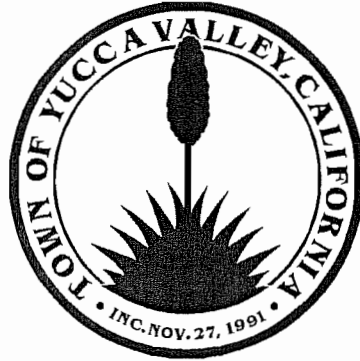


**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING**



*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, OCTOBER 7, 2014
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

* * * *

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

* * * *

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

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY OCTOBER 7, 2014
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, and any additional documents submitted to the majority of the Town Council, are available for public view in the Town Hall lobby and with respect to the staff agenda packet, on the Town's website, www.yucca-valley.org, prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.

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

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

OPENING CEREMONIES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION Led by Pastor Bill Wilcox, Yucca Valley Evangelical Free Church

PRESENTATIONS

1. Community Benefactor Proclamation
2. Community Disaster Preparedness Day

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____.

CONSENT AGENDA

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.

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

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

- 1-9 4. Town Council Meeting Minutes of August 19, 2014

Recommendation: Approve the minutes of the Town Council Meeting of August, 19, 2014 as presented

- 10-35 5. 2013-14 Purchase Order Encumbrances and Project Carry-Forwards

Recommendation: Adopt the Resolution approving the 2013-14 purchase order encumbrances and project carry-forwards as identified.

- 36-40 6. Budgetary Authorization of Appropriation of Prior Year Designated Net Change in Fund Balance

Recommendation:

- Amend the 2014-15 Special Revenue Budget transferring \$500,000 to the Capital Projects Reserve Fund 800 increasing the Town Wide Infrastructure line item by \$400,000 and the Specialized Professional Services line item by \$100,000.
- Amend the 2014-15 General Fund Budget appropriating \$90,000 of the prior year positive net change in fund balance toward reducing the Town's other post-employment benefit (OPEB) or CalPERS unfunded liabilities.

41-43 7. LTF Claim for Local Streets and Roads

Recommendation: Authorize the Director of Administrative Services to file a claim with the San Bernardino Associated Governments (SANBAG) for Local Transportation Funds (LTF) in the amount of \$121,431.

44-46 8. AB1234 Reporting Requirements

Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of August 2014

47-54 9. Warrant Register

Recommendation: Ratify the Payroll Registers Total of \$136,862.06 for checks dated September 12, 2014 and ratify the Warrant Registers total of \$1,086,228.14 for checks dated September 18, 2014

Recommendation: Adopt Consent Agenda (items 3-9)

Action: Move _____ 2nd _____ Vote _____

DEPARTMENT REPORTS

55-61 10. Desert Regional Tourism Agency Quarterly Report for the quarter ending September 30, 2014 and the Annual Report for the 2013-14 fiscal year.

Recommendation: Receive and file the reports.

Action: Move _____ 2nd _____ Vote _____

62-129 11. Public Lands Highway Discretionary Funds Project (PLHD)
SR62, Apache Trail to Palm Avenue – Town Project No. 8661
Federal Project No. PLHL04-5466(015)
Modifications to Contract Amendment No. 1
Black Rock Canyon Road

Recommendation:

- Approves an amendment to the contract per Section 1.10 of the original

Contract between the Town of Yucca Valley and Matich Corporation, to add Black Rock Canyon Road repair to the scope of work in the amount of \$108,000 plus \$11,000 contingency, for a total of \$119,000, and therefore amending the Town Council action on Section 1.1 of the Agreement from June 23, 2014.

- **Directs staff to proceed with preservation of the proposed road improvements with the selection of maintenance Alternative Two.**

Action: Move _____ 2nd _____ Vote _____

130-148 12. Initiative Process Update

Recommendation:

- **Receive and file a status update on the initiative process and how it relates to petitions submitted to the Town concerning medical marijuana**
- **Provide specific guidance and direction to staff on the alternatives presented in the Town's legal counsel petition Memorandum as appropriate.**

Action: Move _____ 2nd _____ 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

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

ANNOUNCEMENTS

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

The next regularly scheduled meeting of the Town Council is 6:00 p.m., Tuesday, October 21, 2014, at the Yucca Valley Community Center Yucca Room.

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 near the Town Clerk's desk at 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. 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
DOJ	Department of Justice
DOT	Department of Transportation
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
HDWD	Hi Desert Water District
HUD	US Department of Housing and Urban Development
IIEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 st Century
TOT	Transient Occupancy Tax

COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	10:30 am 1st Wed	San Bernardino
MEASURE I	HUNTINGTON ROWE (ALT)	9:30 am 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	3 rd Wed. April & October	Highland
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	LOMBARDO ROWE (ALT)	10:00 am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	ABEL LEONE ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	LEONE ROWE (ALT)	10:00 am 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.	
CITY/COUNTY ANIMAL SERVICES JPA	HUNTINGTON LOMBARDO	12:00 p.m. last Thurs.	Yucca Valley
SPORTS COUNCIL	HUNTINGTON	March, June, Sept., Oct.	Yucca Valley
SBCO HOMELESS PARTNERSHIP AND INTERAGENCY COUNCIL ON HOMELESSNESS	LEONE LOMBARDO (ALT)	9:00 a.m. 4 th Wed	San Bernardino

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 COMMITTEE	HUNTINGTON LEONE
RDA BOND COMMITTEE	ROWE LEONE
ONLINE VIDEO COMMITTEE	HUNTINGTON EVANS (PRCC)

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
AUGUST 19, 2014**

OPENING CEREMONIES

Mayor Lombardo called the meeting to order at 6:10 p.m.

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

Staff Present: Town Manager Yakimow, Deputy Town Manager Stueckle, Town Attorney Laymon, Police Chief Mondary and Town Clerk Copeland

The Pledge of Allegiance was led by Mayor Pro Tem Huntington

The Invocation was led by Pastor Matt Jennings, Good Shepherd Lutheran Church

PRESENTATIONS

1. Town Employee of the Quarter

Town Manager Yakimow requested that this presentation be moved to the September 2, 2014 Town Council meeting.

2. Capital Projects Update

Town Project Engineer Qishta presented an update on several Town projects including, PLHD- SR 62 Apache Trail to Palm Avenue, SR 62 Signal Synchronization- Phase 1, 2014-15 Slurry Seal, Safe Routes To Schools, Dumosa Traffic Signal, Black Rock Canyon Road, Pima Trail Improvements, Alley Way from Grand to Palm, Jacobs Park Playground, Sage Estates, and the Morongo Basin Area Transportation Study.

Mayor Pro Tem Huntington inquired on the timing of upcoming improvements for Black Rock Canyon Road.

Mayor Lombardo questioned the plans for Pima Trail due to pending sewer system installation.

Council Member Leone stated that the close proximity of the new Dumosa Signal to the Hwy 62 and Hwy 247 intersection, could impede the flow of traffic in that area.

Mayor Lombardo opened public comment on the presentation. With no members of the public wishing to speak, public comments were closed.

AGENCY REPORTS**3. Yucca Valley Chamber of Commerce**

Yucca Valley Chamber of Commerce Board Chair Tom Huls introduced himself and Executive Director Wanda Stadum to the Town Council and invited the Council to the ribbon cutting slated for Friday, August 22, 2014 at the newly landscaped Town entrance sign at the west-end of Yucca Valley. Stadum continued to give details on the shop local campaign and the new, shop after-hours program.

4. Hi Desert Water District

Mark Ban, Operations Manager for Hi Desert Water District presented the update and announced that the Wastewater System is currently in an 8-week review process at the state level. It is anticipated that an assessment vote will be before the voters by the end of October 2014.

APPROVAL OF AGENDA

Mayor Pro Tem Huntington moved to approve the agenda for the Town Council Meeting of August 19, 2014. Council Member Abel seconded. Motion carried 5-0 on a roll call vote.

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

CONSENT AGENDA

5. **Waive** further reading of all ordinances and read by title only
6. **Accept** the 2014/2015 Town-Wide Slurry Seal Project, Town Project 8340 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 (6) months.
7. **Receive and file** the report outlining the fall and winter 2014-15 programs and events to be organized and conducted by the Community Services Department
8. **Receive and file** the Community Services planning update for the 2014 Veterans' Tribute event.
9. **Receive and File** the FY 2012-13 Single Audit Report on Federal Awards Certification.

- 10. **Receive and file** the Treasurer’s Report for the fourth quarter of FY 2013-14
- 11. **Receive and file** the AB 1234 Reporting Requirement Schedule for the months of June 2014 and July 2014
- 12. **Ratify** the Payroll Registers Total of \$272,814.04 for checks dated July 3, 2014 and July 18, 2014; and
Ratify the Warrant Registers total of \$2,671,672.38 for checks dated July 9, 2014 thru August 7, 2014

Mayor Lombardo opened public comments for the consent agenda items. With no members of the public wishing to speak, public comments were closed.

Council Member Rowe moved to approve consent agenda items 5-12. Council Member Leone seconded. Motion carried 5-0 on roll call vote.

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

PUBLIC HEARING

- 13. **Resolution No. 14-
Appeal, A-01-14, Koenig
Appeal of Planning Commission Action
Home Occupation Permit Request for Approval,
HOP 11-05/HOP 01-14, Falossi
Exempt from CEQA under Section 15301, Class 1, Existing Facilities
84.0635 (b) Special Use Permits May Be Issued For Limited Time Periods. New
Applications May Be Required for Special Use Permit Renewal**

The staff report was presented by Deputy Town Manager Stueckle, explaining that this item is an appeal by Mr. Frederick Koenig of Planning Commission approval of a Home Occupation Permit for an artist studio within an accessory structure at an existing single family residence including outdoor activity within a 53’ x 58’ screened area that also encompasses the workshop building, and outside storage. The property is located at 6229 Hoot Owl Trail, on the east side of Hoot Owl Trail, with the cross street of Tish Trail and is identified as Assessor’s Parcel Number 596-101-12. Stueckle presented aerial photos further explaining the property location.

Business activities that occur on site include the production of small pieces of sculpture inside the workshop. The smaller pieces are then assembled into larger pieces of artwork in the screened area of the property. Approximately seven (7) larger pieces of stone have been worked on in the yard since 1989. The only other activity that occurs outside of the screened area is the loading of artwork onto a vehicle or occasional photographing or filming of sculpture. All material related to the home occupation activity is stored completely out of public view from street grade. Stueckle presented on-site photos of the workshop area, surrounding yard and fence line.

Stueckle explained that if the findings and resolution are approved and adopted by the Town Council, based upon the General Plan, Development Code, public testimony and evidence submitted to the Town Council, the Town Council is finding the HOP application consistent with the Yucca Valley General Plan, the Yucca Valley Development Code, as adopted and amended by the Town of Yucca Valley and upholding the Planning Commission's approval, denying the Appeal.

The definition of a Home Occupation Permit was explained as generally recognized as a commercial use which is accessory to an established residential land use and will not alter the character of the neighborhood. The basic intent of the HOP is to provide the homeowner with a business activity that is accessory and incidental to the use of the residential property as long as the activity does not conflict with the intent of the HOP Ordinance or the standard Conditions of Approval.

Stueckle explained that the surrounding Zoning Designations and Surrounding General Plan Designations are RL-5 Rural Living in all directions. The history of the HOP was presented, explaining that the permit was approved by the Planning Division in December 2005. Renewals were issued in 2009 and 2013. The business registration has been kept current since approval. No complaints were received by the Planning Division or Code Compliance Division prior to the renewal on November 21, 2013. The Town received a complaint regarding the property on December 16, 2013. No substantial evidence has been submitted indicating violations of the Municipal Code, Development Code, or conflicts with the General Plan.

Mayor Lombardo asked the Town Council members to report any personal site visits and any observations for the record.

Council Member Leone stated he visited the property and did not see where the studio activities impacted the neighborhood.

Council Member Abel reported that he spoke with Mr. Koenig several times over the phone and visited the artist studio.

Mayor Pro Tem Huntington explained that he toured the neighborhood but did not conduct any site visits.

Council Member Rowe and Mayor Lombardo both reported that they too, toured the neighborhood but did not make any specific site inspections.

Mayor Lombardo inquired if any additional public submissions were received regarding the hearing.

Town Clerk Copeland reported that the Town Council has received several submissions from the public. Most were provided to the Town Council at the time the agenda was prepared and distributed. Other submissions received since, have been compiled and distributed to the Town Council prior to the hearing. All additional documentation received was accessible to the public at Town Hall and at the meeting.

Mayor Lombardo opened the public hearing and provided ground rules for public testimony and asked fellow council members if there was concurrence on these rules. Consensus was expressed by all Council Members.

Mayor Lombardo invited the Appellant, Mr. Koenig to present his testimony.

Mr. Koenig stated his opposition to the Planning Commission's approval of the HOP, explaining the procedures were not correct for the complexity of the subject, has seen welding onsite, and no mention of a crane or forklift required to move certain pieces of artwork. Koenig also expressed his opposition of not including all of his submitted documentation in the agenda packet.

Mayor Lombardo invited the Applicant, Mr. Falossi to present his testimony.

Mr. Falossi explained he has been in business since 1989 and has conducted his business in accordance to what the Town has required of him. Falossi presented two Craig's List advertisements submitted in 2012 to the online venue by Mr. Koenig, using a photo of the Falossi home as an example of the types of homes seen in the neighborhood.

Town Attorney Laymon explained that the protective order is not pertaining to city business, but from a civil matter between the same parties. Supplemental documents are not required to be included in the agenda packet or distributed on behalf of a party.

Mayor Lombardo opened public comments on the hearing.

Edward Tucker, Yucca Valley spoke in favor of the Falossi business.

Moran Lavender, Yucca Valley spoke in favor of Koenig's appeal.

Janis Pask, Yucca Valley spoke in favor of the Falossi business and believes Koenig's unsightly residence and dangerous rock piles are the real issue in the neighborhood.

John Barraige, Mr. Koenig's attorney stated he filed an opposition to the resolution earlier in the day and believes that by not including approximately 50 pages of testimony in the Planning Commission's agenda packet, it is considered censorship.

James Hood, Yucca Valley spoke in favor of the Falossi business.

Mayor Lombardo then invited the appellant and applicant to present their final comments.

Frederick Koenig, Yucca Valley spoke of the use of the dirt road is by permission only, including a portion of Hoot Owl Trail.

David Falossi, Yucca Valley reiterated that he has done everything that the Town has asked from him and believes he is following the codes and conditions of approval appropriately.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Town Attorney Laymon explained the procedure for the Town Council to evaluate the findings and deliberate.

Mayor Pro Tem Huntington stated he believes the conditions of approval are adequate. Trash trucks, trucks delivering appliances and similar can use local roads for deliveries. Huntington continued to comment that he sees that there is neighborhood support for the artist studio.

Council Member Abel explained that after having several phone conversations with Mr. Koenig, he felt a personal visit to the neighborhood was necessary. Abel stated that he did not see any manufacturing or industrial equipment on site, nor was there an unusual characteristics to warrant overturning the Planning Commission's decision.

Council Member Leone stated that during his visit to the Falossi Studio, he did not see any large stockpile of materials. Leone also explained that while in the neighborhood, he spoke with a neighbor about the studio, with no objections. Leone expressed he does not see a reason to overturn the Planning Commission's decision, except would like to see a one-year renewal to stay consistent with the current ordinance.

Council Member Rowe asked for clarification, that the review of Town codes are a constant process. Rowe inquired on the number of artist studios in Yucca Valley. Stueckle explained that during the development code review by the Planning Commission, several artists have expressed that they do not want the Town to begin regulating artist activity. Rowe inquired on the renewal process and updating the renewal term limits. Rowe thanked everyone in attendance for coming to the meeting, and stated she does not see anything that would warrant changing the Planning Commission's decision.

Mayor Pro Tem Huntington moved to Adopt Resolution No. 14-26, uphold Planning Commission Action and deny Appeal A-01-14 Koenig, amending the permit review to include an annual review of the Home Occupancy Permit, consistent with the current ordinance. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

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

FUTURE AGENDA ITEMS

Council Member Leone stated he would like to discuss the speed limits on dirt roads.

Mayor Pro Tem Huntington asked for a future discussion on Council support of SB270 regarding single use plastic bags.

Council Member Rowe requested a discussion to reimburse the Deputy Town Manager for the long-term coverage as Acting Town Manager

Mayor Lombardo stated he would like an updated on the pending medical marijuana initiative.

PUBLIC COMMENTS

Mayor Lombardo opened public comments.

Sue Tsuda, Yucca Valley and representative for the Center for Healthy Generations spoke of past Council support of the agency and they would like to return \$250 to the Town, from a savings found during their recent re-roofing project. Tsuda continued by reporting that the Center currently has 407 activ participants ranging from 18 months to 92 years,. 691 volunteer hours were charted during the month of July 2014.

Council Member Rowe stated that though a gracious offer, she would like to see the Council return the \$250 dollars back to the Center of Healthy Generations as it was previously allocated to them.

Richard Harlan, Yucca Valley spoke of missing signage along Highway 62.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

STAFF REPORTS AND COMMENTS

Police Chief Mondary updated the Town Council on the Erin Corwin case and publicly acknowledged the many volunteers who gave over 5,000 hours into the search. Mondary also thanked the local media who also assisted in the outreach, resulting in witnesses coming forward in the case.

Town Manager Yakimow thanked the Recreation Staff for a successful summer programming season.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

14. Council Member Abel thanked Sue Tsuda for the Center for Healthy Generations update and reminded everyone that the Center will be having their annual fundraiser on September 12th. Abel congratulated Stadum with her appointment to the Chamber of Commerce and has always represented the business community well. Abel thanked Town Staff for the beautiful facilities, parks, and successful summer programming.
15. Council Member Leone concurred with Abel's remarks and congratulated Yakimow on his Town Manager appointment.
16. Council Member Rowe stated she is looking forward in working with Hi Desert Water District on the sewer project and learning more about the upcoming assessments. Rowe thanked the Sheriff's Department staff and volunteers for the efforts in searching for Erin Corwin. Thanked Tsuda for leading the 100 percent volunteer, non-profit organization.
17. Mayor Pro Tem Huntington congratulated Stadum for her appointment at the Chamber and presented a brief update on recent SANBAG activity in the Morongo Basin.
18. Mayor Lombardo reported he attended the Town's recent Family Fun Day at Paradise Park and congratulated staff for presenting the wonderful, highly-attended event.

ANNOUNCEMENTS

The next regularly scheduled meeting of the Town Council is 6:00 p.m. Tuesday, September 2, 2014 at the Yucca Valley Community Center Yucca Room.

CLOSED SESSION

Town Attorney Laymon introduced the closed session item.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraphs (2) and (3) of subdivision (d) of Government Code Section 54956.9 (one potential case)
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957, Public Employee Performance Evaluation (Town Manager) - goals and objectives

Mayor Lombardo opened public comments on the closed session items. With no members of the public wishing to speak, public comments were closed.

Mayor Lombardo adjourned to closed session at 8:12 p.m.

REPORT OUT FROM CLOSED SESSION - ADJOURNMENT

Town Attorney Laymon reported that closed session adjourned at 8:55 with no reportable action.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: October 1, 2014

For Council Meeting: October 7, 2014

Subject: 2013-14 Purchase Order Encumbrances & Project Carry forwards

Recommendation: Adopt the Resolution approving the 2013-14 Purchase Order Encumbrances and Project Carry forwards as identified.

Order of Procedure:

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

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

The approval of the encumbrance schedule will transfer the authorized amount from the fiscal year 2013-14 budget to the current fiscal year 2014-15 budget. Due to the fact that these funds were not expended in the prior fiscal year, there is no net impact on total expenditures. This process simply moves the expenditure authorization from one fiscal year to the next.

Pursuant to the Town's Budget Resolution, for all special revenue funds, unexpended appropriations for approved individual capital projects will be carried forward as necessary. Those special revenue funds with carry forwards are attached as Exhibit B. In addition to unexpended appropriations, there are transfers and revenue included in the carry forward to the fiscal year 2014-15 budget.

Reviewed By:

Handwritten signatures for Town Manager, Town Attorney, Admin Services, and Finance.

- Department Report, Ordinance Action, Resolution Action (checked), Public Hearing, Consent (checked), Minute Action, Receive and File, Study Item

Budget Amendments

There are four Special Revenue budgets amendment included as part of this update:

1. Increase in expenditures in the Capital Projects Reserve Fund 800 in the amount of \$500,000 and the corresponding transfer represent the requested amendment to complete the designated funds from the 2013-14 fiscal year that are being addressed in a separate staff report.
2. Reduction in revenue from the SERAF loan repayment in Town Housing Fund 632 represents the actual SERAF payment as represented in the ROPS 14-15B approved at the Council Meeting on September 16, 2014, and the Oversight Board Meeting on September 17, 2014. The subsequent filing and response from the California Department of Finance indicates that payment in the stated amount will be made.
3. Increase in revenue from San Bernardino Associated Governments (SANBAG) in Local Transportation Fund 516(LTF) has been updated to reflect the actual claim amount to be received in the 2014-15 Fiscal Year.
4. Increase in expenditures for front line special activities in COPS-LLESA Fund 511 represent the required expenditures necessary to be in compliance with spend down requirements of the grant funding.
5. Increase in revenue from the State of California CalRecycle program in the Recycling Activities Fund 570 represents the reinstatement of the allocation to local municipal governments for recycling program expenditures.

Alternatives: None.

Fiscal impact: Total requested general fund carryovers are \$35,476. The changes affect the year in which the expenditures are planned.

Attachments:

Resolution

Exhibit A – Encumbrance and Project Carryover listing

Exhibit B – Special Revenue Budgets with Revenue, transfer and expenditures carry forwards

RESOLUTION NO. 14-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FISCAL YEAR 2014-15 ADOPTED BUDGET.

WHEREAS, the Town Council of the Town of Yucca Valley has adopted a budget for the Town's 2014-15 fiscal year; and

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

NOW, THEREFORE, THE TOWN COUNCIL resolves as follows:

1. A total of \$35,476 is appropriated as reflected in Exhibit "A" to cover amounts encumbered during the 2013-14 fiscal year within the Town's General Fund (001) as identified.
2. Amend the Fiscal Year 2014-15 Special Revenue Fund budgets as identified in Exhibit B.

APPROVED AND ADOPTED THIS 7th day of October 2014.

MAYOR

ATTEST:

TOWN CLERK

EXHIBIT A

Town of Yucca Valley
Fiscal Year 2013-14
Proposed Carryforward Listing

Encumbrance Detail

<u>Vendor/Project</u>	<u>Description of Services</u>	<u>Amount</u>	<u>Account</u>
General Fund 001			
Hogle-Ireland/tbd	Development Code Update	\$35,476	001 50 50 8100 8012 000
	Subtotal General Fund	<u>35,476</u>	
	Total proposed carry forward funds	<u><u>\$35,476</u></u>	

EXHIBIT B

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Adopted Budget	Adopted Budget
511 - COPS-LLESA						
RECEIPTS						
Grant revenue	25-05-4870	\$ 100,000	\$ 100,026	\$ 100,000	\$ 100,000	\$ 100,000
Interest	4611	250	360	100	100	100
TOTAL RECEIPTS		100,250	100,386	100,100	100,100	100,100
EXPENDITURES						
Indirect Cost	7999	500	500	500	500	500
Front Line Special Activities	25-05-7820	99,750	99,750	99,600	200,000	99,600
TOTAL EXPENDITURES		100,250	100,250	100,100	200,500	100,100
CAPITAL OUTLAY						
		-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-
OPERATING TRANSFERS IN (OUT)						
		-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)		-	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE						
		-	136	-	(100,400)	-
BEGINNING FUND BALANCE		198,665	198,665	198,801	198,801	98,401
ENDING FUND BALANCE		\$ 198,665	\$ 198,801	\$ 198,801	\$ 98,401	\$ 98,401

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
513 - AB2928 TCRP - Construction					
RECEIPTS					
Bond Funds From SA	513 55-59 4702 8327-630	\$ 300,000	\$ 300,000	\$ -	\$ -
State Reimbursement Plans		88,140	11,405	-	76,735
		-	-	-	-
TOTAL RECEIPTS		388,140	311,405	-	76,735
EXPENDITURES					
Indirect Cost		110,583	90,263	-	20,320
TOTAL EXPENDITURES		110,583	90,263	-	20,320
CAPITAL OUTLAY					
Work in Progress		2,764,582	2,007,411	-	757,171
TOTAL CAPITAL OUTLAY		2,764,582	2,007,411	-	757,171
OPERATING TRANSFERS IN (OUT)					
Transfer IN - Fund 534		777,600	158,865	-	618,735
Transfer IN - Fund 520		90,000	85,500	-	4,500
Transfer IN - Fund 522		517,600	273,421	-	244,179
Transfer IN - Fund 524		170,000	-	-	170,000
Transfer IN - Fund 522		90,000	-	-	90,000
Transfer IN - Fund 526		899,500	309,844	-	589,656
TOTAL OPERATING TRANSFERS IN (OUT)		2,544,700	827,630	-	1,717,070
INCREASE (DECREASE) IN FUND BALANCE					
		57,675	(958,639)	-	1,016,314
BEGINNING FUND BALANCE					
		(25,809)	(25,809)	31,866	(984,448)
ENDING FUND BALANCE					
		\$ 31,866	\$ (984,448)	\$ 31,866	\$ 31,866

Work in Progress Detail

Project	Account	2013-14		2014-15	2014-15	2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
SR62/TCRP Phase 1	513 55-59 8310 8327-100	-	-	-	-	-
SR62/TCRP Phase 2-PC&E	513 55-59 8310 8327-200	89,299	22,240	-	67,059	-
SR62/TCRP Phase 3-ROW	513 55-59 8310 8327-300	7,000	5,350	-	1,650	-
Cnstr Phase 4 - Non Reimb	513 55-59 8310 8327-400	123,583	11,317	-	112,266	-
Cnstr Phase 4 - SLPP 534	513 55-59 8310 8327-402	777,600	534,252	-	243,348	-
Cnstr Phase 4 - Mea I Reg 520	513 55-59 8310 8327-403	90,000	90,000	-	-	-
Cnstr Phase 4 - Mea I Arterial 522	513 55-59 8310 8327-404	517,600	183,421	-	203,679	-
Cnstr Phase 4 - Mea I Unrestricted 524	513 55-59 8310 8327-405	170,000	-	-	-	-
Cnstr Phase 4 - Mea I Arterial 522	513 55-59 8310 8327-406	90,000	90,000	-	-	-
Cnstr Phase 4 - HSIP 526	513 55-59 8310 8327-407	899,500	900,000	-	-	-
Constr Phase 4 - Bond Funds	513 55-59 8310 8327-630	-	170,831	-	129,169	-
		2,764,582	2,007,411	-	757,171	-

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16	
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget	
515 - Gas Tax						
RECEIPTS						
Highway Users Tax	4160 2105	\$ 300,000	\$ 374,647	\$ 300,000	\$ 300,000	\$ 300,000
Highway Users Tax (Prop 42 Replc)	4160 2103	200,000	293,955	200,000	200,000	200,000
Interest	4611	1,000	1,209	1,000	1,000	1,000
TOTAL RECEIPTS		501,000	669,811	501,000	501,000	501,000
EXPENDITURES						
Personnel		317,825	283,318	340,450	340,450	346,110
Supplies & Services		410,500	257,270	336,500	336,500	341,500
Indirect Recovery		4,000	13,305	4,000	4,000	4,000
TOTAL EXPENDITURES		732,325	553,893	680,950	680,950	691,610
CAPITAL OUTLAY						
Work in Progress		55,000	8,865	100,000	145,000	10,000
TOTAL CAPITAL OUTLAY		55,000	8,865	100,000	145,000	10,000
OPERATING TRANSFERS IN (OUT)						
Transfer IN -		115,000	115,000	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)		115,000	115,000	-	-	-
INCREASE (DECREASE) IN FUND BALANCE						
		(171,325)	222,053	(279,950)	(324,950)	(200,610)
BEGINNING FUND BALANCE						
		649,470	649,470	525,145	871,523	546,573
ENDING FUND BALANCE						
		\$ 478,145	\$ 871,523	\$ 245,195	\$ 546,573	\$ 345,963

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
55-59 Streets Operations						
	Acct					
Salaries	5110	189,550	174,746	197,640	197,640	200,140
Salaries-Temp	5111	-	-	-	-	-
Salaries - Overtime	5112	12,500	4,149	19,375	19,375	19,690
Standby	5113	4,665	5,304	5,625	5,625	5,700
Vacation Pay out	5114	2,500	-	-	-	-
FICA Medicare	5121	3,050	2,630	3,230	3,230	3,270
Health Care	5123	50,400	46,221	50,400	50,400	50,400
Workers' Comp	5124	8,375	7,246	8,910	8,910	9,020
Life & Disability	5125	1,810	2,080	2,320	2,320	2,320
Unemployment Insurance	5126	6,275	3,170	8,910	8,910	9,020
Retirement	5127	33,000	32,313	38,110	38,110	40,540
OPEB	5128	5,700	5,459	5,930	5,930	6,010
Staff Recovery	5998	-	-	-	-	-
	Personnel	317,825	283,318	340,450	340,450	346,110
Signs	6126	30,000	9,891	30,000	30,000	30,000
Clothing	6190	4,200	3,866	4,200	4,200	4,200
Maintenance Supplies	6410	120,000	78,121	140,000	140,000	140,000
Tools & Equipment	6910	1,000	1,176	2,000	2,000	1,500
Professional Services	7110	215,000	135,907	120,000	120,000	125,000
Utilities-Gas Co.	7210	2,800	-	2,800	2,800	2,800
Utilities- Electricity	7211	6,000	8,116	6,000	6,000	6,000
Utilities- Water	7212	-	1,400	-	-	-
Rental of Equipment	7310	4,000	2,264	4,000	4,000	4,000
Maintenance - Equip	7411	24,000	16,529	24,000	24,000	24,000
Conferences	7610	1,500	-	2,500	2,500	3,000
Minor Conferences	7615	1,000	-	-	-	-
Meetings & Travel	7618	1,000	-	1,000	1,000	1,000
	Supplies & Services	410,500	257,270	336,500	336,500	341,500
Indirect Cost	7999	4,000	13,305	4,000	4,000	4,000
Vehicle Repl	515 55-59 8541	45,000	-	90,000	135,000	-
Pavement Management System	515 55-59 8310 8505	10,000	8,865	10,000	10,000	10,000
Special Equipment		55,000	8,865	100,000	145,000	10,000
	Capital					
	Total Department	787,325	549,453	776,950	821,950	697,610

	FY 2013-14	FY 2014-15	FY 2014-15	FY 2015-16
	1	1	1	1
	3	3	3	3
	4	4	4	4

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Amended 6/23/14 CM & Proposed for CF

		2013-14		2014-15	2014-15	2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
516 - LTF						
RECEIPTS						
SANBAG Revenue	4828	\$ 56,000	\$ -	\$ 56,000	\$ 121,431	\$ 56,000
SANBAG TDA Grant -TAIM	4167	91,000	-	-	-	-
Legal Settlement		-	-	-	-	-
Interest	4611	250	1,001	250	500	250
TOTAL RECEIPTS		147,250	1,001	56,250	121,931	56,250
EXPENDITURES						
Indirect Cost		-	-	-	-	-
Professional Services		4,600	-	4,600	4,600	4,600
TOTAL EXPENDITURES		4,600	-	4,600	4,600	4,600
CAPITAL OUTLAY						
Work in Progress		282,000	-	525,000	534,200	5,000
TOTAL CAPITAL OUTLAY		282,000	-	525,000	534,200	5,000
OPERATING TRANSFERS IN (OUT)						
Transfer OUT - Fund 529	9499	(50,000)	(50,000)	-	-	-
Transfer OUT - Fund 542	9499	-	-	(120,000)	(120,000)	-
Transfer OUT - Fund 527	9499	-	-	-	(30,800)	-
TOTAL OPERATING TRANSFERS IN (OUT)		(50,000)	(50,000)	(120,000)	(150,800)	-
INCREASE (DECREASE) IN FUND BALANCE						
		(189,350)	(48,999)	(593,350)	(567,669)	46,650
BEGINNING FUND BALANCE		923,182	923,182	899,832	874,183	306,514
ENDING FUND BALANCE		733,832	874,183	306,482	306,514	353,164
Due to (from other funds)		(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
ENDING CASH BALANCE		\$ 433,832	\$ 574,183	\$ 6,482	\$ 6,514	\$ 53,164
Work in Progress Detail						
		2013-14		2014-15	2014-15	2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Project	Account					
Street Engineering Prof Serv	516 55-59 7117 0000	5,000	-	5,000	5,000	5,000
SANBAG TAIM Project	516 55-59 8310 8454	182,000	-	-	-	-
Town Wide Slurry Seal	516 55-59 8310 8340	-	-	-	-	-
Blackrock Road Repair	516 55-59 8310 8455	75,000	-	150,000	139,200	-
Fortuna	516 55-59 8310 8351	20,000	-	-	20,000	-
Grand/Palm Alley	516 55-59 8310 8559	-	-	170,000	170,000	-
Pima Trail	516 55-59 8310 8562	-	-	200,000	200,000	-
		282,000	-	525,000	534,200	5,000

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
520 - Measure I - 2010-40 Regional Funds					
RECEIPTS					
Revenue SANBAG Regional Funds-MLHP 4164	\$ 696,000	\$ 144,778	\$ 346,000	\$ 551,222	\$ -
Interest	-	-	-	-	-
TOTAL RECEIPTS	696,000	144,778	346,000	551,222	-
EXPENDITURES					
Indirect Cost Recovery 7999	22,081	2,266	27,791	30,525	-
TOTAL EXPENDITURES	22,081	2,266	27,791	30,525	-
CAPITAL OUTLAY					
Work in Progress	441,535	56,656	555,825	599,169	-
TOTAL CAPITAL OUTLAY	441,535	56,656	555,825	599,169	-
OPERATING TRANSFERS IN (OUT)					
Transfer INT - Fund 507 4999	-	-	225,000	225,000	-
Transfer OUT - Fund 513	(90,000)	(85,500)	-	(4,500)	-
Transfer OUT - Fund 522	(7,384)	(7,384)	-	-	-
Transfer OUT - Fund 527	(135,000)	-	-	(135,000)	-
TOTAL OPERATING TRANSFERS IN (OUT)	(232,384)	(92,884)	225,000	85,500	-
INCREASE (DECREASE) IN FUND BALANCE					
	-	(7,028)	(12,616)	7,028	-
BEGINNING FUND BALANCE					
	-	-	12,616	(7,028)	-
ENDING FUND BALANCE					
	\$ -	\$ (7,028)	\$ -	\$ -	\$ -

520 - Measure I - 2010-40 Regional Funds

Work in Progress Detail Project	Account	2013-14		2014-15	2014-15	2015-16
		Amended Budget	Projected Actual	Adopted Budget	Amended Budget	Adopted Budget
Dumosa Traffic Signal Design	520 55-59 8310 8456	441,535	56,656	555,825	599,169	-
		441,535	56,656	555,825	599,169	-

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
522 - Measure I - Major Arterial						
RECEIPTS						
Revenue SANBAG		\$ -	\$ -	\$ -	\$ -	\$ -
Interest	4611	500	2,191	100	100	100
TOTAL RECEIPTS		500	2,191	100	100	100
EXPENDITURES						
Indirect Cost Recovery		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-
CAPITAL OUTLAY						
Work in Progress		-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-
OPERATING TRANSFERS IN (OUT)						
Transfer OUT - Fund 513		(517,600)	(273,421)	-	(244,179)	-
Transfer OUT - Fund 527		(613,120)	-	-	(613,120)	-
Transfer OUT - Fund 513		(90,000)	-	-	(90,000)	-
Transfer IN - Fund 520		7,384	7,384	-	-	-
Transfer IN - Fund 507		50,000	50,000	-	-	-
Transfer IN - Fund 516		-	-	-	-	-
Transfer IN - Fund 528		-	-	-	-	-
Transfer IN - Fund 526		-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)		(1,163,336)	(216,037)	-	(947,299)	-
INCREASE (DECREASE) IN FUND BALANCE						
		(1,162,836)	(213,846)	100	(947,199)	100
BEGINNING FUND BALANCE						
		1,298,230	1,298,230	136,394	1,084,384	137,185
ENDING FUND BALANCE						
		\$ 135,394	\$ 1,084,384	\$ 136,494	\$ 137,185	\$ 137,285

522 - Measure I - Major Arterial

		2013-14		2014-15		2015-16
		Amended Budget	Projected Actual	Adopted Budget	Amended Budget	Adopted Budget
Work in Progress Detail						
Project	Account					
SR62/SR247 Median	522 55-59 8310 8325	-	-	-	-	-
Town Wide Slurry Seal	522 55-59 8310 8340	-	-	-	-	-
Congestion Management Plan	522 55-59 8310 8507	-	-	-	-	-
SR 62: Palm - Airway	522 55-59 8310 8527	-	-	-	-	-
SR 62: Cholla - Trojan	522 55-59 8310 8528	-	-	-	-	-
Skyline Ranch Rd-SR247	522 55-59 8310 8542	-	-	-	-	-
Dumosa Traffic Signal Design	522 55-59 8310 8456	-	-	-	-	-
		P.21	-	-	-	-

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16	
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget	
523 - Measure I - Local Roads							
RECEIPTS							
Revenue SANBAG		\$ -	\$ -	\$ -	\$ -	\$ -	
Interest	4611	200	146	200	200	200	
TOTAL RECEIPTS		200	146	200	200	200	
EXPENDITURES							
Indirect Cost Recovery		-	-	-	-	-	
Street Lights		-	-	-	-	-	
TOTAL EXPENDITURES		-	-	-	-	-	
CAPITAL OUTLAY							
Work in Progress		30,000	-	-	30,000	-	
TOTAL CAPITAL OUTLAY		30,000	-	-	30,000	-	
OPERATING TRANSFERS IN (OUT)							
Transfer OUT		-	-	-	-	-	
Transfer IN - Fund 516		-	-	-	-	-	
TOTAL OPERATING TRANSFERS IN (OUT)		-	-	-	-	-	
INCREASE (DECREASE) IN FUND BALANCE							
		(29,800)	146	200	(29,800)	200	
BEGINNING FUND BALANCE							
		81,817	81,817	52,017	81,963	52,163	
ENDING FUND BALANCE							
		\$ 52,017	\$ 81,963	\$ 52,217	\$ 52,163	\$ 52,363	

		2013-14		2014-15		2014-15		2015-16	
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget			
523 - Measure I - Local Roads									
Work in Progress Detail									
<u>Project</u>	<u>Account</u>								
Annual Traffic Census	523 55-59 8310 8097	15,000	-	-	15,000	-			
Traffic Studies	523 55-59 8310 8105	15,000	-	-	15,000	-			
Town Wide Slurry Seal	523 55-59 8310 8340	-	-	-	-	-			
Church, Onaga/Joshua Dr	523 55-59 8310 8348	-	-	-	-	-			
Fortuna, Santa B/San Andr	523 55-59 8310 8351	-	-	-	-	-			
Malin, Skyline/PaseoLas Nina	523 55-59 8310 8352	-	-	-	-	-			
General Maint-Townwide	523 55-59 8310 8353	-	-	-	-	-			
Rockaway, Fairway to end	523 55-59 8310 8354	-	-	-	-	-			
Navajo:Palm to Amador	523 55-59 8310 8379	-	-	-	-	-			
		30,000	-	-	30,000	-			

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

524 - Measure I - 2010 Unrestricted

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
RECEIPTS					
Revenue SANBAG 2010 Unrestricted 55 59 4163	\$ 612,000	\$ 606,678	\$ 675,000	\$ 675,000	\$ 695,000
Other Revenue	-	-	-	-	-
LAIF Interest 4611	400	826	400	400	400
TOTAL RECEIPTS	612,400	607,504	675,400	675,400	695,400
EXPENDITURES					
Indirect Cost Recovery 7999	-	-	31,500	51,862	32,750
Actual is in individual project lines					
TOTAL EXPENDITURES	-	-	31,500	51,862	32,750
CAPITAL OUTLAY					
Work in Progress	853,208	436,393	630,000	1,037,236	655,000
TOTAL CAPITAL OUTLAY	853,208	436,393	630,000	1,037,236	655,000
OPERATING TRANSFERS IN (OUT)					
Transfer OUT - Fund 513	(170,000)	-	-	-	-
Transfer IN - Fund 516	-	-	-	-	-
Transfer IN - Fund 528	-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	(170,000)	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE					
	(410,808)	171,111	13,900	(413,698)	7,650
BEGINNING FUND BALANCE	559,636	559,636	106,939	730,747	317,049
ENDING FUND BALANCE	\$ 148,828	\$ 730,747	\$ 120,839	\$ 317,049	\$ 324,699

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
524 - Measure I - 2010 Unrestricted						
Annual Traffic Census	524 55-59 8310 8097	7,435	8,169	7,500	7,500	7,500
SANBAG STP	524 55-59 8310 8098	5,000	-	5,000	5,000	5,000
Street Lights	524 55-59 8310 8103-000	50,000	48,190	50,000	51,810	50,000
Traffic Studies	524 55-59 8310 8105	8,565	6,941	9,000	10,624	9,000
Town Wide Slurry Seal	524 55-59 8310 8340	276,069	275,756	500,000	500,000	525,000
SHOPP, proj applic thru CT	524 55-59 8310 8347	5,000	-	5,000	5,000	5,000
Palomar, Yucca Tr to Juarez	524 55-59 8310 8457	158,839	94,983	-	63,856	-
Natoma, Del Monte to East Enc	524 55-59 8310 8458	30,000	-	-	30,000	-
Free Gold, Amador to West En	524 55-59 8310 8459	30,000	-	-	30,000	-
Desert Gold, Amador to Grand	524 55-59 8310 8460	40,000	-	-	40,000	-
Apache, SR 62 to Sante Fe	524 55-59 8310 8461	13,800	-	-	13,800	-
Yuma, Cibola to Church	524 55-59 8310 8462	30,000	-	-	30,000	-
Pueblo, Condalia to Valley Vist	524 55-59 8310 8463	45,000	-	-	45,000	-
Deer, SR 62 to Pueblo	524 55-59 8310 8464	50,000	-	-	50,000	-
Lucerne Vista, Onaga to Puebl	524 55-59 8310 8465	50,000	-	-	50,000	-
Signal Maintenance Contract	524 55-59 8310 8466	50,000	1,575	50,000	98,425	50,000
Acoma: Golden Bee to Onaga	524 55-59 8310 8422	-	-	-	-	-
Amador: Kismet to Joshua Dr	524 55-59 8310 8423	-	-	-	-	-
Grand: Kismet to Joshua Dr.	524 55-59 8310 8424	-	-	-	-	-
Hidden Gold: Amador to W Enc	524 55-59 8310 8467	-	-	-	-	-
Joshua Dr: Church to Joshua L	524 55-59 8310 8468	-	-	-	-	-
Congestion Management Plan	524 55-59 8310 8507	3,500	779	3,500	6,221	3,500
		853,208	436,393	630,000	1,037,236	655,000

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
526 - HSIP - Highway Safety Improvement Program					
RECEIPTS					
Revenue - HSIP-08-5466R - TCRP	\$ 899,000	\$ 309,844	\$ -	\$ 589,156	\$ -
Interest	-	-	-	-	-
TOTAL RECEIPTS	899,000	309,844	-	589,156	-
EXPENDITURES					
Expenditures	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
CAPITAL OUTLAY					
Work in Progress	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-
OPERATING TRANSFERS IN (OUT)					
Transfer OUT - Fund 522	-	-	-	-	-
Transfer OUT - Fund 513	(899,500)	(309,844)	-	(589,656)	-
TOTAL OPERATING TRANSFERS IN (OUT)	(899,500)	(309,844)	-	(589,656)	-
INCREASE (DECREASE) IN FUND BALANCE					
	(500)	-	-	(500)	-
BEGINNING FUND BALANCE					
	500	500	500	500	-
ENDING FUND BALANCE					
	\$ -	\$ 500	\$ 500	\$ -	\$ -

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Amended 6/23/14 CM & For CF

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
527 - Public Lands Fed Grant					
RECEIPTS					
PLHD Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Funds From SA 527 55-59 4702 8661-630	250,000	250,000	-	-	-
Measure I Exchange	-	-	-	-	-
SLPP Funding	-	-	-	-	-
SAFETEA -LEU -Federal	-	-	-	-	-
TOTAL RECEIPTS	250,000	250,000	-	-	-
EXPENDITURES					
Indirect Cost Recovery	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
CAPITAL OUTLAY					
Work in Progress	3,103,000	364,765	-	2,769,030	-
TOTAL CAPITAL OUTLAY	3,103,000	364,765	-	2,769,030	-
OPERATING TRANSFERS IN (OUT)					
Transfer IN - Fund 800 527 55-59 4999 8661-400	113,553	22,153	-	91,400	-
Transfer IN - Fund 535 527 55-59 4999 8661-401	1,440,000	-	-	1,440,000	-
Transfer IN - Fund 534 527 55-59 4999 8661-402	723,120	-	-	723,120	-
Transfer IN - Fund 520 527 55-59 4999 8661-403	135,000	-	-	135,000	-
Transfer IN - Fund 522 527 55-59 4999 8661-404	613,120	-	-	613,120	-
Transfer IN - Fund 516 527 55-59 4999 8661-405	-	-	-	30,800	-
TOTAL OPERATING TRANSFERS IN (OUT)	3,024,793	22,153	-	3,033,440	-
INCREASE (DECREASE) IN FUND BALANCE					
	171,793	(92,612)	-	264,410	-
BEGINNING FUND BALANCE	(155,880)	(155,880)	15,913	(248,492)	15,918
ENDING FUND BALANCE	\$ 15,913	\$ (248,492)	\$ 15,913	\$ 15,918	\$ 15,918

Work in Progress Detail

Project	Account	2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
PLHD PAVED Phase 1	527 55-59 8310 8661 100	-	-	-	-	-
PLHD PS&E Phase 2	527 55-59 8310 8661 101	-	-	-	-	-
PHLD ROW Phase 3	527 55-59 8310 8661 102	25,000	24,995	-	-	-
Measure I Exchange Phase 1	527 55-59 8310 8661 200	-	-	-	-	-
Measure I Exchange Phase 2	527 55-59 8310 8661 200	-	-	-	-	-
Cnstr Phase 4 - Non Contract	527 55-59 8310 8661 400	191,760	32,119	-	159,641	-
Cnstr Phase 4 - SAFETEA	527 55-59 8310 8661 401	1,440,000	132,016	-	1,307,984	-
Cnstr Phase 4 - SLPP	527 55-59 8310 8661 402	723,120	100,010	-	623,110	-
Cnstr Phase 4 - Mea I Reg	527 55-59 8310 8661 403	135,000	75,625	-	59,375	-
Cnstr Phase 4 - Mea I Arterial	527 55-59 8310 8661 404	588,120	-	-	588,120	-
Cnstr Phase Blackrock Amend	527 55-59 8310 8661 405	-	-	-	30,800	-
		3, P. 2670	364,765	-	2,769,030	-

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
529 - Safe Routes to School - Infrastructure						
RECEIPTS						
Grant Revenue	4830 8320	\$ 399,800	\$ -	\$ 399,800	\$ 399,800	\$ -
TOTAL RECEIPTS		399,800	-	399,800	399,800	-
EXPENDITURES						
Indirect Cost	7999 8320	18,337	620	18,337	17,717	-
TOTAL EXPENDITURES		18,337	620	18,337	17,717	-
CAPITAL OUTLAY						
Work in Progress		390,580	15,497	370,580	375,083	-
TOTAL CAPITAL OUTLAY		390,580	15,497	370,580	375,083	-
OPERATING TRANSFERS IN (OUT)						
Transfer IN - Fund 516	4999 8320	50,000	50,000	30,000	-	-
Transfer OUT		-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)		50,000	50,000	30,000	-	-
INCREASE (DECREASE) IN FUND BALANCE						
		40,883	33,883	40,883	7,000	-
BEGINNING FUND BALANCE		(31,420)	(31,420)	(31,420)	2,463	9,463
ENDING FUND BALANCE		\$ 9,463	\$ 2,463	\$ 9,463	\$ 9,463	\$ 9,463

Work in Progress Detail

		2013-14		2014-15		2015-16
Project	Account	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Safe Routes Infrastructure	529 55-59 8310 8320 000	390,580	15,497	370,580	375,083	-
sidewalks- sage highschool to highway		390,580	15,497	370,580	375,083	-

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

		<u>2013-14</u>		<u>2014-15</u>		<u>2015-16</u>
		<u>Amended</u>	<u>Actual</u>	<u>Adopted</u>	<u>Amended</u>	<u>Adopted</u>
		<u>Budget</u>		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
530 - Safe Routes to School						
RECEIPTS						
Grant Revenue	4830 8517	\$ 98,972	\$ 29,389	\$ 23,972	\$ 34,583	\$ 35,000
TOTAL RECEIPTS		98,972	29,389	23,972	34,583	35,000
EXPENDITURES						
Indirect Cost		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-
CAPITAL OUTLAY						
Work in Progress		94,524	1,868	39,524	57,656	35,000
TOTAL CAPITAL OUTLAY		94,524	1,868	39,524	57,656	35,000
OPERATING TRANSFERS IN (OUT)						
Transfer IN		-	-	-	-	-
Transfer OUT		-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)		-	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE						
		4,448	27,521	(15,552)	(23,073)	-
BEGINNING FUND BALANCE						
		(4,448)	(4,448)	15,552	23,073	-
ENDING FUND BALANCE						
		\$ -	\$ 23,073	\$ -	\$ -	\$ -

Work in Progress Detail

		<u>2013-14</u>		<u>2014-15</u>		<u>2015-16</u>
		<u>Amended</u>	<u>Projected</u>	<u>Adopted</u>	<u>Amended</u>	<u>Adopted</u>
		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
Project	Account					
Safe Routes non-infrastructure	530 00-00 8310 8517	94,524	1,868	39,524	57,656	35,000
		94,524	1,868	39,524	57,656	35,000

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
534 - Prop 1B SLPP					
RECEIPTS					
Prop 1B - SLPP Funding	\$ 1,500,720	\$ 158,865	\$ -	\$ 1,341,855	\$ -
TOTAL RECEIPTS	1,500,720	158,865	-	1,341,855	-
EXPENDITURES					
TOTAL EXPENDITURES	-	-	-	-	-
CAPITAL OUTLAY					
Work in Progress	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-
OPERATING TRANSFERS IN (OUT)					
Transfer OUT - Fund 513 513 55-59 9499 8327 402	(777,600)	(158,865)	-	(618,735)	-
Transfer OUT - Fund 527 527 55-59 9499 8661 402	(723,120)	-	-	(723,120)	-
TOTAL OPERATING TRANSFERS IN (OUT)	(1,500,720)	(158,865)	-	(1,341,855)	-
INCREASE (DECREASE) IN FUND BALANCE					
BEGINNING FUND BALANCE	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
535 - SAFETEA-LU					
RECEIPTS					
SAFETEA -LEU -Federal	\$ 1,440,000	\$ -	\$ -	\$ 1,440,000	\$ -
TOTAL RECEIPTS	1,440,000	-	-	1,440,000	-
EXPENDITURES					
TOTAL EXPENDITURES	-	-	-	-	-
CAPITAL OUTLAY					
Work in Progress	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-
OPERATING TRANSFERS IN (OUT)					
Transfer OUT - Fund 527 535 55-59 9499	(1,440,000)	-	-	(1,440,000)	-
TOTAL OPERATING TRANSFERS IN (OUT)	(1,440,000)	-	-	(1,440,000)	-
INCREASE (DECREASE) IN FUND BALANCE					
	-	-	-	-	-
BEGINNING FUND BALANCE					
	-	-	-	-	-
ENDING FUND BALANCE					
	\$ -	\$ -	\$ -	\$ -	\$ -

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Projected Actual	Adopted Budget	Amended Budget	Adopted Budget
542 - CMAQ						
RECEIPTS						
State Reimbursement	Federal FHWA 4830	\$ 187,250	\$ -	\$ 187,250	\$ 187,250	\$ -
		-	-	-	-	-
TOTAL RECEIPTS		187,250	-	187,250	187,250	-
EXPENDITURES						
Indirect Cost		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-
CAPITAL OUTLAY						
Work in Progress		187,250	2,641	307,150	304,609	-
TOTAL CAPITAL OUTLAY		187,250	2,641	307,150	304,609	-
OPERATING TRANSFERS IN (OUT)						
Transfer IN - Fund 516	4999	-	-	120,000	120,000	-
TOTAL OPERATING TRANSFERS IN (OUT)		-	-	120,000	120,000	-
INCREASE (DECREASE) IN FUND BALANCE		-	(2,641)	100	2,641	-
BEGINNING FUND BALANCE		-	-	(100)	(2,641)	-
ENDING FUND BALANCE		\$ -	\$ (2,641)	\$ -	\$ -	\$ -

Work in Progress Detail		2013-14		2014-15	2014-15	2015-16
Project	Account	Amended Budget	Projected Actual	Adopted Budget	Adopted Budget	Adopted Budget
Hwy 62 Signal Synchronization	542 55-59 8310 8028	187,250	2,641	307,150	304,609	-
		-	-	-	-	-
		187,250	2,641	307,150	304,609	-

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
570 - Recycling Activities					
RECEIPTS					
Revenue	\$ 5,000	\$ 5,813	\$ -	\$ 5,000	\$ -
Earth Day Donations	-	-	-	-	-
Interest	-	5	-	-	-
TOTAL RECEIPTS	5,000	5,818	-	5,000	-
EXPENDITURES					
Earth Day Salaries	570 40-21 5111 0000-000	-	-	-	-
Earth Day Supplies	570 00-00 6120 4570-000	4,700	1,610	1,537	1,637
Earth Day Prof Serv	570 00-00 7110 4570-000	-	2,803	1,800	2,805
Indirect Cost	570 00-00 7999 0000-000	200	200	200	-
TOTAL EXPENDITURES	4,900	4,613	3,537	4,642	-
CAPITAL OUTLAY					
Work in Progress	-	-	-	-	-
TOTAL CAPITAL OUTLAY	-	-	-	-	-
OPERATING TRANSFERS IN (OUT)					
Transfer IN - Fund 547	-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	-	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE	100	1,205	(3,537)	358	-
BEGINNING FUND BALANCE	3,437	3,437	3,537	4,642	5,000
ENDING FUND BALANCE	\$ 3,537	\$ 4,642	\$ -	\$ 5,000	\$ 5,000

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16	
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget	
632 - Town Housing Fund						
RECEIPTS						
SERAF Loan Repayment Interest	632 00-00 4177	\$ -	\$ -	\$ 636,679	\$ 90,707	\$ -
		500	554	500	500	500
TOTAL RECEIPTS		500	554	637,179	91,207	500
EXPENDITURES						
Operating Expenditures		2,000	-	2,000	2,000	2,000
Professional Services		5,000	2,105	5,000	5,000	5,000
Debt Service - Housing Bonds		-	-	-	-	-
TOTAL EXPENDITURES		7,000	2,105	7,000	7,000	7,000
CAPITAL OUTLAY						
Work in Progress		978,138	822,821	-	155,317	-
TOTAL CAPITAL OUTLAY		978,138	822,821	-	155,317	-
OPERATING TRANSFERS IN (OUT)						
Transfer OUT - Fund		-	-	-	-	-
Transfer OUT - Fund		-	-	-	-	-
Transfer IN - Fund 630		636,679	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)		636,679	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE		(347,959)	(824,372)	630,179	(71,110)	(6,500)
BEGINNING FUND BALANCE		(207,487)	(207,487)	(1,031,859)	(1,031,859)	(1,102,969)
ENDING FUND BALANCE		<u>\$(555,446)</u>	<u>\$(1,031,859)</u>	<u>\$(401,680)</u>	<u>\$(1,102,969)</u>	<u>\$(1,109,469)</u>
ADVANCES FROM OTHER FUNDS						
Advance from General Fund		343,138	343,138	343,138	343,138	343,138
Advance from Dev Impact Fund		550,000	550,000	550,000	550,000	550,000
Advance from LTF Fund		300,000	300,000	300,000	300,000	300,000
Advance from L/M Housing Bond Fund		-	-	-	636,679	-
ENDING AVAILABLE BALANCE		<u>\$ 637,692</u>	<u>\$ 161,279</u>	<u>\$ 791,458</u>	<u>\$ 726,848</u>	<u>\$ 83,669</u>

Work in Progress Detail

Project	Account	2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Sr. Housing Proj-CORE	632 00-00 8310 8671-811	978,138	822,821	-	155,317	-
		978,138	822,821	-	155,317	-

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
800 - Capital Projects Reserve					
RECEIPTS					
Cap Proj Reimb-YVHS Lift 800 00-00 8310 8048 821	\$ -	\$ -	\$ -	\$ -	\$ -
Cap Project Reimb	-	-	-	-	-
TOTAL RECEIPTS	-	-	-	-	-
EXPENDITURES					
Indirect Cost	-	-	-	-	-
Specialized Professional Services	-	-	-	100,000	-
TOTAL EXPENDITURES	-	-	-	100,000	-
CAPITAL OUTLAY					
Construction Projects	82,991	23,657	100,000	125,000	-
Capital Replacement	75,000	-	104,000	104,000	134,000
Capital Maintenance	66,630	40,740	224,897	624,897	150,000
TOTAL CAPITAL OUTLAY	224,621	64,397	428,897	853,897	284,000
OPERATING TRANSFERS IN (OUT)					
Transfer OUT - Fund 001 001.40.45-Animal Shelter	(133,750)	(94,982)	-	-	-
Transfer IN - Fund 001	170,000	170,000	120,000	120,000	150,000
Transfer OUT- Fund 527	(113,553)	(22,153)	-	(91,400)	-
Transfer IN - Fund 540	-	-	-	-	-
Transfer IN (OUT) - Fund 350	-	-	(19,329)	(19,329)	-
Transfer IN - Fund 001 FY13-14	-	-	-	500,000	-
TOTAL OPERATING TRANSFERS IN(OUT)	(77,303)	52,865	100,671	509,271	150,000
INCREASE (DECREASE) IN FUND BALANCE	(301,924)	(11,532)	(328,226)	(444,626)	(134,000)
BEGINNING FUND BALANCE					
Unassigned Cap Reserve Fund	379,375	379,375	747,100	747,100	302,474
Animal Shelter Reserve	429,257	429,257	50,000	50,000	50,000
BEGINNING FUND BALANCE	808,632	808,632	797,100	797,100	352,474
ENDING FUND BALANCE					
Unassigned Cap Reserve Fund	77,451	697,100	418,874	302,474	218,474
Animal Shelter Reserve	429,257	100,000	50,000	50,000	-
ENDING FUND BALANCE	\$ 506,708	\$ 797,100	\$ 468,874	\$ 352,474	\$ 218,474

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

		2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
800 - Capital Projects Reserve						
Project Detail	Account					
Construction Projects						
Brehm 2 Sports Park	800 00-00 8310 3089-000	-	18,818	-	-	-
Old Kennel Demolition	800 00-00 8310 8045-000	36,662	3,092	50,000	50,000	-
Kennel Project-DIF Portion	800 00-00 8310 8045-350	21,329	1,747	-	-	-
Paradise Park Improvements	800 00-00 8310 8048 809	25,000	-	-	25,000	-
Jacobs Park Improvements	800 00-00 8310 8948 000	-	-	50,000	50,000	-
		82,991	23,657	100,000	125,000	-
Capital Replacement Program						
Cap Projects- Contingency	800 00-00 8310 8048 810	75,000	-	50,000	50,000	50,000
Scorpio Radio Upgrades	800 00-00 8310 8017 000	-	-	25,000	25,000	-
New telephone system	800 00-00 8310 8018 000	-	-	5,000	5,000	30,000
Financial Software	800 00-00 8310 8019 000	-	-	-	-	5,000
New website	800 00-00 8310 8020 000	-	-	5,000	5,000	20,000
PEG Operations	800 00-00 8310 8029 000	-	-	5,000	5,000	20,000
Agenda Management System	800 00-00 8310 8030 000	-	-	14,000	14,000	9,000
		75,000	-	104,000	104,000	134,000
Capital Maintenance Program						
Facilities Maintenance						
Town Hall Carpeting		-	-	25,000	25,000	-
Community Ctr - Re-plumb	800 00-00 8310 8048 802	-	-	-	-	-
Town-wide Re-Key Prog Ph 1	800 00-00 8310 8048 803	26,733	26,430	-	-	-
Roof Re-coat Projects	800 00-00 8310 8048 818	-	-	-	-	-
		26,733	26,430	25,000	25,000	-
Parks Maintenance						
YVHS Lift	800 00-00 8310 8048 821	-	-	-	-	-
YVHS Pool Motor Replc	800 00-00 8310 8048 820	11,000	-	-	-	-
YVHS Pool Lights		-	-	-	-	-
Community Ctr Ball Fields	800 00-00 8310 8048 819	13,897	-	13,897	13,897	-
Com Ctr in field clay		-	-	12,000	12,000	-
Com Ctr- Basketball resurface		-	-	10,000	10,000	-
Machris- infield clay		-	-	12,000	12,000	-
Jacobs Ten Ct Resurface		-	-	12,000	12,000	-
Park Picnic Tables	800 00-00 8310 8048 814	15,000	14,310	20,000	20,000	-
		39,897	14,310	79,897	79,897	-
Public Works						
Town-wide Infrastructure	800 00-00 8310 8048 815	-	-	120,000	520,000	150,000
Church/Joshua/Onaga	800 55-59 8310 8348	-	-	-	-	-
Street Proj Contingency	800 55-59 8310 9999	-	-	-	-	-
		-	-	120,000	520,000	150,000
Capital Maintenance subtotal		66,630	40,740	224,897	624,897	150,000



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: October 1, 2014
For Council Meeting: October 7, 2014
Subject: Budgetary Authorization of Appropriation of Prior Year
Designated Net Change in Fund Balance

Prior Council Review: Council reviewed and discussed the positive net change in Fund Balance for the fiscal year ended June 30, 2014 at the September 16, 2014 council meeting. The determination at that time was to designate the funds in the fund balance and bring back the individual projects for approval, appropriation, and budget amendment.

Recommendation: That the Town Council:

- Amend the 2014-15 Special Revenue Budget transferring \$500,000 to the Capital Projects Reserve Fund 800 increasing the Town Wide Infrastructure line item by \$400,000 and the Specialized Professional Services line item by \$100,000.
- Amend the 2014-15 General Fund Budget appropriating \$90,000 of the prior year positive net change in fund balance toward reducing the Town's other post-employment benefit (OPEB) or CalPERS unfunded liabilities.

Order of Procedure:

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

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

Discussion: After review and consideration by Council at the September 16, 2014 meeting, Council determined to designate the 2013-14 Fiscal Year excess of \$590,000 to infrastructure, specialized professional services and unfunded liabilities. To complete this process, budget amendments are requested to appropriate the expenditures in the appropriate funds.

While this action will amend the FY 2014-16 adopted budget to reflect Council direction, Town staff will return to Council for specific project discussion and authorization when the projects are ready to move forward.

Alternatives: None recommended for this item.

Fiscal impact: The appropriation of these funds in the FY2014-15 Budget provides additional funding for the projects in the current year and will offset costs in future years.

Attachments:

General Fund Budget Summary Proposed Amendment
Capital Projects Reserve Fund 800 Proposed Amendment

Town of Yucca Valley
Amended Budget
FY 2014-16
General Fund Summary

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Revenues					
Sales Tax	\$ 3,010,000	\$ 2,972,557	\$ 3,145,450	\$ 3,145,450	\$ 3,318,450
Property Tax	4,143,500	4,141,201	4,280,881	4,280,881	4,359,241
Vehicle License Funds	15,000	9,033	15,000	15,000	15,000
Franchise/TOT/Interest	970,000	947,876	975,000	975,000	993,000
Animal Services	520,500	427,413	366,900	366,900	379,900
Community Development	262,250	293,226	289,750	289,750	324,750
Administrative/Other	204,717	383,412	252,717	252,717	215,050
Community Services	114,620	192,644	158,000	158,000	165,000
Total Revenue	9,240,587	9,367,362	9,483,698	9,483,698	9,770,390
Expenditures					
Personnel Services	2,845,587	2,662,025	3,062,725	3,152,725	3,178,010
Contract Safety	3,738,000	3,735,592	3,953,473	3,953,473	4,105,572
Operating Supplies and Services	2,215,703	1,899,003	2,245,557	2,245,557	2,243,592
Contracts and Partnerships	80,500	77,699	88,000	88,000	82,000
Capital Projects	413,303	191,306	61,000	96,476	61,700
Total Expenditures	9,293,093	8,565,625	9,410,755	9,536,231	9,670,874
Other Sources (Uses) of Funds					
Transfer from DIF- Animal Shelter Facility			54,000	54,000	54,000
Transfer from Capital Projects Fund-Shelter	133,750	72,829	-	-	-
Transfer from Catastrophic Reserve to 515	(115,000)	(115,000)			
Transfer to Capital Projects Fund-Infrastructur	(170,000)	(170,000)	(120,000)	(120,000)	(150,000)
Total Other Sources (Uses) of Funds	(151,250)	(212,171)	(66,000)	(66,000)	(96,000)
Increase (Decrease) in Fund Balance	(203,756)	589,566	6,943	(118,533)	3,516
Beginning Fund Cash Balance	7,070,708	7,070,708	7,071,189	7,660,274	7,541,741
Ending Fund Balance	6,866,952	7,660,274	7,078,132	7,541,741	7,545,256
Reserve Balance Summary					
Undesignated Reserves	4,888,814	4,845,320	5,109,994	5,573,603	5,677,118
Nonspendable	643,138	693,540	568,138	568,138	518,138
Restricted	250,000	331,414	200,000	200,000	150,000
Risk Management	200,000	200,000	200,000	200,000	200,000
Catastrophic	885,000	1,000,000	1,000,000	1,000,000	1,000,000
Other Restricted	100,000	100,000	100,000	1,000,000	100,000
Designated	-	590,000	-	-	-
Ending Fund Balance	\$ 6,866,952	\$ 7,660,274	\$ 7,078,132	\$ 7,541,741	\$ 7,545,256
Operating Reserves (% of Expenditures)	53%	57%	54%	58%	59%

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Proposed Amendment for 10/7/14

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
800 - Capital Projects Reserve					
RECEIPTS					
Cap Proj Reimb-YVHS Lift 800 00-00 8310 8048 821	\$ -	\$ -	\$ -	\$ -	\$ -
Cap Project Reimb	-	-	-	-	-
TOTAL RECEIPTS	-	-	-	-	-
EXPENDITURES					
Indirect Cost	-	-	-	-	-
Specialized Professional Services	-	-	-	100,000	-
TOTAL EXPENDITURES	-	-	-	100,000	-
CAPITAL OUTLAY					
Construction Projects	82,991	23,657	100,000	125,000	-
Capital Replacement	75,000	-	104,000	104,000	134,000
Capital Maintenance	66,630	40,740	224,897	624,897	150,000
TOTAL CAPITAL OUTLAY	224,621	64,397	428,897	853,897	284,000
OPERATING TRANSFERS IN (OUT)					
Transfer OUT - Fund 001 001.40.45-Animal Shelter	(133,750)	(94,982)	-	-	-
Transfer IN - Fund 001	170,000	170,000	120,000	120,000	150,000
Transfer OUT- Fund 527	(113,553)	(22,153)	-	(91,400)	-
Transfer IN - Fund 540	-	-	-	-	-
Transfer IN (OUT) - Fund 350	-	-	(19,329)	(19,329)	-
Transfer IN - Fund 001 FY13-14	-	-	-	500,000	-
TOTAL OPERATING TRANSFERS IN(OUT)	(77,303)	52,865	100,671	509,271	150,000
INCREASE (DECREASE) IN FUND BALANCE					
	(301,924)	(11,532)	(328,226)	(444,626)	(134,000)
Unassigned Cap Reserve Fund	379,375	379,375	747,100	747,100	302,474
Animal Shelter Reserve	429,257	429,257	50,000	50,000	50,000
BEGINNING FUND BALANCE	808,632	808,632	797,100	797,100	352,474
Unassigned Cap Reserve Fund	77,451	697,100	418,874	302,474	218,474
Animal Shelter Reserve	429,257	100,000	50,000	50,000	-
ENDING FUND BALANCE	\$ 506,708	\$ 797,100	\$ 468,874	\$ 352,474	\$ 218,474

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Proposed Amendment for 10/7/14

	Account	2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
800 - Capital Projects Reserve						
Construction Projects						
Brehm 2 Sports Park	800 00-00 8310 3089-000	-	18,818	-	-	-
Old Kennel Demolition	800 00-00 8310 8045-000	36,662	3,092	50,000	50,000	-
Kennel Project-DIF Portion	800 00-00 8310 8045-350	21,329	1,747	-	-	-
Paradise Park Improvements	800 00-00 8310 8048 809	25,000	-	-	25,000	-
Jacobs Park Improvements	800 00-00 8310 8948 000	-	-	50,000	50,000	-
		82,991	23,657	100,000	125,000	-
Capital Replacement Program						
Cap Projects- Contingency	800 00-00 8310 8048 810	75,000	-	50,000	50,000	50,000
Scorpio Radio Upgrades	800 00-00 8310 8017 000	-	-	25,000	25,000	-
New telephone system	800 00-00 8310 8018 000	-	-	5,000	5,000	30,000
Financial Software	800 00-00 8310 8019 000	-	-	-	-	5,000
New website	800 00-00 8310 8020 000	-	-	5,000	5,000	20,000
PEG Operations	800 00-00 8310 8029 000	-	-	5,000	5,000	20,000
Agenda Management System	800 00-00 8310 8030 000	-	-	14,000	14,000	9,000
		75,000	-	104,000	104,000	134,000
Capital Maintenance Program						
Facilities Maintenance						
Town Hall Carpeting		-	-	25,000	25,000	-
Community Ctr - Re-plumb	800 00-00 8310 8048 802	-	-	-	-	-
Town-wide Re-Key Prog Ph 1	800 00-00 8310 8048 803	26,733	26,430	-	-	-
Roof Re-coat Projects	800 00-00 8310 8048 818	-	-	-	-	-
		26,733	26,430	25,000	25,000	-
Parks Maintenance						
YVHS Lift	800 00-00 8310 8048 821	-	-	-	-	-
YVHS Pool Motor Replc	800 00-00 8310 8048 820	11,000	-	-	-	-
YVHS Pool Lights		-	-	-	-	-
Community Ctr Ball Fields	800 00-00 8310 8048 819	13,897	-	13,897	13,897	-
Com Ctr in field clay		-	-	12,000	12,000	-
Com Ctr- Basketball resurface		-	-	10,000	10,000	-
Machris- infield clay		-	-	12,000	12,000	-
Jacobs Ten Ct Resurface		-	-	12,000	12,000	-
Park Picnic Tables	800 00-00 8310 8048 814	15,000	14,310	20,000	20,000	-
		39,897	14,310	79,897	79,897	-
Public Works						
Town-wide Infrastructure	800 00-00 8310 8048 815	-	-	120,000	520,000	150,000
Church/Joshua/Onaga	800 55-59 8310 8348	-	-	-	-	-
Street Proj Contingency	800 55-59 8310 9999	-	-	-	-	-
		-	-	120,000	520,000	150,000
Capital Maintenance subtotal		66,630	40,740	224,897	624,897	150,000

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: October 2, 2014
For Council Meeting: October 7, 2014
Subject: LTF Claim for Local Streets & Roads

Prior Council Review: None

Recommendation: Authorize the Town Manager to file a claim with the San Bernardino Associated Governments (SANBAG) for Local Transportation Funds (LTF) in the amount of \$121,431.

Order of Procedure:

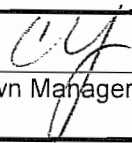
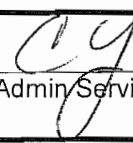

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: Each year a portion of the ¼ cent State retail sales tax is made available to local associations of governments for distribution to member municipalities. SANBAG has notified the Town of Yucca Valley the amount available this year for use on local streets and roads is \$121,431. In order for the funds to be made available to the Town of Yucca Valley, a claim has to be filed with SANBAG requesting the funds. Once the funds are available, they must be utilized in strict compliance with LTF Article 8, PUC Section 99400a guidelines, (Local Streets and road improvements only).

Alternatives: None Recommended

Fiscal impact: The revenue will be recognized in Town's Local Transportation Fund (516) in the amount of \$121,431 for fiscal year 2014-15. Budgetary estimates for this allocation were forecasted to total \$56,000. This claim will provide an additional \$65,000 in transportation related funding.

Attachments: LTF Claim Form materials

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

**San Bernardino Associated Governments
Local Transportation Fund - Article 8
Other Purposes Claim**

Fiscal Year: 2013-2014 (Amount)

Claimant: Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, CA 92284

Attention: Curtis Yakimow
Phone #: 760-369-7207

Amount: \$121,431

PURPOSE: () Article 8, PUC Section 99400a Local Streets & Roads	\$	121,431
() Article 8, PUC Section 99400a Bicycle & Pedestrian Facilities	\$	-
() Article 8, PUC Section 99400.5 Multimodal Transportation Terminals	\$	-

Authorizing Signature:
(Claimant's Chief Administrator or Financial Officer)

(Signature)

(Type Name & Title)

Condition of Approval:

Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provision that such monies will be used only in accordance with the allocation instruction.

**San Bernardino Associated Governments
Local Transportation Fund - Article 8
Other Purposes Claim
Financial Reporting Form**

Claimant: Town of Yucca Valley

	Unaudited FY 2013-14	Proposed FY 2014-15
Revenue		
Intergovernmental allocations LTF Article 8 Other Purposes		
Local Streets & Roads - PUC 99400(a)	\$ 181,839	\$ 121,431
Bicycle & Pedestrian Facilities - PUC 99400(a)	\$ -	\$ -
Multimodal Transportation Terminals - PUC 99400.5	\$ -	\$ -
Miscellaneous		
Interest	\$ 1,001	\$ 500
Lease occupancy	\$ -	\$ -
Miscellaneous	\$ -	\$ -
Total Revenues:	\$ 182,840	\$ 121,931
Expenditures		
Construction, Maintenance and Engineering	\$ 50,000	\$ 689,600
Multimodal Transportation Terminals	\$ -	\$ -
Total Expenditures	\$ 50,000	\$ 689,600
Excess of Revenue over(under) Expenditures	\$ 132,840	\$ (567,669)
Fund Balance At Beginning of Year	\$ 741,343	\$ 874,183
Fund Balance at End of Year	\$ 874,183	\$ 306,514



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
 Sharon Cisneros, Senior Accountant
Date: September 18, 2014
For Council Meeting: October 7, 2014
Subject: AB1234 Reporting Requirements

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

Recommendation: Receive and file the AB1234 Reporting Requirement Schedule for the month of August 2014.

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

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

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

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

Alternatives: None.

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

Attachments: **AB1234 Reporting Requirement Schedule**

Town of Yucca Valley

Councilmember AB1234 Meetings Schedule Month of August 2014

Date of Travel	Organization	Description	Location
	Mayor Lombardo	No Reportable Meetings	
	Mayor Pro Tem Huntington	No Reportable Meetings	
	Councilmember Abel	No Reportable Meetings	
	Councilmember Rowe	No Reportable Meetings	
	Councilmember Leone	8/27/2014 San Bernardino County Homeless Committee Monthly Committee Meeting	San Bernardino, CA



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Sharon Cisneros, Senior Accountant
Date: September 29, 2014, 2014
Council Meeting: October 7, 2014

Subject: Warrant Register October 7, 2014

Recommendation:

Ratify the Payroll Registers total of \$ 136,862.06 for checks dated September 12, 2014. Warrant Register total \$1,086,228.14 for checks dated September 18, 2014.

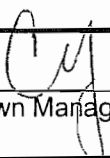
Order of Procedure:

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

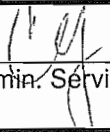
Attachments:


Payroll Register No. 10 dated September 12, 2014 total of \$ 136,862.06
Warrant Register No. 15 dated September 18, 2014 total of \$ 1,086,228.14

Reviewed By:


Town Manager

Town Attorney


Admin. Services


Finance

____ Department Report

____ Ordinance Action

____ Resolution Action

____ Public Hearing

Consent

Minute Action

____ Receive and File

____ Study Item

TOWN OF YUCCA VALLEY
PAYROLL REGISTER # 10
CHECK DATE - September 12, 2014

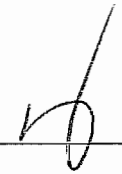
Fund Distribution Breakdown

Fund Distribution

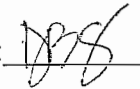
General Fund	\$125,986.58
Gas Tax Fund	10,875.48
Successor Agency	<u>0.00</u> **
Grand Total Payroll	<u><u>\$136,862.06</u></u>

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

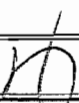

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 10 - Paid 09/12/2014
(August 23, 2014 - September 05, 2014)
Checks: 4959 - 4964


	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$3,447.48		\$3,447.48
Direct Deposit	67,128.45	-	67,128.45
Sub-total	70,575.93		70,575.93
<u>Employee Tax Withholding</u>			
Federal	11,823.40		11,823.40
Medicare	1,327.42	1,327.41	2,654.83
SDI - EE	-	-	-
State	3,828.08		3,828.08
Sub-total	16,978.90	1,327.41	18,306.31
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	2,657.83	1,156.02	3,813.85
PERS Survivor Benefit	37.00		37.00
Health Café Plan	1,165.63	11,203.64	12,369.27
American Fidelity Pre-Tax	29.95		29.95
American Fidelity After-Tax	63.32		63.32
American Fidelity-FSA	564.52		564.52
PERS EE - Contribution 6.25 %	368.45		368.45
PERS EE - Contribution 7%	927.05		927.05
PERS EE - Contribution 8%	5,252.57		5,252.57
PERS Retirement - Employer 6.25 %	-	368.45	368.45
PERS Retirement - Employer 7.846 %	-	1,060.16	1,060.16
PERS Retirement - Employer 18.586 %	-	13,961.29	13,961.29
Wage Garnishment - Employee	76.54		76.54
Life & Disability Insurance		1,102.76	1,102.76
Other Post Employee Benefit's		2,645.91	2,645.91
Unemployment Insurance		1,624.80	1,624.80
Workers' Compensation		3,713.93	3,713.93
Sub-total	11,142.86	36,836.96	47,979.82
Gross Payroll	\$98,697.69	\$38,164.37	\$136,862.06
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			


WARRANT REGISTER # 15
CHECK DATE - SEPTEMBER 18, 2014

FUND DISTRIBUTION BREAKDOWN

Checks # 45420 to # 45506 are valid

GENERAL FUND # 001	\$395,972.11
CENTRAL SUPPLIES FUND # 100	3,641.63
CUP DEPOSITS FUND # 200	4,092.50
GAS TAX FUND # 515	4,038.00
LTF FUND # 516	9,300.00
MEASURE I 2010-2040 FUND # 524	3,962.00
PUBLIC LANDS FEDERAL GRANT FUND # 527	441,455.52
SR 62 SAFE ROUTES TO SCHOOLS FUND # 529	222,678.68
TOWN HOUSING FUND # 632	567.70
CAPITAL PROJECTS FUND # 800	520.00
GRAND TOTAL	<u><u>\$1,086,228.14</u></u>

Prepared by Shirlene Doten, Accounting Technician III 

Reviewed by Sharon Cisneros, Senior Accountant 

Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley
Warrant Register
September 18, 2014

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	45420	Action Pumping, Inc.	Septic Maintenance Service	\$ 1,170.00
	45421	Ruth Alkire	Contract Instructor	37.80
	45422	Alsco/American Linen, Inc.	Facilities Uniform Service	141.60
	45423	Arrowhead Mountain Water	Office Supplies	211.18
	45424	Avalon Urgent Care	Medical Services	300.00
	45425	Best Signs	Town Sign Maintenance	715.28
	45426	Carol Boyer	Contract Instructor	60.90
	45427	Builders Supply-Yucca Valley	Maintenance Supplies	77.73
	45428	National Institute of Business	Membership Renewal	89.00
	45429	CAPRCBM	Commission Expense	225.00
	45430	CCAC	Conference Registration	200.00
	45431	Carol Corbin	Contract Instructor	163.80
	45432	Desert Pacific Exterminators	Pest Control Services	311.00
	45433	Dept of Justice	Fingerprint Services	64.00
	45434	Ewing Irrigation, Inc.	Parks Irrigation Supplies	192.71
	45435	Farmer Bros. Co.	Office Supplies	48.67
	45436	FedEx	Delivery Service	31.48
	45437	Catherine Fletcher	Contract Instructor	53.20
	45438	Ray Foster	Special License Permit Refund	80.00
	45439	Fulton Distributing Co.	Facilities Maintenance Supplies	2,022.30
	45440	Gaylord Bros, Inc.	Museum Maintenance Supplies	50.63
	45443	Duane Griffin	Contract Instructor	79.10
	45444	Joy Groves	Contract Instructor	268.80
	45445	Totalfunds by Hasler	Postage	437.71
	45446	HdL Hinderliter, DeLlamas	Audit Services	1,162.74
	45447	Healthy Generations	FY 14/15 Partnership Agreement	250.00
	45448	Lori Herbel	Contract Instructor	945.00
	45449	Hi-Desert Water	Water Service	1,873.71
	45450	Hi-Desert Publishing	Printing & Advertising	7,022.68
	45452	Christopher H. Hunt, PhD	Museum Lecturer	100.00
	45453	Inflatable Adventures.com	Paradise Park Family Fun Day	1,075.00
	45454	JLT Transportation	Parks Maintenance	36.45
	45455	Susan Jordan	Contract Instructor	147.00
	45456	KCDZ-FM	Advertising	400.00
	45457	Knorr Systems, Inc.	YVHS Pool Maintenance	1,987.16
	45459	Pat Lumbattis	Contract Instructor	64.40
	45460	David Luse	Contract Instructor	47.60
	45461	Masters Environmental, Inc.	Asbestos & Lead Inspection Svs	520.00
	45465	Morongo Unified School Dist.	Fleet Fuel	3,391.78
	45466	Navitas Lease Corp.	10-12/14 Shelter Phones Lease	1,581.57
	45467	NRO Engineering	Engineering Services	1,000.00

Town of Yucca Valley

Warrant Register

September 18, 2014

Fund	Check #	Vendor	Description	Amount
	45468	Sierra Oakes	Contract Instructor	19.60
	45469	Oasis Office Supply, Inc.	Office Supplies	763.12
	45470	Pacific Telemanagement Svs.	Public Phone Service	82.64
	45471	Public Agency Retirement Svs.	07/14 Trust Administrator Svs.	300.00
	45472	Pool & Spa Center	YVHS Pool Maintenance	103.10
	45473	Precision Garage Doors	Facility Maintenance	90.00
	45474	Priority Mailing Systems	Postage Meter Supplies	183.39
	45475	Pro Video	Town Council Taping	100.00
	45476	Rogers,Anderson, Malody	Audit Services	22,400.00
	45477	Monette Rideout	Paradise Family Fun Day Event	205.00
	45478	Ron's Automotive	Vehicle Maintenance	638.92
	45479	Linda Sande	Contract Instructor	46.20
	45480	Sargent Communications	Phone Equipment	1,659.60
	45481	SBCO-Recorder	Filing Fees	90.00
	45482	SBCO - Information Svs.	08/14 Radio Access	2,144.37
	45483	SBCO Sheriff's Dept	09/14 Professional Services	308,539.00
	45484	SCE	Electric Service	20,615.09
	45485	Beverly Schmuckle	Contract Instructor	49.00
	45486	Simplot Partners, Inc.	Park Maintenance Supplies	1,321.06
	45487	So. Cal. Gas Co.	Natural Gas Service	13.00
	45488	Sprint	Cell Phone Service	8.77
	45489	Stater Bros	Program Supplies	1,277.69
	45490	The Sun Runner	Museum Advertising	100.00
	45491	T.T.I. Inspections	Vehicle Maintenance	1,004.59
	45492	TelePacific	Phone Service	185.59
	45494	Tractor Supply	Shelter Supplies	194.23
	45495	D. D. Trent	Museum Lecturer	100.00
	45496	Trophy Express	Engraving Service	262.94
	45497	Unisource Worldwide, Inc.	Facilities Maintenance Supplies	1,824.90
	45498	VCA YV Animal Hospital	Veterinary Services	104.66
	45499	Verizon	Long Distance Service	244.61
	45500	US Bank Voyager Fleet Sys.	Natural Gas Vehicle Fuel	129.00
	45501	Walmart Community	Operating Supplies	138.15
	45502	Woods Auto Repair	Fleet Vehicle Repairs & Smog	1,401.59
	45503	Guy Wulf	Sports Referee	600.00
	45504	Yucca Valley Quick Lube, LLC	Fleet Oil Change Service	97.84
	45505	YV Chamber of Commerce	Joint Marketing Agreement	297.48
Total 001 GENERAL FUND				\$ 395,972.11

Town of Yucca Valley

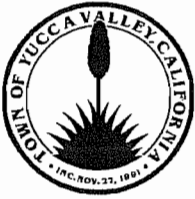
Warrant Register

September 18, 2014

Fund	Check #	Vendor	Description	Amount
100 INTERNAL SERVICE FUND				
	45441	GE Capital Corporation	Town Hall Copier Lease	\$ 3,296.14
	45469	Oasis Office Supply, Inc.	Copy Paper	345.49
Total 100	INTERNAL SERVICE FUND			\$ 3,641.63
200 DEPOSITS FUND				
	45467	NRO Engineering	Engineering Services	\$ 4,092.50
Total 200	DEPOSITS FUND			\$ 4,092.50
515 GAS TAX FUND				
	45422	Alsco/American Linen, Inc.	Streets Uniform Service	\$ 45.96
	45427	Builders Supply-Yucca Valley	Maintenance Supplies	29.15
	45442	Gemini Specialized Machining	Maintenance Supplies	419.98
	45451	Hill's Towing	Vehicle Maintenance	50.00
	45467	NRO Engineering	Engineering Services	500.00
	45484	SCE	Electric Service	671.16
	45493	Tops n Barricades, Inc.	Streets Signs & Supplies	1,889.84
	45506	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	431.91
Total 515	GAS TAX FUND			\$ 4,038.00
516 LTF FUND				
	45467	NRO Engineering	Engineering Services	\$ 9,300.00
Total 516	LTF FUND			\$ 9,300.00
524 MEASURE I - 2010-2040 FUND				
	45484	SCE	Electric Service	\$ 3,962.00
Total 524	MEASURE I - 2010-2040 FUND			\$ 3,962.00
527 PUBLIC LANDS FEDERAL GRANT FUND				
	45458	LandMark	PLHD Professional Services	\$ 837.20
	45462	Matich Corporation	PLHD Project	440,618.32
Total 527	PUBLIC LANDS FEDERAL GRANT FUND			\$ 441,455.52
529 SR 62 SAFE ROUTES TO SCHOOLS FUND				
	45458	LandMark	Professional Services	\$ 2,065.40
	45463	Matich Corporation	Safe Routes to Schools Project	220,613.28
Total 529	SR 62 SAFE ROUTES TO SCHOOLS FUND			\$ 222,678.68
632 TOWN HOUSING FUND				
	45464	Morongo Basin Unity Home	2013 Possessory Tax Refund	\$ 567.70
Total 632	TOWN HOUSING FUND			\$ 567.70

Town of Yucca Valley
Warrant Register
September 18, 2014

Fund	Check #	Vendor	Description	Amount
800		CAPITAL PROJECTS RESERVE FUND		
	45461	Masters Environmental, Inc.	Asbestos & Lead Inspection Svs	\$ 520.00
Total 800		CAPITAL PROJECTS RESERVE FUND		\$ 520.00
***		Report Total		<u>\$ 1,086,228.14</u>



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Date: October 1, 2014
For Council Meeting: October 7, 2014

Subject: Desert Regional Tourism Agency Quarterly Report for the quarter ending September 30, 2014 and the Annual Report for the 2013-14 fiscal year.

Recommendation: Receive and file the reports.

Order of Procedure:

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

Discussion: The lease agreement between the Town of Yucca Valley and the Desert Regional Tourism Agency (California Welcome Center) requires the Agency to provide the Town with a quarterly written report. This report is intended to provide an update of the Agency's tourism activities and an accounting of income and expenditures so as to demonstrate that Town contributions are being expended for those purposes set forth in the agreement. The Agency will provide a representative to present the reports and field questions and comments as appropriate.

Attachments: DRTA/CWC 2014-15 First Quarter Report
DRTA/CWC 2013-14 Annual Report

Reviewed:
Town Manager Town Attorney Admin/Svcs

Department Report Request of other Agency Ordinance Receive and File
 Consent Presentation Resolution Public Hearing



**Desert Regional Tourism Agency
California Welcome Center
Performance Report – 2014 - 2015 Fiscal Quarter Report**

DRTA – CWC Performance Report

The DRTA–CWC Performance Report is prepared quarterly; at the end of the 4th Quarter, an Annual Report is compiled for the Agency.

- Annual Performance Report components are based on year-end data.

CWC Quarterly Report, Tourism

Fiscal Year 2014 - 2015	Number of:	Number of:	Number of :	Number of:
	Visitors Greeted	Tourism Related Phone Calls	Foreign Visitors	Inquiries from Basin Residents/ Newcomers
1 st Quarter – July/Aug./Sept.	2227	101	154	396
2 nd Quarter – Oct./Nov./Dec.				
3 rd Quarter – Jan./Feb./March				
4 th Quarter – April/May/June				
Totals				

CWC Quarterly Report, Basin Attractions

Staff Recommendations	29 Palms	JTNP & Joshua Tree	Yucca Valley & Environs	Coachella Valley	Other: Ca./Nev./ Arizona
1 st Quarter	369	636	307	110	467
2 nd Quarter					
3 rd Quarter					
4 th Quarter					
Totals					

Sample: CWC Visitor Survey Questions

Section D: If you are a visitor to our Morongo Basin Community...

1. How did you find us:

- Freeway Signage
- Internet
- JTNP Info. On Hwy. 62 Signage
- Other

4. How many days spent in the basin:

- 1 Day
- 2 Days
- 3 Days
- 4 Days
- 5+ Days

2. Where visitors stay:

- Hotel/Motel
- RV Park
- Campground
- Family/Friends
- Passing through the Area

5. How much money spent in the basin:

- under \$100
- under \$200
- under \$300
- under \$500

3. Where visitors spend the night:

- Yucca Valley Rancho Mirage
- Joshua Tree Palm Desert
- JTNP Other
- 29 Palms
- Palm Springs

Note: Questions 3 & 4 not always answered

Sources

- 1. CWC Daily Visitor Log
- 2. CWC Visitor Survey, Yucca Valley

CWC Quarterly Report, CWC Visitor Survey

❖ Survey implemented January 2011.

❖ Survey results are based on the number of submitted surveys.

Finding Us	Fwy. Signage	Internet	Hwy.62 JTNP	Family-Friends	Other			Surveys Submitted
1 st Quarter	198	68	93	41	26			405
2 nd Quarter								
3 rd Quarter								
4 th Quarter								
Accommodations	Hotel/Motel	RV Park	Camp	Family/Friends	Passing			
1 st Quarter	139	7	38	40	140			405
2 nd Quarter								
3 rd Quarter								
4 th Quarter								
Totals								
Overnight Location	Yucca Valley	Joshua Tree	29 Palms	Low Desert	Other			
1 st Quarter	45	64	29	93	116			405
2 nd Quarter								
3 rd Quarter								
4 th Quarter								
Totals								
Number of Days	1 day	2 days	3 days	4 days	5+ days			405
1 st Quarter	172	74	34	20	45			
2 nd Quarter								
3 rd Quarter								
4 th Quarter								
Totals								
Expenditures	\$100	\$200	\$300	\$500	500+			405
1 st Quarter	131	85	33	41	0			
2 nd Quarter								
3 rd Quarter								
4 th Quarter								
Totals								

CWC Gift Store Revenue, Net

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
CWC Merchandise (Dept. 2 and 3)	\$276.28			
Consignment Merchandise (40% CWC)	\$423.82			
MB Cultural Art	0			

CWC Advertising, Revenue Opportunities

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Money in – CWC Ad Display Opportunities, all	\$5637.00			
Ad Displays Sold	Pi-Town Promo – 9 ads MV Promo – 9 ads			
Ad Displays - Renewed	5			
Ad Displays Traded	0			

**Partnership Funding
Fiscal Year**

City of 29 Palms	\$12,000.00
Town of Yucca Valley	\$11,250.00
Certified Folder	\$1,500.00

Prepared by: Kelly Carson
Title: Executive Director
Date: October 2014

Notes:

- The Desert Regional Tourism Agency Board evaluates information garnered in the quarterly and/or annual performance reports, identifies underperforming components and directs measures for improvement.
- Performance Report components/categories are determined by the Board and may be changed from time to time.

[Form: Updated: July 2013]



**Desert Regional Tourism Agency
California Welcome Center
Performance Report – 2013 - 2014 Fiscal Year-End Report**

DRTA – CWC Performance Report

The DRTA–CWC Performance Report is prepared quarterly; at the end of the 4th Quarter, an Annual Report is compiled for the Agency.

- Annual Performance Report components are based on year-end data.

CWC Quarterly Report, Tourism

Fiscal Year 2013 - 2014	Number of:	Number of:	Number of :	Number of:
	Visitors Greeted	Tourism Related Phone Calls	Foreign Visitors	Inquiries from Basin Residents/ Newcomers
1 st Quarter – July/Aug./Sept.	2495	81	N/A	319
2 nd Quarter – Oct./Nov./Dec.	3711	149	N/A	470
3 rd Quarter – Jan./Feb./March	5417	111	260	327
4 th Quarter – April/May/June	4453	147	208	358
Totals	16,076	488	468	1474

CWC Quarterly Report, Basin Attractions

Staff Recommendations	29 Palms	JTNP & Joshua Tree	Yucca Valley & Environs	Coachella Valley	Other: Ca./Nev./ Arizona
1 st Quarter	246	648	173	115	435
2 nd Quarter	340	972	390	147	456
3 rd Quarter	863	1670	538	318	554
4 th Quarter	630	1266	553	243	663
Totals	2079	4556	1654	823	2108

Sample: CWC Visitor Survey Questions

Section D: If you are a visitor to our Morongo Basin Community...

1. How did you find us:

- Freeway Signage
- Internet
- JTNP Info. On Hwy. 62 Signage
- Other

4. How many days spent in the basin:

- 1 Day
- 2 Days
- 3 Days
- 4 Days
- 5+ Days

2. Where visitors stay:

- Hotel/Motel
- RV Park
- Campground
- Family/Friends
- Passing through the Area

5. How much money spent in the basin:

- under \$100
- under \$200
- under \$300
- under \$500

3. Where visitors spend the night:

- Yucca Valley Rancho Mirage
- Joshua Tree Palm Desert
- JTNP Other
- 29 Palms
- Palm Springs

Note: Questions 3 & 4 not always answered

Sources

- 1. CWC Daily Visitor Log
- 2. CWC Visitor Survey, Yucca Valley

CWC Quarterly Report, CWC Visitor Survey

❖ Survey implemented January 2011.

❖ Survey results are based on the number of submitted surveys.

Finding Us	Fwy. Signage	Internet	Hwy.62 JTNP	Family-Friends	Other		Surveys Submitted
1 st Quarter	176	37	70	32	21		338
2 nd Quarter	291	87	116	57	44		798
3 rd Quarter	418	133	187	96	52		895
4 th Quarter	344	121	209	58	39		722
Accommodations	Hotel/Motel	RV Park	Camp	Family/Friends	Passing		
1 st Quarter	114	14	34	38	125		338
2 nd Quarter	210	32	76	66	196		798
3 rd Quarter	310	66	119	98	262		895
4 th Quarter	277	26	102	61	218		722
Totals							
Overnight Location	Yucca Valley	Joshua Tree	JTNP Camp	29 Palms	Low Desert	Other	
1 st Quarter	46	53	536	17	113	82	338
2 nd Quarter	75	107	797	60	181	146	798
3 rd Quarter	80	166	119	81	277	162	895
4 th Quarter	88	122	102	79	184	154	722
Totals							
Number of Days	1 day	2 days	3 days	4 days	5+ days		
1 st Quarter	128	67	32	14	59		338
2 nd Quarter	220	103	63	45	122		798
3 rd Quarter	298	166	107	68	175		895
4 th Quarter	265	135	93	33	90		722
Totals							
Expenditures	\$100	\$200	\$300	\$500	500+		
1 st Quarter	121	76	40	17	23		338
2 nd Quarter	204	143	60	80	12		798
3 rd Quarter	332	149	132	125	32		895
4 th Quarter	249	144	90	71	13		722
Totals							

CWC Gift Store Revenue, Net

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
CWC Merchandise (Dept. 2 and 3)	\$675.12	\$759.84	\$614.28	\$527.63
Consignment Merchandise (40% CWC)	\$776.12	\$805.69	\$1020.09	\$697.34
MB Cultural Art				

CWC Advertising, Revenue Opportunities

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Money in – CWC Ad Display Opportunities, all	\$5335.00	\$5702.50	\$6249.50	\$7625.75
Ad Displays Sold	MV Promo - 12 1 backlit	1 NEW ADV. Palm Springs Promo – 4 ads JT Promo – 23 ads	Old Town Promo – 18 ads	29 Palms Promo- 23 ads YV Promo – 15 ads
Ad Displays - Renewed	3	4	4	2
Ad Displays Traded	0	0	0	0

**Partnership Funding
Fiscal Year**

City of 29 Palms	\$12,000.00
Town of Yucca Valley	\$25,000.00
Certified Folder	\$6,000.00

Prepared by: Kelly Carson
Title: Executive Director
Date: July 2014

Notes:

- The Desert Regional Tourism Agency Board evaluates information garnered in the quarterly and/or annual performance reports, identifies underperforming components and directs measures for improvement.
- Performance Report components/categories are determined by the Board and may be changed from time to time.

[Form: Updated: July 2013]

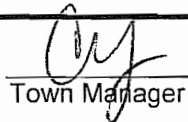

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane R. Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: September 22, 2014
For Council Meeting: October 7, 2014

Subject: Public Lands Highway Discretionary Funds Project (PLHD)
SR62, Apache Trail to Palm Avenue – Town Project No. 8661
Federal Project No. PLHL04-5466(015)
Modifications to Contract Amendment No. 1
Black Rock Canyon Road

Prior Council Review: On June 23, 2014, the Town Council approved a contract amendment per Section 1.10 of the original Contract between the Town of Yucca Valley and Match Corporation to add Black Rock Canyon Road repair to the scope of work, subject to easement acquisition on the east side of Black Rock Canyon Road, and directed staff to return to the Town Council at the meeting of July 15, 2014 with the recommended area of improvement and maintenance for Black Rock Canyon Road; and directed staff to proceed with the amended traffic control plan enabling two open travel lanes for both east and west bound traffic on SR 62 at the end of each work day and on weekends. The Council action also amended the 2014/15 budget transfer \$30,800 from Fund 516 to Fund 527.

On July, 15, 2014, the Town Council adopted Resolution No 14-25, approving the Maintenance Area of Black Rock Canyon Road, between the Town’s southern boundary and to the northern edge of San Marino Drive, as identified on Attachment A to the Resolution, directed staff to proceed with obtaining necessary easements and accept Black Rock Canyon Road into the Town’s Maintained Road System on the date that Match Corporation begins work on Black Rock Canyon Road, directed the Town Engineer to report back to the Town Council on the effective date of acceptance; and directed staff to proceed with preparation of shelf ready construction plans, and to return to the Town Council with necessary budget appropriations and supportive actions.

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

Recommendation: That the Town Council:

- A: Approves an amendment to the contract per Section 1.10 of the original Contract between the Town of Yucca Valley and Matich Corporation, to add Black Rock Canyon Road repair to the scope of work in the amount of \$108,000 plus \$11,000 contingency, for a total of \$119,000, and therefore amending the Town Council action on Section 1.1 of the Agreement from June 23, 2014.
- B: Directs staff to proceed with preservation of the proposed road improvements with the selection of maintenance Alternative Two.

Executive Summary: Project No. 8661 was awarded to Matich Corporation for the construction of improvements to SR62. Section 1.1 of that agreement provides the ability to add additional work to the contract. The additional work recommended is for needed improvements to Black Rock Canyon Road.

Order of Procedure:

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

Discussion: Black Rock Canyon Road from the south side of San Marino Drive southerly to the National Park entrance is not within the Town Maintained Road System, nor was the road within the County's Maintained Road System prior to incorporation. Because of the lack of ongoing maintenance, the roadway has developed potholing as well as edge raveling. The existing roadway is in such disrepair that Joshua Tree National Park (NPS) and residents along the road have requested that the Town begin maintenance.

The Town applied for grant funds in April 2013 in the amount of \$670,000, but the Town's application was not successful. The Town will be applying for construction fund grants when those opportunities arise.

Public Works and Engineering staff evaluated two primary alternative improvement approaches to Black Rock; (1) preserving and overlaying the existing asphalt and (2), pulverizing and establishing a new asphalt concrete road.

Alternative “A” - Pulverize/Establish New Asphalt Concrete Road:

This alternative would pulverize the existing asphalt. A twenty-eight foot wide roadway would then be graded and compacted, asphalt grinds from the PLHD Highway 62 project will be used as a base, and 3” of new asphalt will be placed on top of the base materials, The roadway will be slopped towards the easterly right-of-way line to move the flow of moderate flood waters from the west to east side of the road. A 6” AC Dike will be constructed at the east side of the road to reduce the possibility of damage to the new edge of pavement and reduce maintenance cost. The grinding, grading, and paving of the roadway will be performed by Matich.

The final shelf ready design will incorporate this improved section and add to it instead of completely removing it.

Alternative “B” - Preserving Existing Road Improvement:

This alternative would place a leveling course on the existing roadway, and a portion of the un-paved area, to create an approximate 26’ to 28’ wide roadway. This roadway would then be overlayed with approximately 2 inches of asphalt concrete. Grading of the shoulders would then be performed to provide a smooth transition between the paved surface and the shoulders. This work would be performed by Town staff. A very preliminary rough estimate for this work would be approximately \$35,000. The annual maintenance costs would be approximately \$1,500.

This approach leaves a majority of the drainage on the west side of the road, and these improvements would need to be removed at such time that the ultimate improvements would be constructed.

Alternatives: Staff recommends no alternative action.

Fiscal impact: The estimated project costs, as well as available funding in the amended 2014-2015 Capital Projects Budget, are summarized below:

	<u>Estimated Project Cost</u>
Base Bid Amount	\$2,798,000.00
Construction Contingency (original)	\$280,000.00
Contract Amendment	\$108,000.00
Contract Amendment Contingency	\$11,000.00
Total Contract Work	\$3,197,000.00

Funding

Original Contract:	\$3,078,000.00
Fund 516 (LTF)	119,000.00
Revised Total Contract/Total Project Funding	<u>\$3,197,000.00</u>

Total Fund 516 (LTF) Budgeted: \$139,200.00

- Attachments:**
- Original Contract
 - Contract Amendment
 - November 19, 2013 Town Council Minutes
 - June 23, 2014 Town Council Minutes
 - July 15, 2014 Town Council Minutes
 - Resolution No 14-25
 - 2014/2015 Budget Pages



QUOTATION

Contractors License Number 149783 A
 P.O. Box 10 Highland, CA 92346
 Phone 909 382-7400 Fax 909 382-0113

Date: 10/2/2014

Company: Town of Yucca Valley
 Attention: Alex Qishta
 From: Andrea Siegner

Phone: 760.369.1265

Re: Black Canyon Road

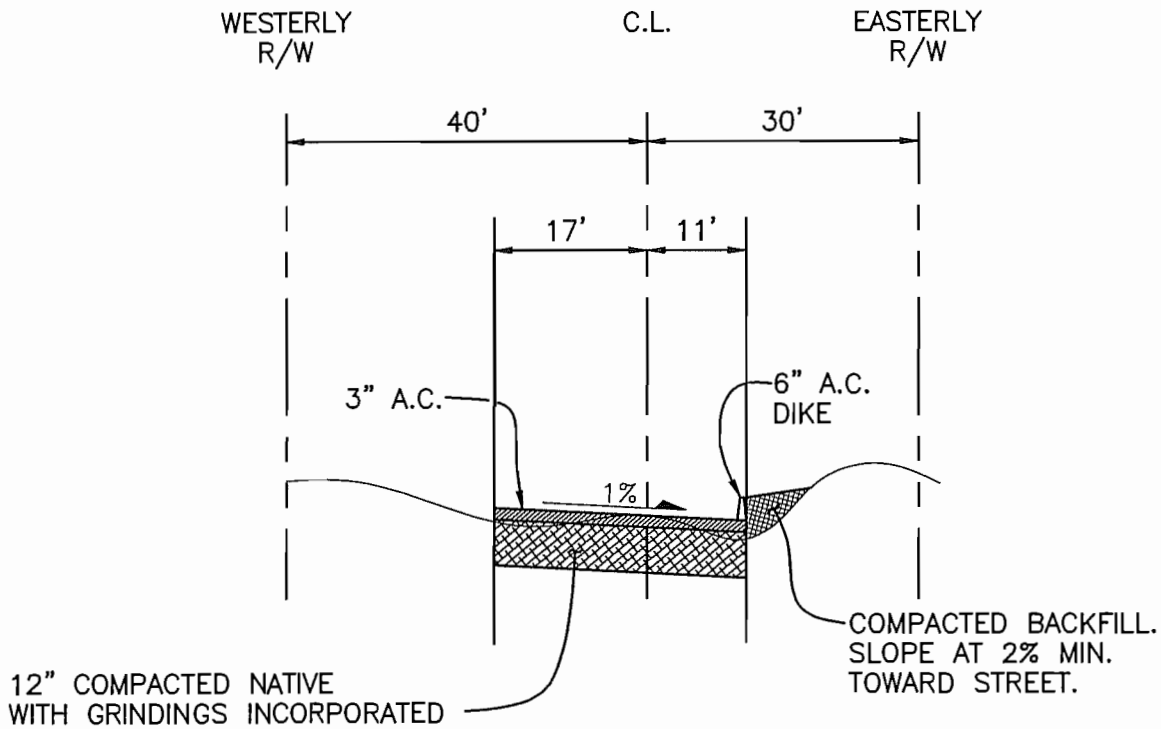
Subject: Cost to reconstruct Black Canyon Road, as per the attached drawing. This scope would include pulverizing the existing area and incorporating those grindings 12" into the existing ground through blending/scarifying with the pulverizer. Next we would moisture condition, fine grade and compact the area to receive a straight grade slope of 1% from one edge of pavement to the other. No crown, if we understand this right. Finally we would place a 3" layer of AC in one lift over the compacted blend of grindings and native material and construct a 6" AC Dike

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Black Canyon Road	1	LS	\$ 107,314.00	\$ 107,314.00

CONDITIONS & EXCLUSIONS:

- This proposal is good for 30 days.
- This proposal will be part of any agreement between the two parties.
- Excludes engineering, staking, testing, permits, inspection fees, and bonds.
- Excludes hazardous material removal / disposal.
- This proposal is based on unit prices.
- The quantities are estimates only, and payment will be by actual quantity.
- This proposal is bid as a package.

Privacy Notice: This Message is intended only for the use of the individual or entity to which it is addressed to and may contain information that is privileged, confidential or exempt from disclosure under applicable Federal or State law. If reader of this message is not intended recipient, you are hereby notified that dissemination, distributing or coping of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.



MAINTAIN APPROXIMATE GRADE AT CENTERLINE AND SLOPE 1%.

PLACE 3" A.C. OVER COMPACTED NATIVE WITH GRINDINGS INCORPORATED

SCARIFY EXISTING GROUND ONE FOOT MINIMUM BELOW EXISTING GROUND AND INCORPORATE GRINDINGS AND RECOMPACT.

EXCESS MATERIALS GENERATED ON SITE MAY BE SPREAD EVENLY ON-SITE AS DIRECTED BY THE TOWN ENGINEER, OR USED AS BACKFILL.

CONTRACT SERVICES AGREEMENT

By and Between

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

and

MATICH CORPORATION

Project No. 8661 – SR62 Traffic and Pedestrian Safety Improvements
Federal Project No. PLHL04-5466(015)

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE TOWN OF YUCCA VALLEY, CALIFORNIA
AND
MATCH CORPORATION**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 5th day of November, 2013 by and between the Town of Yucca Valley, a general law municipal corporation ("Town") and Match Corporation, ("Consultant" or "Contractor"). Town and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties". (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Warranty.

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

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

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

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Million Seven Hundred and Ninety Eight Thousand and 0 Dollars and Zero Cents (\$2,798,000.00)** (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Contractor.

Contractor shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner

officials, officers, employees or agents of Town. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverage.

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

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Town, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Town or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30)

days prior written notice by certified mail return receipt requested to the Town. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

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

CANCELLATION:

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

[to be initialed]

Contractor Initials

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

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

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

5.3 Indemnification.

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

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

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

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

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify Town hereunder therefore, and failure of Town to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Town's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Town's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Town notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Contractor hereby authorizes Town to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability

for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Town the sum of **One Thousand Dollars and Zero Cents (\$1,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The Town may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60)

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Contractor's performance of services under this

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

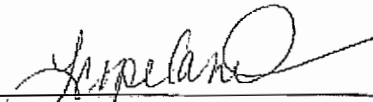
TOWN:

TOWN OF YUCCA VALLEY, a municipal corporation



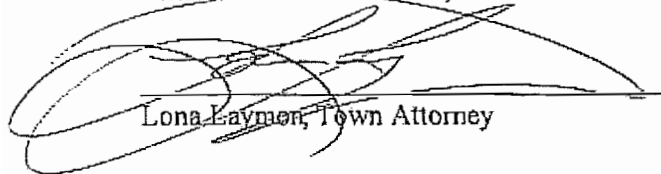
Town Manager

ATTEST:



Town Clerk

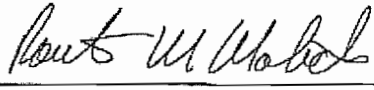
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Lona Laymen, Town Attorney

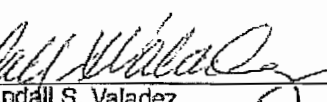
CONTRACTOR:

Matich Corporation

By: 

Name: Robert M. Matich

Title: Vice President

By: 

Name: Randall S. Valadez

Title: Secretary

Address: P.O. Box 10

Highland, CA 92346

Two signatures are required if a corporation.

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

ACKNOWLEDGMENT

State of California
County of San Bernardino

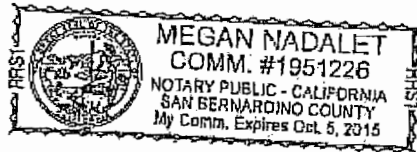
On NOV 26 2013 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

personally appeared Robert M. Matich
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 Megan Nadalet (Seal)



ACKNOWLEDGMENT

State of California
County of San Bernardino)

On NOV 26 2013 before me, Megan Nadalet, Notary Public
(insert name and title of the officer)

personally appeared Randall S. Valadez
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]*

(Seal)



EXHIBIT "A"
SCOPE OF SERVICES

- I. Contractor will perform the following Services:**
- A. Traffic Control as shown on plans and described in Specifications.
 - B. Construct Raised Medians as shown on plans and described in Specifications.
 - C. Construct Curb, Gutter, and Sidewalk as shown on plans and described in Specifications.
 - D. Construct Traffic Signal Light on plans and described in Specifications.
 - E. Construct Street Lights as shown on plans and described in Specifications.
 - F. Install Landscape as shown on plans and described in Specifications.
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the Town:**
- A. Traffic Control as shown on plans and described in Specifications.
 - B. Construct Raised Medians as shown on plans and described in Specifications.
 - C. Construct Curb, Gutter, Sidewalk, ADA Ramps, Driveways and Asphalt as shown on plans and described in Specifications.
 - D. Construct Traffic Signal Light on plans and described in Specifications.
 - E. Construct Street Lights as shown on plans and described in Specifications.
 - F. Install Drainage & Landscape as shown on plans and described in Specifications.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the Town apprised of the status of performance by delivering the following status reports:**
- A. Monthly Progress Meetings
 - B. Construction Schedule
 - C.

IV. All work product is subject to review and acceptance by the Town, and must be revised by the Contractor without additional charge to the Town until found satisfactory and accepted by Town.

V. Contractor will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

8661-Agreement
Project No. 8661 - SRQ Traffic and Pedestrian Safety Improvements
Federal Project No. FH/HA446(015)

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	Task A	<u>\$157,583.00</u>	<u>2/14 – 6/14</u>	_____
B.	Task B	<u>\$216,900.00</u>	<u>2/14 – 6/14</u>	_____
C.	Task C	<u>\$1,0394,440.00</u>	<u>2/14 – 6/14</u>	_____
D.	Task D	<u>\$270,000.00</u>	<u>2/14 – 6/14</u>	_____
E.	Task E	<u>\$87,000.00</u>	<u>2/14 – 6/14</u>	_____
E.	Task F	<u>\$1,027,077.00</u>	<u>2/14 – 6/14</u>	_____

II. A retention of ten percent (5%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The Town will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- V. The total compensation for the Services shall not exceed \$2,798,000.00, as provided in Section 2.1 of this Agreement.
- VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	<u>120 DAYS</u>	<u>2/14 – 6/14</u>
B.	Task B	<u>120 DAYS</u>	<u>2/14 – 6/14</u>
C.	Task C	<u>120 DAYS</u>	<u>2/14 – 6/14</u>
D.	Task D	<u>120 DAYS</u>	<u>2/14 – 6/14</u>
E.	Task E	<u>120 DAYS</u>	<u>2/14 – 6/14</u>

II. Contractor shall deliver the following tangible work products to the Town by the following dates.

A.	Traffic Control	1/6/14
B.	Raised Medians	1/6/14
C.	Concrete and Asphalt	1/6/14
D.	Traffic Signal Light and Street Lights	1/6/14
E.	Drainage and Landscape	1/6/14

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]



Executed in Triplicate

PERFORMANCE BOND

Bond 24051839
Premium: 17,581.00

KNOW ALL BY THESE PRESENTS, That we, Matich Corporation

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Town of Yucca Valley

, (hereinafter called the Obligee), in the sum of Two Million Seven Hundred Ninety Eight Thousand and 0/100

(\$2,798,000.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 21st day of November, 2013.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated November 5, 2013 for Project No. 8661 - SR62 Traffic and Pedestrian Safety Improvements
Federal Project No. PLHL04-5466(015)

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Matich Corporation

Principal

By Robert M. Matich
Robert M. Matich Vice President



Liberty Mutual Insurance Company

By Heather Sattarelli
Heather Sattarelli Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

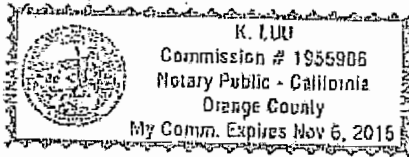
State of California

County of Orange

On NOV 21 2013 before me, K. Luu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Heather Saltarelli
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/it/they executed the same in his/her/its/their authorized capacity(ies), and that by his/her/its/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

Place Notary Seal Above

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: _____

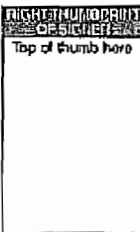
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- 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: _____



Executed in Triplicate

PAYMENT BOND

BOND NO. 24051839

KNOW ALL BY THESE PRESENTS, That we,

Matich Corporation

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

as Principal, hereinafter called Principal, and Liberty Mutual Insurance Company, a MA Corporation,

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Yucca Valley

57090 29 Palms Highway, Yucca Valley, CA 92284

as Oblige, hereinafter called Owner,

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

for the use and benefit of Claimants as herein defined, in the amount of Two Million Seven Hundred Ninety Eight Thousand
and 0/100 Dollars (\$2,798,000.00).

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 5, 2013 entered into a contract with Owner for Project No. 8661 - SR62 Traffic and Pedestrian Safety Improvements, Federal Project No. PLHL04-5466(015) in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.
- 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.
- 3. No suit or action shall be commenced hereunder by any Claimant.
 - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.
 - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 21st day of November, 2013.

Matich Corporation

Principal

By Robert M. Matich
Robert M. Matich Vice President



Liberty Mutual Insurance Company

By Heather Saltarelli
Heather Saltarelli Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

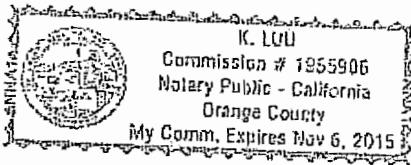
On NOV 21 2013 before me, K. Luu, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Heather Saltarelli
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~~ 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

Place Notary Seal Above

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: _____

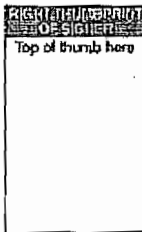
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- 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: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6202266

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Heather Saltarelli, James A. Schaller, Jan Apodaca, Kim Liu, Michael D. Parzino, Rachelle Rheault, Rhonda C. Abel

all of the city of Newport Beach, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on his behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of September, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON 55
COUNTY OF KING

On this 11th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 21 2013 day of NOV 21 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	CONTACT NAME: Diane Weller PHONE (A/C, No. Ext): 949-756-0271 FAX (A/C, No.): 949-756-2713 E-MAIL ADDRESS: dweller@alliant.com PRODUCER CUSTOMER ID #:														
INSURED Match Corporation 1596 Harry Shepard Blvd. San Bernardino CA 92408	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Old Republic General Ins Corp</td> <td style="text-align: center;">24139</td> </tr> <tr> <td>INSURER B: Great American Ins Co</td> <td style="text-align: center;">16691</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic General Ins Corp	24139	INSURER B: Great American Ins Co	16691	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 654734208 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBSCRIBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			A1CG43921311	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/PROP ASG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A1CA43921321	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			TUB405725707	7/1/2013	7/1/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A1CM43921311	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (All per ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Match Job No. 13-099, Town Project No. 8661 - SR62 Traffic and Pedestrian Safety Improvements - Federal Project No. PLHL04-5466(015)
 The Town of Yucca Valley, a municipal corporation, its elected and appointed officers, employees and See Attached...

CERTIFICATE HOLDER The Town of Yucca Valley, a municipal corporation 57090 Twentynine Palms Highway Yucca Valley CA 92284	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;"><i>Diane Weller</i></p>
---	--

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Matic Corporation 1596 Harry Shepard Blvd. San Bernardino CA 92408	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

agents as additional insureds on Primary and Non-Contributory basis. Waiver of Subrogation applies per attached endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Per Written Contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As per written contract but only when coverage for completed operations is specifically required by that contract.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All of your designation construction projects where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section J – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract.

As required by written contract:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Match Corporation		
Policy Number	A1CG43921311	Endorsement No.	
Policy Period	7/1/13-7/1/14 to	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Alice Weller

see certificate

AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER A1CA43921311

COMMERCIAL AUTO
CA 20 01 03 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Match Corporation	
Endorsement Effective Date: see certificate	
Complementary Signature Of Authorized Representative	
Name: Diane Weller	
Title: VP	
Signature: <i>Diane Weller</i>	
Date: see certificate	

POLICY NUMBER: A1CA43921311

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Match Corporaiton

Endorsement Effective Date: see certificate

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us Condition** does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

OLD REPUBLIC GENERAL INSURANCE CORPORATION
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

We have the right to recover our payments from anyone liable for an Injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons and/or organizations that are required by written contract or agreement with the insured, executed prior to the accident or loss.

The premium charge for this endorsement is \$0.00

Named Insured	Matich Corporation		
Policy Number	A1CW43921311	Endorsement No.	
Policy Period	7/1/13-7/1/14	Endorsement Effective Date:	see certificate
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			

Aline Keller

 AUTHORIZED REPRESENTATIVE

see certificate

 DATE

WC 99 03 15 (01/07)

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

Item 6- Town-wide HVAC Service Agreement

Administrative Services Yakimow presented the staff report, explaining that in prior years, the HVAC service agreement with Honeywell only included the system at the Town Hall Complex. The agreement before the Town Council expands the service area to include all Town facilities with the exception of the Replacement Animal Shelter and is considered a cost savings approach to HVAC maintenance services. The three-year agreement allows the Town to enter into rebate programs offered by Southern California Edison.

Council Member Huntington moved to 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. 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

DEPARTMENT REPORTS

**10. Public Lands Highway Discretionary Funds Project (PLHD)
 SR62, Apache Trail to Palm Avenue – Town Project No. 8661
 Federal Project No. PLHL04-5466(015)
 Award of Bid**

Town Project Engineer, Alex Qishta presented the staff report for the Public Lands Highway Discretionary Funds Project (PLHD). Qishta described the project and bid process. Current traffic studies showing an excess of 30,000 daily vehicle trips east and west of Hwy 247 on State Route 62, and the projected growth estimate of these trips increase to approximately 60,000. Qishta stated that the bid deadline was extended due to a low number of interested planholders.

Qishta continued to explain the Town staff continues to work with Caltrans to address concerns voiced at recent public workshops, though many concerns have already been addressed. Qishta explained the conditions of the award of bid required by December 31, 2013.

Mayor Abel opened public comment.

David Bradley, Yucca Valley spoke of a lack of public outreach on the project and spoke in opposition to the highway projects.

Andy Pitts, Yucca Valley voice concern of alternate traffic routes, lack of public outreach, traffic counts and continued to speak in opposition to the highway projects.

Chester Smelser, Yucca Valley stated his opposition to the highway projects.

Ron Cohen, Yucca Valley spoke of past comments made by Council Member Leone regarding the median projects in the west end of Town.

Fritz Koenig, Yucca Valley spoke against the award of bid.

Margo Sturges, Yucca Valley commented on meeting notifications; that the Town should go beyond State requirements.

James Collins, Joshua Tree spoke in opposition to the highway projects.

With no other members of the public wishing to speak, Mayor Abel closed public comments.

Deputy Town Manager Stueckle provided clarification that all environmental documents were handled through appropriate federal and state agencies.

Council Member Leone stated concern that though the project is required by Caltrans, the project seems premature and is causing disruption to the local businesses. Leone continued by stating he does not believe due process was held by notifying local businesses.

Mayor Abel questioned staff on the lack of bids received and the funding process for the project. Qishta explained that there were a total five planholders, with most deciding not to bid on the project. Qishta provided an overview of project funding.

Qishta also explained that as a result of the outreach meetings held with local residents and businesses, the project has been modified to include a left-turn pocket at Palm Avenue and alternative access routes.

Mayor Abel asked for clarification from staff of items of concern brought up at the public outreach sessions such as driveway modifications, sidewalk installation, controlled intersections. Abel commented that the majority of the public concern is with the center medians, not the rest of the project. Abel stated that he would like to see a way to stop the project and separate the project out to not include the center medians.

Council Member Rowe inquired if public safety controls are being included with the new signals. Rowe also asked staff if the project can continue if the center medians are not included, and how much has been spent by the Town so far, to get this project to this point.

Rowe continued to voice concern over the explanation to study the alternative routes and that the council should give specific direction that the alternative routes will be completed and not just studied.

Huntington expressed concern for the property owners and questioned the public outreach. Funds are hard to come by with many years of work to get the project to this point. Huntington explained that the medians are required by Caltrans, and the project satisfies the requirement for some commercial businesses along the highway.

Mayor Pro Tem Lombardo explained that certain highway frontage improvements are required of individual property owners and this project assists property owners to comply with this requirement. Lombardo stated he believes that we need to find a way to make the alternative routes happen.

Council Member Rowe moved to award the construction contract to Match Corporation, in the amount of \$2,798,000.00; and authorize a construction contingency in the amount of \$280,000.00, for a total contract amount of \$3,078,000.00; and authorize the Mayor, Town Manager, and Town Attorney to sign all necessary documents; and authorizing the Town Manager to expend the contingency funds, if necessary, to complete the project; and amend the FY 2013-14 Adopted Budget by authorizing the transfer of \$113,553.00 from Fund 800 to Fund 527; and direct staff to request Caltrans approval to install a left-hand turn pocket for eastbound traffic at SR 62 and Palm Ave; and direct staff to return to Town Council in January 2014 with detailed analysis of developing alternative access routes including Pima Trail, between Church Street and Palm Avenue, and the alley between Palm Avenue and Grand Avenue. Council Member Huntington seconded. Motion carried 3-2 on a roll call vote with Council Member Leone and Mayor Abel voting in opposition.

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

11. Town Council Manual of Procedural Guidelines- Status Update and Approval of Interim Language Regarding Officers

Administrative Services Director Yakimow presented the staff report, giving background information and historical discussion of the selection of Mayor and Mayor Pro Tem, and

formation of these districts began in 2005 and there are nine maintenance districts in existence today. The assessment Engineers Report establishes the amount of annual assessment in each of the districts.

Mayor Lombardo opened the public hearing. With no members of the public wishing to speak, the public hearing was closed.

Council Member Leone sought confirmation that these assessments are for new development only.

Mayor Pro Tem Huntington commented on the assessment numbers, noting that there are minor adjustments from the prior year.

Council Member Abel moved to adopt Resolution No. 14-21, approving and confirming the assessments as set forth in the Engineer’s Reports and declares its intent to levy and collect assessments upon real property within the existing districts for the 2014-15 tax year, and authorizes the levy of assessments as recommended in the Engineer’s Reports. Council Member Leone seconded. Motion carried 5-0 on a roll call vote.

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

DEPARTMENT REPORTS

**14. Public Lands Highway Discretionary Funds Project (PLHD)
 SR62, Apache Trail to Palm Avenue – Town Project No. 8661
 Federal Project No. PLHL04-5466(015)
 Contract Amendment; 2014-15 Budget Amendment
 Black Rock Canyon Road; Additional Traffic Control**

Town Project Engineer Qishta presented the staff report requesting an amendment to the PLHD contract with Matich Corporation to include repairs to Black Rock Canyon Road into the project scope. Pursuant to Town Council direction to bring Black Rock Canyon Road into the Town’s Maintained Road System, staff has identified a temporary solution to bring the road to a drivable status. This involves eliminating potholes and deteriorated asphalt road surface by pulverizing the existing asphalt in place, followed by grading and compacting.

Continued research to acquire additional financial resources is necessary to construct a typical asphalt concrete road. It is estimated that the temporary solution will require grading approximately every 2-3 months, and after significant storm events.

The requested amendment to the Matich contract also includes provisions to minimize the impact to traffic on SR 62 during construction. With temporary restriping, labor and equipment, the contractor will open both lanes of traffic at the end of each day and during the weekends.

Mayor Lombardo opened public comments. With no members of the public wishing to speak, public comments were closed.

Council Member Abel commented favorably on the inclusion of Black Rock Canyon Road into the maintained road system, and would like to see the road fully paved in the near future. Abel stated he is impressed with Matich and how quickly the company is moving along with the sidewalks.

Mayor Pro Tem Huntington inquired if the Black Rock Canyon Road repair includes any work on San Marino. Huntington also explained that this is not a permanent solution and would like to see agreements with the residents along Black Rock Canyon Road, with the understanding that the property owners will be responsible for certain aspects of the road maintenance.

Council Member Leone commented on the number of vehicles traveling along Black Rock Canyon Road and wished this was taken care of a long time ago. Leone also commented favorably on the work along the highway and the flexibility of opening and closing lanes at the appropriate times.

Mayor Pro Tem Huntington moved to:

- Approve a contract amendment per Section 1.10 of the original Contract between the Town of Yucca Valley and Matich Corporation to add Black Rock Canyon Road repair to the scope of work in the amount of \$28,000, subject to easement acquisition on the east side of Black Rock Canyon Road;
- Amend the 2014/15 Adopted Budget to transfer \$30,800 (\$28,000 plus \$2,800 contingency) from Fund 516 to Fund 527.
- Direct staff to return to the Town Council at the meeting of July 15, 2014 with the recommended area of improvement/maintenance for Black Rock Canyon Road and a Resolution establishing the timeline for accepting Black Rock Canyon Road into the Town's Maintained Road System;
- Direct staff to proceed with the amended traffic control plan enabling two open travel lanes for both east and west bound traffic on SR 62 at the end of each work day and on weekends

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

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

15. Resolution No. 14-22; Authorization of the Levy of a Special Service Tax upon Real Property within Community Facilities District (CFD) No. 11-1

Town Project Engineer Qishta presented the staff report for the authorization of the levy of a special service tax upon real property within CFD No. 11-1. As a legislative body, the Town Council by resolution as provided in section 53340 of the ACT, determines the specific special tax rate and amount to be levied for the current or future tax years. The special tax rate to be levied shall not exceed the maximum rate.

The Town has formed three such service areas included in CFD No. 1-1. These include Warren Vista Center CFD, Annexation Area No. 1, Improvement Area 1; Dollar General CFD, Annexation Area No. 1, Improvement Area 1; and, Super Wal-Mart CFD, Annexation Area No. 2, Improvement Area 3.

Mayor Lombardo opened public comments. With no members of the public wishing to speak, public comments were closed.

Council Member Leone Moved to adopt Resolution 14-22, authorizing the annual levy of special taxes for Community Facility District No. 11-1, for fiscal year 2014/2015. Council Member Rowe seconded. Motion carried 5-0 on a roll call vote.

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

16. Resolution No. 14-23; Budget Amendment; Recall Petition Summary

Town Clerk Copeland presented the staff report requesting a 2013-14 fiscal year budget amendment for unanticipated expenditures related to the recall petition process incurred during the fiscal year.

Mayor Lombardo opened public comments.

Charles McHenry, Yucca Valley commented on the costs associated with the attempted recall process.

With no other members of the public wishing to speak, Mayor Lombardo closed public comments.

Council Member Abel asked for clarification on the revised acquisition agreement and joint escrow instructions. Abel commented favorably on giving consideration of local user groups using the facility.

Council Member Rowe stated she would like to have more time to review the revised agreement.

Mayor Pro Tem Huntington also stated he would like to continue the item for further review of the agreement.

Council Member Rowe moved to continue the Brehm Youth Sports Park Acquisition Agreement to a future meeting. Mayor Pro Tem Huntington seconded. Motion carried 5-0 on a roll call vote.

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

9. Black Rock Canyon Road

Town Project Engineer Qishta presented the staff report seeking approval of the maintenance area of Black Rock Canyon Road, between the Town’s southern boundary and to the northern edge of San Marino Drive. The proposed approval includes the direction of staff to obtain necessary easements and accepts Black Rock Canyon Road into the Town’s Maintained Road System.

Qishta continued to give background on the item, explaining Traffic Safety Policy No. 5. This policy establishes the standards by which roads may be dedicated to the Town for ongoing maintenance. These standards ensure that privately developed roads meet minimum Town standards before being accepted into the Town’s Maintained Road System, similar in practice to the County of San Bernardino prior to the Town’s incorporation. When roads were not developed to the Town (or County) standards, those roads were not accepted into either Maintained Road System.

Black Rock Canyon Road, from the south side of San Marino Drive southerly to the National Park Boundary is not within the Town’s Maintained Road System. The roadway has now developed severe potholing as well as edge raveling.

Engineer Qishta, presented various options of road improvements for discussion.

Mayor Lombardo opened public comment.

John Scalzo, Yucca Valley stated he lives on Black Rock Canyon Road and spoke of concern of dust and maintenance costs if the Town chooses to revert the road back to dirt. Scalzo also questioned the 27 ft. gap not maintained by the Town, between the proposed work area and the property lines. Scalzo presented written comment to the Town Council.

Gladys Kovaleff, Yucca Valley spoke in agreement to Scalzo's comment.

Charles McHenry, Yucca Valley spoke of concern regarding the water run-off along the west side of the roadway.

Susan Simmons, Yucca Valley commented on drainage issues along Black Rock Canyon Road.

Ramon Mendoza, Morongo Valley suggested a Title 24 review prior to starting any construction.

Written comment on the item was received by Robert Nelson of Yucca Valley.

With no other members of the public wishing to speak, Mayor Lombardo closed public comment.

Deputy Town Manager Stueckle explained the process staff has conducted in reviewing the repair alternatives in this difficult situation. The Town does not have the resources to adequately repair and maintain the road. Dust may be a concern with significant traffic if left a dirt road.

Council Member Leone suggested applying a saline solution to help with dust on dirt roads. Leone understands the area is impacted with drainage issues, but would like to get this road fixed.

Council Member Abel agreed that the road needs attention. Abel inquired on any scheduled improvements in the National Park Campground and if water run-off issues would be addressed. Alternative funding needs to be located.

Council Member Rowe clarified that funding sources are often restricted and can only be used for certain purposes. Rowe questioned Alternative 1- and the damage risk in the event of a significant storm, and stated that continued maintenance is not a prudent use of money. Rowe would be in favor of using the Town's reserves to address the Black Rock Canyon Road repair.

Mayor Pro Tem Huntington also stated he would like to see something done with the road and questioned the easement footages along each side of the road. Plans should include addressing issues with worse-case flooding. Huntington suggested looking into inverting the roadway, for water to run into the middle of the roadway.

Mayor Lombardo stated he would like see the road paved and the use of reserves might be an option to accomplish it. Lombardo commented favorably of Huntington’s suggestion of inverting the roadway.

Council Member Leone stated he would also be in favor of using reserves for the road repair.

Council Member Rowe moved to (Alternative 1) adopt Resolution No. 14-25, approve the Maintenance Area of Black Rock Canyon Road, between the Town’s southern boundary and to the northern edge of San Marino Drive, identified on Attachment A to the Resolution, direct staff to proceed with obtaining necessary easements and accept Black Rock Canyon Road into the Town’s Maintained Road System on the date that Matich Corporation begins work on Black Rock Canyon Road, and directing the town Engineer to report back to the Town Council on the effective date of acceptance; and, (Alternative 3) to prepare shelf-ready construction plans, with the anticipation that the design of the ultimate roadway, along with drainage improvements would be approximately \$50,000 to \$60,000, with staff continuing to seek federal monies and/or grants to completely reconstruct the road. Mayor Pro Tem Huntington seconded. Motion carried 5-0 on a roll call vote.

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

POLICY DISCUSSION

**10. Town Council Policy Discussion and Direction to Staff
Posting Regulatory Signs on Private, Non-Maintained Dirt Roads.**

Town Project Engineer Qishta presented the staff report seeking policy discussion and direction to staff for the posting of regulatory signage on private, non-maintained dirt roads. History of past Town Council discussion was given. At the Town’s incorporation, the Town was obligated to continue maintaining approximately 135 miles of roads previously maintained by San Bernardino County. Of that total, only 1.5 miles were unimproved dirt roads.

Many factors are to be considered including to evaluate the legal right to enter upon and perform maintenance using public funds on private, dirt roads. Implementing regular and ongoing maintenance on non-maintained dirt roads creates an implication of acceptance of that road into the maintained system. Fiscal considerations must be evaluated throughout the process.

Mayor Lombardo opened public comment.

Lesley Copeland

From: Andrea Siegner <asiegner@matchcorp.com>
Sent: Friday, September 26, 2014 8:29 AM
To: Alex Qishta
Cc: George Fonville; Kelly Koleszar; David Behrens
Subject: FW: Black rock road
Attachments: revised CROSS SECTION.pdf

Hi Alex.
As per the attached drawing the 6" AC Dike will cost \$9.10 per LF, adding \$11,830.00 to the previous quote of \$95,485.00. This will make the revised total cost for this work \$107,314.00. Please advise if you would like Match to proceed.

Should you have any questions, comments, or concerns, please do not hesitate to contact me. Thank you.

Andrea Siegner
Project Engineer



Match Corporation
PO Box 10
Highland, Ca. 92346
Ph: 909-382-7400
Fx: 909-495-1498
<http://www.matchcorp.com>

-----Original Message-----

From: Robert Matich
Sent: Thursday, September 11, 2014 12:57 PM
To: Alex Qishta
Cc: George Fonville; Andrea Siegner
Subject: FW: Black rock road

Hi Alex,
George sent me the attached drawing and asked to price the plan out accordingly.
This scope would include pulverizing the existing area and incorporating those grindings 12" into the existing ground through blending/scarifying with the pulverizer.

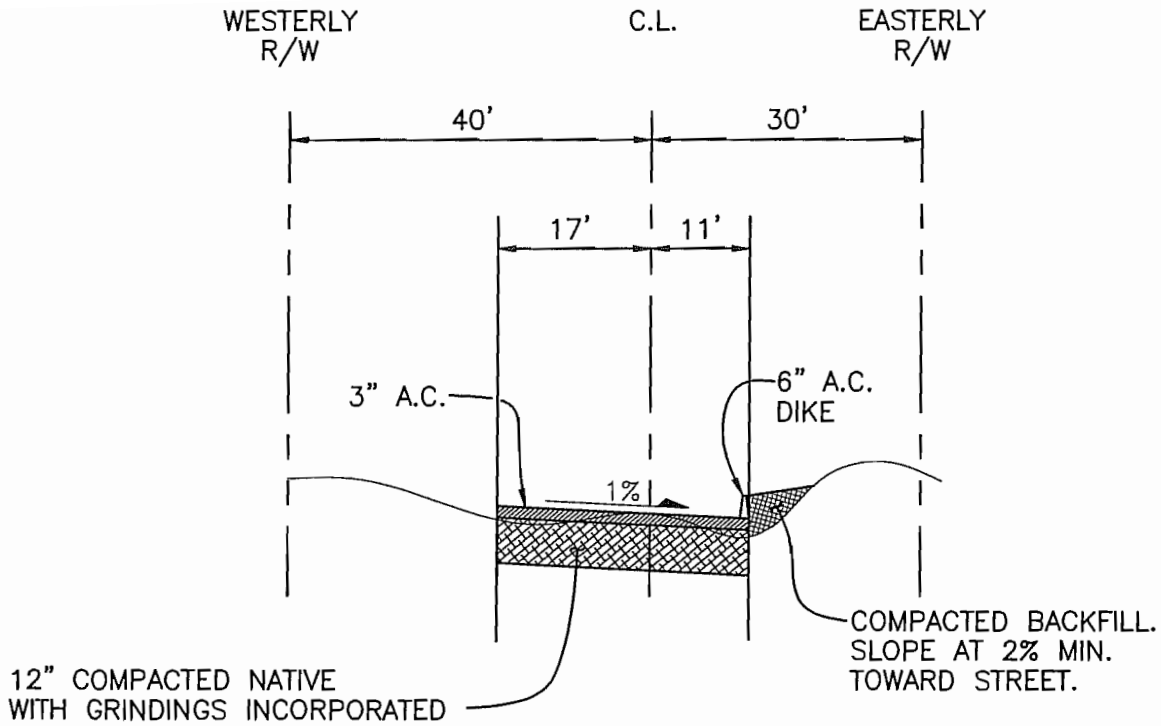
Next we would moisture condition, fine grade and compact the area to receive a straight grade slope Of 1% from one edge of pavement to the other. No crown, if we understand this right.

Finally we would place a 3" layer of AC in one lift over the compacted blend of grindings and native material.

The cost for doing this work is \$95,485.00

Please call me or George with any questions.

Robert M. Matich



MAINTAIN APPROXIMATE GRADE AT CENTERLINE AND SLOPE 1%.

PLACE 3" A.C. OVER COMPACTED NATIVE WITH GRINDINGS INCORPORATED

SCARIFY EXISTING GROUND ONE FOOT MINIMUM BELOW EXISTING GROUND AND INCORPORATE GRINDINGS AND RECOMPACT.

EXCESS MATERIALS GENERATED ON SITE MAY BE SPREAD EVENLY ON-SITE AS DIRECTED BY THE TOWN ENGINEER, OR USED AS BACKFILL.

RESOLUTION NO. 14-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE MAINTENANCE AREA FOR BLACK ROCK CANYON ROAD AS IDENTIFIED ON ATTACHMENT "A" TO THIS RESOLUTION AND ACCEPTING BLACK ROCK CANYON ROAD INTO THE TOWN'S MAINTAINED ROAD SYSTEM AT THE TIME THAT MAINTENANCE EFFORTS ARE INITIATED

WHEREAS, Black Rock Canyon Road provides access to public facilities, including South Park and Black Rock Campground; and

WHEREAS, access to public facilities is an important element of making those public facilities available to residents and public facility users; and

WHEREAS, Traffic Safety Policy No. 5 identifies requirements and standards established by the Town for accepting roads offered to the Town into the Town's Maintained Road System; and

WHEREAS, acquisition of easements along the eastern side of Black Rock Canyon Road is necessary in order for the Town to maintain the roadway; and

WHEREAS, the actions described in this Resolution shall only be effective with the offer of dedication of the necessary easements and the Town's acceptance of those easements.

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

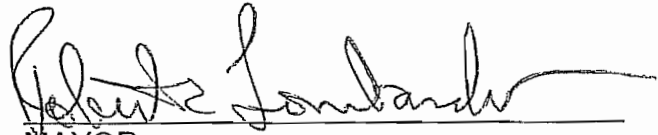
Section 1: The Town Council approves the Maintenance Area of Black Rock Canyon Road, between the Town's southern boundary and to the northern edge of San Marino Drive, identified on Attachment A to the Resolution.

Section 2: The Town Council directs staff to proceed with obtaining necessary easements and only approves these actions if the easements are offered and the Town accepts the easements.


Section 3: The Town Council accepts Black Rock Canyon Road into the Town's Maintained Road System on the date that Matich Corporation begins work on Black Rock Canyon Road.

Section 4: The Town Council directs the Town Engineer to report back to the Town Council on the effective date of acceptance.

APPROVED AND ADOPTED THIS 15TH DAY OF July, 2014.


MAYOR


ATTEST:


TOWN CLERK

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
TOWN OF YUCCA VALLEY

I, Lesley R. Copeland, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Resolution No. 14-25 as duly and regularly adopted at a meeting of the Town Council of the Town of Yucca Valley, California at a meeting thereof held on the 15th day of July, 2014, by the following vote:

Ayes:	Council Members Abel, Huntington, Leone, Rowe, and Mayor Lombardo
Noes:	None
Abstain:	None
Absent:	None



TOWN CLERK

Town of Yucca Valley
FY 2014-16 Amended Budget
Special Revenue Funds

Amended 6/23/14 CM & Proposed for CF

		2013-14		2014-15	2014-15	2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
516 - LTF						
RECEIPTS						
SANBAG Revenue	4828	\$ 56,000	\$ -	\$ 56,000	\$ 121,431	\$ 56,000
SANBAG TDA Grant -TAIM	4167	91,000	-	-	-	-
Legal Settlement		-	-	-	-	-
Interest	4611	250	1,001	250	500	250
TOTAL RECEIPTS		147,250	1,001	56,250	121,931	56,250
EXPENDITURES						
Indirect Cost		-	-	-	-	-
Professional Services		4,600	-	4,600	4,600	4,600
TOTAL EXPENDITURES		4,600	-	4,600	4,600	4,600
CAPITAL OUTLAY						
Work in Progress		282,000	-	525,000	534,200	5,000
TOTAL CAPITAL OUTLAY		282,000	-	525,000	534,200	5,000
OPERATING TRANSFERS IN (OUT)						
Transfer OUT - Fund 529	9499	(50,000)	(50,000)	-	-	-
Transfer OUT - Fund 542	9499	-	-	(120,000)	(120,000)	-
Transfer OUT - Fund 527	9499	-	-	-	(30,800)	-
TOTAL OPERATING TRANSFERS IN (OUT)		(50,000)	(50,000)	(120,000)	(150,800)	-
INCREASE (DECREASE) IN FUND BALANCE						
		(189,350)	(48,999)	(593,350)	(567,669)	46,650
BEGINNING FUND BALANCE		923,182	923,182	899,832	874,183	306,514
ENDING FUND BALANCE		733,832	874,183	306,482	306,514	353,164
Due to (from other funds)		(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
ENDING CASH BALANCE		\$ 433,832	\$ 574,183	\$ 6,482	\$ 6,514	\$ 53,164
Work in Progress Detail						
		2013-14		2014-15	2014-15	2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
Project	Account					
Street Engineering Prof Serv	516 55-59 7117 0000	5,000	-	5,000	5,000	5,000
SANBAG TAIM Project	516 55-59 8310 8454	182,000	-	-	-	-
Town Wide Slurry Seal	516 55-59 8310 8340	-	-	-	-	-
Blackrock Road Repair	516 55-59 8310 8455	75,000	-	150,000	139,200	-
Fortuna	516 55-59 8310 8351	20,000	-	-	20,000	-
Grand/Palm Alley	516 55-59 8310 8559	-	-	170,000	170,000	-
Pima Trail	516 55-59 8310 8562	-	-	200,000	200,000	-
		282,000	-	525,000	534,200	5,000

Town of Yucca Valley
 FY 2014-16 Amended Budget
 Special Revenue Funds

Amended 6/23/14 CM & Proposed for CF

	2013-14		2014-15		2015-16
	Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
527 - Public Lands Fed Grant					
RECEIPTS					
PLHD Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Funds From SA 527 55-59 4702 8661-630	250,000	250,000	-	-	-
Measure I Exchange	-	-	-	-	-
SLPP Funding	-	-	-	-	-
SAFETEA -LEU -Federal	-	-	-	-	-
TOTAL RECEIPTS	250,000	250,000	-	-	-
EXPENDITURES					
Indirect Cost Recovery	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
CAPITAL OUTLAY					
Work in Progress	3,103,000	364,765	-	2,769,030	-
TOTAL CAPITAL OUTLAY	3,103,000	364,765	-	2,769,030	-
OPERATING TRANSFERS IN (OUT)					
Transfer IN - Fund 800 527 55-59 4999 8661-400	113,553	22,153	-	91,400	-
Transfer IN - Fund 535 527 55-59 4999 8661-401	1,440,000	-	-	1,440,000	-
Transfer IN - Fund 534 527 55-59 4999 8661-402	723,120	-	-	723,120	-
Transfer IN - Fund 520 527 55-59 4999 8661-403	135,000	-	-	135,000	-
Transfer IN - Fund 522 527 55-59 4999 8661-404	613,120	-	-	613,120	-
Transfer IN - Fund 516 527 55-59 4999 8661-405	-	-	-	30,800	-
TOTAL OPERATING TRANSFERS IN (OUT)	3,024,793	22,153	-	3,033,440	-
INCREASE (DECREASE) IN FUND BALANCE					
	171,793	(92,612)	-	264,410	-
BEGINNING FUND BALANCE	(155,880)	(155,880)	15,913	(248,492)	15,918
ENDING FUND BALANCE	\$ 15,913	\$ (248,492)	\$ 15,913	\$ 15,918	\$ 15,918

Work in Progress Detail

Project	Account	2013-14		2014-15		2015-16
		Amended Budget	Actual	Adopted Budget	Amended Budget	Adopted Budget
PLHD PAVED Phase 1	527 55-59 8310 8661 100	-	-	-	-	-
PLHD PS&E Phase 2	527 55-59 8310 8661 101	-	-	-	-	-
PHLD ROW Phase 3	527 55-59 8310 8661 102	25,000	24,995	-	-	-
Measure I Exchange Phase 1	527 55-59 8310 8661 200	-	-	-	-	-
Measure I Exchange Phase 2	527 55-59 8310 8661 200	-	-	-	-	-
Cnstr Phase 4 - Non Contract	527 55-59 8310 8661 400	191,760	32,119	-	159,641	-
Cnstr Phase 4 - SAFETEA	527 55-59 8310 8661 401	1,440,000	132,016	-	1,307,984	-
Cnstr Phase 4 - SLPP	527 55-59 8310 8661 402	723,120	100,010	-	623,110	-
Cnstr Phase 4 - Mea I Reg	527 55-59 8310 8661 403	135,000	75,625	-	59,375	-
Cnstr Phase 4 - Mea I Arterial	527 55-59 8310 8661 404	588,120	-	-	588,120	-
Cnstr Phase Blackrock Amend	527 55-59 8310 8661 405	-	-	-	30,800	-
		P. 12900	364,765	-	2,769,030	-

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Lesley Copeland, Town Clerk
Lona Laymon, Town Attorney
Date: October 2, 2014
For Council Meeting: October 7, 2014

Subject: Initiative Process Update

Prior Council Review: The Council received a preliminary review of the matter on September 16, 2014

Recommendation: That the Town Council:

- Receive and file a status update on the initiative process and how it relates to petitions submitted to the Town concerning medical marijuana;
- Provide specific guidance and direction to staff on the alternatives presented in the Town's legal counsel petition Memorandum as appropriate.

Order of Procedure:

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

Discussion:

As the local Elections Official, the Town Clerk received a Notice of Intent to circulate a petition to the voters for a proposed ordinance to exempt a limited number of medical marijuana dispensaries from the Town's prohibition on medical marijuana dispensaries. Subsequently, the Town Clerk received Notice of Publication of the same.

Initiative Process Background

A proposed ordinance may be submitted by petition (California Elections Code Section 9201.) The first step of this process is to file a Notice of Intent to circulate an initiative petition to the Elections Official, including the written text of the proposed initiative. The Notice of Intent must be signed by at least one, but not more than three proponents. At this time, the proponents

Reviewed By:

Town Manager

Town Attorney

Admin Services

Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

must also submit a request for a ballot title and summary to be prepared by the Town Attorney. The Town Attorney must provide a ballot title and summary of the proposed measure within 15 days from the time the Notice of Intent was filed. The ballot title and summary shall be a true and impartial statement of the purpose of the proposed measure.

The proponents are required to publically notice the Notice of Intent and the ballot title and summary in a newspaper of general circulation within the local jurisdiction. Within 10 days after the date of the notice of publication, the proponents must provide the Elections Official with the Publication Affidavit issued by the newspaper representative.

Once the proof of posting has been delivered to the Elections Official, the proponents may begin circulating petitions among the voters. The petition forms must adhere to requirements stated in the California Elections Code. The proponents will have 180 days from the date the ballot title and summary was provided, to collect signatures and return the completed petition sections to the Elections Official. The number of qualified signatures is based on a percentage of the number of registered voters within the jurisdiction as reported by the Elections Official to the Secretary of State pursuant to Section 2187, effective at the time the Notice of Intent to circulate was received.

Upon submittal of the initiative petition to the Town Clerk, the Town Clerk will conduct a cursory examination of the signatures. The Town Clerk may then forward the initiative petition to the County for additional examination. If the initiative petition is validly signed by not less than 15 percent of the registered voters within the jurisdiction and includes a request that the ordinance be submitted immediately to a vote of the people at special election, the legislative body has three options:

- A. Adopt the ordinance with no alterations, at a regular meeting. The ordinance will be considered adopted upon the date that the vote is declared by the legislative body, and will go into effect after 10 days.
- B. Immediately call a special election
- C. Order a report pursuant to Code Section 9212 relating to the fiscal or environmental impact of the proposed initiative, at a regular meeting at which the petition certification occurs. If Option C is chosen, the legislative body will then decide within 10 days to exercise Option A, or B.

If the initiative petition is validly signed by not less than 10 percent of the registered voters but less than 15 percent, the legislative body has similar options as previously stated. However, the ordinance can be submitted at the next regular municipal election, instead of holding a special election.

Recent Petition Received

As previously reported, the Town Clerk has received a Notice of Intent to circulate a petition among the voters for a proposed ordinance exempting a limited number of medical marijuana

dispensaries from the Town's current prohibition on medical marijuana dispensaries within the Town of Yucca Valley limits.

On July 14, 2014, a Notice of Intent to circulate was received by the Town Clerk and was forwarded to the Town Attorney for review and the creation of a ballot title and summary. The ballot title and summary was provided to the proponents on July 29, 2014 within the required time frame. On August 6, 2014, the Notice of Intent was published in the local newspaper in accordance to the Elections Code.

On August 27, 2014, the Town Clerk received notice that there was a change in proponents for the proposed initiative, so a new Intent to Circulate was filed to reflect the updated information. Prior to the issuance of a new ballot title and summary, a third version of the petition was received by the Town Clerk on September 8, 2014. The process started over at the receipt of the third version. The 180-day time period to circulate the petition began on September 23, 2014 upon delivery of the ballot title and summary to the proponents. The deadline to turn in the signed petition is March 23, 2015.

In recent discussions with Town staff, proponents expressed they anticipate the signature gathering process to be complete by the end of October, 2014.

Legal Counsel Summary of Petition Alternatives

Town legal counsel has prepared a summary memorandum of the petition for the Council's review and consideration. The Town attorney will provide a verbal review of this memo along with the proposed action recommendations for Council at the next meeting on October 21, 2014.

Fiscal impact: There is no fiscal impact associated with this item at this time.

Attachments: Town Legal Counsel Memorandum
Existing Ordinance 215



TO: Mayor Lombardo; Members of the Town Council; Town Manager

FROM: Lona Laymon, Town Attorney
Julie Hayward Biggs, Special Counsel

DATE: October 1, 2014

RE: Proposed Initiative Measure: Medical Marijuana Dispensaries

INTRODUCTION

An initiative measure is currently being circulated within the Town of Yucca Valley that would permit the operation of up to four medical marijuana dispensaries within the Town. The petition proposes an ordinance that *allows* and regulates the operation of such businesses. At this point, the procedures required to begin circulation of the petition have been completed and circulation has begun. The proponents have enlisted the assistance of paid circulators and plan to aggressively pursue signatures, hoping to bring the petition forward for certification in the next two months.

Our office has been asked to review for the Town Council the responsive procedures and options that exist assuming that the petition is successfully circulated and a sufficient number of signatures are obtained to place the measure on an upcoming ballot.

SUMMARY OF ISSUES

1. Q: May the Town Council negotiate with the proponents of the initiative measure and then enact an ordinance acceptable to all parties?

A: While the Town Council may hold a workshop or other forum to attempt to work out a compromise ordinance acceptable to the Town and to the initiative proponents. This can happen at any time during the campaign process. But, to agree to a compromise ordinance, the proponents would need to withdraw their petition to stop the initiative process. Further, any compromise ordinance that might be enacted would be subject to amendment by the Town Council without a vote of the people in the future. In short, there are openings for negotiation, but potentially little incentive for proponents to negotiate if they sense a likelihood of success in the petition process.

2. Q: How can the Town Council respond to an initiative measure once sufficient signatures for the ballot have been collected and certified by the elections official?

A: Elections Code Section 9214¹ provides that upon presentation of an initiative measure with sufficient certified signatures to place it on the ballot, the Town Council has the following options:

- a. Immediately adopt the proposed ordinance as written; or
- b. Depending on the number of valid signatures submitted, call either a special election to consider the measure (if 15% of registered voters sign) or place the measure on the next general municipal election ballot (if 10% of registered voters sign); or
- c. Request that staff prepare a study of any issues or concerns that the Council may have with regard to the effect the proposed measure will have on the City, including economic effects to be returned to the Council within 30 days for action (Section 9212).
- d. Item 3, a competing Town-sponsored initiative is another option.

3. Q: May the Town Council submit a proposed initiative measure altering the measure presented by the proponents as an alternative choice for the electorate?

A: Yes. Should the Town Council wish to propose its own medical marijuana ordinance to the voters as an alternative to the petition submitted by the proponents, it may do so by enacting its own ordinance and directing that it be placed on the ballot at either a special or regular municipal election (Section 9222).

4. Q: How can the Town assure that any costs incurred for additional public safety measures caused by permitting medical marijuana dispensaries to operate in the Town can be addressed?

A: The measure currently being circulated does not include any funding mechanism to address possible negative impacts from the allowance of medical marijuana dispensaries. Specific costs associated with medical marijuana dispensaries have been noted in several jurisdictions. Off-sets for these costs may be incorporated in a Council-sponsored initiative ordinance by way of penalties or fees determined by a study of the actual cost to address public health and safety issues that may arise as a result of the permitted use. We recommend that such a fiscal analysis be authorized.

5. Q: May the Town submit a tax measure to the electorate to tax marijuana dispensaries as a means of covering implementation and enforcement costs.

¹ All code references are to the California Elections Code unless otherwise noted.

A: We believe medical marijuana dispensaries can be taxed just like any other use, similar to a transient use (hotel) tax, so long as the tax is passed by a vote of the people in accordance with Prop 218. The Town Council may generally submit a tax measure to the electorate at a regular municipal election. However, the Council can only submit a tax measure to the ballot a special election upon making a unanimous finding of “fiscal emergency”. The next earliest ballot a tax measure could be submitted by the Town, absent a fiscal emergency, is November of 2016.

RECOMMENDATIONS

Town staff is looking for general direction from the Council, which direction may be aimed at the following recommendations:

1. That staff and the Town Attorney prepare an analysis of the currently-proposed medical marijuana dispensary initiative to evaluate any perceived regulatory shortfalls in that proposal. Such analysis would, for example, recommend further regulations to minimize impacts of marijuana dispensaries upon residential neighborhoods, traffic, schools and public safety.
2. The petition currently being circulated sets forth a “preferred dispensary” scheme by which the organization affiliated with the petition proponents would get preferential and exclusive first rights to opening a dispensary in Yucca Valley. Staff seeks Council direction as to (i) how many dispensaries per thousand citizens should be allowed, if any, and (ii) what criteria should be used to determine which dispensaries are permitted.
3. The petition currently being circulated contains no revenue-generating provisions to offset the costs of public safety and welfare impacts that may be attributable to medical marijuana dispensaries operating in the Town. If the Town Council is interested in considering an alternative measure or ordinance that contains such revenue-generating measures, we recommend that staff be authorized to commission a study to determine the cost nexus between medical marijuana dispensaries and public safety, code enforcement and environmental impacts.

ANALYSIS

1. Negotiating Compromise

If there is consensus that negotiating with the proponents of the initiative measure might result in a positive outcome for the City, that is certainly an action that may be undertaken—and such negotiations do not exclude pursuing the other courses of action suggested in this memo. The efforts here so far, however, would seem to indicate that the proponents are prepared to proceed through the initiative process. The Council certainly could hold a workshop or other forum to explore the specific provisions of the proposed initiative ordinance and how it would operate within the City. Any compromise or change in what is now proposed and being circulated, however, would

require the proponents to resubmit their proposal and start the process again. Since this is their third attempt to complete this process, it seems somewhat unlikely that they would be willing to divert their energies at this point.

The Council could adopt its own ordinance in an effort to persuade the proponents to withdraw their petition. If such an ordinance were satisfactory to the proponents that approach might work. A Council ordinance without voter approval, however, can always be changed by the Council at a future date. Such an ordinance would be invalidated and overturned by any subsequent initiative measure that the voters enact as well. Given the effort that has gone into the current initiative petition, and the fact that what is being circulated cannot be amended but would have to be withdrawn, negotiation of a different approach does not appear to be a very successful approach.

2. Processing the Pending Petition

a. Filing the Petition and Verifying Signatures

Proponents of the initiative measure are required to file the petition with the Town Clerk as the elections official. The elections official then does a cursory check to determine whether the requisite number of signatures has been obtained. To place a measure on a regular municipal election, the petition must be signed by at least 10% of the registered voters in the jurisdiction. To place a measure on a special municipal election, the petition must state that request and must be signed by at least 15% of the registered voters in the jurisdiction. Once the preliminary review is complete, the elections official, either the Town Clerk or the County Registrar of Voters, examines the petition to verify the validity of the signatures. Once that process is complete, the verified petition is submitted to the Town Council for action at a regular Town Council meeting.

b. Option 1 - Enacting the Initiative Ordinance

The first option the Town Council has is to simply adopt what the proponents submit and enact it as an ordinance of the City. If that option is exercised, the proposed initiative ordinance will immediately become law. The statute provides that the Town Council may enact the initiative ordinance as presented at the regular meeting at which it is presented or within 10 days. Since it is an initiative ordinance, there is no requirement for a first and second reading. The procedure is essentially the same as if it had been submitted to the electorate. Once the vote of the Council is taken, the ordinance takes effect. That vote may be postponed to an adjourned meeting but it must occur within 10 days of the regular meeting where the petition is presented.

It is important to note that if the Council enacts the ordinance as presented, it is treated for all purposes as if it had been voted on by the people. As a result, an ordinance enacted in this manner can only be amended or repealed by another vote of the people (Section 9217).

c. Option 2 - Call an Election

In the event that the Town Council does not choose to enact the initiative ordinance as presented, it may call an election and place the measure on the ballot. If the proponents have

submitted a petition with verified signatures of 15% of the registered voters in the jurisdiction, and if the petition itself has requested a special election be called, the Town Council must call a special election in accord with the provisions of Section 1405. That statute requires that a special election be held between 88 and 103 days after the order calling the election. If that date falls within a 180 day time frame where another special or regular election is scheduled within the jurisdiction, the special election for the initiative may be consolidated with that election. Some other exceptions also apply depending on the timing of the order calling the election.

If the proponents submit a petition with verified signatures of only 10% of the registered voters in the jurisdiction, the Town Council must set the initiative measure election at the City's next regular election which occurs at least 88 days after the order calling the election. This may mean that no election would be called until November of 2016 in the Town of Yucca Valley.

d. Option 3 – Request a Report on the Effect of the Initiative

Regardless of the number of valid signatures submitted, the Town Council is entitled to order a report to be prepared pursuant to Section 9212 to be returned to the Town Council within 30 days. Upon receipt of that report, the Town Council then has 10 days to either enact the proposed initiative ordinance or call an election. The report may consider the fiscal impact of the proposed measure, its effect on the City's general or specific plans, including zoning and planning consistency issues, the impact on funding for public facilities and services as well as business development issues and any other matter of concern to the Town Council.

With regard to medical marijuana dispensary issues, there are inherently concerns with regard to law enforcement issues and the need for additional public safety operations that have arisen in other jurisdictions. Obtaining a report that outlines those issues and the experience that other jurisdictions have had in similar circumstances will assist in determining the cost to the community that may result from approval of the initiative ordinance. There may be other concerns as well.

3. Preparing an Alternative Council-Sponsored Initiative Ordinance

While the procedure for processing the initiative petition is somewhat limited in options for the Town Council, the Town Council does have the right to propose its own alternative measure for consideration by the electorate. Elections Code 9222 permits the Town Council to submit a proposition to the electorate without going through the petition process to enact its own ordinance. If approved by a majority of the voters in an election, it becomes law, and like a citizen sponsored initiative, may only be amended or repealed by a vote of the people. A Council-sponsored initiative ordinance may be placed on either a special or regular election ballot.

In the event that two competing measures appear on the same ballot, the result could be that one or both are approved by a majority of the voters. If one is approved and the other is not, the one that is approved simply takes effect 10 days after the Council certifies the results of the election (Sections 9214, 9215). If both are approved the one that obtains the greatest number of votes controls (Section 9221), although under some circumstances a successful alternative measure may amend the original measure and take precedence regardless of the vote margin.

In short, the possible outcomes of a Council-sponsored measure are as follows:

1. One of the competing measures is approved by a majority of the voters and the other is not.
2. The currently proposed measure is enacted by a majority of the voters and the Town Council proposed is also approved by a majority of the electorate. This generates the following results:
 - a. Both measures are approved according to their terms.
 - b. If the measures materially conflict, the measure that obtains the most votes prevails.
 - c. If the measures are interdependent and one states it is intended to amend the other, the amendatory measure prevails even if the other measure receives more votes.

It will be important to carefully analyze case law and legal precedent in drafting any Council-sponsored measure should the Town of Yucca Valley decide to propose an ordinance intended to amend the proponent's initiative ordinance. If the Town carefully states its intention to amend the measure submitted by the proponents, it may be able to alter that initiative ordinance in a way that will be valid if approved by a majority of the voters even if the Town Council initiative ordinance takes second place in the balloting.

4. Assuring Public Safety Revenues

The proposed initiative measure does not include any funding provisions to address the economic and other impacts that may result from permitting marijuana dispensaries to operate within the City. One of the practical concerns that has been expressed with regard to permitting medical marijuana dispensaries to operate within the Town is the likely increase in public safety costs. Other communities that allow such operations report increased incidents of crime related to dispensary operations. While limitations on hours of operations and required security measures may reduce incidents of crime, historically there have still been additional negative effects resulting from such operations.

In preparing an amendatory ordinance, the Town Council may wish to include certain penalties for violation of regulations, termination of operations if criminal activities occur on a repetitive basis in a particular location or other measure designed to discourage operators from engaging in unsafe practices. In addition, a fee structure could be developed and implemented once there is some experience either locally or based upon studies done elsewhere as to the actual costs incurred to service such establishments. A fee that accurately reflects costs resulting from operations such as this might be administered through business licenses or other permits.

5. Submitting a Tax Revenue Measure to the Electorate

While the Town may impose a regulatory or revenue tax on marijuana sales and operations, the procedures for doing so require submission of any non-emergency tax measure proposed by the Town Council to the electorate at a regular municipal election (*Cal. Const. Art. XIII C1*). Only if the Town Council unanimously declares a fiscal emergency can a tax measure appear on a special election ballot. Thus at least initially, the Town will not be able to submit a tax proposal to the electorate until the November 2016 election.

Should the Town choose to pursue a tax measure in the future, if the measure is for general purposes, a majority vote of the electorate is required. If it is designated to be used for public safety purposes related to medical marijuana dispensaries, it would constitute a special tax and could only be approved by a 2/3 majority of those voting in that election.

CONCLUSION

Depending on when proponents submit their petition, the Town will have a varying amount of time in which to determine how it wishes to proceed. Prior to submission of the petition, the Council could attempt to work with the proponents to revise the ordinance that has been submitted. Any change in the initiative petition at this point, however, would require re-starting a process that has already been re-started three times. If the Council were to enact its own ordinance without seeking voter approval, that ordinance would be superseded and invalidated should the initiative ordinance proposed by the proponents be approved by the electorate.

Once the petition is submitted with verified signatures, the Council will initially have the option of enacting the ordinance as proposed, calling a special election or placing the proposed initiative on the regular election ballot, or ordering the preparation of a report on the effects that may result from enactment of the proposed ordinance to be returned to the Council in 30 days. Once the report is presented, the Council will then have 10 days to either enact the ordinance or call an election.

Since there are likely to be concerns with some of the provisions in the proposed initiative ordinance, the best approach may be to prepare a Council initiated proposition as permitted by Election Code 9222 that amends the provisions in the proposed initiative measure in a manner that is acceptable to the Town Council. That proposition could then be submitted to the electorate at the same election where the proposed initiative will be considered for approval by the electorate. If both measures are approved, the City's amendatory measure will amend the currently proposed ordinance and the City's changes will be enacted along with the provisions prepared by the proponents.

The Town cannot propose a special or general revenue tax at a special election to address any impacts that may result from approval of the proponents' measure unless it unanimously declares that a fiscal emergency exists. It may propose a tax measure at a later regular election however, should it wish to do so. It may also include fees, exactions or penalties in any ordinance that it submits to the electorate.

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 15th 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 4th day of August, 2010.

(SEAL)



Town Clerk of the Town of
Yucca Valley