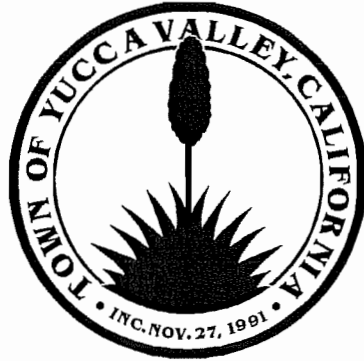


**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING**



*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.
(Immediately following Closed Session)
TUESDAY, FEBRUARY 17, 2015
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

**CLOSED SESSION: 5:30 p.m.
YUCCA VALLEY TOWN HALL
CONFERENCE ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

* * * *

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

* * * *

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

**AGENDA
MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, FEBRUARY 17, 2015
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)

CLOSED SESSION (5:30 p.m. – Yucca Valley Town Hall)

(Public Comments will be taken prior to Closed Session at Town Hall)

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION-

A closed session will be held, pursuant to Government Code § 54956.9(d)(4), Potential Initiation of Litigation- One (1) Matter

OPENING CEREMONIES (6:00 p.m. – Yucca Room)

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION Led by Pastor Matt Jennings, Good Shepherd Lutheran Church

CLOSED SESSION REPORT

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. Introduction of 2015 Miss Yucca Valley and Court
2. Employee of the Quarter- 4th Quarter 2014

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 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.

- 1-6 4. Town Council Meeting Minutes of February 3, 2015

Recommendation: Approve the Town Council meeting minutes of February 3, 2015 as presented

- 7-18 5. Town-Wide Slurry Seal Project – Town Project No. 8340
Approval of Plans and Specifications
Authorization to Advertise for Construction

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE 2015/2016 TOWN WIDE SLURRY SEAL IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

Recommendation: Adopt the Resolution, approve the plans and specifications for the Town-Wide Slurry Seal Project- Town Project

No. 8340 and authorize the Town Clerk to advertise and received bids.

- 19-42 6. Community Center Infield Refurbishment
Award of Construction Contract

Recommendation: Award the construction contract to Athletic Field Specialists, in the amount of \$18,500, and authorizes a construction contingency in the amount of \$1,500, for a total contract amount of \$20,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.

- 43-63 7. Jacobs Park Playground Improvements- Town Project No. 8948
Award of Construction Contract
R.E. Schultz Construction

Recommendation: Award the construction contract for Town Project No. 8948, Jacobs park Playground Improvements, to R.E. Schultz Construction, in the amount of \$89,405, and authorizes a construction contingency in the amount of \$8,595, for a total contract amount not to exceed \$98,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete project

- 64-66 8. Budget Amendment- Equipment and Fixture Replacement

Recommendation: Amend the FY 2014-16 Adopted Budget, transferring \$20,000 from Fund 800- Capital Projects Reserve Contingency for routine equipment and fixture replacement

- 67-79 9. OHV Grant FY 2014/2015 Resolution

Recommendation: Approve a governing body resolution for the FY2014-2015 Off-Highway Vehicle grant application

- 80-94 10. Fiscal Year 2013-14 Single Audit Report on Federal Awards

Recommendation: Receive and File the FY 2013-14 Single Audit Report on Federal Awards

- 95-97 11. AB 1234 Reporting Requirements

Recommendation: Receive and File the AB 1234 Reporting Requirement Schedule for the month of January 2015.

98-104 12. Warrant Register

Recommendation: Ratify the Payroll Registers total of \$113,198.08 for checks dated January 30, 2015 and the Warrant Registers total of \$444,721.08 for checks dated February 5, 2015

Recommendation: Adopt Consent Agenda (items 3-12)

Action: Move _____ 2nd _____ Vote _____

DEPARTMENT REPORTS

105-149 13. Brehm Youth Sports Park- Acquisition Agreement and Resolution

**A RESOLUTION OF THE TOWN OF YUCCA VALLEY, CALIFORNIA
MAKING THE NECESSARY FINDINGS AS REQUIRED BY HSC 33445**

Recommendation:

- 1. Approve the acquisition agreement in the base amount of \$410,000.00 subject to non-substantive changes, authorizing the Town Attorney, Mayor and Town manager to sign the Agreement and all necessary documents to open and close escrow and to acquire the property.**
- 2. Accept the donation of all improvements made upon the property from the Basin Wide Foundation**
- 3. Adopt the resolution with determinations made in accordance with Health and Safety Code Section 33445**

Action: Move _____ 2nd _____ Vote _____

_150-152 14. Hi-Desert Nature Museum 2014-16 Strategic Plan

Recommendation: Receive and file the Hi-Desert nature Museum’s 2014-16 Strategic Plan update covering activities, programs, events, exhibits and improvements.

Action: Move _____ 2nd _____ Vote _____

153-170 15. Renewal of Agreement with the San Bernardino County Sheriff’s Department Work Release Program

Recommendation: Review the terms and conditions of the proposed agreement and authorize continued participation in the Work Release Program through the new agreement.

Action: Move _____ 2nd _____ Vote _____

171- 16. Citizen Initiative Impact Report

Recommendation: Receive and file the Citizen Initiative Impact Report as submitted in accordance with the Council's previous direction pursuant to Elections Code § 9214.

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

17. Council Member Abel
18. Council Member Denison
19. Council Member Lombardo
20. Mayor Pro Tem Leone
21. Mayor Huntington

ANNOUNCEMENTS

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

The next meeting of the Yucca Valley Town Council is scheduled for Tuesday, March 3, 2015 at 6:00 p.m.in 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
IEEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 st Century
TOT	Transient Occupancy Tax

Town Council Committee Assignments

COMMITTEE	REPRESENTATIVE	MEETING SCHEDULE	LOCATION
CITY / COUNTY ANIMAL SERVICES JPA	Huntington Lombardo	12:00 pm. Last Thursday	Yucca Valley
DESERT SOLID WASTE JPA	Huntington Leone (Alt)	10:00 a.m. 2 nd Thursday Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT MOUNTAIN DIVISION	Lombardo Denison (Alt)	10:00 a.m. 4 th Friday- Quarterly	Varies
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	Mayor		
LEGISLATIVE TEAM	Huntington Denison	Proposed for Council Members to work with Town Manager meeting with legislators when necessary	
HOMELESS PARTNERSHIP (SBCO) AND INTERAGENCY COLINCIL ON HOMELESSNESS	Staff	9:00 a.m. 4 th Wednesday	San Bernardino
MEASURE I	Huntington Abel (Alt)	9:30 a.m. 3 rd Friday	Apple Valley
MORONGO BASIN TRANSIT AUTHORITY	Abel Leone Lombardo (Alt)	5:00 p.m. 4 th Thursday	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	Leone Abel (Alt)	10:00 a.m. 4 th Monday	Victorville
SANBAG	Huntington Abel (Alt)	10:30 a.m. 1 st Wednesday	San Bernardino
SPORTS COUNCIL	Denison	6:30 p.m. 2 nd Monday March, June, Sept	Yucca Valley

Ad Hoc Committee Assignments

COMMITTEE	REPRESENTATIVES
AUDIT	Denison Huntington
BREHM PARK	Abel Lombardo
MEDICAL MARIJUANA INITIATIVE	Lombardo Abel
ONLINE VIDEO	Huntington Evans (PRCC)
PUBLIC FACILITIES	Huntington Leone
RDA BONDS	Huntington Leone
SEWER FINANCING	Denison Leone
SUBDIVISION	Huntington Leone

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
FEBRUARY 3, 2015**

OPENING CEREMONIES

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

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

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

The Pledge of Allegiance was led by Mayor Huntington

The Invocation was led by San Bernardino County Sheriff's Chaplain, Mike Kelliher.

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

Recognition of Outgoing Town Commissioners

Outgoing Planning Commissioners Lavender, and Humphreville, and outgoing Parks, Recreation, and Cultural Commissioners Harman, Jones, Jones-Poland and Evans were recognized by the Town Council for their time served volunteering for the Town and their service to the community.

APPROVAL OF AGENDA

Mayor Pro Tem Leone moved to approve the agenda for the Town Council meeting of February 3, 2015. Council Member Lombardo seconded. Motion carried 5-0 on a roll call vote.

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

CONSENT AGENDA

1. **Waive** further reading of all ordinances and read by title only
2. **Approve** the Town Council meeting minutes of December 9, 2014, December 16, 2014 and January 20, 2015 as presented
3. **Receive and file** the Treasurer's Report for the second quarter of FY 2014-15
4. **Ratify** the Payroll Registers total of \$133,846.57 for checks dated January 16, 2015 and **Ratify** the Warrant Registers total of \$256,086.21 for checks dated January 22, 2015

Mayor Huntington opened public comment on the Consent Agenda. With no members of the public wishing to speak, public comments were closed.

Council Member Abel moved to approve Consent Agenda items 1-4. Council Member Denison seconded. Motion carried 5-0 on a roll call vote.

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

PUBLIC HEARING

5. Community Development Block Grant (CDBG) Prioritization Hearing

Finance Manager Cisneros presented the staff report for the CDBG Prioritization Hearing. The 2015-16 allocation is \$113,531. Cisneros explained that updated CDBG regulations require the Town to guarantee all projects through the Town's general fund. The Town received eligible program applications from Morongo Basin Unity Home (\$18,000), Reach Out Morongo Basin (\$15,000), San Bernardino County Library Adult Literacy (\$10,000), and Family Services Association (\$10,000). The Town received eligible project applications from the Center for Healthy Generations, (\$3,200), the Town of Yucca Valley (\$181,300 for Paradise Park Renovation, and \$35,000 for Targeted Code Enforcement).

Mayor Huntington opened the Public Hearing and invited public comment. With no members of the public wishing to speak, the Public Hearing was closed.

Council Member Lombardo requested clarification that the requests from non-profit organizations could be considered with the Town's partnership funding area, during the regular annual budget discussions.

Mayor Pro Tem Leone inquired on the target areas included in the Town's request for Code Enforcement funding.

Council Member Abel moved to:

1. Allocate the Town's FY 2015-16 CDBG allocation of \$113,531 to the following approved Town Projects;
 - Paradise Park Renovation, \$78,531
 - Commercial Corridor/Paradise Valley Code Program, \$35,000
2. Direct staff to return selected requests to council for future consideration through the Town's General Fund Community Partnership Budget, existing lease agreements, or other in-kind service partnerships.

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

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

DEPARTMENT REPORTS

6. Annual Public Safety Report

Police Chief Mondary presented the Public Safety Annual Report including crime statistics, calls for service, the explanation of Part I and Part II crimes, and detail relating to the Town’s current contract for public safety services.

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

Mayor Pro Tem Leone inquired about the coordination of services with the California Highway Patrol on calls along the two State Highways within Town limits.

Council Member Lombardo inquired if there were any response time challenges with the recently installed medians and signals on SR 62. Mondary responded that response time is not affected by the medians.

Council Member Abel thanked Mondary for the services the Sheriff’s Department is provided to the community. Abel inquired on sweep programs in the area. Mondary responded that 87 sweeps were conducted in the past year, most were grant funded.

Council Member Denison inquired on how crime statistics are recorded.

Mayor Huntington commented on response times.

Mayor Pro Tem Leone suggested the creation of an ad-hoc committee to work with the Sheriff’s Department for open dialog on public safety issues.

Town Attorney Laymon explained the difference between an ad-hoc committee and a standing committee.

Mayor Huntington suggested an alternative to a special committee, would be to hold an extended public safety conversation during the budget process relating to the Town’s Schedule A.

Council Member Abel moved to receive and file the annual public safety report and verbal

presentation for calendar year 2014. Mayor Pro Tem Leone seconded. Motion carried 5-0 on a roll call vote.

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

7. Mid-Year Budget Report for the Six Months Ending December 31, 2014

Finance Manager Cisneros presented the staff report, giving an overview of the fiscal year-to-date revenue and expense totals. Town revenues and expenses are on target with projected activity.

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

Council Member Lombardo moved to receive and file the Mid-Year Budget Report for FY 2014-15. Council Member Abel seconded. Motion carried 5-0 on a roll call vote.

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

FUTURE AGENDA ITEMS

None stated.

PUBLIC COMMENTS

Mayor Huntington opened public comments.

Becki Vowles, Pioneertown, spoke in opposition of allowing medical marijuana dispensaries in Yucca Valley and presented 176 signed letters of opposition to the Town Council.

Dorothy Thomas, Twentynine Palms, spoke in opposition of allowing medical marijuana dispensaries in Yucca Valley.

Jackie Gibson, Yucca Valley submitted a written comment in opposition of allowing medical marijuana dispensaries in Yucca Valley.

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

STAFF REPORTS AND COMMENTS

Deputy Town Manager Stueckle updated the Town Council on the anticipated construction schedule for the Dumosa Signal Project.

Town Manager Yakimow stated he has been in discussion with the Sheriff's Department regarding the speed limits on residential streets. Yakimow also announced upcoming events being presented by the Town's Community Services Department.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

8. Council Member Abel thanked the public for attending and giving valuable input during the meeting, and thanked the San Bernardino County Sheriff's and Fire Departments for serving the community. Abel encouraged residents to apply for the open seats on the Parks, Recreation and Cultural Commission, and congratulated Mayor Pro Tem Leone as Vice Chair on the MBTA Board of Directors.
9. Council Member Denison thanked everyone in attendance and also thanked the public safety agencies. Denison also thanked the outgoing commissioners for their service to the Town and to the community.
10. Council Member Lombardo thanked the outgoing commissioners and stated it was nice to see so many in attendance this evening.
11. Mayor Pro Tem Leone thanked Town staff for addressing the speed limit issue he spoke about at a previous meeting; thanked outgoing commissioners and reminded drivers to stay off their cell phones while driving.
12. Mayor Huntington also thanked the outgoing commissioners and announced that he and Mayor Pro Tem Leone will be judges at the Yucca Valley Elementary School Science Fair later this week. Huntington also announced that the County of San Bernardino is now accepting nominations for the Annual Visioning Award.

ANNOUNCEMENTS

The next meeting of the Yucca Valley Town Council is scheduled for Tuesday, February 17, 2015 at 6:00 p.m. in the Yucca Valley Community Center Yucca Room.

ADJOURNED TO CLOSED SESSION

Town Attorney Laymon announced the Closed Session items.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

A closed session will be held, pursuant to Government Code §54956.9(a) to confer with legal counsel regarding pending litigation to which the Town is a party. The title of such litigation is as follows: Frank Lindsay vs. Town of Yucca Valley; 5:15-cv-0036-VAP-DTBx; US District Court

Mayor Huntington opened public comments on the Closed Session items. With no members of the public wishing to speak, public comments were closed.

Mayor Huntington adjourned to closed session at 7:30 p.m.

REPORT OUT FROM CLOSED SESSION /ADJOURNMENT

Town Attorney Laymon reported that Closed Session was adjourned at 8:00 p.m. with no reportable action.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: February 9, 2015
For Council Meeting: February 17, 2015

Subject: Town-Wide Slurry Seal Project – Town Project No.8340
Approval of Plans and Specifications
Authorization to Advertise for Construction

Prior Council Review: The Town Council approved the Measure I 5 Year Plan on June 3, 2014.

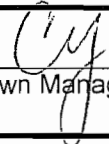
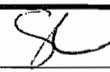
Recommendation: That the Town Council adopts the Resolution, approves the plans and specifications for Project No. 8340, and authorizes the Town Clerk to advertise and receive bids.

Executive Summary: Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process. The bidding period for this project concludes on April 16, 2015. Bid recommendations will be made to the Town Council in May 2015, with the project construction commencing after the school year ends.

Order of Procedure:

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

Discussion: The Town Wide Slurry Seal Project is an annual maintenance effort that is a part of the Town’s overall pavement maintenance program. The annual maintenance effort is implemented to extend the lifetime of the roadway pavement prior to roads deteriorating to the degree where road reconstruction is necessary. The annual slurry seal project generally consists of applying a Type II Slurry Seal to the roadway, as well as replacement of obliterated traffic striping and damaged Raised Pavement Markers (RPM's).

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

The candidate streets for this year are presented in Attachment A. Engineering staff has selected locations for slurry seals and cape seals for the annual maintenance effort in conjunction with the annual review of the Pavement Management Program, field inspections, and the adopted Measure I 5 Year Plan.

While some of the slurry seal projects are located within Phase I of the wastewater collection system, the maintenance program is necessary in keeping the selected roadways from further deterioration. No reconstruction projects are included in this program.

Project Plans & Specifications are on file in the Town Clerk's Office for review.

Alternatives: Staff recommends no alternative actions. The timing of this project is structured for construction to commence at the conclusion of the 2014/2015 school year and to be completed prior to the start of the 2015/2016 school year.

Fiscal impact: The 2015/2016 Town-wide slurry program has an appropriated budget of \$525,000 in Measure I Fund 524. Staff anticipates bids for this project to stay within the appropriated budget.

Attachments: Notice Inviting Bids
Resolution No.
Attachment A, Street Listing
Location Map

NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to a Resolution of the Town Council of the Town of Yucca Valley, directing this notice, NOTICE IS HEREBY GIVEN that the said Town of Yucca Valley will receive at the Office of the Town Clerk in the Town Hall of the Town of Yucca Valley, on or before the hour of 3:00 o'clock P.M. on the **16th day of April, 2015**, sealed bids or proposals for the Construction of:

Project No. 8340, 2015/16 Town Wide Slurry Seal.

in said Town. Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of

Project No. 8340, 2015/16 Town Wide Slurry Seal.

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk, 57090 29 Palms Highway, Yucca Valley, California, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

SUBCONTRACTED WORK: The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by Town to be submitted may be submitted with the bid, or may be submitted to Town up to 24 hours after the deadline established herein for receipt of bids. The additional

information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

YOU MUST SUBMIT with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town of Yucca Valley in an amount equal to at least ten percent (10%) of the bid as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town of Yucca Valley. If the Town of Yucca Valley awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. No proposal will be considered from a Contractor who is not licensed as a Class "A" contractor, at time of bid, or to whom a proposal form has not been issued by the Town of Yucca Valley.

The work is to be done in accordance with the plans and specifications on file in the Office of the Town Clerk. Copies of the plans and specifications will be furnished upon application to the Town and payment of **\$25.00** which sum is nonrefundable. Upon written request, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with a nonrefundable payment of **\$15.00** to cover mailing charges and overhead.

The Contractor may, upon the Contractor's request and the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The successful bidder will be required to enter into a contract satisfactory to the Town of Yucca Valley. The Town of Yucca Valley reserves the right to reject any and all bids, or to waive any irregularities in the bids.

By order of the Town Council this 17th day of February 2015.

By: _____
Town Clerk
Town of Yucca Valley

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE 2015/2016 TOWN WIDE SLURRY SEAL IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

WHEREAS, it is the intention of the Town of Yucca Valley to construct certain improvements in the Town; and

WHEREAS, the Town has prepared plans and specifications for the construction of certain improvements.

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

SECTION 1: The plans and specifications presented to the Town Council are hereby approved as the plans and specifications for: **2015/16 TOWN WIDE SLURRY SEAL, PROJECT NO.8340**

SECTION 2: The Town Clerk is hereby authorized and directed to advertise as required by law for the receipt of sealed bids or proposals for doing of the work specified in the aforesaid plans and specifications, which said advertisement shall be in form and content as approved by the Town Attorney and a copy of this Resolution shall be contained in each specification package for the work.

"NOTICE INVITING SEALED BIDS OR PROPOSALS"

Pursuant to a Resolution of the Town Council of the Town of Yucca Valley, directing this notice, **NOTICE IS HEREBY GIVEN** that the said Town of Yucca Valley will receive at the Office of the Town Clerk in the Town Hall of the Town of Yucca Valley, on or before the hour of 3:00 P.M. **on the April 16, 2015** sealed bids or proposals for the construction of:

2015/16 TOWN WIDE SLURRY SEAL, PROJECT NO.8340

Bids will be opened and publicly read immediately thereafter.

Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of:

2015/16 TOWN WIDE SLURRY SEAL, PROJECT NO.8340

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Clerk, 57090 29 Palms Highway, Yucca Valley, California, and are

available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

§ 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, *ex-officio* the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours as set

forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to the Town, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code § 1773.8.

The bidder must submit with his proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town for an amount equal to at least ten percent (10%) of the amount of said bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and in event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town.

If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The amount of the bond to be given to secure a faithful performance of the contract for said work shall be one hundred percent (100%) of the contract price thereof, and an additional bond in an amount equal to one hundred (100%) of the contract price for said work (except as otherwise modified in the General Provisions section of the contract documents) shall be given to secure the payment of claims for any materials or supplies furnished for the performance of the work contracted to be done by the Contractor, or any work or labor of any kind done thereon, and the Contractor will also be required to furnish a certificate that he carries compensation insurance covering his employees upon work to be done under contract which may be entered into between him and the said Town for the construction of said work.

No proposal will be considered from a Contractor who is not properly licensed as required by the Notice Inviting Bids at time of bid in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, § 7000, *et seq.*) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the Town.

The work is to be done in accordance with the profiles, plans, and specifications of the Town of Yucca Valley on file in the Office of the Town Clerk. Copies of the plans and specifications will be furnished upon application to the Town and payment of \$25.00, said \$25.00 is nonrefundable.

Upon written request by the bidder, copies of the plans and specifications will be mailed when said request is accompanied by payment stipulated above, together with an additional non-reimbursable payment of \$15.00 to cover the cost of mailing charges and overhead.

The successful bidder will be required to enter into a contract satisfactory to the Town.

In accordance with the requirements of the General Provisions, as set forth in the Plans and Specifications regarding the work contracted to be done by the Contractor, the Contractor may, upon the Contractor's request and at the Contractor's sole cost and expense, substitute authorized securities in lieu of moneys withheld (performance retention).

The Town of Yucca Valley reserves the right to reject any and all bids.

ADOPTED AND APPROVED this 17th day of February, 2015.

MAYOR

ATTEST:

TOWN CLERK

TOWN OF YUCCA VALLEY			
MEASURE I FIVE YEAR PLAN 2015/16 TO 2019/20			
524 UNRESTRICTED LOCAL STREET PROJECTS (68%)			
Sq. Ft.	2015/16 STREET & LIMITS	IMPROVEMENT	COST EST.
59,020	Airway Av: Paxton/Red Bluff	Slurry	11,584
5,256	Airway Ct: Arway Ave/End	Slurry	1,033
9,060	Avila Rd: Castro/Farello	Slurry	1,780
24,310	Avila Rd: Farello/Cul-de-sac	Cape	12,738
61,160	Bandera Rd: San Juan/End	Slurry	12,018
8,060	Buena Suerte Ct: Buena Suerta Rd/End	Cape	4,250
10,080	Buena Suerte Ln: Buena Suerte Rd/End	Cape	5,282
58,588	Buena Suerte Rd: SR247E/Bandera	Slurry	11,513
119,761	Buena Suerte Rd: SR247W/End	Cape	62,755
479,595	Buena Vista Dr: SR247/Yucca Mesa Rd.	Slurry	94,241
21,920	Castro Rd: Avila/Cul-de-sac	Slurry	4,307
6,500	Del Rio Way: Buena Suerte/End	Slurry	1,277
8,480	El Cortez Rd: Buena Suerte/SR247	Slurry	1,666
14,040	Farello Ct: Farello Rd/End	Cape	7,357
120,413	Farello Rd: Plaza Del Amigo/SR247	Cape	63,096
11,872	247OH: Buena Suerte/End	Cape	6,221
37,925	Imperial Rd: Paxton/Palo Alto	Slurry	7,452
10,400	Juarez Ct: Farello/Cul-de-sa	Cape	5,450
27,680	Mandarin Rd: Bandera/End	Slurry	5,439
5,568	Montecello Ct: Montecello Rd/End	Cape	2,918
10,469	Montecello Ln: Montecello Rd/End	Cape	5,486
44,885	Montecello Rd: Panchita/Cul-de-sac	Cape	23,520
42,900	Murrietta Ave: Paxton/Cul-de-sac	Slurry	8,430
95,791	Panchita Rd: Farello/Montecello	Cape	50,194
88,955	Plaza Del Amigo Rd: Buena Suerta/End	Slurry	7,655
52,770	Red Bluff Ave: Paxton/Buena Suerte	Slurry	10,369
10,868	Rome Ct: Paxton/Cul-de-sac	Slurry	2,136
22,156	San Juan Rd: SR247/End	Slurry	4,354
10,106	San Rafael Ct: San Rafeal Rd/End	Cape	5,296
4,385	San Rafael Rd: Plaza Del Amigo/End	Cape	18,018
462,973	Street Striping	Striping	10,000
		TOTAL SLURRY/CAPE PROJECT	467,835

Cape Seal = 520,140

Slurry Seal = 942,833

524 - Measure I - Unrestricted

		2012-13	2013-14		2014-15	2015-16
		Year-end	Amended	Projected	Adopted	Adopted
		Actual	Budget	Actual	Budget	Budget
Annual Traffic Census	524 55-59 8310 8097	6,300	7,435	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	49,420	50,000	50,000	50,000	50,000
Traffic Studies	524 55-59 8310 8105	4,258	8,565	8,565	9,000	9,000
Town Wide Slurry Seal	524 55-59 8310 8340	335,520	276,069	276,069	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	158,839	-	-
Natoma, Del Monte to East Enr	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	13,000	-	-
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	50,000	50,000	50,000
Acoma: Golden Bee to Onaga	524 55-59 8310 8422	76,886	-	-	-	-
Amador: Kismet to Joshua Dr	524 55-59 8310 8423	21,698	-	-	-	-
Grand: Kismet to Joshua Dr.	524 55-59 8310 8424	22,191	-	-	-	-
Hidden Gold: Amador to W Enr	524 55-59 8310 8467	-	-	-	-	-
Joshua Dr: Church to Joshua L	524 55-59 8310 8468	-	-	-	-	-
Congestion Management Plan	524 55-59 8310 8507	1,333	3,500	3,500	3,500	3,500
		517,606	853,208	852,473	630,000	655,000

2015-2016 SLURRY SEAL
Fiscal Year 2015/2016

Project No: 8340
Category: Streets & Highways
Description: Installation of slurry seal/cape seal, hot mix asphalt repairs and replace street striping, markings and legends on designated streets.

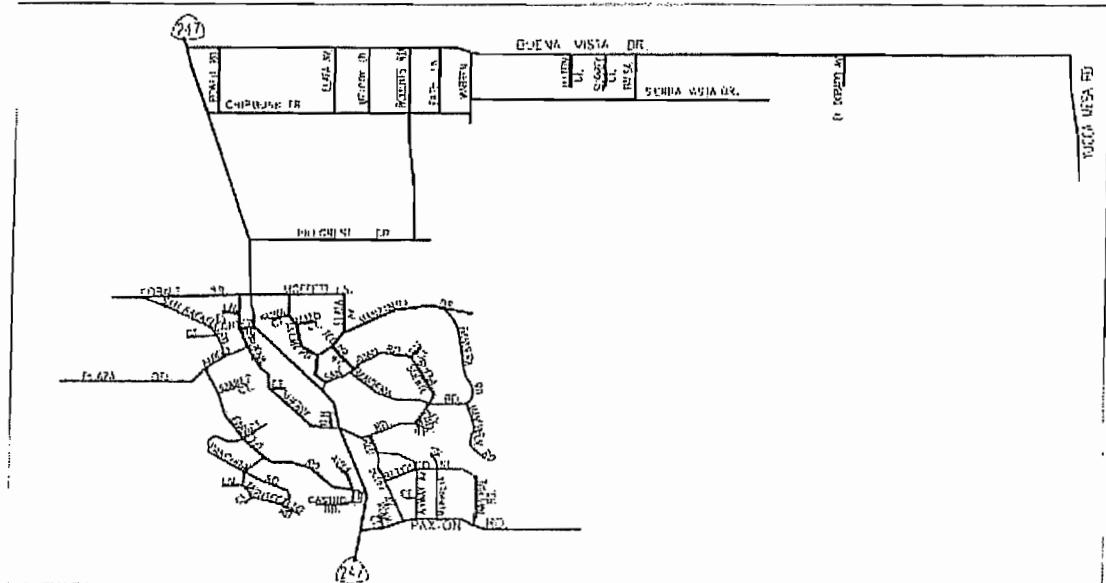
Limit:

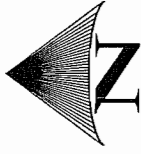
Airway Ave: Paxton/Redbluff	Castro Rd : Avila/End	Montecello Ln: Montecello Rd/End
Airway Ct: Airway Ave/End	Del Rio Wy: Buena Suerte/End	Montecello Rd: Farello Rd/End
Avila Rd: Castro/End	El Cortez Rd : Buena Suerte/SR247	Murrietta Av: Paxton/End
Avila Rd: Farello/End	Farello Ct : Farello Rd /End	Panchita Rd: Farello/Montecello
Bandera Rd: San Juan/End	Farello Rd : Plaza del Amigo/SR247	Plaza del Amigo: Buena Suerta/End
Buena Suerte Ct: Buena Suerte Rd/End	247 OH: Buena Suerte/End	Red Bluff Av: Paxton/Buena Suerta
Buena Suerte Ln: Buena Suerte Rd/End	Imperial Rd: Paxton/Palo Alto	Rome Ct: Paxton/End
Buena Suerte Rd: E. SR247/Bandera	Juarez Ct: Farello/End	San Juan Rd: SR247/End
Buena Suerte Rd: W. SR247/N. End	Mandarin Rd: Bandera/End	San Rafael Ct: San Rafael Rd/End
Buena Vista Dr: SR247/Yucca Mesa Rd.	Montecello Ct: Montecello Rd/End	San Rafael Rd: Plaza del Amigo/End

Status: Last Improvements 2006/07
Schedule: Construction to start July 2015

Project Cost Estimate	
PA/ED	N/A
PS&E	N/A
ROW/Property Acquisition	N/A
Construction	467,835
Total	467,835

Fund Source	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
Local Meas I – Unrestricted 524		467,835			
Total		467,835			





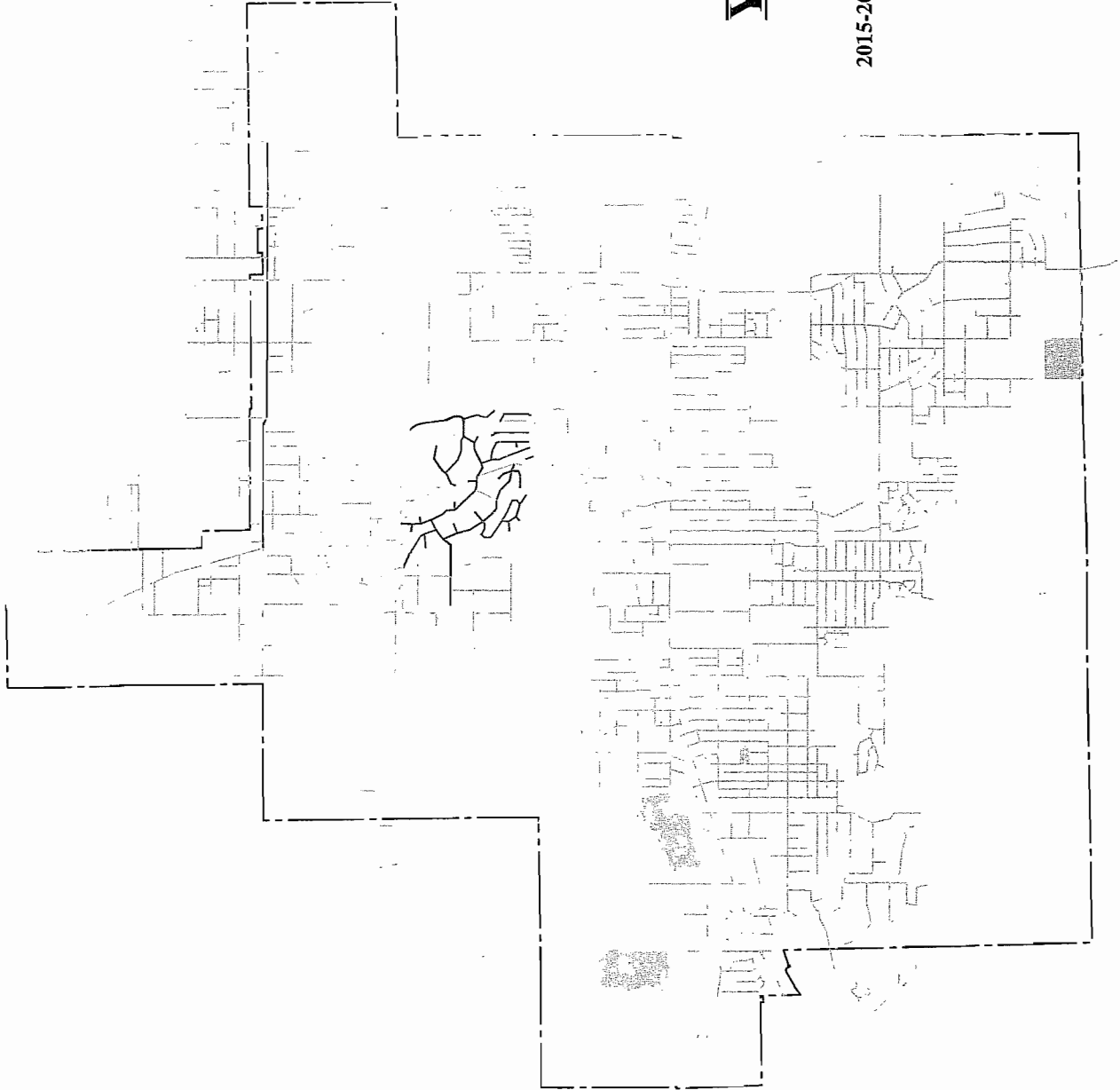
NOT TO SCALE



Town of
YUCCA VALLEY

Elevation: 3,327 Ft.
Latitude: 34 Deg 07 Min 10 Sec N
Longitude: 116 Deg 27 Min 05 Sec W
at Post Office

2015-2016 TOWNWIDE SLURRY SEAL



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: February 11, 2015
For Council Meeting: February 17, 2015

Subject: Community Center Infield Refurbishment
Award of Construction Contract

Prior Council Review: On December 16, 2014, the Town Council adopted a Resolution approving the specifications for the project and authorizing the Town Clerk to advertise and receive bids.

On January 20, 2015, the Town Council:

- Rejected all bids received on January 13, 2015;
- Authorized to the Town Clerk to return Bid Bonds to all bidders;
- Authorized the Town Clerk to re-advertise and solicit bids for the project with an opening date of February 10, 2015.

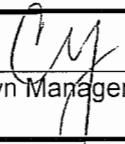
Recommendation: That the Town Council awards the construction contract to Athletic Field Specialists, in the amount of \$18,500, and authorizes a construction contingency in the amount of \$1,500, for a total contract amount of \$20,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.

Executive Summary: The Community Center Infields Refurbishment project includes the refurbishment of a standard size softball infield. The Community Center infield is approximately 8,000 square feet in size. In summary, this project brings new clay infield materials onto the softball field, which are necessary for safe and quality field surfaces. The warning tracks will not receive new clay material.


Order of Procedure:

Request Staff Report
Request Public Comment
Council Discussion/Questions of Staff
Motion/Second
Discussion on Motion

Reviewed By:


Town Manager

Town Attorney


Finance Manager

SRS
Department

____ Department Report
 Consent

____ Ordinance Action
 Minute Action

____ Resolution Action
____ Receive and File

____ Public Hearing
____ Study Session

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

Discussion: On February 10, 2015, the Town received 4 bid for the project as follows:

BIDDER	TOTAL
Athletics Field Specialists	\$18,500.00
The Vandyke Corporation	\$19,750.00
Sunrise Landscape Company	\$29,800.00
MJS Construction	\$36,700.00

The lowest apparent bidder is Athletics Field Specialist of Highland, California, with a base bid of \$18,500. The Town has reviewed all 4 bid packages and confirmed that Athletics Field Specialists is the lowest responsible and responsive bidder. If awarded by the Town Council, construction is anticipated to begin in March 2015, and to be substantially complete by April 2015.

Alternatives: Staff recommends no alternative action.

Fiscal impact: The following outlines the estimated project expenditures and funding:

Project Budget Summary

Project Budget-Capital Projects Reserve Fund 800	\$	25,897
Total Project Budget		25,897
Project Expenditures		
Base Bid Contract to Award		18,500
Construction Contingency		1,500
Total Contract		20,000
Additional Project Costs		2,000
Total Project Cost Estimates		22,000
Expenditure Budget Surplus	\$	3,897

Attachments: Bidders Summary List
 Athletics Field Specialists Bid
 December 16, 2014 Staff Report
 January 20, 2015 Staff Report
 Budget Page

TOWN OF YUCCA VALLEY
BID OPENING LOG SHEET

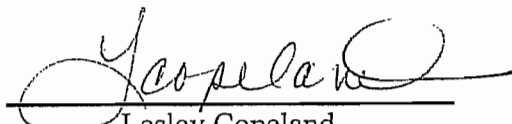


BID OPENING DATE: February 10, 2015, 3:00 p.m.

PROJECT DESCRIPTION:

Community Center Infield Refurbishment

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1. <u>Athletic Field Specialists</u>	<u>18,500.00</u>	<u>10%</u>
2. <u>Sunrise Landscape Co</u>	<u>29,800.00</u>	<u>10%</u>
3. <u>The Vandyke Corporation</u>	<u>19,750.00</u>	<u>10%</u>
4. <u>MJS Construction</u>	<u>36,700.00</u>	<u>10%</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____



Lesley Copeland
Town Clerk

CONTRACTOR'S PROPOSAL

ATHLETIC FIELD SPECIALISTS
Company

3094 E. SHAUNA DR.
Address

HIGHLAND, CA. 92346

(409) 864-2530
Telephone Number

831502
State License Number

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

Ladies and Gentleman:

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

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

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

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

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
	N/A			

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

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the Town. If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **Thirty (30) calendar days** from the execution of the first contract. Project must be completed by March, 2015.

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

Classification A: General Engineering Contractor

Classification B: General Building Contractor

Classification C-27: Landscaping Contractor

BIDDING FORM

COMMUNITY CENTER INFIELD REFURBISHMENT

Name of Bidder ATHLETIC FIELD SPECIALISTS

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

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

1	Clay Replacement	1	LS	\$18,500.00	\$18,500.00
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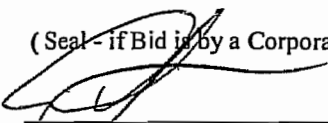
TOTAL BASIC BID ITEMS 1 (In Figures) \$18,500.00

TOTAL BASIC BID ITEMS 1 (In Words)
 EIGHTEEN THOUSAND FIVE HUNDRED & 00/100

Contractor's License Number
831502

Date of Expiration
12/2016

(Seal - if Bid is by a Corporation)



Attest
1070

Amount of Certified Check or Bid Bond

NATIONWIDE
 Name of Bonding Company

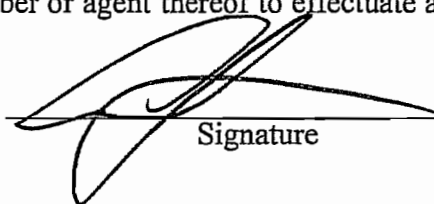
NON-COLLUSION AFFIDAVIT

To: The Town of Yucca Valley:

State of California

County of San Bernardino) ss.

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


Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

Subscribed and sworn to before me this 6 day of February, 2015.

Lacey Wilder
Notary Public in and for the County
of San Bernardino State of California.

My Commission expires March 21, 2018.

JURAT

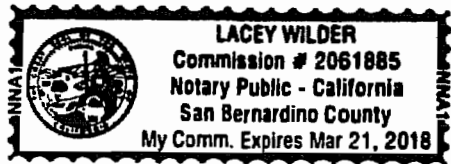
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on
this 6th day of February, 20 15,
by Allen Aragen

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature 



(Seal)

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

The undersigned contractor, certifies and declares that:

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

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

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

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

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

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

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of FEBRUARY, 2015 at HIGHLAND, California.
(place of execution)



Signature

ALLEN ARAGON

Name (print or type)

PRESIDENT

Title

ATHLETIC FIELD SPECIALISTS

Name of company

TOWN of YUCCA VALLEY

NON-DEBARMENT CERTIFICATION

1. Instructions for Certification.

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

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

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

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

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

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

STATE OF CA]

STATE OF _____]

ALLEN ARAGON being first
(President or duly authorized Company official)

duly sworn deposes and says that he is PRESIDENT AND
CEO of ATHLETIC FIELD
(official capacity)

SPECIALISTS with the intention of becoming
(name of company)

a primary participant on Town of Yucca Valley Construction.

Project COMMUNITY CENTER INFIELD REFURBISHMENT
(Project Number)

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

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

Further affiant sayeth not.



(Signature)

Allen Aragon

(Print Name)

SUBSCRIBED AND SWORN to before me a notary public this 10th

Day of February, 2015

Lacey Wilder

Notary Public

My commission expires: March 21, 2018

JURAT

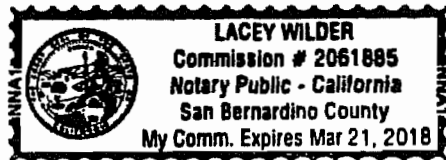
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on
this 6th day of February, 20 15,
by Allen Aragon

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature _____



(Seal)

BID BOND

AMCO Insurance Company
Nationwide Mutual Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:
Athletic Field Specialists, Inc.
3094 East Shauna Dr.
Highland, CA 92346

SURETY:
Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006

OWNER:
Town of Yucca Valley
58928 Business Center Dr.
Yucca Valley, CA 92284

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
Community Center Infield Refurbishment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

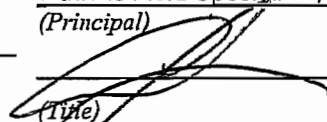
Signed and sealed this 30th day of January, 2015



(Witness)

Athletic Field Specialists, Inc.

(Principal) (Seal)

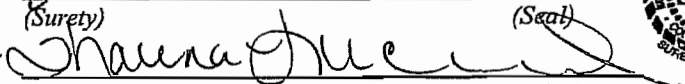


(Title)

Nationwide Mutual Insurance Company

(Surety) (Seal)

(Witness)



(Title) Shauna Lucero, Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

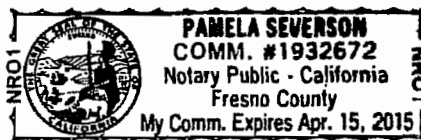
State of California
County of Fresno

On 30th January, 2015 before me, Pamela Severson, Notary Public
(insert name and title of the officer)

personally appeared Shauna Lucero
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 Pamela Severson (Seal)

RE: Athletic Field Specialists

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Shauna Lucero Fresno, CA

each in their Individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100

\$1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 30th day of January, 20 15.

Secretary

This Power of Attorney Expires March 24, 2017

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: December 2, 2014
For Council Meeting: December 16, 2014

Subject: Community Center Infield Refurbishment
Approval of Specifications
Authorization to Advertise for Construction

Prior Council Review: The Town Council has had no prior review of this item.

Recommendation: That the Town Council adopts the Resolution, approves the specifications for the project, and authorizes the Town Clerk to advertise and receive bids.

Executive Summary: Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process. The bidding period for this project concludes on January 8, 2015. Bid recommendations are anticipated to be made to the Town Council at the January 16, 2015 Town Council meeting.

Order of Procedure:

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

Discussion: The Community Center Infields Refurbishment project includes the refurbishment of a standard size softball infield. The Community Center infield is approximately 8,000 square feet in size. In summary, this project brings new clay infield materials onto the softball field, which are necessary for safe and quality field surfaces. The warning tracks will not receive new clay material.

Project Specifications are on file in the Town Clerk's Office for review.

Alternatives: Staff recommends no alternative action.

Reviewed By: [Signatures]
Town Manager, Town Attorney, Finance Manager, Department

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

Fiscal impact: The following outlines preliminary project costs of completion of work without contingency:

Project Budget Summary

Project Budget-Capital Projects Reserve Fund 800	\$ 16,000
Total Project Budget	16,000
Project Expenditures	
Estimated Project Costs	16,000
Total Estimated Project Costs	16,000
Expenditure Budget Surplus	\$ -

Attachments:

Resolution No. 14-
Notice Inviting Bids
Budget Pages

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: ~~January 13, 2015~~
For Council Meeting: January 20, 2015

Subject: Community Center Infield Refurbishment
Reject all bids and Re-advertise

Prior Council Review: On December 16, 214, the Town Council adopted a Resolution approving the specifications for the project and authorizing the Town Clerk to advertise and receive bids.

Recommendation: That the Town Council:

- Rejects all bids received on January 13, 2105;
- Authorizes to the Town Clerk to return all Bid Bonds to all bidders;
- Authorizes the Town Clerk to re-advertise and solicit bids for the project with an opening date of February 10, 2015.

Executive Summary: The single bid received for this project significantly exceeds the engineer's estimate. The recommended action results in rejecting all bids and authorizing re-advertising of the project.

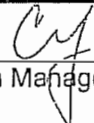
Town Council authorization to advertise construction of capital projects is sought prior to staff proceeding with the advertising process. The bidding period for this project concludes on February 10, 2015. Bid recommendations are anticipated to be made to the Town Council at the February 17, 2015 Town Council meeting.

Order of Procedure:

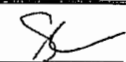
Request Staff Report
Request Public Comment
Council Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Call the Question Voice Vote (Roll Call Vote, Consent Agenda)

Discussion: The Community Center Infields Refurbishment project includes the

Reviewed By:


Town Manager

Town Attorney


Finance Manager

Department

Department Report
 Consent

Ordinance Action
 Minute Action

Resolution Action
 Receive and File

Public Hearing
 Study Session

refurbishment of a standard size softball infield. The Community Center infield is approximately 8,000 square feet in size. In summary, this project brings new clay infield materials onto the softball field, which are necessary for safe and quality field surfaces. The warning tracks will not receive new clay material.

On January 13, 2015, the Town received 1 bid for the project as follows:

BIDDER	TOTAL
Sunrise Landscape Company	\$37,500.00

The apparent low bid, submitted by Sunrise Landscape Company, exceeded the Engineers Estimate of \$16,000.00 as outlined below.

Apparent Low Bid	\$37,500.00
Contingency	\$3,750.00
Total	\$41,250.00
Available Appropriated Funds	\$25,897.00
Projected Costs over Appropriations	\$15,353.00

Staff will be reaching out to additional contractors in this bidding process in order to attract more bidders to the process.

Alternatives: Staff recommends no alternative action. The Council may elect to appropriate additional funds from the Capital Projects Reserve, which has a current balance of approximately \$600,000.

Fiscal impact: The following outlines preliminary project costs of completion of work without contingency:

Project Budget Summary

Project Budget-Capital Projects Reserve Fund 800	\$ 25,897
Total Project Budget	<u>25,897</u>
Project Expenditures	
Estimated Project Costs	<u>16,000</u>
Total Estimated Project Costs	<u>16,000</u>
Expenditure Budget Surplus	<u>\$ 9,897</u>

Attachments: Notice Inviting Bids
December 16, 2014 Staff Report
Bid Results
Budget Page

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

		2012-13	2013-14		2014-15	2015-16
		Year-end	Amended	Projected	Adopted	Adopted
		Actual	Budget	Actual	Budget	Budget
800 - Capital Projects Reserve						
Project Detail	Account					
Construction Projects						
Brehm 2 Sports Park	800 00-00 8310 3089-000	-	-	-	-	-
Old Kennel Demolition	800 00-00 8310 8045-000	54,572	36,662	5,000	50,000	-
Kennel Project-DIF Portion	800 00-00 8310 8045-350	68,671	21,329	2,000	-	-
Paradise Park Improvements	800 00-00 8310 8048 809	-	25,000	25,000	-	-
Jacobs Park Improvements	800 00-00 8310 8948 000	-	-	-	50,000	-
		<u>123,243</u>	<u>82,991</u>	<u>32,000</u>	<u>100,000</u>	<u>-</u>
Capital Replacement Program						
Cap Projects- Contingency	800 00-00 8310 8048 810	15,114	75,000	-	50,000	50,000
Scorpio Radio Upgrades	800 00-00 8310 8017 000	-	-	-	25,000	-
New telephone system	800 00-00 8310 8018 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	20,000
PEG Operations	800 00-00 8310 8029 000	-	-	-	5,000	20,000
Agenda Management System	800 00-00 8310 8030 000	-	-	-	14,000	9,000
		<u>15,114</u>	<u>75,000</u>	<u>-</u>	<u>104,000</u>	<u>134,000</u>
Capital Maintenance Program						
Facilities Maintenance						
Town Hall Carpeting		-	-	-	25,000	-
Community Ctr - Re-plumb	800 00-00 8310 8048 802	78,614	-	-	-	-
Town-wide Re-Key Prog Ph 1	800 00-00 8310 8048 803	18,267	26,733	26,430	-	-
Roof Re-coat Projects	800 00-00 8310 8048 818	8,600	-	-	-	-
		<u>105,481</u>	<u>26,733</u>	<u>26,430</u>	<u>25,000</u>	<u>-</u>
Parks Maintenance						
YVHS Lift	800 00-00 8310 8048 821	6,000	-	-	-	-
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	3,103	13,897	-	13,897	-
Com Ctr in field clay		-	-	-	12,000	-
Com Ctr- Basketball resurface		-	-	-	10,000	-
Machris- infield clay		-	-	-	12,000	-
Jacobs Ten Ct Resurface		-	10,000	10,000	12,000	-
Park Picnic Tables	800 00-00 8310 8048 814	-	15,000	14,310	20,000	-
		<u>9,103</u>	<u>49,897</u>	<u>24,310</u>	<u>79,897</u>	<u>-</u>
Public Works						
Town-wide Infrastructure	800 00-00 8310 8048 815	-	-	150,000	120,000	150,000
Church/Joshua/Onaga	800 55-59 8310 8348	6,846	-	6,845	-	-
Street Proj Contingency	800 55-59 8310 9999	-	-	-	-	-
		<u>6,846</u>	<u>-</u>	<u>156,845</u>	<u>120,000</u>	<u>150,000</u>
Capital Maintenance subtotal		121,430	76,630	207,585	224,897	150,000

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Shane Stueckle, Deputy Town Manager
Alex Qishta, Project Engineer
Date: January 30, 2015
For Council Meeting: February 17, 2015

Subject: Jacobs Park Playground Improvements-Town Project No. 8948
Award of Construction Contract
R.E. Schultz Construction

Prior Council Review: At the December 16, 2014 meeting, the Town Council approved the Notice Inviting Bids and a Resolution for the purpose of advertising and receiving bids for project.

Recommendation: That the Town Council awards the construction contract to R.E. Schultz Construction, in the amount of \$89,405, and authorizes a construction contingency in the amount of \$8,595, for a total contract amount not to exceed \$98,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.

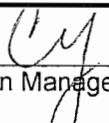
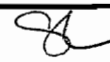
Executive Summary: Project No.8948 involves the replacement of the existing playground equipment, as well as replacing the existing sand with wood chips for ADA access.

Order of Procedure:

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

Discussion: The Jacobs Park Playground Equipment Improvement project includes the replacement of the existing playground equipment, as well as replacing the existing sand with wood chips for ADA access. The playground equipment is designed for both the 2 to 5 and 5 to 12 year old age groups. A new swing apparatus will be installed south of the new playground equipment, where the former 2 to 5 year old playground apparatus was located. This will require new curbing to be installed, as well as ADA compliant access and

Reviewed By:

 _____ Town Manager	_____ Town Attorney	 _____ Finance Manager	_____ Department
--	------------------------	--	---------------------

<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

fall zone wood chips.

On January 29, 2015, the Town received 4 bids for Project No. 8948 as follows:

BIDDER	BID AMOUNT
R.E. Schultz Construction	\$89,405.00
AToM Engineering	\$127,398.00
The Van Dyke Corporation	\$143,650.00
Sunrise Landscape Co., Inc.	\$147,700.00

The lowest responsible bidder is R.E. Schultz Construction of Silverado, California, with a bid of \$89,405.00. The Town has reviewed all 4 bid packages, and confirmed that R.E. Schultz Construction is the lowest, responsible, and responsive bidder. If awarded by the Town Council, construction is anticipated to begin in March 2015, and be substantially complete by May 2015.

Alternatives: Staff recommends no alternative action.

Fiscal impact: The Project Engineer's cost estimate for the project was \$101,000 without contingency.

The estimated project costs and the available funding in the amended FY 14-16 Community Development Block Grant budget are summarized below.

Estimated Project Cost

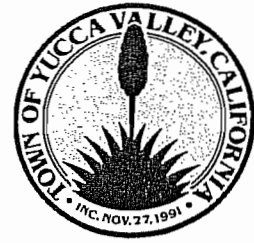
Basic Bid Amount	\$89,405.00
Construction Contingency	\$8,595.00
Total Contract Work:	\$98,000.00

Funding

Community Development Block Grant Fund (CDBG)	\$138,721.00
Total Project Funding	\$138,721.00

Attachments: Bidders Summary List
R.E. Schultz Construction Bid
December 16, 2014 Town Council Minutes
Equipment Plan View

TOWN OF YUCCA VALLEY
BID OPENING LOG SHEET

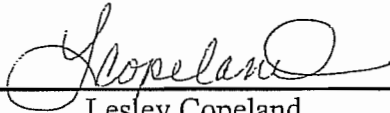


BID OPENING DATE: January 29, 2015, 3:00 p.m.

PROJECT DESCRIPTION:

Jacobs Park Playground Equipment Improvement
Town Project No. 8948

<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>BID BOND</u>
1. <u>Sunrise Landscape Co, Inc.</u>	<u>147,700.00</u>	<u>10%</u>
2. <u>The Van Dyke Corporation</u>	<u>143,650.00</u>	<u>10%</u>
3. <u>Atom Engineering Construction</u>	<u>127,398.00</u>	<u>10%</u>
4. <u>R.E. Schultz Construction</u>	<u>89,405.00</u>	<u>10%</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____



Lesley Copeland
Town Clerk

CONTRACTOR'S PROPOSAL

R.E. SCHULTZ CONSTRUCTION

Company

P.O. BOX 6

Address

SILVERADO, CA 92676

714-649-2627

Telephone Number

CSLB A 755160

State License Number

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

Ladies and Gentleman:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, and specifications for **Project 8948: Jacob's Park Playground Equipment Improvements**. And read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items.

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

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

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

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

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

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within **ten (10) calendar days** after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the Town. If the Town awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within **sixty (60) calendar days** from the execution of the first contract. **Project must be completed by March 2015.**

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

Classification A: General Engineering Contractor

Classification B: Building Contractor

BIDDING FORMJACOB'S PARK PLAYGROUND EQUIPMENT IMPROVEMENTSName of Bidder R.E. Schultz Construction

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	SUBTOTAL
----------	-------------	----------	------	--------	----------

BASIC BID (Items 1-10)					
MOBILIZATION, DEMOLITION, GRADING AND CONSTRUCTION SURVEY					
1	Mobilization (not exceed 2% of base bid amount)	1	LS	1750.-	1750.-
2	Demolition	1	LS	7500.-	7500.-
3	Construction Sign	1	EA	500	500.-
4	Furnish and Install RePlay Play Structure	1	LS	37,800.-	37,800.-
5	Furnish and Install Wavy Wedge Wall Walker	1	EA	6285	6285.-
6	Furnish and Install Top Spin	1	LS	4715	4715.-
7	Furnish and Install Swings	1	LS	4480	4480.-
8	Construct Curb	450	LF	22.50	10,125.-
9	Construct P.C.C. Sidewalk	400	SF	10.-	4000.-
10	Furnish and Install Engineer Wood Fiber	250	CY	49.-	12,250.-

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	SUBTOTAL
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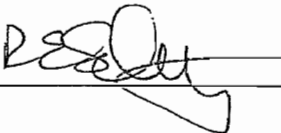
TOTAL BASIC BID ITEMS 1 - 10 (In Figures)	\$89,405.-
---	------------

TOTAL BASIC BID ITEMS 1 - 10 (In Words)	Eighty Nine Thousand Four Hundred Five Dollars.-
---	--

Contractor's License Number 755160

Date of Expiration 10/31/2010

(Seal - if Bid is by a Corporation)



 Attest

10%

 Amount of Certified Check or Bid Bond

Western Surety Company

 Name of Bonding Company

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

The undersigned contractor, certifies and declares that:

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

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

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

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

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

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

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15 day of JANUARY, 2015, at SILVERADO, California.
(place of execution)



Signature

Rick Schultz

Name (print or type)

Owner

Title

R.E. Schultz Construction

Name of company

NON-COLLUSION AFFIDAVIT

To: The Town of Yucca Valley:

State of California)
County of ORANGE) ss.

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

[Signature]
Signature

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

Subscribed and sworn to before me this 19th day of JANUARY, 2015

MARY K. SCHREIBER
Notary Public in and for the County
of ORANGE, State of California.

My Commission expires JUNE 17, 2015



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

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

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

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

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

STATE OF California

STATE OF _____

Richard Schultz

being first

(President or duly authorized Company official)

duly sworn deposes and says that he is owner

of RESchultz

(official capacity)

Construction with the intention of becoming

(name of company)

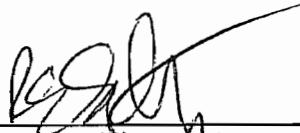
a primary participant on Town of Yucca Valley Construction.

Project JACOB'S PARK PLAYGROUND EQUIPMENT IMPROVEMENTS CDBG #123-40102
(Project Number)

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

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

Further affiant sayeth not.




(Signature)

RICK SCHULTZ

(Print Name)

SUBSCRIBED AND SWORN to before me a notary public this 19th

Day of JANUARY, 20 15



Notary Public

My commission expires: ~~Jan~~ JUNE 17, 2015





Western Surety Company

BID BOND
(Percentage)

Bond Number: 71624443

KNOW ALL PERSONS BY THESE PRESENTS, That we Richard E. Schultz dba R.E. Schultz
Construction Services of
P. O. Box 6, Silverado, CA 92676, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto City of Yucca Valley
of 57090 Twentynine Palms Hwy., Yucca Valley, CA 92284,
hereinafter referred to as the Oblige, in the sum of Ten (10 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Project 8948: Jacob's Park Playground Equipment Improvements Cdbq #123-10402/5274

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 29th day of January, 2015.

Richard E. Schultz dba R.E. Schultz
Construction Services

(Principal)

By [Signature] (Seal)

Western Surety Company

(Surety)

By [Signature] (Seal)
BLAKE A PFISTER Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

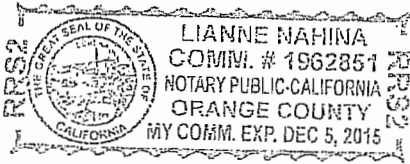
State of California)
County of Orange)

On January 20, 2015 before me, Lianne Nahina, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Blake A. Pfister
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 *Lianne Nahina*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 71624443 Document Date: January 29, 2015
Number of Pages: 1 Signer(s) Other Than Named Above: N/A - None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Western Surety Company

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71624443

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint BLAKE A PFISTER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Richard E. Schultz dba R.E. Schultz Construction Services

Obligee: City of Yucca Valley

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 29, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 29th day of January, 2015.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 29th day of January, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of January, 2015.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

January 26, 2015

To: All Bidders - Town of Yucca Valley Project 8948, Jacob's Park Playground Equipment Improvements

From: Alex Qishta, Project Engineer

Subject: Addendum No. 1

Addendum No. 1 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 1 and include it in your bid.

TOWN OF YUCCA VALLEY
ENGINEERING DIVISION



Alex Qishta, P.E.
Project Engineer

Planning
(760) 369-6575
Public Works
(760) 369-6579
Building and Safety
(760) 365-0099
Code Compliance
(760) 369-6575
Engineering
(760) 369-6575
Animal Control
(760) 365-1807
Animal Shelter
(760) 365-3111
FAX (760) 228-0084



The Town of
Yucca Valley

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

ADDENDUM NO. 1

TO THE
BID DOCUMENTS
FOR

PROJECT 8948

JACOB'S PARK PLAYGROUND EQUIPMENT IMPROVEMENTS

To: ALL BID DOCUMENT HOLDERS

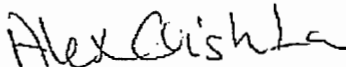
The bid documents for this bid have been amended as follows:

1. Page f-87, Section 313- PLAYGROUND EQUIPMENT INSTALLATION revised to read

"The Contractor shall purchase Play Equipment as specified on the drawings from ~~Landscape Structures, Inc.~~, **Miracle Recreation Equipment Company or Approved Equal**, and shall inspect and safely store until ready for installation.

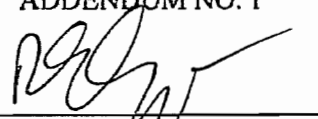
The Contractor shall install the play equipment per the manufacturer's recommendations and equipment layout plan. All play equipment (and resilient tile surfacing) must be installed by a ~~Landscape Structures, Inc.~~ **Miracle Recreation Equipment Company** factory-certified installer. The Contractor will supply to the ~~City~~ **Town** a letter from the play equipment manufacturer stating that the play equipment installation meets their installation guidelines, standards, and recommendation. The letter will be submitted prior to release of final payment. Minimum guarantees and terms of the guarantee shall be reviewed and approved by ~~City~~ **Town** staff prior to modifications and new installations occurring. The contractor will also supply to the ~~City~~ **Town** a letter from the playground manufacturer stating that all installed equipment complies with ADA and CPSC Guidelines and Standards. Playground manufacturer to provide insurance certificate naming the "Town of Yucca Valley, its agents and employees as additionally insured with respect to the manufacturing and installation of ~~Community Center Playground and Splash Park play equipment.~~" **"Jacob's Park Playground Equipment Installation"**

TOWN OF YUCCA VALLEY
ENGINEERING DIVISION



Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 1



Signature of Bidder

**10. Jacobs Park Playground Improvements-Town Project No. 8948
Approval of Plans and Specifications
Authorization to Advertise for Construction**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY, CALIFORNIA APPROVING PLANS AND
SPECIFICATIONS FOR THE CONSTRUCTION OF THE JACOBS
PARK PLAYGROUND EQUIPMENT IMPROVEMENTS IN SAID
TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK
TO ADVERTISE TO RECEIVE BIDS**

Deputy Town Manager Stueckle presented the staff report requesting authorization to move forward with playground improvements at Jacobs Park. The project includes the replacement of existing playground equipment, necessary curbing and the installation of wood chips for ADA access.

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

Mayor Pro Tem Leone received confirmation that the playground upgrade was for safety standards.

Mayor Pro Tem Leone moved to adopt Resolution No. 14-38, approve the plans and specifications for Project No. 8948, authorize the Town Clerk to advertise and receive bids, contingent upon final approval by San Bernardino County, and amends the budget to increase the project budget to the appropriated funding from the County for use of CDBG funds.

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

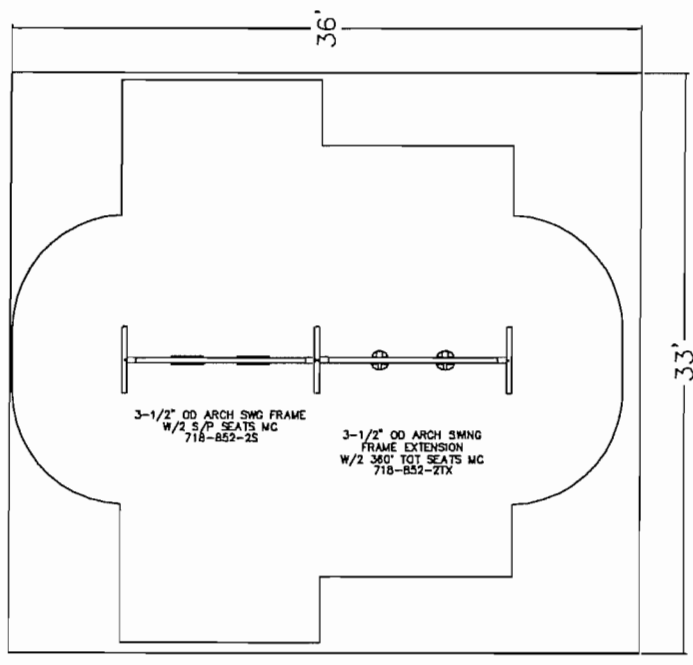
- AYES:** Council Members Abel, Denison, Leone, Lombardo and Mayor Huntington
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

11. Park Monument Signage

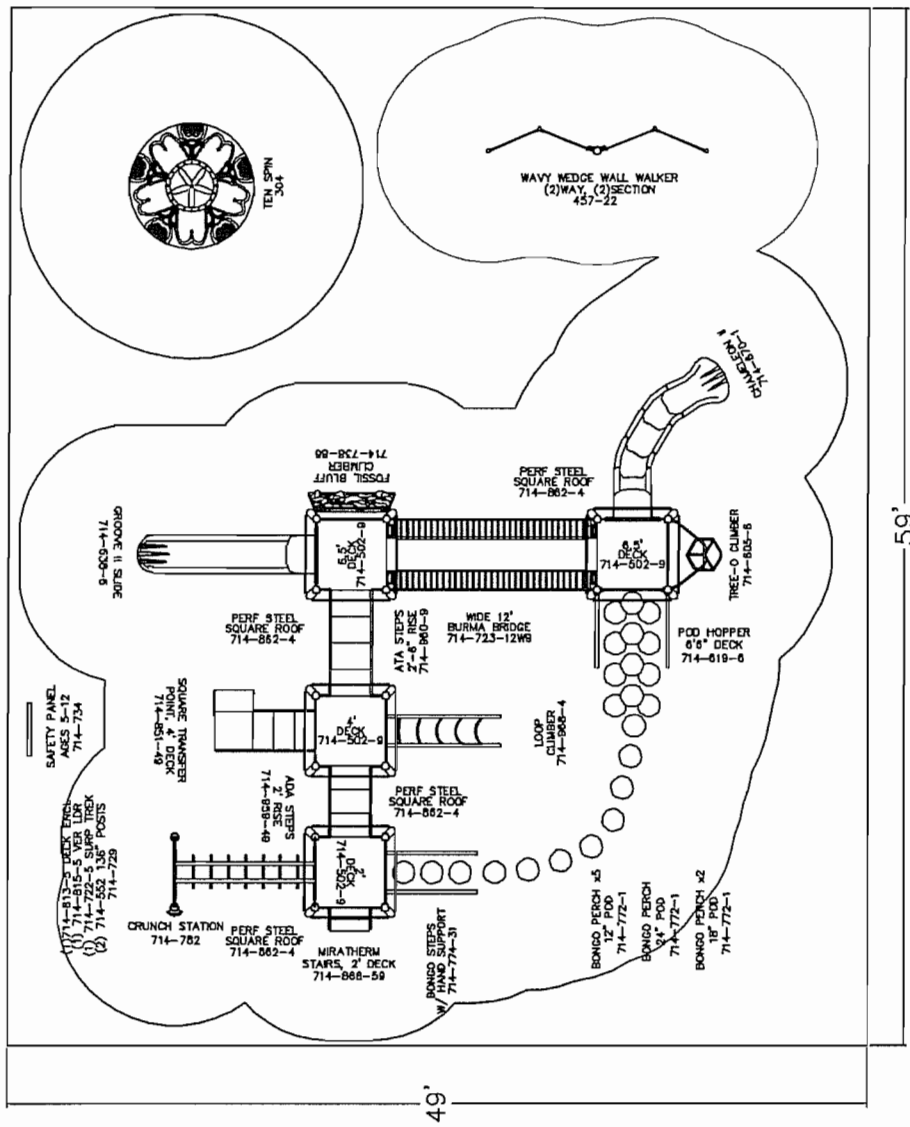
Community Services Manager Earnest presented the staff report requesting consideration of placing monument signage at Essig Park and Machris Park. Currently, identifying signage is not installed at these two primary Town park facilities. Existing monument signage is located at Jacobs Park and Paradise Park. To create identifying consistency among all park facilities, as stated in the Town’s Parks and Recreation Master Plan (PRMP) it is recommended to install



Play Area = 1188 Sq.ft.



Play Area = 2891 Sq.ft.



Jacobs Park

Town of Yucca Valley

9106 PULSAR CT, UNIT C
 CORONA, CA 92883
 PHONE NO. 1-800-264-7225
 FAX NO. 1-877-215-3859



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

Proposed Amendment

	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

		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	30,000	50,000
Town Hall Equipment Upgrade	800 00-00 8310 8048 102	-	-	-	20,000	-
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
Website Update	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: Dale Mondary, Chief of Police/Sheriff's Captain
Date: February 13, 2015
For Council Meeting: February 17, 2015

Subject: FY 2014/2015 OHV Grant, Resolution

Recommendation: Approve a governing body resolution for the FY 2014/2015 Off Highway Vehicle (OHV) enforcement grant application.

Order of Procedure:

Department Report

Request Staff Report

Request Public Comment

Council Questions of Staff

Council Discussion

Motion/Second

Discussion on Motion

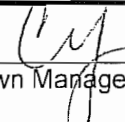
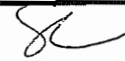
Call the Question (Roll Call Vote, Consent Agenda)

Discussion: The Town Police Department has for several years received an OHV enforcement grant from the California State Parks OHMVR Division that funds OHV enforcement officers for the Town of Yucca Valley and surrounding areas. The Town Police Department is again requesting grant funding to continue with OHV enforcement and education efforts. Yucca Valley Police Department will continue to serve as the lead agency under this grant. In order to apply for the grant, the local legislative body must adopt a resolution authorizing the filing of the grant application.

Alternatives: Not approve the grant request. OHV funding from the FY 2013/2014 grant will be fully expended by June 30, 2015.

Fiscal impact: The anticipated request will be for \$35,000. Based on historical funding levels provided through this grant, it is likely that the award will be in the \$20,000 - \$30,000 level. The Town's funding requirement will be provided through in-kind (man hour) contributions.

Attachments: Resolution
FY 2014/2015 Preliminary Grant Application

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

RESOLUTION NO. 15-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, the People of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley hereby:

1. Approves the filing of an Application for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the Project Administrator as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the project.

APPROVED AND ADOPTED this 17th day of February, 2015.

MAYOR

ATTEST:

TOWN CLERK

Law Enforcement

FOR OFFICE USE ONLY:

Version # _____

APP # _____

ITEM 1. Proposed Project

The Town of Yucca Valley lies in the high desert of San Bernardino County in an area known as the Morongo Basin. Incorporated in 1991, Yucca Valley has a population of approximately 26,000 and encompasses about 39 square miles. Yucca Valley does not offer designated Off Highway Vehicle (OHV) roads or trails within town limits; however, OHV opportunity abounds in surrounding areas year round and directly effects the town and residents of Yucca Valley.

In addition to Yucca Valley, the Morongo Basin includes the City of 29 Palms and the unincorporated communities of Joshua Tree, Morongo Valley, Pioneertown, Landers, Johnson Valley and Wonder Valley. The 5200 square mile Morongo Basin is home to approximately 100,000 residents, the Joshua Tree National Park (JTNP) and the 29 Palms Marine Corps Air Ground Combat Center (MCAGCC). Both JTNP and MCAGCC are closed to OHV use.

Yucca Valley is criss-crossed by dirt roads used by OHV riders to get to various authorized OHV riding areas or WEMO (Western Mojave Desert Off Road Vehicle Management) trails/roads. This often involves OHV riding on public roads, private property and public land closed to OHV activity. Cabins and vacation homes, many used as weekend staging areas and camps by OHV riders, dot the rural areas of Yucca Valley and the Morongo Basin. OHV activity often increases during weekends and holidays.

The San Bernardino County Sheriff's Department (SBCSD), Morongo Basin Station, is responsible for law enforcement throughout the Morongo Basin. Both Yucca Valley and 29 Palms contract with the sheriff's department for police services. The 188,000 acre Johnson Valley OHV area is located 20 minutes north of Yucca Valley. Though operated by BLM, the area is within the Morongo Basin Station's jurisdiction and deputies respond to calls in this area for crime reports, down riders, search and rescue and more. The primary road to access Johnson Valley is State Highway 247 which travels directly through the middle of Yucca Valley. OHV traffic increases substantially in Yucca Valley during OHV events in Johnson Valley, such as, the King of the Hammers Ultimate off-road race event.

This grant will provide funding for OHV enforcement, education and search and rescue operations in Yucca Valley and the surrounding Morongo Basin communities who Yucca Valley routinely assists in such matters. Law enforcement personnel will be provided by SBCSD. Officers assigned to this area receive formal and / or on the job training in OHV laws via SBCSD, BLM (Bureau of Land Management), and the California State Parks Department. This training is provided on an on-going basis.

The Morongo Basin Station's OHV enforcement team is equipped with three dual-sport motorcycles, a 4 x 4 truck and enclosed trailer. OHV enforcement officers routinely ride dual purpose motorcycles from the station to patrol areas. At times, OHV enforcement officers conduct operations in remote areas where fuel and supplies are not readily available. In these cases, the 4 x 4 truck can be used to haul motorcycles, fuel, supplies, and personnel. This truck can also be used to recover lost or injured riders and disabled / damaged OHV's from areas not accessible to ambulances or tow vehicles.

Yucca Valley and the Morongo Basin have seen a steady population increase during recent years. Yucca Valley has become the main commercial hub for all of Morongo Basin including the sales and service of OHV's. The rising number of citizens and increasing population density has placed OHV enthusiasts and opponents in closer and more common contact. Yucca Valley and Morongo Basin residents on both sides of the OHV issue have formed citizen's groups to address their concerns.

In an effort to quell illegal OHV activity, Yucca Valley and the SBCSD have taken several steps to address OHV use. Yucca Valley adopted the vehicle code for all dirt roads within town limits and OHV riding on these roads is prohibited. Additionally, San Bernardino County Ordinance 3973, which greatly restricts OHV riding on both public and private

property, remains in place and is often a basis for OHV related calls for service. These efforts, in conjunction with past OHMVR Grant funding, have resulted in a continual decline in OHV related calls for service.

Funds obtained through this grant will provide for continued OHV opportunity and enforcement in Yucca Valley and the Morongo Basin by allowing deputies to continue with OHV enforcement and education efforts. These continued efforts will help to reduce the friction between the citizens on both sides of the OHV issue and ensure that OHV opportunities continue to be present in the Morongo Basin.

ITEM 2. Project Coverage

ITEM 3. Describe the frequency of the patrols

ITEM 4. Deployment of Personnel

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s). (Please select applicable values)

- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> State Senate 01 | <input type="checkbox"/> State Senate 02 | <input type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04 | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06 | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11 | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input type="checkbox"/> State Senate 16 | <input type="checkbox"/> State Senate 17 | <input checked="" type="checkbox"/> State Senate 18 | <input type="checkbox"/> State Senate 19 | <input type="checkbox"/> State Senate 20 |
| <input type="checkbox"/> State Senate 21 | <input type="checkbox"/> State Senate 22 | <input type="checkbox"/> State Senate 23 | <input type="checkbox"/> State Senate 24 | <input type="checkbox"/> State Senate 25 |
| <input type="checkbox"/> State Senate 26 | <input type="checkbox"/> State Senate 27 | <input type="checkbox"/> State Senate 28 | <input type="checkbox"/> State Senate 29 | <input type="checkbox"/> State Senate 30 |
| <input type="checkbox"/> State Senate 31 | <input type="checkbox"/> State Senate 32 | <input type="checkbox"/> State Senate 33 | <input type="checkbox"/> State Senate 34 | <input type="checkbox"/> State Senate 35 |
| <input type="checkbox"/> State Senate 36 | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38 | <input type="checkbox"/> State Senate 39 | <input type="checkbox"/> State Senate 40 |

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s). (Please select applicable values)

- | | | | | |
|--|--|--|--|--|
| <input type="checkbox"/> State Assembly 01 | <input type="checkbox"/> State Assembly 02 | <input type="checkbox"/> State Assembly 03 | <input type="checkbox"/> State Assembly 04 | <input type="checkbox"/> State Assembly 05 |
| <input type="checkbox"/> State Assembly 06 | <input type="checkbox"/> State Assembly 07 | <input type="checkbox"/> State Assembly 08 | <input type="checkbox"/> State Assembly 09 | <input type="checkbox"/> State Assembly 10 |
| <input type="checkbox"/> State Assembly 11 | <input type="checkbox"/> State Assembly 12 | <input type="checkbox"/> State Assembly 13 | <input type="checkbox"/> State Assembly 14 | <input type="checkbox"/> State Assembly 15 |
| <input type="checkbox"/> State Assembly 16 | <input type="checkbox"/> State Assembly 17 | <input type="checkbox"/> State Assembly 18 | <input type="checkbox"/> State Assembly 19 | <input type="checkbox"/> State Assembly 20 |
| <input type="checkbox"/> State Assembly 21 | <input type="checkbox"/> State Assembly 22 | <input type="checkbox"/> State Assembly 23 | <input type="checkbox"/> State Assembly 24 | <input type="checkbox"/> State Assembly 25 |
| <input type="checkbox"/> State Assembly 26 | <input type="checkbox"/> State Assembly 27 | <input type="checkbox"/> State Assembly 28 | <input type="checkbox"/> State Assembly 29 | <input type="checkbox"/> State Assembly 20 |
| <input type="checkbox"/> State Assembly 31 | <input type="checkbox"/> State Assembly 32 | <input type="checkbox"/> State Assembly 33 | <input type="checkbox"/> State Assembly 34 | <input type="checkbox"/> State Assembly 35 |
| <input type="checkbox"/> State Assembly 36 | <input type="checkbox"/> State Assembly 37 | <input type="checkbox"/> State Assembly 38 | <input type="checkbox"/> State Assembly 39 | <input type="checkbox"/> State Assembly 40 |
| <input type="checkbox"/> State Assembly 41 | <input type="checkbox"/> State Assembly 42 | <input type="checkbox"/> State Assembly 43 | <input type="checkbox"/> State Assembly 44 | <input type="checkbox"/> State Assembly 45 |
| <input type="checkbox"/> State Assembly 46 | <input type="checkbox"/> State Assembly 47 | <input type="checkbox"/> State Assembly 48 | <input type="checkbox"/> State Assembly 49 | <input type="checkbox"/> State Assembly 50 |
| <input type="checkbox"/> State Assembly 51 | <input type="checkbox"/> State Assembly 52 | <input type="checkbox"/> State Assembly 53 | <input type="checkbox"/> State Assembly 54 | <input type="checkbox"/> State Assembly 55 |
| <input type="checkbox"/> State Assembly 56 | <input type="checkbox"/> State Assembly 57 | <input type="checkbox"/> State Assembly 58 | <input type="checkbox"/> State Assembly 59 | <input type="checkbox"/> State Assembly 60 |
| <input type="checkbox"/> State Assembly 61 | <input type="checkbox"/> State Assembly 62 | <input type="checkbox"/> State Assembly 63 | <input type="checkbox"/> State Assembly 64 | <input type="checkbox"/> State Assembly 65 |
| <input type="checkbox"/> State Assembly 66 | <input type="checkbox"/> State Assembly 67 | <input type="checkbox"/> State Assembly 68 | <input type="checkbox"/> State Assembly 69 | <input type="checkbox"/> State Assembly 70 |
| <input type="checkbox"/> State Assembly 71 | <input type="checkbox"/> State Assembly 72 | <input type="checkbox"/> State Assembly 73 | <input type="checkbox"/> State Assembly 74 | <input type="checkbox"/> State Assembly 75 |
| <input type="checkbox"/> State Assembly 76 | <input type="checkbox"/> State Assembly 77 | <input type="checkbox"/> State Assembly 78 | <input type="checkbox"/> State Assembly 79 | <input type="checkbox"/> State Assembly 80 |

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s). (Please select applicable values)

- Congressional District 1 Congressional District 2 Congressional District 3 Congressional District 4
- Congressional District 5 Congressional District 6 Congressional District 7 Congressional District 8
- Congressional District 9 Congressional District 10 Congressional District 11 Congressional District 12
- Congressional District 13 Congressional District 14 Congressional District 15 Congressional District 16
- Congressional District 17 Congressional District 18 Congressional District 19 Congressional District 20
- Congressional District 21 Congressional District 22 Congressional District 23 Congressional District 24
- Congressional District 25 Congressional District 26 Congressional District 27 Congressional District 28
- Congressional District 29 Congressional District 30 Congressional District 31 Congressional District 32
- Congressional District 33 Congressional District 34 Congressional District 35 Congressional District 36
- Congressional District 37 Congressional District 38 Congressional District 39 Congressional District 40
- Congressional District 41 Congressional District 42 Congressional District 43 Congressional District 44
- Congressional District 45 Congressional District 46 Congressional District 47 Congressional District 48
- Congressional District 49 Congressional District 50 Congressional District 51 Congressional District 52
- Congressional District 53

D. County

Select one or more of the California Counties where the proposed project activities will occur. (Please select applicable values)

- Alameda Alpine Amador Butte Calaveras Colusa
- Contra Costa Del Norte El Dorado Fresno Glenn Humboldt
- Imperial Inyo Kern Kings Lake Lassen
- Los Angeles Madera Marin Mariposa Mendocino Merced
- Modoc Mono Monterey Napa Nevada Orange
- Placer Plumas Riverside Sacramento San Benito San Bernardino
- San Diego San Francisco San Joaquin San Luis Obispo San Mateo Santa Barbara
- Santa Clara Santa Cruz Shasta Sierra Siskiyou Solano
- Sonoma Stanislaus Sutter Tehama Trinity Tulare
- Tuolumne Ventura Yolo Yuba

LE Certification

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Version # _____

APP # _____

Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:
2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:
3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? (Please select Yes or No) Yes No

Explain:

N/A

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? (Please select Yes or No) Yes No
6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? (Please select Yes or No) Yes No
8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:
9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

N/A

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:
N/A
11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? (Please select Yes or No) Yes No

Project Cost Estimate

FOR OFFICE USE ONLY:		Version # _____	APP # _____
APPLICANT NAME :	Yucca Valley Police Department		
PROJECT TITLE :	Law Enforcement		
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Development	<input type="checkbox"/> Restoration <input type="checkbox"/> Ground Operations	<input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Planning
PROJECT DESCRIPTION :	<p>The Town of Yucca Valley lies in the high desert of San Bernardino County in an area known as the Morongo Basin. Incorporated in 1991, Yucca Valley has a population of approximately 26,000 and encompasses about 39 square miles. Yucca Valley does not offer designated Off Highway Vehicle (OHV) roads or trails within town limits; however, OHV opportunity abounds in surrounding areas year round and directly effects the town and residents of Yucca Valley.</p> <p>In addition to Yucca Valley, the Morongo Basin includes the City of 29 Palms and the unincorporated communities of Joshua Tree, Morongo Valley, Pioneertown, Landers, Johnson Valley and Wonder Valley. The 5200 square mile Morongo Basin is home to approximately 100,000 residents, the Joshua Tree National Park (JTNP) and the 29 Palms Marine Corps Air Ground Combat Center (MCAGCC). Both JTNP and MCAGCC are closed to OHV use.</p> <p>Yucca Valley is criss-crossed by dirt roads used by OHV riders to get to various authorized OHV riding areas or WEMO (Western Mojave Desert Off Road Vehicle Management) trails/roads. This often involves OHV riding on public roads, private property and public land closed to OHV activity. Cabins and vacation homes, many used as weekend staging areas and camps by OHV riders, dot the rural areas of Yucca Valley and the Morongo Basin. OHV activity often increases during weekends and holidays.</p> <p>The San Bernardino County Sheriff's Department (SBCSD), Morongo Basin Station, is responsible for law enforcement throughout the Morongo Basin. Both Yucca Valley and 29 Palms contract with the sheriff's department for police services. The 188,000 acre Johnson Valley OHV area is located 20 minutes north of Yucca Valley. Though operated by BLM, the area is within the Morongo Basin Station's jurisdiction and deputies respond to calls in this area for crime reports, down riders, search and rescue and more. The primary road to access Johnson Valley is State Highway 247 which travels directly through the middle of Yucca Valley. OHV traffic increases substantially in Yucca Valley during OHV events in Johnson Valley, such as, the King of the Hammers Ultimate off-road race event.</p> <p>This grant will provide funding for OHV enforcement, education and search and rescue operations in Yucca Valley and the surrounding Morongo Basin communities who Yucca Valley routinely assists in such matters. Law enforcement personnel will be provided by SBCSD. Officers assigned to this area receive formal and / or on the job training in OHV laws via SBCSD, BLM (Bureau of Land Management), and the California State Parks Department. This</p>		

training is provided on an on-going basis.

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Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Law Enforcement Officers Notes : Sheriff's deputy at time and a half.	258.8300	68.000	HRS	13,200.00	4,400.00	17,600.00
2. Sergeant Notes : Sheriff's sergeant at time and a half.	200.0000	87.000	HRS	13,050.00	4,350.00	17,400.00
Total for Staff				26,250.00	8,750.00	35,000.00
2 Contracts						

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
3						
Materials / Supplies						
4						
Equipment Use Expenses						
5						
Equipment Purchases						
6						
Others						
Total Program Expenses				26,250.00	8,750.00	35,000.00
TOTAL DIRECT EXPENSES				26,250.00	8,750.00	35,000.00
INDIRECT EXPENSES						
Indirect Costs						
1						
Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				26,250.00	8,750.00	35,000.00

Category	Grant Req.	Match	Total	Narrative
DIRECT EXPENSES				
Program Expenses				
1 Staff	26,250.00	8,750.00	35,000.00	
2 Contracts	0.00	0.00	0.00	
3 Materials / Supplies	0.00	0.00	0.00	
4 Equipment Use Expenses	0.00	0.00	0.00	
5 Equipment Purchases	0.00	0.00	0.00	
6 Others	0.00	0.00	0.00	
Total Program Expenses	26,250.00	8,750.00	35,000.00	
TOTAL DIRECT EXPENSES	26,250.00	8,750.00	35,000.00	
INDIRECT EXPENSES				
Indirect Costs				
1 Indirect Costs	0.00	0.00	0.00	
Total Indirect Costs	0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	
TOTAL EXPENDITURES	26,250.00	8,750.00	35,000.00	

Environmental Review Data Sheet (ERDS)

FOR OFFICE USE ONLY:

Version # _____

APP # _____

ITEM 1 and ITEM 2

ITEM 1

- a. ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project? Yes No
(Please select Yes or No)

ITEM 2

- b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) (Please select Yes or No) Yes No

ITEM 3 - Project under CEQA Guidelines Section 15378

- c. ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378? Yes No
(Please select Yes or No)
- d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. (Please select Yes or No) Yes No
- e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and are thus not a "Project" under CEQA. DO NOT complete ITEMS 4 – 10.

ITEM 4 - Impact of this Project on Wetlands

ITEM 5 - Cumulative Impacts of this Project

ITEM 6 - Soil Impacts

ITEM 7 - Damage to Scenic Resources

ITEM 8 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? (Please select Yes or No) Yes No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 9 - Potential for Adverse Impacts to Historical or Cultural Resources

Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources? (Please select Yes or No) Yes No

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources:

ITEM 10 - Indirect Significant Impacts

CEQA/NEPA Attachment

For the FY 2013-14, the Town of Yucca Valley expended greater than \$500,000 in federal funds and therefore required an audit of the Fiscal Year 2013-14 expenditures of Federal Awards. The audit was conducted by Rogers, Anderson, Malody and Scott, LLP, a firm of independent CPAs appointed by and reporting to the Town Council. The purpose of the audit is to state an opinion with regards to the accuracy of the Town's financial statements and in doing so, perform tests of compliance with certain provisions of laws, regulations, contracts, and grant agreements.

The following table identifies the projects and fiscal year expenditures subject to the Single Audit requirement:

Federal Program	Town Project/Project	Total Expenditures
HUD/Pass Thru CDBG	Com Center Playground/Paradise Playground/Code Enforcement	389,085
DOJ/Pass Thru SB Co Public Safety Policing Grants	Public Safety	100,250
DOJ Public Safety Policing Grants	School Resource Officer	41,667
DOT/Pass Thru CA Dept. of Transportation	Hwy 62 Projects/Safe Routes to School	1,052,022
Homeland Security/Pass Thru SB Co Emergency Mgmt.	Emergency Mgmt. Equipment	21,479
Total Federal Expenditures		\$1,604,503

After completing their audit of the Town's records, Rogers, Anderson, Malody and Scott, LLP has issued a Single Audit opinion that states:

"..the Town complied, in all material respects, with the ...compliance requirements ...that could have a direct material effect on each of its major federal programs for the year ended June 30, 2014.

The auditors also considered the Town's internal control over compliance and the opinion states:

"We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses."

This is a result of Council's sound fiscal policies, procedures, and financial management at the Town of Yucca Valley.

Despite the increase in the Single Audit Threshold for Audit to \$750,000, staff still anticipates the completion of a Single Audit report for FY2014-15 as the Town's federally funded street projects are completed.

Alternatives: None.

Fiscal impact: While there is no direct fiscal impact, receiving an unqualified audit opinion and compliance with Federal Grant requirements is an indicator to external parties such as Federal granting agencies of the Town's financial policies and practices, and assist the Town in meeting its eligibility requirements for continued receipt of awarded grant funds.

Attachments:

Fiscal Year 2013-14 Single Audit Report on Federal Awards

**Town of Yucca Valley
Yucca Valley, California**

Single Audit Report on Federal Awards

Year Ended June 30, 2014

**Town of Yucca Valley
Single Audit Report on Federal Awards
Year Ended June 30, 2014**

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CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

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To the Honorable Mayor and Town Council
Town of Yucca Valley
Yucca Valley, California

PARTNERS

Brenda L. Odle, CPA, MST
Terry P. Shea, CPA
Kirk A. Franks, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Jay H. Zercher, CPA (Partner Emeritus)
Phillip H. Waller, CPA (Partner Emeritus)

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

MANAGERS / STAFF

Bradford A. Welebir, CPA, MBA
Jenny Liu, CPA, MST
Seong-Hyea Lee, CPA, MBA
Charles De Simoni, CPA
Yiann Fang, CPA
Nathan Statham, CPA, MBA
Brigitta Bartha, CPA
Gardenya Duran, CPA
Juan Romero, CPA
Ivan Gonzales, CPA, MSA
Brianna Pascoe, CPA

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Yucca Valley, California as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Town of Yucca Valley, California's basic financial statements, and have issued our report thereon dated November 4, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Yucca Valley, California's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Yucca Valley, California's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Yucca Valley, California's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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PCPS The AICPA Alliance
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Quality Center

California Society of
Certified Public Accountants

To the Honorable Mayor and Town Council
Town of Yucca Valley
Yucca Valley, California


Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Yucca Valley, California's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rogers Anderson Malouly & Scott, LLP

San Bernardino, California
November 4, 2014



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The Honorable Mayor and Town Council
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Yucca Valley, California

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Brigitte Bartha, CPA
Gardenya Duran, CPA
Juan Romero, CPA
Ivan Guizales, CPA, MSA
Brianna Pascoe, CPA

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

Report on Compliance for Each Major Federal Program

We have audited the Town of Yucca Valley's (the Town) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs for the year ended June 30, 2014. The Town's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Town's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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Quality Center*

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Certified Public Accountants

To the Honorable Mayor and Town Council
Town of Yucca Valley
Yucca Valley, California

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Town's compliance.

Opinion on Each Major Federal Program

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Town's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Honorable Mayor and Town Council
Town of Yucca Valley
Yucca Valley, California

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Town of Yucca Valley as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements. We issued our report November 4, 2014, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Rogers Anderson Malody & Scott, LLP

January 23, 2015 (except for the Schedule of Expenditures of Federal Awards, as to which the date is November 4, 2014.)

**Town of Yucca Valley
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014**

Federal Grantor/ Pass-through Grantor/Program Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
<u>U.S. Department of Housing and Urban Development</u>			
<i>Pass-through from San Bernardino County</i>			
Community Development Block Grant*			
	14.218	123-35102/3280	\$ 206,386
	14.218	123-32102/3698	93,116
	14.218	123-36117/3615	<u>89,583</u>
Total CFDA 14.218			<u>389,085</u>
Total U.S. Department of Housing and Urban Development			<u>389,085</u>
<u>U.S. Department of Justice</u>			
<i>Pass-through from San Bernardino County</i>			
Public Safety Partnership and Community Policing Grants	16.710	ATX12COPS-J16	<u>100,250</u>
Total Pass-through from San Bernardino County			<u>100,250</u>
<i>Direct award</i>			
Public Safety Partnership and Community Policing Grants	16.710	2012UMWX0042	<u>41,667</u>
Total Direct award			<u>41,667</u>
Total U.S. Department of Justice			<u>141,917</u>
<u>U.S. Department of Transportation</u>			
<i>Pass-through from California Department of Transportation</i>			
Highway Planning and Construction (Federal-aid Program)*	20.205	SRTSLIN-5466(016)	17,365
Highway Planning and Construction (Federal-aid Program)*	20.205	HSIPLN-5466(017)	900,000
Highway Planning and Construction (Federal-aid Program)*	20.205	PHL04-5466(015)	132,016
Highway Planning and Construction (Federal-aid Program)*	20.205	CMLN-5466(019)	<u>2,641</u>
Total U.S. Department of Transportation			<u>1,052,022</u>
<u>U.S. Department of Homeland Security</u>			
<i>Pass-through from San Bernardino County</i>			
Emergency Management Performance Grants	97.042	EMPG-13	<u>9,003</u>
Total CFDA 97.042			<u>9,003</u>
Homeland Security Grant Program	97.067	2013-00110	<u>12,476</u>
Total CFDA 97.067			<u>12,476</u>
Total U.S. Department of Homeland Security			<u>21,479</u>
Total Expenditures of Federal Awards			<u>\$ 1,604,503</u>

* - Major Program

See accompanying notes to schedule of expenditures of federal awards

Town of Yucca Valley
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

1. Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards

(a) *Scope of Presentation*

The accompanying schedule presents only the expenditures incurred by the Town of Yucca Valley that are reimbursable under federal programs of federal awards. For the purposes of this schedule, federal awards include both federal awards received directly from a federal agency, as well as federal funds received indirectly by the Town from a non-federal agency or other organization. Only the portion of program expenditures reimbursable with such federal funds are reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

(b) *Basis of Accounting*

Funds received under the various grant programs have been recorded within the general fund and special revenue funds of the Town. The Town utilizes the modified accrual method of accounting for the general fund and special revenue funds. The accompanying Schedule of Expenditures of Federal Awards (Schedule) is presented in accordance with the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in, the preparation of the Town's basic financial statements.

(c) *Subrecipients*

The Town of Yucca Valley did not subaward any federal awards to subrecipients in the year under audit.

**Town of Yucca Valley
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014**

I. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Material weakness identified?	_____	Yes	<u> X </u>	No
Significant deficiencies identified that are not considered to be material weaknesses?	_____	Yes	<u> X </u>	None reported
Noncompliance material to financial statements noted?	_____	Yes	<u> X </u>	No

Federal Awards

Internal control over major programs:

Material weakness identified?	_____	Yes	<u> X </u>	No
Significant deficiencies identified that are not considered to be material weaknesses?	_____	Yes	<u> X </u>	None reported

Type of auditor's report issued on compliance for major programs: *unmodified*

Any audit findings disclosed that are required to be reported in accordance with section 510 (a) of OMB Circular A-133?	_____	Yes	<u> X </u>	No
---	-------	-----	------------------	----

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program</u>
14.218	Community Development Block Grant
20.205	Highway Planning and Construction (Federal-Aid Programs)

Dollar threshold used to distinguish between type A and type B programs:	<u>\$ 300,000</u>
---	----------------------

Auditee qualified as low-risk auditee?	<u> X </u>	Yes	_____	No
--	------------------	-----	-------	----

**Town of Yucca Valley
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014**

II. FINDING – FINANCIAL STATEMENT AUDIT

No matters to report.

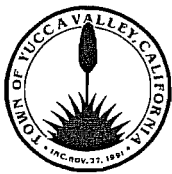
III. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters to report.

**Town of Yucca Valley
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2014**

CURRENT STATUS OF PRIOR YEAR FINDINGS:

No prior year findings to report.



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Sharon Cisneros, Finance Manager
Date: February 9, 2015
For Council Meeting: February 17, 2015
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 January 2015.



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.

Although the AB1234 report can be either written or oral, this report must be made at

Reviewed By:	<u></u>	<u> </u>	<u></u>	<u></u>
	Town Manager	Town Attorney	Finance Manager	Department

<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

the next meeting of the legislative body that paid for its member to attend the meeting.

Alternatives: None.

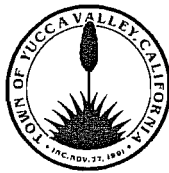
Fiscal impact: There is no anticipated financial impact associated with the recommended approval of AB1234 reporting requirements.

Attachments: **AB1234 Reporting Requirement Schedule**

Town of Yucca Valley

Councilmember AB1234 Meetings Schedule For Reimbursements in January 2015

Date of Travel	Organization	Description	Location
	Mayor Huntington	No Reportable Meetings	
	Mayor Pro Tem Leone	No Reportable Meetings	
	Councilmember Abel	No Reportable Meetings	
	Councilmember Denison	No Reportable Meetings	
	Councilmember Lombardo	No Reportable Meetings	



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Sharon Cisneros, Finance Manager
Date: February 5, 2015
Council Meeting: February 17, 2015

Subject: Warrant Registers

Recommendation:

Ratify the Payroll Register total of \$ 113,198.08 for checks dated January 30, 2015 and the Warrant Register total of \$ 444,721.08 for checks dated February 5, 2015.


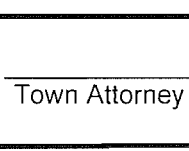


Order of Procedure:

- 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. 30 dated January 30, 2015 total of \$ 113,198.08
- Warrant Register No. 33 dated February 5, 2105 total of \$ 444,721.08

Reviewed By:

			
Town Manager	Town Attorney	Finance Manager	Department

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

TOWN OF YUCCA VALLEY
PAYROLL REGISTER #30
CHECK DATE - January 30, 2015

Fund Distribution Breakdown

Fund Distribution



General Fund	\$103,642.41
Gas Tax Fund	9,555.67

Grand Total Payroll	<u><u>\$113,198.08</u></u>
----------------------------	-----------------------------------

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 30 - Paid 01/30/2015
(January 10, 2015 - January 23, 2015)
Checks: 5021 - 5025

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$2,340.06		\$2,340.06
Direct Deposit	64,984.23	-	64,984.23
Sub-total	67,324.29		67,324.29
<u>Employee Tax Withholding</u>			
Federal	10,382.04		10,382.04
Medicare	1,223.04	1,223.04	2,446.08
SDI - EE	-	-	-
State	3,007.11		3,007.11
Sub-total	14,612.19	1,223.04	15,835.23
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	2,263.21	-	2,263.21
Deferred Compensation	-	-	-
PERS Survivor Benefit	-		-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 6.25 %	565.48		565.48
PERS EE - Contribution 7%	998.79		998.79
PERS EE - Contribution 8%	4,657.02		4,657.02
PERS Retirement - Employer 6.25 %	-	565.48	565.48
PERS Retirement - Employer 7.846 %	-	1,142.18	1,142.18
PERS Retirement - Employer 18.586 %	-	12,076.26	12,076.26
Wage Garnishment - Employee	147.83		147.83
Life & Disability Insurance		-	-
Other Post Employee Benefit's		2,473.65	2,473.65
Unemployment Insurance		1,566.98	1,566.98
Workers' Compensation		3,581.68	3,581.68
Sub-total	8,632.33	21,406.23	30,038.56
Gross Payroll	\$90,568.81	\$22,629.27	\$113,198.08
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER # 33
CHECK DATE FEBRUARY 5, 2015**

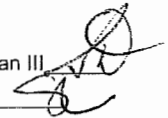
FUND DISTRIBUTION BREAKDOWN

Checks # 46123 to # 46208 are valid:

GENERAL FUND # 001	\$393,990.53
CENTRAL SUPPLIES FUND # 100	\$1,433.95
CUP DEPOSITS FUND # 200	\$50.00
COPS-LLESA FUND # 511	\$38.01
STREET MAINTENANCE FUND # 515	\$16,972.50
MEASURE I 2010-2040 FUND # 524	\$24,678.86
CMAQ FUND # 542	\$2,330.00
TOWN HOUSING FUND # 632	\$616.88
CAPITAL PROJECTS FUND # 800	\$4,610.35
GRAND TOTAL	<u><u>\$444,721.08</u></u>

Prepared by Shirlene Doten, Accounting Technician III

Reviewed by Sharon Cisneros, Finance Manager



Town of Yucca Valley

Warrant Register

February 5, 2015

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	46123	Ace Alternators	Fleet Vehicle Maintenance	\$ 160.01
	46125	Animal Health & Sanitary Supply	Shelter Supplies	151.00
	46126	Animal Action League	Spay/Neuter Voucher Program	775.00
	46127	Arrowhead Mountain Water	Office Supplies	195.31
	46128	AT & T Mobility	Cell Phone Service	379.89
	46129	Boys & Girls Club	Facility Rental Agreement	16,000.00
	46130	Isaiah P. Bates	Sports Referee	99.00
	46131	Big 5 Corp.	Recreation Supplies	73.38
	46133	Jeff Brady	Sports Referee	60.00
	46135	BSN Sports	Parks Supplies	116.86
	46136	Builders Supply-Yucca Valley	Facilities Maintenance	180.18
	46137	C & S Electric	Facilities Maintenance	159.28
	46138	Carrot Top Industries	Flags	2,454.50
	46139	Charles Abbott & Assoc, Inc.	Building Permit Services	10,268.77
	46140	Chevron & Texaco Card Services	Vehicle Fuel	389.41
	46142	Data Ticket	Citation Processing Service	350.00
	46143	Desert Pacific Exterminators, LLC	Pest Control Services	524.00
	46144	Desert Arc	Park Maintenance Service	4,217.83
	46145	Desert Fire Extinguisher	Annual Fire Extinguisher Svs.	1,266.02
	46146	Paul M. Desilets	Sports Referee	48.00
	46147	Diamond Automotive	Vehicle Repair	450.00
	46148	Ed Escalante	Sports Referee	135.00
	46149	Farmer Bros. Co.	Office Supplies	173.51
	46152	Graphic Penguin	WebSite Maintenance	460.00
	46154	Totalfunds by Hasler	Postage	466.12
	46155	Hi-Desert Water	Water Service	1,508.25
	46156	Hi-Desert Publishing	Public Notice Advertising	335.00
	46157	Hill's Towing	Vehicle Service	57.50
	46158	Intervet, Inc.	Animal Vaccines & Microchips	6,122.52
	46160	Heather Kaczmarczk	Contract Instructor	770.00
	46161	KCDZ-FM	Advertising	307.00
	46162	Knorr Systems, Inc.	YVHS Pool Maintenance	395.39
	46165	Bill McClay	Sports Referee	201.00
	46166	Connor McClay	Sports Referee	105.00
	46167	Morongo Unified School District	Fleet Fuel	5,650.92
	46168	Michael Myers	Sports Referee	30.00
	46169	Oasis Office Supply, Inc.	Office Supplies	171.01
	46170	The Oregon Museum Science/Industry	Exhibit Rental & Shipping	1,500.00
	46171	Pacific Telemanagement Svs.	Public Phone Service	82.64
	46172	PARSAC	Worker's Compensation Expense	1,198.15
	46174	Pool & Spa Center	YVHS Pool Expense	89.42
	46175	Precision Garage Doors	Animal Shelter Maintenance	125.00

Town of Yucca Valley

Warrant Register

February 5, 2015

Fund	Check #	Vendor	Description	Amount
	46176	Pro Security	Alarm Monitoring Service	65.00
	46178	Quick Scores	Recreation Program Supplies	204.00
	46179	Rocky Ramirez	Recreation Program Expense	1,250.00
	46180	Celeste Reyes	Sports Referee	192.00
	46181	Jessica Rice	Mileage Expense	105.80
	46182	Sidney Richardson	Sports Referee	120.00
	46184	Noah Rodriguez	Sports Referee	114.00
	46185	Ron's Automotive	Vehicle Maintenance	1,013.49
	46187	SBCO Sheriff's Dept	02/15 Professional Services	308,539.00
	46188	SCE	Electric Service	4,169.23
	46189	Simplot Partners, Inc.	Park Maintenance Supplies	410.40
	46190	So. Cal. Gas Co.	Natural Gas Service	3,545.37
	46191	Star2Star Communications, LLC	Animal Shelter Phone Svs.	394.45
	46192	MarilynTarbutton	Professional Services	155.00
	46193	That Shirt Place	Employee Uniform Expense	150.00
	46194	Time Warner Cable	Internet/Cable	467.78
	46196	Trophy Express	Engraving Service	497.39
	46197	Unisource Worldwide, Inc.	Facilities Maintenance Supplies	1,673.38
	46198	Vagabond Welding Supply	YVHS Pool Expense	68.04
	46199	VCA Yucca Valley Animal Hospital	Veterinary Services	138.60
	46200	Verizon	Phone Service	3,823.52
	46201	Verizon	Long Distance Phone Svs.	10.53
	46203	Valley Independent	Printing Expense	256.99
	46204	US Bank Voyager Fleet Systems	Natural Gas Vehicle Fuel	94.85
	46205	Walmart Community	Program Supplies	1,573.88
	46206	Yellowmart	Safety Equipment	188.99
	46207	Yucca Valley Quick Lube, LLC	Fleet Oil Change Service	183.33
	46208	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance Supplies	303.36
	EFT	First Bankcard	Supplies/Meetings Expense	6,080.25
Total 001 GENERAL FUND				393,990.53
100 INTERNAL SERVICE FUND				
	46150	GE Capital Corporation	Animal Shelter Copier Lease	\$ 687.13
	46163	Mail Finance	Postage Meter Lease	543.33
	46203	Valley Independent	Window Envelopes	203.49
Total 100 INTERNAL SERVICE FUND				\$ 1,433.95
200 DEPOSITS FUND				
	46186	SBCO-Clerk/Board of Supervisors	Notice of Determination Filing	\$ 50.00
Total 200 DEPOSITS FUND				\$ 50.00

Town of Yucca Valley

Warrant Register

February 5, 2015

Fund	Check #	Vendor	Description	Amount
511 COPS-LLESA FUND				
	46202	Verizon Wireless	Sheriff's Office Phone Svs.	\$ 38.01
Total 511	COPS-LLESA FUND			\$ 38.01
515 GAS TAX FUND				
	46123	Ace Alternators	Streets Equipment Maintenance	\$ 518.29
	46132	Bill's Tranny & Auto Repair	Vehicle Transmission Repair	1,565.32
	46134	Brian's Lockshop	Vehicle Keys	24.30
	46141	Crafco, Inc.	Asphalt Supplies	2,773.44
	46147	Diamond Automotive	Vehicle Repair	500.40
	46151	Gold Star Asphalt Products	Vehicle Tack Rig Repair	2,127.60
	46159	Johnson Machinery Co.	Vehicle Repair	53.73
	46177	Quality Street Services, Inc.	Street Sweeping Service	7,734.00
	46183	Right of Way, Inc.	Traffic Control Services	1,105.00
	46188	SCE	Electric Service	86.45
	46195	Traffic Management, Inc.	Street Signs	369.90
	46207	Yucca Valley Quick Lube, LLC	Vehicle Maintenance	104.90
	46208	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	9.17
Total 515	GAS TAX FUND			\$ 16,972.50
524 MEASURE I - 2010-2040 FUND				
	46173	Pavement Coatings Co., Inc.	FY14/15 Slurry Seal Project	\$ 24,635.04
	46188	SCE	Electric Service	43.82
Total 524	MEASURE I - 2010-2040 FUND			\$ 24,678.86
542 CMAQ FUND				
	46124	Albert Grover & Assoc.	Hwy Synchronization Project	\$ 2,330.00
Total 542	CMAQ FUND			\$ 2,330.00
632 TOWN HOUSING FUND				
	46164	Morongo Basin Unity Home	2014 Possessory Taxes	\$ 616.88
Total 632	TOWN HOUSING FUND			\$ 616.88
800 CAPITAL PROJECTS RESERVE FUND				
	46153	Hardesty Custom Floors	Window & Carpet Project	\$ 4,207.15
	46156	Hi-Desert Publishing	Legal Advertising	403.20
Total 800	CAPITAL PROJECTS RESERVE FUND			\$ 4,610.35
***	Report Total			\$444,721.08

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Shane Stueckle, Deputy Town Manager
Date: February 11, 2015
For **Council** February 17, 2015
Meeting:

Subject: Brehm Youth Sports Park – Acquisition Agreement
Resolution

Prior Council Review: The Town Council and the Basin Wide Foundation have discussed an acquisition/donation of a Youth Sports Park facility in various forms over the past eight years. The Town Council previously reviewed the Brehm Park transition/acquisition in April 2013 and with the adoption of the FY 2014-16 Budget. The Council appointed the Ad Hoc Committee of Council Member Lombardo and Council Member Abel to meet with Basin Wide Foundation representatives to discuss facility transition provisions.





At the meeting of May 6, 2014, the Town Council directed staff to proceed with the acquisition process.

Recommendation: It is recommended that the Town Council:

1. Approves the acquisition agreement in the base amount of \$410,000.00 subject to non-substantive changes, authorizing the Town Attorney, Mayor and Town Manager to sign the Agreement and all necessary documents to open and close escrow and to acquire the property.
2. Accept the donation of all improvements made upon the property from the Basin Wide Foundation.
3. Adopt the resolution with determinations made in accordance with Health and Safety Code Section 33445.

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)

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

Discussion & Background:

The Town's General Plan Open Space and Conservation Element outlines the framework that addresses the development of the community with the long-term conservation and management of open space lands in and around the Town for the protection of natural, scenic and recreational resources.

Additionally, within this element, the General Plan relies on the Parks and Recreation Master Plan to provide a road map for planning current and future community park facilities.

Parks and Recreation Master Plan Finding and Recommendations

In 2008, the Town Council, at the recommendation of the Parks and Recreation Commission, adopted the comprehensive Parks & Recreation Master Plan Update. This update was based on the vision that recreation facilities, programs, and open space are important resources within the Town that enhance community health, enrich the lives of residents, and contribute to unique community identity and quality of life Town wide. Further, the Master Plan was developed as an implementation tool of the General Plan, providing strategies for addressing the General Plan's goals and policies based on analysis and community input.

In the Needs Assessment of the Master Plan, the following summary was identified:

"Through the surveys and interviews obtained from the community, it is apparent that people expect the Community Services Department to provide essential recreation opportunities.

There was a strong demand for additional park space, open space, trails and recreation facilities for soccer, baseball, softball/baseball, children's play areas, picnic facilities, aquatics, and public meeting room space. It was a unanimous consensus that additional land and facilities are needed in Yucca Valley for sports fields and community center expansion."

To address these needs in a systematic and efficient manner, the Master Plan identified a series of Recommendations and Implementation Strategies. These recommendations addressed the recreation facility and program needs identified in the Needs Analysis, and were the result of the assessment of existing inventory and demand, as well as the community outreach process (Attachment A).

Section 9.2.6 specifies the Implementation Strategy for the Brehm Park Master Plan. Within that strategy, the following recommendations are identified:

- Town to acquire northeast corner of Palm Avenue and Little League Drive
- Town to expand Brehm Park and develop new fields and gyms
- Town to develop Tot Lot and other family amenities
- Town to construct a new Boys and Girls Club building

The study also provided an estimate of the approximate costs to undertake such a project. While the study identified three phases of the project, the Sports Fields component included the development of two full sized and youth sized lighted soccer fields, as well as the required parking. Estimated costs for this component were summarized as follows:

Table 1

Land Costs with Infrastructure Improvements	\$1.8 m
Construction Costs	\$3.2 m
Design, Engineering and Contingency	<u>\$1.5 m</u>
Total Estimated Costs	\$6.5 m

Basin Wide Foundation Efforts

Over the past eight years, the Basin Wide Foundation has worked toward a vision of the acquisition and development of a recreational facility that would provide a number of amenities to the community at large to support the Foundation's purpose which is simply stated as follows:

The Basin Wide Foundation was founded in 1996 as the Yucca Valley Foundation. Its purpose is to partner with other organizations throughout the Morongo Basin in developing programs intended to enhance the quality of life for the residents of its many communities and for the Morongo Basin as a whole.

During this time, the Basin Wide Foundation has completed the acquisition and development of the Brehm Youth Sports Complex, which is located at the Palm Avenue and Little League Drive site identified in the Town's Parks Master Plan. This complex consists of the following amenities:

Brehm Youth Sports Complex Amenities

- *Three Multi-use lighted sports fields (two fully-developed natural turf fields)*
- *Multiple picnic areas*
- *Miracle League field and fencing*
- *Roller-derby flat track*
- *Multi-purpose meeting room and offices*
- *Parking improvements plus elevated stage parking area*
- *Shaded Playground with multi-age play structures*
- *Sidewalks, fencing and landscaping detail*
- *Maintenance building*

At this time, the development of the complex is nearly complete with the final amenities recently completed or currently under final construction. A conceptual drawing of the facility is included as Attachment B.

Proposed Transaction

The Basin Wide Foundation approached the Town with an offer to transition the entire completed park complex to the Town should the Town commit to maintaining the park for its original purpose. Town staff has reviewed the facility and related amenities for consistency with the Town's Parks and Recreation Master Plan, and the proposed facility is clearly aligned with what was envisioned for needed recreational facilities as part of the approved Master Plan. Additionally, the proposed transaction gifts all improvements to the land, and as such provides an opportunity for the Town of Yucca Valley to acquire a developed park at a fraction of the cost of constructing such an asset. If approved, the transaction will add approximately 12 acres of fully developed park land into the Town's maintained park inventory (Attachment C).

Based upon past Town Council direction, and specific Town Council direction at the meeting of April 30, 2013 (Attachment D), the attached Draft Acquisition Agreement has been prepared for acquisition of the park land, and acceptance of the donation of all associated improvements. Over the course of the past months, Town and Basin Wide Foundation staffs have met to review and discuss the proposal. Additionally, the Town's Brehm Park Ad Hoc Committee has reviewed and provided input and suggestions regarding the proposal in an effort to simplify and streamline the overall transaction.

The attached draft acquisition agreement (Attachment E) is structured to utilize an escrow account to administer the transaction. The Town and Basin Wide Foundation have proposed the following transaction:

- Town to own the Brehm Park Recreational facility upon close of escrow.
- Town to acquire land with all finished improvements gifted to the Town.
- Town to no longer provide partnership funding to the Basin Wide Foundation.
- Basin Wide Foundation to complete all planned and initiated improvements prior to close of escrow, and within 180 days.
- Acquisition price of \$410,000.00; reflecting the value of the unimproved land at a discounted rate of approximately 30% from actual cost, with all park improvements being gifted to the Town by the Foundation in their entirety.
- Transition in operational control from Basin Wide Foundation to the Town at the close of escrow.
- Town to provide all closing costs in addition to water utility reimbursement of up to \$10,000 for related expenses incurred from July 1, 2014 as budgeted in the FY 2014-16 Adopted Budget.

- Escrow to close no later than 180 days

On-going Annual Maintenance Costs

Annual operating costs for the Park are anticipated to range from \$75,000 - \$120,000 per year depending on scheduled use and environmental factors. Such factors include user schedules, field demand, utility consumption and rates and maintenance protocols. Offsetting revenue will be generated from user fees from athletic teams, room rentals and special events. Maintenance costs of the facility have been included in both the Town's Adopted FY 2014-16 Budget as well as long-term funding models.

Alternatives: Staff recommends no alternative action, as the offered facility and gifted improvements are consistent with the Town's General Plan, Parks & Recreation Master Plan, and provides a needed asset to the Town at significant savings.

Fiscal impact: Using a fair market value estimate of land and improvements of \$4.5 million, the Town would expend \$430,000.00 to increase Government Wide Net Assets by \$4.5 million, equating to a net gain in assets of \$4.07 million. As identified in Table 1 above, estimated costs for the Town of Yucca Valley to provide such a facility totals \$6.5 million. Under this proposed transaction, the Town would acquire the park land for a total cost of approximately \$430,000.00, and accept the donation of all improvements in a value estimated to range from \$4.0 - \$5.0 million.

Capital costs for the acquisition were incorporated in the Successor Agency's planned bond expenditures as reflected in the FY 2014-15B Recognized Obligation Payment Schedule as approved by the Oversight Board and the California Department of Finance. The necessary determinations as required by Health and Safety Code section 33445 are incorporated in the proposed resolution included as Attachment F.

Annual operating costs for the Park are incorporated in the FY 2014-16 Budgets, and are anticipated to range from \$75,000 - \$120,000 depending on scheduled use and environmental factors. Offsetting revenue will be generated from user fees. Maintenance costs of the facility have been included in the Town's Adopted FY 2014-16 Budget and long-term financial planning models.

Attachments:

- A – 2008 Parks and Recreation Master Plan excerpts
- B – Design Layout
- C – Maintained Parks & Open Space Inventory
- D – April 30, 2013 Town Council Minutes
- E – Draft Acquisition Agreement
- F – Resolution

Town of Yucca Valley

2008 Parks & Recreation Master Plan Excerpts &
PRCC & Town Council Meeting Minutes

**TOWN OF YUCCA VALLEY
PARKS, RECREATION & CULTURAL COMMISSION
MINUTES**

TUESDAY, SEPTEMBER 9, 2008

CALL TO ORDER by Vice Chair Alberg at 7:00 pm

PLEDGE OF ALLEGIANCE led by Commissioner Abel

ROLL CALL Commissioners present: Commissioner Silver, Commissioner Abel, Commissioner Hartl, Commissioner Sturges, Chair Alberg.

APPROVAL OF AGENDA

Action Motion: **Move to approve the agenda of the September 9, 2008 Parks, Recreation & Cultural Commission meeting. Change the arrangement of the items, move item # 9 to # 6**

Move: Silver 2nd Hartl Vote: 5-0-0-0

PUBLIC COMMENTS

None

CONSENT AGENDA

**2. MINUTES OF PARKS, RECREATION & CULTURAL COMMISSION MEETING
August 12, 2008**

Recommendation: **Approve minutes as presented.**

3. RECREATION REPORT

Recommendation: **Move to receive and file the Recreation report for August 2008**

4. MUSEUM REPORT

Recommendation: **Move to receive and file the Museum report for August 2008**

All items listed on the consent calendar are considered to be routine or non-controversial matters. 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 Parks, Recreation and Cultural Commission or Town Staff requests discussion on specific consent calendar items at the beginning of the meeting.

Action Motion: **Move to adopt Consent Agenda items 2-4.**

Move: Abel 2nd Hartl Vote: 5-0-0-0

15. Appendix A: Change “Commercial groups / non-residents” to read “Non-resident, commercial group, or activity where fees are charged”.
16. Appendix A: Increase Community Center Courtyard fee to \$45 per hour.
17. Appendix A: Add a “Kitchen Only” charge of \$30 per hour with a \$100 deposit
18. Appendix B: Increase Table and Chair deposits to \$100 per 5 tables and \$100 per 25 chairs.
19. Appendix B: Delete Overhead projector and Slide projector from the equipment list.

Action Motion: **Move to approve the proposed amendments to the Facility Use Policy.**

Move: Silver

2nd: Abel

Vote: 5-0-0-0

12. Parks Master Plan Update – Recommendation For Adoption

Director Schooler passed out the letter from Moore, Iacofano and Goltsman, Ins. (MIG) stating that the recommended changes have been incorporated into the proposed Parks Master Plan. A recommendation will go before Town Council on October 9th for approval of the plan.

Action Motion: **Move to recommend approval of the Parks Master Plan update.**

Move: Silver

2nd Sturges

Vote: 5-0-0-0

13. Morongo Basin Orchid Festival Waiver of Fees Request

Director Schooler reported on a request from Morongo Basin Orchid Festival. The organizers of the festival have requested the use of the Town’s Mobile Stage Unit (MSU) for their annual event. The Sunset Rotary Club, along with Gubler Orchids, has requested a waiver of fees related to their use of the MSU for a two day event held on October 4th and 5th on the grounds of Gubler Orchids in Landers.

Mary Towne, a representative from the Sunset Rotary spoke on behalf of the event. She agreed that they would be responsible to arrange a towing company to transport the unit.

Action Motion: **Move to waive the rental fees for the Morongo Basin Orchid Festival’s use of the Town’s Mobile Stage Unit but adhere to the insurance requirements.**

Move: Abel

2nd Sturges

Vote: 5-0-0-0

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
October 9, 2008**

Mayor Leone called the meeting of the Town of Yucca Valley Council to order at 6:05 p.m.

Council Members Present: Herbel, Luckino, Mayes, Neeb and Mayor Leone.

Staff Present: Town Manager Takata, Town Attorney Silvergleid, Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Community Services Director Schooler, Public Works Director da Rosa, Capt. Miller, and Town Clerk Anderson

PLEDGE OF ALLEGIANCE

Led by Mayor Leone

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

Assemblyman Cook gave an update on the State budget and activities in Sacramento. Town Manager Takata thanked Assemblyman Cook for fighting on behalf of local government.

1. Employee of the Quarter

Presented to Joyce Martini.

2. City Clerks Association of California presentation to Town Clerk Anderson.

Pat Hammers, City Clerk Cathedral City, presented a certificate of recognition from the City Clerks Association of California to Town Clerk Anderson for obtaining the designation of Master Municipal Clerk.

AGENCY REPORTS

Fire Department

3. Monthly Report for October 2008 and presentation by Mayor Leone of Proclamation proclaiming October 5-11 as Fire Prevention Week.

Mayor Leone read and presented the proclamation proclaiming the week of October 5-11 as Fire Prevention Week.

Battalion Chief Snow gave the monthly statistical report for October 2008 and encouraged citizens to go through their homes and change the batteries in their smoke detectors when they change the clocks. Advised of various events that will be coming up this month.

Council Member Luckino commented the real issue is commercial development, noting if they are required to construct facilities at higher costs, no one will develop and will look for someplace else.

Council Member Neeb questioned if funding from assessment districts would go into a fund for future flood control projects. Deputy Town Manager Stueckle stated if the Council takes the assessment district approach based upon drainage areas the funds can only be used inside that tributary area. Assessment districts assess certain fees for all properties located within that zone to finance construction of regional drainage fees for flood control for that area. He noted that development impact fees are not sufficient to construct a facility.

Council Member Mayes commented that existing residents, along with new development, need to be paying their fair share to build facilities.

Mayor Leone agreed that an assessment district at this time would not pass a vote, and noted that he would tend to go with the new development encumbering the cost for the drainage issue.

Council Member Neeb stated he feels that the development impact fee is the easiest method because the study has already been done. He noted there is potential for commercial development coming in and he has a problem with letting them develop without getting some funding. He noted he is not against bringing the issue back for another study session.

Upon further discussion, Council Member Neeb moved to table the issue until the January 8, 2009 Town Council Meeting. Council Member Mayes seconded. Motion carried 5-0 on a voice vote.

17. Adoption of Park Master Plan Update

Representatives from Moore, Iacofano, and Goltsman, Inc., Consultant, gave a Power Point presentation outlining the various chapters of the plan.

Council Member Mayes questioned if this is a good plan. Community Services Director Schooler stated that he believes it is, noting it has not been a quick and easy process, and has been pretty thorough. The Parks, Recreation and Cultural Commission has had several reviews of the plan which takes into account a lot of things that are going on in the community and it is flexible.

Council Member Mayes moved to adopt the Parks Master Plan update. Council Member Neeb seconded. Motion carried 5-0 on a voice vote.



Town of
Yucca Valley

Parks & Recreation Master Plan Update

Adopted October 2008



Community Services Department
57090 Twentynine Palms Hwy, Yucca Valley, CA 92284
www.yucca-valley.org

FILE

ACKNOWLEDGMENTS

YUCCA VALLEY TOWN COUNCIL

Robert Leone Mayor
Frank Luckino Mayor pro tem
Chad Mayes Council Member
Lori Herbel Council Member
Bill Neeb Council Member

Andy Takata, Town Manager

YUCCA VALLEY COMMUNITY SERVICES STAFF

Jim Schooler, Director of Community Services
Lesley Copeland, Administrative Assistant III
Maureen Randall, Administrative Assistant II
Frank Sheckler, Recreation Supervisor
Lynne Richardson, Museum Supervisor

PARKS AND RECREATION COMMISSION – 2007

Mike Alberg, Chair
Merl Abel, Vice Chair
Laurine Silver, Commissioner
Terry Hartl, Commissioner
Margo Sturges, Commissioner

PREPARED BY:



Moore Iacofano Goltsman Inc.
801 North Harbor Blvd.
Fullerton, California 92832
(714) 871-3638
www.migcom.com

Jim Pickel
Maxine Surks
Ron Hagan
Pam Wooldridge

EXECUTIVE SUMMARY

INTRODUCTION

The Parks and Recreation Master Plan (Master Plan) is based on the vision that recreation facilities, programs, and open space are important resources within the Town of Yucca Valley, enhancing community health, enriching the lives of residents, and contributing to a unique community identity and quality of life.

The Master Plan is an implementation tool of the General Plan, providing strategies for addressing the General Plan's goals and policies based on current analysis and community input.

What recreational facilities and programs does Yucca Valley have? Who uses Yucca Valley's facilities and programs? What role do parks, facilities, open space, and recreation programs have in the lives of residents? What type of facilities and programs does the Town need? Where will these facilities and programs be located and how will they be funded?

These are the key questions discussed and answered by this Master Plan. To some, parks are active sports fields; others have images of passive open spaces with walking trails and view points; still others may envision parks as places for community gatherings and events. In actuality parks and recreation facilities are used for all of these purposes.

Several professional organizations such as the California Park and Recreation Society and the National Recreation and Parks Association describe the many important ways recreation facilities and programming can help in creating healthy lifestyles and livable communities. Some of these ways are:

- ◆ Strengthen community identity and sense of place.
- ◆ Protect important places (environmentally, historically, aesthetically, and culturally).
- ◆ Encourage human contact and education.
- ◆ Support economic development.

- ♦ Preserve cultural unity.
- ♦ Encourage fitness and health.
- ♦ Provide social meeting places.
- ♦ Support families.

Through a comprehensive inventory of the recreation resources available in Yucca Valley, and an understanding of resident demand, the Master Plan provides a blueprint for how to meet the recreation needs of the community and to enhance quality of life for all Yucca Valley residents and visitors.

PURPOSE OF THE MASTER PLAN

The purpose of the Master Plan is to provide a realistic guide for the creative, orderly development and management of recreation facilities and programs for Yucca Valley. This Master Plan builds on previous planning efforts including coordinating with concurrent Master Plan projects (*Public Facilities Master Plan* and *Old Town Specific Plan*) while obtaining new community input that has resulted in an up to date understanding of current and future recreation and park needs and opportunities specific to Yucca Valley.

The Master Plan provides data and analysis that lead to recommendations that establish how Yucca Valley should maintain and develop recreation facilities and programs throughout the Town now and into the future. The Master Plan covers an appropriate time period from 2008 through 2020 and is intended to be a flexible document, presenting findings and recommendations that will be evaluated, validated, and/or modified periodically as the Town responds to unforeseen issues and opportunities as well as changes in residents' needs and demands.

It is anticipated that Master Plan recommendations will be considered on an annual basis in the context of other Town projects and, as appropriate, Park and Recreation projects will begin the process of implementation as permitted by the Town's budget and the success of other funding initiatives.

6.10 Key Findings

The Town of Yucca Valley has not built any new community recreation facilities for over 30 years, although it has purchased park property and has had park property acquired through land dedication by developers. It also is considering future land dedications and donations for future parks and facilities.

Park acreage standards are generally established through an acreage requirement per 1,000 residents. The Subdivision Map Act and the Quimby Act (Section 66477 of the Govt. Code) relating to parkland dedication allows a city or town to adopt a local ordinance establishing a citywide park standard and the requirement of parkland dedication or fair market value in-lieu fees when there is residential development.

Several years ago the National Recreation and Parks Association established guidelines for park facilities for both urban and rural communities. They also defined a number of issues that affect the demand for park facilities, including: environmental trends, social trends, economic trends, demographic trends, technology trends, and trends in urban development. The Project Team has identified a number of these issues that affect the demand for facilities in Yucca Valley:

- ♦ Disappearing resources such as open space and natural habitats
- ♦ Cost of available land within the Town limits to acquire for parkland
- ♦ Environmental regulations regarding water quality, runoff, and hazardous waste
- ♦ Reduction in number of vehicle trips mandated by states and communities
- ♦ Poverty – homelessness and unemployment

- ♦ Crime and violence in homes and school, drugs, vandalism, and social tension
- ♦ Increased number of children at risk
- ♦ Increased desire for citizen participation and involvement
- ♦ Social service networking – organizing community organizations and resources to attack social problems
- ♦ Increasing concern for personal and family safety
- ♦ Increased public cost for maintenance and upgrading aging infrastructure
- ♦ Increased labor and energy costs
- ♦ Aging of the community
- ♦ Fewer “traditional” family households, i.e.: single-parent families, families sharing living units, extended families living together, etc.
- ♦ Increasing cultural diversity
- ♦ Increased residential density
- ♦ Increased contact with computers in the home or the workplace
- ♦ Revitalization and retrofitting both residential and commercial development
- ♦ Political pressure for parks, open space and recreation facilities

Through the surveys and interviews obtained from the community, it is apparent that people expect the Community Services Department to provide essential recreation opportunities.

There was a strong demand for additional park space, open space, trails and recreation facilities for soccer, basketball, softball/baseball, children’s play areas, picnic facilities, aquatics, and public meeting room space. It was a unanimous consensus that additional land and facilities are needed in Yucca Valley for sports fields and community center expansion.

These preferences reflect an increased demand and appreciation for parks, open space, and facilities and the

community’s desire to have them easily accessible. There was a strong consensus that the Town needs to work with the school district and non-profit organizations to “partner” in meeting facility demands.

Based on the interviews and surveys obtained through the input process, the project team has developed a list of facilities most requested by the community and that reflect the trends in park and recreation facility development. Table 6.9 below shows these facilities and compares the current number of facilities in the Town of Yucca Valley Community Services Department Service Area with facility guidelines developed by the project team based on the number of each facility that is recommended in Table 4.3 for Community Parks and Table 4.4 for Neighborhood Parks. The Town’s desired standard for Community Parks is one Community Park each 4-mile radius and one Neighborhood Park each 1-mile radius. The total number of square miles within the Yucca Valley Town limits is 40. Consequently, there are eight (8) 4-mile radius areas within the Yucca Valley Community Services Departments service area. Thus, the desired number of facilities in the total service area would be as follows:

Table 6.9 - Type of Facility	Desired Number
Walking/Jogging Paths (One each area)	8
Child Play Area/Tot Lots (One each area)	8
Dog Parks (One for each 4 areas)	2
Family Picnic Facilities (One each area)	8
Group Picnic Facilities (One for each 4 areas)	2
Community Center/Gym (One for each 4 areas)	2
Informal Open Turf Areas (One each area)	8
Soccer Fields (One for each area)	8
Softball Fields (One for each 2 areas)	4
Baseball Fields (One for each 2 areas)	4
Aquatics Complex (One for each 8 areas)	1
Splash Parks (One for each 2 areas)	4
Basketball Courts (One each area)	8
Tennis Courts (One each area)	8
Cultural Center/Museum (One for each 8 areas)	1

TABLE 6.10 – Difference Between Currently Available Community and Neighborhood Park Facilities and the Desired Number of Facilities per Guidelines from Tables 4.3 & 4.4.

Facility Type	Facilities Currently Available in Yucca Valley Service Area	Desired Number of Facilities for Yucca Valley Service Area	Difference
Walking/Jogging Path	1	8	-7
Child Area/Tot Lots	6	8	-2
Dog Parks	0	2	-2
Family Picnic	2	8	-6
Group Picnic	3	2	+1
Community Center/Gymnasium	0	2	-2
Informal Turf Areas	1	8	-7
Soccer Fields	2	8	-6
Softball Fields	6	4	+2
Baseball Fields	3	4	-1
Aquatics Complex	0	1	-1
Basketball Courts	12	8	+4
Tennis Courts	2	8	-6
Cultural Center/ Museum	1	1	0

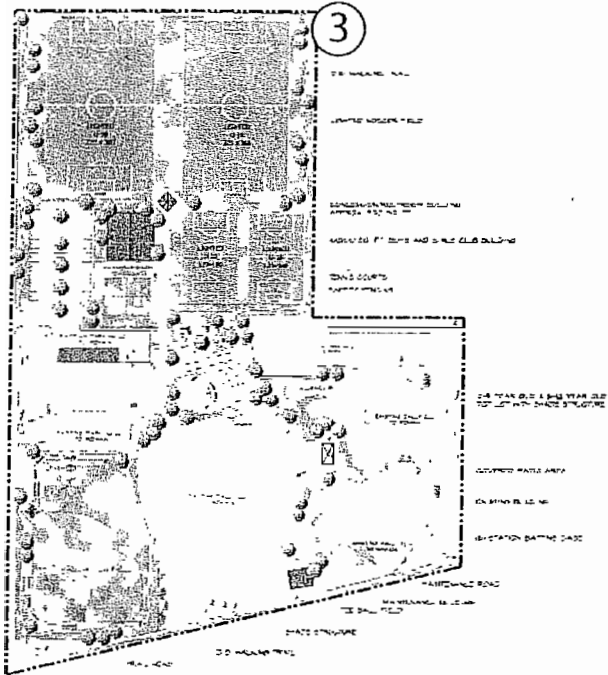
Note: The "Currently Available" column only includes facilities that the Town has access to for programming and community use. If a facility exist in the Town, but the Community Services Department does not have access to use it for either scheduling reasons or cost reasons, the facility was deemed unavailable and not included in this analysis.

6.10.1 Summary of Table 6.10

Table 6.10 is an indication of what facilities the Town of Yucca Valley should include when developing future Neighborhood and Community Parks. By addressing the deficits shown in Table 6.10 when the Town designs and builds future parks the Town will begin to provide the facilities most requested and desired by the community.

9.2.6: New Boys & Girls Club within Brehm Park Master Plan

The vision for this recommendation is for the Town to acquire the northeast corner of Palm Ave and Little League Drive in order to expand Brehm Park and develop a new Boys & Girls Club facility with new soccer fields. The Town could work with the Boys & Girls Club to replace their existing building with a new facility adjacent to the soccer fields containing a gym, computer room, game room, meeting rooms, reading room/study area and administrative offices. As part of this development there would be expanded turf areas to accommodate multi-use fields for practice and play.



In the area where the existing Boys & Girls Club is located the Town could use the gymnasium and pursue development of a neighborhood park that would incorporate the existing Little League baseball fields and soccer field and would add picnic facilities and a Tot Lot for the west end community. A commercial batting cage operation could also be included along with a food concession to generate revenue to off-set development and operational costs.

9.2.6a: Implementation Strategies

The Town would have to acquire the 10 acre site on the northeast corner of Little League Dr. and Palm Ave and then vacate Little

League Drive. The new Boys & Girls Club should be built on this site, thus allowing the Boys & Girls Club to continue in their existing building while the new building is under construction. When completed the area where the existing club is would be transformed into a neighborhood park area to buffer and support the little league fields and contain a children’s play area and possibly a batting cage operation. Shaded picnic shelters, a trail head to access the Yucca Creek Trail and a perimeter walkway around the entire site would provide several amenities the Town desires in this area. The Town could negotiate with the owners of the Little League and Soccer fields to take title to those properties so that proper annual field renovation can be performed by the Town and the youth organizations can continue to provide game day maintenance and use the fields in perpetuity.

9.2.6b: Estimated Costs

If the property on the northeast corner of Little League Dr. and Palm can be acquired then the Town should consider funding the development of both the Brehm Park Master Plan and Boys & Girls Club with either park fees or a Revenue Bond. There has been expressed interest from members in the community to help with the acquisition and

development of the Brehm Park Master Plan so that should be pursued also.

When the Boys & Girls Club building is completed then the Boys & Girls Club should deed over their existing building and site to the Town in exchange for a \$1 per year lease in perpetuity (as long as the Boys & Girls Club stays in existence) which would allow the Boys & Girls Club to have use of a new modern facility for the value of their existing property and the town to have a gymnasium and a site for a neighborhood park to complement the existing adjacent fields. The actual costs and funding needed to accomplish this project will have to be determined during the specific plan process if the Town decides to proceed with the project. The cost will be dependent on both the size and number of amenities designed into the sports fields and the new Boys & Girls Club facility.

The following is an estimated cost to implement this recommendation based on the site amenities listed above for the new fields, neighborhood park amenities and new Boys & Girls Club.

These estimated costs are presented to provide the Town with probable funding requirements if it decides to proceed with this project. Actual funding required can only be determined after a specific plan is developed for the proposed project. Naturally, if a community member donates or provides assistance to accomplish the Master Plan the required Town funding would be decreased.

The following cost estimates presented for the three components of the recommendation, sports fields, new Boys & Girls Club and new neighborhood park on the existing Boys & Girls Club site:

New Boys & Girls Club

To build a new Boys & Girls Club with the spaces and amenities described above will require the following estimated funding:

Land Cost with Infrastructure Improvements	2 Acres	\$225,000 per acre	\$450,000
Construction Costs	12,000 s.f.	\$400 per/s.f.	\$4,800,000
		<i>Subtotal</i>	<i>\$5,250,000</i>
Architectural & Engineering		10%	\$525,000
Project Contingency		20%	\$1,050,000
Total Estimated Funding Required			\$6,825,000

Sports Fields

To develop two full size and two youth size lighted soccer fields, vacate Little League Drive and provide the required parking for the sports fields the estimated required funding is as follows:

Land Cost with Infrastructure Improvements	8 Acres	\$225,000 per acre	\$1,800,000
Construction Costs	8 Acres	\$400,000 per acre	\$3,200,000
		<i>Subtotal</i>	<i>\$5,000,000</i>
Architectural & Engineering		10%	\$500,000
Project Contingency		20%	\$1,000,000
Total Estimated Funding Required			\$6,500,000

Brehm Park Recreational Facility Design Layout



Attachment C

Town of Yucca Valley Maintained Parks & Open Space Inventory

Park Name	Developed Acres	Developing Acres	Unimproved Open Space	Notes
Community Center Park	19.9	2.5	0	Lighted softball field Lighted soccer field 2 lighted basketball courts Lighted volleyball court Playground Picnic shelters Horseshoe pits
Jacobs Park	5.0	0	0	2 basketball half-courts 4 lighted tennis courts Tee-ball field (un-turfed) Playground Picnic shelter Community building
Macnris Park	4.0	8.0	0	Lighted softball field Basketball court Playground Community building
Paradise Park	5.0	0	0	Basketball half-court Tee-ball field (un-turfed) Playground Picnic shelter Community building
Sunnyslope Park	2.5	8.0	0	BMX Track
North Park	0	0	30.0	-
South Park	0	0	40.0	Developed Hiking Trail Playground Picnic shelter Turfed play area Dog Park
Essig Park	3.5	75.5	0	Xeriscape Garden
Remembrance Park	0.2	0	0	Xeriscape Garden
Youth Sports Park	3.5	0	0	Lighted softball field Lighted soccer field Restroom / SnackBar
Brehm Park	12.0	0	0	Lighted soccer fields Miracle Field Playground Picnic shelters Community building Snack bar/restrooms
Total	52.1	94.8	120.0	

Town of Yucca Valley

April 30, 2013 Town Council Minutes

roll call vote

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

13. Park Maintenance Transition Plan

Town Manager Nuaimi presented the staff report and visual presentation seeking policy direction on recommended strategies for providing long-term maintenance for current and future park facilities. Town currently maintains 36 improved acres of parks, 1.7 acres per 1,000 population. With the addition of Brehm Park and the Youth Sports Park into the public inventory, Town maintained parks would equal 52 acres, approximately 2.5 acres per 1,000 population. Maintenance cost drivers were discussed, including maintenance personnel, water, and utilities. A transition plan was presented explaining the intent for the Town to assume responsibility for Youth Sports Park maintenance and operations at the start of fiscal year, 2013-14. Basin Wide Foundation would complete Brehm Park and operate and maintain during a warrantee period of six months, and then dedicate it to the Town for long-term operations and maintenance as early as January 2014. Estimated maintenance costs for the first year is \$29,463 for Youth Sports Park, and 50% (6 months) of \$103,213 for Brehm Park. After the water purchase agreement expires, the estimated annual cost would increase to \$48,367 for Youth Sports Park and \$149,402 for Brehm Park.

Cindy Melland, Basin Wide Foundation spoke about the amenities included at Brehm Park, including two full-sized soccer/football fields, concession stand, meeting center, restrooms, Miracle Field designed for those with special needs, educational walking path, and picnic area. Melland thanked contractor, Brett Morrison and invited the public to visit the park. Basin Wide Foundation anticipates opening the park on Memorial Day weekend for the Grubstake Days community event.

Kristina McCune, Joshua Tree, spoke about roller derby and its recreational benefits and gave support of Brehm Park.

Ron Cohen, Yucca Valley, spoke in favor of supporting Brehm Park.

Richard Harwin, Yucca Valley, expressed concern of spending money.

Jitu Sadiki, Yucca Valley offered positive comments for the amenities of Brehm Park.

Kim Hoover, Yucca Valley Lobos Football, spoke in support of Brehm Park and continuing partnerships with the youth sports organizations

Brandi King, Joshua Tree, explained her involvement with the youth in the organization and the benefits of Brehm Park.

Margo Sturges, Yucca Valley posed concerns with the presented transition plan.

Fritz Koenig, Yucca Valley spoke regarding the inclusion of everyone at Brehm Park

Frank Luckino, Yucca Valley spoke in favor of supporting Brehm Park

Nico Luckino, Yucca Valley, spoke in favor of supporting Brehm Park and explained the multiple amenities for children to enjoy.

Council Member Rowe thanked those in attendance for coming out and staying late for this item, and explained the benefits recreational facilities bring to the community.

Council Member Huntington commented that the community is very blessed to have a benefactor presenting a park to its residents and spoke in favor of the staff recommendation.

Mayor Pro-tem Lombardo spoke in favor of moving forward with the transition plan and to continue to look for cost effective ways to maintain Town facilities.

Council Member Leone thanked the Brehm family for their generosity.

Mayor Abel agreed that Brehm Park is a wonderful project for the community and thanked the Brehm family and Basin Wide Foundation for their dedication. Mayor Abel asked staff to research the inclusion of a security system at the park to curtail vandalism.

Council Member Rowe moved to receive and provide policy direction on recommended strategies for providing long-term maintenance for current and future park facilities. Council Member Huntington seconded. Motion carried on a 5-0 roll call vote.

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

14. Partnership Requests Budget Allocation

Town Manager Nuaimi presented the staff report regarding policy direction on partnership requests.

The Town received requests totaling \$76,000 for partnerships, and agency contracts from the Yucca Valley Chamber of Commerce and DRTA. Nuaimi gave highlights of the requests received and the possibility outside funding for community events. The Boys

Attachment E

Town of Yucca Valley
Draft Acquisition Agreement

REAL PROPERTY ACQUISITION AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS REAL PROPERTY ACQUISITION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made this ___ day of February, 2015 ("**Agreement Date**") by and among the **TOWN OF YUCCA VALLEY**, a public body, corporate & politic ("**Town**"), **BASIN WIDE FOUNDATION—YOUTH SPORTS PARK COALITION**, a California non-profit public benefit corporation ("**Donor**") and **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, a California corporation ("**Escrow Holder**").

RECITALS:

- A. Donor is a non-profit corporation dedicated to the acquisition and development of park facilities for youth sports programs and recreation related activities, and the support of local community youth sports organizations.
- B. Donor is the owner of six (6) parcels of real property (APNs 0595-131-01, 0595-131-49, 0595-131-45, 0595-131-17, 0595-031-47 & 0595-131-11) located to the north east of the intersection of Sunland Drive and Palm Avenue in the Town of Yucca Valley and legally described on Exhibit A attached hereto ("**Property**") and depicted in Exhibit B.
- C. Donor has developed and operated the Property as a park for over a year. Donor has constructed a number of improvements ("**Existing Improvements**"). Donor is currently in the process of constructing certain improvements which are approximately ninety-five percent (95%) completed as of the date of this Agreement and include playground equipment installation, playground fall surface, playground shade sails, roller derby flat track, northwest parking lot fence line and gate, front entry walk and recognition sculpture, west side parking lot completion, and completion of the stage area ("**Additional Improvements**"). For purposes of this Agreement, the Existing Improvements and Additional Improvements are collectively referred to as the "**Improvements**."
- D. Donor desires to sell the Property to the Town and concurrently donate the Improvements to the Town in return for the Town's commitment to accept, maintain and operate the Property as a public park in accordance with the specifications set forth in Exhibit C in particular that it be utilized primarily as a sports field complex, and secondarily for general public park use. Town shall provide priority scheduling for recognized and organized sports and recreation organizations for use of the facility including the Morongo Basin Youth Soccer Association, The Miracle League, and the Rattle Skaters. Town shall coordinate use of the Property with these and other recognized and organized sports and recreation organizations in accordance with adopted Town facility use policies.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. **PURCHASE AND SALE OF PROPERTY.** Upon the terms and conditions set forth in this Agreement, Town hereby agrees to purchase from Donor, and Donor agrees to sell to Town the Property together with the Improvements.
2. **OPENING OF ESCROW.** Within three (3) business days of final execution of this Agreement, the parties shall open an escrow ("**Escrow**") with Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully

executed copy of this Agreement is delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder's execution of this Agreement ("**Opening of Escrow**").

3. **CONSIDERATION.** The consideration for the purchase of the Property is the agreement of the Town to accept, operate and maintain the Property, and provide purchase consideration in the amount of Four Hundred Ten Thousand Dollars (\$410,000). Such consideration shall be provided in two installments as follows: (a) The first installment shall be a deposit into Escrow in the amount of One Hundred Eighty Four Thousand Dollars (\$184,000) and shall be paid into Escrow at the Opening of Escrow; and (b) The second installment shall be a final payment in the amount of Two Hundred Twenty Six Thousand Dollars (\$226,000) to be paid into Escrow in accordance with Section 5.2. Town shall deposit all funds with Escrow Holder in "good funds" which is defined to mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash.

4. **DONOR'S COMPLETION OF ADDITIONAL IMPROVEMENTS.** Prior to Close of Escrow (as defined in Section 6.1), Donor shall, at its sole cost and expense, (i) complete the Additional Improvements in compliance with the approved plans and applicable laws and permits, and (ii) clean-up and remove any construction debris from the Property. Prior to the Close of Escrow, Town shall enter the Property to inspect both the Property and Improvements and provide written notice to Donor that the Town acknowledges that the Improvements have been completed in accordance with the requirements above and are acceptable to Town.

5. **FUNDS AND DOCUMENTS REQUIRED FROM TOWN AND DONOR.**

5.1. **Donor.** Donor agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, Donor will deposit with Escrow Holder all items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including, without limitation:

- a. Executed and recordable grant deed in the form acceptable to the parties ("**Grant Deed**") and such other documents as reasonably required by Title Company.
- b. A Non-Foreign Affidavit ("**Non-foreign Affidavit**").
- c. Any documents (including indemnities) and affidavits required by the Title Company for the issuance of the Title Policy to confirm, among other things, that all contractors, subcontractors, workers, materialmen and suppliers for the Improvements have been fully paid and that no third parties have any rights with respect to the Property including, but not limited to, tenants.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

5.2. **Town.** Town agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, Town will deposit with Escrow Holder all funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including, without limitation:

- a. A Preliminary Change of Ownership Statement completed in the manner required by San Bernardino County.
- b. Written acceptance of the Grant Deed as required by Govt Code §27281.
- c. Such funds and other items and instruments as may be necessary in order for Escrow

Holder to comply with this Agreement.

6. CLOSING DATE; TIME IS OF ESSENCE.

6.1. **Closing Date.** Unless otherwise extended in writing by the parties (with a copy delivered to Escrow Holder), Escrow shall close within thirty (30) days of the later to occur of: (i) Donor's completion of the inspection and acceptance of the Property by the Town as acknowledged in writing by the Town Manager as specified in Section 4, or (ii) the expiration of any mechanic lien period with no mechanic liens being filed against the Property and the Title Company is willing to issue the Title Policy ("**Closing Date**"). If Donor is willing to provide an indemnity to the Title Company against any potential mechanic liens resulting from the Additional Improvements and the Title Company is willing to issue the Title Policy, then Escrow shall close upon satisfaction of item (i) above. The terms "Close of Escrow" and/or "Closing" are used herein to mean the date that the Grant Deed is filed for recording by the Escrow Holder in the Official Records in accordance with the terms of this Agreement. In the event that Close of Escrow does not occur in the time specified due to default by Donor, Town may elect, in its sole discretion, to terminate this Agreement and Escrow by written notice to Donor (and a copy to Escrow Holder). It is anticipated that Escrow shall close within 180 days or sooner.

6.2. **Time is of Essence.** Town and Donor specifically understand that time is of the essence. Town and Donor specifically agree to strictly comply and perform their obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable.

6.3. **Extensions.** The Town Manager of the Town of Yucca Valley ("**Town Manager**") or his designee (who has been designated in writing by the Town Manager) shall, in his sole and exclusive discretion, on behalf of Town, have the authority to approve written requests for extending any deadline under this Agreement. All extension shall be in writing and signed by the Town Manager or his designee.

7. TITLE POLICY.

7.1. **Title Policy.** At Closing, Fidelity National Title Insurance Company ("**Title Company**") shall issue an ALTA (non-extended) owner's title insurance policy in the amount of the Five Hundred Eighty-nine Thousand Dollars (\$589,000)¹ showing title vested in Town subject only to (i) non-delinquent real property taxes, and (ii) exceptions acceptable to the Town as shown on a preliminary title report issued by the Title Company which shall not include any exception for (a) potential mechanic liens resulting from the Additional Improvements, or (b) any rights of possession of third parties ("**Preliminary Title Report**"). The Title Policy shall include any extended coverage or endorsements that Town has reasonably requested at Town's sole expense. If the Preliminary Title Report is amended for any reason prior to Closing, Town shall have the right to approve any new exceptions in its sole discretion.

7.2. **Possession.** Possession of the Property shall be delivered by Donor to Town no later than 5:00 p.m. on the Closing Date free of all tenancies and claims of ownership. Donor shall remove any personal property not included in this transfer and all debris from the Property prior to relinquishing the Property to Town.

¹This amount is the total paid by Donor for the acquisition of the Property and is the fair market value thereof.

8. TRANSFER DISCLOSURE STATEMENT; DUE DILIGENCE.

8.1. Transfer Disclosure Statement. Within three (3) days after the Opening of Escrow, Donor shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("TDS") applicable to APN 0595-131-49 (residential parcel) for Town's review and approval. If Town disapproves the completed TDS, Town shall notify Donor with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 8.2).

8.2. Due Diligence. For a period of twenty (20) days following the completion of the Additional Improvements ("**Due Diligence Period**"), Town shall have the right to review and inspect the Property. Donor grants to Town, its agents and employees, upon reasonable notice to Donor, a limited license to enter the Property for the purpose of conducting such due diligence as reasonably required by Town at Town's sole cost and expense. As a condition to Town's entry and inspection, Town shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed solely by Town as part of the due diligence. Town shall notify Donor in writing ("**Town's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Town's approval of the condition of the Property, including, but not limited to, the TDS.

9. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

9.1. Town's Obligations. The obligations of Town under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Town of each of the conditions precedent set forth below. If any such condition is not satisfied or waived by Town at or prior to the Close of Escrow for any reason other than a default by Town, Town may, in its sole discretion and without limiting any of Town's legal remedies or remedies under this Agreement, terminate this Agreement by written notice to Donor:

- a. Title Company will issue the Title Policy as required by Section 7.1.
- b. Donor has completed the Improvements in accordance with Section 4 and Improvements have been accepted by Town in accordance with Section 4.
- c. Town has approved all Due Diligence matters on or before the Due Diligence Date.
- d. Escrow Holder holds and will deliver to Town the instruments and funds, if any, accruing to Town pursuant to this Agreement.
- e. Donor is not in default under this Agreement.

9.2. Condition to Donor's Obligations. The obligations of Donor under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Donor of the following conditions precedent:

- a. Escrow Holder holds and will deliver to Donor the instruments and funds accruing to Donor pursuant to this Agreement.
- b. Town is not in default under this Agreement.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS. Donor, to the best of Donor's knowledge, makes the following representations, warranties and covenants to Town, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

- a. Donor has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.
- b. There are no pending or threatened lawsuits or claims which would affect the Property.
- c. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Donor has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.
- d. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Donor that shall survive the Close of Escrow, except those agreements entered into between the Donor and organized and recognized sports and recreation organizations which have been approved in writing by the Town Manager prior to Close of Escrow.
- e. Until the Closing, Donor shall not do anything which would impair Donor's title to any of the Property.
- f. Donor is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state Donor under California Revenue and Tax Code Section 18805 and that it will deliver to Town through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.
- g. Until the Closing, if Donor learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Donor shall immediately give written notice of such fact or condition to Town.
- h. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow, except completion of the Improvements, unless approved by the Town Manager in writing.
- i. The information provided in the TDS is true, correct and complete.

In addition to any other indemnification obligations set forth in this Agreement, Donor agrees to indemnify, defend with counsel selected by Town, protect and hold harmless Town, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to any breach by Donor of any of its agreement warranties or representations set forth in this Agreement. This provision together with Sections 10.3, & 12 shall survive Close of Escrow.

10. ESCROW PROVISIONS.

10.1. Escrow Instructions. Sections 1 through 6, inclusive; 7.1; 8 through 10, inclusive; & 13 shall constitute escrow instructions to Escrow Holder. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder,

but about which Escrow Holder need not be concerned. Town and Donor will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Town and Donor agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2. Miscellaneous. Escrow Holder shall deliver the Title Policy to the Town and instruct the San Bernardino County Recorder to mail the Grant Deed to Town at the address set forth below after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in San Bernardino County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions. Within three (3) days of Opening of Escrow, Escrow Holder shall provide the statement of information form to Donor who shall complete and return same to Escrow Holder within three (3) days of receipt.

10.3. Proration of Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Donor shall pay any delinquent real property taxes. Donor acknowledges that Town is a governmental agency not subject to payment of real property taxes. Accordingly, Donor shall be solely responsible for seeking a refund of any overpayment of taxes from the appropriate taxing agencies. Any supplemental tax bills received after Close of Escrow shall be paid by Donor to the extent they relate to a period prior to Close of Escrow and in the event that the supplemental tax bill covers a period commencing before and continuing after Close of Escrow, Donor will pay the tax and be solely responsible for seeking any refund from the appropriate taxing agency. The provisions of this Section shall survive Close of Escrow.

10.4. Costs; Documentary Transfer Taxes; Closing Statement.

- a. **Cost Allocation.** Town shall pay the costs for the Title Policy, any documentary transfer taxes, the entire Escrow fee, and other closing costs and fees ("**Donor's Charges**"). Town is exempt from recordation fees for the Grant Deed.
- b. **Water Utility.** Town shall reimburse Donor the lesser of the total water utility incurred for the period beginning July 1, 2014, or Ten Thousand Dollars (\$10,000.00), whichever is less.
- c. **Real Property Taxes.** Real property taxes will be prorated and allocated between the parties in accordance with Section 10.3.
- d. **Documentary Transfer Taxes.** Town is exempt from documentary transfer taxes. However, the documentary transfer tax amount shall not be shown on the Grant Deed and Escrow Holder shall cause a separate statement of such taxes to be submitted to the County Recorder concurrently with the Grant Deed as authorized pursuant to Section 11932 of the California Revenue and Taxation Code.
- e. **Closing Statement.** At least three (3) business days prior to the Closing Date Escrow Holder shall furnish Town and Donor with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by Town and Donor. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to Town and Donor.

10.5. Termination of Escrow. If Escrow fails to close as provided above, either party may elect to terminate this Agreement and Escrow by delivering written notice to the other party and Escrow Holder. Upon such termination of this Agreement and the Escrow not as the result of the breach by either party, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same.

10.6. Information Report. Escrow Holder shall file and Town and Donor agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Town and Donor also agree that Town and Donor, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Town nor Donor shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7. Brokerage Commission. Town and Donor each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Town and Donor each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Donor prior to the Close of Escrow and by Town thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Town shall have the option to terminate this Agreement, provided notice of such termination is delivered to Donor within ten (10) days following the date Town learns of the occurrence of such casualty. If Town fails to terminate this Agreement pursuant to the foregoing sentence within said ten (10) day period, Town shall complete the acquisition of the Property, in which case Donor shall assign to Town the interest of Donor in all insurance proceeds relating to such damage. Donor shall consult with Town regarding any proposed settlement with the insurer and Town shall have the reasonable right of approval thereof. Donor shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Town shall have no right to any insurance proceeds.

12. NO COLLUSION. No official, officer, or employee of Town has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Town participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Donor warrants and represents that she has not paid or given, and will not pay or give, to any third party including, but not limited to, Town or any of its officials, officers, or employees, any money, consideration, or other thing of value as a result or consequence of obtaining this Agreement. Donor further warrants and represents that she has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of

value to any third party including, but not limited to, any official, officer, or employee of Town, as a result or consequence of obtaining this Agreement. Donor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

13. MISCELLANEOUS

13.1 Assignment. Neither Town nor Donor may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed. Agreement will be binding upon and inure to the benefit of each of the parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

13.2 Notices. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

To Donor: Basin Wide Foundation–Youth Sports Park Coalition
56711 29 Palms Hwy
Yucca Valley, CA 92284
Attn: _____

To Town: Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, California 92284
Attention: Town Manager

With Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave.
Suite 1700
Irvine, CA 92612
Attention: Lona Laymon, Esq.
Facsimile: 949 223-1180

13.3 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in San Bernardino County shall be the sole venue and jurisdiction for the bringing of such action.

13.5 Legal Fees and Costs. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

13.6 Final Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

13.7 Construction. In determining the meaning of, or resolving any ambiguity with respect

to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.8 Qualification; Authority. Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

13.9 Force Majeure. Each party's performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond that party's reasonable control.

13.10 Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and executed by both parties. A copy of any such modification or amendment shall be promptly provided to Escrow Holder.

13.11 No Waiver. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

13.12 No Third Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

13.14 Exhibits. Exhibits A, B and C attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Residential Real Property and Escrow Instructions as of the date set forth above.

DONOR:

BASIN WIDE FOUNDATION – YOUTH
SPORTS PARK COALITION, a California
non-profit public benefit corporation

By: _____

Its: _____

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY, a California corporation

By: _____

Its: _____

TOWN:

TOWN OF YUCCA VALLEY, a public body,
corporate and politic

By: _____
George Huntington, Mayor

_____, 2015

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Lona Laymon
Town Counsel

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

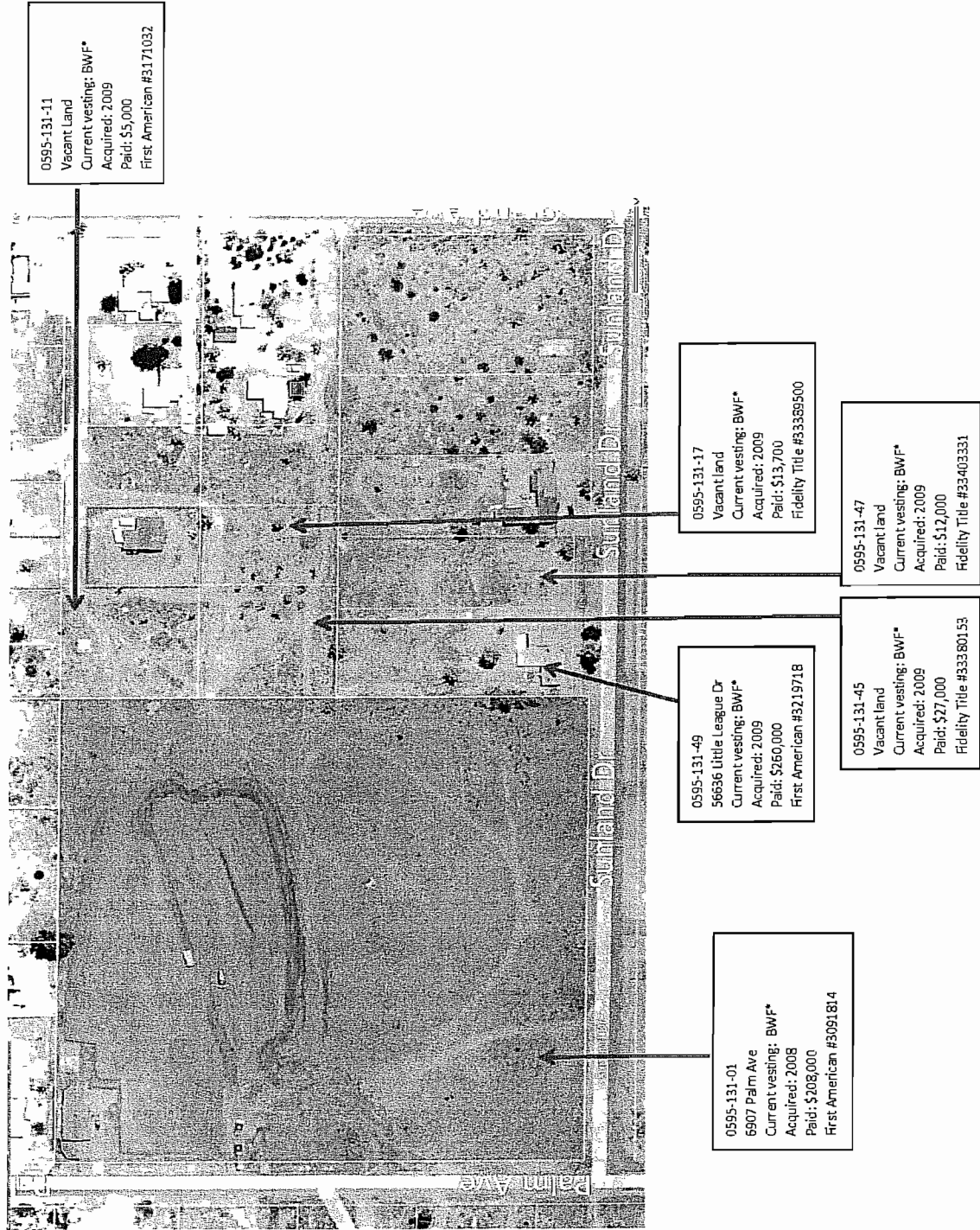
That certain real property in the State of California, County of San Bernardino, Town of Yucca Valley, as described as follows:

San Bernardino County Assessor Parcel Numbers 0595-131-01, 0595-131-49, 0595-131-45, 0595-131-17, 0595-031-47 & 0595-131-11, all of which are a portion of the East ½ of Section 35, T1N, R5E, SBBM

TOGETHER WITH all Improvements thereon including any trade fixtures such as existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances (including but not limited to, the dishwasher and microwave oven with vent system), window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioner, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.

EXHIBIT "B"
DEPICTION OF PROPERTY

f Property



* Basin Wide Foundation - Youth Sports Park Coalition,
a non-profit corporation

EXHIBIT "C"
PARK USE TERMS SUMMARY

It is the intent of the Basin Wide Foundation – Youth Sports Park Coalition that through this acquisition agreement, the Property remains a family recreation complex, and that this intended use will not change, as memorialized in the following goals:

1. The Town of Yucca Valley will agree to keep the Property as family recreation and sports area and will not alter this intended use at any time.
2. The Town of Yucca Valley through the acquisition agreement will maintain and manage the facility, and will allow sports organizations, families and the public to use the Property under the Town's Ordinances, organizational regulations, rules, and policies.
3. Existing user groups authorized by the Foundation, including the Morongo Basin Youth Soccer Association, the Miracle League of the Desert, LOBOS Football, Mojave Rattle Skaters, and Tri-Valley Little League will be allowed to use the facility during their seasons in accordance with the Town's Facility Use Policy and at fees as established from time to time as recommended by the Town of Yucca Valley's Parks, Recreation and Cultural Commission and approved by the Town of Yucca Valley.
4. The Snack Facility will be jointly used by the organizations of the Basin Wide Foundation – Youth Sports Park Coalition under the guidance and management of the Town, and in accordance with the Town's Facility Use Policy.
5. The Morongo Basin Youth Soccer Association and the Miracle League of the Desert will be allowed reasonable storage area for equipment on the premises as authorized, directed and managed by the Town in accordance with the Town's Facility Use Policy.
6. The Property will remain a family recreation and sports area. If determined by the Town to dispose of the property at any time, the Basin Wide Foundation will have the first rights of refusal for purchasing of the Property at terms then negotiated by and between the Foundation and the Town.

Town of Yucca Valley

Resolution

RESOLUTION NO. -

**A RESOLUTION OF THE TOWN OF YUCCA VALLEY, CALIFORNIA
MAKING THE NECESSARY FINDINGS AS REQUIRED BY HSC 33445**

WHEREAS, the Yucca Valley Redevelopment Agency (“Redevelopment Agency”) is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.*); and

WHEREAS, the Town of Yucca Valley is a municipal corporation and a general law city organized and existing under the Constitution of the State of California (“City”); and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 (“AB1x26”) and invalidated Assembly Bill 1x27; and

WHEREAS, the Court’s decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the Town is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB1x26 and subsequent related legislation; and

WHEREAS, pursuant to Health and Safety Code Section 34191.1, the related provisions of the Code apply as the Town as Successor Agency received a finding of completion dated March 14, 2013 by the Department of Finance pursuant to Section 34179.7; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4 (c) (1) Bond proceeds derived from bonds issued on or before December 31, 2010 shall be used for the used for the purposes for which the bonds were sold; and

WHEREAS, the contribution of Bond proceeds to the Town of Yucca Valley for the Brehm Youth Sports Park in consistent with the purposes for which the bonds, identified in part as for property acquisition, public infrastructure construction, and park improvements, and are contiguous to and for the benefit of the Redevelopment Project; and

WHEREAS, the contribution of Bond proceeds to the Town of Yucca Valley for the Brehm Youth Sports Park acquisition was listed on the FY 2014-15B Recognized Obligation Payment Schedule approved by the Agency Oversight Board on September 17, 2014 and the California Department of Finance in the letter dated November 5, 2014; and

WHEREAS, Health and Safety Code section 33445 (a) delineates the authority of the Agency, with the consent of the legislative body to utilize Agency funds to pay all or a part of the value of land pursuant to determinations, and

WHEREAS, Health and Safety Code section 33445 (b) declares that the determinations made by the agency and local legislative body pursuant to subdivision (a) shall be final and conclusive, and;

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Town of Yucca Valley, resolves as follows:

Section 1. The foregoing Recitals are true and correct and are incorporated herein.

Section 2. In accordance with Health and Safety Code Section 33445 as amended, the Town hereby finds and determines:

1. That the acquisition of land or the installation or construction of the buildings, facilities, structures or other improvements that are publicly owned are of benefit to the project area by helping to eliminate blight as demonstrated by the following facts:
 - a. The proposed property acquisition includes the donation of fully-improved parkland, providing for a regional-type recreation facility benefitting all Town residents both inside and outside of the project area.
 - b. The property acquisition will enhance quality of life opportunities for those low-moderate income individuals that reside in the project areas in nearby proximity to the park, as well as for those individuals in the project area that are not in close proximity to the park due to the regional characteristics of the park and associated programming.
 - c. The development of the donated improvements specifically removed and replaced numerous blighted properties within the park development area.
 - d. The proposed property acquisition will provide recreational facilities that will eliminate the necessity to provide other similar structures within the project area.
2. That no other reasonable means of financing the acquisition of the land or installation or construction of buildings, facilities structures, or other improvements that are publicly owned, are available to the community, with such finding supported by the following declaration of facts:
 - a. The required funding for such acquisition would require Development Impact Fee- Parks funds in the amount of

\$430,000.00, where the current balance of the Development Impact Fee – Parks is zero.

- b. The Town’s Capital Reserve Fund balance is insufficient to fund the acquisition in the amount of \$430,000.00 due to prior commitments, encumbrances and designations.
 - c. Funding the acquisition from the Town’s General Fund would require an allocation in excess of 10% of the Town’s General Fund Reserve, where such reserve is identified for anticipated liabilities associated with the Colorado River Basin Region Water Quality Control Board Resolution R7-2011-0004.
3. That the payment of funds for the acquisition of land or the cost of buildings, facilities structures, or other improvements that are publicly owned is consistent with the implementation plan adopted pursuant to Section 33490 as evidenced by the prior Yucca Valley Redevelopment Agency’s Five Year Implementation Plan dated May 4, 2010 as demonstrated by the following:
- a. Implementation Actions for the Five Year Implementation Plan to specifically including Land Acquisition whereby the Plan states “The Agency has strategic plans to acquire and consolidate critical parcels for future public facilities...”

PASSED, APPROVED, AND ADOPTED this 17th day of February, 2015.

MAYOR

ATTEST:

TOWN CLERK

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Council
From: Sue Earnest, Community Services Manager
Stefanie Ritter, Museum Program Supervisor
Date: February 12, 2015
For Council Meeting: February 17, 2015
Subject: Hi-Desert Nature Museum 2014-16 Strategic Plan

Prior Council Review: None.

Recommendation: That the Council receive and file the Hi-Desert Nature Museum's 2014-16 Strategic Plan update covering activities, programs, events, exhibits and improvements.



Order of Procedure:

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

Discussion: In 2014, the Hi-Desert Nature Museum staff prepared the organization's two year plan for 2014-16 which provides an overview of the activities, programs, and updates planned for the upcoming years. The last strategic plan was completed in 2008 for a four year time frame. Since that time the museum has undergone significant changes.

The strategic plan specifies programs and events that will be conducted within the next two years as well as addressing some necessary updates in the exhibits and facilities. The museum's goal is to offer high quality programs, exhibits and events, and to align those activities with the resources allocated to the operation.

The Parks, Recreation and Cultural Commission is appointed by the Town Council to serve in an advisory capacity in matters pertaining to the activities of the Community Services Department. The Commission is also designated by the Council as the Museum Advisory Commission. At the October 14, 2014 Parks, Recreation and Cultural Commission meeting, the Commission reviewed the Hi-Desert Nature Museum's 2014-16 Draft Strategic Plan and provided revisions and comments that have been incorporated in this final version.

Reviewed By:	 Town Manager	_____ Town Attorney	 Finance	_____ Dept
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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 type="checkbox"/> Minute Action	<input checked="" type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

Plan Highlights

With the recent addition of the museum registrar, one of the main focuses will be museum collections. Projected activities are as follows:

- Regular maintenance of exhibit displays.
- Regular environmental, pest, and security monitoring of galleries and collections storage.
- A wall-to-wall inventory of the permanent collections.
- Artifact research and cataloging.

The permanent exhibit galleries have remained unchanged for years and are in need of updating. These improvements will include:

- Replacement of outdated lighting fixtures.
- Refurbishment of certain display cases.
- Assuring exhibits conformity with museum mission statement.
- Updating of layout in exhibit room 3.

The Museum's Strategic Plan identifies other long-term initiatives that include some of the following:

- Enhancing accessibility to the public through increased visitation hours.
- Development of economic and strategic partnerships to assist the museum in attaining additional resources beyond the Town's.
- Developing appropriate relationships that recognize the museum's role as a cultural asset that benefits the region.

Next Steps

In an effort to identify specific steps and tasks that will be undertaken in the near-term planning horizon, staff has identified the following goals and projects and associated timelines:

Strategic Goal Summary and Schedule	
Goal	Completion
Design/Implementation of Museum Sponsorship Program	6 months

Update Kids Corner	6 months
Update Gem & Mineral cases	6 months
Update exhibit space in Room 3	12 months
Update lighting for Rooms 2 and 3	12 months
Collections Management Projects	12 months
Modern museum standards in temporary/permanent exhibits.	18 months
Explore additional staff positions to expand public admittance	18 months
Presentation/Improvement of education programs	Ongoing
Presentation of Public Programs (3 annually)	Ongoing

It is anticipated that as these projects move forward, additional guidance, concurrence, and budgetary authority will be sought from the Parks, Recreation and Cultural Commission as well as from the Town Council

Alternatives: None recommended.

Fiscal Impact: None at this time.

Attachments: Hi-Desert Nature Museum 2014-16 Strategic Plan
(distributed under separate cover)



TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council

From: Curtis Yakimow, Town Manager
Debra Breidenbach-Sterling, Human Resources Manager

Date: February 12, 2015

For Council Meeting: February 17, 2015

Subject: Renewal of Agreement with the San Bernardino County Sheriff's Department Work Release Program

Recommendation: That the Town Council reviews the terms and conditions of the proposed agreement and authorizes continued participation in in the Work Release program through the new agreement.

Alternative Recommendations:

Option 1: Authorize the renewal of the agreement but limit the locations that the inmates would work, e.g. no parks or community areas.

Option 2: Authorize the renewal of the agreement and only have the inmates work at the Animal Shelter.


Option 3: Not renew the contract and look for other resources.

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: The Town entered into an agreement with the San Bernardino County Sheriff's Department Work Release program in October

Reviewed By:


Town Manager

Town Attorney


Finance Manager


Department

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

1992. The program provides inmates to public agencies and other businesses for manual labor as needed by the entity. The inmates are incarcerated at the Sheriff's correctional facilities, and have been released from custody to service their remaining sentence in the work program. Currently, there are two departments within the Town that utilize the program. Their tasks consist of:

Animal Shelter
Yard Maintenance
Kennel Cleaning
Laundry

Public Works
Facilities Maintenance
Hardscape Maintenance
Trash

The inmates are required to work a minimum 8 hour shift and the approximate amount of hours worked in both departments per week can range depending upon the number that are assigned to each department. On average, the amount of hours is approximately 200 hours per week. Based on a minimum wage rate, the value of this service equates to approximately \$93,600.00 annually.

Proposed Contract

The proposed Contract has three key changes to the language:

- The inmates will be required to wear at all times a safety vest identifying him/her as an inmate while working their shift;
- The agency will be responsible for the entire claim in the event of an injury;
- Mutual indemnification

Identification Safety Vests

With the prior agreements, the inmates were not required to wear anything that identified them as an inmate. The new agreement mandates that the inmates must wear a safety vest with INMATE written across the back during the duration of their shift. Because of the nature of their tasks on the weekend with Public Works, they would be working at Town facilities including parks during daytime hours. The vest is provided by the Sheriff's Department. A photo depiction is included as an attachment.

Workers Compensation Issues

Previously, if an injury occurred with an inmate, the Sheriff's Department would pay for all medical bills and the agency would reimburse the Department for any and all costs incurred as they related to the reported injury. The new agreement mandates that the agency obtain Workers Compensation insurance to cover the inmates. The Town currently has this coverage in place.

Mutual Indemnification

Additional language was included to state that both the agency and the Sheriff's Department agree to defend, indemnify, and hold harmless it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by either agency, except as prohibited by law.

Risk Management review

The Agreement was sent to the Town Attorney's office and PARSAC for review. PARSAC's comments were in favor of having control over any injury claim that occurs rather than having a reimbursement situation. The down side is that there is always the possibility of an increase in claims which could impact future premium costs.

The Town Attorney's office expressed concerns on a few items including accepting inmates without knowing their ability to perform the functions of the duties. Although it is not outlined in the contract, the direction from the Sheriff's Department is that the Contracting agency has the right not to accept an inmate for any reason.

Staff has met to evaluate the impact of the new changes and has determined that the program is still a benefit to the operation.

Fiscal Impact: If the direction is to renew, a potential negative fiscal impact could occur if there was an increase in workers compensation claims. If the direction is not to renew, the replacement cost for the Animal Shelter would be approximately \$13,120.00 (1 part time staff working 20 hours a week, non-benefitted).

The full replacement cost for the Public Works department is not known at this time. However, it is estimated that the Public Works department may require 1 to 2 full time Skilled Maintenance Worker

I positions. The approximate cost would be \$49,920 annually per position. Another alternative could be to request Desert Arc to provide a quote for the tasks that are currently being done by the Work Release inmates.

Attachments:

Letter from Sheriff John McMahon
New Agreement for Participation in San Bernardino County Sheriff
Department Work Release Program
Crew Supervisor Pamphlet
Resolution 92-33
Picture of identification safety vest

*



JOHN McMAHON, SHERIFF - CORONER

January 13, 2015

Curtis Yakimow, Town Manager
c/o Debra Breidenbach-Sterling, Human Resource Manager
Town of Yucca Valley
57090 Twentynine Palms Hwy
Yucca Valley, CA 92284-2932

**RE: EXPIRED CONTRACT NO. 07-944 FOR PARTICIPATION IN THE WORK RELEASE PROGRAM;
SUBMISSION OF NEW AGREEMENT FOR SIGNATURE**

Dear Mr. Yakimow:

Our prior agreement (Contract No. 07-944) between San Bernardino County and Town of Yucca Valley expired on November 6, 2012. A new form agreement/template has been approved by the San Bernardino County Board of Supervisors to begin on or after March 2, 2015. No language changes can be made for this agreement term 2015-20.

If you wish to renew your participation in the Work Release Program, please review the enclosed two originals of the proposed new agreement carefully as the language has been updated to include the following **key changes**:

- Contractor will require inmates to wear inmate identifying safety vest at all times while working at a crew site (Paragraph A.11).
- Contractor shall be responsible for the entire claim in the event an inmate injury occurs (Paragraph A.12).
- Contractor shall obtain and have Workers' Compensation insurance or be permissibly self-insured which includes the coverage of these inmates (Paragraph A.13).
- Self-insurance and mutual indemnification (Article C). If your agency is not self-insured, please request an alternate agreement with appropriate insurance and indemnification language.

If this agreement meets with your approval, please complete the signature blocks, sign both copies in blue ink, and return both copies (do not fold) with original signatures to:

Roxann Jenkins/Bureau of Administration 010
San Bernardino County Sheriff's Department
P.O. Box 569
San Bernardino, CA 92402-0569

PLEASE RETURN BY FRIDAY, FEBRUARY 13, 2015 to avoid delay in program participation. Upon approval, an executed original will be returned to you for your records. If you have any questions or need additional information, please contact Roxann Jenkins at (909) 387-0310 or rjenkins@sbcasd.org.

Sincerely,

JOHN McMAHON, SHERIFF-CORONER

JM/rmj
Enclosures



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code	SC	Dept. SHD	A	Contract Number
<input type="checkbox"/> Change					
<input type="checkbox"/> Cancel					
ePro Vendor Number				ePro Contract Number	
County Department SHERIFF/CORONER			Dept. SHD	Orgn. SHD	Contractor's License No.
County Department Contract Representative SHANNON DICUS, SHERIFF'S CAPTAIN			Telephone (909) 387-0640		Total Contract Amount \$
Contract Type					
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason: Participation Agreement					
Commodity Code		Contract Start Date	Contract End Date 06/30/20	Original Amount \$	Amendment Amount \$
Fund AAA	Dept. SHD	Organization SHD	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount \$
Project Name Work Release Program 2015-20 Template Type A			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D

THIS AGREEMENT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Town of Yucca Valley
Address
57090 Twentynine Palms Hwy
Yucca Valley, CA 92284-2932
Telephone
(760) 369-7207

hereinafter called CONTRACTOR

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT FOR PARTICIPATION IN SAN BERNARDINO COUNTY SHERIFF DEPARTMENT'S WORK RELEASE PROGRAM

WHEREAS, San Bernardino County, hereinafter referred to as COUNTY, conducts and administers a Work Release Program (WRP) through the Sheriff's Department, hereinafter referred to SHERIFF, under Penal Code Sections 4024.2 and 4024.3, for the performance of work by persons committed to the custody of the SHERIFF. Work Release Program inmates are incarcerated at the SHERIFF's correctional facilities, and have been released from custody to serve their remaining sentence on the work program; and

WHEREAS, CONTRACTOR desires that individuals in said WRP (INMATES) to be placed with CONTRACTOR for work under the direction and control of CONTRACTOR, as it is in the best interest of the community to provide an alternative mode of incarceration for those inmates placed into these programs;

NOW, THEREFORE, the parties agree as follows:

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

A. SCOPE OF AGREEMENT

- A.1** SHERIFF's placement of INMATES with CONTRACTOR is at the discretion of the SHERIFF and is subject to the availability of INMATES, available work assignments and the ability of CONTRACTOR to administer and control the work program.
- A.2** Upon placement of INMATES with CONTRACTOR, the work of the INMATES will be under the direct supervision and control of CONTRACTOR and will not be under the supervision or control of the SHERIFF.
- A.3** CONTRACTOR will assign a supervisor to oversee the INMATES assigned to its agency.
- A.4** SHERIFF will provide CONTRACTOR with a Crew Supervisor Pamphlet and CONTRACTOR agrees to follow said instructions.
- A.5** CONTRACTOR shall ensure that each supervisor does not fraternize with, engage services of, accept services from, do favors for, or engage in romantic, intimate or sexual relationship with INMATES.
- A.6** The work performed by INMATES will consist of manual labor to improve or maintain levees or public facilities, including but not limited to streets, parks, and schools and/or manual labor as approved by the SHERIFF.
- A.7** CONTRACTOR shall ensure the work, supervision, and treatment of the INMATES shall in all ways conform to applicable law, including but not limited to, California Penal Code Sections 4024.2 and 4024.3.
- A.8** CONTRACTOR will not provide any security guards and CONTRACTOR's employee(s) will not physically restrain any INMATES that might leave the work area. The CONTRACTOR will notify SHERIFF by the end of each day of any INMATES who did not arrive for scheduled work assignment or left the work area without permission.
- A.9** CONTRACTOR will provide transportation for INMATES working under this Agreement to and from the work sites as needed from pickup points agreed to between the SHERIFF and CONTRACTOR.
- A.10** Equipment operations will be performed only by qualified CONTRACTOR employees with the exception of small power equipment such as weed trimmers, power lawn mowers and hedge trimmers. INMATES must demonstrate proficiency with such tools to the satisfaction of CONTRACTOR before being allowed to operate said tools. CONTRACTOR will provide safety instructions, explain the work to be done, and direct the work of INMATES placed under this Agreement.
- A.11** CONTRACTOR will provide necessary safety equipment while INMATES are operating any equipment. This may include but is not limited to gloves, hard hats and eye protection required to safely perform any work assigned under this Agreement. CONTRACTOR will require INMATES to wear INMATE identifying safety vest at all times while working at a crew site.
- A.12** In the event an INMATE injury occurs, CONTRACTOR shall be responsible for the entire claim. This responsibility includes the administration of the claim in the same manner as if the INMATE was an employee of CONTRACTOR. CONTRACTOR also agrees to complete written documentation notifying the WRP office. In the event an INMATE brings an action which includes or is against SHERIFF or COUNTY, CONTRACTOR will reimburse the SHERIFF or COUNTY for all costs and expenses related to the action including all medical expenses, benefits, settlement costs and/or awards.

A.13 CONTRACTOR shall obtain and have Workers' Compensation insurance or be permissibly self-insured which includes the coverage of these INMATES. CONTRACTOR agrees to provide INMATES with Workers' Compensation benefits under CONTRACTOR's Workers' Compensation insurance policy which shall be the primary insurance for INMATES.

B. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on March 2, 2015, or upon the date of approval by the SHERIFF, whichever is later, and ending on June 30, 2020. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, by CONTRACTOR or by COUNTY, upon written notice given to the other party at least thirty (30) days prior to the date specified for said termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other, accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Notwithstanding the foregoing, COUNTY may terminate this Agreement at any time, without advance notice to CONTRACTOR, in the event CONTRACTOR fails to comply with any term of this Agreement.

SHERIFF shall have the authority to exercise the COUNTY's rights and authority under this Agreement, including the right to give notice of termination of this Agreement, at his sole discretion.

C. INDEMNIFICATION AND INSURANCE REQUIREMENTS

C.1 Mutual Indemnification

The CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by COUNTY, except as prohibited by law.

The COUNTY agrees to defend, indemnify and hold harmless the CONTRACTOR, its officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by CONTRACTOR, except as prohibited by law.

C.2 Comparative Fault

In the event that the COUNTY and/or CONTRACTOR are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the COUNTY and/or CONTRACTOR shall indemnify the other to the extent of its comparative fault.

C.3 Self-Insurance

COUNTY and CONTRACTOR are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

C.4 Waiver of Subrogation Rights

CONTRACTOR shall require the carriers of required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

D. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department
Bureau of Administration 010
655 East Third Street
San Bernardino, CA 92415-0061

Town of Yucca Valley
57090 Twentynine Palms Hwy
Yucca Valley, CA 92284-2932

Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

E. ENTIRE AGREEMENT

This Agreement represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promise, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. Any amendment to this Agreement shall be in writing signed by both parties.

Town of Yucca Valley

San Bernardino County Sheriff's Department

Contractor Authorized Signature

Sheriff-Coroner Authorized Signature

Name of person signing agreement (print or type)

Name of person signing agreement (print or type)

Title

Title

Date

Date

**SAN BERNARDINO COUNTY
SHERIFF'S DEPARTMENT
CORRECTIONS STANDARDS
AND OPERATIONS DIVISION
OUT OF CUSTODY
PROGRAMMING DETAIL**



Crew Supervisor Pamphlet

18000 Institution Road
San Bernardino, Ca 92427
Inmate/Public
Office Number: 909-473-2580
Office Hours: Monday-Sunday
0730 a.m.– 0430 p.m.

Crew Supervisor/Law Enforcement Only

Do not give inmates the following information:

Office Number: 909-473-3641

Fax: 909-473-2587

Email: ghrc-wrp4@sbcscd.org

who have reported for the day. Notate the time and reason for early release on the attendance sheet.

Legal holiday closures vary for each crew site. If a crew site is closed for a specific holiday, a notation shall be made on the attendance sheet. Inmates must work their prior scheduled work day as well as their next scheduled work day in order to receive credit for holiday closures. It is the responsibility of the crew site to notify all inmates assigned to their crew site of holiday closures.

In the event that a crew site is closed for an extended period of time, the Crew Supervisor shall immediately contact the OCPD office to make proper arrangements.

The following shall be the responsibility of the Crew Supervisor if an inmate is worked in error after he/she No-Showed from a crew site:

- Contact the OCPD office as soon as the error is found.
 - If the OCPD office has not processed his/her paperwork and returned back to court the Crew Supervisor shall submit a memo to the OCPD office with the following information: crew site name, inmate full name, booking number, dates worked in error.
 - If the OCPD office has processed his/her paperwork and returned back to court the Crew Supervisor shall submit a memo to the court with the following information: Crew site name, inmate full name, booking number, dates worked in error. The inmate will be required to return to the OCPD office with new court paperwork, pay the \$100 administrative fee and process onto the program again.
- The OCPD office is responsible for assigning inmates to over a hundred county approved crew sites within San Bernardino County. Every effort is made to ensure each crew site is given an adequate amount of inmates to work at each crew site.

Inmate Injuries

When an inmate is injured at the crew site, they are required to notify a Crew Supervisor immediately, no matter how small the injury. The Crew Supervisor shall complete an Inmate Injury Report in addition to any medical forms required by your office or department. A copy is to be given to the inmate to use when going to one of the contracted hospitals. The original report shall be faxed/emailed to the OCPD office immediately. If an inmate refuses medical treatment an injury report is still required for documentation of the occurrence.

Prison Rape Elimination Act

The San Bernardino County Sheriff's Department has a zero tolerance policy towards all forms of sexual abuse and sexual harassment. Sexual harassment includes, but is not limited to: repeated statements or comments of a sexual nature, derogatory comments about body or clothing, or repeated obscene language or gestures. All crew site supervisors shall receive PREA training from the sheriff's department.

When an inmate arrives at the crew site and their name is not on the attendance sheet, it is the Crew Supervisors

responsibility to check the inmates Promise to Appear contract and OCPD ID card. Verify the crew site and start date on the contract prior to adding names to the attendance sheet. Write the inmates full name, booking number and work days at the bottom, in the blank space just below the last printed area on the attendance sheet. Print legibly. Crew supervisors shall immediately contact the OCPD office to verify any questions or discrepancies.

Do not mark inmates present when they are not there. Work Crew Attendance Sheets are legal documents and may be used in court at any time to prove that an inmate was or was not present at a location on a particular date.

Inmates shall be considered a No-Show and shall be required to return to the WRP office to pay for missing prior to returning to a crew site for the following reasons: late for work, leaving early, sick, unable to follow rules of the program, failure to have inmate ID card, failure to provide proper documentation on his/her first day of work or upon return to crew site after missing.

Leaving the crew site early under any circumstance shall be considered a No-Show. Crew sites shall not grant requests for time off from work, day changes, make up days missed, or allow inmates to leave the crew site in order to conduct personal business.

All work day changes shall be conducted at the OCPD office. Do not change or modify an inmates workday schedule, they will not receive credit for any extra days worked. Inmates shall not be allowed to leave the crew site early to change his/her days. It is not recommended for an inmate to come to the OCPD office on a date he/she is scheduled to work in order to change his/her work days. An inmate shall be considered a No-Show, charged for missing and not receive credit for the day if the OCPD staff is unable to verify the inmate worked the full day.

Inmates may be released from work early in the event that a crew site is required to close early due to instances such as staff meetings or emergencies. Credit shall be given for the day. A notation shall be made on the attendance sheet.

Inmates shall be considered a No-Show and credit shall not be given to inmate requesting to be excused from work because he/she is unable to work due to weather or transportation issues.

Crew sites may excuse their crew early due to extreme weather conditions or natural disasters. Check in all inmates

unness in self-defense of him/herself or to prevent injury to persons.

Searches of inmates shall be conducted by **LAW ENFORCEMENT PERSONNEL ONLY**.

In the event you have a criminal problem with an inmate, contact your local law enforcement agency, and then report the incident to the OCPD office.

All Crew Supervisors shall notify the OCPD office immediately upon becoming aware that a close personal friend or relative to any crew site employee has been assigned to their crew site. The inmate shall be directed to immediately return to the OCPD office to be re-assigned to a new crew site.

Crew Site Rules

All inmates are required to read and sign that they will comply with the rules and regulations of the program. Crew Supervisors must ensure that inmates adhere to the rules. Failure to comply with the OCPD rules and regulations may result in the closure of a crew site.

Rules for the work program include the following:

Inmates are to report on time to the crew site with their inmate ID card each day of work. They shall also bring a crew sheet on their first day of work or upon returning after missing a day of work. Inmates shall not be allowed to work without proper paperwork or inmate ID.

Pursuant to PC4024.2(4) inmates shall work a minimum of 8 hours and a maximum of 10 hours per day at a crew site in order to receive one day of credit in lieu of jail time. Inmates may not arrive late or leave early. In the event that a crew site "does not have enough work" for inmates to do, the OCPD office shall re-evaluate how many inmates are needed.

Inmates are not allowed visitors while working.

Radios, pagers or any other electronic devices are prohibited while at the crew site. Inmates may carry a cellular phone. All cellular phones shall be shut off during working hours and are only authorized to be used during breaks or after being dismissed for the day.

Inmates shall not report to the crew site under the influence of alcohol, prescription or illicit drugs/narcotics.

Inmates shall bring their own lunch to the crew site, however Crew Supervisors shall provide water in order to keep the inmates hydrated.

Inmates shall be required to wear a safety vest with "INMATE" clearly printed on the back while working at a crew site.

site and/or other inmates to immediately leave the crew site. If the inmate refuses to leave the crew site, contact local law enforcement. Contact the OCPD office immediately to report the incident.

Inmates with medical conditions that will prevent them from working at the crew site shall be instructed to return to the OCPD office. All inmates with medical conditions shall be reviewed by the OCPD staff to determine where the inmate will be assigned to work. Pregnant women shall be assigned to work at the OCPD office on the Medical Crew.

Inmates shall dress in clothing and shoes that are suitable for working out-of-doors. They shall be sent home without credit if dressed inappropriately. Crew sites may require specific types of shoes or clothing to be worn due to the nature of work the inmates will be required to do. Crew Supervisors shall notify the inmate on his/her first working day and give him/her a reasonable amount of time to comply with the dress code. If the inmate states he/she will not be able to comply with the required dress code refer him/her back to the WRP office immediately. Proper attire is as follows:

- Comfortable work shoes— no open toes or sandals
- Sleeved shirts or blouses— no tank tops or halter tops
- Work pants— full length jeans, denim, khaki, etc. (no shorts capris or skirts)
- Baseball caps must be worn forward only.
- No obscene or gang related attire.
- No baggy clothing— clothes shall fit to the body. Staff should not be able to see undergarments.

Attendance

On Wednesday of each week, OCPD staff fax/email each crew site a copy of their Work Crew Attendance Sheet dated for the following week. Crew Supervisors shall verify attendance at the time of check in and check out using the attendance sheet and inmate ID cards. Inmates shall be checked in and out for each day they are scheduled to work. When an inmate fails to complete a full day of work, the inmate is considered a No-Show (N/S). The Crew Supervisor shall write N/S and the date the inmate failed to work on the attendance sheet.

It is the Crew Supervisors responsibility to return a copy of the completed Work Crew Attendance Sheets by Monday morning of the following week to the OCPD office. Failure to return attendance sheets in a timely manner may result in the closure of your crew site.

Public Agencies contracting with the San Bernardino County Sheriff's Department Out of Custody Programming Detail (OCPD) shall assign a Crew Supervisor to oversee the inmates assigned to their agency. They will assure all other staff members aiding in the supervision of inmates are trained and familiar with all of the rules and regulations.

The Crew Supervisor is responsible for accurately checking in/out inmates on his/her crew site on a daily basis. They are to maintain accurate records of each worker's attendance and proper documentation of all inmate injuries and incidents.

The Crew Supervisor shall be responsible for ensuring safe working conditions as well as communicating/enforcing safety rules. All inmates shall be given instruction regarding potential hazards associated with assigned tasks and ensure that essential safety equipment, personal protective equipment (PPE) are provided for each job.

Crew Supervisors shall ensure there is an alternate person available to supervise inmates as well as process and return crew work when a Crew Supervisor is sick or on vacation.

Inmates to follow the rules and regulations may result in the closure of your crew site.

16 Important Factors to Remember

Persons assigned to the program are classified as out of custody inmates.

Inmates are experts on manipulation and deception.

Inmates do not befriend them or help them with personal problems.

Inmates do not allow inmates to work for you outside the work site.

Inmates do not take inmates into your confidence.

Inmates do not give inmates personal information about you, your family or your staff.

Inmates do not become personally involved with inmates.

Inmates do not become sexually involved with an inmate, even with their consent, it is a crime. **PC289.6— an employee or**

officer of a public entity that provides staff for a

detention facility under contract with a public entity,

who engages in sexual activity with a consenting adult

who is confined in a detention facility (assigned to a

crew), is guilty of a public offense.

Inmates do not give advice or answers pertaining to an inmate's case or information regarding their date of completion. Refer the inmate to the OCPD office.

Inmates do not engage in any activity with inmates that could benefit them personally. It is against policy and could result in criminal prosecution.



INMATE

P.164

RESOLUTION NO. 92-33

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY, CALIFORNIA, PROVIDING FOR
WORKERS' COMPENSATION COVERAGE FOR VOLUNTEER
PERSONNEL

WHEREAS, The Town of Yucca Valley desires to provide
Workers' Compensation Insurance coverage for persons authorized
to perform volunteer services for the Town.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council
of the Town of Yucca Valley hereby adopts the policy that an
unsalaried person as designated and authorized by the Town to
perform volunteer service for the Town shall be deemed to be an
employee of the Town for the purpose of Workers' Compensation
Insurance benefits provided for by law for any injury sustained
by him or her while acting in the course and scope of the
authorized services of the Town under the direction and control
of the Town.

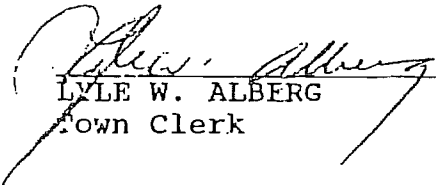
APPROVED AND ADOPTED this 2nd day of July, 1992.

TOWN OF YUCCA VALLEY



KINDRED I. PEDERSEN
Mayor

ATTEST:



LYLE W. ALBERG
Town Clerk

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
TOWN OF YUCCA VALLEY

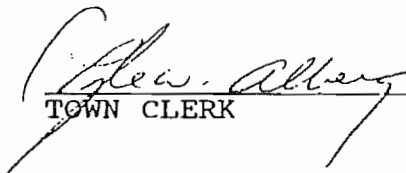
I, Lyle W. Alberg, Town Clerk of the Town of Yucca Valley, California do hereby certify that Resolution No. 92-33 was duly and regularly adopted by the Town Council of the Town of Yucca Valley, California, at a meeting thereof held on the 2nd day of July, 1992, by the following vote:

AYES: Council Members Burnside, Crouter, Reed, Richmond and Mayor Pedersen

NOES: None

ABSENT: None

ABSTAIN: None


TOWN CLERK

RESOLUTION NO. 95-39

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, DECLARING VOLUNTEERS TO BE DEEMED AS EMPLOYEES FOR PURPOSES OF WORKERS COMPENSATION PURSUANT TO LABOR CODE SECTION 3363.5.

WHEREAS, one of America's greatest national resources is its volunteers, and the human resources they devote toward a healthy, productive and humane society; and

WHEREAS, volunteers give freely of their time, energy and ability and ask only for a smile and a thank you for their countless hours of service; and

WHEREAS, each year thousands of volunteers contribute to the betterment of their communities; and

WHEREAS, it has long been a tradition in our community for men and women volunteers to perform work of the highest quality and to brighten the lives of others; and

WHEREAS, the Town of Yucca Valley recognizes the need to utilize volunteers to assist in completing the town's mission; and

WHEREAS, Labor Code Section 3363.5 provides as follows:

“(a) Notwithstanding Sections 3351, 3352, 3357, a person who performs voluntary service without pay for a public agency, as designated and authorized by the governing body of the agency or its designee, shall, upon adoption of a resolution by the governing body of the agency so declaring, be deemed to be an employee of the agency for purposes of this division while performing such service.

(b) For purposes of this section, ‘voluntary service without pay’ shall include services performed by any person, who received no remuneration other than meals, transportation, lodging, or reimbursement for incidental expenses”.

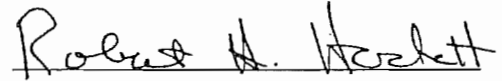
WHEREAS, the Town Council of the Town of Yucca Valley desires to extend Worker's Compensation benefits to volunteers rendering voluntary service without pay as said volunteers are defined in Labor Code Section 3363.5; and

WHEREAS, the Town of Yucca Valley receives services from Work Release Participants who are persons convicted typically of minor non-violent offenses who agree to perform public services in lieu of a fine or jail time and continued use of Work Release Participants is necessary to provide existing level of services to the community; and

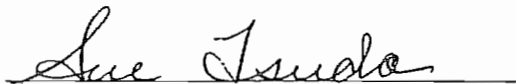
WHEREAS, the Town of Yucca Valley desires to mitigate its exposure to general liability claims as a result of injuries to Work Release Participants, and the Town Council of the Town of Yucca Valley desires to extend Worker's Compensation benefits to Work Release Participants.

NOW THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley hereby extends Worker's Compensation benefits to volunteers rendering voluntary service without pay as defined in Labor Code Section 3363.5 by declaring said volunteers employees of the Town of Yucca Valley for purposes of Division 4 of the California Labor Code solely while performing said voluntary service and further extends Worker's Compensation benefits to Work Release Participants by declaring said Work Release Participants to be considered employees of the Town of Yucca Valley for purposes of Division 4 of the California Labor Code solely while performing said service.

APPROVED AND ADOPTED this 19th day of October, 1995.


MAYOR PRO-TEM

ATTEST:



TOWN CLERK

TOWN OF YUCCA VALLEY

**WORK RELEASE PARTICIPANT'S
WAIVER AND HOLD HARMLESS AGREEMENT**

The undersigned, as a Work Release Participant, recognizes that he/she is covered under the Town of Yucca Valley Worker's Compensation Program; and as such, Worker's Compensation benefits are the sole remedy available to he/she should he/she become ill or injured while performing as a Work Release Participant for the Town of Yucca Valley.

Date

Signature

Printed Name

Date

Town Supervisor Signature

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

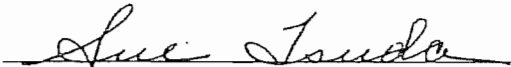
I, Sue Tsuda, Town Clerk of the Town of Yucca Valley, California do hereby certify that Resolution No. 95-39 was duly and regularly adopted by the Town Council of the Town of Yucca Valley, California, at a meeting thereof held on the 19th day of October, 1995, by the following vote:

AYES: Council Members Burnside, Crouter, Loveless and Mayor Pro Tem Hockett

NOES: None

ABSENT: Mayor Pedersen

ABSTAIN: None


TOWN CLERK

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Council
From: Curtis Yakimow, Town Manager
Date: February 13, 2015
For Council Meeting: February 17, 2015
Subject: Citizen Initiative Impact Report

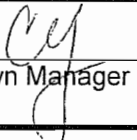
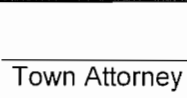


Prior Council Review: At the January 20, 2015, Town Council meeting, the Town Council was presented with the Citizen Initiative proposing to enact an ordinance permitting and regulating medical marijuana sales and use within the Town. The Council requested a study pursuant to Elections Code § 9214 to be prepared analyzing the effect of the Citizen’s Initiative, which is being presented at the Council meeting on February 17, 2015.

Recommendation: That the Council receive and file the Citizen Initiative Impact Report as submitted in accordance with the Council’s previous direction pursuant to Elections Code § 9214.

Order of Procedure:

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

Background: This report is provided in accordance with Town Council direction given at the regular Town Council meeting of January 20, 2015. This report is made pursuant to Elections Code § 9214 and encompasses input from various Town departments on issues of land use, zoning, and law enforcement and legal and financial considerations relevant to the “The Medical Marijuana Dispensary Authorization and Regulation Initiative”—a citizen-sponsored voter initiative for the allowance of medical marijuana dispensaries in the Town of Yucca Valley.

09999.0003/242056.1
Reviewed By:  Town Manager  Town Attorney  Finance  Dept

- | | | | |
|---|---|--|---|
| <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 |

Given all options available to it under the Elections Code, at its regular January 20, 2015 meeting, the Council requested a study be prepared analyzing the effect of the Citizen Initiative. The Council also directed that the Town's Ad Hoc subcommittee work with the proponents to consider an amended measure that could be supported by the Town and the Initiative proponents to go forward as a ballot measure. Further, additional direction was given to prepare a tolling agreement suspending the requirement to place the Citizen Initiative on the ballot as submitted. Such a tolling agreement has been reached between the proponents and the Town. Nonetheless, Town staff remains obligated to present the "30-day" report pursuant to Elections Code § 9214. The report provides the impact analyses in the following areas:

- Background Information
- Legal Considerations
- Zoning/Code Enforcement
- Law Enforcement/Public Safety
- Financial Considerations
- Liability, Risk & Other Issues

Fiscal Impact: None with this item.

Attachments: Impact Report

Town of Yucca Valley



ELECTIONS CODE §9214(c) REPORT TO TOWN
COUNCIL IN REGARDS TO A CITIZEN INITIATIVE
AUTHORIZING MEDICAL MARIJUANA
DISPENSARIES

February 17, 2015

Town of Yucca Valley

ELECTIONS CODE §9214(c) REPORT TO TOWN COUNCIL IN RE CITIZEN INITIATIVE AUTHORIZING MEDICAL MARIJUANA DISPENSARIES

February 17, 2015

INTRODUCTION:

This report is provided pursuant to Town Council direction given at the regular Town Council meeting of January 20, 2015. This report is made pursuant to Elections Code § 9214 and encompasses input from various Town and Sherriff departments on issues of land use, zoning, and law enforcement issues relevant to the “The Medical Marijuana Dispensary Authorization and Regulation Initiative”—a citizen-sponsored voter initiative for the allowance of medical marijuana dispensaries in the Town of Yucca Valley.

On November 20, 2014, Proponents for the “The Medical Marijuana Dispensary Authorization and Regulation Initiative” (the “Initiative” or “Citizen Initiative”) submitted signed Initiative petitions to the Town Clerk. The Town Clerk conducted a prima facie review and raw count of the petition and determined that there were sufficient numbers of signatures to have a special election called on the Initiative. On November 21, 2014 the petition was submitted to the County of San Bernardino Registrar of Voters for signature verification. The Registrar of Voters promptly began the process of verifying the signatures contained on the petitions, and determined that based on 9,613 registered Town voters, 1,442 signatures (or 15%) were required to meet a special election threshold. (Elections Code §9214.) On December 17, 2014, The County Registrar of Voters determined as follows:

- Raw Count: 2,015
- Signatures Verified: 2,015
- Signatures found valid: 1,873
- Signatures not valid: 142

Based on the above, the Initiative meets the 15% threshold (or 1,442 votes) requisite for placing the Initiative on a special election ballot. (Elections Code § 9214.)

Given all options available to it under the Elections Code, at its regular January 20, 2015, meeting the Council requested a study be prepared analyzing the effect of the Citizen Initiative. The Council also directed that the City’s subcommittee work with the proponents to prepare an amended measure that could be supported by the City and

the Initiative proponents to go forward as a ballot measure, and to prepare a tolling agreement suspending the requirement to place the Citizen Initiative on the ballot as submitted. Such a tolling agreement has been reached between the proponents and the Town. Nonetheless, Town staff remains obligated to present the “30-day” report pursuant to Elections Code § 9214. This report provides the impact discussion in the following areas:

- A. Background Information
- B. Community Development
- C. Law Enforcement/Public Safety
- D. Town Finance
- E. Other Liability/Risk Issues

A. Legal Background

In 1996, the California voters approved the Compassionate Use Act. The Compassionate Use Act provides a defense to prosecution under state law for any person possessing or cultivating marijuana for medical purposes upon the written or oral recommendation of a physician. (Cal. Health & Safety (“H&S”) Code 11362.5.) In 2003, the State Legislature adopted SB 420, the Medical Marijuana Program, which extended such protections to persons with doctor recommendations who collectively or cooperatively cultivate marijuana for medical purposes (H&S Code 11362.775), and adopted various regulations on medical marijuana dispensaries (H&S Code 11362.768), among other items.

State law allows cities and counties to regulate the location and operation of medical marijuana dispensaries. (H&S Code 11362.83.) In fact, the California Supreme Court has ruled that cities even have the zoning authority to completely ban medical marijuana dispensaries. (*City of Riverside v. Inland Empire Patients Health & Wellness Center, Inc.* (2013) 56 Cal. 4th 729.) Following the *Riverside* case, several cities in California have decided to allow and regulate medical marijuana dispensaries. These include Oakland, Palm Springs, San Diego, San Francisco, Berkeley, Desert Hot Springs, and Cathedral City, among others. Los Angeles allows a certain number of grandfathered dispensaries. Long Beach is currently considering an ordinance to allow and regulate dispensaries.

Notwithstanding the above, under federal law, it is illegal to manufacture, distribute, dispense, or possess marijuana for any purpose. (21 U.S.C. 841 *et seq* & 812(c).) Any marijuana dispensary in California could be shut down and prosecuted by federal

authorities for violating federal law at any time. However, the United States Attorney General's Office indicated in an August 2013 memo that it is unlikely to pursue enforcement of federal drug laws against dispensaries in states that have decriminalized marijuana, as long as the dispensaries are in compliance with strong and effective state and local regulatory and enforcement systems to control the cultivation, distribution, possession, and sale of marijuana.

B. Community Development

Land use and zoning regulations are intended to address individual project impacts and to ensure compatibility with the existing surrounding and neighborhood built environment and potential future business operations. Each and every land use activity creates impacts, as well as physical and social characteristics which must be evaluated individually, and compatibility with surrounding land uses and neighborhood characteristics must always be taken into consideration.

The Town's Development Code and Zoning map combined establish allowable and conditionally allowable land use activities within each zone identified on the Town's Official Zoning Map. These Zoning designations and allowable/conditionally allowable land use listings are designed to address compatibility between existing and future residential, business, and public land uses throughout the Town. Additionally, the Town's Development Code establishes approval authority for all land use activities, including temporary and longer term business operations. These approval authorities include staff, the Planning Commission and Town Council, depending upon the type of permit approval being sought from the Town. Individual business activities occurring from a development site, regardless if operating from a new construction site or from an existing built location commonly result in vehicular trip generation, pedestrian traffic, the need for vehicle parking, lighting, security, signage, and utility services.

These factors can vary greatly based upon a proposed land use activity. Retail land uses, medical land uses, religion land uses, open lot land uses, industrial land uses, etc., all create varying impacts and compatibility issues with surrounding uses and neighborhoods. Establishing standards for compatibility may include distance separation of medical marijuana dispensaries from public or private parks, other public facilities including libraries, private and public schools, youth facilities or locations where organized youth programs are provided, public and private recreation and sports facilities, all require evaluation and potentially, establishment of physical distance separation standards from medical marijuana dispensaries. Dispensary operational

hours may impact surrounding business enterprises and customers to those business enterprises, and therefore limitations on hours of operation should be considered in all land use decisions.

Health and safety standards are implemented for all land use activities, including heating, ventilation, air conditioning, fire standards, ADA access, electrical power demands, as well as possible County of San Bernardino Health Department standards, depending upon the land use activity. Properly addressing these health and safety standards is addressed through implementation of the California Building Code as adopted and amended locally, as well as through special requirements that may be necessary based upon a land use activity, such as a medical marijuana dispensary.

C. Law Enforcement

The Yucca Valley Town Council has historically been committed to ensuring that public safety is a paramount priority to the citizens of this community. Accordingly, when potential legislation is either crafted by the Town Council, or presented to the voters of the Town, the Council routinely seeks input from Public Safety. In reviewing the proposed ordinance as submitted in the petition, the San Bernardino County Sheriff's Department – Morongo Basin Station has provided the following input. These comments are directly referencing specific sections of the proposed ordinance as originally drafted by the proponents.

Page 4

States the Department of the Treasury providing guidance to financial institutions seeking to provide banking serviced to medical marijuana related entities, thereby enhancing the availability of financial services for and the financial transparency of medical marijuana related entities.

Guidance from the Department of the Treasury is just that, "GUIDANCE". How will this actually equate to functionality? If this issue is not properly addressed, where will the money generated by the medical marijuana entities actually be stored? Will this make the medical marijuana related entities more susceptible to robbery?

To date, marijuana possession, sales, etc. is still a violation of federal law. There are banking regulations that severely punish financial institutions for "knowingly accepting deposits from drug trade". Even though medical marijuana is legal in the state of California, it is still illegal at the federal level. We do not currently know of any bank that would accept deposits from this type of business. If a local banking branch is to be utilized it is most likely something the bank manager has not considered or evaluated.

Page 6

States that according to the California State Board of equalization, state mandated medical marijuana collectives contribute millions of dollars annually in sales tax to the state of California.

Although this claim is often made, no hard proof or numbers are ever actually provided. The medical marijuana entities are almost entirely cash based operations and therefore no one is ever able to accurately determine how much revenue is generated in comparison to what is being reported. These problems are only compounded for the reasons previously stated in response to page #4.

Another interesting fact is that of the 6 identified medical marijuana entities presently operating in the city of Needles California, 5 of them are currently out of compliance with the payment of their medical marijuana business taxes.

Page 11

States at all times the medical marijuana dispensary is open for business, it shall provide at least one security guard who is licensed and possesses a valid California Department of Consumer Affairs, Bureau of Security and Investigative Services Department "security guard card" at all times.

Our greatest concern is will they be armed? Additionally, the employment of individual security guards is something that could frequently change without the knowledge of anyone other than the employer and the mere fact that a person has a guard card in their possession does not necessarily mean that the card is actually current and or valid. Will there be a process in place to determine the current status of the individuals guard card? Will there be a process in place to routinely follow up in checking the status of the individuals guard card? Will the department be kept advised in changes of personnel as they relate to security guards employed by medical marijuana entities so effective oversight can be maintained?

Page 12-J

States that a medical marijuana dispensary shall not store more than two hundred dollars in cash reserves overnight at the facility.

This means the daily proceeds will at some point be transported to another location. As pointed out in response to page 4, where will this location actually be and will the location create the potential for robbery and or violence? How will the proceeds be safely transported from the facility to the intended storage location?

Page 19-B

States that the number of exempted dispensaries within the town shall be limited to 1 per 10,000 town residents.

Perhaps this ratio should be looked at more closely. Out of every 10,000 residents in the town, how many are actually holders of medical marijuana cards? If the ratio in the draft is used we may end up with far more medical marijuana dispensaries than are actually necessary to service the actual number of cardholders.

Pending Legislation and other Legislative Advances

Lastly, please see the attached information concerning Assembly Bill 266 calling for substantial reform of Prop. 215, the Compassionate Use Act of 1996 and SB420 (Chapter 875, statutes of 2003). If this initiative passes and moves forward it will significantly change the playing field.

D. Financial Considerations

The financial impact of allowing medical marijuana dispensaries within the limits of the Town of Yucca Valley is not a simple equation. In regards to potential revenue, there are no current legislative actions in motion that will allow for a special excise tax on the product sold within the Town limits that would assist in determining a revenue stream. While the Town will receive limited sales tax on the project, there is also the question of how many people will purchase from the dispensaries, the pricing of the product, and the sales reporting consistency that would affect sales tax revenue. There is a potential for application fees to offset initial costs to the town, but those would be one-time revenues. Prior operations within the Town provided limited sales tax revenues to the Town. Exact disclosure of the amounts provided is protected under state law.

Contrary to the belief of many in the public, there is no "marijuana tax" mechanism in the proposed ordinance. In plain language, there is zero special revenue from the sales of medical marijuana as written. If the Town Council were inclined to propose a related tax on the product, it would have to do so through the drafting of a tax measure that would need to be submitted to the voters for their consideration. Barring the declaration of a financial emergency, the earliest that this could be done would be in the general election of November 2016. It is true that other communities do in fact have taxes levied upon the sales of medical marijuana, but that mechanism must be evaluated, proposed, drafted and voted upon separately from the current ordinance as drafted.

The Town will have administrative costs for monitoring the locations. These costs could be covered by permit fees that the locations would be responsible for renewing as well as an annual dispensary operation fee that many other municipalities have developed. The annual operation fee would be based on estimated costs for the Town to monitor the dispensaries to the standards determined in the ordinance. Under the current ordinance as proposed, there is little opportunity for recovery of actual costs. Depending on the level of Town involvement, oversight, public safety demand and other needs, the financial impact upon the Town could be significant. For example, if the Town experienced 250 hours of public safety response, that demand would cost the Town approximately \$27,000 in police services based on current Schedule A charges. Added together with administrative oversight, code enforcement, business registration, audit management and other tasks, an annual financial impact to the Town of \$75,000 to \$100,000 is not unreasonable. In summary, while the specifics of total costs are not known at this time, there will clearly be a substantial financial impact to the Town of Yucca Valley due to the operation of medical marijuana dispensaries within Town limits, with limited means of cost recovery.

E. Risk/Liability/Other Consideration

Other considerations that must be contemplated in such an operation center on the functional day to day operations of a dispensary. From hours of operation to physical location, each condition will impact the community in some form or fashion. Examples of concerns include the following as provided by the Town's Risk Management department:

- Patient age and access to shop – 18 years or older
- Hours – 8am to 7pm – What is appropriate?
- Mandatory Alarm system, burglar and fire
- Video Surveillance – if possible, recommending a system with a 14 day retention of video with face recognition
- Ample lighting around building for safety of patrons
- Background checks on all staff – Recommended 7 years without a felony or misdemeanor is that enough time? Possibly raise that to 10 years?
- Security Guard – it references the hiring of a guard but it does not indicate whether that person(s) will be armed. Also, most security guards are contracted so would the same guidelines for background checks be able to be imposed on a contracted employee.

- Entry into the facility – should it be required that they produce a valid medical marijuana card to be able to enter the establishment?
- Signage – Restricting it to be very basic, not have a leaf or character that may be appealing to children.

CONCLUSION:

While this report in no way attempts to capture and analyze each and every aspect of the proposed ordinance, it does provide substantial material for consideration. Accordingly, staff would advise that the Council consider carefully all aspects of the proposed ordinance as originally drafted. Many of the concerns raised in this report may be addressed through the Council's option to develop an alternative ordinance with the Initiative Proponents. In doing so, the Council would have a vehicle by which to include specific regulations that address the concerns identified, as well as others that may surface outside of this report. Such an ordinance would provide the Council with the most reasonable manner in which to ensure that these identified issues and others are incorporated in any measure that goes before Town voters.

Due to the number and scope of concerns listed in this report, short of a jointly developed initiative, staff would recommend that the Town Council consider an alternative ordinance that would be presented to the voters of the Town as a competing measure. In doing so, the Council would provide the voters with an alternative to the current ordinance as drafted, and would presumably be constructed to address the identified concerns and others in the most restrictive manner possible, and let the voters of the Town decide which ordinance is better suited for the community.

Attachments

The Medical Marijuana Dispensary Authorization and Regulation Initiative
US Department of Justice Memo
League of California Cities Position Letters
Miscellaneous Articles/Information

RECEIVED

SEP 08 2014

TOWN OF YUCCA VALLEY
TOWN CLERKS OFFICE

September 8, 2014

Yucca Valley Town Clerk
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Via Hand Delivery

Re: *Proposed Town Initiative*

Dear Town Clerk:

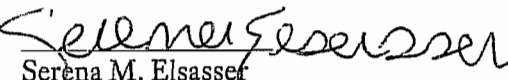
The undersigned are proponents of a proposed initiative in the Town of Yucca Valley. Enclosed are the following documents required to be filed prior to circulating the initiative:

1. Notice of intent to circulate petition and statement of reasons;
2. Affidavit of proponent Daniel Zanercik;
3. Affidavit of proponent Serena M. Elsassser; and
4. Full text of proposed initiative.

Pursuant to Elections Code §9203, the proponents hereby request that a ballot title and summary be prepared.

We apologize for any confusion that previous submissions may have caused. Thank you for your assistance in this matter. Please do not hesitate to contact us should you have any questions and/or comments relating to this matter.


Daniel Zanercik

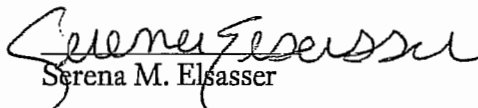

Serena M. Elsassser

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the Town of Yucca Valley for the purpose of enacting an ordinance to exempt from prohibition, restrict and limit the operation of medical marijuana dispensaries the Town of Yucca Valley. A statement of the reasons for the proposed action as contemplated in the petition is as follows:

The People of the Town of Yucca Valley, California, find that the intent of this ordinance is to exempt a limited number of medical marijuana dispensaries from the Town's prohibition on medical marijuana dispensaries, to make exempted medical marijuana dispensaries eligible for a business registration certificate, to advance local control, to restrict the location and operation of exempted medical marijuana dispensaries, and to impose civil and criminal sanctions for violation of these local requirements.


Daniel Zanercik


Serena M. Elsass

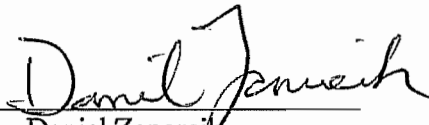
Affidavit of Proponent

Pursuant to Section 9608 of the California Elections Code, the following affidavit is submitted:

I, Daniel Zanercik, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on Sept 8, 2014, at San Bernardino County, California.



Daniel Zanercik

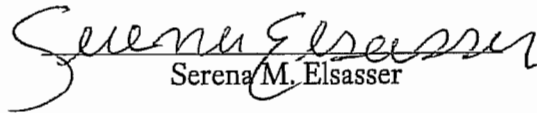
Affidavit of Proponent

Pursuant to Section 9608 of the California Elections Code, the following affidavit is submitted:

I, Serena M. Elsasser, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on Sept 8, 2014, at San Bernardino County, California.


Serena M. Elsasser

Notice of Intent to Circulate Petition

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the Town of Yucca Valley for the purpose of enacting an ordinance to exempt from prohibition, restrict and limit the operation of medical marijuana dispensaries the Town of Yucca Valley. A statement of the reasons for the proposed action as contemplated in the petition is as follows:

The People of the Town of Yucca Valley, California, find that the intent of this ordinance is to exempt a limited number of medical marijuana dispensaries from the Town's prohibition on medical marijuana dispensaries, to make exempted medical marijuana dispensaries eligible for a business registration certificate, to advance local control, to restrict the location and operation of exempted medical marijuana dispensaries, and to impose civil and criminal sanctions for violation of these local requirements.

The printed names, signatures, and residence addresses of the proponents are as follows:

Daniel Zanercik | Serena M. Elsasser

Signatures and residence addresses of the proponents are on file with the Town of Yucca Valley, Town Clerk.

Initiative Measure to Be Submitted Directly to the Voters

Text of the proposed initiative:

The Yucca Valley Medical Marijuana Limitation Act

Section 1 – Title.

This initiative shall be known and may be cited as the *Yucca Valley Medical Marijuana Limitation Act*.

Section 2 – Findings and declarations.

The People of the Town of Yucca Valley, California, find that the intent of this ordinance is to exempt a limited number of medical marijuana dispensaries from the Town’s prohibition on medical marijuana dispensaries, to make exempted medical marijuana dispensaries eligible for a business registration certificate, to advance local control, to restrict the location and operation of exempted medical marijuana dispensaries, and to impose civil and criminal sanctions for violation of these local requirements;

In 1996 California voters approved Proposition 215, the Compassionate Use Act. The People of the State of California declared that their purpose in enacting the ballot measure was, “to ensure that seriously ill Californians have the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person’s health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief.”;

Proposition 215 called on federal and state governments “to implement a plan to provide for the safe and affordable distribution of marijuana to all patients in medical need of marijuana.”;

In 2003, the California State Legislature enacted Senate Bill 420, codified in *Health and Safety Code, sections 11362.7 et seq.*, known as the Medical Marijuana Program Act. The Medical Marijuana Program Act clarified the scope of the Compassionate Use Act and promoted uniform and consistent application of Proposition 215 throughout the state by ensuring that seriously ill

Californians and their caregivers have access to medical marijuana through collective, cooperative cultivation projects;

The Medical Marijuana Program Act expanded limited criminal immunity to qualified marijuana patients and their primary caregivers by decriminalizing possession, furnishing, sale, cultivation, transportation, or possession for sale of marijuana, or for providing or maintaining a place for the manufacture, processing, storage, or distribution of marijuana;

In 2008, pursuant to *Health and Safety Code, section 11362.81, subd. (d)*, the California Attorney General issued Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Guidelines recognize and protect the rights of qualified patients, their designated primary caregivers, and medical marijuana collectives and cooperatives to access safe and affordable marijuana for medical purposes, by establishing reasonable parameters upon the manner in which medical marijuana may be cultivated while protecting public health, safety, and welfare;

In October 2009, the Office of the United States Attorney General released a memorandum that stated, “prosecution of individuals with cancer or other serious illnesses who use marijuana as part of a recommended treatment regimen consistent with applicable state law, or those caregivers in clear and unambiguous compliance with existing state law who provide such individuals with marijuana, is unlikely to be an efficient use of limited federal resources.”;

In 2010, the Medical Marijuana Program Act was amended to prohibit a medical marijuana “cooperative, collective, dispensary, operator, establishment, or provider,” other than a licensed residential or elder medical care facility, that is “authorized by law” to possess, cultivate, or distribute medical marijuana, and that “has a storefront or mobile retail outlet which ordinarily requires a local business license,” to be located within six hundred feet (600’) of a school. The 2010 amendment also made clear that nothing in the Medical Marijuana Program Act shall prevent a city or other local governing body from “adopting local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” or from the “the civil and criminal enforcement” of such ordinances;

In December 2011, the United States Attorney General, during a House Judiciary Committee hearing, testified to the effect that limited federal resources would not be used to prosecute medical marijuana entities operating within state laws;

In August 29, 2013, the Office of the United States Attorney General released a subsequent memorandum which once again advised that federal enforcement efforts against the seriously ill and their individual caregivers was not an efficient use of federal resources, and set forth an expectation that states and local governments which enacted laws authorizing marijuana related conduct will implement strong and effective regulatory and enforcement systems that address any threat those state laws could pose to public safety, public health, and other law enforcement interests;

On September 10, 2013, during a United States Senate Judiciary hearing, Deputy United States Attorney General James Cole testified that all United States Attorneys are required to comply with Office of the United States Attorney General's policies related to those states with medical marijuana laws, so that those medical marijuana entities complying with state and local laws and regulations are unlikely to threaten federal law enforcement priorities;

During the November 5, 2013, Town of Yucca Valley, California, Town Council Meeting, law enforcement for the Town of Yucca Valley confirmed the absence of nuisance and crime activities related to the sole medical marijuana dispensary then operating within the Town of Yucca Valley;

As recently as February 14, 2014, the Department of the Treasury provided guidance for financial institutions seeking to provide banking services to medical marijuana related entities, thereby enhancing the availability of financial services for, and the financial transparency of medical marijuana related entities;

On February 21, 2014, the California Police Chiefs Association dropped their prior policy of "unconditional opposition" to laws sanctioning medical marijuana related entities operating within California;

The People of the Town of Yucca Valley, California, support the right of qualified patients to use medical marijuana in accordance with the recommendation or approval of a licensed physician in good standing with the Medical Board of California, the Compassionate Use Act, the Medical Marijuana Program Act, the California Attorney General Guidelines, and the United States Departments of Justice and Treasury policies regarding state and local regulation of medical marijuana;

The People of the Town of Yucca Valley, California, recognize the need for a framework that effectively implements Proposition 215 by establishing local regulations consistent with the Compassionate Use Act, Medical Marijuana Program Act, and the California Attorney General Guidelines related to the cultivation, distribution and land use of medical marijuana dispensaries within the Town of Yucca Valley to ensure that seriously ill patients have suitable access to medication;

The People of the Town of Yucca Valley, California, strongly oppose law enforcement resources being used to arrest, prosecute, and incarcerate qualified patients and designated caregivers who use and provide medical marijuana in accordance with the Compassionate Use Act, the Medical Marijuana Program Act, and the California Attorney General Guidelines;

The People of the Town of Yucca Valley, California, support safe and orderly access to medical marijuana in a manner which protects qualified patients, designated caregivers, collectives, public health, public safety and the welfare of the community. The absence of a sufficient number of recognized medical marijuana collectives results in qualified patients and designated caregivers being denied legally recognized medication, or incurring the hardship and expense of traveling great distances to obtain their medicine;

The People of the Town of Yucca Valley, California, recognize that neither the Compassionate Use Act nor the Medical Marijuana Program Act sufficiently address local licensing, regulation, and land use restrictions related to medical marijuana collectives;

The People of the Town of Yucca Valley, California, recognize that in the absence of detailed state regulation, local governments must adopt policies and regulations to protect their

communities and ensure that their resident qualified patients have safe and adequate access to legally recognized medication;

The People of the Town of Yucca Valley, California, recognize that according to the California State Board of Equalization, state mandated medical marijuana collectives contribute millions of dollars annually in sales tax to the State of California.

The People of the Town of Yucca Valley, California, recognize that municipalities statewide have successfully imposed annual medical marijuana dispensary business fees based on a percentage of gross receipts. The fee based revenue supports much needed municipal services such as public safety, public health and welfare, and community education;

The People of the Town of Yucca Valley, California, recognize that medical marijuana collectives organized and operating as nonprofit mutual benefit corporations ensure the security of medical marijuana and safeguard against its diversion for non-medical purposes;

The People of the Town of Yucca Valley, California, finds that those nonprofit medical marijuana dispensaries that, prior to July 1, 2014, filed articles of incorporation with the California Secretary of State, obtained a California State Board of Equalization seller's permit to operate in the Town of Yucca Valley, and submitted an application to obtain a California State Department of Food and Agriculture license to sell nursery stock within the Town of Yucca Valley demonstrate a willingness to engage in lawful activity in full compliance with the Compassionate Use Act, the Medical Marijuana Program Act, and the Attorney General Guidelines, all of which reduce costs associated with local regulation and enforcement efforts.

NOW, THEREFORE, The People of the Town of Yucca Valley ordain as follows:

Section 3 - Amendment to Title 8, Division 4, Chapter 9, 84.090, of the Town of Yucca Valley Development Code.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 9, 84.090 of the Town of Yucca Valley Development Code shall be amended as follows. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

Chapter 84.090 Prohibited Businesses
Section 84.0901 Marijuana Dispensaries

A. Prohibition. The establishment or operation of a marijuana dispensary or medical 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 or medical 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. Medical marijuana dispensaries that have been provided with written notice from the Town Clerk indicating that its application submitted pursuant to section 84.10020 or 84.10025 is complete, shall be exempted from this prohibition and thus eligible for a business registration certificate, so long as said exempted medical marijuana dispensary remains in full compliance with each of the requirements and standards set forth in Chapter 84.100.

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” shall have the same definition as set forth in Health and Safety Code, section 11018.

“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.

“Medical marijuana dispensary” means a nonprofit clinic, cooperative, collective, club, business or group comprised of qualified patients and their designated primary caregivers, the sole intent of which is to provide education, referral, or network services, and to facilitate/assist in the lawful production, acquisition, and provision of medical marijuana to its qualified patient participants within the terms of the Compassionate Use Act and the Medical Marijuana Program Act, and is organized and operated in compliance with the Attorney General Guidelines.

Section 4 – Amendment to the Yucca Valley Development Code to add Title 8, Division 4, Chapter 10, 84.100.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 10, 84.100 of the Yucca Valley Development Code, is hereby added to read as follows. (Any underlined language is new and shall be inserted.):

Chapter 84.100 Medical Marijuana Limitation Act.

Sections:

84.10001 Authority and title.

- 84.10005 Scope of chapter.
- 84.10010 Definitions.
- 84.10015 Operating standards.
- 84.10020 Preferred exemption.
- 84.10025 Non-preferred exemption.
- 84.10030 Recognized exemption.

84.10001 Authority and title.

Pursuant to the authority granted by *Article XI, section 7* of the *California Constitution, Health and Safety Code, sections 11362.5 and 11362.7 et seq.*, and *Government Code, sections 37100 and 37101*, the People of the Town of Yucca Valley do enact this chapter, which shall be known and may be cited as the Town of Yucca Valley “Medical Marijuana Limitation Act.”

84.10005 Scope of chapter.

The operating standards established in this chapter apply to any site, facility, location, use, and nonprofit entity, including but not limited to a cooperative, collective, association, dispensary or other business, currently operating in the Town of Yucca Valley that cultivates, distributes, dispenses, stores, sells, exchanges, processes, delivers, or gives away marijuana for medical purposes to qualified patients, health care providers, patients’ primary caregivers, or physicians, pursuant to *Health and Safety Code, section 11362.5* (adopted as Proposition 215, the Compassionate Use Act of 1996) or any state regulations adopted in furtherance thereof. Any such nonprofit entity shall, within the Town of Yucca Valley, operate in conformance with the standards set forth in Section 84.10015 to assure compliance with California law and to mitigate any adverse secondary effects from said operations.

84.10010 Definitions.

For purposes of this chapter, the following words and phrases shall mean:

“Exempted medical marijuana dispensary” means a medical marijuana dispensary that has been provided written notice from the Town Clerk indicating that its application pursuant to section 84.10020 or 84.10025 has been deemed complete, is exempt from the prohibition described in section 84.0901, and is eligible for a business registration certificate, so long as it remains in full compliance with each of the requirements and standards set forth in section 84.100.

“Cutting” means a cut from a medical marijuana plant that is no more than one foot in length and that can be used to grow another marijuana plant in a different location.

“Marijuana” shall have the same definition as set forth in Health and Safety Code, section 11018.

“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.

“Medical marijuana” means marijuana including all marijuana products, infusions, and concentrates containing the active ingredients of the marijuana plant used for medical purposes in accordance with the Compassionate Use Act and the Medical Marijuana Program Act.

“Medical marijuana dispensary” means a nonprofit clinic, cooperative, collective, club, business or group comprised of qualified patients and their designated primary caregivers, the sole intent of which is to provide education, referral, or network services, and to facilitate/assist in the lawful production, acquisition, and provision of medical marijuana to its qualified patient participants within the terms of the Compassionate Use Act and the Medical Marijuana Program Act, and is organized and operated in compliance with the attorney General Guidelines.

“Physician” shall have the same definition as set forth in Health and Safety Code, section 11362.7, subd. (a).

“Preferred Exemption” means a medical marijuana dispensary that has Articles of Incorporation file stamped by the California Secretary of State on or before the date of July 1,

2014, a valid California State Board of Equalization Seller's Permit issued on or before the date of July 1, 2014, for operation at a location within the Town of Yucca Valley, and a State of California, Department of Food and Agriculture application for a license to sell nursery stock within the Town of Yucca Valley and proof said application was submitted to and received by the California Department of Food and Agriculture on or before the date of July 1, 2014.

84.10015 Operating standards.

Each exempted medical marijuana dispensary must comply with the following minimum requirements, in addition to other requirements imposed by the Town of Yucca Valley Development and Municipal Codes.

A. At all times the medical marijuana dispensary is open for business, it shall provide at least one security guard who is licensed and possesses a valid California Department of Consumer Affairs, Bureau of Security and Investigative Services Department "security guard card" at all times.

B. The security guard and dispensary personnel shall monitor the medical marijuana dispensary facility and its immediate vicinity to assure that patrons leave the site without delay and do not consume medical marijuana at or in the vicinity of the dispensary including, but not limited to, the parking lot.

C. Signage shall be limited to one wall sign in compliance with the Town of Yucca Valley Development Code, and shall not be externally or internally illuminated.

D. No recommendation from a physician for medical marijuana shall be issued on-site.

E. There shall be no on-site sales of alcohol, tobacco, pipes, papers, water pipes, vaporizers or other paraphernalia, and no on-site consumption of food, alcohol, tobacco or marijuana by patrons.

F. Hours of operation shall be limited to 8:00 A.M. to 9:00 P.M. daily.

G. A medical marijuana dispensary shall only dispense medical marijuana to qualified patients and their caregivers as defined by California Health and Safety Code § 11362.5 (Proposition 215). A medical marijuana dispensary shall only dispense medical marijuana to such qualified patients that possess an original valid physician's recommendation, not more than one year old, for medical marijuana use by the patient.

H. A medical marijuana dispensary shall notify patrons of the following, through both the posting of a sign in a conspicuous location, and by oral notification by the dispensary operator:

1. Use of medical marijuana shall be limited to the patient identified on the physician's recommendation. Secondary sale, barter or distribution of medical marijuana is a crime and can lead to arrest.

2. Loitering on and around the dispensary site is prohibited by California Penal Code, section 647(e) and patrons must immediately leave the site and not consume medical marijuana in the vicinity of the dispensary, on the property or in the parking lot.

3. Forgery of medical documents is a felony crime.

4. A warning that patrons may be subject to prosecution under federal marijuana laws.

5. Use of medical marijuana may impair a person's ability to drive a motor vehicle or operate machinery.

I. A medical marijuana dispensary shall not provide medical marijuana to any individual in an amount not consistent with personal medical use.

J. A medical marijuana dispensary shall not store more than two hundred dollars in cash reserves overnight at the facility.

K. A medical marijuana dispensary shall require a parent or legal guardian to accompany any patient under eighteen years of age.

L. A medical marijuana dispensary shall provide the name and phone number of an on-site staff person to the Yucca Valley Police Department for notification if there are operational problems with the establishment.

M. All dispensary operators shall complete a criminal background check, including a Live Scan, prior to issuance of a business license or approval of any entitlement of use, including but not limited to a business registration certificate.

N. Medical marijuana shall not be grown at medical marijuana dispensary facilities, except that cuttings of the medical marijuana plant may be kept or maintained on-site for distribution to qualified patient and their primary caregivers to cultivate medical marijuana plants off-site and to return medical marijuana from the resulting mature plant for distribution by the dispensary.

O. A medical marijuana dispensary shall comply with the applicable provisions of the California Health and Safety Code, sections 11362.5 through 11362.83, the Yucca Valley Development Code, and the Yucca Valley Municipal Code.

P. If food is distributed at the facility, the medical marijuana dispensary shall comply with all relevant state laws and town ordinances pertaining to the preparation, distribution and sale of food.

84.10020 Preferred Exemption.

A. Within thirty (30) calendar days following the date of enactment of Chapter 84.100, the Town Clerk shall cause to be prepared an application form for use by medical marijuana dispensaries applying for preferred exemption.

B. The preferred exemption application form shall require the medical marijuana dispensary to attach a copy of its:

1. Articles of Incorporation file stamped by the California Secretary of State on or before the date of July 1, 2014;

2. A valid California State Board of Equalization Seller's Permit issued on or before the date of July 1, 2014, for operation at a location within the Town of Yucca Valley;

3. A State of California, Department of Food and Agriculture application for a license to sell nursery stock within the Town of Yucca Valley and proof said application was submitted to and received by the California Department of Food and Agriculture on or before the date of July 1, 2014; and

4. Reliable proof obtained pursuant to section 84.10015, subd. (M) that no medical marijuana dispensary operator has been convicted of a felony within seven years of the date of preferred exemption application.

C. Thirty-one (31) calendar days following the date of enactment of Chapter 84.100, the Town Clerk shall begin accepting applications for preferred exemption. No medical marijuana dispensary shall submit more than one application for preferred exemption.

D. The initial period for accepting applications for preferred exemption shall be limited to fifteen (15) business days.

E. The Town Clerk shall ensure that each application for preferred exemption received during the initial fifteen (15) business day period is date and time stamped, and processed in the order in which it was received.

F. Any application for preferred exemption submitted after the Town Clerk has issued written notices of completion of application for preferred exemption to the maximum number of medical marijuana dispensaries, as set forth in section 84.10030, shall be rejected. The Town Clerk shall resume accepting preferred exemption applications once the total number of medical marijuana dispensaries with recognized exemption falls below the limit set forth in section 84.10030.

G. Any application for preferred exemption submitted by a medical marijuana dispensary which does not fully comply with the requirements set forth herein shall be rejected.

H. Any application for preferred exemption with a proposed medical marijuana dispensary facility not located within a commercial or industrial land use, as set forth in Title 8, Division 4, of the Yucca Valley Development Code, shall be rejected.

I. Within ten (10) business days following the expiration of the initial period for accepting preferred exemption application(s), the Town Clerk shall determine if the application for preferred exemption is complete, and shall either:

1. Notify the applicant in writing that the application for preferred exemption is complete; or

2. Notify the applicant in writing that the application for preferred exemption is incomplete, and set forth the reason(s) therefore, including all additional information and documentation necessary to render the application complete.

J. The applicant shall have fifteen (15) business days from the date of notice of incomplete application to submit all additional information and documentation identified by the Town Clerk to complete the application for preferred exemption. Any amended application for preferred exemption shall maintain the original date and time stamp in the order in which it was received, as set forth in section 84.10020, subd. (E).

K. Within ten (10) business days following receipt of an amended application for preferred exemption status, the Town Clerk shall determine whether the application is complete, and shall either:

1. Notify the applicant in writing that the amended application for preferred exemption is complete; or

2. Notify the applicant in writing that the amended application for preferred exemption is incomplete, and set forth the reason(s) therefore, including all additional information and documentation necessary to render the amended application complete.

L. The applicant shall have fifteen (15) business days from the date of notice of incomplete amended application to submit all additional information and documentation identified by the Town Clerk to complete the amended application for preferred exemption. Any

amended application for preferred exemption pursuant to section 84.10020, subd. (J) shall maintain the original date and time stamp in the order in which it was received, as set forth in section 84.10020, subd. (E).

M. Within ten (10) business days following receipt of an amended application for preferred exemption, as set forth in section 84.10020, subd. (J), the Town Clerk shall determine whether the application is complete, and shall either:

1. Notify the applicant in writing that the application for preferred exemption is complete; or
2. Notify the applicant in writing that the application for preferred exemption remains incomplete, setting forth the reasons therefore, and shall be considered rejected and null and void.

N. Nothing shall prevent a medical marijuana dispensary that applied for preferred exemption but was rejected from thereafter submitting an application for a non-preferred exemption, as set forth in section 84.10025.

84.10025 Non-preferred exemption.

A. Within thirty (30) calendar days following the date of enactment of Chapter 84.100, the Town Clerk shall cause to be prepared an application form for use by medical marijuana dispensaries applying for non-preferred exemption.

B. The application for non-preferred exemption shall require the medical marijuana dispensary to attach a copy of its:

1. Articles of Incorporation file stamped by the California Secretary of State;
2. A California State Board of Equalization Seller's Permit issued for operation at a location within the Town of Yucca Valley;
3. A State of California, Department of Food and Agriculture

application for a license to sell nursery stock within the Town of Yucca Valley and proof said application was submitted to and received by the California Department of Food and Agriculture; and

4. Reliable proof obtained pursuant to section 84.10015, subd. (M) that no medical marijuana dispensary operator has been convicted of a felony within seven years of the date of non-preferred exemption application.

C. One hundred and eighty (180) calendar days following the date of enactment of Chapter 84.100, the Town Clerk shall begin accepting applications for non-preferred exemption.

D. The Town Clerk shall ensure that each application for non-preferred exemption is date and time stamped, and processed in the order in which it was received.

E. Any medical marijuana dispensary application for non-preferred exemption submitted after the Town Clerk has issued written notices of completion of application for exemption to the maximum number of medical marijuana dispensaries, as set forth in section 84.10030, shall be rejected. The Town Clerk shall resume accepting applications, pursuant to section 84.10025 once the total number of medical marijuana dispensaries with recognized exemption falls below the maximum limit set forth in section 84.10030.

F. Any application for non-preferred exemption submitted by a medical marijuana dispensary which does not fully comply with the requirements set forth in Section 84.10025 shall be rejected.

G. Any application for non-preferred exemption with a proposed medical marijuana dispensary facility not located within a commercial or industrial land use as set forth in Title 8, Division 4, of the Yucca Valley Development Code, shall be rejected.

H. Within ten (10) business days following application for non-preferred exemption, the Town Clerk shall determine if the application is complete, and shall either:

1. Notify the applicant in writing that the application for non-preferred exemption is complete; or

2. Notify the applicant in writing that the application for non-preferred exemption is incomplete, and set forth the reason(s) therefore, including all additional information and documentation necessary to render the application complete.

I. The applicant shall have fifteen (15) business days from the date of notice of incomplete application for non-preferred exemption to submit all additional information and documentation identified by the Town Clerk to complete the application. Any amended application for non-preferred exemption shall maintain the original date and time stamp in the order in which it was received, as set forth in section 84.10025, subd. (D).

J. Within ten (10) business days following receipt of an amended application for non-preferred exemption, the Town Clerk shall determine whether the application is complete, and shall either:

1. Notify the applicant in writing that the amended application for non-preferred exemption is complete; or

2. Notify the applicant in writing that the amended application for non-preferred exemption is incomplete and set forth the reason(s) therefore, including all additional information and documentation necessary to render the application complete.

K. The applicant shall have fifteen (15) business days from the date of notice of incomplete amended application for non-preferred exemption, as set forth in section 84.10025, subd. (I) to submit all additional information and documentation identified by the Town Clerk to complete the application. Any such amended application for non-preferred exemption shall maintain the original date and time stamp in the order in which it was received, as set forth in section 84.10025, subd. (D).

L. Within ten (10) business days following receipt of an amended application for non-preferred exemption, set forth in section 84.10025, subd. (I), the Town Clerk shall determine whether the application is complete, and shall either:

1. Notify the applicant in writing that the application for non-preferred exemption is complete; or

2. Notify the applicant in writing that the application for non-preferred exemption remains incomplete, setting forth the reasons therefore, and shall be considered rejected and null and void.

84.10030 Recognized exemption.

A. A medical marijuana dispensary that has been provided with written notice from the Town Clerk indicating that its application pursuant to sections 84.10020 or 84.10025 has been deemed complete, shall be exempt from the prohibition described in section 84.0901, and shall be eligible for a business registration certificate, so long as said exempted medical marijuana dispensary remains in full compliance with each of the requirements and standards set forth in Chapter 84.100; and

B. The number of exempted medical marijuana dispensaries within the Town shall be limited to one (1) per ten thousand (10,000) Town residents. This number shall increase with each additional ten thousand Town residents, such that for twenty thousand (20,000) Town residents the number of medical marijuana dispensaries would be limited to two (2), for thirty thousand (30,000) Town residents the number would be limited to three (3) medical marijuana dispensaries, and so on. The population figures to be used shall be those most recently determined and promulgated by the California Department of Finance for cities, counties and states.

Section 5 – Amendment to Title 8, Division 4, Chapter 3, Section 84.0350, General Commercial (CG) District, Land Use Chart of the Town of Yucca Valley Development Code to Designate the Following Land Use.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 3, Section 84.0350, General Commercial (CG) District land use table, of the Town of Yucca Valley Development Code, shall be amended to add the following land use designation. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

Land Use Classification	General Commercial (CG)	Additional Regulations
...		
<u>Medical Marijuana Dispensary</u>	NP	(5)
...		
	FOOTNOTES:	
...		
<p>(5) Refer to <u>the Medical Marijuana Limitation Act Prohibited Businesses</u>, Yucca Valley Development Code, § 84.0901 <u>Chapter 84.100</u>.</p>		

Section 6 – Amendment to Title 8, Division 4, Chapter 3, Section 84.0340, Neighborhood Commercial (CN) District, Land Use Chart of the Town of Yucca Valley Development Code to Designate the Following Land Use.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 3, Section 84.0340, Neighborhood Commercial (CN) District land use table, of the Town of Yucca Valley Development Code, shall be amended to add the following land use

designation. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

Land Use Classification	Neighborhood Commercial (CN)	Additional Regulations
...		
...		
<u>Medical Marijuana Dispensary</u>	NP	(5)
...	FOOTNOTES:	
...		
(5) Refer to <u>the Medical Marijuana Limitation Act Prohibited Businesses</u> , Yucca Valley Development Code, § 84.0901 <u>Chapter 84.100</u> .		

Section 7 – Amendment to Title 8, Division 4, Chapter 3, Section 84.0305, Hillside Reserve (R-HR) District, Land Use Chart of the Town of Yucca Valley Development Code to Designate the Following Land Use.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 3, Section 84.0305, Hillside Reserve (R-HR) District land use table, of the Town of Yucca Valley Development Code, shall be amended to add the following land use designation. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

Land Use Classification	General Commercial (H-HR)	Additional Regulations
...		
<u>Medical Marijuana Dispensary</u>	NP	(5)
...		
...	FOOTNOTES:	
(5) Refer to the <u>Medical Marijuana Limitation Act Prohibited Businesses</u> , Yucca Valley Development Code, § 84.0901 Chapter 84.100.		

Section 8 – Amendment to Title 8, Division 4, Chapter 3, Section 84.0335, Office Commercial (CO) District Town of Yucca Valley Development Code to Designate the Following Land Use.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 3, Section 84.0335, Office Commercial (CO) District of the Town of Yucca Valley Development Code, shall be amended to add the following land use designation. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

84.0335 Office Commercial (CO) District.

This Office Commercial (CO) District shall be located as specified by the San Bernardino County General Plan.

(a) PERMITTED LAND USES.

- (1) Row, Field, Tree and Nursery Crop Cultivation.
- (2) Accessory Uses as specified by Chapter 5 of this Division.

(3) Medical Marijuana Dispensaries as specified by Chapter 10 84.100 of this Division entitled the Medical Marijuana Limitation Act.

...

~~(f) NON PERMITTED LAND USES.~~

~~(1) Medical Marijuana Dispensary.~~

...

Section 9 - Amendment to Title 8, Division 4, Chapter 3, Section 84.0355, Service Commercial (CS) District, of the Town of Yucca Valley Development Code.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 3, Section 84.0355, Service Commercial (CS) District, of the Town of Yucca Valley Development Code shall be amended to add the following land use designation. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

84.0355 Service Commercial (CS) District.

The Service Commercial (CS) District shall be located as specified by the San Bernardino County General Plan.

(a) PERMITTED LAND USES.

(1) Row, Field, Tree and Nursery Crop Cultivation.

(2) Accessory Uses as specified by Chapter 5 of this Division.

(3) Medical Marijuana Dispensaries as specified by Chapter 10 84.100 of this Division entitled the Medical Marijuana Limitation Act.

...

~~(f) NON PERMITTED LAND USES.~~

~~(1) Medical Marijuana Dispensary.~~

...

Section 10 – Amendment to Title 8, Division 4, Chapter 3, Section 84.0370, Community Industrial (IC) District Town of Yucca Valley Development Code to Designate the Following Land Use.

The People of the Town of Yucca Valley do hereby enact and ordain that Title 8, Division 4, Chapter 3, Section 84.0370, Community Industrial (IC) District of the Town of Yucca Valley Development Code, shall be amended to add the following land use designation. (Any underlined language is new and shall be inserted, whereas any strike-through language is existing language to be deleted.):

84.0370 Community Industrial (IC) District.

The Community Industrial (IC) District shall be located as specified by the San Bernardino County General Plan.

(a) PERMITTED LAND USES.

- (1) Row, Field, Tree and Nursery Crop Cultivation.
- (2) Accessory Uses as specified by Chapter 5 of this Division.
- (3) Medical Marijuana Dispensaries as specified by Chapter 10 84.100 of this Division entitled the Medical Marijuana Limitation Act.

...

~~**(e) NON PERMITTED LAND USES.**~~

- ~~(1) Medical Marijuana Dispensary.~~

...

Section 11 – Statewide Regulation.

This initiative ordinance, and the provisions herein, shall be read consistent with any statewide regulation of medical marijuana that is promulgated by the legislature or by voter approval in the future. In the event statewide regulation is passed pursuant to the

decriminalization or legalization, for recreational use, of marijuana, this initiative ordinance shall govern the conduct of those businesses allowed to distribute marijuana under such provisions.

Section 12 - Amendment and Repeal.

The code provisions added by, amended by, or contained in this initiative ordinance may be amended only to further its purposes by ordinance passed by a majority vote of the Yucca Valley Town Council and approved by the Mayor. The code provisions added by, amended by, or contained in this initiative ordinance shall not be repealed, except by an ordinance adopted by a vote of the electors.

Section 13 - Special or Regular Election.

The voters of the Town of Yucca Valley hereby expressly request that this initiative be set for a special or regular election at the earliest time allowable by law.

Section 14 - Severability.

Should any provision of this initiative ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, voidable, or invalid, that determination shall have no effect on any other provision, or the application of this initiative to any other person or circumstance and, to that end, the provisions hereof are severable. By approving this ordinance the voters intend that each section and sub-section be explicitly severable, part-by-part, phrase-by-phrase, and word-by-word, thus that the minimum language held invalid be severed.

Section 15 - Effective Date.

After its adoption by the voters, this ordinance shall be in full force and effect ten (10) days after the vote is declared by the legislative body.

Section 16 - Competing Measures.

In the event that this measure and another measure or measures relating to the regulation of medical marijuana in the Town of Yucca Valley appear on the same ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes required to pass than the other measure or measures, the provisions of this measure shall prevail in their entirety over the competing measure or measures, and the competing measure or measures shall be null and void.



U.S. Department of Justice


Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

August 29, 2013

MEMORANDUM FOR ALL UNITED STATES ATTORNEYS

FROM: James M. Cole 
Deputy Attorney General

SUBJECT: Guidance Regarding Marijuana Enforcement

In October 2009 and June 2011, the Department issued guidance to federal prosecutors concerning marijuana enforcement under the Controlled Substances Act (CSA). This memorandum updates that guidance in light of state ballot initiatives that legalize under state law the possession of small amounts of marijuana and provide for the regulation of marijuana production, processing, and sale. The guidance set forth herein applies to all federal enforcement activity, including civil enforcement and criminal investigations and prosecutions, concerning marijuana in all states.

As the Department noted in its previous guidance, Congress has determined that marijuana is a dangerous drug and that the illegal distribution and sale of marijuana is a serious crime that provides a significant source of revenue to large-scale criminal enterprises, gangs, and cartels. The Department of Justice is committed to enforcement of the CSA consistent with those determinations. The Department is also committed to using its limited investigative and prosecutorial resources to address the most significant threats in the most effective, consistent, and rational way. In furtherance of those objectives, as several states enacted laws relating to the use of marijuana for medical purposes, the Department in recent years has focused its efforts on certain enforcement priorities that are particularly important to the federal government:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

These priorities will continue to guide the Department's enforcement of the CSA against marijuana-related conduct. Thus, this memorandum serves as guidance to Department attorneys and law enforcement to focus their enforcement resources and efforts, including prosecution, on persons or organizations whose conduct interferes with any one or more of these priorities, regardless of state law.¹

Outside of these enforcement priorities, the federal government has traditionally relied on states and local law enforcement agencies to address marijuana activity through enforcement of their own narcotics laws. For example, the Department of Justice has not historically devoted resources to prosecuting individuals whose conduct is limited to possession of small amounts of marijuana for personal use on private property. Instead, the Department has left such lower-level or localized activity to state and local authorities and has stepped in to enforce the CSA only when the use, possession, cultivation, or distribution of marijuana has threatened to cause one of the harms identified above.

The enactment of state laws that endeavor to authorize marijuana production, distribution, and possession by establishing a regulatory scheme for these purposes affects this traditional joint federal-state approach to narcotics enforcement. The Department's guidance in this memorandum rests on its expectation that states and local governments that have enacted laws authorizing marijuana-related conduct will implement strong and effective regulatory and enforcement systems that will address the threat those state laws could pose to public safety, public health, and other law enforcement interests. A system adequate to that task must not only contain robust controls and procedures on paper; it must also be effective in practice. Jurisdictions that have implemented systems that provide for regulation of marijuana activity

¹ These enforcement priorities are listed in general terms; each encompasses a variety of conduct that may merit civil or criminal enforcement of the CSA. By way of example only, the Department's interest in preventing the distribution of marijuana to minors would call for enforcement not just when an individual or entity sells or transfers marijuana to a minor, but also when marijuana trafficking takes place near an area associated with minors; when marijuana or marijuana-infused products are marketed in a manner to appeal to minors; or when marijuana is being diverted, directly or indirectly, and purposefully or otherwise, to minors.

must provide the necessary resources and demonstrate the willingness to enforce their laws and regulations in a manner that ensures they do not undermine federal enforcement priorities.

In jurisdictions that have enacted laws legalizing marijuana in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities set forth above. Indeed, a robust system may affirmatively address those priorities by, for example, implementing effective measures to prevent diversion of marijuana outside of the regulated system and to other states, prohibiting access to marijuana by minors, and replacing an illicit marijuana trade that funds criminal enterprises with a tightly regulated market in which revenues are tracked and accounted for. In those circumstances, consistent with the traditional allocation of federal-state efforts in this area, enforcement of state law by state and local law enforcement and regulatory bodies should remain the primary means of addressing marijuana-related activity. If state enforcement efforts are not sufficiently robust to protect against the harms set forth above, the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms.

The Department's previous memoranda specifically addressed the exercise of prosecutorial discretion in states with laws authorizing marijuana cultivation and distribution for medical use. In those contexts, the Department advised that it likely was not an efficient use of federal resources to focus enforcement efforts on seriously ill individuals, or on their individual caregivers. In doing so, the previous guidance drew a distinction between the seriously ill and their caregivers, on the one hand, and large-scale, for-profit commercial enterprises, on the other, and advised that the latter continued to be appropriate targets for federal enforcement and prosecution. In drawing this distinction, the Department relied on the common-sense judgment that the size of a marijuana operation was a reasonable proxy for assessing whether marijuana trafficking implicates the federal enforcement priorities set forth above.

As explained above, however, both the existence of a strong and effective state regulatory system, and an operation's compliance with such a system, may allay the threat that an operation's size poses to federal enforcement interests. Accordingly, in exercising prosecutorial discretion, prosecutors should not consider the size or commercial nature of a marijuana operation alone as a proxy for assessing whether marijuana trafficking implicates the Department's enforcement priorities listed above. Rather, prosecutors should continue to review marijuana cases on a case-by-case basis and weigh all available information and evidence, including, but not limited to, whether the operation is demonstrably in compliance with a strong and effective state regulatory system. A marijuana operation's large scale or for-profit nature may be a relevant consideration for assessing the extent to which it undermines a particular federal enforcement priority. The primary question in all cases – and in all jurisdictions – should be whether the conduct at issue implicates one or more of the enforcement priorities listed above.

As with the Department's previous statements on this subject, this memorandum is intended solely as a guide to the exercise of investigative and prosecutorial discretion. This memorandum does not alter in any way the Department's authority to enforce federal law, including federal laws relating to marijuana, regardless of state law. Neither the guidance herein nor any state or local law provides a legal defense to a violation of federal law, including any civil or criminal violation of the CSA. Even in jurisdictions with strong and effective regulatory systems, evidence that particular conduct threatens federal priorities will subject that person or entity to federal enforcement action, based on the circumstances. This memorandum is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter civil or criminal. It applies prospectively to the exercise of prosecutorial discretion in future cases and does not provide defendants or subjects of enforcement action with a basis for reconsideration of any pending civil action or criminal prosecution. Finally, nothing herein precludes investigation or prosecution, even in the absence of any one of the factors listed above, in particular circumstances where investigation and prosecution otherwise serves an important federal interest.

cc: Mythili Raman
Acting Assistant Attorney General, Criminal Division

Loretta E. Lynch
United States Attorney
Eastern District of New York
Chair, Attorney General's Advisory Committee

Michele M. Leonhart
Administrator
Drug Enforcement Administration

H. Marshall Jarrett
Director
Executive Office for United States Attorneys

Ronald T. Hosko
Assistant Director
Criminal Investigative Division
Federal Bureau of Investigation



February 10, 2015

The Honorable Ken Cooley
California State Assembly
State Capitol, Room 3146
Sacramento, CA 95814

Dear Assemblyman Cooley:

Assembly Bill 266 is co-sponsored by the California Police Chiefs Association and the League of California Cities. The policy underlying this bill is the need for substantial reform of California's medical marijuana program as defined by the Compassionate Use Act of 1996 (Proposition 215) and SB 420 (Chapter 875, Statutes of 2003). There is also a pressing need for a robust regulatory and enforcement framework in the wake of clear signals from the U.S. Department of Justice that such a framework be established in any state allowing medical marijuana. Although initially presented to voters as another medical remedy for patients in need, the implementation of Proposition 215 has been marked by chaos, defined by no statewide regulatory framework in the nearly twenty years since, and period litigation on the meaning of the initiative and the extent of local control.

Among the most troublesome issues with Proposition 215 are the non-existent quality controls for consumers with respect to potency and the presence of carcinogenic pesticides or other contaminants; and retail outlets and cultivation sites that often become potential magnets for criminal activity and the ability of virtually anyone to obtain a medical marijuana recommendation from a compliant doctor.

Assembly Bill 266 establishes an improved regulatory structure to ensure that Prop. 215 works as originally envisioned to assist patients with legitimate medical needs, in a manner that comports with the needs of law enforcement, local governments, patient advocates, local community organizations, and medical professionals.

As police chiefs and local government leaders, we believe it is time to address the flaws associated with Proposition 215 implementation in a responsible, realistic and health-based fashion while also protecting the needs of legitimate medical patients. Both the California Police Chiefs and the League of California Cities commend you for introducing this legislation, which seeks to build upon SB 1262 (Correa, 2014) and to benefit from the lessons learned as a result of that effort.

Specifically, Assembly Bill 266 does the following:

1. Protects local control providing that the state will issue a conditional license only after running a background check and establishing proof of the applicants' residency; the actual permit to operate will be issued by local governments.
2. Requires the existence of a doctor-patient relationship in connection with medical marijuana recommendations, and prohibits physicians from having a financial interest in any marijuana business.
3. Provides that all medical marijuana sold in California shall be subject to the uniform health and safety standards, requiring regular, mandatory random sample testing.
4. Provides for state-certified testing laboratories to be the only entities authorized to perform the testing, and provides a standard for state certification.
5. Provides that all medical marijuana facilities, and all forms of commercial transport of marijuana shall be subject to security standards, including mandatory inventory procedures which will include non-diversion protocols.
6. Ends the cooperative and collective model by establishing sourcing requirements, under which all medical marijuana facilities must obtain marijuana only from licensed cultivation sites using licensed transporting entities.
7. Ensures patient access by providing for staggered implementation dates for the sourcing requirements.
8. Incorporates a labor peace agreement allowing organization of marijuana facility employees in return for no-strike agreements, and establishes an apprenticeship program.
9. Absolutely protects the local regulatory protocol reflected by Measure D in Los Angeles.
10. Opens up a revenue stream for environmental enforcement at cultivation sites, by earmarking a portion of cultivation license fees for that purpose.

The provisions contained in AB 266 are the result of many months of painstaking crafting and re-crafting of language arising from both the evolution of last year's SB 1262 and the lessons learned since. Input was obtained from individual law enforcement professionals, municipal law attorneys, medical professionals, patient advocates, marijuana advocacy organizations, testing labs, community-based organizations, as well Cal Chiefs and the League of Cities both making exhaustive examination into best practices from across the United States.

Sincerely,



Chris McKenzie
Executive Director
League of California Cities



Chief Christopher Boyd
President
California Police Chiefs Association

Comparison of Medical Marijuana Legislation

Current Law, Recent Bills, and Police Chiefs/League-Sponsored Bill (Cooley)

	Current Law	Recent (2013-14) Legislation ¹	League-Chiefs 2015 Sponsored Bill (Cooley) ²
Local Control	Yes, but it is tenuous. <i>Riverside v. Inland Empire</i> (Cal. Supreme Ct. case) – upholds local bans, but the court’s decision invited the Legislature to take further action to clarify law; periodic litigation prevails.	No. All bills sought to override local control, with exception of AB 473 (Ammiano, 2013) – protected local control with strong anti-pre-emption language (Health & Safety Sec. 11362.83). AB 1894 (Ammiano, 2014) pre-empted local ordinances.	Yes. Unconditionally upholds local control by allowing the state to issue a conditional license only. The actual license to operate will be issued by local governments according to local ordinances.
Public Safety (Diversion)	Diversion generally prohibited under Compassionate Use Act and Health & Safety Sec. 11362.5(b)(2), but no specific provisions of law regulate dispensaries to help prevent it.	AB 1894 required regulations for an inventory system and entailed testing requirements, but failed to specify what was to be done with non-compliant marijuana.	Specifies required security procedures at MM facilities, including secure storage of product; detailed procedures for transport and inventorying of product.
Public Safety (Security Standards)	Non-Existent	AB 1894 required unspecified procedures for limiting access to facilities; also required businesses to maintain accurate roster of employees	Requires a series of detailed security measures at dispensaries to enhance safety of employees and patients/customers
Regulation of Doctors	Prop. 215 prohibits professional licensing boards from disciplinary or other action vs. doctors solely for issuing MM recommendations; further regulation dependent entirely on action on complaints by CA Medical Board	Dependent on action on complaints by CA Medical Board (CMB); SB 439 (Steinberg, 2013) directed CMB to prioritize investigation of doctors recommending MM w/out patient exam; expanded definition of unprofessional conduct.	Requires marijuana recommendations to arise from a doctor-patient relationship (consistent with 20 other states). Prohibits doctors from having a financial interest in a marijuana business.

¹ This includes the recently introduced AB 26 (Jones-Sawyer), which is identical to AB 1894 (Ammiano).

² The Cooley legislation will be very similar to SB 1262 (Correa, 2014), which promoted local control, public safety and public health requirements.

	Current Law	Recent (2013-14) Legislation	League-Chiefs 2015 Sponsored Bill (Cooley)
State Licensing Authority	Non-Existent (But SB 420 (2003) authorized Dept. of Public Health to administer voluntary medical marijuana card program)	Department of Alcoholic Beverage Control (ABC)	Department of Consumer Affairs (DCA)
Health & Safety Standards	Non-Existent	AB 1894 directed ABC to develop health & safety standards	Requires DCA to develop uniform health & safety standards for marijuana
Quality Assurance Standards	Non-Existent	AB 1894 referenced a "quality assurance plan" under a testing and labelling requirement	Requires DCA to establish quality assurance standards (product testing) to protect vs. any contaminants (mold, bacteria, and excessive pesticide/rodenticide residue)
Health Based Regulatory Entity	No designated central regulatory entity, health-based or otherwise	No. With the exception of the League-Chiefs proposal, all legislation has designated ABC as the regulatory entity	Yes. Department of Consumer Affairs

Assembly Bill 266 (Cooley) Medical Marijuana Regulation

ISSUE

Since the approval by voters in 1996 of the Compassionate Use Act (Proposition 215), state law has allowed Californians access to marijuana for medical purposes, and prohibited punitive action against physicians for making medical marijuana recommendations. SB 420 (2003), allowed patients and primary caregivers to cultivate marijuana for personal use and established in the Department of Public Health a medical marijuana card program for patients to use on a voluntary basis.

In the intervening 11 years, no broader, feasible regulatory structure has been established, and the implementation of the Compassionate Use Act has been marked by conflicting authorities, regulatory chaos, intermittent federal enforcement action, and a series of lawsuits which have tested the limits of the Act, and focused on the extent of the authority of local government.

Nearly all attempts at medical marijuana legislation in California have been geared toward state pre-emption, and sought to limit the authority of local government. None have been health-based, despite the medical rationale that spawned Prop. 215. Few have sought to impose any health and safety standards, despite the fact that the regulatory structure they tried to establish would have exercised oversight over what is known to be a psychotropic substance. Finally, no legislation has squarely addressed the many public safety concerns triggered by such a regulatory scheme.

EXISTING LAW

Proposition 215, or the Compassionate Use Act (CUA), decriminalizes the use of marijuana for medical purposes, provides for patient access to medical marijuana, and prevents doctors from being penalized for making medical marijuana recommendations. SB 420 (2003), the Medical Marijuana Program Act (MMPA), clarifies some implementation aspects of the CUA, including issuance of identification cards for qualified patients, and allowed patients and their primary caregivers to collectively or cooperatively cultivate medical marijuana, granting them immunity from nuisance abatement actions for this activity. More recently, California law has decriminalized marijuana possession so long as the amount does not indicate possession for sale.

THIS BILL

AB 266 will:

- 1) Protect local control by providing that the state may issue a conditional license only; the actual license to operate would be issued by the local government;
- 2) Protect public safety by establishing detailed security measures and inventorying procedures for transport to prevent diversion.
- 3) Protect public health by establishing uniform health and safety standards, including quality assurance (testing) standards promulgated by the Department of Consumer Affairs, and

enforced by local code enforcement offices.

RECENT LEGISLATION

SB 1262 (Correa, 2014) Similar to AB 266, this bill sought to protect local control with by making state licensing dependent on local approval. Included anti-diversion provisions and health and safety standards. Held in the Assembly Appropriations Committee August 2014.

AB 1894 (Ammiano, 2014) Similar to the current AB 26 (Jones-Sawyer), sought to set up a regulatory scheme of mandatory commercial registration for marijuana businesses that would have pre-empted local ordinances. Failed passage on the Assembly Floor May 29, 2014.

AB 473 (Ammiano, 2013) sought to establish a mandatory statewide commercial registration scheme for marijuana dispensaries. Failed passage on Assembly Floor 5/31/2013

SB 439 (Steinberg, 2013) sought to exempt marijuana collectives and cooperatives from various forms of criminal prosecution under the California Health & Safety Code, as well as from local nuisance abatement actions under Health & Safety Code Section 11570. Hearing in Assembly Health Committee cancelled at request of author.

AB 604 (Ammiano, 2013) Similar to AB 1894. Sought to establish for-profit sales of marijuana by commercial operators, and significantly restrict municipal zoning powers and local law enforcement authority. Failed passage on Senate Floor 9/11/2013

SUPPORT

- California Police Chiefs Association (Co-Sponsor)
- League of California Cities (Co-sponsor)

OPPOSITION

- None on File

FOR MORE INFORMATION

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STATUS

Key Differences: SB 1262 (Correa) vs. New Cooley Legislation

	SB 1262 (Correa)	AB 266 (Cooley)
Licensing Scheme	<ul style="list-style-type: none"> • Applicants secured local permits first • Then secured license from state agency • State agency controlled suspension and revocation of licenses • Required complex interaction between state agency and local governments 	<p>Dual licensing:</p> <ul style="list-style-type: none"> • State agency issues conditional license only <ul style="list-style-type: none"> ○ Criminal background check ○ Residency requirement check ○ Payment of state fee • License to operate will be issued by local governments according to local ordinances • Locals retain control over suspension and revocation of licenses
Labor Policy	Silent on labor issues	<p>Includes labor peace agreement:</p> <ul style="list-style-type: none"> • Employers agree to allow labor to organize & represent employees without interference • Labor agrees not to strike or engage in work stoppages • Establishment of apprenticeship program for employees
Measure D (Los Angeles)	Statement of Non-interference with Measure D	Stand-alone regulatory provisions specific to Los Angeles to leave Measure D intact (but require compliance with Uniform Standards below)
Uniform Standards	<ul style="list-style-type: none"> • Uniform health and safety standards (incl. testing standards) • Uniform security standards for dispensaries and transport 	<ul style="list-style-type: none"> • Uniform health and safety standards (incl. testing standards) • Uniform health and safety standards for dispensaries and transport
Implementation and Maintaining Patient Access	Provisional licensing period requiring locals to certify to state agency which applicants are in compliance with local ordinances	<p>No provisional licensing, and staggered implementation dates:</p> <ul style="list-style-type: none"> • Bill to take effect January 1, 2016 • Dispensaries to obtain marijuana only from licensed cultivation sites via licensed transporters, effective January 1, 2017
Environmental Enforcement	Silent on environmental enforcement	Creates earmarked revenue stream from state's conditional license fee for cultivation – portion of fee to go to Special Fund for Environmental Enforcement

MEDICAL MARIJUANA REGULATION FREQUENTLY ASKED QUESTIONS

1. Why have the Police Chiefs and the League partnered in crafting this proposal?

In 2013, the League and the Police Chiefs joined forces to defeat four separate medical marijuana bills that to varying degrees sought to undermine or eliminate local control, and to strip local law enforcement of certain powers. In the wake of this experience, our two organizations concluded in early 2014 that any proposal that upheld local control and honestly addressed the public safety concerns triggered by medical marijuana, would have to be one that we wrote ourselves.

We set out to craft a responsible, realistic regulatory structure, notwithstanding federal law which prohibits marijuana. This was necessary in light of a wave of bills attempting to usher in state pre-emption, and the political climate in California which is increasingly lenient toward marijuana as a controlled substance since the approval of Proposition 215 in 1996, and may now be leaning toward legalization.

It came down to a choice: either be pro-active and craft a regulatory process upholding local control and addressing the public safety concerns involved in marijuana regulation, or have a different solution imposed on us that will likely be crafted by the medical marijuana industry – either through legislation or the initiative process -- that overrides our regulatory authority.

2. What would this proposal do?

It will:

- 1) Protect local control by providing that the state may issue a conditional license only; the actual license to operate will be issued by the local jurisdiction, according to local ordinances and permitting procedures;
- 2) Unconditionally uphold local governments' ability to ban dispensaries and all related facilities;
- 3) Require the existence of a doctor-patient relationship for all medical marijuana recommendations, and prohibit doctors from having a financial interest in a marijuana business;
- 4) Impose uniform health and safety standards, including testing standards, on all marijuana sold in California;
- 5) Require a series of detailed security measures to prevent diversion and recreational use by minors at all medical cannabis facilities.

3. Will this bill restrict patient access, or alter individual patients' rights to cultivate marijuana under Proposition 215?

No. We plan to amend the bill to provide for staggered implementation dates, specifically to avoid problems with patient access. A key goal of this bill is to protect patients by establishing health and safety standards and labelling requirements. Patients right to cultivate marijuana for personal use will not be affected in any way.

4. Why are the League and the Police Chiefs sponsoring their own legislation?

To prevent the establishment of a regulatory scheme that strips away local control and ties the hands of local law enforcement. AB 1894 (Ammiano, 2014) directly sought to pre-empt local ordinances by handing local zoning functions over to the Department of Alcoholic Beverage Control, and to regulate local law enforcement activity with respect to dispensaries. Prior to that, recent attempts at legislation had a similar agenda. Out of four medical marijuana bills defeated in 2013, all initially tried to override local control with a state pre-emption scheme. All were backed by the marijuana industry and involved minimal regulation. None of them addressed the public safety concerns about promoting recreational use, one tried to limit local law enforcement's investigatory powers, and none did anything to address diversion of the product, cartel activity, or security concerns at dispensaries. Finally, none incorporated health and safety standards which are necessary when trying to regulate both an agricultural product and a psychotropic substance.

5. Is this bill a pathway to marijuana legalization?

No. The League and the Police Chiefs remain strongly opposed to any legalization scheme. This proposal should in no way be interpreted as an attempted path to legalization. If anything, we expect it will present moderates of both parties in the Legislature with a reasonable alternative to any legalization legislation, and to any competing medical cannabis bills, which will likely be sponsored by the industry, and may not sufficiently address the concerns of cities and law enforcement.

6. If the Police Chiefs and the League are opposed to marijuana use, why aren't they taking the position of just working to defeat all such bills?

We continue to oppose legislation that seeks to pre-empt local control and tie the hands of local law enforcement. However, with marijuana legalization in Washington State and Colorado, the Democratic majority in the California Legislature, and the softening of opposition to marijuana on the part of the federal government and the general public, there is a real concern that if the League and the Police Chiefs do not actively work to shape a thoughtful marijuana regulation policy, we may have a poorly crafted structure forced upon us. In fact, this bill will vastly improve on the current state of affairs, in which marijuana is virtually unregulated.

7. What could be worse?

Just look at the bills of 2013 (see #4 above). They point to attempts to establish regulatory schemes with minimal regulation, state pre-emption of local ordinances, no health and safety standards, and no real controls to prevent diversion or increasing use of marijuana by minors.

8. Won't this proposal violate Proposition 215?

No. In 1996, Proposition 215, or the Compassionate Use Act (CUA), decriminalized the use of marijuana for medical purposes as it provided for patient access to medical marijuana and prevented doctors from being penalized for making medical marijuana recommendations. In 2003, the Legislature's enactment of SB 420, the Medical Marijuana Program Act (MMPA), clarified some specifics of implementing the CUA, including issuance of identification cards for qualified patients and allowing patients

and their primary caregivers to collectively or cooperatively cultivate medical marijuana.

However, neither Prop. 215 nor the MMPA made any attempt to establish a broader regulatory framework, or lay out how it would be implemented in California's communities. This proposal provides what up to now we have lacked: a thoughtful, health-based and responsible regulatory approach to implementing Prop. 215, while respecting local control. Since voters approved Prop. 215 in 1996, the lack of a comprehensive implementation framework has led to 19 years of regulatory chaos, piecemeal legislation, and perpetual litigation – none of which has served patients, law enforcement, or local governments well. This proposal fills that void by providing a roadmap for implementing Prop. 215, consistent with recent Supreme Court decisions.

9. What if marijuana is legalized in California in the future?

Neither the League nor the Police Chiefs support marijuana legalization. However, if legalization should occur in the future, then this proposal could help form the basis for an improved regulatory structure. As of late 2014, some of the major marijuana advocacy groups have indicated they would seek to build on such a structure with a ballot measure.

10. What role would the state have under this plan?

The Department of Consumer Affairs (DCA) would have the responsibility for issuing a conditional license, which would certify for local governments that the applicant has passed a criminal background check (conducted by the Department of Justice), met the state residency requirement and paid the state fee -- the actual license to operate would be issued by the local government, according to local ordinances. DCA would also be responsible for development of health and safety standards, including quality assurance standards (affecting testing, packaging, potency, purity, and elimination of contaminants not covered by other applicable laws), and would develop criteria for and certify testing laboratories. Costs would be covered by application fees.

11. What entities will enforce this regulatory scheme at the local level?

Local code enforcement offices, or some other locally designated entity, would have primary responsibility for enforcement. County sheriffs would have a role in the rural areas, and the Department of Justice would be available for supplemental enforcement on an as needed basis. Local law enforcement would also remain a key component of local regulation, with the same authority as under current law to investigate and respond to criminal law violations or any other security concerns.

12. Aren't you limiting patient's access to medical marijuana by requiring a doctor-patient relationship?

No. Aside from California, 20 states plus the District of Columbia allow medical marijuana and require the existence of a doctor-patient relationship in order for patients to obtain marijuana. Sixteen of those states have an explicit statutory requirement. This is a commonly required regulatory standard.

13. Aren't you limiting patient's access to medical marijuana by requiring all dispensaries to obtain marijuana only from a licensed cultivation site?

No, because the new bill will have staggered implementation dates, largely to avoid patient access issues. The plan is for the bill to go into effect in January 2016, but for the requirement for acquisition from licensed cultivation sites to become enforceable, tentatively, as of January 2017, giving cultivators sufficient time to get properly licensed with state and local authorities.

14. Wouldn't this bill be considered harassment to the medical profession?

There are no grounds for anyone to make that charge with the current bill. The doctor-patient requirement reflects a regulatory standard employed in 20 other states. The other major component, prohibiting physicians from having a financial interest in a marijuana business, is a prudent protection against conflict of interest for those doctors who make medical marijuana recommendations.

15. Are you sponsoring this bill to pre-empt inevitable legalization?

No, we are sponsoring this measure to craft a regulatory protocol for medical marijuana that protects local control, addresses public safety concerns, and provides uniform health and safety standards. We do not support legalization, but if this measure improves the regulatory climate in a legalization scenario, in terms of protecting the interests of cities and law enforcement, that would be a productive outcome.

16. Why after all of these years are you now supporting the regulation of marijuana?

Most of the regulatory approaches we have seen up until now have not sufficiently addressed our respective concerns about public safety, local control, or the establishment of health and safety standards. The regulatory protocol we are putting forward, does.

This measure addresses public safety concerns with security requirements at dispensaries, and transport and inventorying procedures; it protects local control by providing that the state can only issue a conditional license, with the actual license to operate issued by local governments. Finally, it includes long overdue health and safety requirements.

17. Why are the Police Chiefs partnering with the League of CA Cities?

It is a natural partnership in that the police chiefs and the cities have been on the front lines on this issue since Prop. 215 was approved by voters. It is local communities and their police departments that bear the brunt of the regulatory chaos we have now. Both the California Police Chiefs Association and the League of California Cities understand that public safety is best served by local control.

18. What type of security measures are in place for a pharmacy?

Many pharmacies at a minimum now have some form of video surveillance and have all the security measures in place that the larger store in which they are located provides. But this question makes an inappropriate comparison. Pharmacies are not all-cash businesses dealing a Schedule I drug deemed illegal by federal law, and do not represent the potential magnet for criminal activity (especially armed robbery) that most dispensaries do. Because the federal government deems marijuana a Schedule I drug, no pharmacy can dispense it, so the comparison is inappropriate. Pharmacies also do not generate the same volume of all-cash revenue in a given time period, and since they are currently rigorously regulated and dispensaries are not, pharmacies do not present the same opportunities for product diversion. It is therefore appropriate from a public safety standpoint that tighter security requirements be imposed on dispensaries than at pharmacies.

19. With respect to edibles, other edible medical products are not currently regulated with the extensiveness your bill is suggesting. So, why do you feel it is necessary?

Most, if not all, other edible medical products are allowed by federal law; marijuana is not. Legally speaking, marijuana edibles are unique in being a federally prohibited substance that is not subject to health and safety standards or purity standards of any kind. This is especially troubling given that edibles contain marijuana in concentrate form and have psychotropic qualities.

As far as regulation of comparable substances, all other edible medical products must comply with the California Sherman Pure Food, Drug and Cosmetic Act. Marijuana edibles are made from a Schedule I drug. Other than Marinol, there are no orally administered, recognized marijuana-based products that can legally be administered by physicians under federal law. There are no standards for the concentration of THC, for example, in edible marijuana-laced brownies. This is a psychotropic substance in marijuana that can have unpredictable results in different individuals depending on their body chemistry and the concentration of THC. Lack of regulation in this area poses a public health and public safety hazard.

20. How is this bill different than any others out right now?

- 1) The new Cooley bill, based on last year's SB 1262, is a medical-only regulatory scheme that protects local control by providing for local enforcement and providing that the state may issue a conditional license only; AB 26 (Jones-Sawyer) is a re-introduction of AB 1894 (Ammiano, 2014), and represents state pre-emption by handing over local zoning powers over to the Department of Alcoholic Beverage Control (ABC) – specifically regulations re: hours of operation, advertising and signage. ABC would also handle enforcement with minimal input from locals.
- 2) The new Cooley bill is health-based, with the Dept. of Consumer Affairs as the licensing entity, and local code enforcement having enforcement powers; AB 26 is not health-based, lists ABC, a recreational regulatory body, as the licensing entity, and entails minimal local enforcement authority.

- 3) The new Cooley bill addresses diversion concerns by imposing specific security requirements on dispensaries, and requirements related to the transport and inventorying of marijuana; AB 26 delegates to ABC the promulgation of general anti-diversion regulations, with no further specific direction.

21. Why is this bill intruding upon the doctor-patient relationship to such a degree?

The bill does not intrude upon the doctor-patient relationship -- it merely requires that there be one. Current California law (unlike the laws in 20 other states allowing medical marijuana) does not require a doctor patient relationship.

22. Why run this bill at all when legalization in 2016 is likely?

First, the some of the key backers of a 2016 initiative, the Drug Policy Alliance and the California Cannabis Industry Association, are leaning toward an initiative that builds upon a state regulatory structure enacted by the Legislature, rather than sweeping such a structure away.

Second, legalization is not inevitable. In 2010, despite initial polling indicating that Proposition 19, the marijuana legalization ballot measure, would pass, and legalization supporters outspending opponents by a ratio of 10-1, California voters rejected Prop. 19 by nearly 700,000 votes. It is speculative to assume that legalization is inevitable in California. But regardless of what the future holds, California desperately needs meaningful regulation in this area. Right now we don't have it.

Police: Desert Hot Springs marijuana dispensary closed

Barrett Newkirk, The Desert Sun 5:31 p.m. PST January 13, 2015



(Photo: Barrett Newkirk/The Desert Sun)

Police in Desert Hot Springs say they shut down an illegal marijuana dispensary Monday and arrested two people for possession of marijuana with intent to sell.

Edward Vargas of Cathedral City and Danielle Pappas of Palm Springs were arrested Monday shortly after 6 p.m.

The pair were operating an illegal dispensary out of a stand-alone commercial building at at 66-328 Pierson Blvd., according to a news release. They were arrested at the site.

Police went to the scene after receiving multiple calls about a sign twirler at Palm Drive and Pierson Boulevard, possibly advertising a dispensary, the release said.

Police closed the dispensary and conducted a search after obtaining a warrant, the release said.

The Desert Sun found no signs of activity at the building Tuesday. The property was enclosed by a metal gate secured with a padlock.

Police said they found evidence of illegal marijuana sales in the building. Vargas and Pappas both were arrested on suspicion of possession of marijuana with intent to sell and were booked at the Riverside County jail in Banning. The investigation is ongoing.

The Desert Hot Springs Planning Commission is set to meet Tuesday evening to consider permits for the city's first two authorized medical marijuana dispensaries.

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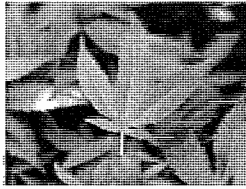
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Desert Hot Springs opts for 3 medical pot dispensaries

Sherry Barkas, The Desert Sun 10:50 p.m. PDT October 28, 2014



(Photo: Desert Sun file photo)

Three medical marijuana dispensaries will be opening soon in Desert Hot Springs after the City Council voted Tuesday night on how many shops and the criteria for processing applications.

In past meetings, the council was divided on whether there should be three to five shops or wait for the application process to determine the maximum amount.

On Tuesday, four of five council members voted according to police Chief Chuck Maynard's recommendation to start with three shops to see if they taxed the police

department's resources.

"We're putting a lot of public safety fears out there," said Mayor Adam Sanchez who stuck with his proposal for five dispensaries. "I don't think we've seen armed robberies taking place in Palm Springs," Sanchez said. "This is all about health and wellness and creating job opportunities and doing it right."

Tuesday night's two-hour meeting was a continuation of last week's meeting, which was adjourned so council members could draft a resolution from City Attorney Steve Quintanilla that set the points system criteria for prioritizing the applications.

The lengthy list of criteria includes questions about financial and criminal backgrounds; how the business would be organized; the number of patients the shop expects to serve and whether smoking will be allowed inside the dispensary.

Prospective dispensers can also earn points if they are Desert Hot Springs residents and whether they own or owned a business in the city.

Carolyn Hernandez, a Desert Hot Springs resident for more than 25 years, has a collective in Palm Springs and is hoping to open a dispensary in her home city.

"I would like nothing better than to bring a dispensary to Desert Hot Springs and bring my money here," she said.

The council is expected to set the application fees at its Nov. 4 meeting. Applications for dispensaries will be accepted Nov. 7-21. There is no application deadline for cultivation centers or limit on how many the city will allow.

Council members agreed in September that a points system rather than a lottery is better for prioritizing the order in which applications will be reviewed. The top three will be vetted by city staff and those that meet all the mandates will go to the Planning Commission for conditional use and regulatory permits.

Desert Hot Springs is the third city in the Coachella Valley to allow medical marijuana dispensaries. Palm Springs allows four shops and Cathedral City is in the process of vetting permits for its first three dispensaries.

On Tuesday, Desert Hot Springs residents will vote on two marijuana tax measures. Measure II would establish a 10 percent sales tax on marijuana. Measure HH would tax the cultivators \$25 per square foot for the first 3,000 square feet, and \$10 per square foot after that.

The city of Palm Springs has been taxing medical marijuana dispensaries since this past November. Those operating with a city-issued permit pay 10 percent sales tax while those operating illegally must pay 15 percent.

Cathedral City is asking voters to approve a 15 percent sales tax on dispensaries in next week's election. The city still is in the process of vetting applications for the three dispensaries it is allowing.

Lawsuit tossed

A lawsuit filed against the city by the Police Officers Association has been dismissed, Quintanilla announced at the start of the council meeting.

The POA filed a lawsuit claiming that the city committed unfair labor practice when it implemented the emergency cuts of \$1.7 million in salaries and benefits to the police department in December. The cuts were part of a budget slashing to help the city, which has declared a fiscal emergency twice in the last year, dig its way out of a \$6.7 million deficit.

The court's action confirms that "the city's actions did not constitute an unfair labor practice," Quintanilla said.

The POA has 35 days to appeal, he said.

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KESQ.COM

Medical marijuana dispensary busted in San Bernardino County

POSTED: 12:50 PM PDT May 02, 2014



Two men have been arrested after a medical marijuana dispensary was found to be operating in a prohibited area. The employees were also accused of selling marijuana to customers without medical cards.

Palm Desert couple arrested in pot, honey oil operation

 **Reza Gostar**, The Desert Sun 6:43 p.m. PDT August 15, 2014



(Photo: Riverside County Sheriff's Department)

Authorities, Wednesday, seized 100 grams of concentrated cannabis oil, hundreds of marijuana plants, several pounds of marijuana and \$100,000 cash at a home on Brentwood Way in Palm Desert, according to the Riverside County Sheriff's Department.

Investigators with the Coachella Valley Narcotics Task Force also uncovered a clandestine honey oil operation and equipment used to extract the illicit substance, sheriff's spokesman Armando Munoz said, in a news release.



Honey oil operation. *(Photo: Courtesy of Riverside County Sheriff's)*

Michael Fundiller, 55, and Rubiela Fundiller, 39, of Palm Desert were arrested in connection with the marijuana grow operation and illegal drug lab, according to officials.

The process of making honey oil requires using butane gas to turn marijuana into a honey-like substance, according to narcotics task force authorities.

"Explosions are a growing side effect of this process," Munoz said. "When butane is expelled into a room, it is odorless and colorless it builds up in the room and it basically becomes a bomb."



Pot operation. (Photo: Courtesy of Riverside County Sheriff's)

The city of Palm Desert served "notice to stop work" at the location in regards to the marijuana operation, Munoz said, adding that further investigation revealed a second operation in Yucca Valley.

Authorities discovered more marijuana growing in a house in the 2700 block of Julecrest Road in Yucca Valley.



Money found. (Photo: Courtesy of Riverside County Sheriff's)

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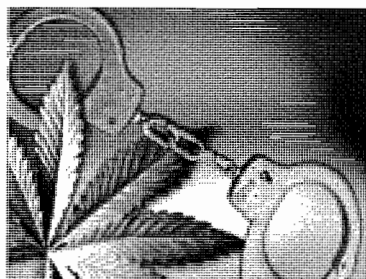
NEWSCHANNEL

Authorities seize more than 100 pounds of marijuana and arrest three people after drug investigation

Four children were taken into protective custody after the arrest

POSTED: 07:30 AM PDT Aug 02, 2013 UPDATED: 07:30 AM PDT Aug 02, 2013

PERRIS, Calif. -



Two women and a man were behind bars and four children were in protective custody today after deputies conducted a raid in Perris and found hundreds of growing marijuana plants and more than 100 pounds of dried pot, authorities said.

A search warrant was served Thursday in the 1000 block of Warbonnett Drive as part of an investigation into illegal marijuana growing in Perris, said Riverside County sheriff's Sgt. R. Novak. Deputies seized 377 plants and about 126 pounds of dried marijuana, he said.

Four children between the ages of 4 and 11 were placed in protective custody by Child Protective Services, Novak said.

Arrested on suspicion of conspiracy, marijuana cultivation, marijuana sales and child endangerment were Adelina Torres, 38; Jaime Espindola, 44; and Yridiana Espindola, 21, according to sheriff's online jail records.

All three suspects, who are from Perris, were booked at the Southwest Detention Center in Murrieta, where they were each being held in lieu of \$50,000 bail, with court appearances set for Monday in Riverside, according to the sheriff's department.

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The New York Times



October 26, 2013

Few Problems With Cannabis for California

By ADAM NAGOURNEY and RICK LYMAN

LOS ANGELES — In the heart of Northern California's marijuana growing region, the sheriff's office is inundated each fall with complaints about the stench of marijuana plots or the latest expropriation of public land by growers. Its tranquil communities have been altered by the emergence of a wealthy class of marijuana entrepreneurs, while nearly 500 miles away in Los Angeles, officials have struggled to regulate an explosion of medical marijuana shops.

But at a time when polls show widening public support for legalization — recreational marijuana is about to become legal in Colorado and Washington, and voter initiatives are in the pipeline in at least three other states — California's 17-year experience as the first state to legalize medical marijuana offers surprising lessons, experts say.

Warnings voiced against partial legalization — of civic disorder, increased lawlessness and a drastic rise in other drug use — have proved unfounded.

Instead, research suggests both that marijuana has become an alcohol substitute for younger people here and in other states that have legalized medical marijuana, and that while driving under the influence of any intoxicant is dangerous, driving after smoking marijuana is less dangerous than after drinking alcohol.

Although marijuana is legal here only for medical use, it is widely available. There is no evidence that its use by teenagers has risen since the 1996 legalization, though it is an open question whether outright legalization would make the drug that much easier for young people to get, and thus contribute to increased use.

And though Los Angeles has struggled to regulate marijuana dispensaries, with neighborhoods upset at their sheer number, the threat of unsavory street traffic and the stigma of marijuana shops on the corner, communities that imposed early and strict regulations on their operations have not experienced such disruption.

Imposing a local tax on medical marijuana, as Oakland, San Jose and other communities have done, has not pushed consumers to drug dealers as some analysts expected. Presumably that is because it is so easy to get reliable and high-quality marijuana legally.

Finally, for consumers, the era of legalized medical marijuana has meant an expanded market and often cheaper prices. Buyers here gaze over showcases offering a rich assortment of marijuana, promising different potencies and different

kinds of highs. Cannabis sativa produces a pronounced psychological high, a “head buzz,” while cannabis indica delivers a more relaxed, lethargic effect, a “body buzz.”

Advocates for marijuana legalization see the moves in Colorado and Washington as the start of a wave. A Gallup poll released last week found that 58 percent of Americans think the drug should be made legal.

“There is definitely going to be a legalization here at some point, one way or another, like in Colorado and Washington,” said Tom Ammiano, a Democratic state assemblyman from San Francisco who has pushed the Legislature to legalize recreational marijuana use.

Still, even as public opinion in support of legalizing marijuana has grown, opposition remains strong among many, including some law enforcement organizations, which warn that the use of the drug leads to marijuana dependence, endangers the health of users and encourages the use of other drugs.

“Unfortunately, many have been convinced that marijuana is harmless, and many in policing do not believe that is the case,” Darrel W. Stephens, the executive director of the Major Cities Chiefs Association, wrote in an e-mail.

Craig T. Steckler, a former chief of the Police Department in Fremont, Calif., who is now the president of the International Association of Chiefs of Police, said the problems in Los Angeles and robberies of cash-rich marijuana farms in Northern California were just two of the reasons states should hesitate before legalizing the drug.

“If it’s more readily accessible, if the parents and the siblings are doing it, then it becomes available to the younger kids — it’s going to be in the house, it’s going to be in the car,” he said.

“Where does it stop?” Mr. Steckler asked. “You make all drugs legal? Or just marijuana for now and suffer for that? What happens when you find out this wasn’t such a good idea?”

After California, medical marijuana was legalized in 19 states and the District of Columbia, according to the National Conference of State Legislatures.

Although the law in California applies only to people who have a medical need for marijuana, like glaucoma or cancer, the requirements for getting the card to buy the drug are notoriously lax. Doctors can recommend its use for ailments as common as sleeplessness and headaches. And marijuana in California has become almost as culturally accepted, and in some parts of the state nearly as widely used, as alcohol.

“Marijuana users are much more representative of the overall adult population in California than medical marijuana

populations in other states,” said Amanda Reiman, the state policy director for the Drug Policy Alliance, an organization working toward the decriminalization of marijuana.

The percentage of California drivers with traces of marijuana in their systems, 7.4 percent, was slightly higher than the 7 percent of drivers found to have alcohol in their system during a spot check last year, according to a report from the California Office of Traffic Safety. The report found that 14 percent of those checked tested positive for some kind of drug that might impair driving.

In a broad study on the ramifications of legalizing recreational marijuana about to be published in *The Journal of Policy Analysis and Management*, two economics professors said a survey of evidence showed a correlation between increased marijuana use and less alcohol use for people ages 18 to 29.

The researchers, D. Mark Anderson of Montana State University and Daniel I. Rees of the University of Colorado, said that based on their study, they expected younger people in Colorado and Washington to use marijuana more and alcohol less.

“These states will experience a reduction in the social harms resulting from alcohol use: Reducing traffic injuries and fatalities is potentially one of the most important,” the professors said.

Mark A. R. Kleiman, a professor at the University of California, Los Angeles, and an expert on marijuana policy who was the chief adviser to Washington on its marijuana law, said the connection between alcohol and marijuana use, if borne out, would be a powerful argument in favor of decriminalization.

“If it turns out that cannabis and alcohol are substitutes, then by my scoring system, legalizing cannabis is obviously a good idea,” Mr. Kleiman said. “Alcohol is so much more of a problem than cannabis ever has been.”

Still, he said, it will take time before long-term judgments can be made.

“Does it cause problems?” he said. “Certainly. Is it on balance a good or bad thing? Ask me 10 years from now.”

Mr. Rees also said his study found no evidence of increased drug use among high school students in Los Angeles during the period when medical marijuana shops opened here, probably because dispensaries were vigilant about not risking their thriving ventures by selling to under-age consumers.

“The dispensary numbers went through the roof,” he said. “But nothing happens to marijuana use among teenagers.”

The marijuana cultivation business in Northern California has been an economic boon for many communities, creating

tax revenues, an industry of ancillary industries, and local wealth, visible by expensive cars parked along once dusty streets.

“A lot of cottage industries have popped up that service the marijuana industry,” said Scot Candell, a lawyer in San Rafael who specializes in medical marijuana clients. “Labs that do testing, hydroponic stores that provide growing equipment, software developers, insurance companies that specialize in dispensaries.”

Steve DeAngelo, the founder of the Harborside Health Center in Oakland, one of the state’s largest marijuana dispensaries, said his dispensary collected \$1.2 million last year in marijuana sales tax for the city.

Medical marijuana, he said, has “created a whole new cast of people who have a vested interest in cannabis.”

“What was inevitable is that the movement, at some point, would go into hyper-speed, and that is what’s happening now,” he said.

This has altered the economy of places like Mendocino County.

“I am not aware of any business in Mendocino County that doesn’t consider marijuana as part of their business plan, and that can be good and bad,” said Sheriff Thomas D. Allman.

Mr. Candell said that while regulation was important, overregulation could be counterproductive. In California, several communities outlawed all marijuana dispensaries, giving rise to delivery services, which are not subject to regulation.

In Mendocino the issue is not dispensaries, but cultivation. There has been a spectacular rise in the amount of marijuana being grown there because, under county law, individuals with medical marijuana cards can have up to 25 plants for personal use.

Sheriff Allman said he spent about 30 percent of his resources on medical marijuana cases, especially between April and October, the growing season. The No. 1 call to 911 in October is complaints about the overwhelming smell of a next-door plot.

In Los Angeles, repeated attempts to regulate the stores have failed, causing an uproar in quiet neighborhoods like Larchmont and Mar Vista. Yet there is a lesson here: San Francisco, Oakland and Berkeley, which imposed strict regulations on the shops from the start, have had few problems.

“Those cities really took charge in 1996, saying: ‘We have to figure out how we are going to regulate this. We need to figure out how marijuana could be sold, how it will be regulated, what it will mean for tax revenue,’ ” Ms. Reiman said.

“As a result, those three cities have seen little to no issues in terms of crime or public safety issues.”

Consumers of marijuana are also benefiting. Competition among growers has resulted in powerful strains, raising the levels of THC, the active ingredient in marijuana, to as high as 25 percent. Previously, levels ranged from 6 percent to 9 percent.

And since cities have competing dispensaries, prices have tended to decrease or at least keep pace with street prices. At Harborside in Oakland, marijuana buds run anywhere from \$240 to \$360 an ounce, though patients tend to buy smaller amounts like an eighth or a quarter of an ounce.

The array of products has exploded, and now includes not only smokable buds but also hashish, marijuana-rich oils that are drunk or smoked, edible cakes and other food products, and topical ointments intended to ease skin or joint pain without providing a high.

California has learned a lot in its years of dealing with a legal form of marijuana, Mr. Candell said. “But there are a lot of states that are just now going through it, and there are things they need to know.”

This article has been revised to reflect the following correction:

Correction: November 3, 2013

An article last Sunday about California’s experience as the first state to legalize medical marijuana misstated the percentage of California drivers found with traces of marijuana in their systems during a spot check last year. According to a report from the California Office of Traffic Safety, it was 7.4 percent — not 14 percent, the total number who tested positive for some kind of drug that might impair driving.

Six arrested after deputies seize 2,550 marijuana plants

Posted: Wednesday, January 8, 2014 12:50 pm

LANDERS — Detectives from the Morongo Basin Sheriff's Station and the Sheriff's Narcotics Division Marijuana Enforcement Team seized 2,550 marijuana plants and arrested six people during raids on marijuana cultivation operations here and in Morongo Valley Tuesday, Jan. 7.

Othman Quran, 39, of Landers, Jason Noonan, 27, of Joshua Tree, Derek Roger, 33, of Morongo Valley, Brian Thalasinis, 36, of Palm Springs, Siaso Feao, 55, of Morongo Valley, and Mark Digiulio, 46, of Palm Springs, were arrested and booked at the Morongo Basin jail for cultivation and sales of marijuana, manufacturing of a controlled substance and conspiracy.

Events that led to their arrests began at 9 a.m. when detectives served a search warrant at a residence in the 2700 block of Shawnee Trail in the unincorporated area of Landers where Quran and Noonan were located.

During the search of the property, detectives discovered a large Quonset hut style garage and three adjacent steel shipping containers were being used for a large cultivation operation. The rooms had been sealed with commercial grade spray foam, had electrical wiring, plumbing and an advanced hydroponics set-up with grow lights, air-conditioning and an exhaust system.

The investigation at the residence on Shawnee Trail led detectives to a larger marijuana cultivation operation at two separate residences, across the street from each other, in the 9300 block of Craver Road in Morongo Valley. Suspects Roger, Thalasinis, Feao and Digiulio were present at the residence when detectives arrived.

During the search of the properties, detectives discovered a large Quonset hut style garage on one of the properties and several rooms inside both residences turned into a large marijuana cultivation operation. The rooms had been sealed with commercial grade spray foam, had electrical wiring, plumbing and an advanced hydroponics set-up with grow lights, air-conditioning and exhaust system.


Detectives found all the components for a chemical extraction lab to produce concentrated cannabis at the residences on Shawnee Trail and Craver Road. The chemical process, which utilizes butane to extract THC from marijuana, is a violation of California's Health & Safety Code. The extraction process is extremely dangerous with a high potential for explosion due to the use of large amounts of butane, according to the sheriff's station.

The concentrated cannabis is known as Butane Honey Oil (BHO), Dabs, Wax and Ear Wax, and is rapidly gaining popularity among young marijuana users who are unaware of the associated dangers of ingesting a substance containing butane.

Detectives seized 2,550 marijuana plants, cultivation equipment and extraction lab components from the different locations.

Anyone with information regarding this investigation is urged to contact the Sheriff's Narcotics Division at (909) 890-4840. Persons wishing to remain anonymous are urged to call the We-Tip Hotline at 1-800-78-CRIME (27463) or leave information on the We-Tip Hotline at www.wetip.com.

Voters back medical marijuana taxes

 **Ian James, The Desert Sun** 9:54 a.m. PST November 5, 2014



(Photo: Crystal Chatham/The Desert Sun)

Measures to tax sales of medical marijuana in Cathedral City and Desert Hot Springs are ahead in election results early Wednesday, pointing to a new source of revenue to boost the two cities' underfunded budgets.

The votes on taxing medical pot sales came as voters in other Coachella Valley cities decided on a variety of tax measures in the election.

"They tax cigarettes. They tax alcohol. Why not tax marijuana?" voter Jody Snyder said after casting his ballot in Desert Hot Springs. Snyder said he opposed raising the city's sales tax but sees the newly permitted medical marijuana shops differently: "Why not take advantage of that and tax it?"

In Cathedral City, Measure N would establish a 15 percent tax on sales of medical marijuana and is leading with a big margin.

In Desert Hot Springs, two measures dealt with taxing medical marijuana. Measure II would establish a 10 percent sales tax on marijuana sales. Measure HH would tax approved medical marijuana growers based on the size of the buildings where they grow cannabis — \$25 per square foot for the first 3,000 square feet, and \$10 per square foot after that. It was ahead by more than two-to-one in the poll tallies by early Wednesday.

Each of the two cities decided recently to allow three dispensaries to start with, joining a list of other cities across the state that have permitted medical marijuana businesses.

None of those dispensaries has opened yet. Cathedral City is processing applications, and Desert Hot Springs will accept applications this month. Those cities follow Palm Springs, which has been taxing its permitted dispensaries since voters approved a similar measure last year.

The local votes on taxing marijuana sales came during an election filled with ballot questions about the drug. Florida voters narrowly [rejected a plan](http://www.desertsun.com/story/news/politics/elections/2014/11/04/voters-deciding-on-marijuana/18485541/) to legalize medical marijuana, while voters in Washington, D.C., and Oregon both approved recreational pot use by adults.

Some other tax measures in the Coachella Valley appeared to garner less support. Partial results showed a close contest for Measure U, a proposed sales tax increase in Coachella.

The Measure JJ sales tax increase in Desert Hot Springs also appeared to face tough odds, with a slim majority of voters opposing it in unofficial results by Wednesday morning.

Measure JJ calls for a 1 percentage point increase in the sales tax from 8 percent to 9 percent. It would generate a projected \$1.4 million annually.

Ahead of the election, city officials in Desert Hot Springs had warned that if the tax measures — especially Measure JJ — were rejected, that would force more budget cuts for a city that has twice declared fiscal emergencies.

Bennet Hughes, a voter who works at a pet store, said he supported the sales tax hike in Desert Hot Springs. "It's like the only option to get out of the debt we're in. What else can you do?"

"We're on the verge of going bankrupt," Hughes said. "If we can't get out of it, the city's going to dissolve. So the money's got to come from somewhere."

Voters in Desert Hot Springs overwhelmingly rejected a separate tax measure in June. That initiative, Measure F, would have raised the annual parcel tax on undeveloped land from \$29.80 per acre to \$372.68 per acre.

Some voters said they were uncomfortable supporting a tax on marijuana sales because they disapprove of the way medical marijuana has been permitted.

Esmeralda Reyes, a licensed vocational nurse, said she voted against taxing medical marijuana because she is concerned about lax controls on pot sales.

"In reality, what they're doing is, any wacko can go and get a medical marijuana card," Reyes said. "I just believe there's zero compliance."

Reyes supported the sales tax, though. "I do believe that we need to bring in that revenue. One percent is not going to affect me."

Other voters said they couldn't stomach raising the sales tax.

"We don't need any more taxes," said Jackie Barrow, after casting her ballot in Desert Hot Springs. "We're all trying to stay afloat just with necessities, groceries."

Angie Crist, a database administrator, said she didn't like any of the tax measures in Desert Hot Springs.

"I'm not really fond of how the city is being run," Crist said. "They need to be more fiscally responsible with the funds they're already getting."

In Indio, meanwhile, early results showed a large majority of voters backing Measure O, which would increase the city's bed tax, or transient occupancy tax, from 10 percent to 13 percent. The higher tax would be paid by guests at hotels with less than 50 rooms, as well as those staying at timeshares, short-term rentals, campgrounds and RV parks. That includes the thousands of fans who camp out each year during the Coachella Valley Music and Arts Festival at the Empire Polo Club.

Indio city officials have projected that the tax increase could generate more than \$500,000 annually. Those funds would go toward police and fire services, street repairs and park improvements.

Coachella voters appear to be almost evenly split on Measure U, which would increase the local sales tax from 8 percent to 9 percent, with a difference of one vote as of 2 a.m. The higher sales tax would be used to cover the growing costs of public safety services.

The Coachella city government contracts with Riverside County for police and fire services, the costs of which are due to rise during the next two years.

City officials have projected that the higher sales tax could generate an estimated \$1.7 million a year.

Reporters Sherry Barkas, Tatiana Sanchez and Victoria Pelham contributed to this report.

Medical Marijuana (Cannabis) Tax

On November 4, 2014, the Cathedral City voters approved Measure N, which approved a new tax at a rate of up to fifteen cents per each dollar of proceeds or fractional part thereof on marijuana collectives and dispensaries operating in the City of Cathedral City.

A Marijuana (or cannabis) collective (dispensary) means any activity regulated or permitted by Chapter 9.108 of the Cathedral City Municipal Code, or California Health and Safety Code sections 11362.5, *et seq.*, as may be amended from time to time, or any other activity or business that involves planting, cultivating, harvesting, transporting, dispensing, delivering, providing, manufacturing, compounding, converting, processing, preparing, storing, packaging, or testing any part of the marijuana plant for medical purposes.

Every person engaged in operating or otherwise conducting a cannabis or marijuana collective and/or dispensary (collectively referred to herein as "collective"), and regardless of whether such collective has a permit pursuant to Chapter 9.108 of the City of Cathedral City's Municipal Code, shall pay a marijuana (cannabis) tax of 15 cents for each \$1.00 of proceeds or fractional part thereof.

Proceeds means gross receipts of any kind, including without limitation, membership dues; the value of in-kind contributions; reimbursements provided by members regardless of form; any payments made; and anything else of value obtained by a cannabis or marijuana collective.