

**LIBRARY BOARD OF TRUSTEES
AGENDA**

REGULAR MEETING
SEPTEMBER 4, 2007
7:00 P.M.

14343 CIVIC DRIVE, VICTORVILLE
CITY COUNCIL CHAMBERS
www.ci.victorville.ca.us

THE LIBRARY BOARD OF TRUSTEES MEETING IS SCHEDULED
TO BEGIN AT 7:00 P.M.

NOTICE TO THE PUBLIC: PERSONS WHO WISH TO ADDRESS
THE BOARD ON AN AGENDA ITEM ARE REQUESTED TO COMPLETE
ONE OF THE **WHITE CARDS** WHICH HAVE BEEN PLACED ON THE
AGENDA TABLE IN THE FOYER OF THE COUNCIL CHAMBERS AND
GIVE IT TO THE BOARD SECRETARY FOR THE RECORD

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE
ACCOMMODATION TO PARTICIPATE IN A LIBRARY BOARD OF TRUSTEES
MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN
AN ALTERNATIVE FORMAT BY CONTACTING THE VICTORVILLE CITY
CLERK'S OFFICE (760) 955-5026 NO LATER THAN 72 HOURS PRIOR TO
THE MEETING

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

ADJOURNMENT OF MEETING

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AGENDA ITEM

LIBRARY BOARD OF TRUSTEES MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 8/28/07

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

FISCAL IMPACT: N/A
Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

No
 Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

Accordingly, this item has been placed on the agenda to afford an opportunity for public comment at this time.

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AGENDA ITEM

LIBRARY BOARD OF TRUSTEES MEETING OF SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 8/28/07

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

DISCUSSION: All revisions to the agenda will be presented at this time.

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**SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY
AGENDA**

REGULAR MEETING
SEPTEMBER 4, 2007
7:00 P.M.

14343 CIVIC DRIVE, VICTORVILLE
CITY COUNCIL CHAMBERS
www.ci.victorville.ca.us

THE SOUTHERN CALIFORNIA RAIL LOGISTICS AUTHORITY MEETING IS SCHEDULED TO BEGIN AT 7 P.M. OR AS SOON THEREAFTER AS POSSIBLE UPON THE CONCLUSION OF THE MEETING OF THE LIBRARY BOARD OF TRUSTEES

NOTICE TO THE PUBLIC: PERSONS WHO WISH TO ADDRESS THE AUTHORITY ON AN AGENDA ITEM ARE REQUESTED TO COMPLETE ONE OF THE **WHITE CARDS** WHICH HAVE BEEN PLACED ON THE AGENDA TABLE IN THE FOYER OF THE COUNCIL CHAMBERS AND GIVE IT TO THE AUTHORITY SECRETARY FOR THE RECORD

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE ACCOMMODATION TO PARTICIPATE IN A SCLRA MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN AN ALTERNATIVE FORMAT BY CONTACTING THE VICTORVILLE CITY CLERK'S OFFICE (760) 955-5026 NO LATER THAN 72 HOURS PRIOR TO THE MEETING

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

CLOSED SESSION

3. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PROPERTY LOCATION: Property located on and adjacent to SCLAA
NEGOTIATING PARTIES: SCLRA / Table Rock Capital
UNDER NEGOTIATION: Acquisition, price and terms of payment

4. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PROPERTY LOCATION: Property located on and adjacent to SCLAA
NEGOTIATING PARTIES: BNSF / SCLRA
UNDER NEGOTIATION: Acquisition, price and terms of payment

ADJOURNMENT OF MEETING



AGENDA ITEM

SCLRA MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 8/28/07

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

FISCAL IMPACT: N/A

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

No

Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

Accordingly, this item has been placed on the agenda to afford an opportunity for public comment at this time.

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**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY AGENDA**

REGULAR MEETING
SEPTEMBER 4, 2007
7:00 P.M.

14343 CIVIC DRIVE, VICTORVILLE
CITY COUNCIL CHAMBERS
www.ci.victorville.ca.us

THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY MEETING IS SCHEDULED TO BEGIN AT 7 P.M. OR AS SOON THEREAFTER AS POSSIBLE UPON THE CONCLUSION OF THE MEETING OF THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY

NOTICE TO THE PUBLIC: PERSONS WHO WISH TO ADDRESS THE AUTHORITY ON AN AGENDA ITEM ARE REQUESTED TO COMPLETE ONE OF THE **WHITE CARDS** WHICH HAVE BEEN PLACED ON THE AGENDA TABLE IN THE FOYER OF THE COUNCIL CHAMBERS AND GIVE IT TO THE AUTHORITY SECRETARY FOR THE RECORD

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE ACCOMMODATION TO PARTICIPATE IN A SCLAA MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN AN ALTERNATIVE FORMAT BY CONTACTING THE VICTORVILLE CITY CLERK'S OFFICE (760) 955-5026 NO LATER THAN 72 HOURS PRIOR TO THE MEETING

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

WRITTEN COMMUNICATION

3. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO RUNWAY SERVICES INC. FOR SCLA RUNWAY MAINTENANCE AND REPAIR FOR RUBBER REMOVAL IN THE AMOUNT OF \$50,400.00

ADJOURNMENT OF MEETING

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AGENDA ITEM

SCLAA MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 8/28/07

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

FISCAL IMPACT: N/A

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

No

Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

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AGENDA ITEM

SCLAA MEETING OF: September 4, 2007

SUBMITTED BY: John A. McGlade **DATE:** August 27, 2007
City Engineer *Bj for JAM*

SUBJECT: AWARD OF CONTRACT TO RUNWAY SERVICES, INC. FOR SCLA RUNWAY MAINTENANCE AND REPAIR FOR RUBBER REMOVAL

RECOMMENDATION: That SCLAA award a contract to Runway Services Inc .in the amount of \$50,400.00 for SCLA Runway Maintenance and Repair for Rubber Removal.

FISCAL IMPACT: \$ 55,440.00

Budget: \$ \$63,978

Budget Acct. No.: 521029 30913 90055 00000 52202 - SCLA Infrastructure Repair

Finance Dept. Use Only
Additional Appropriation

No _____
 Yes/\$ Amount _____

Finance Director Review

\$ Approval *By of*
Adelle Mosher

DISCUSSION: On June 28, 2007, the Engineering Department opened bids for the SCLA Runway Maintenance and Repair Request for Qualifications for Rubber Removal. A total of two (2) bids were received. The lowest responsive bidder is to receive a One (1) year contract for all Rubber Removal Project at SCLA within the proposed budget.

- | | |
|---------------------------|---------------------------|
| 1. Runway Services Inc. | 80,000 SF @\$ 0.63 per SF |
| 2. Rampart Hydro Services | 80,000 SF @\$ 0.66 per SF |

Total proposal amount:	\$50,400.00
10% Contingency:	\$5,040.00
Total Appropriation:	\$55,440.00

The Engineering Department recommends the award of contract to Runway Services, Inc. in the amount of \$50,400.00.

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**VICTORVILLE REDEVELOPMENT AGENCY
AGENDA**

REGULAR MEETING
SEPTEMBER 4, 2007
7:00 P.M.

14343 CIVIC DRIVE, VICTORVILLE
CITY COUNCIL CHAMBERS
www.ci.victorville.ca.us

THE VICTORVILLE REDEVELOPMENT AGENCY MEETING IS SCHEDULED TO BEGIN AT 7 P.M. OR AS SOON THEREAFTER AS POSSIBLE UPON THE CONCLUSION OF THE MEETING OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

NOTICE TO THE PUBLIC: PERSONS WHO WISH TO ADDRESS THE AGENCY ON AN AGENDA ITEM ARE REQUESTED TO COMPLETE ONE OF THE **WHITE CARDS** WHICH HAVE BEEN PLACED ON THE AGENDA TABLE IN THE FOYER OF THE COUNCIL CHAMBERS AND GIVE IT TO THE AGENCY SECRETARY FOR THE RECORD

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE ACCOMMODATION TO PARTICIPATE IN A RDA MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN AN ALTERNATIVE FORMAT BY CONTACTING THE VICTORVILLE CITY CLERK'S OFFICE (760) 955-5026 NO LATER THAN 72 HOURS PRIOR TO THE MEETING

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

PUBLIC HEARING

3. PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. R-07-011 ENTITLED:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THE PURCHASE AND SALE AGREEMENT FOR CERTAIN REAL

PROPERTY LOCATED IN THE CITY OF VICTORVILLE BY AND BETWEEN
THE VICTORVILLE REDEVELOPMENT AGENCY AND CJC HOLDINGS, LLC

WRITTEN COMMUNICATIONS

4. PRESENTATION OF REQUEST TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALL & FOREMAN INC. FOR PREPARATION OF A TENTATIVE MAP FOR PROPERTY ON MOJAVE AND EL EVADO AND APPROVE AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$38,000.00 FROM SERIES 07 HOUSING SET-ASIDE BONDS

CLOSED SESSION

5. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

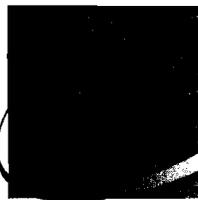
CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PROPERTY LOCATION: Old Town

NEGOTIATING PARTIES: RDA / Property Owner

UNDER NEGOTIATION: Acquisition, price and terms of payment

ADJOURNMENT OF MEETING



VICTORVILLE
California

AGENDA ITEM

RD A MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 8/28/07

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

FISCAL IMPACT: N/A
Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

___ No
___ Yes/\$ Amt.:

Finance Director Review and Approval___

DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

Accordingly, this item has been placed on the agenda to afford an opportunity for public comment at this time.

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Public Comment
#1
9-4-07

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VICTORVILLE

California

AGENDA ITEM

RDA MEETING OF SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 8/28/07

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

DISCUSSION: All revisions to the agenda will be presented at this time.

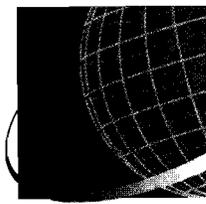
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Revisions
#2
9-4-07

CITY OF VICTORVILLE
14343 Civic Drive • Victorville, CA 92392 • 760.955.5032 760.955.5042 Fax

A WORLD OF OPPORTUNITY

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VICTORVILLE

California

VICTORVILLE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS

MEETING OF: September 4, 2007

SUBMITTED BY: Keith C. Metzler 
Director of Economic Development

DATE: August 27, 2007

SUBJECT: Sale of Real Property
2.28-acres – Amber Pointe

RECOMMENDATION: That Your Honorable Board of Directors adopt Resolution No. R-07-011 and authorize the sale of the subject site as surplus property.

FISCAL IMPACT: \$160,000 (Revenue)

Budget:
Budget Account No.:

--FINANCE DEPARTMENT USE ONLY--

Additional Appropriation:

No

Yes/\$Amount _____

Approved Adele Mosher 

DISCUSSION: The subject site is 2.28-acres, located along Amber Pointe and zoned R-1 (see attached map) and is not currently entitled for build-out. The subject site was acquired by the Agency in 2002 when it was believed that the subject site could be used to further the Agency's affordable housing goals. Attempts to cause the development of the subject site have taken place, however we were never able to complete the build-out of the subject site. Since that time, and because the subject site is zoned R-1, the property no longer fits within the Agency's goals of trying to expand affordable housing opportunities to low and moderate income households.

On April 19, 2007, the Agency received an unsolicited offer for the subject site. The offer to purchase was entertained by the Agency due to it having determined that the subject site no longer fits within its affordable housing goals. Accordingly, the Agency obtained an appraisal for the subject site which placed a value upon the property of \$160,000. The prospective buyer revised his offer to reflect the appraised value. Therefore, staff believes it appropriate to sell the subject site for its appraised value as surplus property of the Agency.

Staff remains available for any questions or comments.

KCM:jrt

Attachments: Site Map
Purchase and Sale Agreement
Resolution No.R-07-011

VICTORVILLE REDEVELOPMENT AGENCY

RESOLUTION NO. R-07-011

**RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY
APPROVING THE PURCHASE AND SALE AGREEMENT FOR
CERTAIN REAL PROPERTY LOCATED IN THE CITY OF
VICTORVILLE BY AND BETWEEN THE VICTORVILLE
REDEVELOPMENT AGENCY AND CJC HOLDINGS, LLC**

WHEREAS, the Victorville Redevelopment Agency (the "Agency") has been duly created and activated pursuant to the provisions of Section 33100, et seq. of the Health and Safety Code of the State of California by a duly adopted Ordinance of the City of Victorville, California; and

WHEREAS, the Agency currently owns certain real property consisting of approximately 2.28 acres located along Amber Pointe Drive within the City of Victorville and within a portion of the Victor Valley Redevelopment Project Area which is administered by the Agency and more particularly described as Lot 153 of Tract 8399 (the "Property"); and

WHEREAS, the Agency deems it desirable to sell the Property to CJC Holdings, LLC (the "Purchaser") and the Purchaser deems it desirable to purchase the Property from the Agency pursuant to the terms of a Purchase and Sale Agreement (the "Agreement") in the form attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to Health and Safety Code Sections 33430 and 33431 the Agency has the authority to sell property without public bidding after conducting a duly noticed public hearing; and

WHEREAS, the Agency after conducting a public hearing in accordance with Health and Safety Code Section 33431 has evaluated the Agreement and has determined that the sale of the Property pursuant to the terms of the Agreement is in the vital and best interest of the City, the Agency, and the health, safety, and welfare of the City's residents.

NOW, THEREFORE, THE VICTORVILLE REDEVELOPMENT AGENCY DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

Section 2. The Agency hereby adopts the findings and determinations as set forth herein and finds that the Agreement is within the redevelopment goals and objectives of the Agency.

Section 3. The Agency finds and determines that the sale of the Property, pursuant to the Agreement, will be of benefit to the Agency and the City and will also promote redevelopment within the Victor Valley Project Area.

Section 4. The Agency hereby finds that the Agreement is consistent with the Victor Valley Redevelopment Plan.

Section 5. The Purchase Agreement by and between the Agency and CJC Holdings, LLC attached hereto as Exhibit "A" is hereby approved with such changes as may be approved by the Agency's Executive Director and Agency Counsel and as may be required in order to ensure compliance with State Law and further authorizes the execution of the Purchase Agreement by the Executive Director and Agency Secretary.

Section 6. This Resolution shall take effect upon its adoption.

VICTORVILLE REDEVELOPMENT AGENCY

AGENDA

September 4, 2007

Item: **RESOLUTION OF THE VICTORVILLE
REDEVELOPMENT AGENCY APPROVING THE
PURCHASE AND SALE AGREEMENT FOR CERTAIN
REAL PROPERTY LOCATED IN THE CITY OF
VICTORVILLE BY AND BETWEEN THE
VICTORVILLE REDEVELOPMENT AGENCY AND CJC
HOLDINGS, LLC**

Exhibit AA@ - Purchase and Sale Agreement

Action to
be Taken: Adopt Resolution append Exhibit A.

**Certified copy of Resolution to be returned to Green, de Bortnowsky
& Quintanilla, LLP, a Registered Limited Liability Partnership.**

EXHIBIT AA@

PURCHASE AND SALE AGREEMENT BY AND BETWEEN
VICTORVILLE REDEVELOPMENT AGENCY
AND CJC HOLDINGS, LLC

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the Effective Date by and between VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic organized and existing under the laws of the State of California ("Seller"), and CJC HOLDINGS, LLC, a California limited liability company ("Purchaser") (sometimes hereinafter collectively referred to as the "Parties").

RECITALS:

1. The Seller is the owner of certain unimproved real property consisting of approximately 2.28 acres located along Amber Pointe Drive in the City of Victorville (the "City") and within a portion of the Victor Valley Redevelopment Project Area which is administered by the Agency, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

2. The Purchaser deems it desirable to purchase the Property from the Seller and the Seller deems it desirable to sell the Subject Property to the Purchaser.

3. The Seller, in accordance with the requirements of the Community Redevelopment Law, approved the sale of the Property pursuant to the terms and conditions of this Agreement after conducting a duly noticed public hearing.

NOW THEREFORE in consideration of the preceding recitals and the mutual promises and covenants hereinafter contained, the Parties do hereby agree as follows:

Section 1. Recitals.

The Recitals set forth above are true and correct and hereby incorporated into this Agreement by this reference.

Section 2. Purchase Price.

The Purchaser shall pay the Seller One Hundred Sixty Thousand Dollars (\$160,000) (the "Purchase Price") for the Property. The Purchase Price is based on the fair market value of the Property. The Purchase Price shall be payable at Closing in immediately available funds.

Section 3. Conveyance of Property.

Upon payment of the Purchase Price at Closing, Seller shall deliver to Purchaser Seller's executed and recordable grant deed conveying the Property to Purchaser (the "Grant Deed"). The Grant Deed shall contain the Non Discrimination Clauses set forth in Section 13 and shall be in substantially the form as Exhibit "B" attached hereto and incorporated herein by this reference.

Section 4. Good Faith Deposit.

Within three (3) business days following the full execution of and delivery of this Agreement, Purchaser will deposit earnest money of Three Thousand Dollars (\$3,000.00) (the "Deposit") with First American Title Company (the "Title Company"). The Title Company will place the Deposit in an interest-bearing account with interest to accrue to the Purchaser's benefit. All deposits are to be immediately released to Seller following the Purchaser's approval of the Feasibility Matters as set forth in Section 6 below. The Deposit shall be applicable to the Purchase Price and non-refundable upon Purchaser's approval of the Feasibility Matters, except in the event of Seller's default, in which case the entire Deposit shall immediately be returned to Purchaser. In the event that Purchaser does not approve of the Feasibility Matters by the end of the Feasibility Period, as set forth in Section 6, the Title Company shall immediately return the entire Deposit to Purchaser.

Section 5. Escrow.

Within three (3) business days of the execution of this Agreement by both Parties (the "Effective Date") the Parties shall open escrow with Title Company and shall cause the Title Company to order a Preliminary Title Report. This Agreement, together with any addenda executed in connection with it, shall constitute joint escrow instructions to the Title Company. The Parties shall execute additional instructions as reasonably requested by the Title Company, not inconsistent with this Agreement. In accordance with California law, the Parties acknowledge that good funds are required to close escrow. California law defines good funds as cash, wire transfers, and cashier's or certified checks drawn on California depositories. Out-of-state checks and all drafts are subject to waiting periods that can delay escrow and do not constitute good funds until the money is physically transferred to the Title Company's account.

Section 6. Feasibility Period.

Purchaser shall have fifteen (15) days commencing with the Effective Date (the "Feasibility Period"), to determine, in Purchaser's sole discretion, the condition and suitability of the Property for the Purchaser's intended use and to satisfy itself of any and all information relative to the Property (the "Feasibility Matters"). Seller agrees to furnish Purchaser with any reports, studies or engineering reports and/or maps that are associated with the Property for Seller's review during the Feasibility Period. On or before the end of the Feasibility Period, Purchaser shall determine whether to approve the Feasibility Matters and purchase the Property as contemplated in this Agreement.

Section 7. Closing.

The closing of escrow ("Closing") shall occur at the office of the Title Company not later than thirty (30) days from the end of the Feasibility Period. At Closing, Seller will provide Purchaser with the Grant Deed, subject only to exceptions approved by Purchaser, Seller shall cause all deeds of trust, mortgages, assessments and liens encumbering the Property (except for the current year's ad valorem real property taxes not due and payable, if applicable) to be paid and satisfied at Closing.

Title Company shall be irrevocably committed, at Closing, to issue to Purchaser a Standard ALTA Owner's Policy of Title Insurance in accordance with Section 8 of this Agreement.

Section 8. Condition of Title; Title Insurance.

a. Title is to be delivered to Purchaser free of encumbrances of record or known to Seller, other than (a) current property taxes and assessments not yet due and payable, and (b) items approved in writing by Purchaser. Purchaser may object in writing to the exceptions contained in the title report within ten (10) calendar days of receipt. Title shall be conveyed to Purchaser, insurable by the title policy specified in this Section 8. If Seller is unable or unwilling to convey title as stated, Purchaser may terminate this Agreement and have the Deposit returned less any amounts due Title Company.

b. Concurrently with recordation of the Grant Deed, the Title Company shall provide and deliver to the Purchaser a Standard ALTA Owner's Policy of Title Insurance issued by the Title Company, subject only to those matters of title approved by the Purchaser, in the amount of One Hundred Sixty Thousand Dollars (\$160,000), the Purchase Price and fair market value of the Property.

Section 9. Closing Costs and Prorations.

Purchaser shall pay all escrow and recording fees, transfer taxes, documentation preparation fees, and other closing costs necessary to convey title to Purchaser, and the premium for title insurance for the Property as described in Section 8. Property taxes for the year in which Closing occurs will be prorated as of the date of the Closing. Each party shall pay its own legal and other consultant's fees incurred in connection with the purchase of the Property as contemplated in this Agreement.

Section 10. Tax-Deferred Exchange.

Each party to this Agreement agrees to cooperate with the other party in completing an exchange qualifying for nonrecognition of gain under Internal Revenue Code 1031 and the applicable provisions of the California Revenue and Taxation Code. Such cooperation shall be at no cost to the cooperating party.

Section 11. Possession.

Possession is to be delivered to Purchaser upon the transfer of title to the Property. Seller shall provide Purchaser keys to all locks for the Property, if any, when possession is delivered to Purchaser.

Section 12. Non-Discrimination.

Purchaser covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation

of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property; nor shall the Purchaser, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the Property.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

Section 13. Form of Nondiscrimination and Nonsegregation Clauses.

The Purchaser agrees that the covenants set forth in this Section 13 shall bind the Purchaser, for itself and its successors and assigns, and all subsequent holders of any interest in the Property. The covenants set forth in this Section 13 shall be covenants running with the land and shall consist of the following:

a. In deeds: “The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.”

b. In leases: “The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and

subject to the following conditions:

“That there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.”

c. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.”

The foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

Section 14. Seller’s Representations and Warranties.

Seller shall make the following representations and warranties to Purchaser:

a. Proceedings. There is no action, litigation, condemnation or proceeding of any kind pending or, to the best of Seller's knowledge, threatened against Seller, which would have a material or adverse affect on the ability of Seller to perform its obligations under this Agreement, or against the Property or any portion thereof.

b. Condition of the Property. Seller has not received written notice from any governmental authority having jurisdiction over the Property of any violation of any applicable law, rule, regulation or code of any such governmental authority, which has not been cured or remedied.

c. Condemnation. Seller has not received from any governmental authority notice of any, and to the best of Seller's knowledge there is no, pending or contemplated condemnation proceedings affecting the Property or any part thereof.

d. Mechanics' Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to Closing have been (or prior to Closing will be) paid in full, and at the time of Closing there shall be no mechanics' liens or materialsmens' liens (whether or not perfected) on or affecting the Property.

e. Insurance. Seller has not received from any insurance company which carries insurance on the Property, or any board of fire underwriters or similar organization, any notice of default or any notice threatening to terminate any of the insurance policies Seller maintains on the Property. Seller has not received any notice from any insurance company or inspection or rating bureau setting forth any requirements as a condition to the continuation of any insurance coverage on or with respect to the Property or the continuation thereof at premium rates existing at present, which has not been remedied or satisfied.

Section 15. Condition of Property as-is.

Seller makes no representation, warranty, agreement, statement, guarantee or promise, other than those contained in this Agreement, and Purchaser acknowledges that Seller has made no such representation, agreement, statement, warranty, guarantee, or promise regarding the Property or the zoning, construction, physical condition or other status of the Property, except as herein contained. The Property is being transferred to and accepted by Purchaser in its existing condition AS-IS AND WITH ALL FAULTS.

Section 16. Maintenance.

Until possession is delivered to Purchaser, Seller shall maintain the Property in the same general condition as on the Effective Date of this Agreement. Seller shall deliver the Property reasonably clean and free of all personal belongings and debris.

Section 17. Right to Enter Property; Indemnification.

Seller grants permission to Purchaser and those persons designated by Purchaser to have access to the Property for the purpose of conducting surveys, structural measurements, soils and

environmental testing, architectural and engineering studies, and/or any other investigations related to determining the feasibility of the Property for Purchaser's purposes. As consideration for Seller's permission to enter upon the Property as described above, Purchaser agrees to restore the Property to substantially the same conditions existing prior to such entry and to indemnify and hold Seller harmless from and against any and all liability for claims of whatever nature arising out of the entry onto the Property by any agent, employee, associate, independent contractor, or anyone else entering at the request, direction or invitation of Purchaser, provided, however, that (i) this indemnity shall not apply to the extent such liability arises in connection with the negligence or willful misconduct of the Seller, and (ii) Purchaser shall have no liability to Seller or to any other person or entity by reason of, nor shall Purchaser have any duty to indemnify, defend or hold any person or entity harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including, without limitations, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported (as may be required by law) any adverse physical conditions, title conditions, or other defect with respect to the Property.

Section 18. Default and Termination.

a. If Purchaser defaults in its obligation to consummate this Agreement, Seller shall be entitled to terminate this Agreement and the Deposit shall be forfeited to Seller, as Seller's sole and exclusive remedy. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have five (5) business days, or such other time period as expressly provided in this Agreement, to cure any default by it hereunder, before Seller is entitled to its remedies under this subsection.

b. If Seller defaults in its obligation to consummate this Agreement, then (i) Purchaser may recover from Seller the costs and expenses incurred by Purchaser in preparation for the consummation of the transaction contemplated by this Agreement (including, without limitation, fees and charges paid to consultants in connection with Purchaser's due diligence efforts, and attorneys' fees and costs), and (ii) Purchaser shall further be entitled either to terminate this Agreement and have the Deposit returned, or to seek specific performance of the terms, provisions and conditions of this Agreement. The foregoing shall be Purchaser's sole and exclusive remedies in the event of a default by Seller in consummating this Agreement. Anything in this Agreement to the contrary notwithstanding, Seller shall have five (5) business days, or such other time period as expressly provided in this Agreement, to cure any default by it hereunder, before Purchaser is entitled to its remedies under this subsection.

Section 19. Notice.

All notices, requests and demands of any kind which any party hereto may be required or entitled to serve upon any other party under the terms of this Agreement shall be served in writing on such other party by personal service of such notice or demand at the address hereinafter set forth (unless directed in writing otherwise), whereupon service shall be deemed complete and notices and demands shall be deemed to have been received on the date of such personal service; or by mailing a copy thereof by certified or registered mail, postage prepaid, airmail if the address is outside the state in which the same is mailed, with return receipt requested, addressed as follows:

To Seller: Victorville Redevelopment Agency
14343 Civic Center Drive
Victorville, CA 92392
Attn: Director of Economic Development

To Purchaser: CJC Holdings, LLC
6881 SVL Box
Victorville, CA 92395
Attn: Managing Member

Section 20. Time is of the Essence.

Time is of the essence in the performance of every condition and covenant of the Parties under this Agreement.

Section 21. Authority of Title Company.

Title Company is authorized to carry out all activities reasonably necessary to effectuate this Agreement including, but not limited to, directing the parties to remit any monies due, disburse funds, obtain the title policy, prepare escrow documents, the grant deed and any documents or instruments required under applicable law. All communications and notices from the Title Company to the parties shall be transmitted to the respective parties address for notice as provided in Section 19.

Section 22. Broker's Fee.

Seller shall not be liable for any real estate commission in connection with the purchase and sale of the Property as contemplated in this Agreement.

Section 23. Severability.

If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 24. Entire Agreement.

This Agreement contains the entire agreement of the Parties and any agreement or representation respecting the Property or the duties of Purchaser and Seller not expressly set forth is void. The Parties acknowledge that they have thoroughly read and approved each of the provisions prior to signing this document. The Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterpart, all of which shall constitute

one writing.

Section 25. Legal Advice.

Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 26. Governing Law.

This Agreement shall be governed by and construed in accordance with California law.

Section 27. Venue.

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 28. Amendment.

The Parties agree to timely execute any amendments to this Agreement reasonably required by the other party, provided such amendments do not materially affect the rights and the obligations of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date as indicated below.

Dated: _____

Dated: _____

“PURCHASER”

“SELLER”

VICTORVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

CJC HOLDINGS, LLC,
a California limited liability company

Keith Metzler
Director of Economic Development

Christopher J. Connors
Managing Member

APPROVED AS TO FORM:

Agency Counsel

ATTEST:

Agency Secretary

VICT\0001\DOC\321.DOC
08/14/07 0200 hvt

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Real Property located in the City of Victorville, County of San Bernardino, State of California:

Lot 153 of Tract 8399

Assessor's Parcel Number 0395-212-09-0000

EXHIBIT "B"

GRANT DEED

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
CJC Holdings, LLC)
)
)
)
)
)

(SPACE ABOVE FOR RECORDER'S USE ONLY)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Victorville Redevelopment Agency, a public body, corporate and politic (“Grantor”), hereby grants to CJC Holdings, LLC, a California limited liability company (“Grantee”) such interests as it may have in the real property situated in the City of Victorville, San Bernardino County, California, more fully described in Exhibit “A” attached hereto and incorporated herein by this reference subject to the following:

1. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property; nor shall the Grantee, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the Property.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

All deeds, leases or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: “The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any

basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.”

b. In leases: “The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.”

c. In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926,

12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

“Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2., 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.”

2. The covenants contained in this Grant Deed shall be binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in full force and effect, without regard to whether the Grantor is or remains an owner of any land or interest herein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach as provided by law. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Executed on _____, at _____, _____.

VICTORVILLE REDEVELOPMENT AGENCY,
a public body, corporate and politic

Agency Chairman

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Agency Counsel

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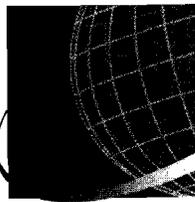
EXHIBIT "A" TO EXHIBIT "B"

PROPERTY LEGAL DESCRIPTION

Real Property located in the City of Victorville, County of San Bernardino, State of California:

Lot 153 of Tract 8399

Assessor's Parcel Number 0395-212-09-0000



VICTORVILLE

California

VICTORVILLE REDEVELOPMENT AGENCY BOARD OF DIRECTORS

MEETING OF: September 4, 2007

SUBMITTED BY: Keith C. Metzler *KCM*
Director of Economic Development

DATE: August 21, 2007

SUBJECT: Professional Services Contract – Hall & Foreman
Mojave and El Evado

RECOMMENDATION: That Your Honorable Board of Directors authorize the execution of a Professional Services Agreement with Hall & Foreman Inc. for preparation of a tentative map for property on Mojave and El Evado, and approve an additional appropriation in the amount of \$38,000 from Series 07 Housing Set-Aside bonds.

FISCAL IMPACT: \$38,000

--FINANCE DEPARTMENT USE ONLY--

Budget:

Additional Appropriation:

Budget Account No.: 540100 76952 90043 0000 54113 No

Yes/\$Amount \$38,000

Approved Adale Mosher *ay of*

DISCUSSION: On July 17, 2007, Your Honorable Board of Directors approved a Purchase and Sale Agreement with Parr Living Trust. As a part of that Purchase and Sale Agreement, the Redevelopment Agency agreed to prepare and process a zone change, general plan amendment, and tentative map prior to closing escrow. To honor our commitment we request that Your Honorable Board of Directors authorize the execution of a Professional Services Agreement with Hall & Foreman Inc. to prepare the tentative map, and approve an additional appropriation in the amount of \$38,000 (\$34,400 plus 10% contingency).

Staff remains available for any questions or comments.

KCM:jrt

Attachments: Professional Services Proposal

Written
#4
9-4-07

CITY OF VICTORVILLE

14343 Civic Drive • Victorville, CA 92392 • 760.955.5032 760.955.5042 Fax

June 12, 2007

Job No. VV.080041.0000

Mr. Keith Metzler
City of Victorville
Redevelopment Agency
14343 Civic Drive
Victorville, CA 92392
(760) 955-5032
kmetzler@ci.victorville.ca.us

**Re: Preliminary Engineering Services – APN 394-031-19
Victorville, California / Consulting Agreement**

Dear Mr. Metzler:

We are pleased to respond to your request for proposal to provide engineering services on your project.

In that regard, please find enclosed our **Standard Form of Agreement** for your review. We trust you will find the **Scope of Services** comprehensive and related **Fee** acceptable.

Upon your favorable consideration, please sign the signature page and initial all pages of both the “**Original**” and the “**Client’s Copy**” and return both sets for final execution. The enclosed “**Copy**” is for you to retain until the fully executed **Agreement** is returned to you for your files.

Should you have any questions, please do not hesitate to call me at (760) 241-0595, ext. 115.

Sincerely,

Hall & Foreman, Inc.

Robert A. Kilpatrick, P.E., T.E.
Project Director/Associate
Victorville Office

Enclosure

STANDARD FORM OF AGREEMENT VV.080041.0000
BETWEEN CLIENT AND HALL & FOREMAN, INC.

AGREEMENT entered into at Victorville, California made this the 12th day of June, 2007 by and between **Hall & Foreman, Inc.**, located at 14297 Cajon Street, Suite 101, Victorville, CA. 92392 (760) 241-0595, (760) 241-1937 Fax, hereinafter referred to as **Consultant**; and **City of Victorville**, Redevelopment Agency, 14343 Civic Drive, Victorville, California, 92392, (760) 955-5032, hereinafter referred to as **Client**.

Client and Consultant agree as follows:

Client intends to obtain the approval of a General Plan Amendment/Zone Change and Tentative Parcel Map, and recordation of a Final Parcel Map in the City of Victorville, California, County of San Bernardino, hereinafter referred to as **Project**.

- Reference is made to Exhibit "A", **Standard Provisions of Agreement Between Client and Hall & Foreman Inc.**, made a part hereof.
- **Consultant** agrees to perform the tasks outlined in Exhibit "B", **Scope of Services**.
- Reference is made to Exhibit "C", **Data and Assumptions**, made a part hereof.
- **Client** agrees to compensate **Consultant** for such services as set forth in Exhibit "D", **Fee and Payment Schedule**.
- Reference is made to Exhibit "E", **Schedule of Hourly Billing Rates**, made a part hereof.
- Reference is made to Exhibit "F", **CADD Products**, made a part hereof.
- This **Agreement** is voidable at the option of **Consultant** if not executed and returned to **Consultant** within thirty (30) days of the date prepared.

IN WITNESS HEREOF, the parties hereby execute this **Agreement** upon the terms and conditions contained herein and on the date and year herein indicated:

Hall & Foreman, Inc.

City of Victorville

By: _____
Name: Glenn M. Chung, PE
Title: Vice President/Principal
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Federal Tax I.D. # _____

Initial _____

EXHIBIT "A"

STANDARD PROVISIONS OF AGREEMENT BETWEEN CLIENT AND HALL & FOREMAN, INC.

Client and Consultant agree the following provisions are part of their Agreement:

1. Consultant Responsibilities: Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not an employee of Client.

2. Insurance: Consultant shall obtain and maintain in full force, at its own expense, from insurers with a Best's rating of at least A-:IX, the following insurance coverage in not less than the following amounts: (i) Workers' Compensation covering all of Consultant's employees performing services under this Agreement in the amount required by applicable law; (ii) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (iii) Automobile Liability in the amount of \$1,000,000 combined single limit; (iv) Umbrella Liability, covering claims in excess of the limits of General Liability and Automobile Liability, in the amount of \$1,000,000 per occurrence and aggregate; and (v) Professional Liability in the amount of \$2,000,000 per claim and aggregate. If requested by Client, Consultant shall provide certificates of insurance providing thirty days written notice to Client of cancellation, except for nonpayment of premium for which ten days will be provided to Client.

3. Indemnification: Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability.

4. Documents: All of Consultant's plans, specifications, surveys, and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its plans, specifications, surveys, and other documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.

5. Exclusions from Service: Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.

Initial _____

EXHIBIT "A"

**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND HALL & FOREMAN, INC.**

6. Cost Estimates: Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

7. Delays: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

8. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

9. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

10. Assignment: Neither party may assign this Agreement without the prior written consent of the other.

11. Limitation of Liability: To the maximum extent permitted by law, Client agrees to limit the total liability of Consultant and its principals, officers, and employees to \$50,000 or Consultant's fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. Consequential Damages Waiver. Each party waives consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement.

13. General: This Agreement contains the entire agreement between Client and Consultant relating to Project, and all prior agreements have no force or effect. This Agreement may be modified only by a writing signed by both Client and Consultant. This Agreement shall be binding upon the successors and assigns of Client and Consultant. Client's or Consultant's waiver of any right it has under this Agreement shall not constitute a waiver of any other right. This Agreement shall be governed by and construed in accordance with California law. If any provision of this Agreement is determined invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall be binding on Client and Consultant.

Initial _____

EXHIBIT "B"

SCOPE OF SERVICES

Consultant agrees to perform and furnish the following services:

(Note: The numbers in parenthesis, e.g., (070) refer to Hall & Foreman, Inc.'s internal service codes.)

PART ONE – PROJECT MANAGEMENT

1. Attend **Client/Consultant Meetings (101)**, as requested. This **Agreement** based on a maximum of eight (8) man-hours of meetings. Additional hours will be invoiced in accordance with the Schedule of Hourly Billing Rates, Exhibit "E".
2. Prepare **Project Scheduling / Manpower Allocation (104)**
3. Perform **Project / Client Management (105)**, including Project and Client Management, Contract Administration, and Clerical Processing Time

PART TWO – PROJECT PLANNING & DEVELOPMENT

1. Attend **Client/Consultant Meetings (201)**, as requested. This **Agreement** based on a maximum of eight (8) man-hours of meetings. Additional hours will be invoiced in accordance with the Hourly Billing Rates, Exhibit "E".
2. Prepare and process **Tentative Parcel Map (218)** and General Plan Amendment/Zone Change application documents.
 - a. Review agency criteria for tentative maps.
 - b. Obtain site boundary and topographic base map. Boundary information shall be compiled from previously gathered research material or from current field surveys. Base map shall include elements required by the Agency, and:
 1. Property lines of the site and adjacent properties.
 2. Existing utilities and drainage facilities.
 3. Existing buildings, either on-site or off-site within 50 feet (50') of property boundaries.
 4. Existing roads, curbs and driveways.
 5. Title information, easements and other encumbrances.
 6. Trees and significant vegetation.
 7. Limits of significant slopes.
 - c. Show proposed development plan on base map. Proposed improvements to be shown on the plan shall include:

Initial _____

EXHIBIT "B"

SCOPE OF SERVICES

1. Proposed lot lines, street right-of-way dedications and easements, if applicable.
 2. Proposed grades with key spot elevations and general grade patterns.
 3. Proposed storm drain, sanitary sewer and water lines, and street lights.
- d. Assist **Client** in completing the application form. Client will file application with the City Planning Department
3. **Public Hearings (226)**
- a. Attend and participate in one (1) **Staff Entitlement Meeting(s)**.
 - b. Attend and participate in one (1) **Planning Commission Meeting(s)**.
 - c. Attend and participate in one (1) **City Council Meeting(s)**.

PART THREE – FINAL MAPPING

1. Prepare **Final Parcel Map (455)** based on the approved Tentative Map and the latest Title Report, supplied by the **Client**.
2. Provide **Preliminary Title Report Analysis (453)**
 - a. Review title report and pertinent documents for project site, as supplied by **Client**.
 - B. Review title report for existing recorded easements. Note any cross through the project site and which may affect layouts of streets and/or utilities.
 - C. Review title report for assessments or restrictive covenants placed on the site.
3. Provide **Boundary Survey and Analysis (258)**
 - a. Provide research of record information available from the governing agencies.
 - b. Perform boundary pre-analysis, boundary survey, review and reduction of survey data, review of found monumentation and final boundary analysis.

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EXHIBIT "B"

SCOPE OF SERVICES

4. **Final Monuments (895)**
 - a. Set Centerline Monuments – Set all monuments and centerline control points shown as being set on the recorded map.
 - b. Set Ties – Set centerline ties and provide notes, as required by the governing agency.
 - c. Lot Corners – Set lot corners as shown as being set on the recorded map.

Initial _____

EXHIBIT "C"

DATA AND ASSUMPTIONS

Consultant intends to provide engineering services to facilitate the approval of a General Plan Amendment/Zone Change and Tentative Parcel Map and recordation of a Final Parcel Map on property identified as APN 394-031-19, in the City of Victorville, San Bernardino County, California. This **Agreement** for preliminary engineering services has been prepared based upon normal construction and surveying procedures, as well as specific discussions between representatives of both parties. The **Scope of Services (Exhibit "B")** specifically states those services to be performed, subject to the following **Data and Assumptions**:

1. This **Agreement** is based upon the Conceptual Site plan supplied by **Client**.
2. **Consultant** will field review for accuracy and completeness the topographic survey prepared by and project boundary data, as supplied by **Client**. If, in **Consultant's** opinion, the survey is not accurate or complete **Consultant** will so advise **Client** and upon written authorization, prepare or have prepared a new topographic survey of the site. Such survey shall be considered as "Additional Services" and paid for as such by **Client**.
3. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.

The **Scope of Services** does include coordination with the project Electrical and Mechanical Engineers to establish utility meter locations and to coordinate underground utility line locations.

4. **Consultant's** work will be based on a fully-dimensioned, approved Site Plan to be furnished by **Client**. Subsequent changes to the Site Plan after **Consultant** begins work shall constitute "Additional Services," and be subject to negotiation.
5. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design shall be performed as "Additional Service", and be subject to negotiation.
6. The fees contained in the **Agreement** do not include title company fees, agency fees, environmental studies, subordination agreements, relocation of franchise utilities, design of on-site franchise utilities, traffic impact studies, traffic signal design, or any processing fees.
7. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation.

Initial _____

EXHIBIT "D"

FEE AND PAYMENT SCHEDULE

Client agrees to compensate **Consultant** for those services specified in Exhibit "B", **Scope of Services**, for a fixed fee in the amount of ~~\$18,000.00~~ **\$34,400.00**, with the following breakdown:

PART ONE – PROJECT MANAGEMENT	\$3,900.00
PART TWO – PROJECT PLANNING & DEVELOPMENT	\$10,500.00
PART THREE – FINAL MAPPING	<u>\$20,000.00</u>
TOTAL	\$34,400.00

A retainer in the amount of \$2,000.00 is required prior to commencement of work. Said retainer will be applied to the final invoice.

Client shall be billed monthly as the work progresses on a percentage of completion basis to be determined at the end of each month. Invoices shall be considered due and payable upon presentation.

Parties agree that both the fixed fee and the **Schedule of Hourly Billing Rates**, Exhibit "E", as stated herein, are effective from the date of this **Agreement** through October 31, 2007.

It is **Consultant's** policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date. If invoice remains unpaid on the sixty-first (61st) day after invoice date, a late fee in the form of 10 percent interest per annum will begin accruing and **Consultant** will stop work on this project. Ninety (90) days after invoice date **Consultant** will lien the property.

The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee stated herein, and shall be the full responsibility of the **Client**.

MISCELLANEOUS FEES

Client shall pay the cost, plus fifteen percent (15%), for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction costs, plotter costs, automobile mileage, and delivery or messenger services incurred on **Client's** behalf. If requested, **Consultant** will provide a computer printout which details these cost. **Consultant** does not typically provide any additional back-up for these expenses as part of said fee.

We would estimate that for a project of this scope, these costs may amount to approximately \$500 to \$1,000.

Initial _____

EXHIBIT "D"

FEE AND PAYMENT SCHEDULE

Miscellaneous fees shall be billed monthly, as they are incurred. Invoices shall be considered due and payable upon presentation.

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EXHIBIT "E"
SCHEDULE OF HOURLY BILLING RATES
Effective November 1, 2006 through to October 31, 2007

OFFICE:

Principal	\$195.00/Hour
Project Management (VP/Sr. Proj. Dir./Proj. Dir./Proj. & Survey Mgr)	\$165.00/Hour
Senior Engr./Proj. Eng./Proj. Surveyor/Sr. Designer/Principal Planner	\$135.00/Hour
Staff Engineer	\$115.00/Hour
Designer/Assist. Proj. Mgr/Planner/Survey Analyst	\$105.00/Hour
Drafter/CADD Technician/Senior Analyst	\$ 95.00/Hour
Project Assistant/Expeditor/Assist. Engineer	\$ 80.00/Hour
Administrative	\$ 65.00/Hour
Expert Witness/Litigation Consultation	\$300.00/Hour

FIELD SURVEY:

3-Person Survey Crew	\$245.00/Hour
2-Person Survey Crew	\$200.00/Hour
1-Person Survey Crew	\$150.00/Hour
2-Person High Definition Survey Crew	\$360.00/Hour

CONSTRUCTION:

Resident Engineer	\$115.00/Hour
Inspector	\$105.00/Hour

Note 1: Client shall pay the cost, plus 15%, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. If requested, HFI will provide a computer printout, which details these costs. HFI does not typically provide any additional back up for these generally nominal expenses as part of our fee.

Note 2: In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

Note 3: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

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EXHIBIT "F"

CADD PRODUCTS

Products produced on CADD and provided to the **Client** or Agents of **Client** on electronic media are for support purposes only. Signed and sealed copies of original maps and plans shall be considered the "record" documents.

Any use or reuse of original or altered CADD design materials by **Client**, agents of **Client**, or other parties without the prior review and written approval of **Consultant** shall be at the sole risk of **Client**. Further, **Client** agrees to defend, indemnify, and hold **Consultant** harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.

Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks, or magnetic tapes and compact disks, may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, **Consultant** shall submit to **Client** any deliverables which have been contractually agreed to on electronic media. **Client** shall have 30 days to inspect such deliverables and notify **Consultant** of any irregularities in the deliverables. **Consultant** will correct any such irregularities detected by **Client** in order to complete the design in accordance with the intent of the **Agreement** and specifications. At the end of said 30-day inspection period, **Consultant** shall submit a final set of sealed documents, and any additional services to be performed by **Consultant** relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by **Client** prior to commencing such effort.

CADD submittals to or on behalf of **Client** will be prepared using AutoCAD/Land Development Desktop formats on a Windows environment, and shall be considered within the **Scope of Services** of the **Agreement**.

Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Work, and shall be approved by **Client** prior to commencing such effort.

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**VICTORVILLE WATER DISTRICT
AGENDA**

REGULAR MEETING
SEPTEMBER 4, 2007
7:00 P.M.

14343 CIVIC DRIVE; VICTORVILLE
CITY COUNCIL CHAMBERS
www.ci.victorville.ca.us

THE VICTORVILLE WATER DISTRICT MEETING IS SCHEDULED TO BEGIN AT 7:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE UPON THE CONCLUSION OF THE MEETING OF THE VICTORVILLE REDEVELOPMENT AGENCY

NOTICE TO THE PUBLIC: PERSONS WHO WISH TO ADDRESS THE BOARD ON AN AGENDA ITEM ARE REQUESTED TO COMPLETE ONE OF THE **WHITE CARDS** WHICH HAVE BEEN PLACED ON THE AGENDA TABLE IN THE FOYER OF THE COUNCIL CHAMBERS AND GIVE IT TO THE BOARD SECRETARY FOR THE RECORD

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE ACCOMMODATION TO PARTICIPATE IN A VICTORVILLE WATER DISTRICT MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN AN ALTERNATIVE FORMAT BY CONTACTING THE VICTORVILLE CITY CLERK'S OFFICE (760) 955-5026 NO LATER THAN 72 HOURS PRIOR TO THE MEETING

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

WRITTEN COMMUNICATIONS

3. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO CLEARWATER PIPELINE FOR THE CONSTRUCTION OF THE MARIPOSA ROAD ZONE 4 PIPELINE IN THE AMOUNT OF \$172,700.00.

4. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO R.I.C. CONSTRUCTION CO., FOR THE CONSTRUCTION OF A BLOCK WALL AT WELL 44 SITE IN THE AMOUNT OF \$111,822.70
5. PRESENTATION OF REQUEST TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH CAROLLO ENGINEERS FOR THE 2004 WATER MASTER PLAN FOR A NOT TO EXCEED AMOUNT OF \$443,000.00 AND EXTEND THE COMPLETION DATE TO MAY 31, 2008 AND TO AMEND THE VICTORVILLE WATER DISTRICT, IMPROVEMENT DISTRICT NO. 2 CAPITAL PLAN TO INCLUDE AN APPROPRIATION FOR MASTER PLAN IN THE AMOUNT OF \$365,000.00.
6. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. VWD 07-003 ENTITLED:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT RESCINDING ANY PURCHASING POLICIES OF THE FORMER VICTOR VALLEY WATER DISTRICT AND OF THE FORMER BALDY MESA WATER DISTRICT, AND ADOPTING THE VICTORVILLE WATER DISTRICT'S POLICY FOR PURCHASING AND/OR PROCURING
7. PRESENTATION OF REQUEST BY BOARD MEMBER ALMOND TO DISCUSS WATER CONSERVATION

ADJOURNMENT OF MEETING



AGENDA ITEM

VICTORVILLE WATER DISTRICT MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 8/28/07

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

FISCAL IMPACT: N/A

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

No
 Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

Accordingly, this item has been placed on the agenda to afford an opportunity for public comment at this time.

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AGENDA ITEM

VICTORVILLE WATER DISTRICT MEETING OF SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 8/28/07

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

DISCUSSION: All revisions to the agenda will be presented at this time.

CB/dl

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AGENDA ITEM

VICTORVILLE WATER DISTRICT MEETING OF: September 4, 2007

SUBMITTED BY: Reggie Lamson *RAL/sb*
Director of Water District

DATE: August 28, 2007

SUBJECT: AWARD OF CONTRACT to Clearwater Pipeline for the Construction of the Mariposa Road Zone 4 Pipeline

RECOMMENDATION: That the Water District Board award a contract to Clearwater in the amount of \$172,700 for construction of the Mariposa Road Zone 4 Pipeline.

FISCAL IMPACT: \$172,700

Budget Amount: \$9,903,000 – total zone changes

Budget Account No.: 540720-25410 (Improvement District #1)

DISCUSSION: *The Water District has been working on a district wide pressure zone conversion to level out the pressure across the system. In order to complete the current phase a pipeline along Mariposa Road is required. On August 23, 2007, the Engineering Department opened bids for the Construction of the Mariposa Road Zone 4 Pipeline. A total of eleven bids were received with the apparent low bidder being Clearwater Pipeline. Due to an incomplete bid package, Aspen Pipeline has been disqualified.*

--Finance Dept. Use Only--
Additional Appropriation:

No
 Yes/\$Amount:

Finance Director Review and
Approval *ADM/PR*

<u>Company</u>	<u>Bid Amount</u>
Clearwater Pipeline	\$157,000.00
DDH Apple Valley Construction	\$159,000.40
Sierra Cascade	\$169,145.50
Kelley's General Cont.	\$184,564.00
CNB Excavating	\$193,892.00
WEKA Inc.	\$195,097.00
Barnett Vandyne Const.	\$211,800.00
James A. Shirley Const.	\$214,214.00
Special Services Cont.	\$218,748.00



Myers Pipeline

\$227,824.20

Staff negotiated satisfactory fees for the contemplated services and is recommending approval of the contract, including 10% contingency for a total of \$172,700.



AGENDA ITEM

VICTORVILLE WATER DISTRICT MEETING OF: September 4, 2007

SUBMITTED BY: Reggie Lamson *RAL/sb*
Director of Water District

DATE: August 28, 2007

SUBJECT: AWARD OF CONTRACT to R.I.C. Construction Co., Inc. for Construction of a Block Wall at Well 44 Site

RECOMMENDATION: That Board of Directors award a contract to R.I.C. Construction Co., in the amount of \$111,822.70 for construction of a block wall at Well 44 site.

FISCAL IMPACT: \$111,822.70

Budget Amount: \$326,000 – Well #44
Budget Account No.: 540720-25410 (Improvement District #1)

DISCUSSION: On July 17, 2007, the Engineering Department opened bids for the Construction of a Block Wall at Well 44 Site. A total of 4 bids were sent out with only 1 bid being received back.

<p>--Finance Dept. Use Only-- Additional Appropriation:</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes/\$Amount:</p> <p>Finance Director Review and Approval <u><i>Tom/PR</i></u></p>

Company
R.I.C. Construction Co., Inc.
Byford Masonry
Kenny's Masonry
L. Johnson Construction

Bid Amount
\$101,657
Declined to bid
Declined to bid
Declined to bid

Staff negotiated satisfactory fees for the contemplated services and is recommending approval of the contract, including 10% contingency for a total of \$111,822.70.



BIDDING SCHEDULE

Schedule of prices for the Construction of a Block Wall at Well 44 Site, complete with furnishing all materials, labor, tools, equipment, apparatus, facilities, transportation, trench shoring, removal of excess soil, and incidentals (permits etc.) necessary to construct the work. BIDS shall include sales tax and all other applicable taxes and fees.

LUMP SUM AND UNIT PRICE BID ITEMS

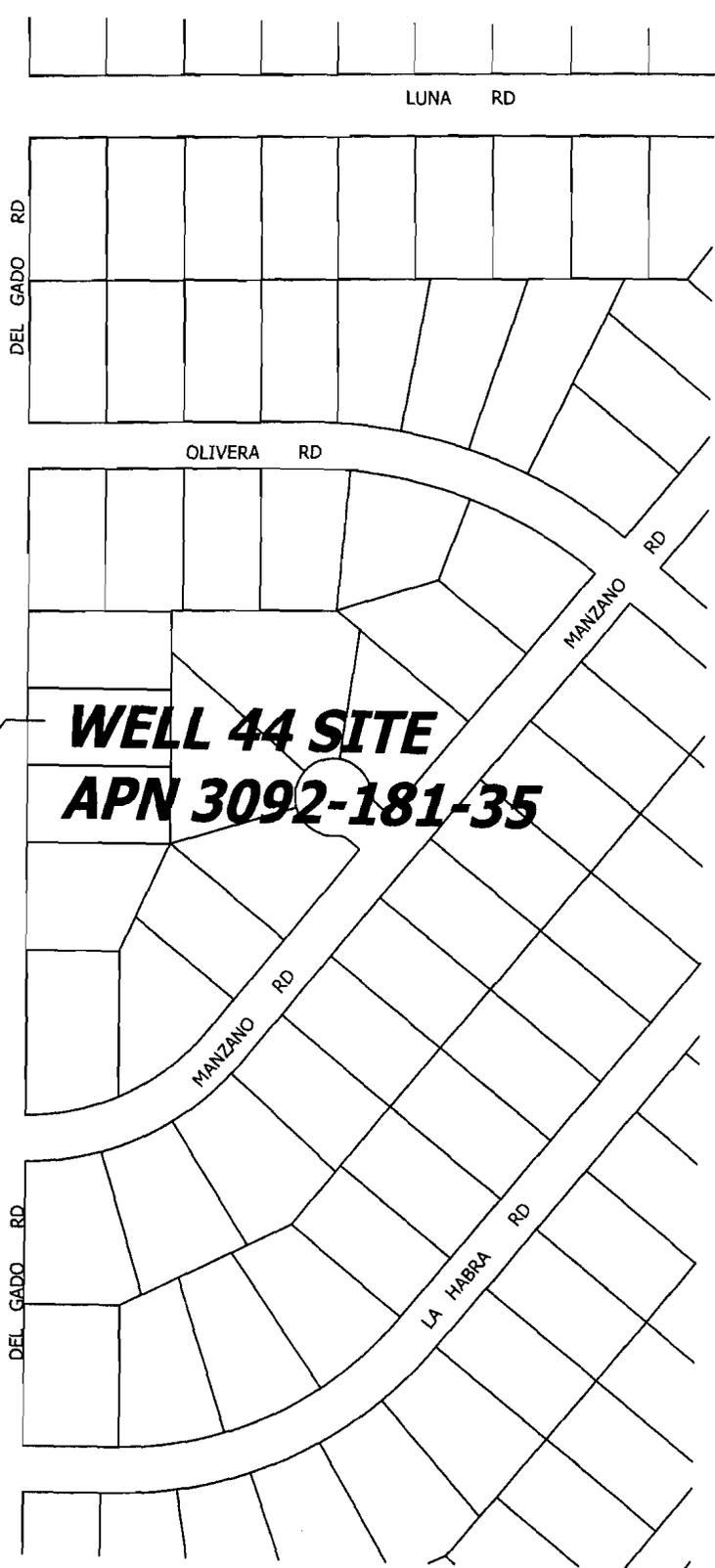
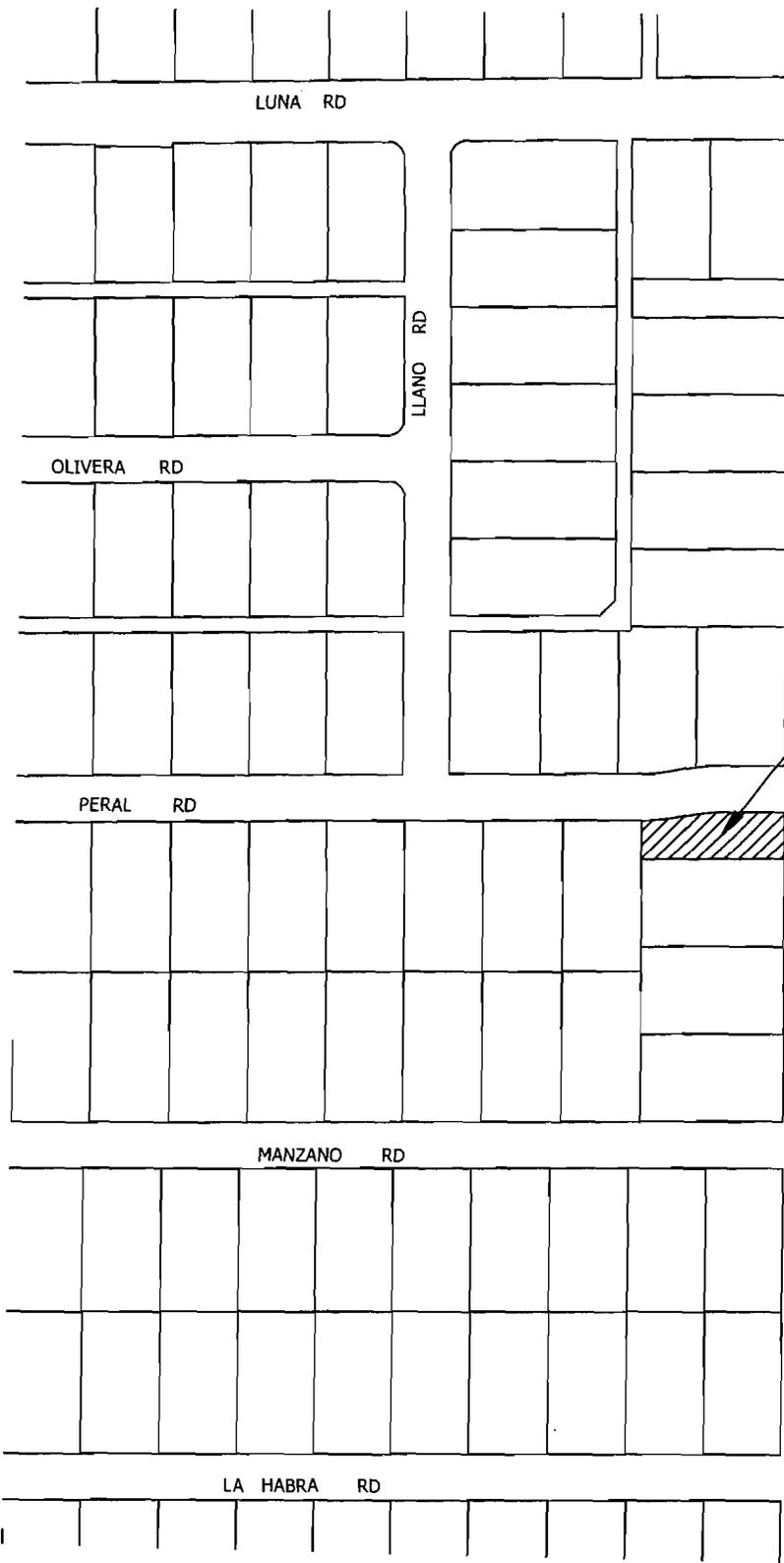
Item No	Description	Quantity	Unit	Unit Price	Amount
1	Construct 430 LF Masonry Wall and reinforced concrete footing	1	Lump Sum		<u>\$91,207.00</u>
2	Furnish and install two cantilever slide gates and supports	1	Lump Sum		<u>\$10,450.00</u>

Total Bid Price for Items 1 through 2 \$ 101,657.00

One hundred one thousand six hundred fifty seven and no/100 Dollars

R.I.C. Construction Co., Inc.
Company Name


Signature **Donald M. Mangold**
President



WELL 44 SITE
APN 3092-181-35

LOCATION MAP
SCALE: 1"=250'



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AGENDA ITEM

VICTORVILLE WATER DISTRICT MEETING OF: September 4, 2007

SUBMITTED BY: Reggie Lamson *RAL/sb*
Director of Water District

DATE: August 28, 2007

SUBJECT: 2004 Water Master Plan Amendment No. 3 with Carollo Engineers

RECOMMENDATION: *That the Board of Directors approve Amendment No. 3 to the Contract with Carollo Engineers for the 2004 Water Master Plan for a not to exceed amount of \$443,000 and extend the completion date to May 31, 2008, and to amend the Victorville Water District, Improvement District No. 2 Capital Plan to include an appropriation for Master Plan in the amount of \$365,000.*

FISCAL IMPACT: \$443,000

Budget Amount: \$78,000

Budget Account No.: 521009-25410 (Improvement District #1)

DISCUSSION: *On July 21, 2004, pursuant to successful responses to our RFP, a contract was executed between the Victor Valley Water District and Carollo Engineers to prepare a 20-year Comprehensive Water Master Plan. On May 4, 2005, an amendment to the contract with Carollo Engineers was approved extending the length of the contract from July 1, 2005 to April 30, 2006. On December 6, 2006, an amendment to the contract was approved extending the completion date to December 31, 2007.*

Because of the changes brought about by the LAFCO decision, staff requested that Carollo provide a scope of work to expand the Water Improvement District No. 1 (WID1) Water Master Plan to include the additional areas that make up the Victorville Water District Improvement District No. 2 (WID2) area. The additional scope also includes creation of atlas maps within the WID2 area, updating of atlas maps within the WID1 service area to account for new developments, additional financial analysis, and additional project management.

--Finance Dept. Use Only--
Additional Appropriation:

No
 Yes/\$Amount: *365,000*

Finance Director Review and
Approval *AOM/PR*

Scope of Work

Expansion of the 20-Year Comprehensive Water Master Plan

This Scope of Work is based on the discussions in the meeting held on April 10, 2007 with Victor Valley Water District and Baldy Mesa Water District Staff. The purpose of the tasks below is to include the BMWD service area in the deliverables of the 20-Year Comprehensive Master Plan, as defined in the contract dated July 21, 2004. This Scope of Work consists of the following tasks:

- Task 1 - Recycled Water Master Plan
- Task 2 - Water Master Plan Update
- Task 3 - Financial Analysis
- Task 4 - Environmental Documentation
- Task 5 - Atlas Sheets
- Task 6 - Project Management

Task 1 - Recycled Water Master Plan

Carollo will prepare a separate recycled water master plan for the entire service area of both VVWD and BMWD to determine the feasibility of serving recycled water and reducing the amount of potable water supply needs. This task is divided in 7 subtasks.

Task 1.1 - Data Gathering and Review

Carollo will gather and review information required for this project, including but not limited to historical billing records for the VVWD and the BMWD, land use information, aerial photography, wastewater flow projections, previous treatment plant studies, maps, and other pertinent information. Carollo will prepare a complete data gathering list at the start of the project and keep a record of information received and additional data requests during the project.

Task 1.2 - Recycled Water Demands

Carollo will make a list of potential recycled water customers, with a demand of at least 10 acre-ft/year, that include 1) existing potable water customers that could be converted to recycled water, 2) recycled water demand of new developments, and 3) groundwater recharge basins. The potential recycled water demand of these customers will be estimated. The location of these potential customers will be depicted on a system map.

Task 1.3 Recycled Water Supplies

The potential recycled water supplies will be quantified and located based on discussions with District staff and information presented in previous studies and maps. This task will include the preparation of wastewater flow estimates from existing and future developments that could be captured by satellite wastewater reclamation plants. The phasing of these supplies will then be compared with the potential recycled water demands identified in Task 1.2.

Task 1.4 - Recycled Water Model

Carollo will develop a recycled water model that connects all potential customers through a backbone system with the proposed water reclamation plants and other non-potable supplies (untreated MWD water), if applicable. The model will be used to size pipelines, booster stations, and reservoir facilities to serve all potential customers. This system configuration is the baseline scenario, which will be further optimized in Task 1.5.

Task 1.5 - System Analysis

This task will consist of establishing evaluation criteria that will be used to compare various system configurations to determine the most cost-effective recycled water system for the District. Comparisons will be based on the unit cost (in dollars per acre-ft of demand served) of each system configuration. The recycled water system demand of the preferred alternative will be considered in the water master plan, where recycled water would result in a reduction of potable water supplies and facilities.

Task 1.6 - Capital Improvement Program

This task includes the preparation of cost estimates for the preferred alternative of Task 1.5. The facilities will be phased based on the availability of recycled water supplies and other practical considerations. The CIP will summarize the sizing, phasing, construction cost, and capital cost of each improvement project. The CIP will be summarized in tables and graphically presented by planning year in a system map. The phasing will be based on the same planning years as the potable water CIP (2010, 2020, and 2030).

Task 1.7 - Recycled Water Master Plan

Carollo will prepare a separate recycled water master plan that covers the entire service area of VVWD and BMWD. The following report versions will be prepared:

- A 100% draft report (1 electronic copy, 5 hard copies)
- A 100% final draft report (1 electronic copy, 5 hard copies)
- A 100% final report (1 electronic copy, 10 hard copies)

Task 2 - Water Master Plan Update

Task 2.1 - Data Gathering and Review

Carollo will gather and review information required for this project, including but not limited to the 1995 Water Master Plan, 2001 Master Plan Update, 2005 Urban Water Management Plan, 2006 Water Study, the 1995 hydraulic model, maps, land use data, customer billing data, production records, and other reports. Carollo will prepare a complete data gathering list at the start of the project and keep a record of information received and additional data requests during the project.

Task 2.2 - Demand Projections

Carollo will evaluate historical billing data, production data, and land use data to determine the water demand factors by land use type, seasonal peaking factors, water loss coefficients, and the location of the top ten large users.

The general plan land use will be used to estimate the future water demands under build out conditions by applying water demand factors for each land use type. Carollo will meet with the City's planning department to obtain a good understanding of any near-term developments, obtain specific plans, and estimate the phasing of new development areas and in-fill development. Population projections will be used to determine the anticipated growth rates and estimate the demands for the intermediate planning years 2010, 2020, and 2030.

Task 2.3 - Model Update

The hydraulic model developed for the 1995 Water Master Plan will be converted to the most recent version of H₂ONET[®] to make it compatible with the model developed for VVWD. The model will be projected to the same coordinate system as the VVWD model (County Parcel Base in NAD83 Zone V), such that the two models can be combined into one model.

Once all model elements are placed in the correct coordinates, the water demands for existing conditions (2006) and the future conditions (2010, 2020, 2030, and build out) can be allocated. Carollo will develop two demand sets for each planning year that represent the average day demand (ADD) and the maximum day demand (MDD) conditions.

Carollo will allocate the ground elevations to all model nodes and update pump curves, facility dimensions and operational controls, where applicable. New pipelines and other facilities that were installed after 1995 will be added to the model to represent the current system configuration.

The model will be run for current demand conditions (ADD and MDD) and adjusted as necessary to simulate reasonable system pressures. Carollo will meet with the District's operational staff to get a better understanding of the system controls and areas of special interest, if needed.

This task also includes the addition of the SCLA service area into the master plan. It is assumed that RBF will complete the sizing of pipelines, reservoirs, and supply needs and determine the most cost effective location of wells and reservoirs (near SCLA or remotely in the VVWD service area). Carollo will then import the system components of the SCLA service area into the system-wide hydraulic model. Carollo will also include the SCLA demands in the system-wide storage and supply evaluation and recommendations. This task includes two meetings with RBF to coordinate the work efforts.

This entire task will be conducted after the completion of the BMWWD Atlas Sheets (Task 5.1)

Task 2.4 - Model Calibration

Carollo will prepare a calibration plan that identifies up to ten (10) fire hydrant test locations that are equally distributed among the pressure zones and service area. This plan will also define the data collection requirements for the extended period simulation (EPS) calibration. The draft plan will be discussed at one of the project meetings and then finalized by incorporating comments from District staff.

Carollo's project engineer will be available at the day of fire hydrant testing to record all measurements and coordinate the testing. It is assumed that the District will provide the necessary personal and equipment to conduct the fire hydrant test and collect the hourly EPS calibration data.

The calibration data will be organized in spreadsheets and used to calculate the total water demand on the day of fire hydrant testing and the day of EPS calibration. Carollo will prepare a diurnal curve for the entire system by preparing an hourly mass balance for all system inflows and outflows. This diurnal curve will be assigned to all model nodes, with the exception of the ten large users, where typical textbook diurnals may be more appropriate.

The model will first be calibrated with the fire hydrant test data to adjust pipeline C-factors. Secondly, the model will be calibrated for a 24-hour period in one-hour time intervals for a day of high water demands (summer) as this will represent the system under stress conditions, which will be used for most system analysis runs to identify deficiencies and size improvements.

Task 2.5 - Existing System Analysis

Carollo will use the calibrated model and mass balance calculations to evaluate the BMWD water system under existing demand conditions. The following analysis will be conducted:

- System Pressure Evaluation
- Fire Flow Analysis
- Pipeline Velocity Analysis
- Water Supply Evaluation
- Reservoir Evaluation

Recommendations will be made to address the identified system deficiencies. These recommendations will be verified with the hydraulic model and listed separately in the capital improvement plan (CIP) to differentiate the funding needs for existing and future customers.

Task 2.6 - Pressure Zone Analysis

Carollo will conduct pressure zone analyses under year 2030 condition that will consist of the following three parts:

- 1) Evaluation of zone boundaries within the BMWD service area
- 2) Update of Zone 3170 boundary within the VVWD service area
- 3) Optimization of zone boundaries at the border of the VVWD and BMWD service areas

The recommended zone changes will be discussed with District's staff and modified where necessary. Once the zone boundaries are established, the future system analysis can be conducted.

Task 2.7 - Future System Analysis

Carollo will use the hydraulic model with the revised pressure zone boundaries and mass balance calculations to evaluate the BMWD water system under year 2030 and build out demand conditions. The following analysis will be conducted:

- System Pressure Evaluation
- Fire Flow Analysis
- Pipeline Velocity Analysis
- Reservoir Evaluation
- Water Supply Evaluation
- Pipeline Replacement Analysis

The supply analysis will identify the water supply needs to meet the projected water demands and quantify the number of groundwater wells required to meet the projected MDD for year 2030. The most preferred location of these wells considering the anticipated production rates at various locations in the District's service area and the projected demands by zone will be evaluated with the groundwater model by GeoMatrix. The recommended well locations will subsequently be used to model these future wells in the hydraulic model and size transmission pipelines, where needed.

The pipeline replacement analysis will identify the pipeline replacement needs within the BMWD service area due to pipeline age, pipeline diameter, and or pipeline material.

The future system evaluation will identify facility improvements required for year 2030 only. New pipelines will be sized to meet MDD under both year 2030 and build out conditions. The difference in pipeline diameters will be documented and discussed with District staff to determine which pipeline sizes should be included in the CIP.

Recommendations will be made to address the identified system deficiencies. These recommendations will be verified with the hydraulic model and listed separately in the capital improvement plan (CIP) to differentiate the funding needs of existing and future customers.

Task 2.8 - Capital Improvement Plan

Carollo will prepare cost estimates for the improvements that were identified for the BMWD service area to meet the system criteria under the 2030 demand conditions. These improvement projects will be phased for each of the planning years (2010, 2020, and 2030). The hydraulic model will be used to verify the proposed phasing of facilities.

The CIP prepared for the VVWD service area will then be updated by including these additional improvement projects. This task also includes the update of the large CIP map (24" by 26") to cover the entire service area and include all CIP projects.

Task 2.9 - Water Master Plan Report

The Final Draft of the 20-year comprehensive water master plan that was prepared for VVWD and submitted in January 2007 will be updated in this task to include the entire service are of both VVWD and BMWD. This task will consist of the following updates:

- Chapter 1 - Introduction:
 - Minor revisions will be included in section 1.3 (background information of VVWD)
- Chapter 2 - Existing Water System Facilities
 - Addition of all BMWD facilities in sections 2.1 through 2.10
- Chapter 3 - Water Demands
 - Addition of BMWD historical water demands in section 3.3
 - Addition of BMWD population in section 3.4
 - Addition of BMWD land use in section 3.5
 - Addition of BMWD demand factors and projections in section 3.6
- Chapter 4 - Water Supplies
 - Addition of BMWD historical water production in section 4.3
 - Addition of BMWD supply sources in section 4.4
 - Update of future supply discussion in section 4.5
 - Update of water supply requirements in section 4.7
- Chapter 5 - Hydraulic Model Development
 - Addition of discussion of BMWD model development
 - Addition of discussion of BMWD model calibration
 - Addition of discussion of BMWD and VVWD model merging process

- Chapter 6 - Existing System Analysis
 - Addition of system analysis results of the BMWWD service area in section 6.4
 - Addition of near-term improvements in the BMWWD service area in section 6.5
 - Addition of system improvements for the BMWWD service area in section 6.6

- Chapter 7 - Future System Analysis
 - Addition of system analysis results of the BMWWD service area in section 7.4
 - Addition of system improvements for the BMWWD service area in section 7.4

- Chapter 8 - Capital Improvement Program
 - Update of system recommendations in section 8.4
 - Update of CIP in section 8.5
 - Update of CIP phasing in section 8.6

Carollo will also update all figures and tables to include the BMWWD service area.

Task 3 - Deliverables

- A 100% draft report (1 electronic copy, 5 hard copies)
- A 100% final draft report (1 electronic copy, 5 hard copies)
- A 100% final report (1 electronic copy, 10 hard copies)

Task 3 (financial analysis) and Task 4 (environmental documentation) will be started once the 100% final report is delivered.

Task 3 - Financial Analysis

The financial analysis will be based on the CIP that includes the entire service area. This task will consist of the following subtasks:

Task 3.1 Data Gathering

Carollo will gather the pertinent information that is required for the projection of capital and O&M cost as well as the development of connection fees. This data gathering process will consist of an update of information received from VVWD for fiscal year 2006/2007. Similar historical information will be requested from BMWWD to prepare a comprehensive financial analysis.

Task 3.2 O&M Projections

Carollo will project the annual operation and maintenance (O&M) expense budget uniformly over the planning period using a fixed annual increase of 8 or 9 percent. The costs of replacement projects will be added to the budget in the year that each project is planned for completion. These projects would be paid for by existing connections. In addition, the O&M costs associated with growth related facilities would be added to the O&M budget in the year that each project is planned for completion. The projected O&M cost for each year through the planning horizon of year 2030 will be tabulated.

Task 3.3 Connection Fees

Carollo will distribute the capital cost of the proposed facilities uniformly over the years they are to be built. These costs will be inflated using an ENR Index for the year they are to be built. This information will be used to determine the connection fee in each year that would be required to pay for all the proposed projects included in the water system CIP on a "pay-as-you-go" basis.

Task 3.4 Meeting and Documentation

This task will include a meeting with the District staff to discuss how to distribute the projected connection fees over the various uses for the fees. For example growth, alternate water source, water supply, etc. The conclusions of this meeting will be incorporated in the fee allocations that will be presented in the Water Master Plan report as a separate report chapter (Chapter 9).

Task 3 - Deliverables

This task will include the following deliverables:

- A 100% draft report (1 electronic copy, 5 hard copies)
- A 100% final draft report (1 electronic copy, 5 hard copies)
- A 100% final report (1 electronic copy, 10 hard copies)

Task 4 - Environmental Documentation

Carollo's subconsultant, Tom Dodson and Associates, will prepare a Programmatic Environmental Impact Report (PEIR) that complies with the CEQA and NIPA regulations. This document will cover all the projects that are identified in the Water Master Plan CIP. This task will start after the completion of Tasks 1 and 2.

It is estimated that the preparation of the draft report will take approximately six (6) months, while the preparation of the administrative draft will take another 4 weeks after review by the District. After a 90-day public review period of the administrative draft, the PEIR final report can be prepared. The duration of this phase can vary from one to three months, depending on the public comments received.

Task 4 - Deliverables

This task will include the following deliverables:

- A 100% draft report (1 electronic copy, 5 hard copies)
- A 100% final draft report or administrative draft (1 electronic copy, 5 hard copies)
- A 100% final report (1 electronic copy, 10 hard copies)[IW1]

Task 5 - Atlas Sheets

The fee estimate included in this proposal consists of the two subtasks, the preparation of maps for the BMWD service area and the update of the maps prepared for the VVWD service area in July of 2006. It is assumed that all maps will be prepared in Autodesk Map 5. If the District would like to use a more recent version of Autodesk Map, such as AutoCAD Map 3D, the fee of this task would be \$5,300 more to cover the license cost.

Task 5.1 - BMWD Atlas Maps

Carollo will prepare atlas maps for the BMWD service area that are identical in format and level of detail as the previous set of atlas maps prepared for VVWD in July of 2006. Using the same dimensions and scale per sheet, it is estimated that 172 atlas sheets would be required to cover the BMWD service area.

Carollo will use the San Bernardino County parcel map for the BMWWD service area. Carollo will annotate street names and valve numbers for the BMWWD service area. It is assumed that the District will provide survey data in the same format as was provided for the preparation of the previous set of atlas maps for the VVWD. This included coordination points for all system valves, water meters, fire hydrants, blow offs, air relief valves, well heads, reservoir walls, and monuments / control points. It is also assumed that the existing hydraulic model can be used to establish connectivity and diameter of pipelines for generating the atlas maps.

This task could be started as soon as the survey data is made available.

Task 5.2 - VVWD Atlas Maps Updates

The set of atlas maps Carollo prepared for VVWD in July of 2006 reflect the state of the VVWD near the end of 2004. Carollo will make modifications to up to 60 atlas sheets to incorporate water system changes that were implemented after the completion of the original survey near the end of 2004. The fee estimate is based on the assumption that all required modifications will be delivered in one package. Additional rounds of map updates could be completed under an optional task.

It is assumed that the District will provide a GPS survey of all the changes to be implemented, similar to that provided for the previous set of atlas maps. It is also assumed that the District will provide as-built drawings or design drawings to establish pipe sizes and connectivity for all changes to be implemented.

As part of this task, Carollo will also annotate street names and valve numbers for areas where development occurred after the completion of the previous set of atlas maps.

Task 5.3 – SCLA Atlas Maps

Carollo will prepare atlas maps for the SCLA service area that are identical in format and level of detail as the previous set of atlas maps prepared for VVWD in July of 2006.

The level of effort required to include atlas sheets for the SCLA is dependent upon the density and level of detail of facilities within the SCLA. Using the same dimensions and scale per sheet, it is estimated that 78 atlas sheets would be required to cover the SCLA and surrounding industrial areas. The number of sheets required for the SCLA could be adjusted (reduced) if the District would only require sheets for the area currently serviced with water mains. This would also change the fee estimate for this task using a per-sheet basis estimate.

It is assumed that the District will provide a GPS survey of the SCLA area, similar to that provided for the previous set of atlas maps. This included coordination points for all system valves, water meters, fire hydrants, blow offs, air relief valves, well heads, reservoir walls, and monuments / control points. It is also assumed that the District will provide overview drawings to establish pipe sizes and connectivity for the SCLA area, and that this level of accuracy is sufficient, and as-built drawings will not need to be consulted. Carollo will annotate street names and valve numbers for features added to the SCLA atlas maps.

This task could be started as soon as the survey data is made available.

Task 5 - Deliverables

This task will include the following deliverables:

- One complete set of tabloid sized (11"x17") color maps for the VVWD service area, the BMWD service area, and area owned by SCLA. It is estimated that this set will include approximately 570 sheets.
- One electronic copy (CD or DVD) of all atlas maps in PDF format.
- One electronic copy (CD or DVD) of the Autodesk Map 5 project files used to generate the atlas map set.

Task 6 - Project Management and Meetings

Task 6.1 - Project Management

This task will cover the time required for project management during the completion of the tasks described in this scope of work. This task includes time for Carollo's project manager and administrative staff for: budget and resource management, coordination with sub consultants, schedule updates, and the preparation of invoices. The fee estimate is based on the assumption that the project will be completed within 12 months from the notice to proceed. This period is broken down as follows:

Task 1: 4 months (June - September 2007)

Task 2: 6 months (June - November 2007)

Task 3: 3 months (December 2007 - February 2008)

Task 4: 6 months (December 2007 - May 2008)

Task 5: 3 months (depending on the availability of survey data)

Task 6.2 - Project Meetings

This task includes time for up to 12 project meetings and four (4) additional conference calls. These meetings will be attended by our partner-in-charge, project manager, and the project engineer(s). Carollo will prepare agenda's and meeting minutes for each meeting that will be distributed by e-mail. These meetings are anticipated as follows:

- 6 meetings for the preparation of the Recycled Water Master Plan and the Water Master Plan
- 2 meetings for the preparation of the financial plan
- 2 meetings for the preparation of the PEIR
- 2 meetings for the preparation of Atlas Maps.
- 4 additional conference calls on an as-needed basis

Expansion of the 20-Year Comprehensive Master Plan

Task	Task Description	Partner In Charge (hrs)	Project Manager (hrs)	Assistant Professional (hrs)	Assistant Professional (hrs)	Doc Proces. Graphics (hrs)	QA/QC (hrs)	Total Labor (hrs)	ODCs	SUBs	TOTAL FEE	Allocation VVWD	Allocation BWMD	Fee Allocation VVWD	Fee Allocation BWMD
Task 1 - Recycled Water Master Plan		26	88	132	444	176	40	906	\$ 2,500		\$ 128,314			\$ 64,157	\$ 64,157
1.1	Data Gathering and Review		2	24	24							50%	50%	\$ 3,355	\$ 3,355
1.2	Recycled Water Demands		2	40	48	24						50%	50%	\$ 7,103	\$ 7,103
1.3	Recycled Water Supplies		2	16	40	24						50%	50%	\$ 5,007	\$ 5,007
1.4	Recycled Water Model		2	20	60	16	4					50%	50%	\$ 6,665	\$ 6,665
1.5	System Analysis		16	16	80	8	4					50%	50%	\$ 8,814	\$ 8,814
1.6	Capital Improvement Program	8	16	16	40	24	4					50%	50%	\$ 7,870	\$ 7,870
1.7	RWMP Report											50%	50%	\$ -	\$ -
	Draft	8	24		80	40	16		\$ 500			50%	50%	\$ 12,674	\$ 12,674
	Final Draft	6	16		40	24	8		\$ 1,000			50%	50%	\$ 7,553	\$ 7,553
	Final	4	8		32	16	4		\$ 1,000			50%	50%	\$ 5,116	\$ 5,116
Task 2 - Water Master Plan		26	196	684	316	232	60	1,514	\$ 2,500		\$ 216,530			\$ 17,289	\$ 199,281
2.1	Data Gathering and Review		8	24	24							0%	100%	\$ -	\$ 9,976
2.2	Demand Projections		16	40	48	40	4					0%	100%	\$ -	\$ 19,588
2.3	Model Update		28	100	84	32						0%	100%	\$ -	\$ 33,020
2.4	Model Calibration		12	80	32	16	8					0%	100%	\$ -	\$ 20,556
2.5	Existing System Analysis		16	80	40	8						0%	100%	\$ -	\$ 19,848
2.6	Pressure Zone Analysis		12	60	24	8						50%	50%	\$ 7,144	\$ 7,144
2.7	Future System Analysis		16	80	40	8						10%	90%	\$ 1,985	\$ 17,863
2.8	Capital Improvement Program	8	16	40	24	24						10%	90%	\$ 1,586	\$ 14,278
2.9	WMP Report											10%	90%	\$ -	\$ -
	Draft	8	32	80		40	24		\$ 500			10%	90%	\$ 2,888	\$ 25,996
	Final Draft	6	24	60		32	16		\$ 1,000			10%	90%	\$ 2,201	\$ 19,813
	Final Draft	4	16	40		24	8		\$ 1,000			10%	90%	\$ 1,464	\$ 13,180
Task 3 - Financial Analysis		4	8	0	0	40	0	52	\$ 2,000	\$ 17,600	\$ 25,972			\$ 11,402	\$ 14,570
3.1	Data Gathering									\$ 5,280		20%	80%	\$ 1,056	\$ 4,224
3.2	O&M Projections									\$ 8,800		50%	50%	\$ 4,400	\$ 4,400
3.3	Connection Fees									\$ 3,520		50%	50%	\$ 1,760	\$ 1,760
3.4	Meeting and Documentation	4	8			40			\$ 2,000			50%	50%	\$ 4,186	\$ 4,186
Task 4 - Environmental Documentation		0	16	0	0	0	0	16	\$ -	\$ 22,000	\$ 25,376			\$ -	\$ 25,376
4.1	Additional PEIR Work		16							\$ 22,000		0%	100%	\$ -	\$ 25,376
Task 5 - Atlas Sheets		0	28	598	0	0	0	626	\$ 570	\$ -	\$ 84,816			\$ 37,423	\$ 47,394
5.1	BWMD Atlas Maps		8	329								0%	100%	\$ -	\$ 44,787
5.2	VVWD Atlas Map Updates		8	96								100%	0%	\$ 14,264	\$ -
5.3	SCLA Atlas Maps		8	144								100%	0%	\$ 20,552	\$ -
5.4	Preparation of Deliverables		4	29					\$ 570			50%	50%	\$ 2,607	\$ 2,607
Task 6 - Project Management		48	120	72	0	24	0	264	\$ 2,040	\$ -	\$ 50,136			\$ 5,014	\$ 45,122
6.1	Project Management (12 months)		48			24						10%	90%	\$ 1,238	\$ 11,146
6.2	Meetings (12)	48	72	72					\$ 2,040			10%	90%	\$ 3,775	\$ 33,977
Totals		104	456	1486	760	472	100	3,378	\$ 9,610	\$ 39,600	\$ 531,144			\$ 135,265	\$ 395,880

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AGENDA ITEM

VICTORVILLE WATER DISTRICT BOARD MEETING OF: September 4, 2007

SUBMITTED BY: City Attorney's Office
Andre de Bortnowsky, Assistant City Attorney
Jennifer A. Mizrahi, Deputy City Attorney

SUBJECT: **Resolution No. VWD-07-003**—This Resolution would rescind the purchasing and procuring policies of both the Victor Valley Water District and the Baldy Mesa Water District and adopt the Victorville Water District's Policy

RECOMMENDATION: Should the Victorville Water District Board desire, to adopt a Resolution titled **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT RESCINDING ANY PURCHASING POLICIES OF THE FORMER VICTOR VALLEY WATER DISTRICT AND OF THE FORMER BALDY MESA WATER DISTRICT, AND ADOPTING THE VICTORVILLE WATER DISTRICT'S POLICY FOR PURCHASING AND/OR PROCURING**

FISCAL IMPACT: N/A

DISCUSSION:

The Local Agency Formation Commission of the County of San Bernardino ("LAFCO"), pursuant to Resolution No. 2977, (Proposal No. LAFCO 2991) approved a reorganization to include the consolidation of the Baldy Mesa Water District and the Victor Valley Water District to be consolidated into the Victorville Water District. In doing so, one of the LAFCO conditions stated that the Victorville Water District shall function and carry out all authorized duties and responsibilities assigned to a county water district as outlined in California Water Code Sections 30000 *et seq.* and other applicable laws. In addition, the LAFCO stated that the Victorville Water District may revise any ordinance, resolution, policy or practice of either the former Victor Valley Water District, or the Baldy Mesa Water District.

The former Baldy Mesa Water District and the former Victor Valley Water District currently have two separate policies related to purchasing. This resolution would establish one policy for the Victorville Water District, and will rescind the two former districts' policies.

RESOLUTION NO. VWD 07-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT RESCINDING ANY PURCHASING POLICIES OF THE FORMER VICTOR VALLEY WATER DISTRICT AND OF THE FORMER BALDY MESA WATER DISTRICT, AND ADOPTING THE VICTORVILLE WATER DISTRICT'S POLICY FOR PURCHASING AND/OR PROCURING

WHEREAS, the Local Agency Formation Commission of the County of San Bernardino ("LAFCO"), pursuant to Resolution No. 2977, (Proposal No. LAFCO 2991) approved a reorganization to include the consolidation of the Baldy Mesa Water District and the Victor Valley Water District to be consolidated into the Victorville Water District; and

WHEREAS, pursuant to Condition No. 5 of LAFCO Resolution No. 2977, the Victorville Water District shall function and carry out all authorized duties and responsibilities assigned to a county water district as outlined in California Water Code Sections 30000 *et seq.* and other applicable laws; and

WHEREAS, pursuant to Condition No. 11 of LAFCO Resolution No. 2977, the Victorville Water District may duly revise any ordinance, resolution, policy or practice of either the former Victor Valley Water District, or the Baldy Mesa Water District; and

WHEREAS, the Victorville Water District desires to rescind any Victor Valley Water District or Baldy Mesa Water District policy relating to informal or formal purchasing or procuring; and

WHEREAS, the Victorville Water District desires to adopt a new policy relating to purchasing and procuring.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Rescission

The Victorville Water District hereby rescinds any Victor Valley Water District or Baldy Mesa Water District policy regarding purchasing and/or procurement.

SECTION 2: Adoption of Victorville Water District Policy

The Victorville Water Districts hereby adopts the following policy relating to purchasing policies and procedures:

Victorville Water District Policy Relating to Purchasing

The Victorville Water District, as a County Water District formed pursuant to Water Code Sections 30000 *et seq.*, will follow California State Law, as it may be amended from time to time, for all of its purchasing, procuring, and public works projects, as they relate to County Water Districts.

SECTION 3. Effective Date

This Resolution shall take effect upon its adoption.

SECTION 4. Certification

The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the Victorville Water District; and shall make a minute of passage and adoption thereof in the records of the proceedings of the Victorville Water District, in the minutes of the meeting at which this Resolution is passed and adopted.

AGENDA

September 4, 2007

RESOLUTION NO. VWD 07-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTORVILLE WATER DISTRICT RESCINDING ANY PURCHASING POLICIES OF THE FORMER VICTOR VALLEY WATER DISTRICT AND OF THE FORMER BALDY MESA WATER DISTRICT, AND ADOPTING THE VICTORVILLE WATER DISTRICT'S POLICY FOR PURCHASING AND/OR PROCURING

Action to be Taken: Adopt Resolution

Certified copy of Resolution to be returned to

GREEN, de BORTNOWSKY & QUINTANILLA, LLP

VVCA\0060\DOC\005.DOC



AGENDA ITEM

VICTORVILLE WATER DISTRICT MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: JoAnn Almond
Council Member

DATE: 8/28/07

SUBJECT: DISCUSSION OF WATER CONSERVATION

RECOMMENDATION: N/A

FISCAL IMPACT:

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

No
 Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: Councilmember Almond would like to explore new ways to enhance Victorville's policies on water conservation.

JA/dl

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**CITY OF VICTORVILLE
CITY COUNCIL
AGENDA**

REGULAR MEETING
SEPTEMBER 4, 2007
7:00 P.M.

14343 CIVIC DRIVE, VICTORVILLE
CITY COUNCIL CHAMBERS
www.ci.victorville.ca.us

THE CITY COUNCIL MEETING IS SCHEDULED TO BEGIN AT 7 P.M. OR AS SOON THEREAFTER AS POSSIBLE UPON THE CONCLUSION OF THE MEETING OF THE VICTORVILLE WATER DISTRICT

NOTICE TO THE PUBLIC: PERSONS WHO WISH TO ADDRESS THE COUNCIL ON AN AGENDA ITEM ARE REQUESTED TO COMPLETE ONE OF THE **WHITE CARDS** WHICH HAVE BEEN PLACED ON THE AGENDA TABLE IN THE FOYER OF THE COUNCIL CHAMBERS AND GIVE IT TO THE CITY CLERK FOR THE RECORD

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE ACCOMMODATION TO PARTICIPATE IN A CITY COUNCIL MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN AN ALTERNATIVE FORMAT BY CONTACTING THE VICTORVILLE CITY CLERK'S OFFICE (760) 955-5026 NO LATER THAN 72 HOURS PRIOR TO THE MEETING

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

PUBLIC HEARINGS

3. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2205 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING CHAPTER 13.05 TO THE VICTORVILLE MUNICIPAL CODE

RELATING TO NUISANCE VEHICLES AND PROVIDING FOR THE SEIZURE AND FORFEITURE OF VEHICLES USED FOR THE PURPOSE OF ILLEGAL DUMPING

4. PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2207 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTION 5.04.670 OF THE VICTORVILLE MUNICIPAL CODE, TITLED "HOTELS, MOTELS, AND OTHER RENTAL UNITS" TO INCLUDE PROVISIONS PERTAINING TO THE LICENSING AND OPERATION OF MULTIPLE FAMILY DWELLING UNITS, ROOMING HOUSES AND SINGLE FAMILY RENTAL RESIDENTIAL UNITS

5. PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2208 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTIONS 2.28.190, 2.28.210, 2.28.220, 2.28.230, 2.28.240 OF CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE TO ADJUST DOLLAR AMOUNT THRESHOLDS FOR INFORMAL AND FORMAL BIDS TO STATE LAW MAXIMUMS, AND ADDING SECTION 2.28.290 TO IMPLEMENT THE RECYCLED PRODUCTS PROCUREMENT MANDATE

CONSENT CALENDAR

6. PRESENTATION OF REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS:

- A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 4 IN THE AMOUNT OF \$4,851,875.22 COVERING WARRANT NOS. 590185, 590819, 578357, 580756, 590704, 590917 AND 590937 THROUGH 591392 INCLUSIVE
- B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 2B FOR PAYROLL PERIOD JULY 28, 2007 THROUGH AUGUST 10, 2007, IN THE AMOUNT OF \$1,384,459.88 COVERING WARRANT NOS. 22173 THROUGH 22239 AND ADVICE NOS. 118211 THROUGH 118790 INCLUSIVE
- C. PRESENTATION OF REQUEST TO ACCEPT THE STAFF REPORTS FROM THE FOLLOWING:
1. CITY OF VICTORVILLE'S QUARTERLY TREASURER'S REPORT
 2. DEVELOPMENT DEPT. – MARCH THROUGH JULY 2007

- D.** PRESENTATION FOR SECOND READING AND ADOPTION BY THE CITY COUNCIL OF ORDINANCE NO. 2206 ENTITLED:

AN ORDINANCE OF THE CITY OF VICTORVILLE ESTABLISHING TRAFFIC REGULATION IN SAID CITY AND AMENDING SECTION 12.36 OF THE VICTORVILLE MUNICIPAL CODE, ENTITLED "TRUCK ROUTES"
- E.** PRESENTATION OF REQUEST TO ADOPT COUNCIL POLICY CP-07-01 – GREEN TREE GOLF COURSE FENCE GUIDELINES
- F.** PRESENTATION OF REQUEST TO APPROPRIATE ADDITIONAL FUNDS TO AWARD A CONTRACT TO DELL COMPUTER CORPORATION FOR THE PURCHASE OF THIRTY (30) OPTIPLEX 745 COMPUTERS, THIRTY (30) OFFICE 2007 PROFESSIONAL PLUS LICENSES AND THIRTY (30) MICROSOFT EXCHANGE USER CAL'S IN THE AMOUNT OF \$53,399.72
- G.** PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE BOND ONLY FOR THE STORM DRAIN AND SEWERS FOR TRACT 17135 – JD PIERCE COMPANY
- H.** PRESENTATION OF REQUEST TO RELEASE 20% OF THE FAITHFUL PERFORMANCE BOND ONLY FOR STREETS FOR TRACT 17019 – AMERICAN HOUSING GROUP
- I.** PRESENTATION OF REQUEST FOR A 50% PARTIAL RELEASE OF THE STREET BOND FOR TRACT 16861 – AMERICAN HOUSING GROUP
- J.** PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE BOND ONLY FOR STORM DRAIN/SEWER/EROSION CONTROL AND SCE UNDERGROUNDING FOR TRACT 16861 – AMERICAN HOUSING GROUP
- K.** PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE AND LABOR BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACTS 14798 AND 16524 – FRONTIER HOMES
- L.** PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE AND LABOR BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 16574, PHASE 1 THROUGH 4, LOTS A THROUGH O – CENTURY VINTAGE HOMES
- M.** PRESENTATION OF REQUEST TO WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 07-309 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE GIVING APPROVAL AND AUTHORIZATION TO
DESTROY CERTAIN RECORDS OF THE FINANCE DEPARTMENT

WRITTEN COMMUNICATIONS

7. PRESENTATION OF REQUEST TO APPROVE A O&M CONTRACT FOR THE FISCAL YEAR 2007-2008 (MONTHS 5 THROUGH 16) PORTION OF THE TWO-YEAR OPERATIONS AND MAINTENANCE CONTRACT WITH WALTERS POWER INTERNATIONAL, L.L.C. IN THE AMOUNT OF \$2,376,224.00
8. PRESENTATION OF REQUEST TO APPROPRIATE AN ADDITIONAL \$162,035.00 FROM MEASURE I FUNDING AND AWARD A PROFESSIONAL SERVICES CONTRACT TO PARSONS TRANSPORTATION GROUP, INC. (PTG) FOR THE DESIGN OF NATIONAL TRAILS HIGHWAY FROM SOUTHBOUND I-15 ONRAMP TO NATIONAL TRAILS HIGHWAY OVERHEAD IN THE AMOUNT OF \$586,000.00
9. PRESENTATION OF REQUEST TO TAKE ACTION TO COMMIT THE MATCHING FUNDS TO SUPPLEMENT POTENTIAL FUNDS TO BE RECEIVED FROM THE TRADE CORRIDORS IMPROVEMENT FUND FOR THE HIGH DESERT CORRIDOR, PHASE 1A, INTERMODAL GATEWAY PROJECT IN THE AMOUNT OF \$200,000,000 WITH THE PROPOSED FUND SOURCE BREAKDOWN OR A MODIFICATION THEREOF

COUNCIL REPORTS

10. PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

CLOSED SESSION

11. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS
AGENCY DESIGNATED REPRESENTATIVES: Jon B. Roberts, City Manager
UNDER NEGOTIATION: Salary/Salary Schedules and Fringe Benefits

ADJOURNMENT OF MEETING



AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 8/28/07

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

FISCAL IMPACT: N/A

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

___ No
___ Yes/\$ Amt.:

Finance Director Review and Approval ___

DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

Accordingly, this item has been placed on the agenda to afford an opportunity for public comment at this time.

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AGENDA ITEM

CITY COUNCIL MEETING OF SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 8/28/07

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

DISCUSSION: All revisions to the agenda will be presented at this time.

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: City Attorney's Office
Andre de Bortnowsky, Assistant City Attorney
Jennifer A. Mizrahi, Deputy City Attorney

SUBJECT: **Proposed Ordinance No. 2205 and addition of Chapter 13.05 of the Victorville Municipal Code to Declare Vehicles Used in Illegal Dumping as Nuisance Vehicles Subject to Seizure and Forfeiture**

RECOMMENDATION: Should the City Council desire, to introduce by title only the attached ordinance titled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING CHAPTER 13.05 TO THE VICTORVILLE MUNICIPAL CODE RELATING TO NUISANCE VEHICLES AND PROVIDING FOR THE SEIZURE AND FORFEITURE OF VEHICLES USED FOR THE PURPOSE OF ILLEGAL DUMPING**

FISCAL IMPACT: N/A

DISCUSSION:

BACKGROUND:

Numerous crimes involving illegal dumping occur throughout the City and the persistence of these crimes has a continuing detrimental impact on the surrounding neighborhoods.

The City has received numerous complaints concerning the nuisance created by the use of motor vehicles in the commission of illegal dumping. Illegal dumping causes increased blight in residential and commercial areas, poses a safety hazard, and causes a reduction in property values. This safety hazard and blighting effect is a nuisance for all residents throughout the community. Blighted conditions exist to such an extent that they have caused a substantial physical, social and economic burden on the community.

In an effort to reduce crime rates and improve the quality of life for its residents, the proposed Ordinance provides for the forfeiture of any vehicle used in illegal dumping.

SUMMARY OF ORDINANCE:

The proposed Ordinance adds Chapter 13.05 to the Victorville Municipal Code and declares that vehicles used for the purpose of illegal dumping are nuisances. A vehicle may be seized and forfeited upon issuance of a court order or without a court order if it is seized as an incident to an arrest or lawful search, or if the Sheriff's deputy has probable cause to believe the vehicle was used in violation of the Ordinance.

The Ordinance requires notice to the legal owner within two days of the seizure. If it is determined that the vehicle was used in the commission of illegal dumping, the City may file a petition for forfeiture of the vehicles. The legal owner may file a Claim Opposing Forfeiture with the Superior Court within ten (10) days of the petition for forfeiture. Upon proof that the vehicle was used as set forth in the Ordinance, and a Claim Opposing Forfeiture is filed, the Court shall hear the matter and determine whether to order the vehicle forfeiture to the City. If no claims are filed, the vehicle shall be forfeited to the City upon the issuance of a written declaration of forfeiture.

The vehicle shall be sold and the proceeds divided as follows:

(a) To the City for all expenditures, including attorneys' fees, made or incurred by it in connection with the enforcement of this chapter;

(b) To the bona fide or innocent purchaser, conditional sales vendor, lien holder of the property, if any, up to the amount of his or her interest in the property, when the Court, District Attorney or City Attorney declaring the forfeiture orders a distribution to that person;

(c) The remaining funds shall be deposited in the City's general fund.

ORDINANCE NO. 2205

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING CHAPTER 13.05 TO THE VICTORVILLE MUNICIPAL CODE RELATING TO NUISANCE VEHICLES AND PROVIDING FOR THE SEIZURE AND FORFEITURE OF VEHICLES USED FOR THE PURPOSE OF ILLEGAL DUMPING

WHEREAS, the residents of the City of Victorville live with the nuisance created in their neighborhoods by vehicles that are brought into their communities for the purposes of illegal dumping, and they have brought this matter to the attention of their local elected officials; and

WHEREAS, persons who use vehicles to illegally dump waste matter contribute to blight, increased crime in the City of Victorville, and the general decay of neighborhoods in the City; and

WHEREAS, the seizure and forfeiture of vehicles that are used in illegal dumping will serve to abate the nuisance caused by these activities in that the person driving or controlling these vehicles will be deterred from using vehicles to facilitate their crimes; and

WHEREAS, Article XI, Section 7 of the California Constitution authorizes a City to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws, and California Government Code § 38771 permits the legislative body of a city to declare what constitutes a nuisance; and

WHEREAS, declaring as nuisances the vehicle of persons who commit acts of illegal dumping will deter these individuals from using their vehicles to create nuisance conditions by subjecting their vehicles to seizure and forfeiture.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Title.

Chapter 13.05 is added to the Victorville Municipal Code is titled "Seizure and Forfeiture of Vehicles Used in the Commission of Illegal Dumping" and shall be read as follows:

**Chapter 13.05 SEIZURE AND FORFEITURE OF VEHICLES USED IN THE
COMMISSION OF ILLEGAL DUMPING**
13.05.010 Vehicle Declared Nuisance.
13.05.020 Commencement of Proceedings.
13.05.030 Property Rights Vested in City.

- 13.05.040 Seizure Process.
- 13.05.050 Receipts.
- 13.05.060 Property Held for Evidence.
- 13.05.070 Petition for Forfeiture.
- 13.05.080 Claim Opposing Forfeiture.
- 13.05.090 Voluntary Settlement Procedures.
- 13.05.100 Sale of Forfeited Vehicles - Proceeds.
- 13.05.110 Vehicles Not Subject to Forfeiture.

13.05.010 Vehicle Declared Nuisance.

Any vehicle, including contents, used to illegally dump waste matter is declared to be a nuisance, and the vehicle and its contents shall be enjoined and abated as provided in this chapter. For purposes of this chapter, illegal dumping means to dump or cause to be dumped waste matter in or on any private or public property, including but not limited to roads, vacant land, rights-of-way, parks, and landfills, without the consent of the land owner. For purposes of this chapter "waste matter" means any substance in any form, including but not limited to garbage, refuse, trash, construction material, furniture, equipment, dirt, soil, rock, or other aggregate material, or offensive matter of any kind. Any person or his or her servant, agent or employee who owns, operates, leases, conducts or maintains any property used for any of the purposes set forth in this section is guilty of a nuisance.

13.05.020 Commencement of Proceedings.

If property was used for any of the purposes set forth in Section 13.05.010, the City may commence proceedings under this chapter.

13.05.030 Property Rights Vested in City.

All right, title, and interest in any property described in Section 13.30.010 shall vest in the City upon commission of the act giving rise to the nuisance under this chapter.

13.05.040 Seizure Process and Post-seizure Hearing.

(a) Vehicles subject to forfeiture under this chapter may be seized by any peace officer or City enforcement officer of the City of Victorville upon process issued by any court having jurisdiction over the property. Seizure without process may be made if any of the following situations exist:

- (1) The seizure is incident to an arrest or a search under a search warrant;
or
- (2) There is probable cause to believe that the property was used in violation of this chapter.

(b) Notwithstanding subsection (a) above, an immediate investigation shall be made by the Victorville Police Department as to any potential claimant to a vehicle whose right, title, interest, or lien is of record in the Department of Motor Vehicles of this or any other state or appropriate federal agency. If the Victorville Police Department finds that any person, other than the registered owner, is the legal owner, and the ownership did not arise subsequent to the date and time of arrest or seizure of the vehicle or notification of the forfeiture proceedings, it shall within two business days of the vehicle's seizure, send a notice of seizure to the legal owner at his or her address appearing on the records of the Department of Motor Vehicles of this or any other state or any appropriate federal agency.

(c) Notices. The notice of seizure shall include the following:

- (1) the name, address and telephone number of the agency providing the notice;
- (2) the authority and reason for the seizure;
- (3) a statement that in order to receive their post-seizure hearing, the owners, or their agents, must request the hearing in person, in writing, or by telephone within ten calendar days of the date of the notice; and
- (4) a statement that a report of the seizure investigation shall be sent to the District Attorney or City Attorney for review for institution of forfeiture proceedings.

(d) Hearing. The Victorville Police Department seizing the vehicle shall provide any potential claimants discovered as a result of the investigation set out in subsection (b) with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within two (2) business days of the request. The Victorville Police Department may authorize its own officer or employee to conduct the hearing as long as the hearing officer is not the same person who directed the seizure of the vehicle. Failure of either the registered legal owner, or his or her agent, to request or attend a scheduled hearing within the appropriate time frame shall be a waiver of the right to a post-seizure hearing.

(e) The scope of the post-seizure hearing shall be: whether probable cause exists that the subject vehicle was used to commit a nuisance. If the hearing officer finds that probable cause exists, the vehicle shall remain in possession of the City until final disposition of the vehicle. If the hearing officer finds that probable cause does not exist, the hearing officer may release the vehicle. The hearing officer shall also consider whether it would be inappropriate for the vehicle to remain in possession of the City under the circumstances of a particular case based upon a showing of extreme hardship.

13.05.050 Receipts.

Receipts for vehicles seized pursuant to this chapter shall be delivered to any person from whose possession such vehicle was seized, in accordance with Section 1412 of the Penal Code.

13.05.060 Property Held for Evidence.

Property seized pursuant to this chapter, where appropriate, may be held for evidence. The District Attorney or City Attorney shall institute and maintain the proceedings.

13.05.070 Petition for Forfeiture.

(a) Except as provided in subdivision (f) of this section, and after any post-seizure hearing, if the District Attorney or City Attorney determines that the factual circumstances do warrant that the vehicle described in Section 13.05.010 is subject to forfeiture, the District Attorney or City Attorney shall file a petition for forfeiture with the Superior Court of San Bernardino County.

(b) A petition for forfeiture under this section shall be filed as soon as practicable, but in any case within thirty days of the ruling of the results from the post-seizure hearing, if any.

(c) The District Attorney or City Attorney shall cause the petition for forfeiture, as well as a notice stating that any interested party may file a verified Claim Opposing Forfeiture with the Superior Court of San Bernardino County, Victorville District, to be served by personal delivery or by registered mail upon any person who has an interest in the seized vehicle. Whenever a notice is delivered pursuant to this section, it shall be accompanied by a claim form as described in Section 13.05.080 and directions for the filing and service of a Claim Opposing Forfeiture.

(d) The petition for forfeiture shall set forth 1) a description of the vehicle, 2) the date and place of seizure, 3) the violation of law alleged with respect to forfeiture of the property; (4) the instructions for filing and serving a Claim Opposing Forfeiture with the Court and time limits for filing a claim; and (5) notice that failure to properly file and serve the Claim Opposing Forfeiture will result in forfeiture of the property.

(e) With respect to vehicles described in Section 13.05.010 for which forfeiture is sought and as to which forfeiture is contested, the City shall have the burden of proving by clear and convincing evidence that the vehicle was used as set forth in Section 13.05.010. Trial shall be before the court or jury. The presiding judge of the Superior Court shall assign the action brought pursuant to this chapter for trial.

(f) If no Claim Opposing Forfeiture is timely filed, the District Attorney or City Attorney shall prepare a written declaration of forfeiture of the vehicle to the City

and dispose of the property in accordance with this chapter. A written declaration of forfeiture signed by the District Attorney or City Attorney under this section shall be deemed to provide good and sufficient title to the forfeited property. The District Attorney or City Attorney ordering forfeiture pursuant to this subsection shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

13.05.080 Claim Opposing Forfeiture.

(a) Any person claiming an interest in the vehicle seized pursuant to Section 13.05.040 must, at any time within ten days from the date of the petition of forfeiture, file with the Court, a verified claim stating his or her interest in the property in order to properly oppose forfeiture.

(b) (1) If a verified Claim Opposing Forfeiture is filed, the forfeiture proceeding shall be set for hearing as soon as is amenable to the Court.

(2) The hearing shall be before the court.

(3) The provisions of the Code of Civil Procedure shall apply to proceedings under this chapter unless otherwise inconsistent with the provisions or procedures set forth in this chapter. However, in proceedings under this chapter, there shall be no joinder of actions, coordination of actions, except for forfeiture proceedings, or cross-complaints, and the issues shall be limited strictly to the questions related to this chapter.

13.05.090 Voluntary Settlement Procedures.

Any person, or his or her agent or employee who owns, leases, conducts, uses or maintains any vehicle while committing any nuisance described in this Chapter and whose vehicle has been seized in accordance with this section may request to execute a voluntary settlement agreement with the City for the return of the vehicle. Such request shall be made in writing to the City. The minimum amount of the settlement agreement shall be sufficient to cover all of the City's reasonable administrative costs, including attorneys' fees and personnel time for the seizure and forfeiture action. The actual amount shall be at the sole and absolute discretion of the District Attorney or City Attorney. The executed settlement agreement shall be accompanied by the appropriate settlement fee amount in the form of a money order, cash or cashier's check. All settlement funds shall be distributed as set forth in subsection 13.05.100 of this section.

13.05.100 Sale of Forfeited Vehicles - Proceeds.

In all cases where vehicles seized pursuant to this chapter are forfeited to the City, the vehicles shall be sold, or if cash is paid as settlement in lieu of the forfeiture of the vehicle, the proceeds of the sale shall be distributed and appropriated as follows:

(a) To the City for all expenditures, including attorneys' fees, made or incurred by it in connection with the enforcement of this chapter;

(b) To the bona fide or innocent purchaser, conditional sales vendor, lien holder of the property, if any, up to the amount of his or her interest in the property, when the Court, District Attorney or City Attorney declaring the forfeiture orders a distribution to that person;

(c) The remaining funds shall be deposited in the City's general fund.

3.03.110 Vehicles Not Subject to Forfeiture.

(a) A vehicle is not subject to forfeiture and the City shall release the vehicle to the registered owner or legal owners or to an authorized agent under any of the following circumstances:

1. When the vehicle was stolen.
2. When the vehicle is subject to bailment and was driven by an employee of the bailee; such as a parking lot attendant, or a garage mechanic.
3. When the vehicle is owned by two or more persons and there is a community property interest in the vehicle by a person other than the person who used or maintained the vehicle while committing any nuisance, and the vehicle is the sole vehicle available to the person's immediate family.
4. The vehicle is owned by a rental car agency with a duly executed contract with the person who used or maintained the vehicle while committing any nuisance described in this Chapter.

SECTION 2. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. Non-exclusive Remedy.

The penalties in this Chapter are non exclusive. It supplements and is in addition to the other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the City, the state or any other legal entity or agency having jurisdiction.

SECTION 4. Effective Date.

This ordinance shall take effect thirty (30) days after its final passage.

SECTION 5. Certification.

The City Clerk of the City of Victorville is hereby directed to certify to the passage and adoption of this Ordinance and to cause it to be published as required by law.

First read at a regular meeting of the City Council held on the 4th day of September, 2007 and adopted and ordered published at a regular meeting of said Council held on the _____ day of _____, 2007.

Terry Caldwell, Mayor

ATTEST:

Carolee Bates, City Clerk

APPROVED AS TO FORM:

City Attorney

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: City Attorney's Office
Andre de Bortnowsky, Assistant City Attorney
Jennifer A. Mizrahi, Deputy City Attorney

SUBJECT: **Proposed Ordinance No. 2207** - Amendment to Section 5.04.670 of the Victorville Municipal Code to require owners or operators of residential rental properties to 1) complete a Crime-Free Multi-housing Seminar and 2) include a crime free addendum to their leases, prior to obtaining a City rental business license

RECOMMENDATION: Should the City Council desire, to introduce by title only the attached ordinance titled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTION 5.04.670, TITLED "HOTELS, MOTELS, AND OTHER RENTAL UNITS" TO INCLUDE PROVISIONS PERTAINING TO THE LICENSING AND OPERATION OF MULTIPLE FAMILY DWELLING UNITS, ROOMING HOUSES AND SINGLE FAMILY RENTAL RESIDENTIAL UNITS**

FISCAL IMPACT: N/A

DISCUSSION:

BACKGROUND:

The City of Victorville (the "City") currently requires owners of rental units within the City to secure a business license from the City. Poorly maintained and operated rental units contribute to increased blight and crime in residential areas, and results in a general decay of the surrounding areas. In an effort to eradicate nuisance rental units and to ensure the public health, safety and welfare of the residents of Victorville, the Police Department has suggested that the City set forth a Crime Free Multi-Housing Program for owners and operators of residential dwelling units.

SUMMARY OF ORDINANCE:

The proposed Ordinance amends the current Victorville Municipal Code to increase the safety and welfare of Victorville residents. The Proposed Ordinance requires that prior to obtaining a City rental business license, an owner or operator of property that is being rented out for residential purposes must comply with all of the following requirements: (a) Complete a Crime Free Multi-Housing Program Seminar (“Seminar”); and (b) Include a crime free lease addendum or have a clause in the lease similar to crime free lease addendum for any leases executed.

The Crime Free Multi-Housing Program is a crime prevention program designed to reduce crime, drugs, and gang activities on rental properties. At this Seminar, the Crime Free Housing Coordinator shall provide, at no cost, samples of the crime free lease addendum which is designed to make criminal activity a lease violation. The landlord shall have the authority under the clause or addendum to initiate an eviction proceeding as specified in California State Law.

Although not discussed in the Ordinance, the Seminar will consist of topics, including, but not limited to crime prevention, physical security, benefits of resident screening, lease arrangements and addendum, eviction issues, key control/master key, criminal activity prevention, crime prevention through environmental design, minimum door, window, and lock standards and compliance, exterior lighting, landscape maintenance and the importance of owners or operators making a crime free commitment.

The Crime Free Multi-Housing Coordinator, as designated by the Victorville Police Department, shall provide the Finance Director and Director of Community Development with a list of owners and/or operators who have completed the Seminar, with the date of attendance and verification that the owner or operator has complied with the ordinance.

The proposed Ordinance declares that it is a nuisance for any property owner or operator to allow certain offenses, including state and municipal law violations, to be committed on their property.

ORDINANCE NO. 2207

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
AMENDING SECTION 5.04.670 OF THE VICTORVILLE MUNICIPAL CODE, TITLED
“HOTELS, MOTELS, AND OTHER RENTAL UNITS” TO INCLUDE PROVISIONS
PERTAINING TO THE LICENSING AND OPERATION OF MULTIPLE FAMILY
DWELLING UNITS, ROOMING HOUSES AND SINGLE FAMILY RENTAL
RESIDENTIAL UNITS**

WHEREAS, the City of Victorville (the “City”) currently requires owners of rental units within the City to secure a business license from the City; and

WHEREAS, it is vital to the public health, safety, and welfare of the City to reduce crime and blight in residential communities caused by persons who do not maintain their rental properties; and

WHEREAS, the City desires to reduce crime and blight taking place in residential rental units; and

WHEREAS, the Crime Free Multi-Housing Program is a crime prevention program designed to assist owners, operators and tenants of rental properties to keep illegal activities off their properties; and

WHEREAS, the City Council finds and determines that having an ordinance regulating residential rental dwelling units is critical to preserving the public health, safety and welfare of all residents of the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Amendment to Section 5.04.670.

Section 5.04.670 titled “Hotels, motels and other rental units,” shall be amended to read as follows:

(a) For conducting or operating a hotel, motel, roominghouse, boardinghouse, apartment house or mobile home park, trailer court, private guest ranch, or any other accommodations for dwelling, sleeping or lodging at any place, whether occupied or not, shall pay an annual license tax of twenty-five dollars for ten units plus two dollars per year for each rental unit in excess of ten.

(b) Notwithstanding the foregoing, no person shall operate a hotel, motel, roominghouse, boardinghouse, apartment house, mobile home park, trailer court, private guest ranch, or any other accommodations for dwelling, sleeping or lodging at

any place, regardless of the amount of rental units available for rent, without first obtaining a valid city business license.

- (1) Prior to obtaining a business license, owners or operators of property that is being rented out for residential purposes must comply with all of the following requirements:
 - (A) Complete a Crime Free Multi-Housing Program Seminar (“Seminar”); and
 - (B) Include a crime free lease addendum or have a clause in the lease similar to crime free lease addendum for any leases executed.
- (2) Any current rental business license holder, at the time of adoption of this Ordinance, shall have until the expiration date of their current rental business license to complete the Seminar, or as soon as the Seminar is conducted, whichever time is later.
- (3) If the residential rental property has a new owner, the new owner shall have three months after purchase of the rental property to complete the Seminar, or as soon as the Seminar is conducted, whichever time is later.
- (4) If the residential rental property has a new operator other than the owner, the new operator shall have three months after hire to complete the Seminar, or as soon as the Seminar is conducted, whichever time is later.
- (5) Any owner or operator of property that is being rented out for residential purposes shall complete the Seminar once every three (3) years, and shall be deemed in compliance with this subsection so long as the owner or operator completes the Seminar prior to the expiration of the business license at the end of the third year.
- (6) The Crime Free Multi-Housing Coordinator, as designated by the Victorville Police Department, shall provide the Finance Director and Director of Community Development with a list of owners and/or operators who have completed the Seminar, with the date of attendance and verification that the owner or operator has complied with this subsection and is eligible to obtain, maintain or renew the business license.
- (7) Crime Free Multi-Housing Program. The Crime Free Multi-Housing Program is a crime prevention program designed to reduce crime, drugs, and gang activities on rental properties. At this Seminar, the

Crime Free Housing Coordinator shall provide, at no cost, samples of the crime free lease addendum and, if applicable, shall review any clauses within actual leases with the City's Attorney's Office to determine if the clause is similar to the crime free lease addendum. The clause is designed to make criminal activity a lease violation. The landlord shall have the authority under the clause or addendum to initiate an eviction proceeding as specified in California State Law.

(8) Nuisance Residential Rental Property. It is hereby declared a nuisance, which nuisance shall be abated pursuant to this Municipal Code and State Law, and to be declared against the health, peace and comfort of the City for any property owner and/or operator to allow or permit the following:

(A) Rental of any residential unit, including multiple family dwelling units, rooming houses, single family rental residential units, or residential building, such as an apartment, to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest, or other party under control of the tenant, to occur in or on the property: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, harmful materials, sale of obscene publication, criminal housing management, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the California Uniform Controlled Substances Act, or commission of any two or more of any other crimes under the State of California or under the Federal Government not specifically listed above.

(B) Rental of any residential unit, including multiple family dwelling units, rooming houses, single family rental residential units, or residential building, such as an apartment, to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur in or on the property: commission of four (4) or more City ordinance violations in a six (6) month period.

(c) Any violation of this section shall constitute a violation pursuant to Chapter 1.04 of the Victorville Municipal Code. In addition, any violation of this section shall be grounds for suspension and/or revocation of the City business license. The language contained in this section shall not be interpreted to alter, amend, extend, increase, or

have any other application to the business license tax rate currently required under this section.

SECTION 2. Non-exclusive Remedy.

The penalties in this subsection are non-exclusive. It supplements and is in addition to the other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the City, the state or any other legal entity or agency having jurisdiction.

SECTION 3. Severability.

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. Effective Date.

This ordinance shall take effect thirty (30) days after its final passage.

[END OF PAGE]



AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: City Attorney's Office
Andre de Bortnowsky, Assistant City Attorney
Jennifer A. Mizrahi, Deputy City Attorney

SUBJECT: **Proposed Ordinance No. 2208**—Amendment to Sections of Chapter 2.28, Title "Purchasing System" to adjust Dollar Amount Thresholds for Informal and Formal Bids to State Law Maximums and to Implement the Recycled Products Procurement Mandate

RECOMMENDATION: Should the City Council desire, to introduce by title only the attached ordinance titled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTIONS 2.28.190, 2.28.210, 2.28.220, 2.28.230, 2.28.240 OF CHAPTER 2.28 TO ADJUST DOLLAR AMOUNT THRESHOLDS FOR INFORMAL AND FORMAL BIDS TO STATE LAW MAXIMUMS, AND ADDING SECTION 2.28.290 TO IMPLEMENT THE RECYCLED PRODUCTS PROCUREMENT MANDATE**

FISCAL IMPACT: N/A

DISCUSSION:

BACKGROUND:

Currently, the City of Victorville conducts formal bids for public projects costing more than \$25,000 and is subject to the Uniform Construction Cost Accounting Act (the "Act"), which allows for alternative bidding. The Act allows a local agency with its own work force to perform public projects costing up to \$30,000; public projects costing more than \$30,000 and less than \$125,000 follow an informal bid process, and public projects more than \$125,000 are required to be let out by formal bid. These dollar amounts have recently been adopted and codified in the Public Contract Code. However, the current Victorville Municipal Code has the prior state law dollar amounts, which are lower. The proposed Ordinance amends the Victorville Municipal Code to the state law maximum

dollar amounts. In addition, the proposed Ordinance adds a Section which requires the City to purchase recycled materials when possible, a state mandate.

SUMMARY OF ORDINANCE:

The proposed Ordinance amends the current Victorville Municipal Code to increase bidding amount thresholds pursuant to state law maximums accordingly. In pertinent part, the current Victorville Municipal Code provides the following, and the proposed amendments to the VMC are evidenced in the bold and underline:

2.28.190 Bidding procedures.

(a) A public work project, as defined in Section 2.28.050, of ~~twenty-five~~ **thirty** thousand dollars **(\$30,000)** or less may be performed, as determined by the city manager by the employees of the city by force account, by negotiated contract, or by purchase order. **The thirty-thousand dollar amount shall be tied to state law, currently codified at Section 22032 of the Public Contract Code, and shall increase or decrease accordingly.**

(b) A public work project, as defined in Section 2.28.050, of **more than thirty thousand dollars (\$30,000) and less than one hundred twenty-five thousand (\$125,000)** ~~one thousand five hundred dollars and one cent or more and twenty-five thousand dollars or less~~ may, in the city manager's discretion, be let to contract by informal bid procedures as set forth in Section 2.28.220 of this article, except as otherwise provided in this article. **The one hundred twenty-five thousand dollar (\$125,000) amount shall be tied to state law, currently codified at Section 22032 of the Public Contract Code, and shall increase or decrease accordingly.**

(c) A public work project, as defined in Section 2.28.050, of ~~twenty-five thousand dollars~~ **more than one hundred twenty-five thousand dollars (\$125,000)** ~~or more~~ shall except as otherwise provided in this article, be let to contract by formal bidding procedures as set forth in Section 2.28.230 of this article.

In addition to adjusting the procurement amount thresholds, the proposed Ordinance includes provisions pertaining to the state law mandate regarding purchasing recycled products. The Ordinance provides in pertinent part that the City shall contract or purchase recycled products when they are available, so long as the fitness, quality and cost are otherwise equal to that of non-recycled products.

ORDINANCE NO. 2208

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTIONS 2.28.190, 2.28.210, 2.28.220, 2.28.230, 2.28.240 OF CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE TO ADJUST DOLLAR AMOUNT THRESHOLDS FOR INFORMAL AND FORMAL BIDS TO STATE LAW MAXIMUMS, AND ADDING SECTION 2.28.290 TO IMPLEMENT THE RECYCLED PRODUCTS PROCUREMENT MANDATE

WHEREAS, the City of Victorville (the “City”) currently has a purchasing system codified in Chapter 2.28 of the Victorville Municipal Code; and

WHEREAS, the City has complied with the Uniform Construction Cost Accounting procedures, which provide cities an alternative procedure for contracting for public works projects; and

WHEREAS, the State of California has increased informal bid limits and has codified such limits in the Public Contract Code; and

WHEREAS, the State of California mandates that if fitness and quality are equal, each local public entity shall purchase recycled products whenever such products are available at the same or a lesser total cost than non-recycled products; and

WHEREAS, the City Council finds and determines that it would be prudent and cost effective to adjust dollar amount thresholds for informal and formal bids to state law maximums and to implement the recycled products procurement mandate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Sections 2.28.190, 2.28.210, 2.28.220, 2.28.230, 2.28.240 of Chapter 2.28 of the Victorville Municipal Code.

Section 2.28.190 shall be amended to read as follows:

2.28.190 Bidding procedures.

(a) A public work project, as defined in Section 2.28.050, of thirty thousand dollars (\$30,000) or less may be performed, as determined by the city manager by the employees of the city by force account, by negotiated contract, or by purchase order. The thirty-thousand dollar amount shall be tied to state law, currently codified at Section 22032 of the Public Contract Code, and shall increase or decrease accordingly.

(b) A public work project, as defined in Section 2.28.050, of more than thirty thousand dollars (\$30,000) and less than one hundred twenty-five thousand (\$125,000) may, in the city manager’s discretion, be let to contract by informal bid procedures as set forth in

Section 2.28.220 of this article, except as otherwise provided in this article. The one hundred twenty-five thousand dollar (\$125,000) amount shall be tied to state law, currently codified at Section 22032 of the Public Contract Code, and shall increase or decrease accordingly.

(c) A public work project, as defined in Section 2.28.050, of more than one hundred twenty-five thousand dollars (\$125,000) shall except as otherwise provided in this article, be let to contract by formal bidding procedures as set forth in Section 2.28.230 of this article.

Section 2.28.210 shall be amended to read as follows:

2.28.210 Negotiate contract or purchase order procedures.

For those projects qualifying under subsection (a) of Section 2.28.190, the project manager shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order or negotiating a contract with a responsible contractor. For any city force account work, the project manager shall first comply with the guidelines established by the California Uniform Public Construction Cost Accounting Commission in determining the cost of the public work. The city manager (or his or her designee) shall have the authority to award and to execute any contract for the public work qualifying under subsection (a) of Section 2.28.190 with a cost in an amount of more than thirty thousand dollars (\$30,000) and less than one hundred twenty five thousand dollars (\$125,000).

Section 2.28.220 shall be amended to read as follows:

2.28.220 Informal bidding procedures.

For those projects which qualify under subsection (b) of Section 2.28.190 for informal bidding, the following procedures shall be used:

(1) Bidder's List. The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with California's Uniform Construction Cost Accounting rules.

(2) Notice. Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice of inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals specified in this Section. The trade journals shall be those identified by the California Uniform Public Construction Cost Accounting Commission as appropriate for this area.

(3) Bidder's Security/Failure to Sign Contract. Bidder's security shall be prescribed in the notice of inviting bids in an amount equal to ten percent of the amount bid. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check, payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty days of the date of award. However, the lowest responsive and responsible bidder shall forfeit all or part of his or her bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten

days after the date of the award of the contract and mailing of the notice to proceed. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city manager (or his or her designee) may award the contract to the next lowest responsive and responsible bidder.

(4) Minimum Time Period. All mailing of notices to contractors and announcement/advertisements published in the construction trade journals pursuant to subsection (2) of this Section shall be completed not less than ten calendar days before bids are due.

(5) Notice Contents. The notice of inviting informal bids shall describe the project in general terms, provide an opportunity to obtain more detailed information about the project, and state the time and place for submission of bids.

(6) Performance/Labor/Materials Bonds. The city may require a performance and/or labor and materials bonds in an amount and form as it deems appropriate and as required by law.

(7) Bid Opening Procedure. Bids shall be submitted to the appropriate department representative. The name of the bidder, the project title, and the term "bid" must be written or otherwise affixed on the front of the envelope containing the bid. Bids shall be opened by the department representative (or his or her designee) at the time stated in the notice of inviting bids. A written record and tabulation shall be made at that time of all bids received. The department representative (or his or her designee) shall make an analysis of the bids for compliance and forward all bids submitted to the project engineer of requesting department for specifications compliance and, thereafter, make a recommendation for award or rejection.

(8) Award. The city manager (or his or her designee) shall award the contract or reject the bids on all public work projects of one hundred twenty-five thousand dollars (\$125,000) or less. The city manager (or his or her designee) may waive minor bid irregularities.

(9) Bids in Excess of Statutory Amount. If all bids received are in excess of one hundred twenty-five thousand dollars (\$125,000), the city council may by passage of a resolution by a four-fifths vote, award the contract up to one hundred thirty-seven thousand five hundred dollars (\$137,500) to the lowest responsible bidder if it determines the cost estimate of the city was reasonable. These amounts shall be tied to state law, currently codified at Section 22034 of the Public Contract Code, and shall increase or decrease accordingly.

Section 2.28.230 shall be amended to read as follows:

2.28.230 Formal bidding procedures.

For those projects which qualify under subsection (c) of Section 2.28.190 for formal bidding, the following procedures shall be used:

(1) Publication. A notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days prior to bid opening, in a newspaper(s) of general circulation of the city. The notice of inviting formal bids shall also be mailed to all construction trade journals specified by the California Uniform Public Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at

least thirty (30) days before the date of opening the bids. The notice of inviting formal bids shall state the time and place for receiving and opening of sealed bids and distinctly describe the project. In addition to notice required by this Section, the city may give other notice as it deems proper.

(2) Bidder's Security/Failure to Sign Contract. Bidder's security shall be prescribed in the notice of inviting bids in an amount equal to ten percent of the amount bid. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check, payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of his or her bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten days after the date of the award of the contract and mailing of the notice to proceed. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city council may award the contract to the next lowest responsive and responsible bidder.

(3) Bid Opening Procedures. Sealed bids shall be submitted to the office of the finance director. The name of the bidder, the project title, and the term "bid" must be written or otherwise affixed on the front of the envelope containing the bid. Bids shall be opened by the city clerk's staff in public at the time and place stated in the notice of inviting bids. A written record and tabulation shall be made at that time of all bids received. The city manager (or his or her designee) shall make an analysis of the bids for compliance and forward all bids submitted to the project engineer or requesting department for specifications compliance and, thereafter, make a recommendation for award or rejection.

(4) Award of Contracts/Minor Irregularities. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, and provided, the award amount is within the unencumbered appropriation for that item. The city council may waive minor bid irregularities.

(5) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses based upon a straw vote.

(6) Performance/Labor/Materials Bonds. A labor and materials bond, plus a performance bond shall be required, from an acceptable surety, in such amounts and in such a form as the city finds reasonably necessary to protect the public interest and as required by law.

(7) No Bids. If no bids are received, the project may be let out to an open market solicitation by informal bidding procedures without further complying with this article or be re-bid if time allows.

Section 2.28.240 shall be amended to read as follows:

2.28.240 Rejection of bids.

(a) In its discretion, the city may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the city, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the city's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

(1) Abandoning the project or re-advertising for bids in the manner described in this article; or

(2) By passage of a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by city employees, day labor or through open market purchases of materials and supplies, the city may have the project done in such manner without further complying with this article.

SECTION 2. Section 2.28.290 shall be added to Chapter 2.28 of the Victorville Municipal Code and shall read as follows:

ARTICLE VII. Use of Recycled Products

2.28.290 Recycled Products

(a) If fitness and quality are equal, the city shall purchase recycled products, as defined in Section Public Contract Code §12200, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.

(b) Certification of percentage of postconsumer materials.

(1) All businesses, as defined in Section Public Contract Code §12200, must certify in writing the minimum, if not exact, the percentage of postconsumer materials in the products, materials, goods, or supplies, offered or sold. All contract provisions impeding the consideration of recycled products shall be deleted in favor of performance standards. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code §12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

(2) This certification requirement may be waived if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet Web site.

(c) All printing contracts made by any local public entity shall provide that the paper used shall meet the recycled content requirements of Public Contract Code Section 12209.

SECTION 3. Severability.

The City Council declares that, should any provision, Section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, Sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. Effective Date.

This ordinance shall take effect thirty (30) days after its final passage.

[END OF PAGE]

SECTION 5. Certification.

The City Clerk of the City of Victorville is hereby directed to certify to the passage and adoption of this Ordinance and to cause it to be published as required by law.

First read at a regular meeting of the City Council held on the 4th day of September, 2007 and adopted and ordered published at a regular meeting of said Council held on the _____ day of _____, 2007. .

Terry Caldwell, Mayor

ATTEST:

Carolee Bates, City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 2208

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTIONS 2.28.190, 2.28.210, 2.28.220, 2.28.230, 2.28.240 OF CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE TO ADJUST DOLLAR AMOUNT THRESHOLDS FOR INFORMAL AND FORMAL BIDS TO STATE LAW MAXIMUMS, AND ADDING SECTION 2.28.290 TO IMPLEMENT THE RECYCLED PRODUCTS PROCUREMENT MANDATE

WHEREAS, the City of Victorville (the “City”) currently has a purchasing system codified in Chapter 2.28 of the Victorville Municipal Code; and

WHEREAS, the City has complied with the Uniform Construction Cost Accounting procedures, which provide cities an alternative procedure for contracting for public works projects; and

WHEREAS, the State of California has increased informal bid limits and has codified such limits in the Public Contract Code; and

WHEREAS, the State of California mandates that if fitness and quality are equal, each local public entity shall purchase recycled products whenever such products are available at the same or a lesser total cost than non-recycled products; and

WHEREAS, the City Council finds and determines that it would be prudent and cost effective to adjust dollar amount thresholds for informal and formal bids to state law maximums and to implement the recycled products procurement mandate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Sections 2.28.190, 2.28.210, 2.28.220, 2.28.230, 2.28.240 of Chapter 2.28 of the Victorville Municipal Code.

Section 2.28.190 shall be amended to read as follows:

2.28.190 Bidding procedures.

(a) A public work project, as defined in Section 2.28.050, of thirty thousand dollars (\$30,000) or less may be performed, as determined by the city manager by the employees of the city by force account, by negotiated contract, or by purchase order. The thirty-thousand dollar amount shall be tied to state law, currently codified at Section 22032 of the Public Contract Code, and shall increase or decrease accordingly.

(b) A public work project, as defined in Section 2.28.050, of more than thirty thousand dollars (\$30,000) and less than one hundred twenty-five thousand (\$125,000) may, in the city manager’s discretion, be let to contract by informal bid procedures as set forth in

Section 2.28.220 of this article, except as otherwise provided in this article. The one hundred twenty-five thousand dollar (\$125,000) amount shall be tied to state law, currently codified at Section 22032 of the Public Contract Code, and shall increase or decrease accordingly.

(c) A public work project, as defined in Section 2.28.050, of more than one hundred twenty-five thousand dollars (\$125,000) shall except as otherwise provided in this article, be let to contract by formal bidding procedures as set forth in Section 2.28.230 of this article.

Section 2.28.210 shall be amended to read as follows:

2.28.210 Negotiate contract or purchase order procedures.

For those projects qualifying under subsection (a) of Section 2.28.190, the project manager shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order or negotiating a contract with a responsible contractor. For any city force account work, the project manager shall first comply with the guidelines established by the California Uniform Public Construction Cost Accounting Commission in determining the cost of the public work. The city manager (or his or her designee) shall have the authority to award and to execute any contract for the public work qualifying under subsection (a) of Section 2.28.190 with a cost in an amount of more than thirty thousand dollars (\$30,000) and less than one hundred twenty five thousand dollars (\$125,000).

Section 2.28.220 shall be amended to read as follows:

2.28.220 Informal bidding procedures.

For those projects which qualify under subsection (b) of Section 2.28.190 for informal bidding, the following procedures shall be used:

(1) Bidder's List. The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with California's Uniform Construction Cost Accounting rules.

(2) Notice. Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice of inviting informal bids, or an announcement/advertisement shall be placed in all construction trade journals specified in this Section. The trade journals shall be those identified by the California Uniform Public Construction Cost Accounting Commission as appropriate for this area.

(3) Bidder's Security/Failure to Sign Contract. Bidder's security shall be prescribed in the notice of inviting bids in an amount equal to ten percent of the amount bid. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check, payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty days of the date of award. However, the lowest responsive and responsible bidder shall forfeit all or part of his or her bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten

days after the date of the award of the contract and mailing of the notice to proceed. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city manager (or his or her designee) may award the contract to the next lowest responsive and responsible bidder.

(4) Minimum Time Period. All mailing of notices to contractors and announcement/advertisements published in the construction trade journals pursuant to subsection (2) of this Section shall be completed not less than ten calendar days before bids are due.

(5) Notice Contents. The notice of inviting informal bids shall describe the project in general terms, provide an opportunity to obtain more detailed information about the project, and state the time and place for submission of bids.

(6) Performance/Labor/Materials Bonds. The city may require a performance and/or labor and materials bonds in an amount and form as it deems appropriate and as required by law.

(7) Bid Opening Procedure. Bids shall be submitted to the appropriate department representative. The name of the bidder, the project title, and the term "bid" must be written or otherwise affixed on the front of the envelope containing the bid. Bids shall be opened by the department representative (or his or her designee) at the time stated in the notice of inviting bids. A written record and tabulation shall be made at that time of all bids received. The department representative (or his or her designee) shall make an analysis of the bids for compliance and forward all bids submitted to the project engineer of requesting department for specifications compliance and, thereafter, make a recommendation for award or rejection.

(8) Award. The city manager (or his or her designee) shall award the contract or reject the bids on all public work projects of one hundred twenty-five thousand dollars (\$125,000) or less. The city manager (or his or her designee) may waive minor bid irregularities.

(9) Bids in Excess of Statutory Amount. If all bids received are in excess of one hundred twenty-five thousand dollars (\$125,000), the city council may by passage of a resolution by a four-fifths vote, award the contract up to one hundred thirty-seven thousand five hundred dollars (\$137,500) to the lowest responsible bidder if it determines the cost estimate of the city was reasonable. These amounts shall be tied to state law, currently codified at Section 22034 of the Public Contract Code, and shall increase or decrease accordingly.

Section 2.28.230 shall be amended to read as follows:

2.28.230 Formal bidding procedures.

For those projects which qualify under subsection (c) of Section 2.28.190 for formal bidding, the following procedures shall be used:

(1) Publication. A notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days prior to bid opening, in a newspaper(s) of general circulation of the city. The notice of inviting formal bids shall also be mailed to all construction trade journals specified by the California Uniform Public Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at

least thirty (30) days before the date of opening the bids. The notice of inviting formal bids shall state the time and place for receiving and opening of sealed bids and distinctly describe the project. In addition to notice required by this Section, the city may give other notice as it deems proper.

(2) Bidder's Security/Failure to Sign Contract. Bidder's security shall be prescribed in the notice of inviting bids in an amount equal to ten percent of the amount bid. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check, payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of his or her bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten days after the date of the award of the contract and mailing of the notice to proceed. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city council may award the contract to the next lowest responsive and responsible bidder.

(3) Bid Opening Procedures. Sealed bids shall be submitted to the office of the finance director. The name of the bidder, the project title, and the term "bid" must be written or otherwise affixed on the front of the envelope containing the bid. Bids shall be opened by the city clerk's staff in public at the time and place stated in the notice of inviting bids. A written record and tabulation shall be made at that time of all bids received. The city manager (or his or her designee) shall make an analysis of the bids for compliance and forward all bids submitted to the project engineer or requesting department for specifications compliance and, thereafter, make a recommendation for award or rejection.

(4) Award of Contracts/Minor Irregularities. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, and provided, the award amount is within the unencumbered appropriation for that item. The city council may waive minor bid irregularities.

(5) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses based upon a straw vote.

(6) Performance/Labor/Materials Bonds. A labor and materials bond, plus a performance bond shall be required, from an acceptable surety, in such amounts and in such a form as the city finds reasonably necessary to protect the public interest and as required by law.

(7) No Bids. If no bids are received, the project may be let out to an open market solicitation by informal bidding procedures without further complying with this article or be re-bid if time allows.

Section 2.28.240 shall be amended to read as follows:

2.28.240 Rejection of bids.

(a) In its discretion, the city may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the city, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the city's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

(1) Abandoning the project or re-advertising for bids in the manner described in this article; or

(2) By passage of a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by city employees, day labor or through open market purchases of materials and supplies, the city may have the project done in such manner without further complying with this article.

SECTION 2. Section 2.28.290 shall be added to Chapter 2.28 of the Victorville Municipal Code and shall read as follows:

ARTICLE VII. Use of Recycled Products

2.28.290 Recycled Products

(a) If fitness and quality are equal, the city shall purchase recycled products, as defined in Section Public Contract Code §12200, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.

(b) Certification of percentage of postconsumer materials.

(1) All businesses, as defined in Section Public Contract Code §12200, must certify in writing the minimum, if not exact, the percentage of postconsumer materials in the products, materials, goods, or supplies, offered or sold. All contract provisions impeding the consideration of recycled products shall be deleted in favor of performance standards. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code §12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

(2) This certification requirement may be waived if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet Web site.

(c) All printing contracts made by any local public entity shall provide that the paper used shall meet the recycled content requirements of Public Contract Code Section 12209.

SECTION 3. Severability.

The City Council declares that, should any provision, Section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, Sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. Effective Date.

This ordinance shall take effect thirty (30) days after its final passage.

[END OF PAGE]

SECTION 5. Certification.

The City Clerk of the City of Victorville is hereby directed to certify to the passage and adoption of this Ordinance and to cause it to be published as required by law.

First read at a regular meeting of the City Council held on the 4th day of September, 2007 and adopted and ordered published at a regular meeting of said Council held on the _____ day of _____, 2007.

Terry Caldwell, Mayor

ATTEST:

Carolee Bates, City Clerk

APPROVED AS TO FORM:

City Attorney



AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Adele Mosher *AOM* **DATE:** August 22, 2007
Assistant Director of Finance

SUBJECT: **COMMERCIAL DEMAND SCHEDULE**

RECOMMENDATION: That the Honorable City Council approve Commercial Demand Schedule No. 4 in the amount of \$4,851,875.22 covering Warrant Nos. 590185, 590819, 578357, 580756, 590704, 590917 and 590937 through 591392 inclusive.

FISCAL IMPACT: Total amount of warrants: \$4,851,875.22

Budget Amount: \$4,851,875.22
Budget Account No. Various

---Finance Dept. Use Only---
Additional Appropriation:

No

Yes/\$Amount:

Asst. Finance Director Review &
Approval *AOM*

DISCUSSION: I hereby certify that the claims or demands covered by the attached list of warrants have been audited as to the accuracy and availability of funds for payment thereof and that said claims or demands are accurate and the funds are available for payment thereof.

Adele Mosher

ASSISTANT DIRECTOR OF FINANCE

AOM/ks
c:\files\aoam\demand.com

Attachment - Commercial Demand Schedule

Consent
#6A
9-4-07



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
590185	7/25/2007	0000017895 David, Karin	V	-8.66
590819	8/8/2007	0000018031 Nordstrom, Todd	V	-75.00
590937	8/15/2007	0000002695 A-1 Portables	P	558.86
590938	8/15/2007	0000009442 Ace Industrial Supply	P	254.75
590939	8/15/2007	0000003152 Adolph Kiefer and Assoc.	P	414.69
590940	8/15/2007	0000009866 Agencies Tool Center, Inc.	P	1,499.99
590941	8/15/2007	0000016799 AmeriPride Uniform Services	P	779.67
590942	8/15/2007	0000000033 A.M. Player	P	2,496.74
590943	8/15/2007	0000008507 Animal Medical Center	P	443.50
590944	8/15/2007	0000000206 Arrowhead Mountain Spring Water	P	585.36
590945	8/15/2007	0000000213 Asbury Environmental Services	P	175.00
590946	8/15/2007	0000017161 ASR Constructors, Inc.	P	369,567.97
590947	8/15/2007	0000017161 ASR Constructors, Inc.	P	41,063.11
590948	8/15/2007	0000016359 AT Systems Security Inc.	P	11,981.86
590949	8/15/2007	0000018000 AT&T Mobility	P	50.01
590950	8/15/2007	0000003042 Apple Valley Communications Inc.	P	35.00
590951	8/15/2007	0000004957 Town of Apple Valley	P	1,950.00
590952	8/15/2007	0000018062 Bently Tribology Services	P	160.00
590953	8/15/2007	0000016175 Benz Construction	P	293.10
590954	8/15/2007	0000018053 BMI General Licensing	P	681.00
590955	8/15/2007	0000017747 Brite, Inc./US Markerboard	P	4,402.71
590956	8/15/2007	0000017460 Brodart Co.	P	254.66
590957	8/15/2007	0000000448 Cal Herbold's Nursery	P	121.22
590958	8/15/2007	0000000790 State of California Employment	P	4,121.59
590959	8/15/2007	0000017303 California Golf News	P	350.00
590960	8/15/2007	0000007195 California Redevelopment Association	P	80.81
590961	8/15/2007	0000017464 Camguard Systems	P	960.00
590962	8/15/2007	0000000618 CDW Government, Inc.	P	5,728.51
590963	8/15/2007	0000018011 Cellular Data Resources, LLC	P	212.50
590964	8/15/2007	0000005967 Century Forms, Inc.	P	47.05
590965	8/15/2007	0000000543 Chabin Concepts, Inc.	P	2,390.63
590966	8/15/2007	0000000548 Charles Joseph Associates	P	2,152.77
590967	8/15/2007	0000000554 Chevron USA, Inc.	P	45.88
590968	8/15/2007	0000000425 C.H.J. Incorporated	P	5,767.25
590969	8/15/2007	0000000600 Coles Bros.	P	431.28
590970	8/15/2007	0000009672 Colton Truck Supply	P	348.61
590971	8/15/2007	0000017393 Complete Energy Consulting, LLC	P	2,700.00
590972	8/15/2007	0000000623 Comser Co.	P	157.20
590973	8/15/2007	0000017039 Confetti's Party Supplies	P	179.22
590974	8/15/2007	0000000632 Consolidated Electrical Distributors,	P	16.72
590975	8/15/2007	0000000303 Costco	P	1,803.31
590976	8/15/2007	0000000662 The Counseling Team International	P	900.00
590977	8/15/2007	0000018055 CSN Office Furniture	P	370.00
590978	8/15/2007	0000015965 Cutter & Buck	P	1,216.15
590979	8/15/2007	0000000712 Daily Press	P	635.31
590980	8/15/2007	0000018044 Dedman, Melissa	P	75.00
590981	8/15/2007	0000016225 Demco	P	66.69
590982	8/15/2007	0000008350 Desert Survival Guide	P	225.00
590983	8/15/2007	0000000764 Desert Truck Supply	P	94.71
590984	8/15/2007	0000013382 Direct TV	P	84.96
590985	8/15/2007	0000018041 Dooty, Billy or Kathern	P	6.98
590986	8/15/2007	0000013443 DRMcNatty & Associates, Inc.	P	1,500.00



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>	
590987	8/15/2007	0000013765	Electromark	P	165.36
590988	8/15/2007	0000000875	Endura Steel, Inc.	P	150.94
590989	8/15/2007	0000018063	Enerfax	P	695.00
590990	8/15/2007	0000012508	Environmental Systems Research Institute	P	3,021.68
590991	8/15/2007	0000000920	Federal Signal Corp.	P	58.50
590992	8/15/2007	0000000952	Fisher Scientific	P	35,993.08
590993	8/15/2007	0000000969	FootJoy	P	53.24
590994	8/15/2007	0000009437	Fore-Par	P	84.07
590995	8/15/2007	0000000975	Franklin Truck Parts, Inc.	P	244.77
590996	8/15/2007	000001002	G & M Towing & Recovery	P	182.00
590997	8/15/2007	000001740	G.A. Osborne Pipe-Supply	P	314.88
590998	8/15/2007	0000011689	Golf Ventures West	P	579.42
590999	8/15/2007	0000001943	Goodspeed Distributing, Inc.	P	170,243.85
591000	8/15/2007	0000001074	Graham Equipment	P	9,024.07
591001	8/15/2007	0000006269	Green, de Bortnowsky & Quintanilla, LLP	P	6,500.00
591002	8/15/2007	0000006956	GreenField Compression, Inc.	P	330.15
591003	8/15/2007	0000002968	The Grumpy Golfer	P	89.76
591004	8/15/2007	0000001100	H & E Home Builders	P	2,156.38
591005	8/15/2007	0000001104	Haaker Equipment Co.	P	418.16
591006	8/15/2007	0000001112	Ham Radio Outlet, Inc.	P	1,024.93
591007	8/15/2007	0000001123	Harbor Freight Tools	P	98.94
591008	8/15/2007	0000018038	Haywood-Gainer, Sharon	P	8.10
591009	8/15/2007	0000001096	HCS-Cutler	P	220.67
591010	8/15/2007	0000016747	HD Supply Waterworks	P	969.21
591011	8/15/2007	0000013762	Hesperia Animal Hospital	P	55.00
591012	8/15/2007	0000001155	Hesperia Hose Supply	P	130.75
591013	8/15/2007	0000001162	Hi-Desert Communications	P	217.50
591014	8/15/2007	0000004221	Hi Desert Plan Room	P	33.62
591015	8/15/2007	0000001184	High Desert Laser Graphics	P	167.77
591016	8/15/2007	0000001194	Hightech Signs	P	113.14
591017	8/15/2007	0000011444	HOKE	P	798.27
591018	8/15/2007	0000001218	Home Depot, Inc.	P	1,016.72
591019	8/15/2007	0000017420	Idea Hall	P	27,460.00
591020	8/15/2007	0000017072	Idearc Media Corp	P	510.10
591021	8/15/2007	0000003097	Imperial Headwear, Inc.	P	308.77
591022	8/15/2007	0000007512	Imperial Sprinkler Supply, Inc.	P	55.76
591023	8/15/2007	0000018048	Industrial Clerical Recruiters	P	519.04
591024	8/15/2007	0000001285	Inland Water Works Supply	P	615.25
591025	8/15/2007	0000017996	Innova Champion Discs, Inc.	P	533.36
591026	8/15/2007	0000010267	International Code Council	P	1,790.25
591027	8/15/2007	0000003039	Jim's Ott's Pots	P	21.00
591028	8/15/2007	0000001059	Joe A. Gonsalves & Son	P	2,770.00
591029	8/15/2007	0000017798	Kang, Sung Sook	P	12.00
591030	8/15/2007	0000006646	KFROG Stations	P	700.00
591031	8/15/2007	0000018042	King, Crystal	P	23.00
591032	8/15/2007	0000010837	Klamath Bay	P	848.24
591033	8/15/2007	0000001416	Lawson Products, Inc.	P	72.81
591034	8/15/2007	0000017612	LBI/Boyd	P	3,786.00
591035	8/15/2007	0000010660	Loveland's Automotive Service	P	110.00
591036	8/15/2007	0000008208	Lowe's	P	107.66
591037	8/15/2007	0000008210	Lowe's	P	41.12
591038	8/15/2007	0000002716	MANPOWER	P	392.49
591039	8/15/2007	0000000361	Mark Brown & Associates, Inc.	P	160.00



Report ID: VVPOS2-SUM.rpt

Commercial Demand

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
591040	8/15/2007	0000010734	MBS, a Konica Minolta Business Solutions	P 74.24
591041	8/15/2007	0000001551	Measurement Control Systems	P 1,468.90
591042	8/15/2007	0000014157	Merrimac Energy Group	P 17,669.28
591043	8/15/2007	0000001562	Metrocall	P 101.30
591044	8/15/2007	0000017761	Modular Space Corporation	P 1,055.97
591045	8/15/2007	0000017743	Mojave Copy & Printing	P 69.20
591046	8/15/2007	0000001648	NAPA Auto Parts	P 835.74
591047	8/15/2007	0000001672	National Recreation & Park Association	P 135.00
591048	8/15/2007	0000007789	Nelson Traffic Supply	P 899.17
591049	8/15/2007	0000001687	Newman, Susan	P 319.60
591050	8/15/2007	0000002863	Nolte and Associates, Inc.	P 2,656.00
591051	8/15/2007	0000018034	Nordstrom, Tim	P 75.00
591052	8/15/2007	0000001711	Office Depot	P 1,011.64
591053	8/15/2007	0000002772	OfficeMax	P 201.67
591054	8/15/2007	0000016887	Office Works	P 1,490.44
591055	8/15/2007	0000005341	Oriental Trading Company, Inc.	P 325.57
591056	8/15/2007	0000018026	PalmVID Inc.	P 1,323.94
591057	8/15/2007	0000001800	Paulson Paint	P 1,666.90
591058	8/15/2007	0000001815	Pervo Paint Co.	P 7,135.21
591059	8/15/2007	0000001820	Petsmart	P 304.85
591060	8/15/2007	0000018065	Philpott, Donald	P 60.00
591061	8/15/2007	0000002904	Pitney Bowes, Inc.	P 509.62
591062	8/15/2007	0000001866	Printmart	P 423.52
591063	8/15/2007	0000013149	Project Partners	P 7,225.60
591064	8/15/2007	0000014577	PureRite Drinking Water	P 307.30
591065	8/15/2007	0000004348	Quill Corporation	P 266.38
591066	8/15/2007	0000018036	Rahder, Eric	P 75.00
591067	8/15/2007	0000014789	RAM Robert A. Martinez	P 1,117.55
591068	8/15/2007	0000001916	R.D.O. Equipment Co.	P 3,231.64
591069	8/15/2007	0000018061	Really Living Furniture Store	P 726.24
591070	8/15/2007	0000017042	Recorded Books, LLC	P 1,946.14
591071	8/15/2007	0000016208	Redwood Resources Marketing, LLC	P 90,763.35
591072	8/15/2007	0000018035	Rosin, James	P 12.50
591073	8/15/2007	0000001910	R & R Products	P 229.11
591074	8/15/2007	0000004504	S & S Worldwide	P 161.97
591075	8/15/2007	0000017604	Safelite Fulfillment, Inc	P 377.34
591076	8/15/2007	0000002016	Safety-Kleen Corp.	P 241.20
591077	8/15/2007	0000002037	San Bernardino County	P 60.00
591078	8/15/2007	0000002037	San Bernardino County	P 256,953.38
591079	8/15/2007	0000002111	Service Rock Products	P 784.25
591080	8/15/2007	0000006009	Skillpath Seminars	P 25.81
591081	8/15/2007	0000018028	SkillSoft Corporation - ILT	P 170.55
591082	8/15/2007	0000002155	Smart & Final	P 384.78
591083	8/15/2007	0000002188	Southern California Edison	P 105,922.02
591084	8/15/2007	0000006215	SoCal Pump & Well Drilling, Inc.	P 10,915.00
591085	8/15/2007	0000002227	Staples Credit Plan	P 35.28
591086	8/15/2007	0000006921	Steven Enterprises, Inc.	P 245.93
591087	8/15/2007	0000007039	Stoody Industrial & Welding Supply, Inc.	P 19.40
591088	8/15/2007	0000002257	Successories	P 114.45
591089	8/15/2007	0000016765	Sully-Miller Contracting Co.	P 556,029.58
591090	8/15/2007	0000002269	Sunland Ford	P 85.02
591091	8/15/2007	0000002204	Southwest Gas Corporation	P 48,993.26
591092	8/15/2007	0000017281	Thomson Gale	P 95.12



Report ID: VVPOS2-SUM.rpt

Commercial Demand

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>	
591093	8/15/2007	000002346	Titleist	P	1,476.63
591094	8/15/2007	0000013439	Tom Kirby Classic Enterprises	P	25.00
591095	8/15/2007	0000015430	Tri-Pacific Supply, Inc.	P	317.22
591096	8/15/2007	0000006279	Turf Star, Inc.	P	78.98
591097	8/15/2007	0000014613	UniFirst Corporation	P	104.59
591098	8/15/2007	0000003089	United Rentals, Inc.	P	701.09
591099	8/15/2007	0000014536	United Site Services of CA, Inc.	P	2,327.44
591100	8/15/2007	0000017274	U.S. Builder Supply	P	432.74
591101	8/15/2007	0000015079	Verizon Wireless	P	288.02
591102	8/15/2007	0000018037	Victor Valley Chamber Foundation, Inc.	P	190.00
591103	8/15/2007	0000008430	Vulcan Materials Company	P	1,619.20
591104	8/15/2007	0000005896	Victor Valley Hand Car Wash, Inc.	P	231.00
591105	8/15/2007	0000002499	Victor Valley Water District	P	79,449.72
591106	8/15/2007	0000011361	Walters Wholesale Electric Co.	P	129.81
591107	8/15/2007	0000002554	Waxie Sanitary Supply	P	626.60
591108	8/15/2007	0000016782	Western Audio Visual Corp	P	1,206.00
591109	8/15/2007	0000002571	West Group Publishing Company	P	323.30
591110	8/15/2007	0000016152	Wilco Security Systems, Inc.	P	386.00
591111	8/15/2007	0000016797	Anderson Bat Company	P	484.88
591112	8/15/2007	0000018054	BCS West - Escondido	P	12,299.66
591113	8/15/2007	0000018054	BCS West - Escondido	P	8,689.26
591114	8/15/2007	0000002924	Cales, Brandon	P	96.03
591115	8/15/2007	0000017480	Capstone Construction	P	21,428.00
591116	8/15/2007	0000018052	CESA	P	75.00
591117	8/15/2007	0000000565	Circuit City Stores, Inc.	P	600.61
591118	8/15/2007	0000009816	City National Bank	P	60,929.06
591119	8/15/2007	0000009374	CMRTA	P	400.00
591120	8/15/2007	0000017717	Community Bank	P	46,830.60
591121	8/15/2007	0000018014	Copeland, Keith	P	142.50
591122	8/15/2007	0000000712	Daily Press	P	1,400.00
591123	8/15/2007	0000018039	Carlile, Del	P	100.00
591124	8/15/2007	0000018057	Enhanced Wireless Inc.	P	25.00
591125	8/15/2007	0000005185	Francis, Norm	P	60.00
591126	8/15/2007	0000008266	Gates, Sophie	P	195.36
591127	8/15/2007	0000002809	High Desert Homeless Services, Inc.	P	4,500.00
591128	8/15/2007	0000003109	Kenneth K. Hoppens	P	800.00
591129	8/15/2007	0000013370	Housing and Community Development	P	22.00
591130	8/15/2007	0000013370	Housing and Community Development	P	22.00
591131	8/15/2007	0000013370	Housing and Community Development	P	33.00
591132	8/15/2007	0000004305	ICSC	P	390.00
591133	8/15/2007	0000004305	ICSC	P	880.00
591134	8/15/2007	0000001265	Independent Banking Services	P	860.00
591135	8/15/2007	0000014247	Inland Energy, Inc.	P	294,205.97
591136	8/15/2007	0000016166	Innovative Federal Strategies LLC	P	24,000.00
591137	8/15/2007	0000016510	Isernhagen, Dawn	P	258.55
591138	8/15/2007	0000016209	Latin Express	P	300.00
591139	8/15/2007	0000007566	Legal Aid Society of San Bernardino, Inc	P	1,191.29
591140	8/15/2007	0000018047	McClaine, Glen	P	267.90
591141	8/15/2007	0000007082	McCray, Sue	P	340.55
591142	8/15/2007	0000018045	Mendoza, Maria	P	50.00
591143	8/15/2007	0000018046	Millus, James	P	50.00
591144	8/15/2007	0000013274	Moses House Ministries	P	1,250.00
591145	8/15/2007	0000016351	Orion Telescopes & Binoculars	P	71.01



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
591146	8/15/2007	0000018043 Preston-Lee Management Co., Inc.	P	10.00
591147	8/15/2007	0000001923 Radisson Hotel	P	386.79
591148	8/15/2007	0000003582 Rothschild, Mike	P	49.65
591149	8/15/2007	0000002037 San Bernardino County	P	12.00
591150	8/15/2007	0000002037 San Bernardino County	P	48.00
591151	8/15/2007	0000002037 San Bernardino County	P	40.00
591152	8/15/2007	0000002037 San Bernardino County	P	1,075.00
591153	8/15/2007	0000017049 Spinks-Stowers, Dante M.	P	120.00
591154	8/15/2007	0000002204 Southwest Gas Corporation	P	30,127.13
591155	8/15/2007	0000010455 Thomas, Tanya	P	15.00
591156	8/15/2007	0000017339 Todd, Andrew	P	676.20
591157	8/15/2007	0000018051 Topasna, Ralph S.	P	50.00
591158	8/15/2007	0000018051 Topasna, Ralph S.	P	250.00
591159	8/15/2007	0000018050 Tri-State Home Improvement, Inc.	P	51.60
591160	8/15/2007	0000018050 Tri-State Home Improvement, Inc.	P	51.60
591161	8/15/2007	0000015325 Vista Guidance Centers	P	1,250.00
591162	8/15/2007	0000015325 Vista Guidance Centers	P	1,250.00
591163	8/15/2007	0000015325 Vista Guidance Centers	P	1,250.00
591164	8/15/2007	0000000198 City of Victorville, Cash	P	218.54
591165	8/15/2007	0000018058 Wain, Brenda	P	25.00
591166	8/15/2007	0000016525 The Westin	P	528.52
591167	8/15/2007	0000018059 Whitus, Pam	P	22.00
591168	8/15/2007	0000009943 Wiebeld, James	P	83.59

Check Total:

2,484,430.55



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>	
578357	8/30/2006	0000016217	Todd, Rebecca	V	-27.00
580756	11/1/2006	0000016578	Glass, Jeffrey	V	-1,000.00
590704	8/1/2007	0000000492	California Park and Recreation	V	-525.00
590917	8/8/2007	0000009317	Robertson, Doug	V	-83.00
591169	8/21/2007	0000003211	Patterson, Guy	P	342.50
591170	8/22/2007	0000018088	Almond, Robert C.	P	100.00
591171	8/22/2007	0000018090	Jaroszewski, Jacob	P	100.00
591172	8/22/2007	0000018092	Miller, Norman	P	100.00
591173	8/22/2007	0000018093	Nichols, Norman	P	100.00
591174	8/22/2007	0000018091	Mines, William C.	P	100.00
591175	8/22/2007	0000002336	3M	P	4,048.90
591176	8/22/2007	0000012587	AAA Hose Connection	P	41.44
591177	8/22/2007	0000000047	Aardvark Pumping Service	P	164.31
591178	8/22/2007	0000007343	Abrego, Tamala S	P	106.16
591179	8/22/2007	0000009442	Ace Industrial Supply	P	371.63
591180	8/22/2007	0000006716	Airgas West	P	40.32
591181	8/22/2007	0000017657	All Purpose Document Destruction	P	300.00
591182	8/22/2007	0000000139	American Industrial Supply, Inc	P	1,033.05
591183	8/22/2007	0000016799	AmeriPride Uniform Services	P	782.00
591184	8/22/2007	0000000033	A.M. Player	P	58.26
591185	8/22/2007	0000008507	Animal Medical Center	P	164.00
591186	8/22/2007	0000010539	Apple One Employment Services	P	1,273.59
591187	8/22/2007	0000000191	Applied Industrial Tech	P	442.22
591188	8/22/2007	0000016433	Aqua Serve Engineers, Inc.	P	1,333.83
591189	8/22/2007	0000012801	Arzola, Mary Ann	P	135.70
591190	8/22/2007	0000016359	AT Systems Security Inc.	P	64.84
591191	8/22/2007	0000000038	AT&T	P	41.03
591192	8/22/2007	0000000038	AT&T	P	63.43
591193	8/22/2007	0000000038	AT&T	P	24.93
591194	8/22/2007	0000018000	AT&T Mobility	P	104.39
591195	8/22/2007	0000018000	AT&T Mobility	P	80.44
591196	8/22/2007	0000017680	AutoZone, Inc.	P	273.61
591197	8/22/2007	0000017819	Apple Valley Animal Hospital	P	682.00
591198	8/22/2007	0000017968	Avcom Services, Inc.	P	411.60
591199	8/22/2007	0000014791	Baldi Bros., Inc.	P	490.00
591200	8/22/2007	0000000270	Bankcard Services	P	582.00
591201	8/22/2007	0000000280	City of Barstow	P	2,800.23
591202	8/22/2007	0000000292	Bear Valley Fabricators &	P	591.88
591203	8/22/2007	0000000293	Beaumont Yamaha/Kawasaki	P	85.41
591204	8/22/2007	0000000311	Best Access Systems/	P	227.56
591205	8/22/2007	0000000254	BNY Western Trust Company	P	17,278.00
591206	8/22/2007	0000000356	Broadway Radiator	P	248.82
591207	8/22/2007	0000017460	Brodart Co.	P	259.42
591208	8/22/2007	0000003245	California Department of Justice	P	669.00
591209	8/22/2007	0000000792	State of California Franchise Tax Board	P	23.08
591210	8/22/2007	0000006657	California Municipal Utilities Associati	P	2,467.00
591211	8/22/2007	0000010630	California Overnight	P	56.50
591212	8/22/2007	0000002720	California Tool & Welding Supply	P	7.80
591213	8/22/2007	0000015471	CCMF	P	375.00
591214	8/22/2007	0000000618	CDW Government, Inc.	P	429.08
591215	8/22/2007	0000016143	Chino Mower & Engine Service	P	76.44
591216	8/22/2007	0000018094	The Church of Jesus Christ of Latter-Day	P	200.00



Report ID: VVPOS2-SUM.rpt

Commercial Demand

Check No.	Date	Vendor	Payment Status	Payment Amount
591217	8/22/2007	0000016221 Commercial Newspaper Service, Inc.	P	349.95
591218	8/22/2007	0000004583 Converse Consultants, Inc.	P	4,719.50
591219	8/22/2007	0000014230 Cooline	P	162.70
591220	8/22/2007	0000000303 Costco	P	35.70
591221	8/22/2007	0000000677 CRAFCO, Inc.	P	174.82
591222	8/22/2007	0000003901 Creative Benefits, Inc.	P	2,226.93
591223	8/22/2007	0000003901 Creative Benefits, Inc.	P	204.00
591224	8/22/2007	0000000712 Daily Press	P	520.31
591225	8/22/2007	0000017402 Daxon Marketing Communications	P	1,190.00
591226	8/22/2007	0000000743 Dell Marketing L.P.	P	4,758.11
591227	8/22/2007	0000012505 Desert Environmental Services, Inc.	P	165.00
591228	8/22/2007	0000008893 DGA Consultants, Inc.	P	29,673.81
591229	8/22/2007	0000013146 DGMDRM Corporate Safety, Inc.	P	1,920.00
591230	8/22/2007	0000002977 Theresa M. Dickover	P	181.85
591231	8/22/2007	0000000826 Dunn-Edwards Corp.	P	678.49
591232	8/22/2007	0000007289 EDFUND	P	274.17
591233	8/22/2007	0000000854 EDMO Distributors, Inc.	P	1,074.00
591234	8/22/2007	0000013765 Electromark	P	178.47
591235	8/22/2007	0000013349 Epic Land Solutions, Inc.	P	19,661.00
591236	8/22/2007	0000000839 EZ GO Textron	P	469.56
591237	8/22/2007	0000000917 Federal Express Corp.	P	356.84
591238	8/22/2007	0000000920 Federal Signal Corp.	P	4,614.40
591239	8/22/2007	0000010838 Fire & Pump Service Group c/o Chemguard	P	906.40
591240	8/22/2007	0000009437 Fore-Par	P	102.02
591241	8/22/2007	0000015787 Freeman Holdings of California, LLC	P	318.95
591242	8/22/2007	0000014617 Fujitsu Computer Products of America, Inc	P	1,795.00
591243	8/22/2007	0000018070 Gitmed, Billy	P	74.47
591244	8/22/2007	0000001047 Global Tour Golf, Inc.	P	130.08
591245	8/22/2007	0000011689 Golf Ventures West	P	82.00
591246	8/22/2007	0000001943 Goodspeed Distributing, Inc.	P	104,307.85
591247	8/22/2007	0000001074 Graham Equipment	P	872.78
591248	8/22/2007	0000001076 Grainger, Inc.	P	1,833.85
591249	8/22/2007	0000006956 GreenField Compression, Inc.	P	147.90
591250	8/22/2007	0000001096 HCS-Cutler	P	358.43
591251	8/22/2007	0000013762 Hesperia Animal Hospital	P	200.00
591252	8/22/2007	0000000278 Hi Desert Alarm	P	118.85
591253	8/22/2007	0000001162 Hi-Desert Communications	P	4,650.13
591254	8/22/2007	0000001184 High Desert Laser Graphics	P	174.45
591255	8/22/2007	0000001194 Hightech Signs	P	824.08
591256	8/22/2007	0000011444 HOKE	P	798.27
591257	8/22/2007	0000001218 Home Depot, Inc.	P	1,232.46
591258	8/22/2007	0000015767 Hromadka & Associates	P	382.50
591259	8/22/2007	0000007512 Imperial Sprinkler Supply, Inc.	P	584.32
591260	8/22/2007	0000015809 Independent Electric Supply, Inc.	P	1,306.51
591261	8/22/2007	0000011508 Industrial Solution Services	P	16,254.73
591262	8/22/2007	0000018048 Industrial Clerical Recruiters, Inc.	P	519.04
591263	8/22/2007	0000001282 Inland Kenworth, Inc.	P	80.92
591264	8/22/2007	0000016499 Inside Plants, Inc.	P	4,412.20
591265	8/22/2007	0000010267 International Code Council	P	45.24
591266	8/22/2007	0000001359 Kamper's Korner	P	296.82
591267	8/22/2007	0000012435 Kar Ice Service Inc.	P	107.75
591268	8/22/2007	0000008785 Kelley's General Contracting	P	112,032.00
591269	8/22/2007	0000018089 Leon, Audrey	P	80.00



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
591270	8/22/2007	000000696 L.N. Curtis & Sons	P	380.63
591271	8/22/2007	000000670 Lorman Education Services	P	618.00
591272	8/22/2007	0000010660 Loveland's Automotive Service	P	130.00
591273	8/22/2007	0000009908 Lowe's	P	305.85
591274	8/22/2007	0000011722 Lowe's	P	112.36
591275	8/22/2007	0000001489 M&D Fire Equipment Company, Inc.	P	123.80
591276	8/22/2007	0000002716 MANPOWER	P	552.69
591277	8/22/2007	0000000361 Mark Brown & Associates, Inc.	P	225.00
591278	8/22/2007	0000010734 MBS, a Konica Minolta Business Solutions	P	626.55
591279	8/22/2007	0000001548 McMaster-Carr Supply Co.	P	274.78
591280	8/22/2007	0000002835 Minolta Business Systems, Inc.	P	637.91
591281	8/22/2007	0000001618 Morton's Janitorial	P	5,500.00
591282	8/22/2007	0000012915 Moss Bros. Ford	P	31.39
591283	8/22/2007	0000005448 MWB Business Systems	P	2,417.44
591284	8/22/2007	0000001648 NAPA Auto Parts	P	135.48
591285	8/22/2007	0000007286 National Business Aviation Association	P	500.00
591286	8/22/2007	0000011188 National Pen	P	216.88
591287	8/22/2007	0000004894 New Jersey Family Support Pmt	P	140.31
591288	8/22/2007	0000008744 Nextel Communications	P	9,556.22
591289	8/22/2007	0000008026 NFPA International	P	775.00
591290	8/22/2007	0000014758 Nova Electric	P	1,000.00
591291	8/22/2007	0000001711 Office Depot	P	1,793.19
591292	8/22/2007	0000002772 OfficeMax	P	290.54
591293	8/22/2007	0000016887 Office Works	P	1,396.46
591294	8/22/2007	0000018064 OneSource Distributors, LLC	P	686.07
591295	8/22/2007	0000012163 Orkin Pest Control	P	1,247.00
591296	8/22/2007	0000017794 Ower Custom Cabinets, Inc.	P	13,106.71
591297	8/22/2007	0000001800 Paulson Paint	P	456.41
591298	8/22/2007	0000018071 Penhall Company	P	1,000.00
591299	8/22/2007	0000001815 Pervo Paint Co.	P	11,170.99
591300	8/22/2007	0000002837 Platronics Communications	P	165.00
591301	8/22/2007	0000001866 Printmart	P	247.95
591302	8/22/2007	0000014577 PureRite Drinking Water	P	41.00
591303	8/22/2007	0000004834 Radio Shack	P	291.89
591304	8/22/2007	0000004116 RBF Consulting	P	838.00
591305	8/22/2007	0000001916 R.D.O. Equipment Co.	P	123.15
591306	8/22/2007	0000002707 R & J Cutlery Sharpening & Engraving Svc	P	117.72
591307	8/22/2007	0000003857 Roadline Products Inc.	P	790.49
591308	8/22/2007	0000017604 Safelite Fulfillment, Inc	P	383.77
591309	8/22/2007	0000002017 Safeway Sign Co.	P	660.40
591310	8/22/2007	0000012823 San Diego Precast Concrete	P	10,889.52
591311	8/22/2007	0000018086 San Felipe, Loida	P	68.00
591312	8/22/2007	0000007912 SBC Sheriff's Court Serv.	P	214.62
591313	8/22/2007	0000002071 San Bernardino Co Solid Waste	P	12,639.19
591314	8/22/2007	0000017447 Simpler Life Emergency Provisions	P	314.75
591315	8/22/2007	0000018028 SkillSoft Corporation - ILT	P	338.34
591316	8/22/2007	0000002155 Smart & Final	P	458.53
591317	8/22/2007	0000002188 Southern California Edison	P	66,421.35
591318	8/22/2007	0000015783 Solutions Safety Services	P	64.50
591319	8/22/2007	0000002206 Spartan Motors, Inc.	P	919.84
591320	8/22/2007	0000018072 Spini, Pennie	P	120.00
591321	8/22/2007	0000003860 SportsTurf	P	1,005.33
591322	8/22/2007	0000002217 Sprint	P	40.00



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
591323	8/22/2007	0000002217 Sprint	P	965.73
591324	8/22/2007	0000002227 Staples Credit Plan	P	215.00
591325	8/22/2007	0000016245 State Disbursement Unit	P	2.00
591326	8/22/2007	0000002238 Stater Bros. Markets	P	105.73
591327	8/22/2007	0000003077 Stirling Airports International, LLC	P	251,859.00
591328	8/22/2007	0000003077 Stirling Airports International, LLC	P	463,424.00
591329	8/22/2007	0000002204 Southwest Gas Corporation	P	43.00
591330	8/22/2007	0000010065 System Innovators, Inc.	P	9,600.00
591331	8/22/2007	0000002313 Target Specialty Products	P	3,712.01
591332	8/22/2007	0000002314 Task Force Tips	P	168.79
591333	8/22/2007	0000002316 Taylor Made	P	792.26
591334	8/22/2007	0000017096 TCM Group	P	69,750.44
591335	8/22/2007	0000002343 Tiger Tool International	P	112.97
591336	8/22/2007	0000002346 Titleist	P	505.70
591337	8/22/2007	0000013439 Tom Kirby Classic Enterprises	P	720.00
591338	8/22/2007	0000004246 Truesdail Laboratories, Inc.	P	40.50
591339	8/22/2007	0000006279 Turf Star, Inc.	P	287.79
591340	8/22/2007	0000014613 UniFirst Corporation	P	62.19
591341	8/22/2007	0000002426 United Parcel Service	P	203.05
591342	8/22/2007	0000003089 United Rentals, Inc.	P	2,701.41
591343	8/22/2007	0000014536 United Site Services of CA, Inc.	P	275.63
591344	8/22/2007	0000002430 United Way Desert Communities	P	45.00
591345	8/22/2007	0000005697 Verizon	P	79.17
591346	8/22/2007	0000002472 Vern's Mobile Glass	P	1,692.00
591347	8/22/2007	0000008430 Vulcan Materials Company	P	1,833.45
591348	8/22/2007	0000013434 Victorville Glass Co., Inc.	P	3,014.00
591349	8/22/2007	0000002507 Victorville Professional Firefighters	P	2,490.28
591350	8/22/2007	0000012959 Victor Valley Veterinary Clinic	P	340.00
591351	8/22/2007	0000002498 Victor Valley Wastewater Reclamation	P	259,002.72
591352	8/22/2007	0000002554 Waxie Sanitary Supply	P	1,883.45
591353	8/22/2007	0000002579 Western Outdoor Power Equipment Co., Inc	P	165.22
591354	8/22/2007	0000002571 West Group Publishing Company	P	213.00
591355	8/22/2007	0000015764 WESTRUX International Inc.	P	296.32
591356	8/22/2007	0000017623 Wilson's Electric & Consulting	P	15,428.11
591357	8/22/2007	0000002648 ZEP Manufacturing	P	712.73
591358	8/22/2007	0000002201 AAAE	P	850.00
591359	8/22/2007	0000014881 Arteaga, Denisse	P	30.07
591360	8/22/2007	0000005936 Best Western	P	958.75
591361	8/22/2007	0000016248 Cheney, Jack	P	330.00
591362	8/22/2007	0000000602 Comfort Systems, Inc.	P	700.00
591363	8/22/2007	0000000492 California Park and Recreation	P	130.00
591364	8/22/2007	0000000492 California Park and Recreation	P	3,399.00
591365	8/22/2007	0000013836 Denny, Robert A.	P	80.00
591366	8/22/2007	0000000946 First American Title Co.	P	1,481.00
591367	8/22/2007	0000005185 Francis, Norm	P	130.00
591368	8/22/2007	0000009784 Frontier Homes, LLC	P	354,863.61
591369	8/22/2007	0000007836 Hampton Inn	P	600.70
591370	8/22/2007	0000016510 Isernhagen, Dawn	P	91.88
591371	8/22/2007	0000016605 Likiardopoulos, Dean	P	40.76
591372	8/22/2007	0000007650 Maaco	P	275.37
591373	8/22/2007	0000018068 Martin, Rogelio	P	80.00
591374	8/22/2007	0000003116 Mojave Deaf Services	P	1,250.00
591375	8/22/2007	0000006838 NAIOP	P	100.00



Report ID: VVPOS2-SUM.rpt

Commercial Demand

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
591376	8/22/2007	0000001672 National Recreation & Park Association	P	405.00
591377	8/22/2007	0000008678 One 2 One Mentors, Inc	P	1,250.00
591378	8/22/2007	0000017624 Pacific Summit Energy, LLC	P	59,642.04
591379	8/22/2007	0000005711 Quiel Bros.	P	325,970.26
591380	8/22/2007	0000009317 Robertson, Doug	P	55.00
591381	8/22/2007	0000018087 Sac State/LEA/CIWMB Conference	P	500.00
591382	8/22/2007	0000002037 San Bernardino County	P	94.00
591383	8/22/2007	0000002037 San Bernardino County	P	50.00
591384	8/22/2007	0000002037 San Bernardino County	P	50.00
591385	8/22/2007	0000002037 San Bernardino County	P	60.00
591386	8/22/2007	0000018074 Taser International, Inc.	P	281.40
591387	8/22/2007	0000018051 Topasna, Ralph S.	P	225.00
591388	8/22/2007	0000017662 Ultimate Office	P	102.68
591389	8/22/2007	0000002506 Victorville Firemen's Association	P	693.87
591390	8/22/2007	0000000198 City of Victorville, Cash	P	157.59
591391	8/22/2007	0000016770 Victorville Res. Dev. Partners No 1, LLP	P	452.00
591392	8/22/2007	0000002504 City of Victorville Sanitation	P	25.03

Check Total: 2,367,444.67

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Adele Mosher *AM*
Assistant Director of Finance

DATE: August 22, 2007

SUBJECT: **PAYROLL WARRANT LIST**

RECOMMENDATION: That the Honorable City Council approve Payroll Demand Schedule No. 2B, for Payroll Period July 28, 2007 through August 10, 2007, in the amount of \$1,384,459.88 covering Warrant Nos. 22173 through 22239 and Advice Nos. 118211 through 118790 inclusive.

FISCAL IMPACT: Payroll gross total amount
\$1,384,459.88

Budget Amount: \$1,384,459.88

Budget Account No.: Various

DISCUSSION: I hereby certify that the claims or demands covered by the attached list of warrants have been audited as to the accuracy and availability of funds for payment thereof and that said claims or demands are accurate and the funds are available for payment thereof.

--Finance Dept. Use Only--
Additional Appropriation:

No
 Yes/Amount:

Asst. Finance Director Review and
Approval *AM*

Adele Mosher

ASSISTANT DIRECTOR OF FINANCE

AM/hdk

Attachment - Payroll Warrant List



City of Victorville

Date:08/22/07

City Council Payroll Report
Payroll Period Ending: August 10, 2007

<u>Employee Number</u>	<u>Check #</u>	<u>Total Gross</u>	<u>Check Date</u>
1417	118499	1,894.69	8/17/2007
2541	22202	849.92	8/17/2007
2396	118651	502.60	8/17/2007
1515	22184	1,865.03	8/17/2007
2505	22185	1,610.38	8/17/2007
2501	118363	2,016.54	8/17/2007
1871	118296	1,894.69	8/17/2007
2550	118652	956.16	8/17/2007
2052	118653	481.24	8/17/2007
1883	118735	2,584.07	8/17/2007
2528	22205	424.96	8/17/2007
1970	118395	1,855.92	8/17/2007
1305	118736	3,403.32	8/17/2007
2457	118634	956.16	8/17/2007
1097	118396	2,239.92	8/17/2007
2414	118654	1,399.46	8/17/2007
1169	118297	1,894.69	8/17/2007
2535	118655	849.92	8/17/2007
1353	118298	2,013.32	8/17/2007
1024	118317	3,036.08	8/17/2007
1005	118230	2,102.38	8/17/2007
2402	118656	624.25	8/17/2007
2537	22203	1,062.40	8/17/2007
2432	118657	956.16	8/17/2007
2548	22206	145.28	8/17/2007
1007	118231	3,887.62	8/17/2007
2473	118571	1,578.90	8/17/2007
1063	118218	1,894.69	8/17/2007
2357	22178	1,817.62	8/17/2007
1746	118500	2,284.19	8/17/2007
1258	118658	849.92	8/17/2007
2506	118612	286.43	8/17/2007
2354	118299	1,894.69	8/17/2007
2422	22207	375.22	8/17/2007
1853	118572	2,781.31	8/17/2007
1025	118501	2,388.54	8/17/2007
1520	118397	2,016.54	8/17/2007
2343	118659	916.32	8/17/2007
2326	118635	849.92	8/17/2007
1026	118502	2,070.12	8/17/2007
1949	118287	2,779.92	8/17/2007
2043	118300	2,757.78	8/17/2007
2405	118660	840.80	8/17/2007
2484	22195	259.52	8/17/2007
1061	118219	3,977.15	8/17/2007
1244	118737	5,367.33	8/17/2007
1099	22173	1,944.00	8/3/2007
1099	22174	437.40	8/3/2007
1099	118398	2,905.00	8/17/2007

1170	118301	5,888.38	8/17/2007
1457	118232	2,447.12	8/17/2007
2570	118661	776.88	8/17/2007
1027	118503	2,141.56	8/17/2007
2538	118636	849.92	8/17/2007
2384	22204	424.96	8/17/2007
1078	118364	2,880.04	8/17/2007
1727	118399	1,975.00	8/17/2007
1243	118738	7,691.55	8/17/2007
1187	118739	6,154.50	8/17/2007
1101	118400	2,335.82	8/17/2007
1966	118504	1,818.08	8/17/2007
2157	118505	1,616.66	8/17/2007
1849	118318	4,319.46	8/17/2007
1212	22237	4,752.43	8/17/2007
2583	22208	903.04	8/17/2007
2092	118319	2,779.92	8/17/2007
1699	118662	737.04	8/17/2007
1497	118401	2,547.77	8/17/2007
1739	118741	2,991.23	8/17/2007
2475	118610	929.60	8/17/2007
2429	118613	9.30	8/17/2007
1261	22209	942.88	8/17/2007
1721	118742	5,698.95	8/17/2007
1174	118743	4,810.79	8/17/2007
1697	118266	3,317.42	8/17/2007
2192	118402	1,675.92	8/17/2007
1451	118233	2,288.38	8/17/2007
2416	118663	690.48	8/17/2007
2415	118664	416.34	8/17/2007
2149	118665	884.68	8/17/2007
1103	118403	2,181.27	8/17/2007
2540	118404	2,193.31	8/17/2007
1973	118234	3,246.54	8/17/2007
1644	118320	2,905.00	8/17/2007
1104	118365	2,147.15	8/17/2007
1833	118744	2,915.72	8/17/2007
2050	118321	1,894.23	8/17/2007
1748	118235	2,779.92	8/17/2007
2377	118506	1,675.92	8/17/2007
1426	118666	849.92	8/17/2007
1225	118267	3,174.54	8/17/2007
2217	22182	2,661.31	8/17/2007
2566	118667	717.32	8/17/2007
1068	118480	3,558.96	8/17/2007
1227	22238	4,598.83	8/17/2007
1989	118746	2,369.48	8/17/2007
2523	118562	1,817.62	8/17/2007
2476	118481	2,578.57	8/17/2007
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1030	118507	2,388.54	8/17/2007
1963	118593	2,659.51	8/17/2007
1079	118366	3,320.38	8/17/2007
1898	118405	1,974.54	8/17/2007
1576	118268	3,174.54	8/17/2007
1620	118669	459.52	8/17/2007
2499	118322	2,440.69	8/17/2007

1523	118747	4,968.90	8/17/2007
1437	118637	849.92	8/17/2007
1032	118508	1,990.65	8/17/2007
1105	118406	2,879.58	8/17/2007
2254	118323	2,548.23	8/17/2007
2082	118236	1,698.96	8/17/2007
1962	118573	2,388.54	8/17/2007
1033	118509	2,147.15	8/17/2007
1266	118407	2,467.92	8/17/2007
2530	118408	1,453.88	8/17/2007
2204	118574	1,573.00	8/17/2007
2323	118324	2,753.24	8/17/2007
1392	118575	4,406.81	8/17/2007
2205	118510	2,779.92	8/17/2007
1267	118511	868.26	8/17/2007
1661	22210	937.08	8/17/2007
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1767	118237	2,147.15	8/17/2007
1447	118302	3,097.94	8/17/2007
1108	118409	3,247.00	8/17/2007
2214	118614	1,770.12	8/17/2007
2488	118597	849.92	8/17/2007
2126	118670	1,062.40	8/17/2007
2231	118288	1,514.69	8/17/2007
2360	22175	1,602.27	8/3/2007
2556	118512	3,925.85	8/17/2007
1109	118410	2,239.92	8/17/2007
1172	118303	3,555.79	8/17/2007
1110	118411	2,239.92	8/17/2007
1111	118412	2,547.77	8/17/2007
1080	118367	3,887.62	8/17/2007
1750	118413	2,155.68	8/17/2007
2228	118414	1,974.54	8/17/2007
2053	118748	2,570.66	8/17/2007
1112	118415	2,547.77	8/17/2007
2103	118482	2,048.48	8/17/2007
2282	118615	899.78	8/17/2007
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2115	118484	2,892.31	8/17/2007
1656	118416	1,818.08	8/17/2007
2364	118326	2,283.73	8/17/2007
2472	22179	2,147.62	8/17/2007
2511	118598	424.96	8/17/2007
1271	22211	424.96	8/17/2007
2337	118269	3,243.79	8/17/2007
2279	118485	2,542.31	8/17/2007
1978	118513	1,934.38	8/17/2007
2567	22212	572.04	8/17/2007
2139	118238	2,193.31	8/17/2007
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1165	118368	3,163.88	8/17/2007
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2347	118369	2,522.35	8/17/2007
1522	118327	3,395.12	8/17/2007
2586	22213	381.80	8/17/2007
2587	118671	849.92	8/17/2007

2105	118328	3,247.00	8/17/2007
1272	118514	2,084.35	8/17/2007
2190	118417	1,519.42	8/17/2007
2345	118672	956.16	8/17/2007
1037	118576	1,913.62	8/17/2007
2040	118611	778.43	8/17/2007
2611	22214	57.55	8/17/2007
2527	118329	2,440.69	8/17/2007
2444	118330	2,548.23	8/17/2007
1453	118240	2,652.52	8/17/2007
2160	118673	840.80	8/17/2007
1249	118418	2,239.92	8/17/2007
2397	118486	2,615.84	8/17/2007
2487	118599	743.68	8/17/2007
1899	118616	286.40	8/17/2007
2355	118331	1,817.62	8/17/2007
1804	22236	87.38	8/17/2007
2372	118750	2,745.01	8/17/2007
2579	22215	440.38	8/17/2007
2026	118220	1,738.19	8/17/2007
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2534	118731	849.92	8/17/2007
1057	118558	2,016.54	8/17/2007
2211	118360	2,971.00	8/17/2007
2047	118361	6,088.38	8/17/2007
2138	118228	3,161.08	8/17/2007
2210	118493	4,194.46	8/17/2007
1414	118788	3,430.87	8/17/2007
2573	22200	293.52	8/17/2007

1182	118789	7,268.94	8/17/2007
1211	118790	4,049.42	8/17/2007
2153	118732	764.60	8/17/2007
1343	118392	2,748.50	8/17/2007
1058	118559	2,016.54	8/17/2007
2425	118608	743.68	8/17/2007
2091	118362	2,779.92	8/17/2007
1977	118733	185.92	8/17/2007
2191	118560	1,675.92	8/17/2007
1094	118595	4,162.23	8/17/2007
1545	118229	2,440.23	8/17/2007
2481	118609	1,297.28	8/17/2007
1729	118479	1,990.65	8/17/2007
2515	118217	1,817.62	8/17/2007
2203	118561	4,012.62	8/17/2007
2522	118393	3,037.46	8/17/2007
1304	118734	318.72	8/17/2007
2552	118650	849.92	8/17/2007
1503	118394	2,440.23	8/17/2007
2260	118494	2,493.08	8/17/2007
1205	118316	3,163.88	8/17/2007
		1,384,459.88	

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Adele Mosher *aom*
Assistant Director of Finance

DATE: August 23, 2007

SUBJECT: CITY OF VICTORVILLE'S QUARTERLY TREASURER'S REPORT

RECOMMENDATION: FOR COUNCIL'S INFORMATION

FISCAL IMPACT: None

Budget Amount: None

Budget Account No.: None

DISCUSSION: The City of Victorville Investment Policy requires the Director of Finance to prepare a Quarterly Investment Report, including a management summary that provides an analysis of the status of the current investment portfolio.

The Quarterly Investment Report shall include: Type of investment instruments; issuer names; maturity date; par value of investment; current rate of interest; purchase price; current market value and the source of the valuation; overall portfolio yield based on cost; and weighted average days to maturity.

<p>--Finance Dept. Use Only-- Additional Appropriation: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes/\$Amount: Finance Director Review and Approval <u><i>aom</i></u></p>

AM/cb
Agenda Item/TreasRpt

Attachment

INVESTMENTS

These investments comply with the City's adopted investment policy

6/30/2007

Custodian/ Description	Purchase date	Maturity date	Days to maturity	Interest rate	Par Value	Market Value	Book Value
Bank of America, Checking			1	0.00%	9,712,193.12	9,712,193.12	9,712,193.12
Union Bank of California:							
Federal Home Loan Bank	6/30/2003	6/30/2008	360	2.75%	2,000,000.00	1,951,260.00	2,000,000.00
Federal Home Loan Bank	7/30/2003	7/30/2008	390	3.36%	2,000,000.00	1,960,000.00	2,000,000.00
Federal Home Loan Bank	7/30/2003	7/30/2008	390	3.40%	2,000,000.00	1,961,260.00	2,000,000.00
Federal Home Loan Bank	10/21/2003	10/21/2008	471	4.10%	571,428.57	563,034.28	571,428.57
Federal Home Loan Bank	3/19/2004	3/19/2009	619	4.00%	980,000.00	959,478.80	980,000.00
Federal Home Loan Bank	3/23/2004	3/26/2009	626	4.00%	1,000,000.00	980,000.00	1,000,000.00
Federal Home Loan Bank	4/30/2004	4/30/2009	660	4.05%	2,000,000.00	1,960,000.00	2,000,000.00
Federal Home Loan Bank	2/28/2006	8/28/2007	58	5.00%	2,000,000.00	1,998,760.00	2,000,000.00
Federal Home Loan Bank	3/12/2007	3/12/2008	252	5.20%	2,000,000.00	1,997,500.00	2,000,000.00
Federal Home Loan Bank	6/5/2007	6/5/2008	335	5.38%	2,000,000.00	1,999,380.00	2,000,000.00
Local Agency Investment Fund City of Victorville			1	5.23%		127,575,134.99	127,575,134.99

TOTAL INVESTMENTS	THIS QUARTER	153,838,756.68
	LAST QUARTER	118,590,318.10
	Increase (Decrease) from Last Quarter	35,248,438.58
	AVERAGE INTEREST RATE	4.78%
	WEIGHTED AVERAGE MATURITY	42

The above investments are consistent with the City's Investment Policy and Government Code Section 53646. All investment transactions during this period are included in this report. As Treasurer and Director of Finance of the City of Victorville, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six(6) month's estimated expenditures.

All securities are "Marked-to-Market" on a quarterly basis by Interactive Data's automatic pricing service.



Adele Mosher
Assistant Director of Finance

BOND ISSUES

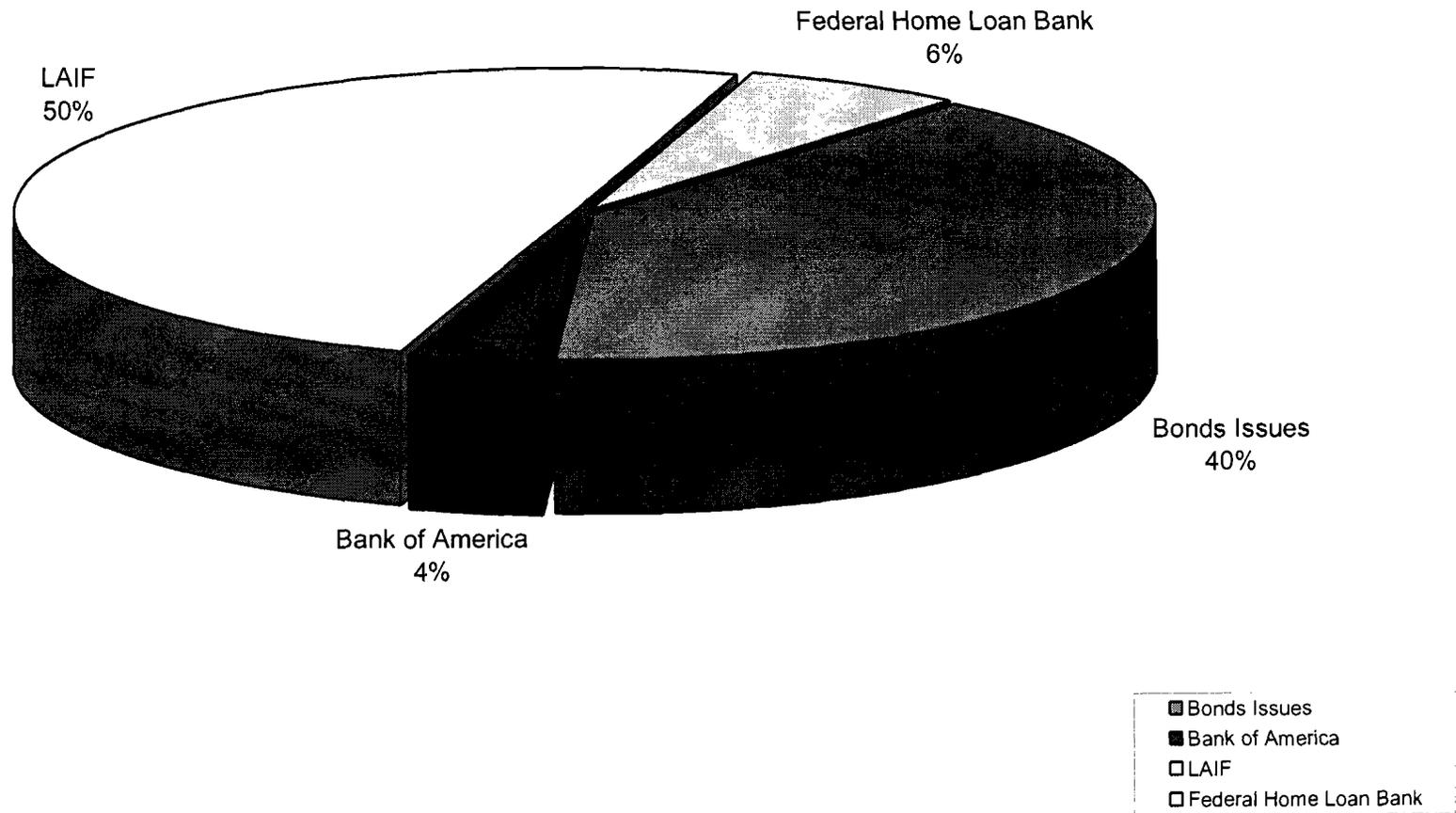
Funds in this category are held by a trustee which are governed by the bond documents

Custodian/ Description	District	Description	Avg Interest Rate (1)	Market Value
US Bank Corporate Trust/ Money Market	Mojave Desert and Mountain JPA, Refunding Bonds Series 2004	Victor Valley Material Recovery Facility (Reserve, AV and VV Payment accounts)	4.57%	613,778.66
BNY Western Trust Co./ Money Market	CFD 90-1 Series 2005A	CFD (Bond Proceeds, Interest and Reserve accounts)	4.72%	1,120,189.96
BNY Western Trust Co./ Money Market	CSDA 97 Series EE	Park and Rec, refund certificates of participation (Lease Payment and Reserve accounts)	4.72%	131,581.73
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Series 2001	SCLA Airport Project (Interest account)	4.72%	0.26
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Series 2003	SCLA Airport Project (Expense and Reserve accounts)	4.72%	15,506.63
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Series 2005A	SCLA Airport Project (Reserve account)	4.72%	2,620,615.51
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Revenue Parity Bonds Series 2006	SCLA Airport Project (Reserve, Bond Proceeds and Expense accounts)	4.72%	3,328,209.95
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Revenue Parity Bonds Refunding Series 2006	SCLA Non-Housing Refunding (Reserve account)	4.72%	4,542,503.99
BNY Western Trust Co./ Money Market	SCLA Housing Set-Aside Revenue Bonds Refunding Series 2006	SCLA Housing Refunding (Reserve Account)	4.72%	1,219,599.43
BNY Western Trust Co./ Money Market	SCLA Revenue Notes Series 2005A	SCLA Airport Project/Developer Loan (Capitalized Interest account)	4.72%	21.79
BNY Western Trust Co./ Money Market	SCLA Revenue Notes Series 2006A	SCLA Airport Project/Developer Loan (Redemption account)	4.72%	3.20
BNY Western Trust Co./ Money Market	SCLA Taxable Forward Bonds Series 2006	SCLA Airport Project (Reserve and Bond Proceeds accounts)	4.72%	12,687,662.54

Custodian/ Description	District	Description	Avg Interest Rate (1)	Market Value
BNY Western Trust Co./ Money Market	SCLA Taxable Subordinate Bonds Series 2006	SCLA Airport Project (Reserve, Bond Proceeds and Expense accounts)	4.72%	34,838,510.17
BNY Western Trust Co./ Money Market	SCLA Taxable Housing Set-Aside Revenue Parity Bonds Series 2007	SCLA (Bond Proceeds, Expense and Reserve accounts)	4.72%	1,403,061.75
BNY Western Trust Co./ Money Market	VVRDA Series 2002A	Bear Valley Rd. Redevelopment Project (Bond Proceeds, Special Escrow, Special Fund, Reserve and Interest accounts)	4.72%	2,262,196.73
BNY Western Trust Co./ Money Market	VVRDA Refunding Series 2003A	Bear Valley Rd. Redevelopment Project (Special Fund, Interest, Principal and Reserve accounts)	4.72%	282,496.65
BNY Western Trust Co./ Money Market	VVRDA Refunding Series 2003B	Bear Valley Rd. Redevelopment Project (Special, Interest, Principal and Reserve accounts)	4.72%	141,286.47
BNY Western Trust Co./ Money Market	VVRDA Series 2006A	Bear Valley (Cost of Issuance, Reserve and Project Fund accounts)	4.72%	10,823,262.08
BNY Western Trust Co./ Money Market	CFD 01-01 Series A	Eagle Ranch/2005A (Construction, Bond, Reserve and Administration accounts)	4.72%	1,633,277.76
BNY Western Trust Co./ Money Market	Victorville Joint Powers Series 2005A	VJPFA (Lease Payment, Reserve and Construction accounts)	4.72%	12,301.20
BNY Western Trust Co./ Money Market	Victorville Joint Powers Series 2006A	VJPFA (Cost of Issuance, Lease Payment, Reserve and Construction accounts)	4.72%	23,281.60
BNY Western Trust Co./ Money Market	Victorville Joint Powers Series 2007A	VJPFA (Cost of Issuance, Lease Payment, Reserve and Construction accounts)	4.72%	24,857,419.14
TOTAL CASH WITH FISCAL AGENT		THIS QUARTER		102,556,767.20
		LAST QUARTER		125,479,417.31
		Increase (Decrease) from Last Quarter		(22,922,650.11)

Note 1: Interest rate changes on a daily basis for money market funds. Trustee Statements give the average annual interest rate for the month of the statement. The interest rates listed on this report are an average interest rate for the last quarter.

City of Victorville Investment Summary
June 30, 2007
\$256,174,768.39 Market Value



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MEMORANDUM

DATE: September 4, 2007
TO: Mayor and City Council Members
FROM: Bill Webb
Director of Development



SUBJECT: DEVELOPMENT DEPARTMENT ACTIVITY SUMMARIES FOR MARCH, APRIL, MAY
JUNE AND JULY 2007

Attached is the Development Department Activity Summaries for the months of March, April, May, June and July 2007.

BW:pi

Attachments

Consent
#6C2
9-4-07

**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**March 2007
Monthly Report Summary**

Year-to-Date Report of New Construction Permits Issued

Year-to-Date Report of Miscellaneous Permits Issued

Certificate of Occpuancies Issued by RDA Area

Report of Code Enforcement Cases

City of Victorville

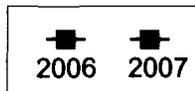
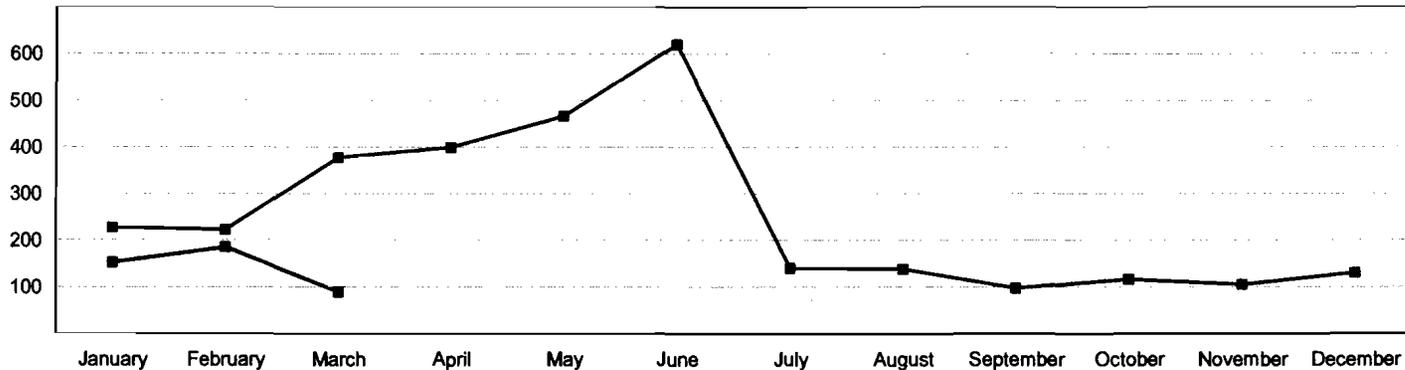
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January	Commercial	2	\$210,400	6,000
	Multi-Family Residences (Dwelling Units: 80)	20	\$6,108,880	73,660
	Single Family Residences	152	\$33,346,490	421,632
February	Commercial	1	\$903,924	17,935
	Mobile Homes	1	\$10,000	960
	Single Family Residences	185	\$40,180,682	513,146
March	Single Family Residences	89	\$17,740,867	223,265
	Year-to-Date Month Total:		450	\$98,501,243

Single Family Residences



City of Victorville

Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

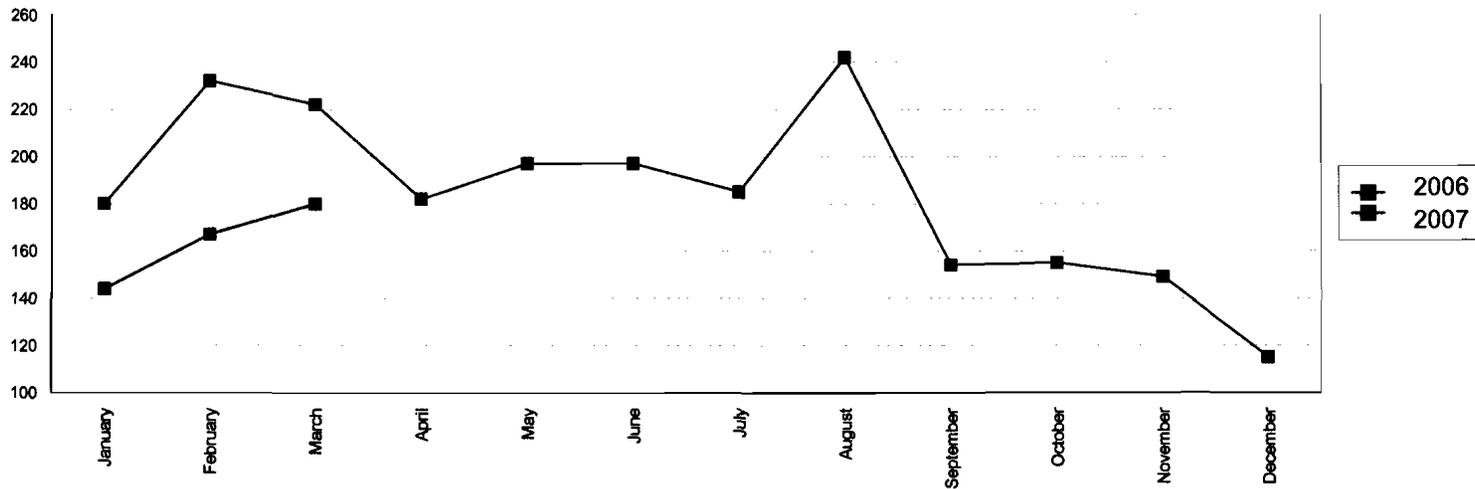
Miscellaneous	127	\$67,501.00
Sign	9	\$39,400.00
Swimming Pool	8	\$75,700.00
	<u>144</u>	

February

Miscellaneous	149	\$72,521.00
Sign	7	\$22,801.00
Swimming Pool	11	\$269,400.00
	<u>167</u>	

March

Miscellaneous	154	\$80,003.00
Sign	8	\$38,800.00
Swimming Pool	18	\$574,300.00
	<u>180</u>	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	1
OLD TOWN RDA	1
VVEDA RDA	6

MONTHLY TOTAL: 12

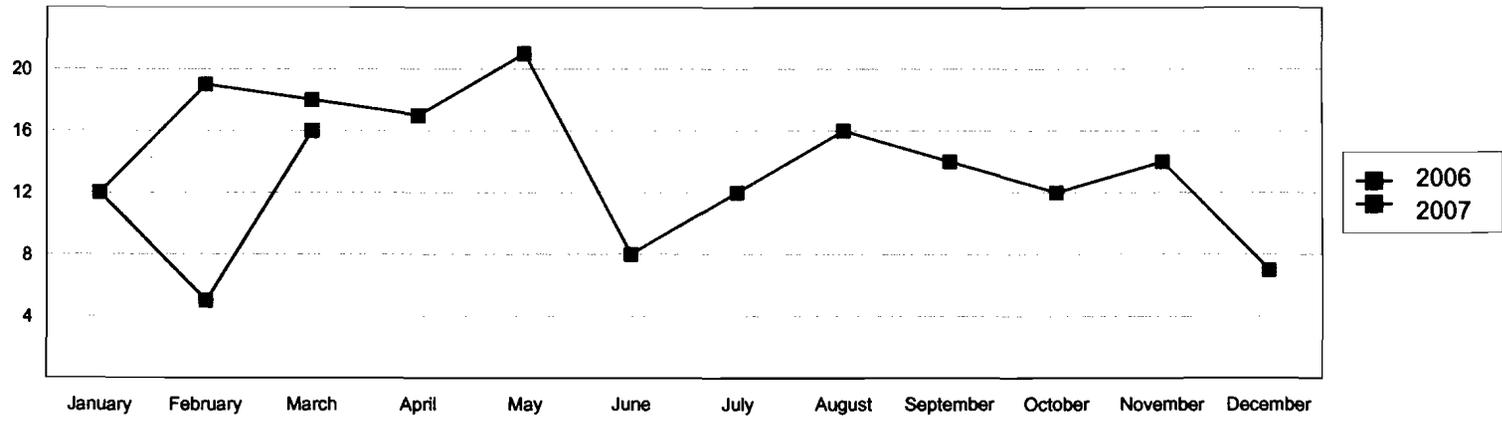
February

	<u>AMOUNT</u>
BEAR VALLEY RD	1
OLD TOWN RDA	2
VVEDA RDA	2

MONTHLY TOTAL: 5

	<u>AMOUNT</u>
BEAR VALLEY RD	3
DNA SILKSCREENING	
12180 RIDGECREST RD #216	
STYLE 4 U	
17180 BEAR VALLEY RD #G	
ROYAL COFFEE CLUB	
17290 JASMINE ST #103	
EXEMPT	1
AGUA PURA	
12353 MARIPOSA RD #F7	
OLD TOWN RDA	2
A-1 BEAUTY SALON	
16901 B ST	
HOUSE OF TROPICALS	
15176 SEVENTH ST	
VVEDA RDA	10
MS. D TUNC'S BEAUTY EMPORIUM & SUPPLY	
16137 GREEN TREE BLVD #6A	
AVENTURA AVIATION LLC	
18626 PHANTOM ST # 733	
LAW OFFICES OF JAMES BRUCE MINTON	
14467 PARK AVE	
QUIZNOS SUB	
15617 ROY ROGERS DR #103	
SO CAL SANDBAGS, INC.	
16629 E ST	
RACHEL'S HAIR FASHION	
14335 HESPERIA RD #109	
VISION CAPITAL	
14440 CIVIC DR #100	
MANA	
15358 SEVENTH ST	
L & L HAWIIAN BARBECUE	
15683 ROY ROGERS DR #201	
STARBUCKS #11029	
14689 LA PAZ DR	

MONTHLY TOTAL: 16



City of Victorville

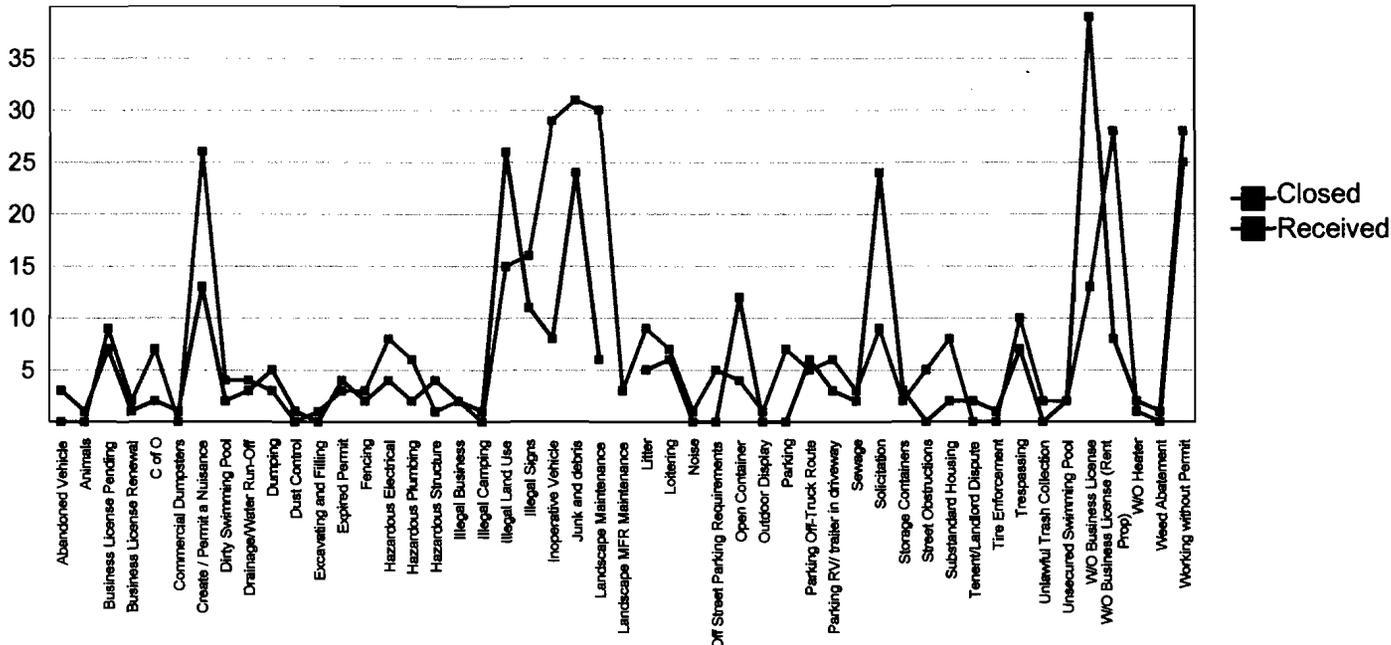
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle		3
Animals		1
Business License Pending	9	7
Business License Renewal	2	1
C of O	7	2
Commercial Dumpsters		1
Create / Permit a Nuisance	26	13
Dirty Swimming Pool	4	2
Drainage/Water Run-Off	4	3
Dumping	3	5
Dust Control		1
Excavating and Filling	1	0
Expired Permit	3	4
Fencing	3	2
Hazardous Electrical	8	4
Hazardous Plumbing	6	2
Hazardous Structure	1	4
Illegal Business	2	2
Illegal Camping		1
Illegal Land Use	15	26
Illegal Signs	16	11
Inoperative Vehicle	29	8
Junk and debris	31	24
Landscape Maintenance	30	6
Landscape MFR Maintenance	3	
Litter	9	5
Loitering	7	6
Noise	1	0
Off Street Parking Requirements	5	0
Open Container	4	12
Outdoor Display	1	0
Parking	7	0
Parking Off-Truck Route	5	6
Parking RV/ trailer in driveway	6	3
Sewage	3	2
Solicitation	9	24

Street Obstructions	5	0
Substandard Housing	8	2
Tenant/Landlord Dispute		2
Tire Enforcement		1
Trespassing	10	7
Unlawful Trash Collection	2	0
Unsecured Swimming Pool	2	2
W/O Business License	13	39
W/O Business License (Rent Prop)	28	8
W/O Heater	1	2
Weed Abatement		1
Working without Permit	25	28



**DEVELOPMENT DEPARTMENT
2007 RESIDENTIAL BUILDING ACTIVITY
Based on Utility Releases**

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	106	106	1	2							107	108	315.36
FEBRUARY	166	166					9	18			175	184	537.28
MARCH	162	162							1	1	163	163	475.96
APRIL											0	0	0.00
MAY											0	0	0.00
JUNE											0	0	0.00
JULY											0	0	0.00
AUGUST											0	0	0.00
SEPTEMBER											0	0	0.00
OCTOBER											0	0	0.00
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO	1	1									1	1	2.92
ANNEX											0	0	0.00
TOTALS	433	433	1	2	0	0	9	18	1	1	444	454	1325.68

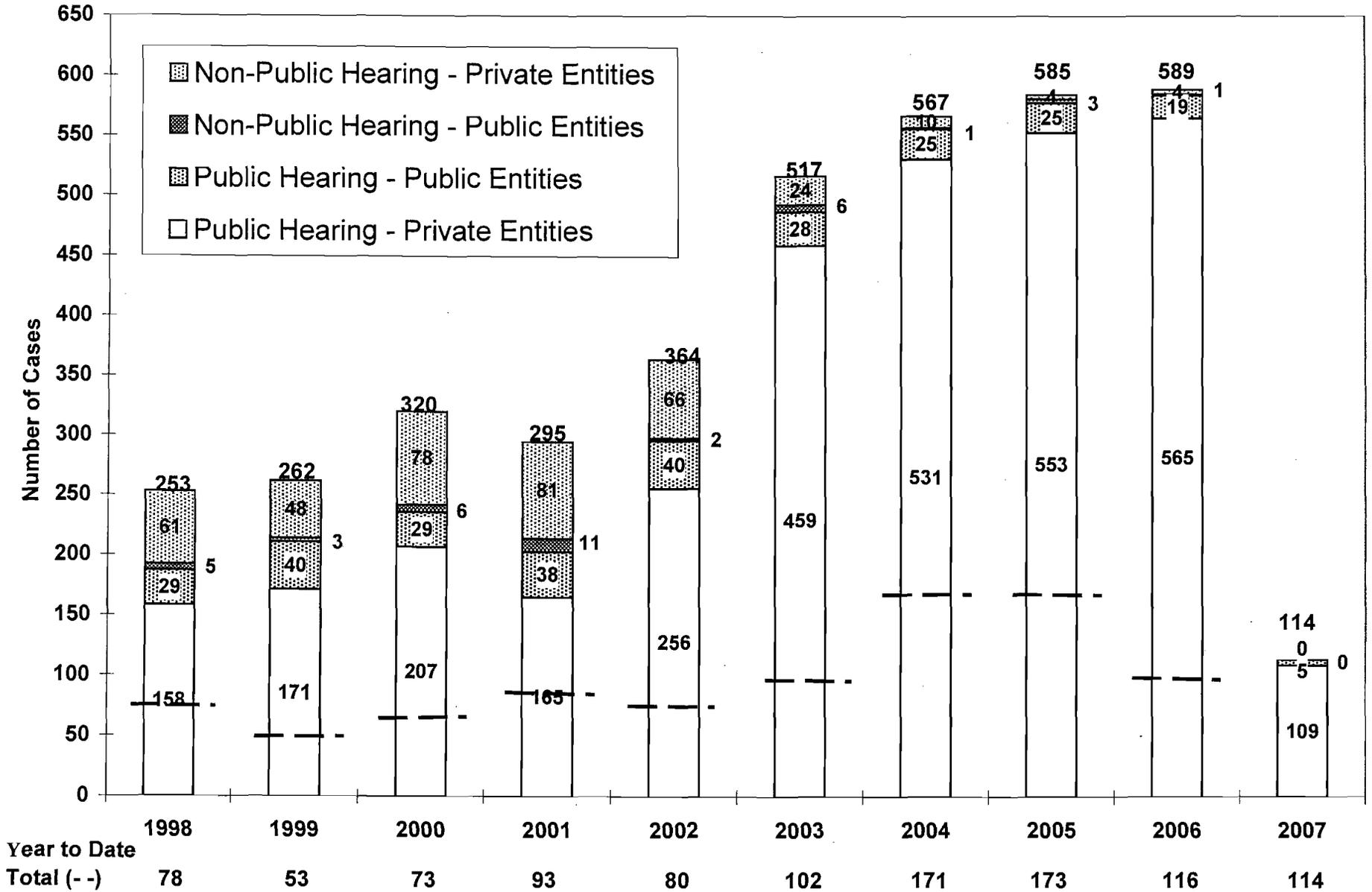
ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **1,326**

STARTING POPULATION **1-1-07** **98,542**
(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-06 CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **3-31-07** **99,868**

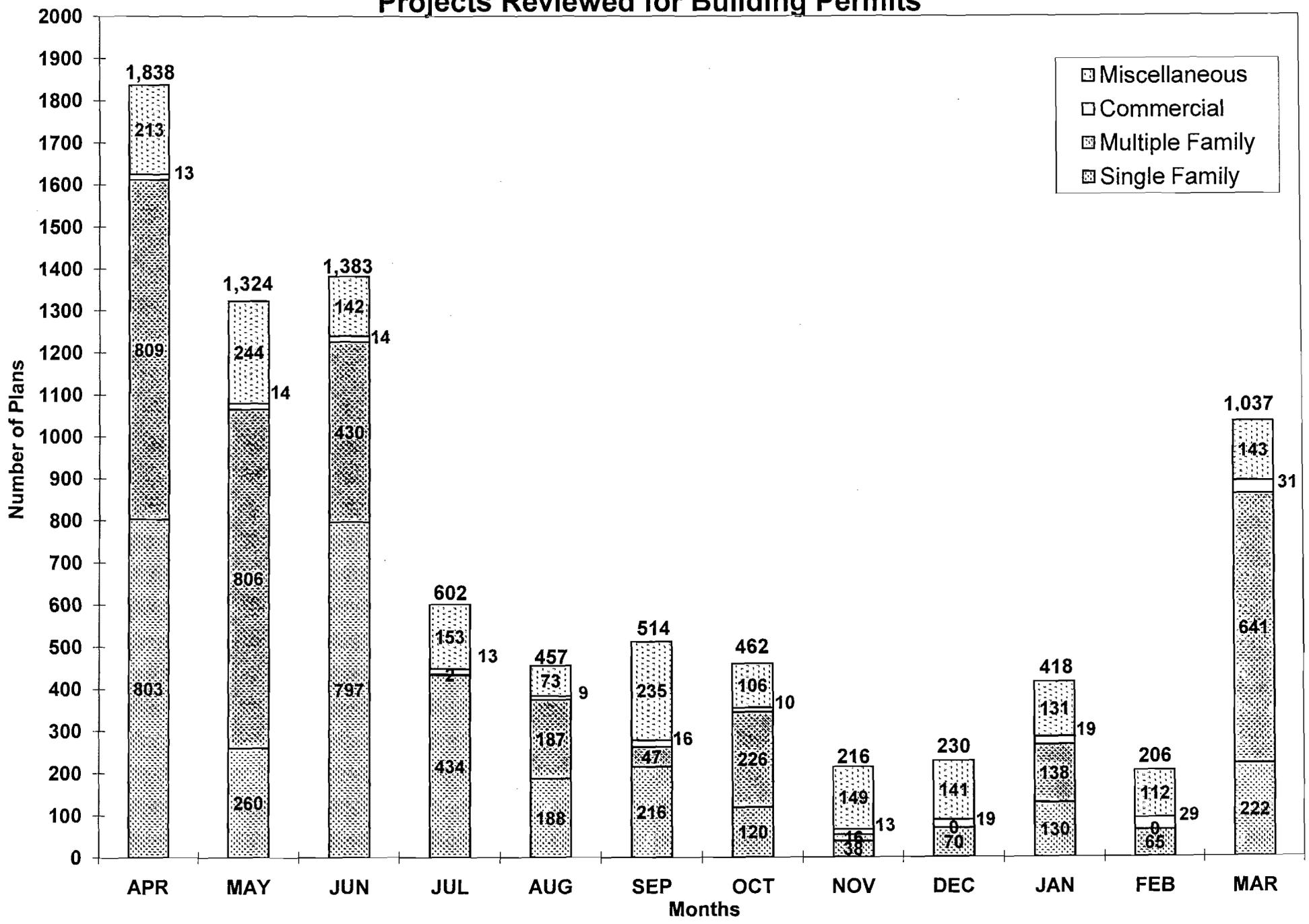
PLANNING COMMISSION CASES HEARD

January 1998 through the Commission's March 28, 2007, Meeting



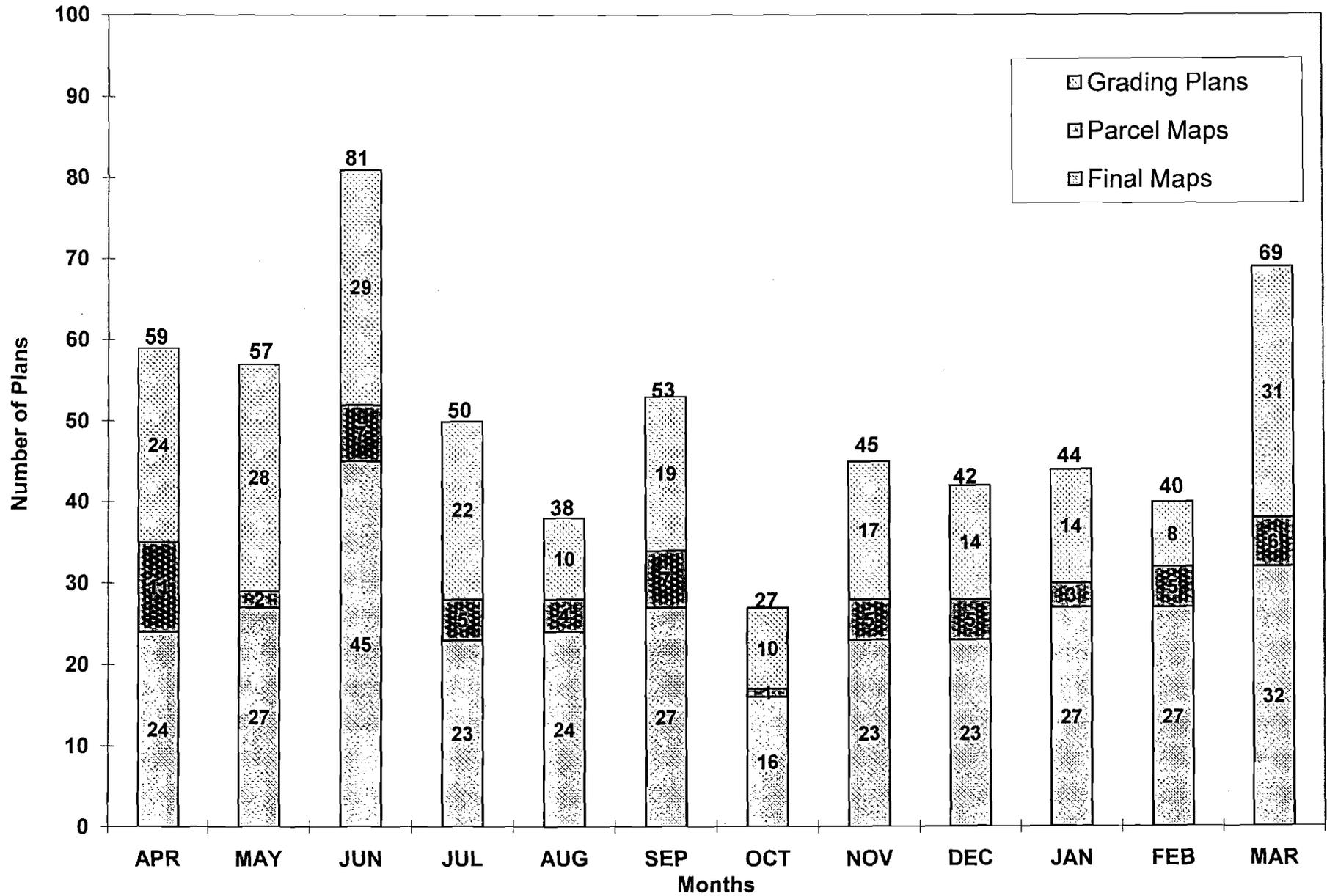
2006/2007 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits



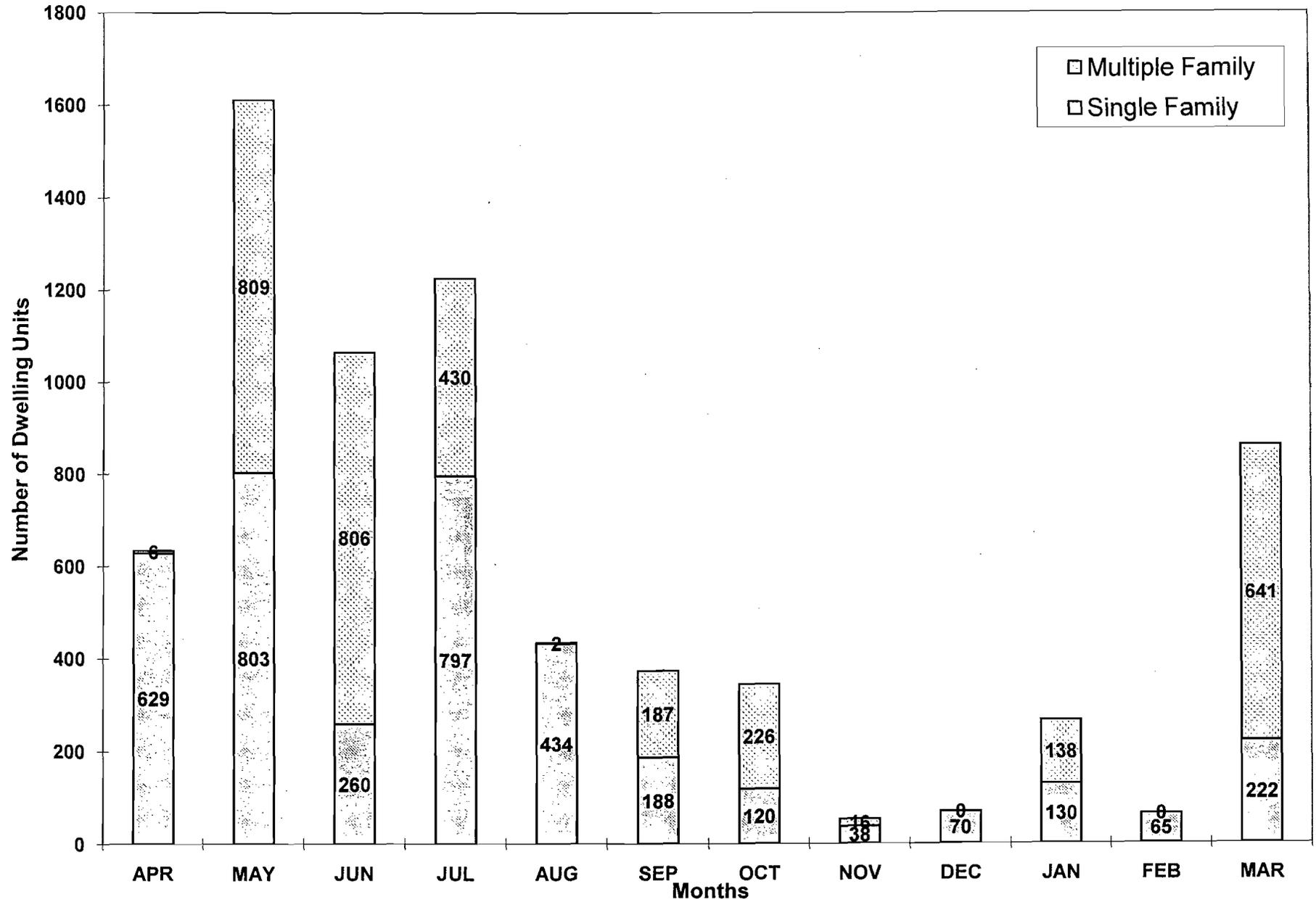
2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Grading Permits and Subdivisions



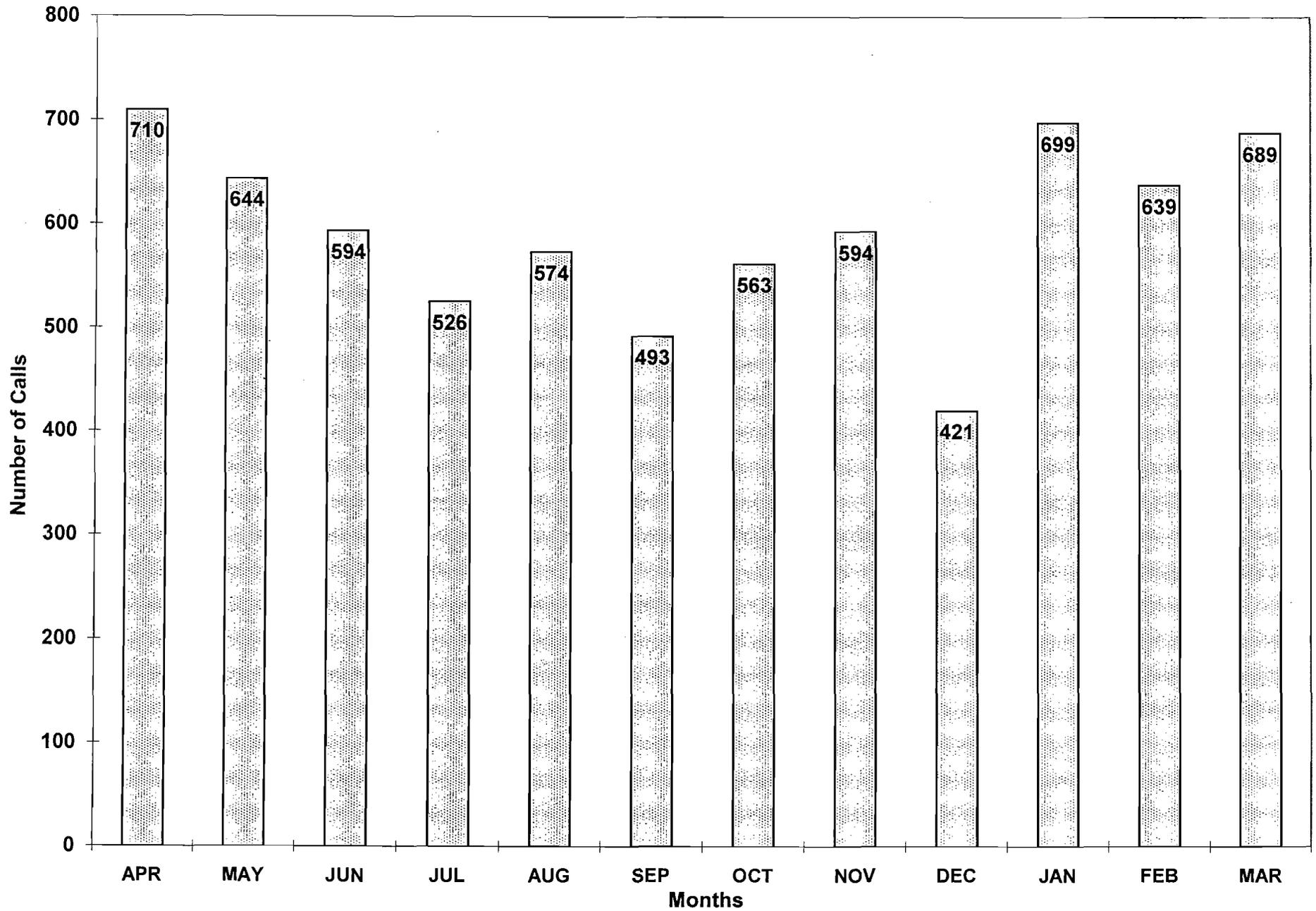
2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units



2006/2007 PLANNING DIVISION ACTIVITY

Estimated Counter Calls



**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**April 2007
Monthly Report Summary**

Year-to-Date Report of New Construction Permits Issued

Year-to-Date Report of Miscellaneous Permits Issued

Certificate of Occpuancies Issued by RDA Area

Report of Code Enforcement Cases

City of Victorville

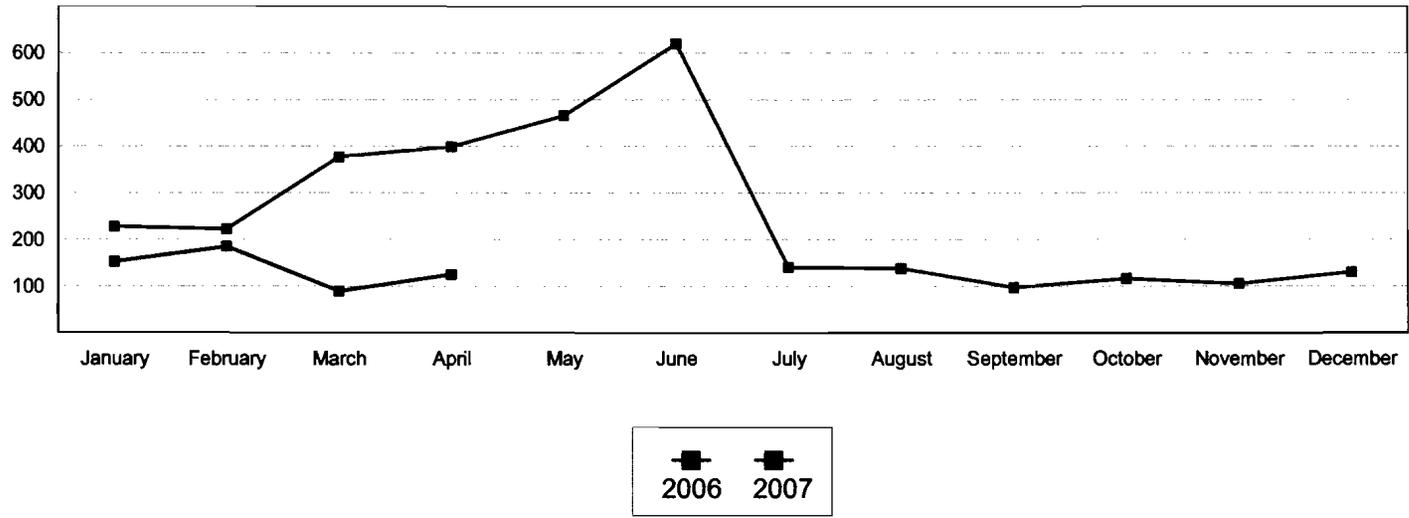
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January				
	Commercial	2	\$210,400	6,000
	Multi-Family Residences (Dwelling Units: 80)	20	\$6,108,880	73,660
	Single Family Residences	152	\$33,346,490	421,632
February				
	Commercial	1	\$903,924	17,935
	Mobile Homes	1	\$10,000	960
	Single Family Residences	185	\$40,180,682	513,146
March				
	Single Family Residences	89	\$17,740,867	223,265
April				
	Commercial	20	\$7,937,892	198,753
	Mobile Homes	4	\$45,000	4
	Single Family Residences	125	\$26,536,065	332,576
	Year-to-Date Month Total:	599	\$133,020,200	

Single Family Residences



City of Victorville

Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

Miscellaneous	127	\$67,501.00
Sign	9	\$39,400.00
Swimming Pool	8	\$75,700.00
	<u>144</u>	

February

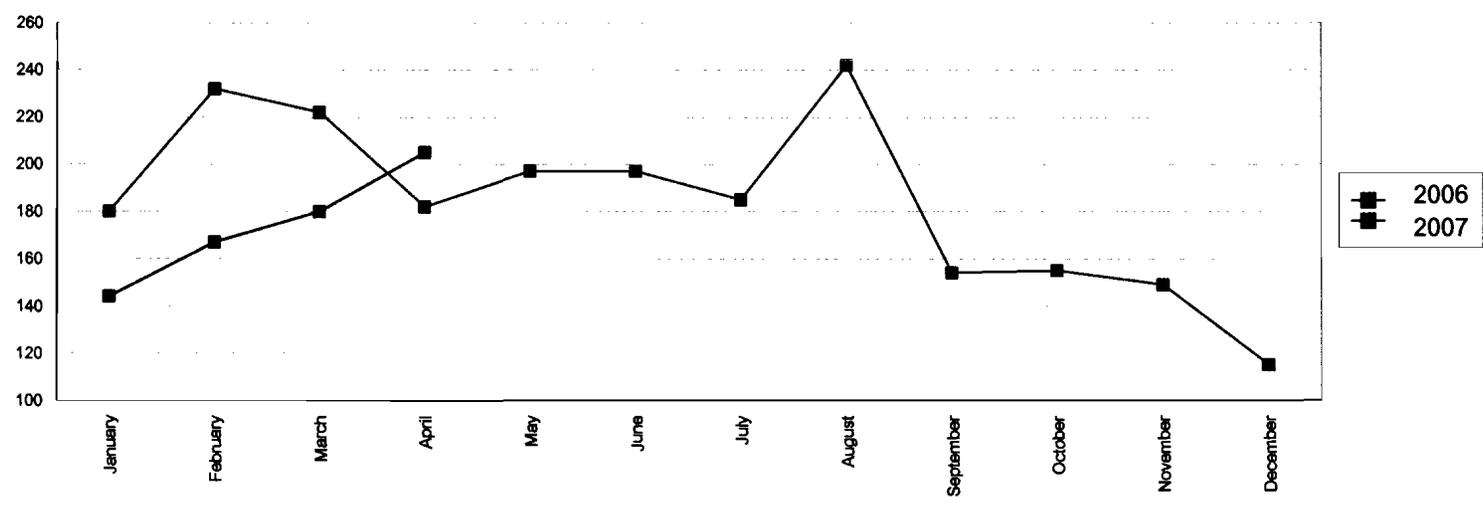
Miscellaneous	149	\$72,521.00
Sign	7	\$22,801.00
Swimming Pool	11	\$269,400.00
	<u>167</u>	

March

Miscellaneous	154	\$80,003.00
Sign	8	\$38,800.00
Swimming Pool	18	\$574,300.00
	<u>180</u>	

April

Miscellaneous	182	\$86,624.00
Sign	13	\$59,150.00
Swimming Pool	10	\$257,000.00
	<u>205</u>	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	1
OLD TOWN RDA	1
VVEDA RDA	6

MONTHLY TOTAL: 12

February

	<u>AMOUNT</u>
BEAR VALLEY RD	1
OLD TOWN RDA	2
VVEDA RDA	2

MONTHLY TOTAL: 5

March

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
OLD TOWN RDA	2
VVEDA RDA	10

MONTHLY TOTAL: 16

BEAR VALLEY RD

AMOUNT

3

RANCHO PHYSICAL THERAPY
17270 BEAR VALLEY RD #105

CANDY BOUQUET
16970 BEAR VALLEY RD #E

DAS PROPERTIES, INC.
12241 INDUSTRIAL BLVD #206

EXEMPT

1

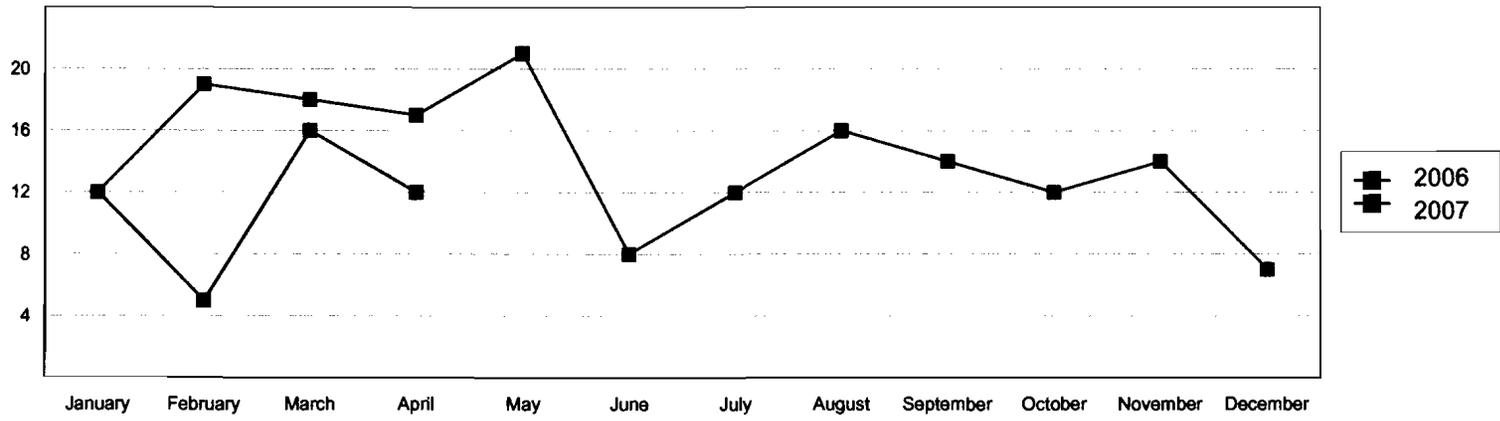
WETZEL'S PRETZELS
14400 BEAR VALLEY RD #657

VVEDA RDA

8

WAL-MART
13642 SPAD ST
WOMEN'S HEALTH & OUTPATIENT IMAGING CENTER
15203 ELEVENTH ST #G
MISSION MORTGAGE GROUPS
15490 CIVIC DR #103
FIRST FOUNDERS FINANCIAL
15490 CIVIC DR #201
GOLDEN CHOPSTIX
15683 ROY ROGERS DR #205
NORTHERN EMPIRE OFFICE SUITES, LLC
15450 WEST SAND ST #111
TEMPORARY OCCUPANCY, CITY OF VICTORVILLE
14343 CIVIC DR
DISCOVERY PROFESSIONALS, INC.
14359 AMARGOSA RD #P

MONTHLY TOTAL: 12



City of Victorville

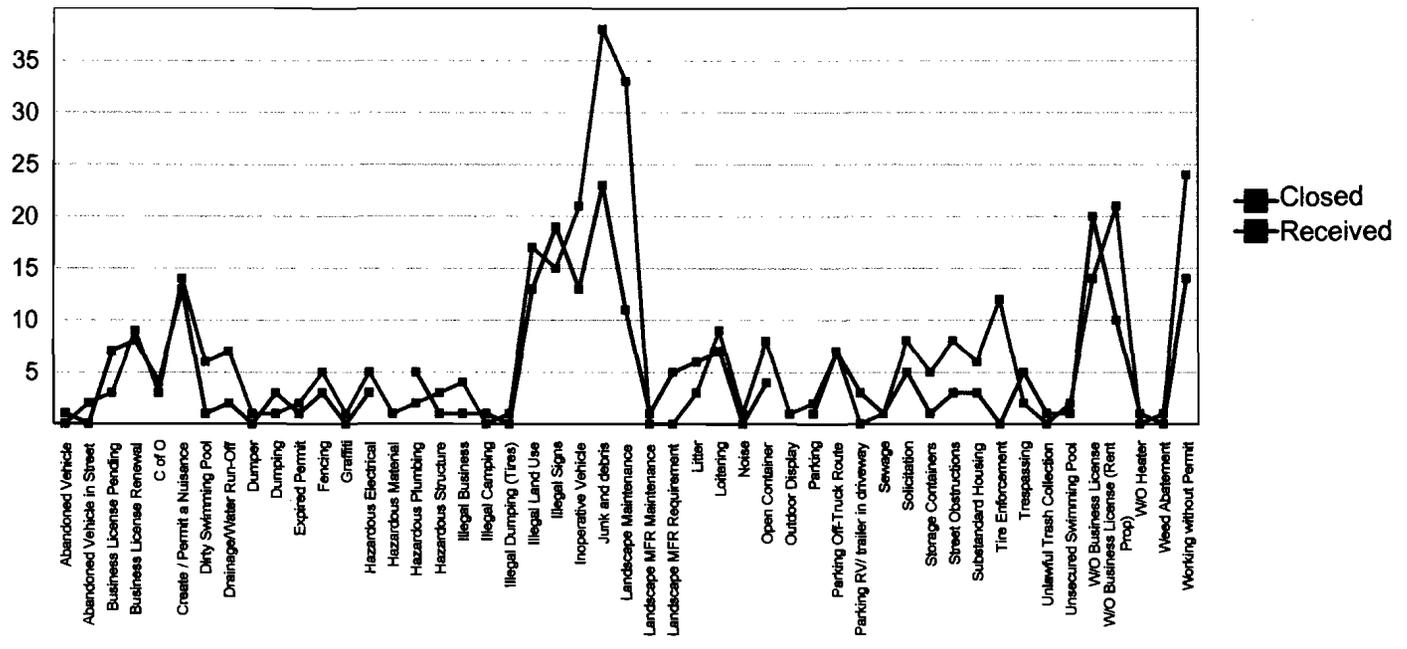
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle		1
Abandoned Vehicle in Street	2	0
Business License Pending	3	7
Business License Renewal	9	8
C of O	3	4
Create / Permit a Nuisance	14	13
Dirty Swimming Pool	6	1
Drainage/Water Run-Off	7	2
Dumper	1	0
Dumping	1	3
Expired Permit	2	1
Fencing	5	3
Graffiti	1	0
Hazardous Electrical	5	3
Hazardous Material	1	
Hazardous Plumbing	2	5
Hazardous Structure	3	1
Illegal Business	4	1
Illegal Camping		1
Illegal Dumping (Tires)	1	0
Illegal Land Use	17	13
Illegal Signs	15	19
Inoperative Vehicle	21	13
Junk and debris	38	23
Landscape Maintenance	33	11
Landscape MFR Maintenance		1
Landscape MFR Requirement		5
Litter	3	6
Loitering	9	7
Noise	1	0
Open Container	8	4
Outdoor Display	1	
Parking	2	1
Parking Off-Truck Route	7	7
Parking RV/ trailer in driveway		3
Sewage	1	1

Storage Containers	5	1
Street Obstructions	8	3
Substandard Housing	6	3
Tire Enforcement	12	0
Trespassing	2	5
Unlawful Trash Collection		1
Unsecured Swimming Pool	2	1
W/O Business License	14	20
W/O Business License (Rent Prop)	21	10
W/O Heater		1
Weed Abatement	1	0
Working without Permit	24	14



**DEVELOPMENT DEPARTMENT
2007 RESIDENTIAL BUILDING ACTIVITY
Based on Utility Releases**

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	106	106	1	2							107	108	315.36
FEBRUARY	166	166					9	18			175	184	537.28
MARCH	162	162							1	1	163	163	475.96
APRIL	148	148							1	1	149	149	435.08
MAY											0	0	0.00
JUNE											0	0	0.00
JULY											0	0	0.00
AUGUST											0	0	0.00
SEPTEMBER											0	0	0.00
OCTOBER											0	0	0.00
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO	1	1									1	1	2.92
ANNEX											0	0	0.00
TOTALS	581	581	1	2	0	0	9	18	2	2	593	603	1760.76

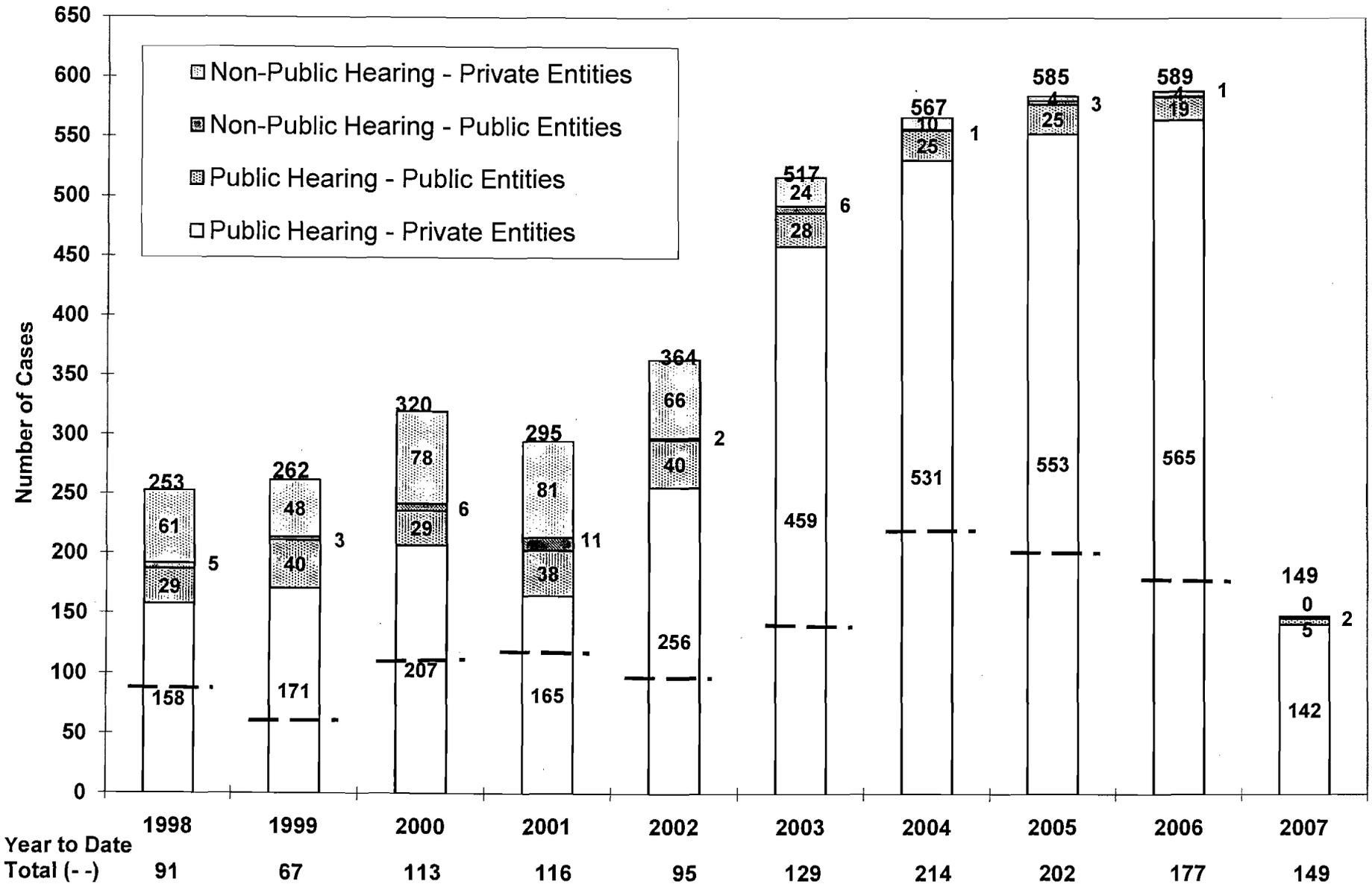
ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **1,761**

STARTING POPULATION **1-1-07** **98,542**
(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-06 CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **4-30-07** **100,303**

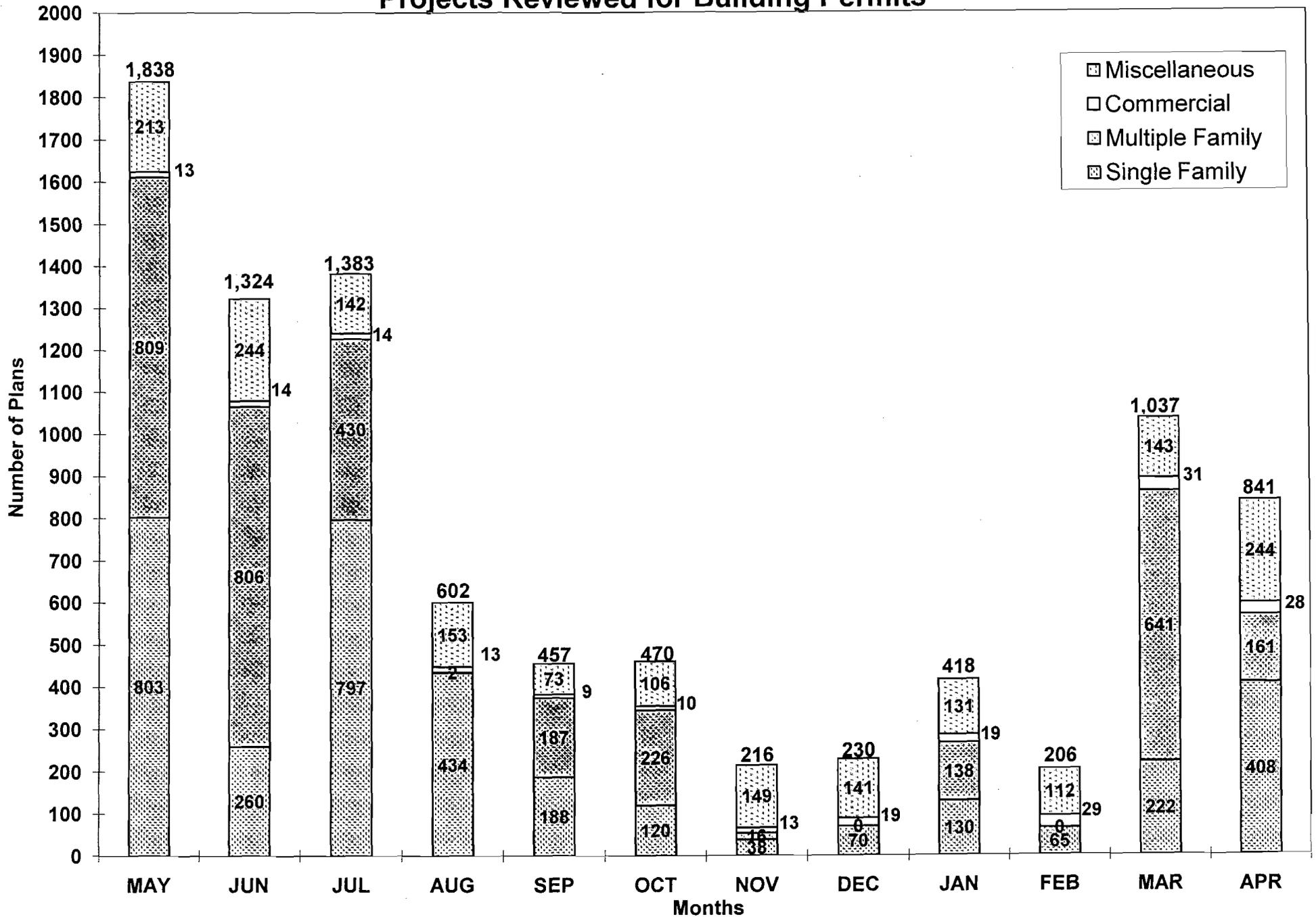
PLANNING COMMISSION CASES HEARD

January 1998 through the Commission's March 28, 2007, Meeting



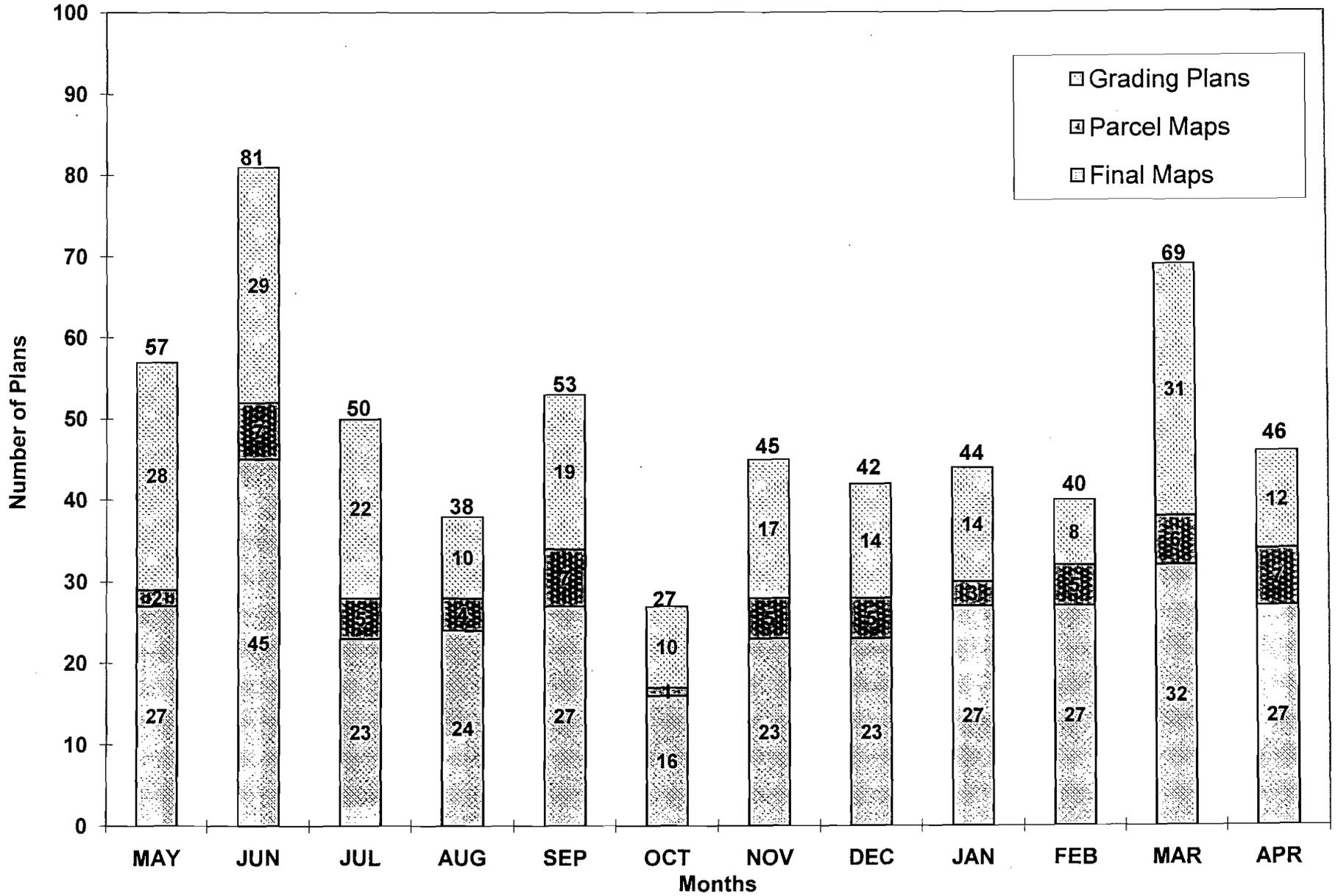
2006/2007 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits



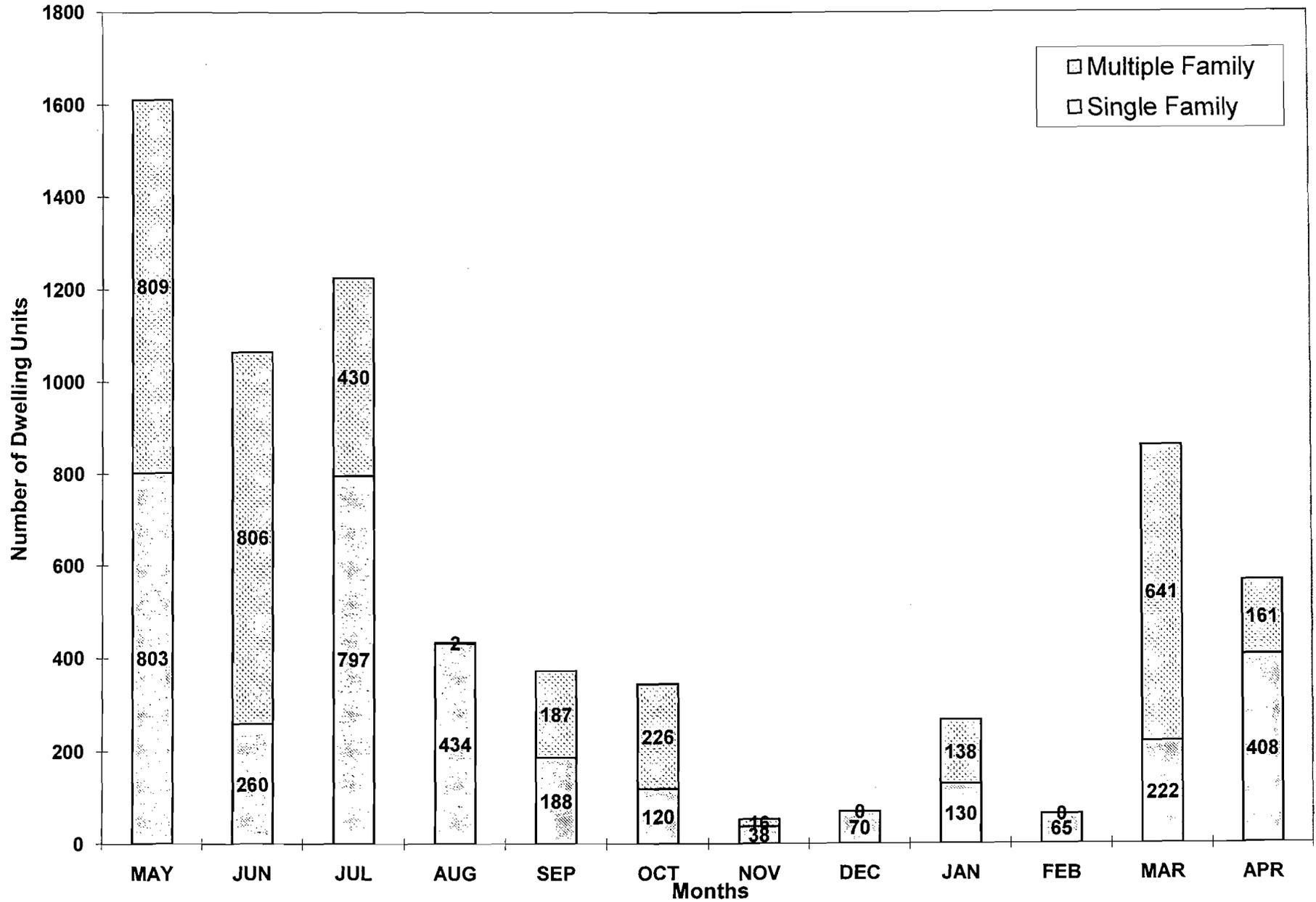
2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Grading Permits and Subdivisions

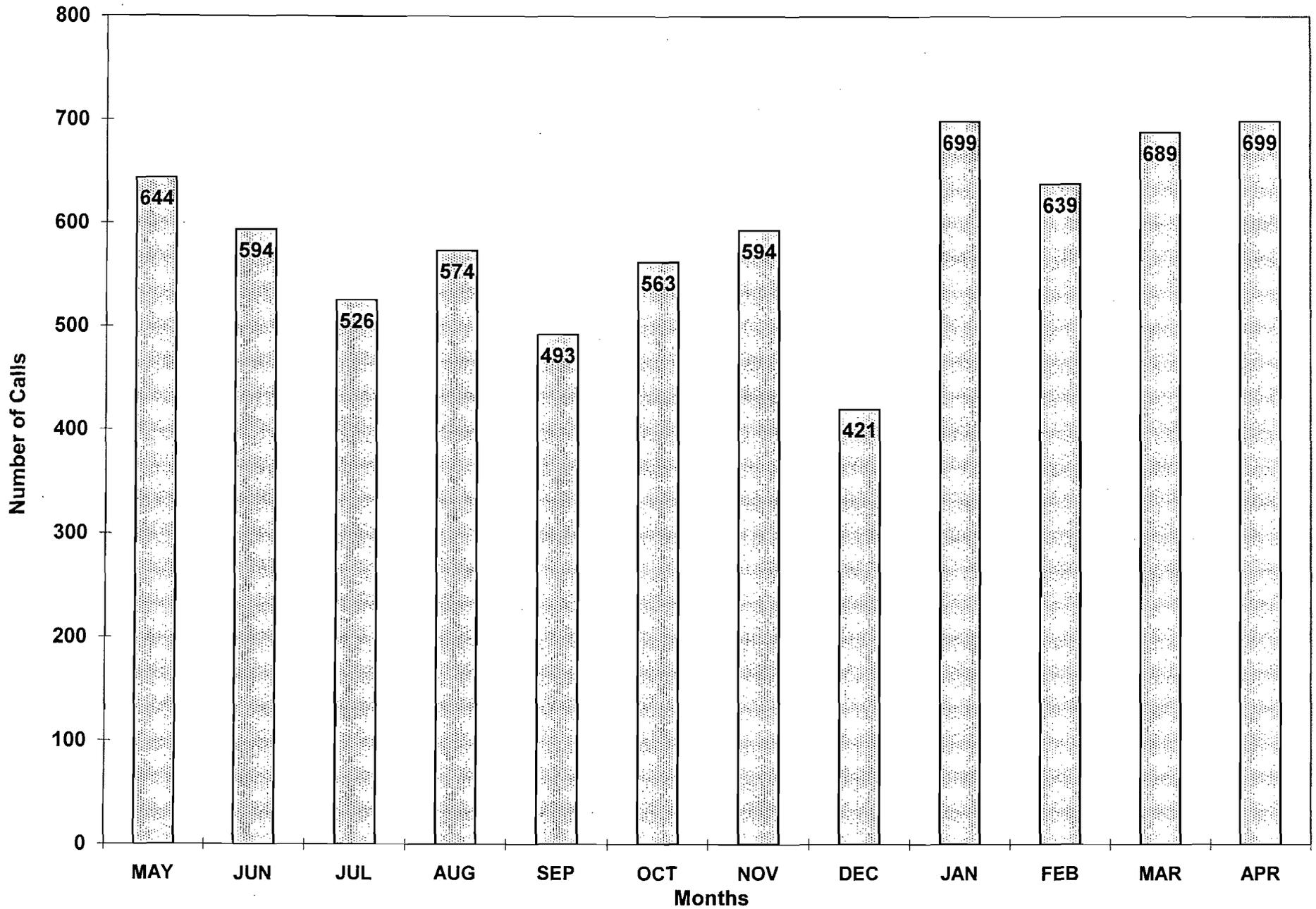


2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units



2006/2007 PLANNING DEPARTMENT ACTIVITY
Estimated Counter Calls



**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**May 2007
Monthly Report Summary**

Year-to-Date Report of New Construction Permits Issued

Year-to-Date Report of Miscellaneous Permits Issued

Certificate of Occpuancies Issued by RDA Area

Report of Code Enforcement Cases

City of Victorville

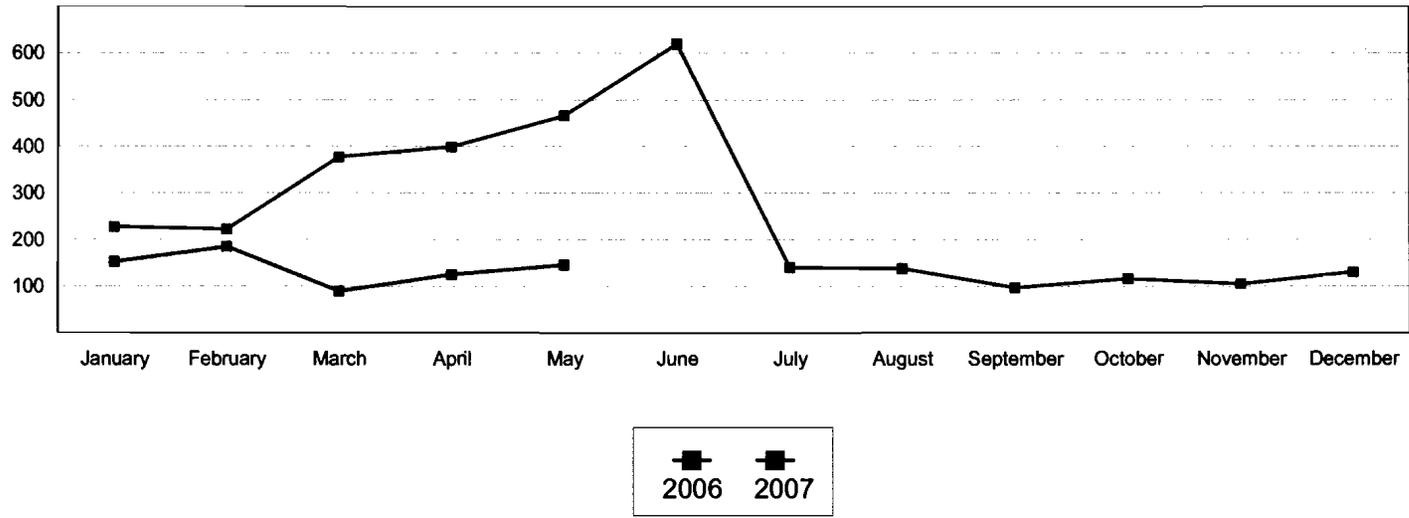
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January				
	Commercial	2	\$210,400	6,000
	Multi-Family Residences (Dwelling Units: 80)	20	\$6,108,880	73,660
	Single Family Residences	152	\$33,346,490	421,632
February				
	Commercial	1	\$903,924	17,935
	Mobile Homes	1	\$10,000	960
	Single Family Residences	185	\$40,180,682	513,146
March				
	Single Family Residences	89	\$17,740,867	223,265
April				
	Commercial	20	\$7,937,892	198,753
	Mobile Homes	4	\$45,000	4
	Single Family Residences	125	\$26,536,065	332,576
May				
	Commercial	4	\$250,477	53,551
	Mobile Homes	4	\$50,000	3,363
	Single Family Residences	146	\$31,313,293	392,185
	Year-to-Date Month Total:	753	\$164,633,970	

Single Family Residences



City of Victorville

Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

Miscellaneous	127	\$67,501.00
Sign	9	\$39,400.00
Swimming Pool	8	\$75,700.00
	<u>144</u>	

February

Miscellaneous	149	\$72,521.00
Sign	7	\$22,801.00
Swimming Pool	11	\$269,400.00
	<u>167</u>	

March

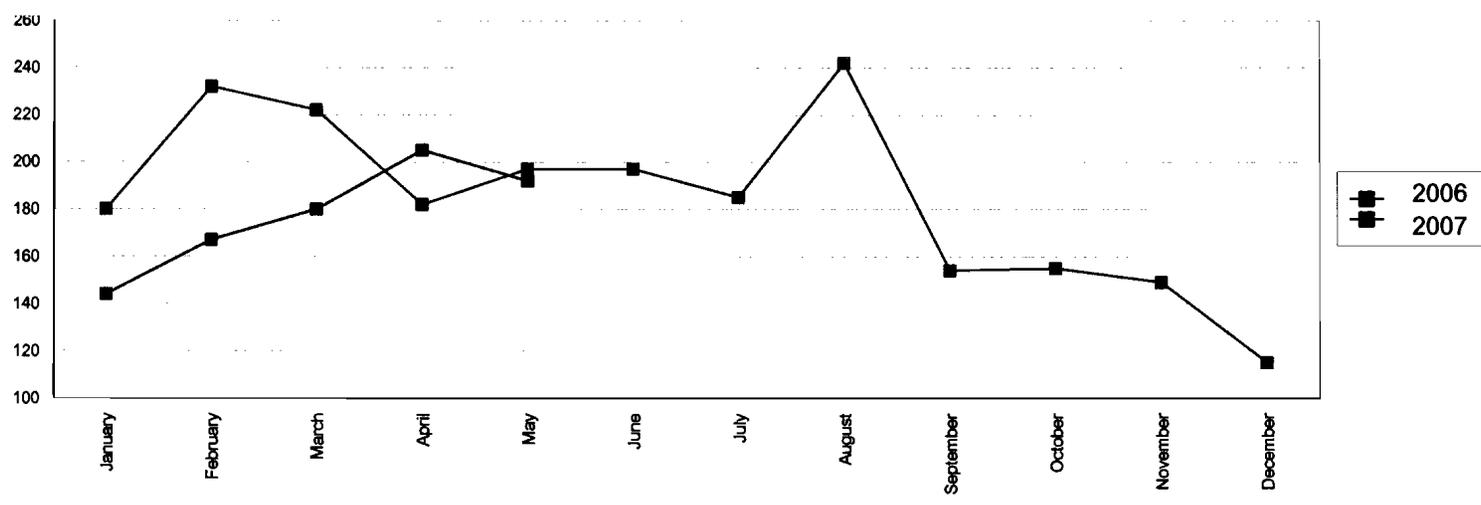
Miscellaneous	154	\$80,003.00
Sign	8	\$38,800.00
Swimming Pool	18	\$574,300.00
	<u>180</u>	

April

Miscellaneous	182	\$86,624.00
Sign	13	\$59,150.00
Swimming Pool	10	\$257,000.00
	<u>205</u>	

May

	11	
Miscellaneous	135	\$63,638.00
Sign	22	\$84,298.00
Swimming Pool	24	\$550,200.00
	<u>192</u>	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	1
OLD TOWN RDA	1
VVEDA RDA	6

MONTHLY TOTAL: 12

February

	<u>AMOUNT</u>
BEAR VALLEY RD	1
OLD TOWN RDA	2
VVEDA RDA	2

MONTHLY TOTAL: 5

March

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
OLD TOWN RDA	2
VVEDA RDA	10

MONTHLY TOTAL: 16

April

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
VVEDA RDA	8

MONTHLY TOTAL: 12

BEAR VALLEY RD

AMOUNT

4

IMAGE SUN TANNING CENTERS

12120 RIDGECREST RD #201

STUDIO M SALON INC

12120 RIDGECREST RD #206

HEARTLAND HOMES CORPORATION

12180 RIDGECREST RD #520

MOLLY MAID OF THE HIGH DESERT

12241 INDUSTRIAL BLVD #106

EXEMPT

3

LA COQUETTA

12353 MARIPOSA RD #F2

VITAMIN LIQUIDATOR

12353 MARIPOSA RD #C3

HIGH DESERT RV SALES

12841 MARIPOSA RD

VVEDA RDA

10

LAW OFFICES OF EARL CARTER & ASSOCIATES

14420 CIVIC DR #8

FOUR-D COLLEGE

14944 CULLEY CT

99 CENT STORE

15491 SEVENTH ST

GLOBAL SELF STORAGE

14598 PALMDALE RD

CONNIE MCDONALD, MA MFT

14270 SEVENTH ST #3

TOM PRITCHARD INSURANCE DBA FARMERS DISTR

15450 WEST SAND ST #102

WIGS AND ACCESSORIES

14361 SEVENTH ST

POSTAL + GIFT SHOP

14592 PALMDALE RD #D6

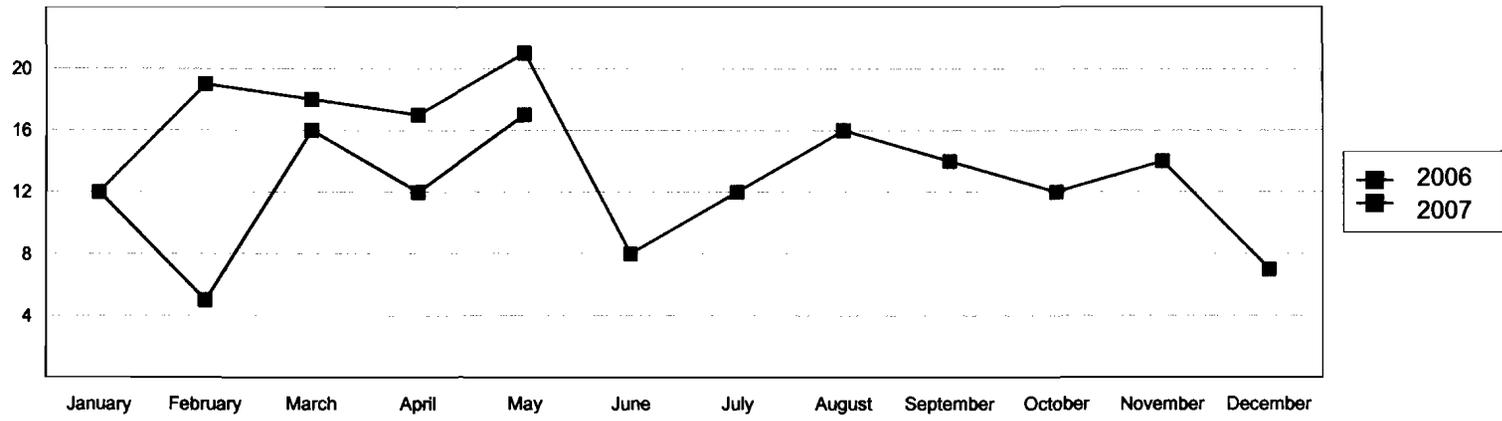
LLAMAS FRAME & BODY

15247 ANACAPA RD #B

LLAMAS FRAME & BODY

15247 ANACAPA RD

MONTHLY TOTAL: 17



City of Victorville

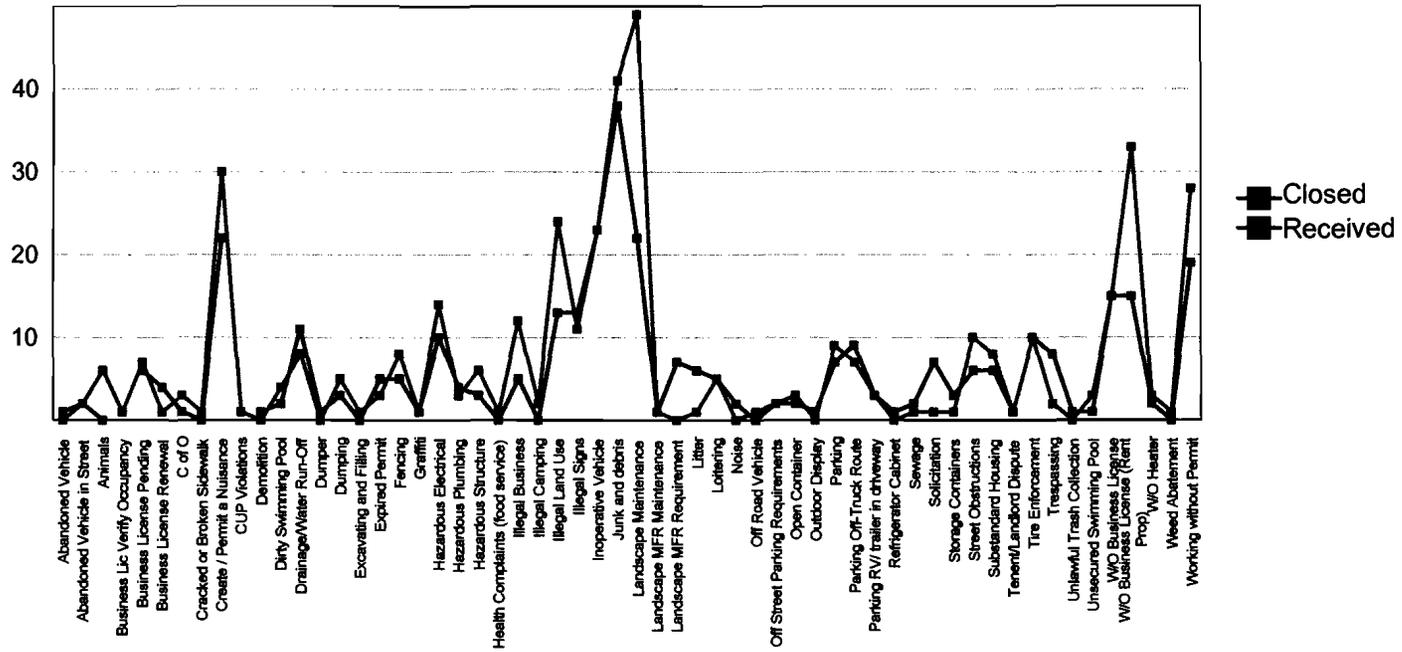
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle		1
Abandoned Vehicle in Street	2	2
Animals	6	0
Business Lic Verify Occupancy	1	
Business License Pending	7	6
Business License Renewal	1	4
C of O	3	1
Cracked or Broken Sidewalk	1	0
Create / Permit a Nuisance	30	22
CUP Violations	1	
Demolition		1
Dirty Swimming Pool	4	2
Drainage/Water Run-Off	8	11
Dumper		1
Dumping	5	3
Excavating and Filling	1	0
Expired Permit	3	5
Fencing	8	5
Graffiti	1	1
Hazardous Electrical	14	10
Hazardous Plumbing	3	4
Hazardous Structure	6	3
Health Complaints (food service)	1	0
Illegal Business	12	5
Illegal Camping	2	0
Illegal Land Use	24	13
Illegal Signs	11	13
Inoperative Vehicle	23	23
Junk and debris	41	38
Landscape Maintenance	49	22
Landscape MFR Maintenance	1	1
Landscape MFR Requirement		7
Litter	1	6
Loitering	5	5
Noise		2
Off Road Vehicle	1	0

Open Container	3	2
Outdoor Display		1
Parking	9	7
Parking Off-Truck Route	7	9
Parking RV/ trailer in driveway	3	3
Refrigerator Cabinet		1
Sewage	1	2
Solicitation	1	7
Storage Containers	1	3
Street Obstructions	10	6
Substandard Housing	8	6
Tenant/Landlord Dispute	1	1
Tire Enforcement	10	10
Trespassing	2	8
Unlawful Trash Collection		1
Unsecured Swimming Pool	3	1
W/O Business License	15	15
W/O Business License (Rent Prop)	33	15
W/O Heater	3	2
Weed Abatement	1	0
Working without Permit	28	19



**DEVELOPMENT DEPARTMENT
2007 RESIDENTIAL BUILDING ACTIVITY
Based on Utility Releases**

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	106	106	1	2							107	108	315.36
FEBRUARY	166	166					9	18			175	184	537.28
MARCH	162	162							1	1	163	163	475.96
APRIL	148	148							1	1	149	149	435.08
MAY	135	135	52	104					1	1	188	240	700.80
JUNE											0	0	0.00
JULY											0	0	0.00
AUGUST											0	0	0.00
SEPTEMBER											0	0	0.00
OCTOBER											0	0	0.00
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO	1	1									1	1	2.92
ANNEX											0	0	0.00
TOTALS	716	716	53	106	0	0	9	18	3	3	781	843	2461.56

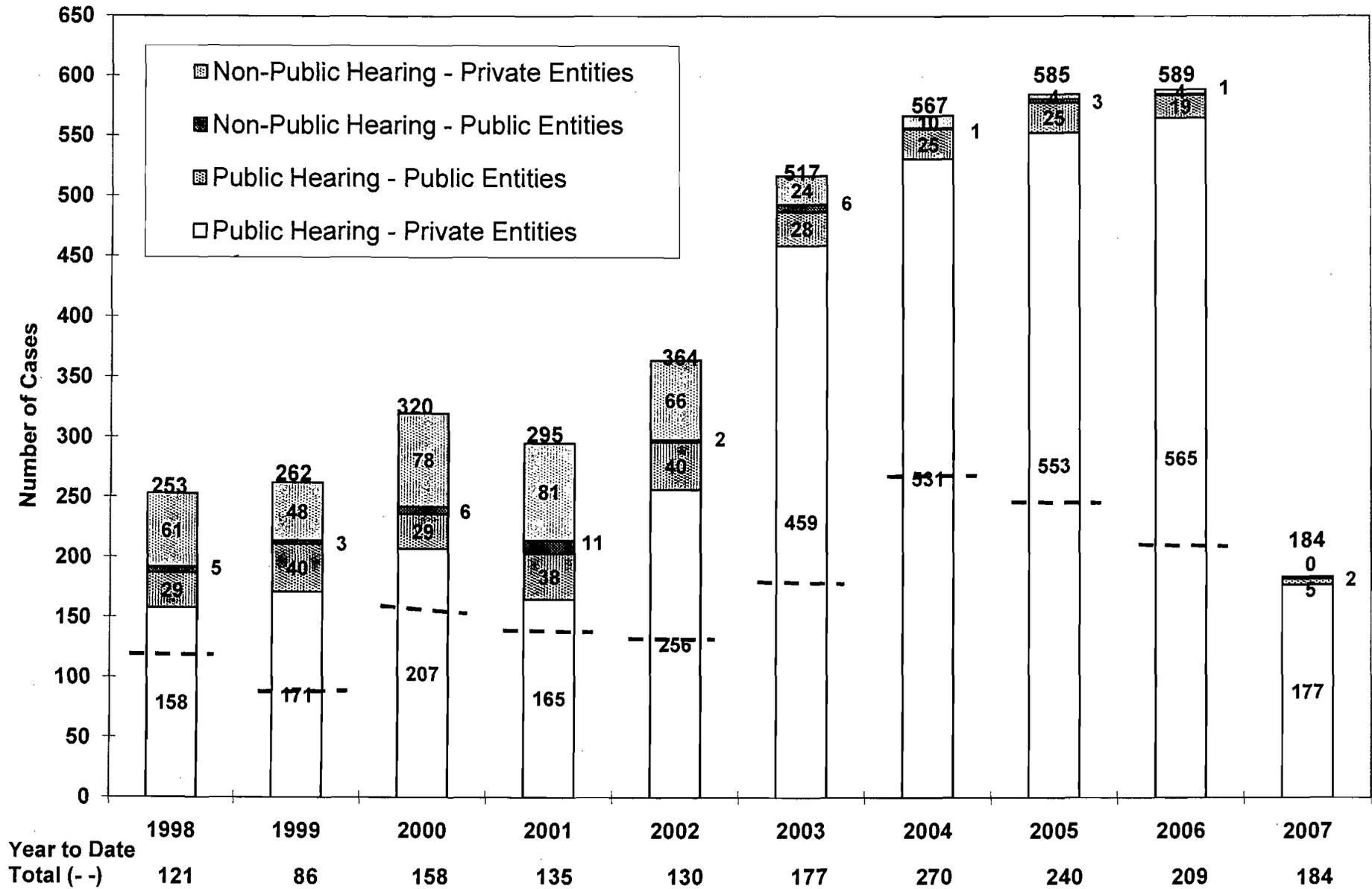
ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **2,462**

STARTING POPULATION **1-1-07** **97,867**
(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-07 C.D.O.F. CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **5-31-07** **100,329**

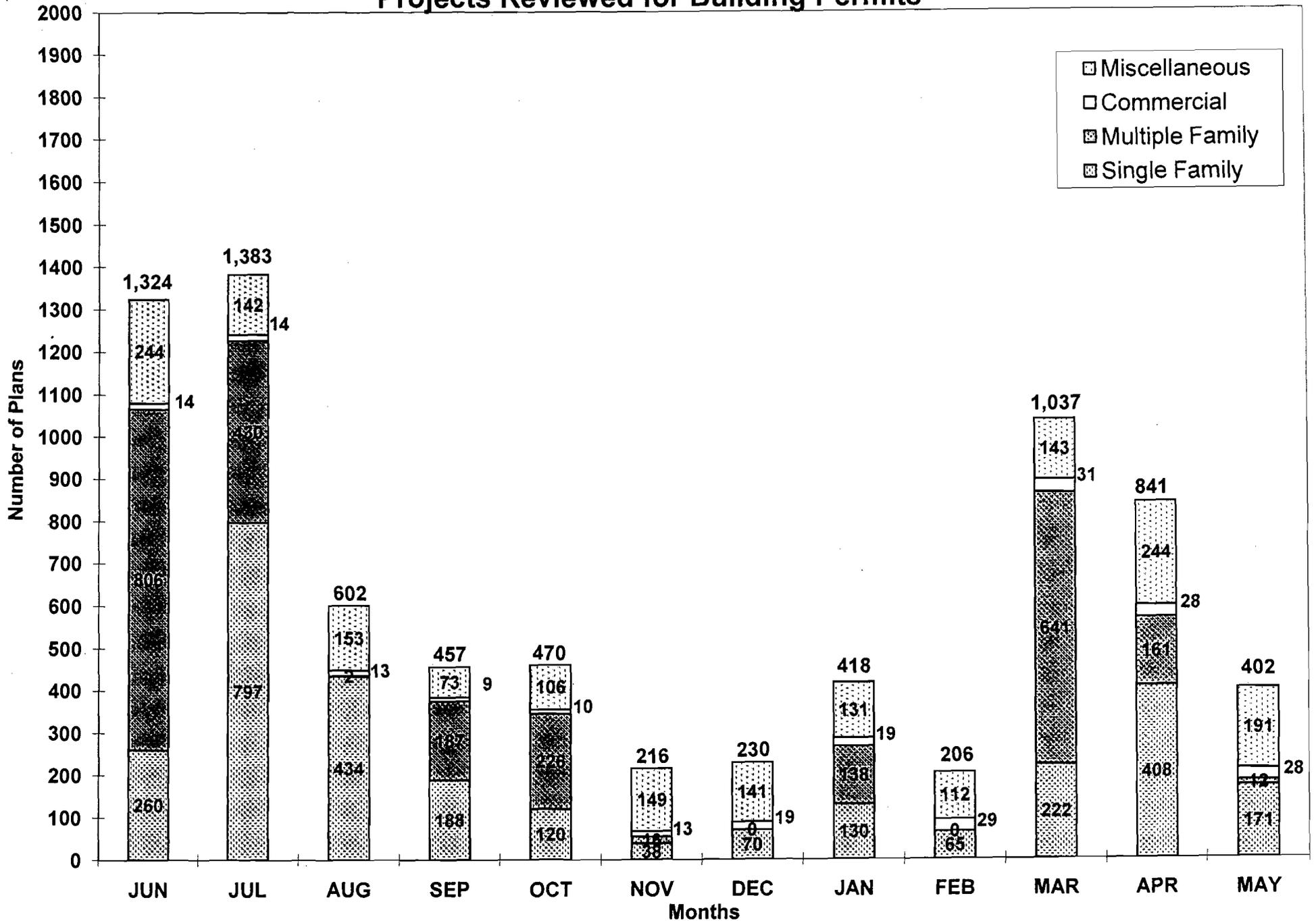
PLANNING COMMISSION CASES HEARD

January 1998 through the Commission's April 25, 2007, Meeting



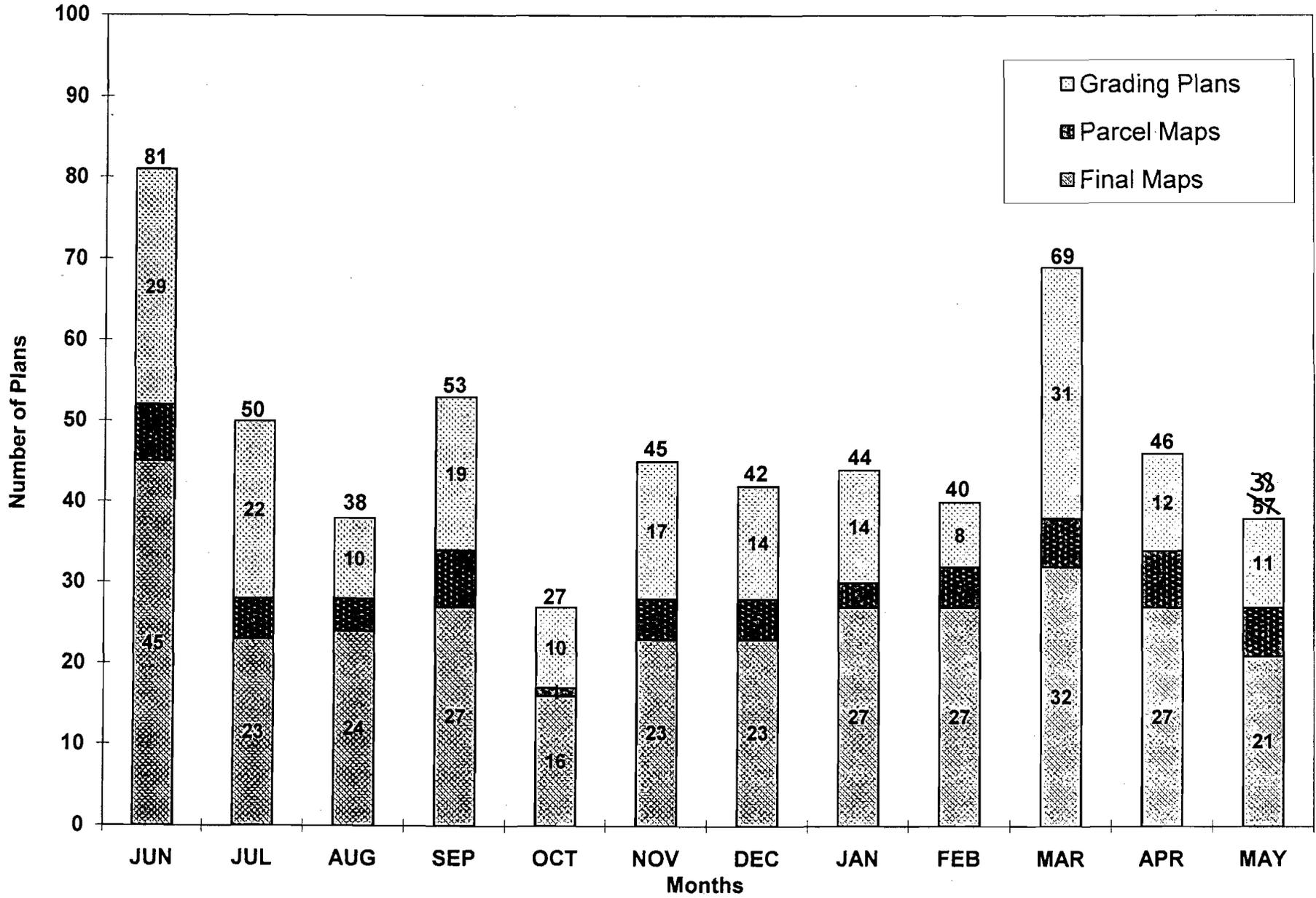
2006/2007 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits



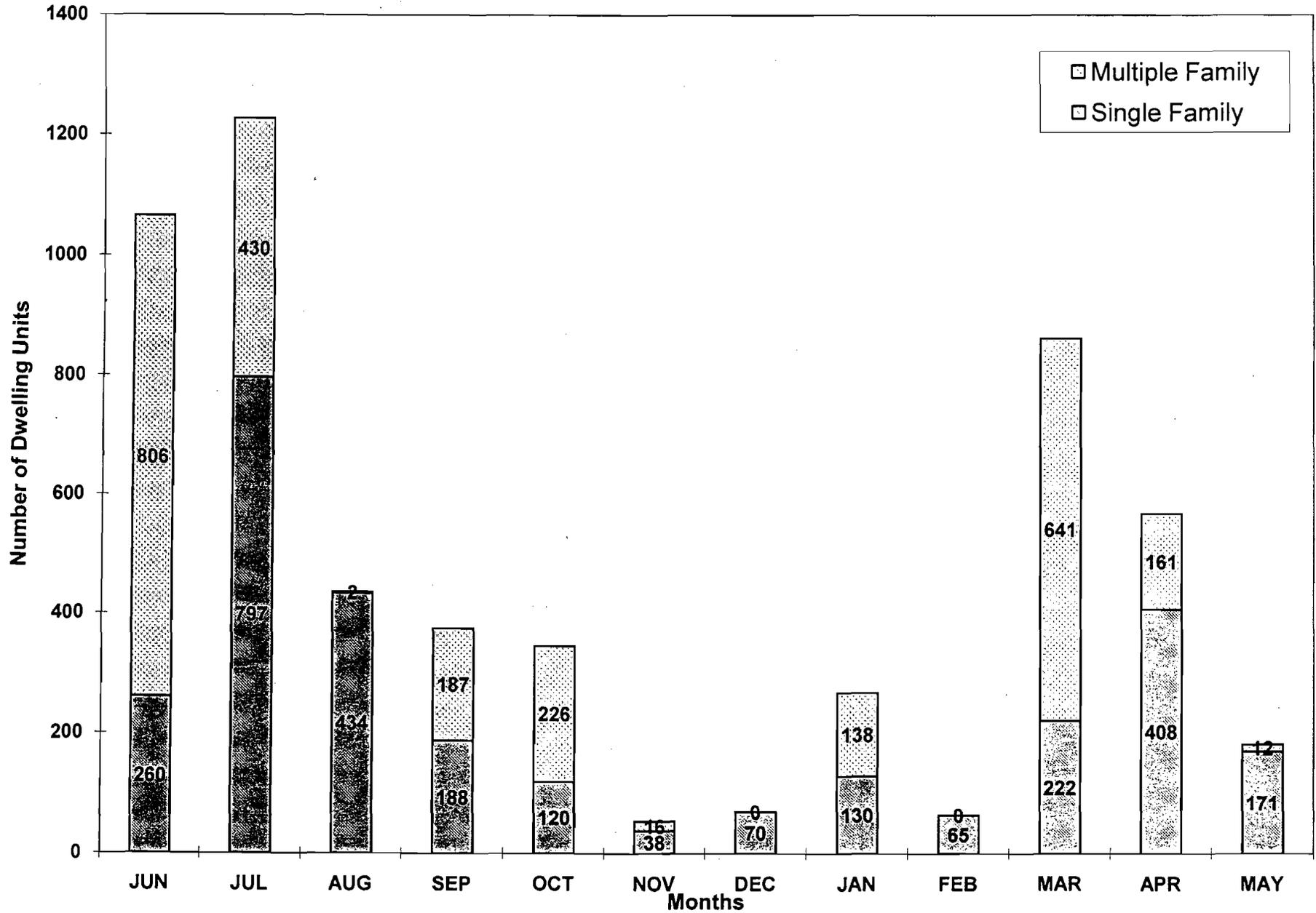
2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Grading Permits and Subdivisions

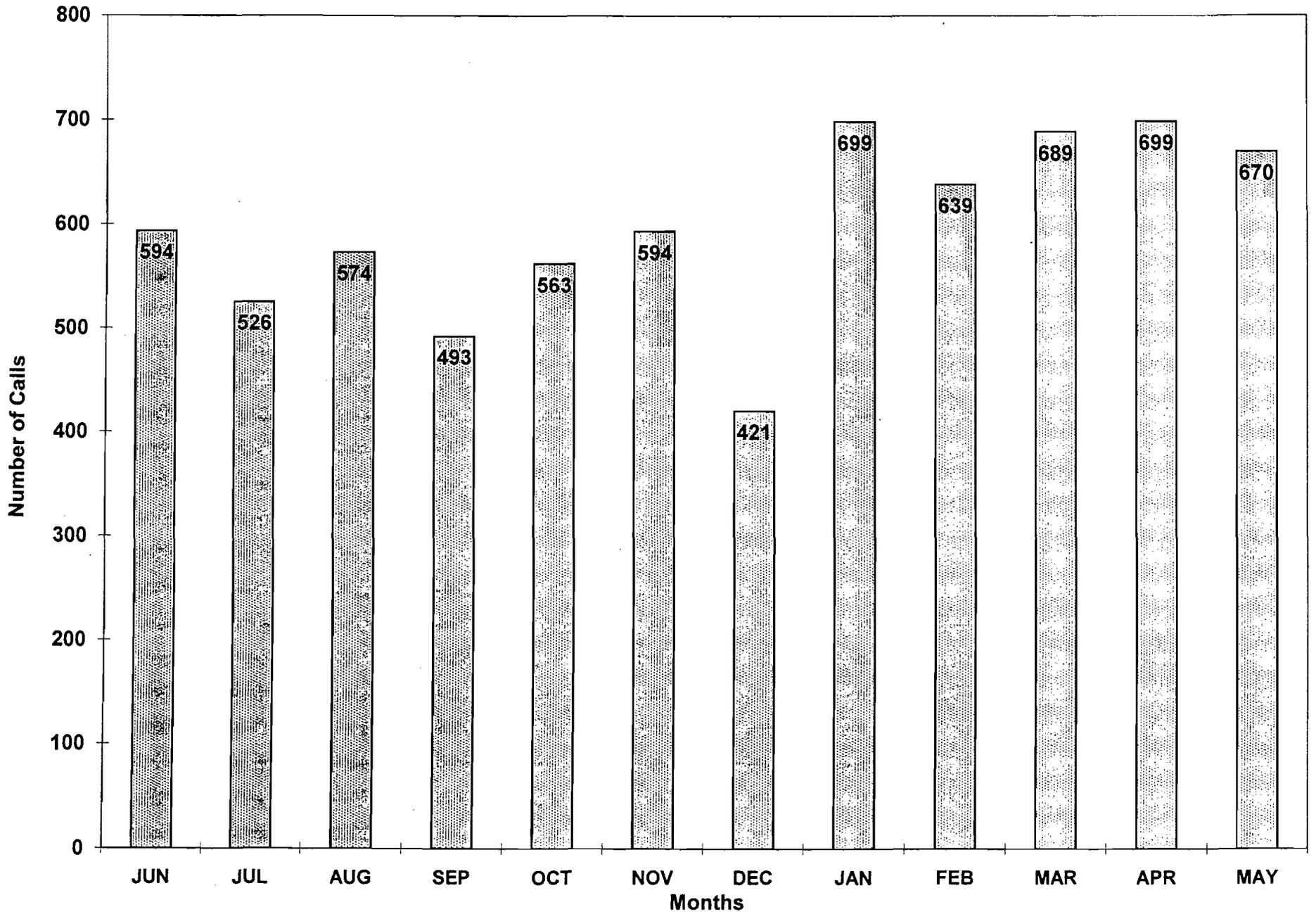


2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units



2006/2007 PLANNING DEPARTMENT ACTIVITY
Estimated Counter Calls



**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**June 2007
Monthly Report Summary**

Year-to-Date Report of New Construction Permits Issued

Year-to-Date Report of Miscellaneous Permits Issued

Certificate of Occpuancies Issued by RDA Area

Report of Code Enforcement Cases

City of Victorville

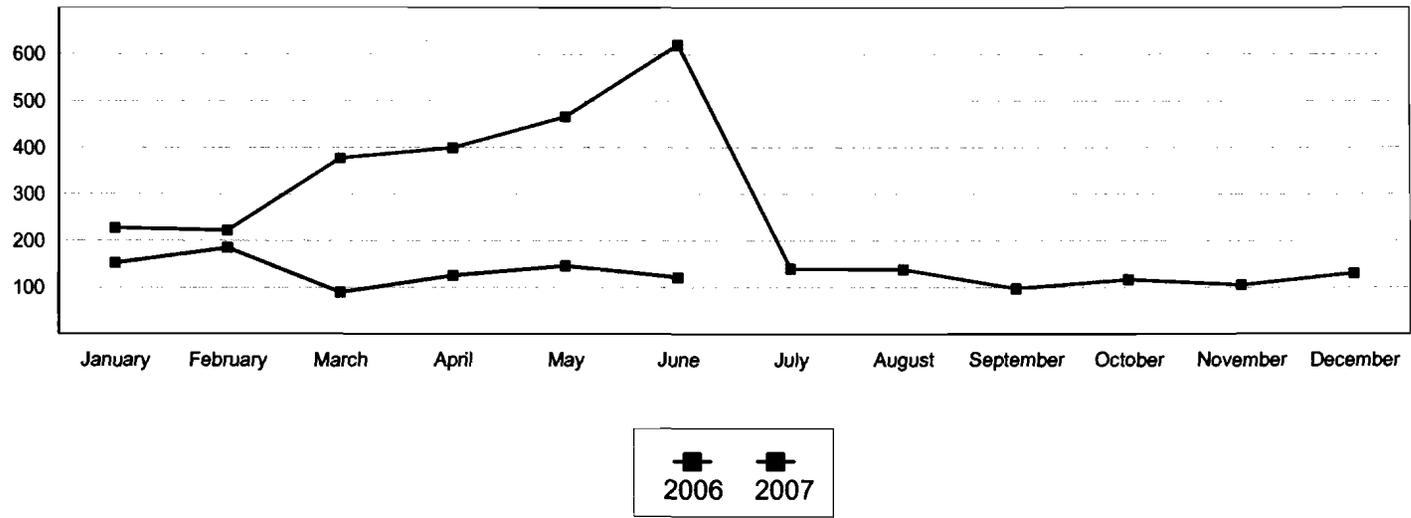
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January				
	Commercial	2	\$210,400	6,000
	Multi-Family Residences (Dwelling Units: 80)	20	\$6,108,880	73,660
	Single Family Residences	152	\$33,346,490	421,632
February				
	Commercial	1	\$903,924	17,935
	Mobile Homes	1	\$10,000	960
	Single Family Residences	185	\$40,180,682	513,146
March				
	Single Family Residences	89	\$17,740,867	223,265
April				
	Commercial	20	\$7,937,892	198,753
	Mobile Homes	4	\$45,000	4
	Single Family Residences	125	\$26,536,065	332,576
May				
	Commercial	4	\$250,477	53,551
	Mobile Homes	4	\$50,000	3,363
	Single Family Residences	146	\$31,313,293	392,185
June				
	Mobile Homes	2	\$20,000	2
	Single Family Residences	121	\$25,815,662	322,385
	Year-to-Date Month Total:	876	\$190,469,632	

Single Family Residences



City of Victorville

Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

Miscellaneous	127	\$67,501.00
Sign	9	\$39,400.00
Swimming Pool	8	\$75,700.00
	<u>144</u>	

February

Miscellaneous	149	\$72,521.00
Sign	7	\$22,801.00
Swimming Pool	11	\$269,400.00
	<u>167</u>	

March

Miscellaneous	154	\$80,003.00
Sign	8	\$38,800.00
Swimming Pool	18	\$574,300.00
	<u>180</u>	

April

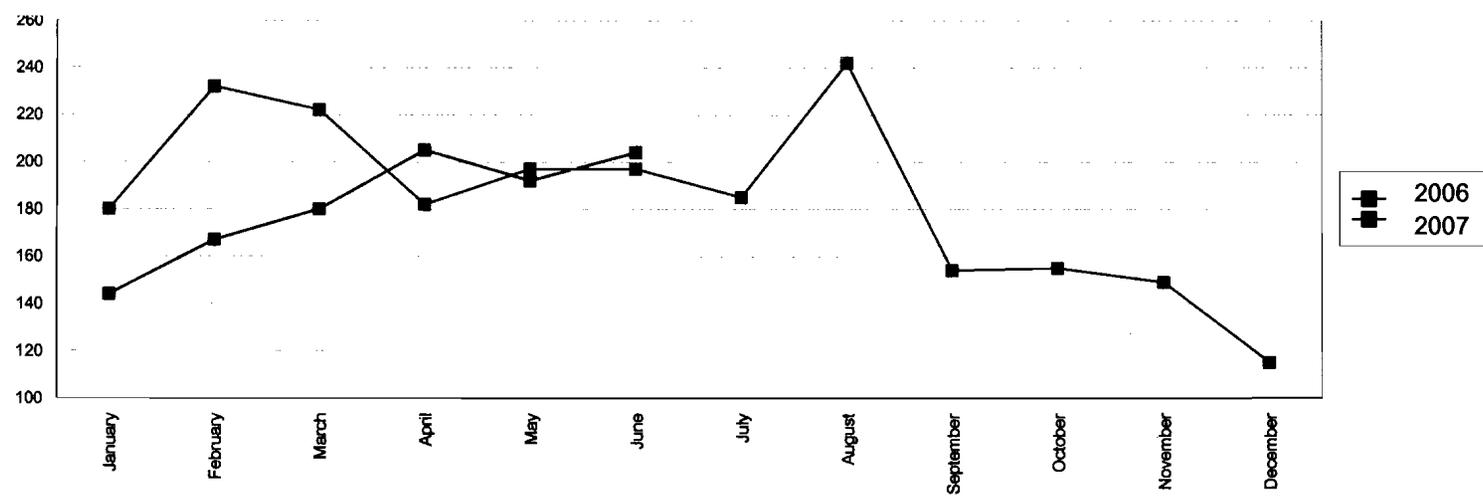
Miscellaneous	182	\$86,624.00
Sign	13	\$59,150.00
Swimming Pool	10	\$257,000.00
	<u>205</u>	

May

	11	
Miscellaneous	135	\$63,638.00
Sign	22	\$84,298.00
Swimming Pool	24	\$550,200.00
	<u>192</u>	

June

	10	
Miscellaneous	158	\$77,004.00
Sign	14	\$969,950.00
Swimming Pool	22	\$416,000.00
	<u>204</u>	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	1
OLD TOWN RDA	1
VVEDA RDA	6

MONTHLY TOTAL: 12

February

	<u>AMOUNT</u>
BEAR VALLEY RD	1
OLD TOWN RDA	2
VVEDA RDA	2

MONTHLY TOTAL: 5

March

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
OLD TOWN RDA	2
VVEDA RDA	10

MONTHLY TOTAL: 16

April

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
VVEDA RDA	8

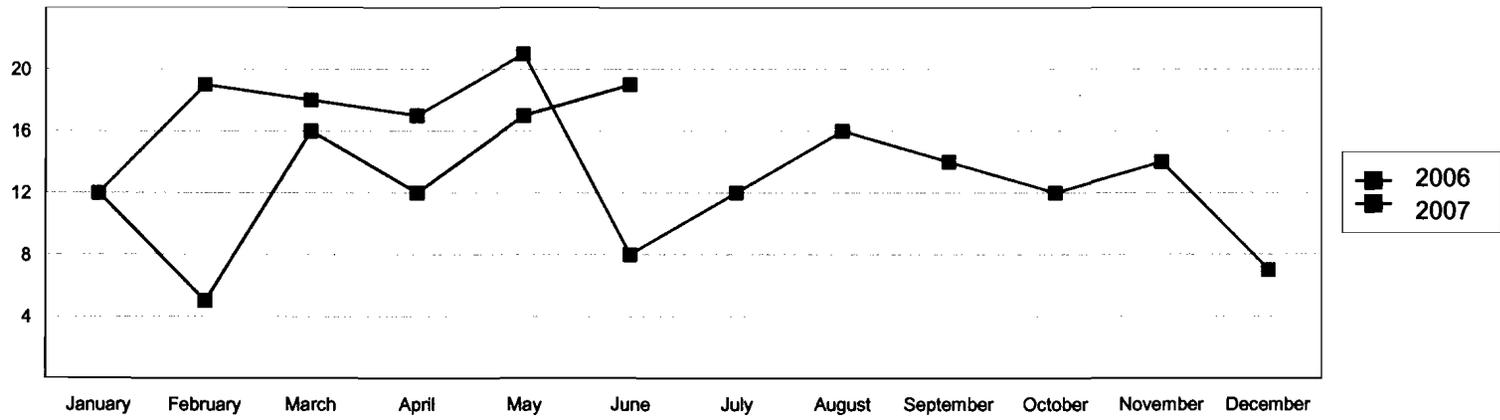
MONTHLY TOTAL: 12

May

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	3
VVEDA RDA	10

MONTHLY TOTAL: 17

	<u>AMOUNT</u>
	1
HOTEL EXTENDED STUDIO, LLC 14786 MONARCH BLVD	
BEAR VALLEY RD	2
ALBERTO'S MEXICAN FOOD 12120 RIDGECREST RD #101	
ODYSSEY HEALTHCARE OF RIVERSIDE 17290 JASMINE ST #104	
EXEMPT	7
TIFFANY'S HAIR STUDIO 14845 MONARCH BLVD #R	
COSITAS Y MAS 12353 MARIPOSA RD #F3	
EXOTIC PETS CENTER 15024 BEAR VALLEY RD #A	
BELLAS FURNITURE 12555 MARIPOSA RD #F	
CJ'S PET STOP 14845 MONARCH BLVD #D	
SIGNATURE BARBER SHOP 12555 MARIPOSA RD #E	
MONARCH FUN ZONE 14845 MONARCH BLVD #N	
OLD TOWN RDA	1
THE DWELLING PLACE CHRISTIAN BOOKSTORE 15165 SEVENTH ST #A	
VVEDA RDA	8
INTERIOR SPECIALISTS INC. 15375 ANACAPA RD	
DESERT FLOORING 13905 AMARGOSA RD #1	
SAGEBRUSH REALTY, INC. 14359 AMARGOSA RD #T	
WESTERN WEAR #7 14363 SEVENTH ST	
SIGNS BY GUCHA 16137 GREEN TREE BLVD #10	
ALL STAR BUFFET 14403 SEVENTH ST	
INLAND VALLEY HOSPICE CARE 15366 ELEVENTH ST #N	
99 CENTS PLUS 14592 PALMDALE RD #1	



City of Victorville

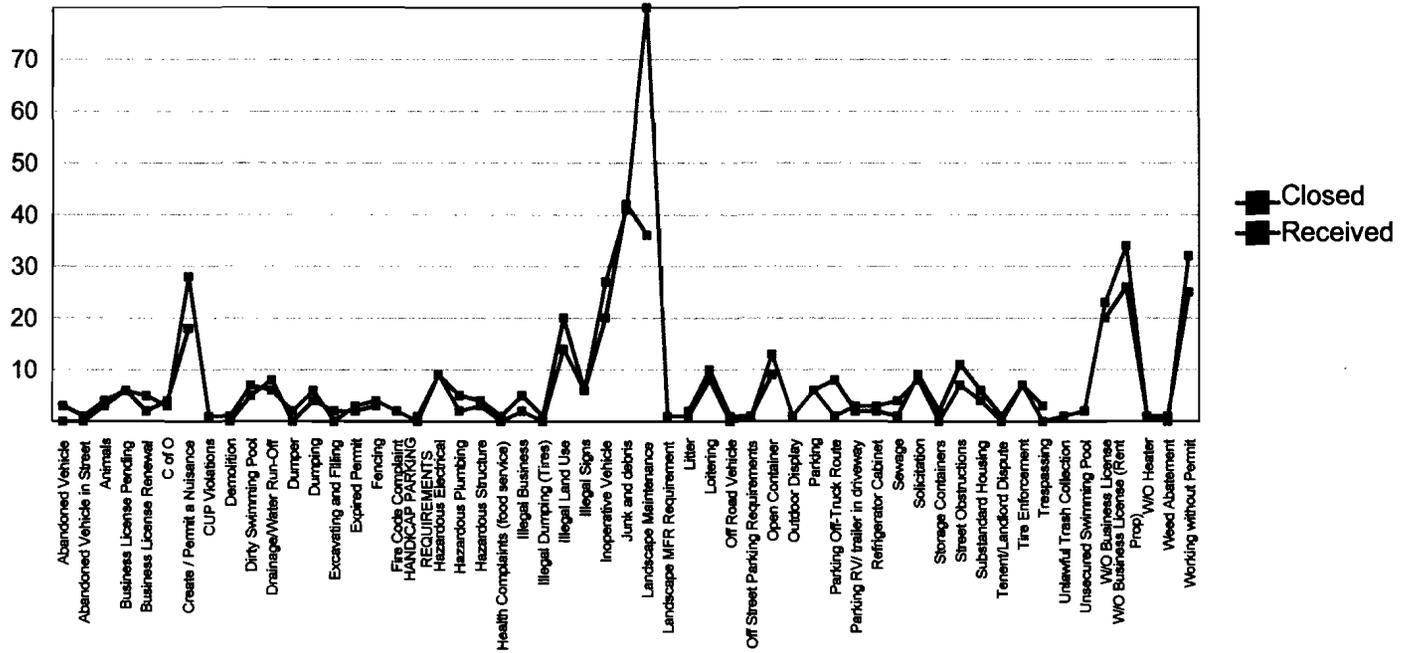
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle		3
Abandoned Vehicle in Street		1
Animals	3	4
Business License Pending	6	6
Business License Renewal	5	2
C of O	3	4
Create / Permit a Nuisance	28	18
CUP Violations	1	
Demolition	1	0
Dirty Swimming Pool	7	5
Drainage/Water Run-Off	6	8
Dumper	2	0
Dumping	6	4
Excavating and Filling		2
Expired Permit	3	2
Fencing	4	3
Fire Code Complaint	2	
HANDICAP PARKING		1
Hazardous Electrical	9	9
Hazardous Plumbing	2	5
Hazardous Structure	3	4
Health Complaints (food service)		1
Illegal Business	2	5
Illegal Dumping (Tires)		1
Illegal Land Use	14	20
Illegal Signs	6	6
Inoperative Vehicle	27	20
Junk and debris	41	42
Landscape Maintenance	80	36
Landscape MFR Requirement	1	
Litter	1	2
Loitering	8	10
Off Road Vehicle		1
Off Street Parking Requirements	1	1
Open Container	13	9
Outdoor Display	1	

Parking Off-Truck Route	1	8
Parking RV/ trailer in driveway	3	2
Refrigerator Cabinet	3	2
Sewage	4	1
Solicitation	8	9
Storage Containers		2
Street Obstructions	7	11
Substandard Housing	4	6
Tenant/Landlord Dispute		1
Tire Enforcement	7	7
Trespassing		3
Unlawful Trash Collection	1	
Unsecured Swimming Pool	2	
W/O Business License	23	20
W/O Business License (Rent Prop)	34	26
W/O Heater	1	1
Weed Abatement		1
Working without Permit	32	25



**DEVELOPMENT DEPARTMENT
2007 RESIDENTIAL BUILDING ACTIVITY
Based on Utility Releases**

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	106	106	1	2							107	108	315.36
FEBRUARY	166	166					9	18			175	184	537.28
MARCH	162	162							1	1	163	163	475.96
APRIL	148	148							1	1	149	149	435.08
MAY	135	135	52	104			4	16	1	1	192	256	747.52
JUNE	139	139							3	3	142	142	414.64
JULY											0	0	0.00
AUGUST											0	0	0.00
SEPTEMBER											0	0	0.00
OCTOBER											0	0	0.00
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO	1	1									1	1	2.92
ANNEX											0	0	0.00
TOTALS	855	855	53	106	0	0	13	34	6	6	927	1001	2922.92

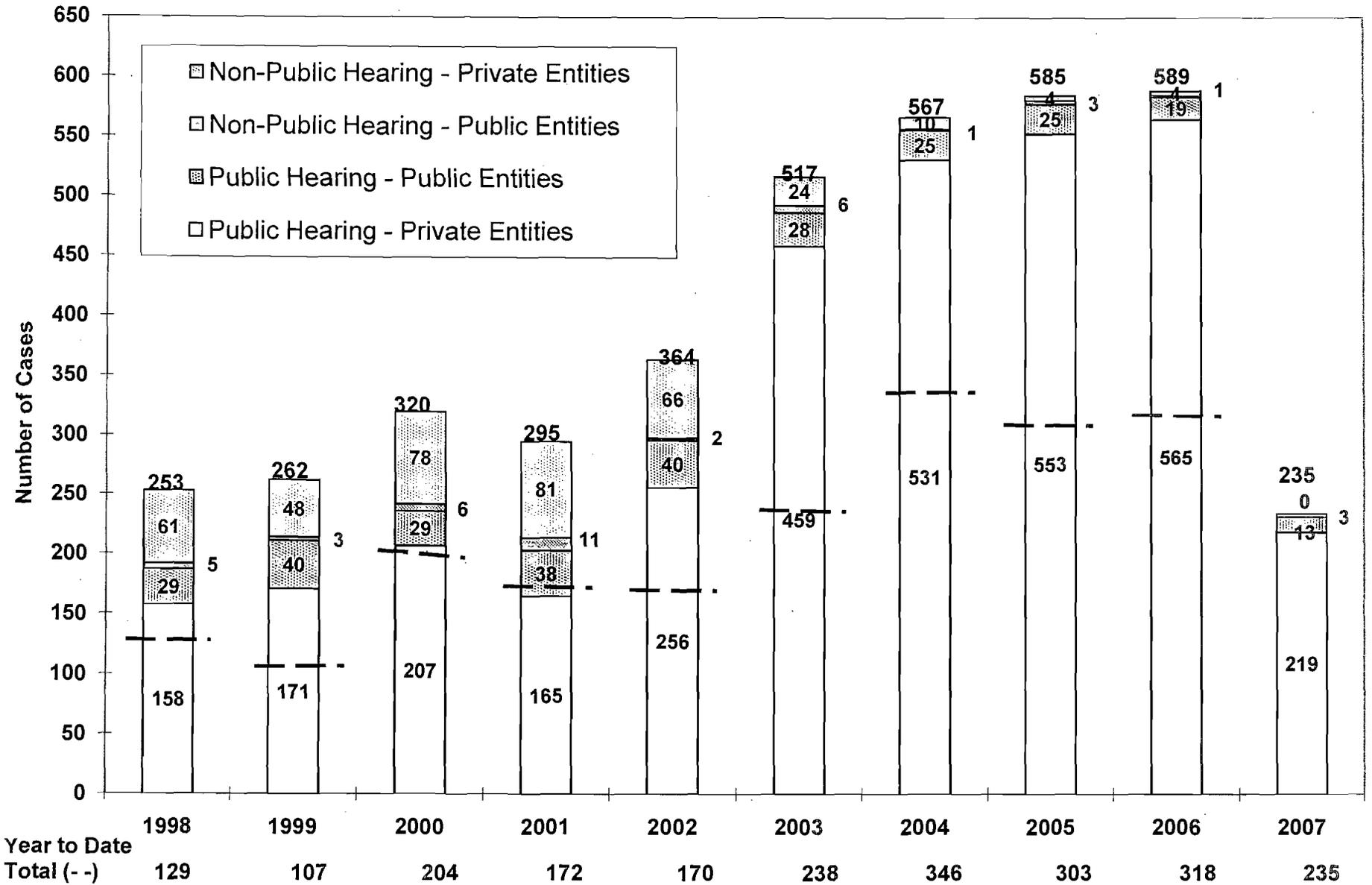
ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **2,923**

STARTING POPULATION **1-1-07** **97,867**
(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-07 C.D.O.F. CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **6-30-07** **100,790**

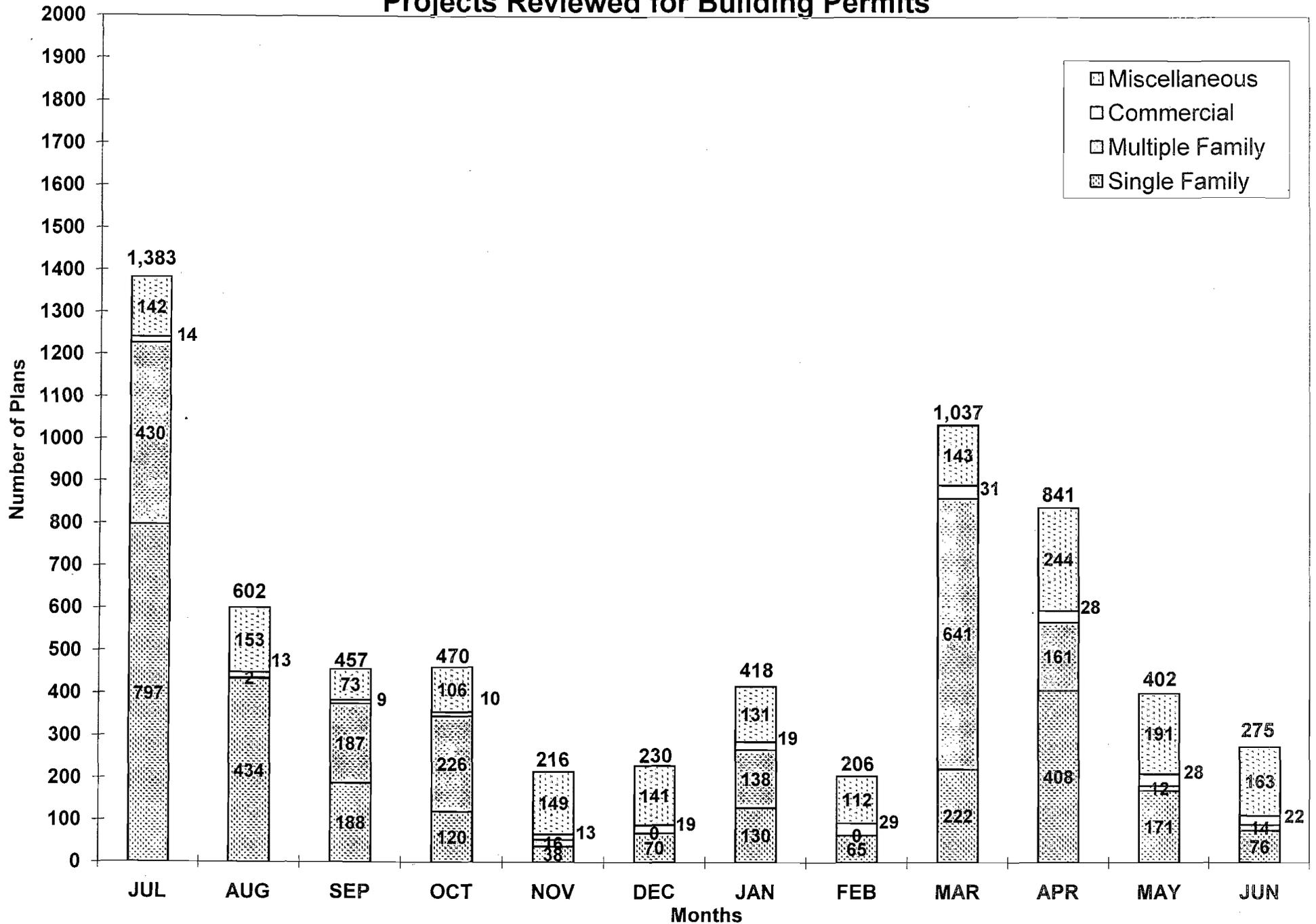
PLANNING COMMISSION CASES HEARD

January 1998 through the Commission's June 27, 2007, Meeting



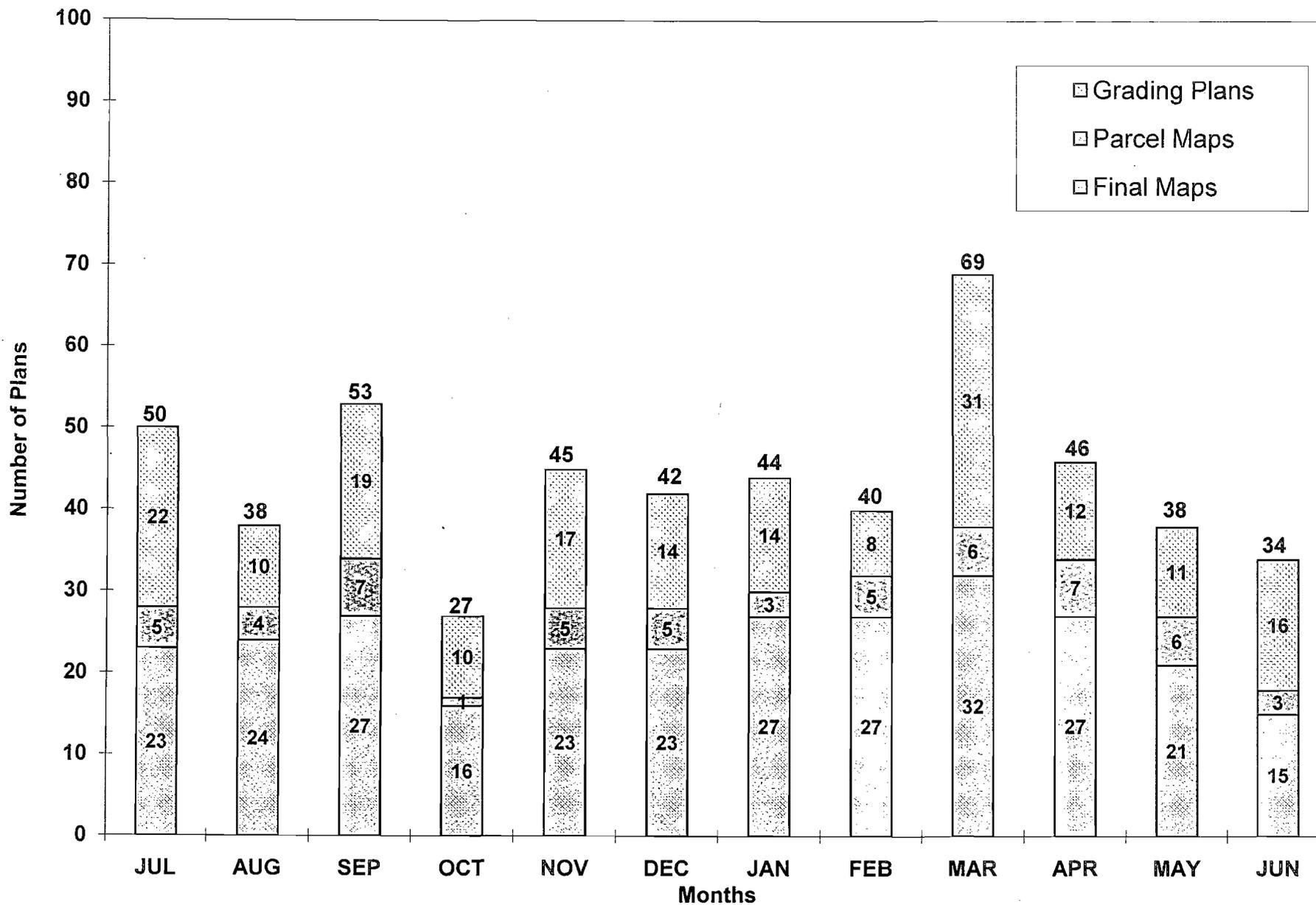
2006/2007 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits



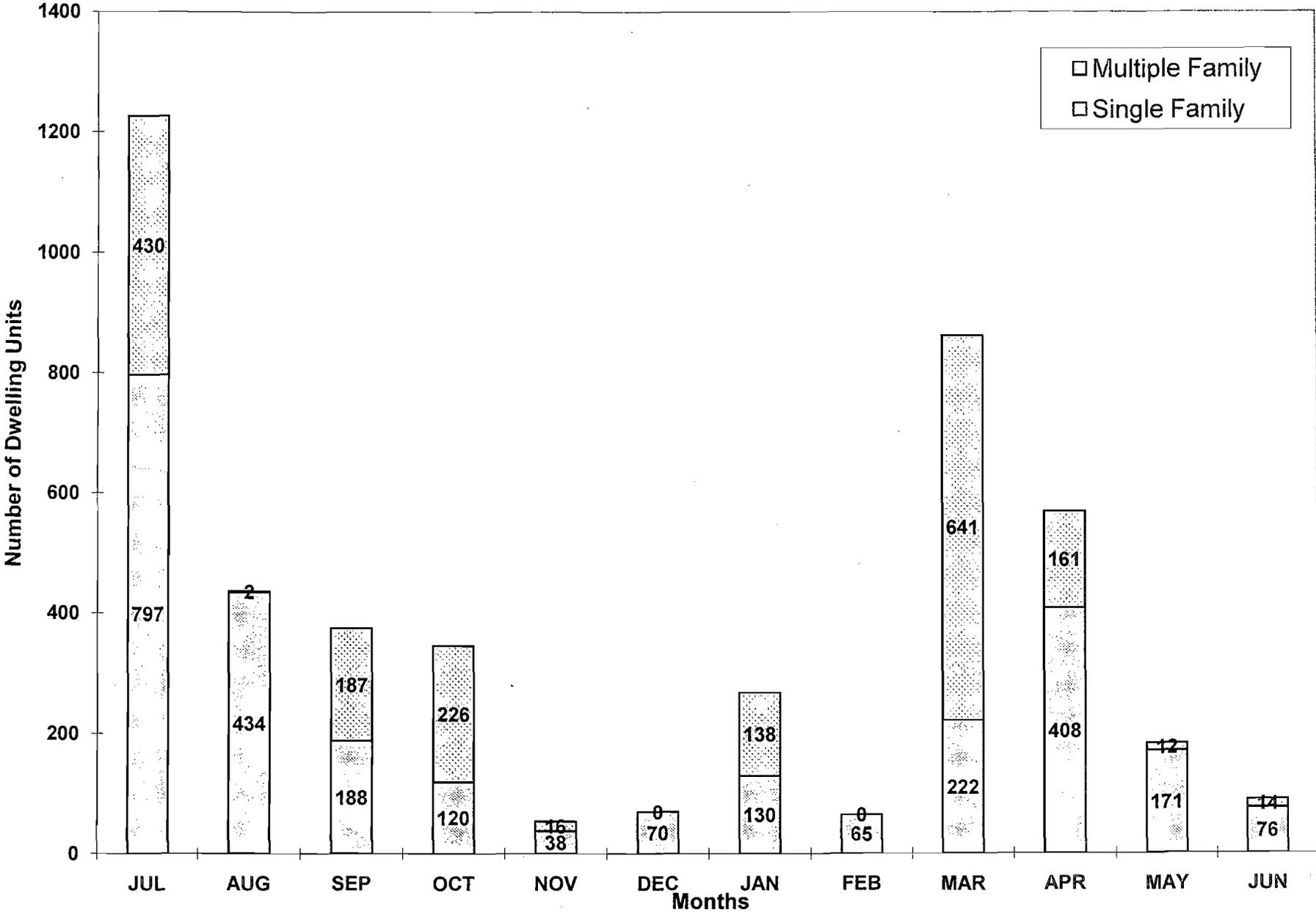
2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Grading Permits and Subdivisions



2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units

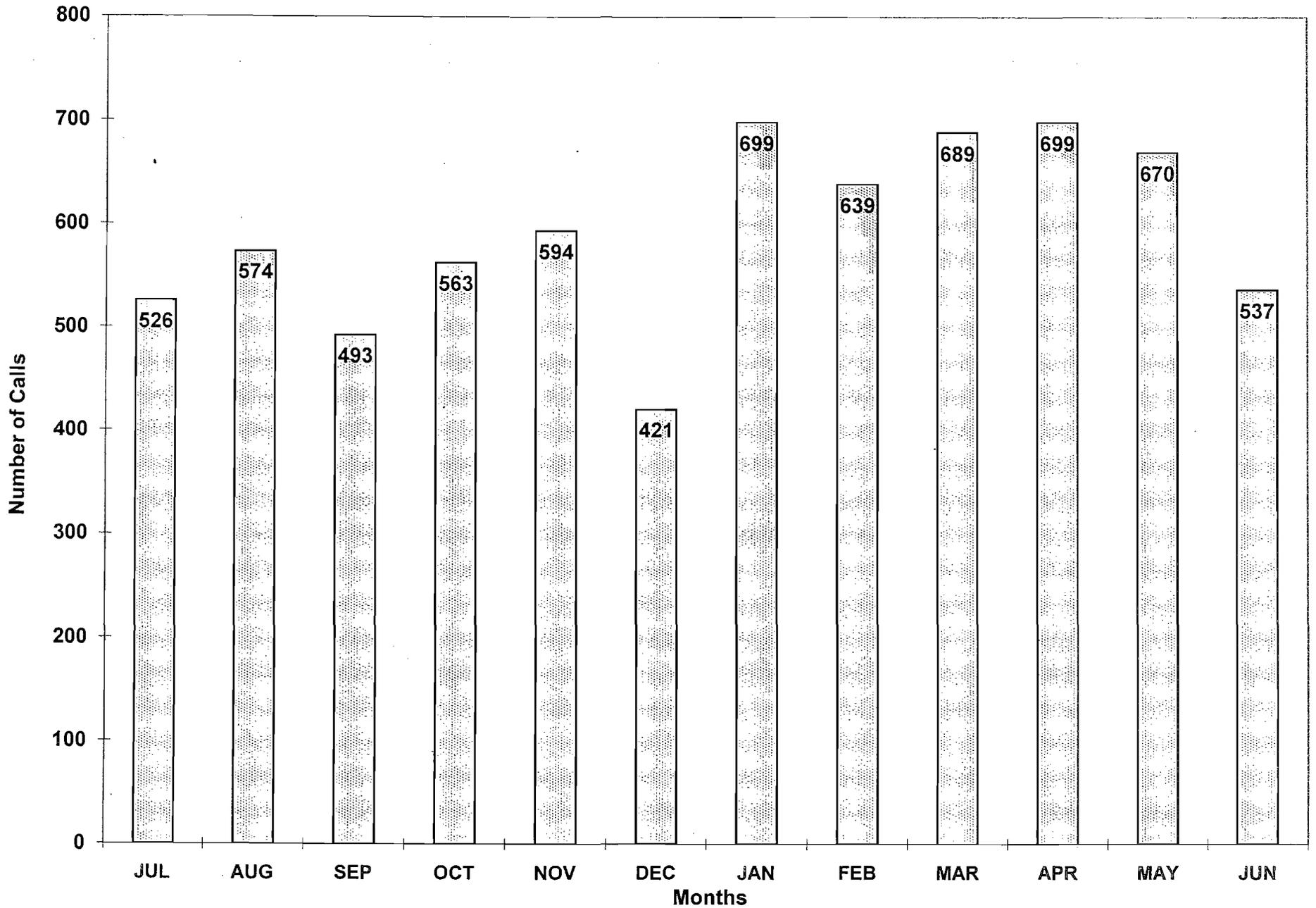


PLANNING DEPARTMENT

2007 Monthly Planning Commission Report

TYPE OF CASE	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Totals
PUBLIC HEARING ITEMS													
Continued Items	16	21	13	21	21	30							122
Conditional Uses	3	4	7	4	3	9							30
Conditional Use Modifications		1											1
Site Plans	9	4	7	2	5	5							32
Site Plan Modifications		1	1										2
Variances													0
Parcel Maps	3	2		3	2								10
Parcel Map Modifications													0
Parcel Map Extensions													0
Tentative Tracts	5		3	2	3								13
Vesting													0
Tentative Tract Modifications		2											2
Tentative Tract Extensions		1			1								2
Amendment to Tracts				1									1
Certificates of Compliance													0
Development Plans													0
General Plan Amendments			4			2							6
Zone Changes	1		5			3							9
Planned Unit Developments													0
Planned Unit Development Modifications													0
Specific Plans													0
Specific Plan Amendments		1											1
Development Agreements													0
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments						1							1
Subtotal New Items	21	16	27	12	14	20	0	0	0	0	0	0	110
NON-PUBLIC HEARING ITEMS													
Continued Items													0
Findings of Substantial Conformity													0
Requests				1									1
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													0
Planning Commission Policies													0
Miscellaneous				1		1							2
Subtotal New Items	0	0	0	2	0	1	0	0	0	0	0	0	3
GRAND TOTAL NEW ITEMS	21	16	27	14	14	21	0	0	0	0	0	0	113
TOTAL OF ALL ITEMS HEARD													
	37	37	40	35	35	51	0	0	0	0	0	0	235

2006/2007 PLANNING DEPARTMENT ACTIVITY
Estimated Counter Calls



**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**July 2007
Monthly Report Summary**

Year-to-Date Report of New Construction Permits Issued

Year-to-Date Report of Miscellaneous Permits Issued

Certificate of Occpuancies Issued by RDA Area

Report of Code Enforcement Cases

City of Victorville

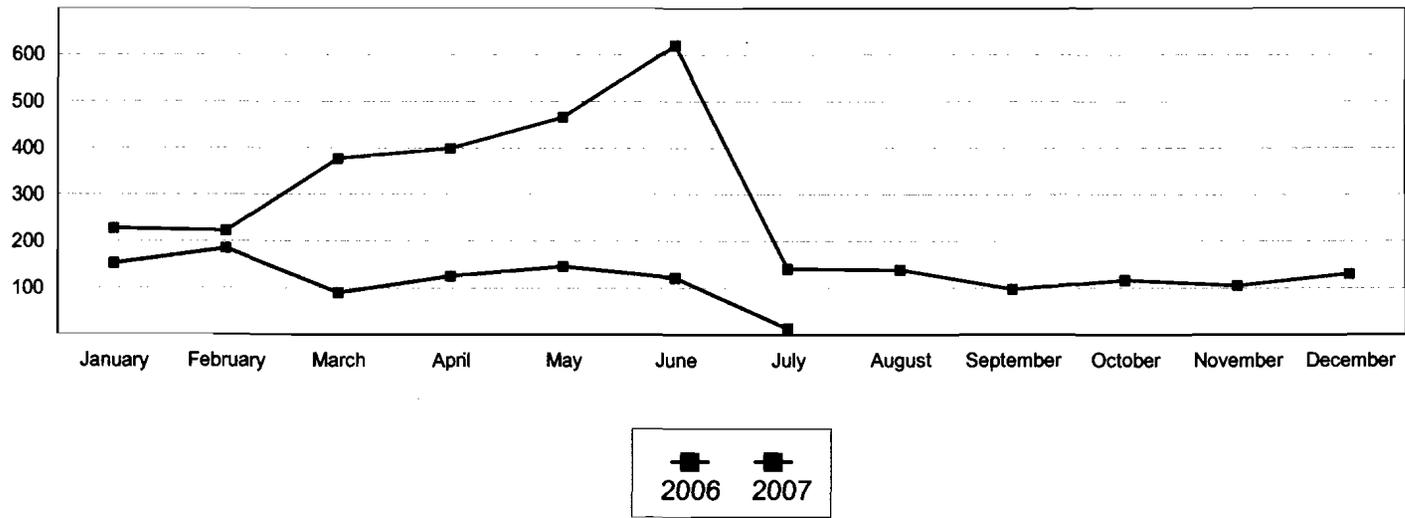
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January				
	Commercial	2	\$210,400	6,000
	Multi-Family Residences (Dwelling Units: 80)	20	\$6,108,880	73,660
	Single Family Residences	152	\$33,346,490	421,632
February				
	Commercial	1	\$903,924	17,935
	Mobile Homes	1	\$10,000	960
	Single Family Residences	185	\$40,180,682	513,146
March				
	Single Family Residences	89	\$17,740,867	223,265
April				
	Commercial	20	\$7,937,892	198,753
	Mobile Homes	4	\$45,000	4
	Single Family Residences	125	\$26,536,065	332,576
May				
	Commercial	4	\$250,477	53,551
	Mobile Homes	4	\$50,000	3,363
	Single Family Residences	146	\$31,313,293	392,185
June				
	Mobile Homes	2	\$20,000	2
	Single Family Residences	121	\$25,815,662	322,385
July				
	Commercial	3	\$384,408	8,424
	Multi-Family Residences (Dwelling Units: 93)	18	\$5,991,923	96,323
	Single Family Residences	12	\$2,147,767	27,163
Year-to-Date Month Total:		909	\$198,993,730	

Single Family Residences



City of Victorville

Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

Miscellaneous	127	\$67,501.00
Sign	9	\$39,400.00
Swimming Pool	8	\$75,700.00
	<u>144</u>	

February

Miscellaneous	149	\$72,521.00
Sign	7	\$22,801.00
Swimming Pool	11	\$269,400.00
	<u>167</u>	

March

Miscellaneous	154	\$80,003.00
Sign	8	\$38,800.00
Swimming Pool	18	\$574,300.00
	<u>180</u>	

April

Miscellaneous	182	\$86,624.00
Sign	13	\$59,150.00
Swimming Pool	10	\$257,000.00
	<u>205</u>	

May

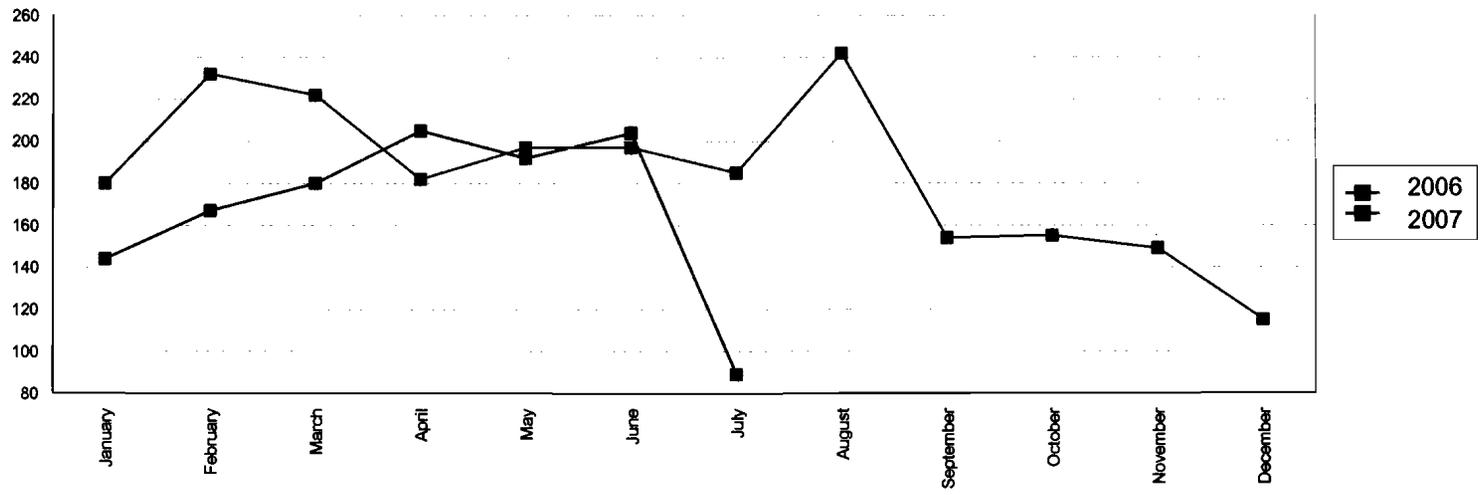
	11	
Miscellaneous	135	\$63,638.00
Sign	22	\$84,298.00
Swimming Pool	24	\$550,200.00
	<u>192</u>	

June

	10	
Miscellaneous	158	\$77,004.00
Sign	14	\$969,950.00
Swimming Pool	22	\$416,000.00
	<u>204</u>	

July

Miscellaneous	67	\$30,012.00
Sign	10	\$58,251.00
Swimming Pool	9	\$177,300.00
	<hr/>	
	89	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	1
OLD TOWN RDA	1
VVEDA RDA	6

MONTHLY TOTAL: 12

February

	<u>AMOUNT</u>
BEAR VALLEY RD	1
OLD TOWN RDA	2
VVEDA RDA	2

MONTHLY TOTAL: 5

March

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
OLD TOWN RDA	2
VVEDA RDA	10

MONTHLY TOTAL: 16

April

	<u>AMOUNT</u>
BEAR VALLEY RD	3
EXEMPT	1
VVEDA RDA	8

MONTHLY TOTAL: 12

May

	<u>AMOUNT</u>
BEAR VALLEY RD	4
EXEMPT	3
VVEDA RDA	10

MONTHLY TOTAL: 17

BEAR VALLEY RD
EXEMPT
OLD TOWN RDA
VVEDA RDA

AMOUNT
1
2
7
1
8

MONTHLY TOTAL: 19

July

EXEMPT

AMOUNT
3

AUTHORIZED CELLULAR SERVICE
14350 BEAR VALLEY RD #101
ENHANCED WIRELESS, INC.
14400 BEAR VALLEY RD #K11
JUST PLAY'N INTERNET GAMING
14845 MONARCH BLVD #A

OLD TOWN RDA

AUTO REPAIR JRR
15234 SEVENTH ST

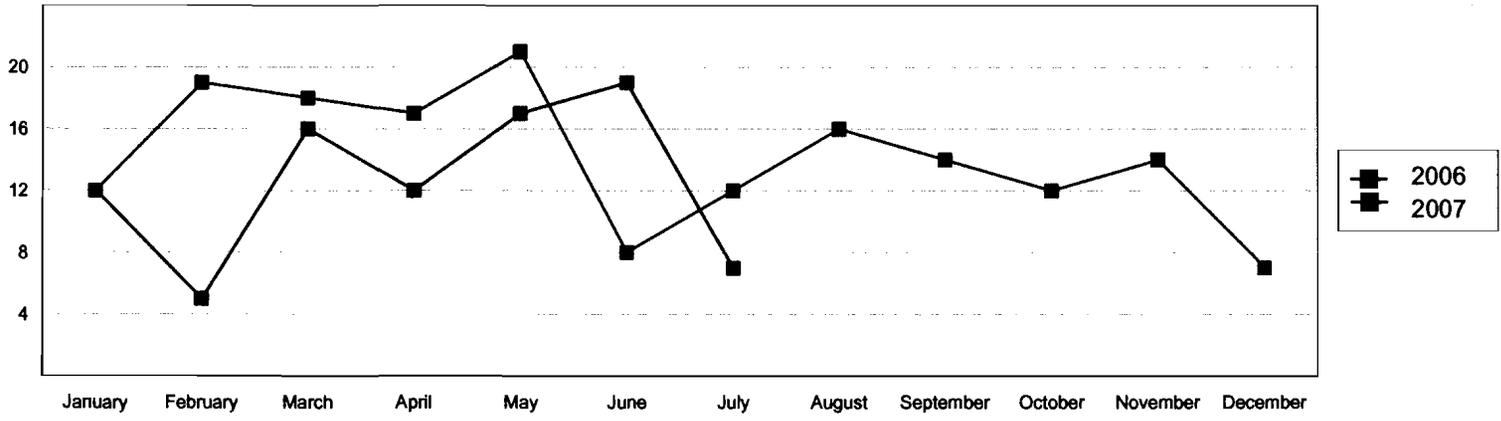
1

VVEDA RDA

ICE ENERGY, INC.
13628 COBRA ST #15
JACKIE'S GIFT SHOP
15487 SEVENTH ST
L A STEREO
15369 SEVENTH ST

3

MONTHLY TOTAL: 7



City of Victorville

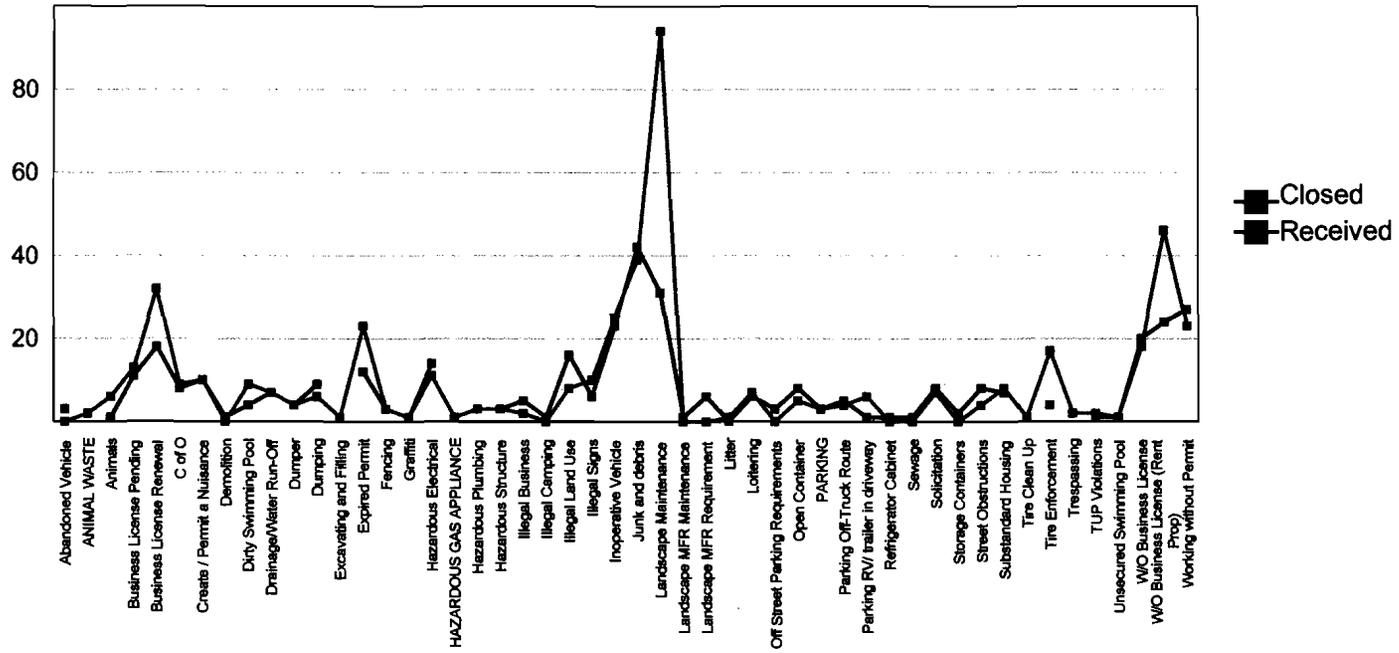
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle		3
ANIMAL WASTE	2	
Animals	6	1
Business License Pending	13	11
Business License Renewal	32	18
C of O	9	8
Create / Permit a Nuisance	10	10
Demolition		1
Dirty Swimming Pool	9	4
Drainage/Water Run-Off	7	7
Dumper	4	4
Dumping	6	9
Excavating and Filling	1	
Expired Permit	23	12
Fencing	3	3
Graffiti	1	1
Hazardous Electrical	11	14
HAZARDOUS GAS APPLIANCE	1	
Hazardous Plumbing	3	3
Hazardous Structure	3	3
Illegal Business	2	5
Illegal Camping		1
Illegal Land Use	8	16
Illegal Signs	10	6
Inoperative Vehicle	25	23
Junk and debris	39	42
Landscape Maintenance	94	31
Landscape MFR Maintenance		1
Landscape MFR Requirement		6
Litter	1	0
Loitering	7	6
Off Street Parking Requirements		3
Open Container	5	8
Parking	3	3
Parking Off-Truck Route	4	5
Parking RV/ trailer in driveway	6	1

Sewage		1
Solicitation	7	8
Storage Containers		2
Street Obstructions	4	8
Substandard Housing	8	7
Tire Clean Up	1	
Tire Enforcement	17	4
Trespassing	2	
TUP Violations	2	1
Unsecured Swimming Pool	1	1
W/O Business License	18	20
W/O Business License (Rent Prop)	46	24
Working without Permit	23	27



**DEVELOPMENT DEPARTMENT
2007 RESIDENTIAL BUILDING ACTIVITY
Based on Utility Releases**

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	106	106	1	2							107	108	315.36
FEBRUARY	166	166					9	18			175	184	537.28
MARCH	162	162							1	1	163	163	475.96
APRIL	148	148							1	1	149	149	435.08
MAY	135	135	52	104			4	16	1	1	192	256	747.52
JUNE	139	139							3	3	142	142	414.64
JULY	131	131					19	160	2	2	152	293	855.56
AUGUST											0	0	0.00
SEPTEMBER											0	0	0.00
OCTOBER											0	0	0.00
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO	1	1									1	1	2.92
ANNEX											0	0	0.00
TOTALS	986	986	53	106	0	0	32	194	8	8	1079	1294	3778.48

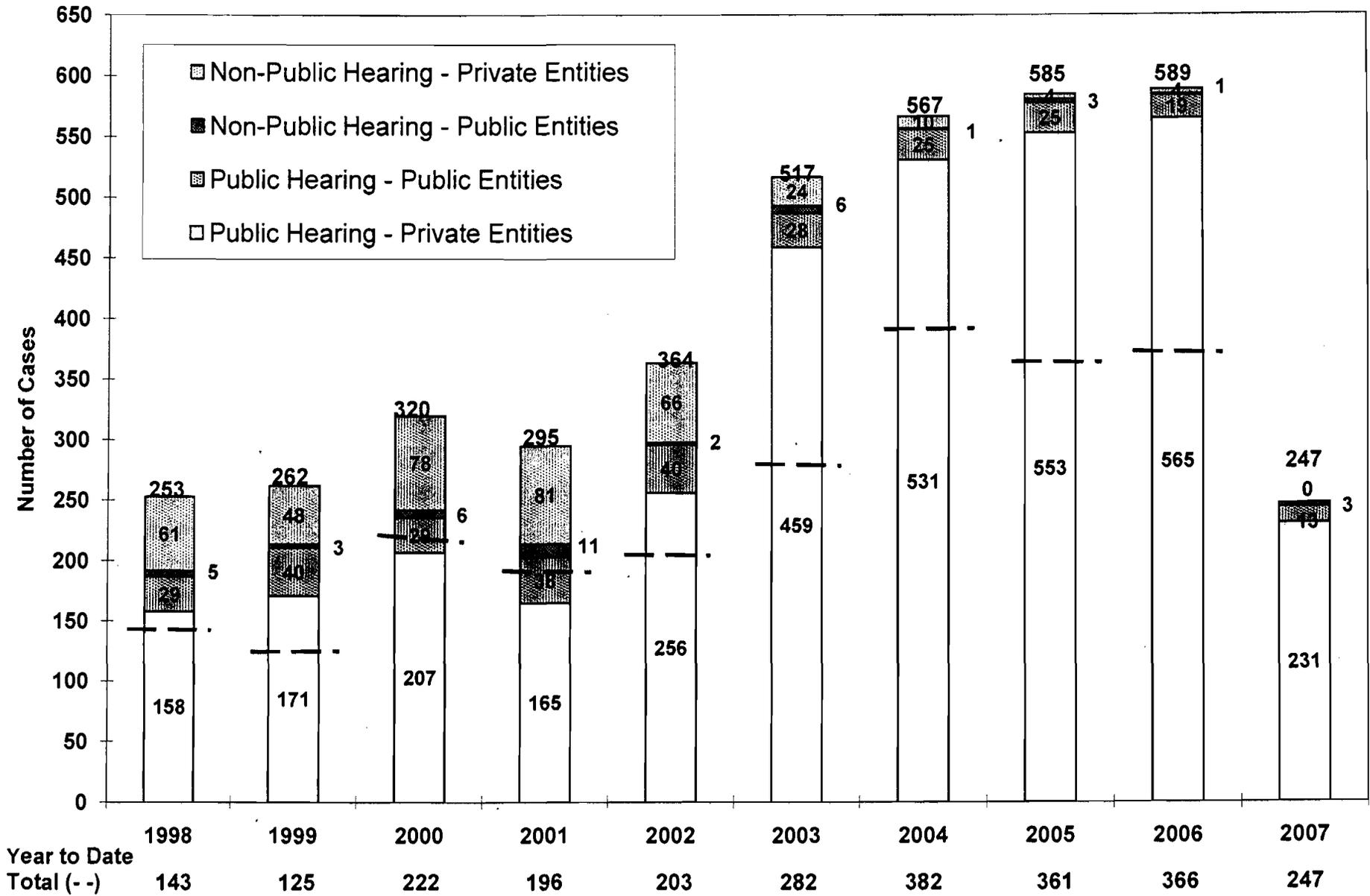
ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **3,778**

STARTING POPULATION **1-1-07** **97,867**
(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-07 C.D.O.F. CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **7-31-07** **101,645**

PLANNING COMMISSION CASES HEARD

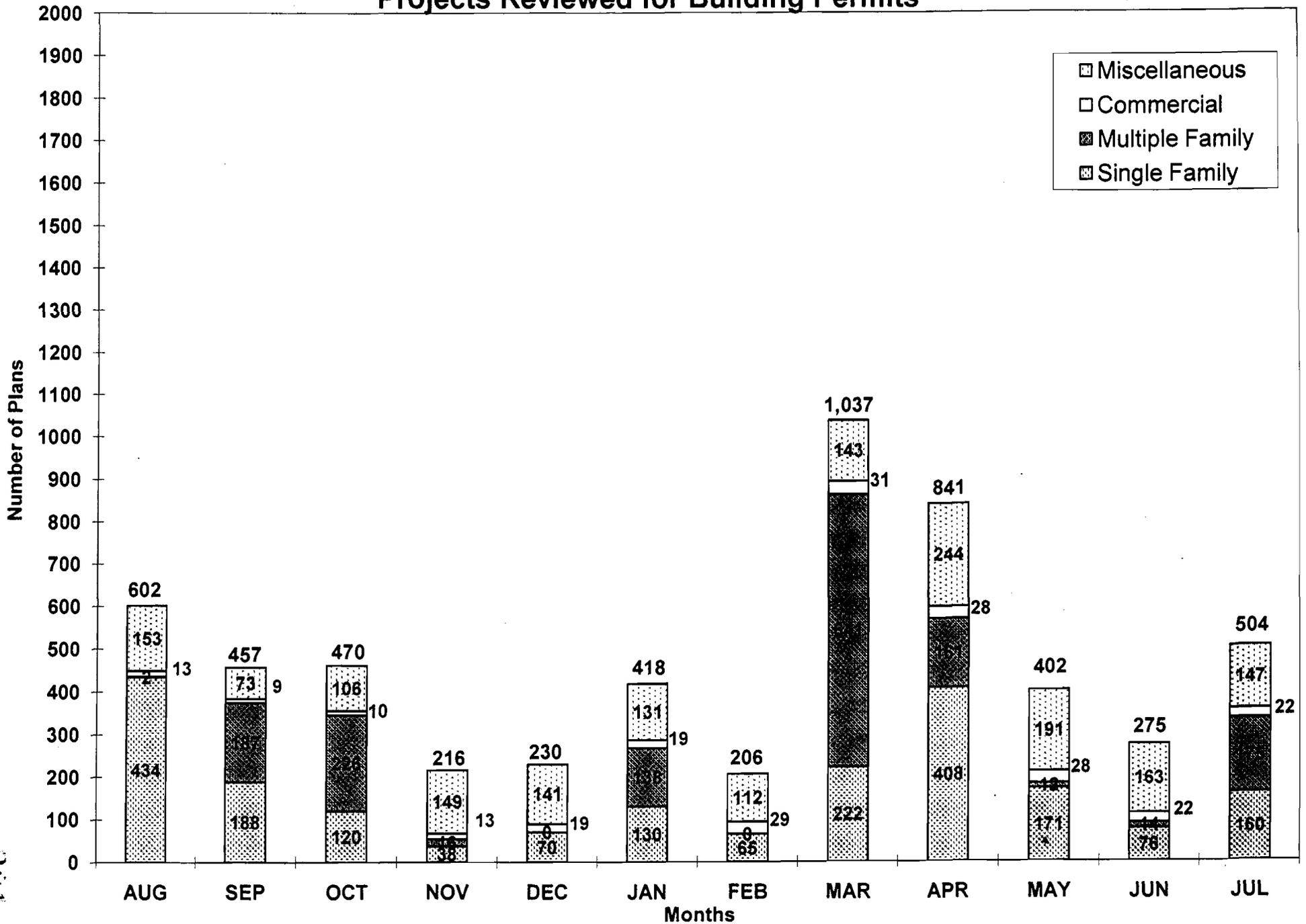
January 1998 through the Commission's July 25, 2007, Meeting



002

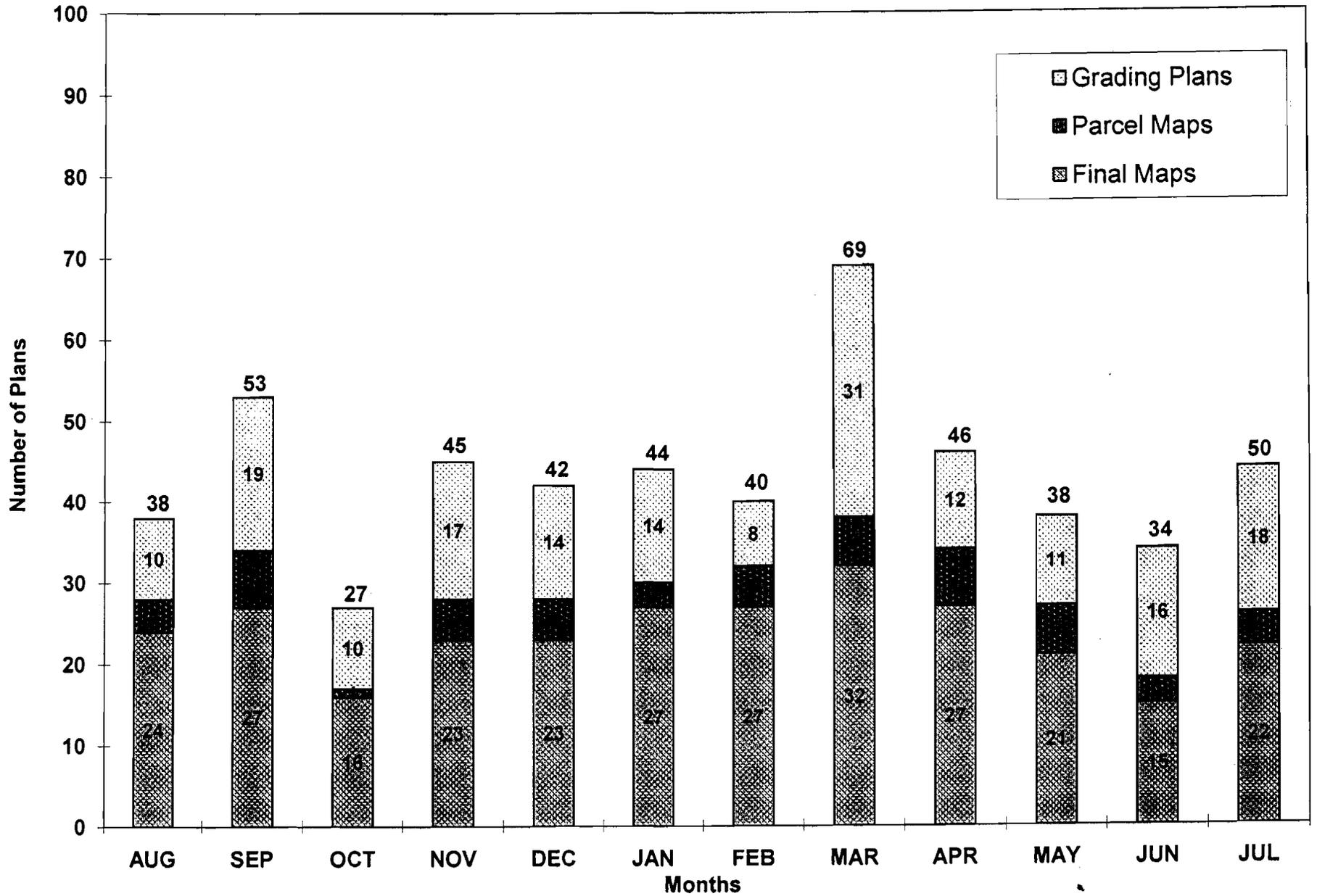
2006/2007 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits



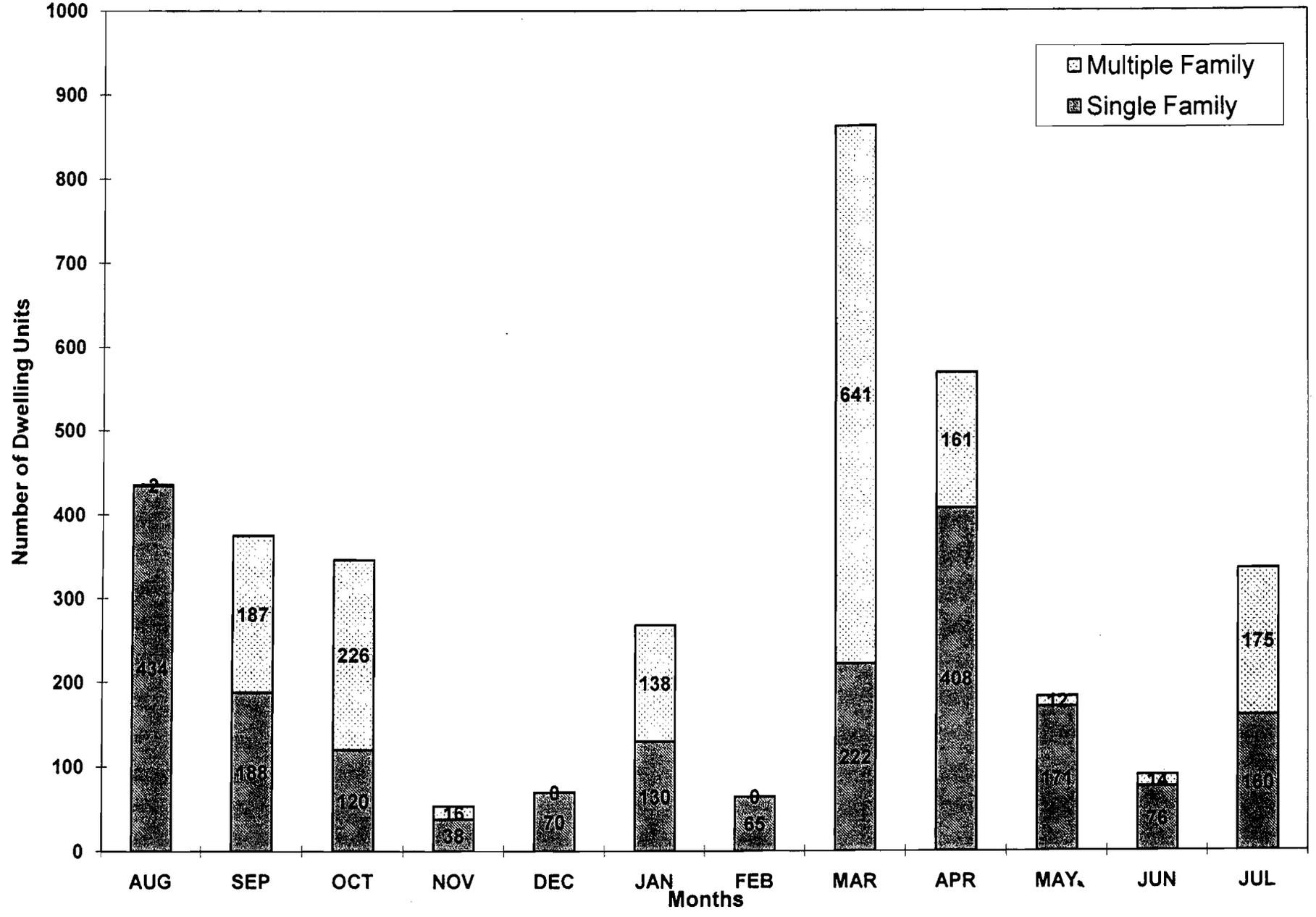
2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Grading Permits and Subdivisions



2006/2007 PLANNING DIVISION PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units



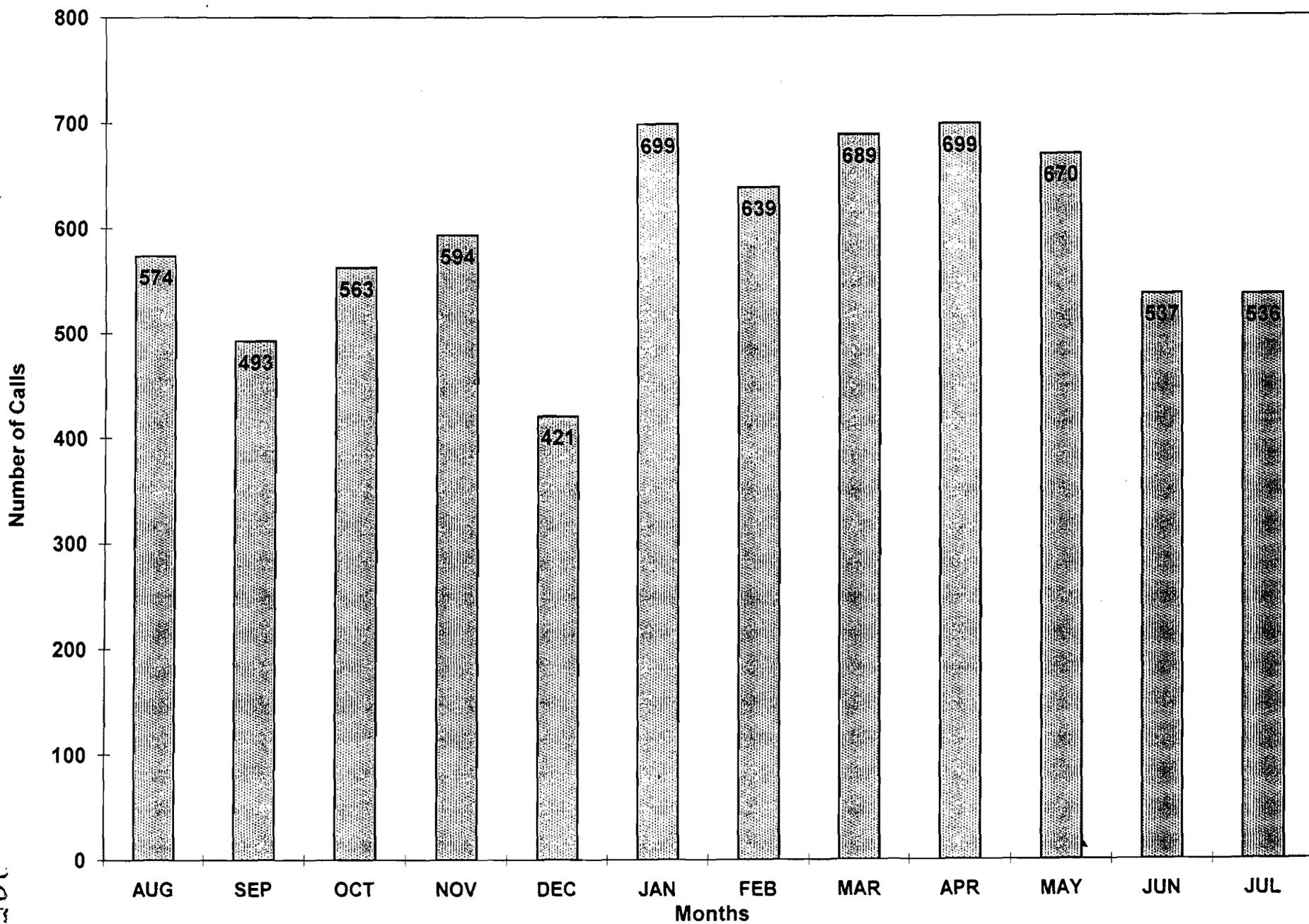
306

PLANNING DEPARTMENT
2007 Monthly Planning Commission Report

TYPE OF CASE	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Totals
PUBLIC HEARING ITEMS													
Continued Items	16	21	13	21	21	30	7						129
Conditional Uses	3	4	7	4	3	9	2						32
Conditional Use Modifications		1											1
Site Plans	9	4	7	2	5	5	3						35
Site Plan Modifications		1	1										2
Variances													0
Parcel Maps	3	2		3	2								10
Parcel Map Modifications													0
Parcel Map Extensions													0
Tentative Tracts	5		3	2	3								13
Vesting													0
Tentative Tract Modifications		2											2
Tentative Tract Extensions		1			1								2
Amendment to Tracts				1									1
Certificates of Compliance													0
Development Plans													0
General Plan Amendments			4			2							6
Zone Changes	1		5			3							9
Planned Unit Developments													0
Planned Unit Development Modifications													0
Specific Plans													0
Specific Plan Amendments		1											1
Development Agreements													0
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments						1							1
Subtotal New Items	21	16	27	12	14	20	5	0	0	0	0	0	115
NON-PUBLIC HEARING ITEMS													
Continued Items													0
Findings of Substantial Conformity													0
Requests				1									1
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													0
Planning Commission Policies													0
Miscellaneous				1		1							2
Subtotal New Items	0	0	0	2	0	1	0	0	0	0	0	0	3
GRAND TOTAL NEW ITEMS	21	16	27	14	14	21	5	0	0	0	0	0	118
TOTAL OF ALL ITEMS HEARD	37	37	40	35	35	51	12	0	0	0	0	0	247

604

2006/2007 PLANNING DEPARTMENT ACTIVITY
Estimated Counter Calls





AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 8/28/07

SUBJECT: PRESENTATION OF ORDINANCE NO. 2206 FOR ADOPTION

RECOMMENDATION: That the City Council adopt Ordinance No. 2206

Ordinance No. 2206 – Establishing traffic regulation and amend Section 12.36
Of the VMC entitled “Truck Routes”

DISCUSSION: At a regular City Council meeting held August 21, 2007, the
City Council conducted a public hearing and introduced the above-referenced
Ordinance. Accordingly, this Ordinance is presented for adoption at this time.

CB/dl
Attachments

ORDINANCE NO. 2206

AN ORDINANCE OF THE CITY OF VICTORVILLE ESTABLISHING TRAFFIC
REGULATION IN SAID CITY AND AMENDING SECTION 12.36 OF THE
VICTORVILLE MUNICIPAL CODE, ENTITLED "TRUCK ROUTES"

**THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY
ORDAIN AS FOLLOWS:**

SECTION 1. Section 12.36.050, Truck Routes Designated, of the
Victorville Municipal Code be amended by updating the list of designated truck
routes by adding "Nisqualli Road, from Hesperia Road to the I-15 Freeway".



AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 8-28-07

SUBJECT: PRESENTATION OF COUNCIL POLICY CP – 07-01 – GREEN TREE
GOLF COURSE FENCE GUIDELINES

RECOMMENDATION: That the City Council adopt Council Policy CP – 07-01.

FISCAL IMPACT: None.

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

___ No

___ Yes/\$ Amt.:

Finance Director Review and Approval ___

DISCUSSION: At the Council meeting held August 21, 2007 Council approved rescinding Council Policy CP-78-2 and requests the adoption Council Policy CP-07-01 pertaining to Green Tree golf course fence guidelines. CP-07-01 reads as follows:

“No large fences are to be erected on the Victorville Municipal Golf Course, except for those required by the City for the development of the driving range/ practice area.”

dl
Attachment

Consent
#6E
9-4-07

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Christopher P. Stathis *CPS*
Director of Information Systems

DATE: August 23, 2007

SUBJECT: Purchase of standard City of Victorville computers for Victorville Water District employees

RECOMMENDATION: That the Honorable City Council award \$53,399.72 to Dell Computer Corporation for the purchase of (30) Optiplex 745 computers, (30) Office 2007 Professional Plus licenses and (30) Microsoft Exchange user CAL's. The funds will need to be appropriated additionally as the above mentioned computers and licenses were not budgeted for.

FISCAL IMPACT: \$53,399.72

Budget Amount: \$0

Budget Account No.: 521054-10100-30200 30322-52260

--Finance Dept. Use Only--
Additional Appropriation:

No
 Yes/\$Amount: *53,399.72*

Finance Director Review and
Approval *don*

DISCUSSION: Upgrading the computers at the Water District will permit the standardization of all City information technology functions and assist in our security improvement initiative. Additionally, these new computers will enable these employees to more efficiently perform their daily functions. This vendor is a CMAS contract vendor.

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: John A. McGlade *B/E for J.A.M.* **DATE:** August 23, 2007
City Engineer

SUBJECT: Release of 80% of the Storm Drain and Sewer Bond and acceptance of the work into the public maintenance system for Tract 17135.

RECOMMENDATION: Approval of 80% of Release of the Faithful Performance Bond only for storm drain and sewers and acceptance of the work.

FISCAL IMPACT: None

Finance Dept. Use Only
Additional Appropriation
___ No _____
___ Yes/\$ Amount _____
Finance Director Review
\$ Approval _____

DISCUSSION: JD Pierce Company has requested an 80% release of the Storm Drain and Sewer Bonds for Tract 17135. The storm drain and sewer work has been completed satisfactorily and the Engineering Dept. recommends a release of 80% of the Faithful Performance Bond and acceptance of the work into the public maintained system. The remaining 20% will be held for the one-year warranty period.

Tract 17135, Storm Drain Bond No. 730458S
Tract 17135, Sewer Bond No. 730457S



RECEIVED
JUL 18 2007
ENGINEERING DEPT.

Engineering Department
City of Victorville
14343 Civic Drive
Victorville, CA 92393-5001
Attn: Helen Wilson

July 18, 2007

Re: Tract 17135 Faithful Performance Storm Drain & Sewer Bond Release

Helen,

I am writing this letter to request that we receive an initial release of the following bonds for Tract 17135:

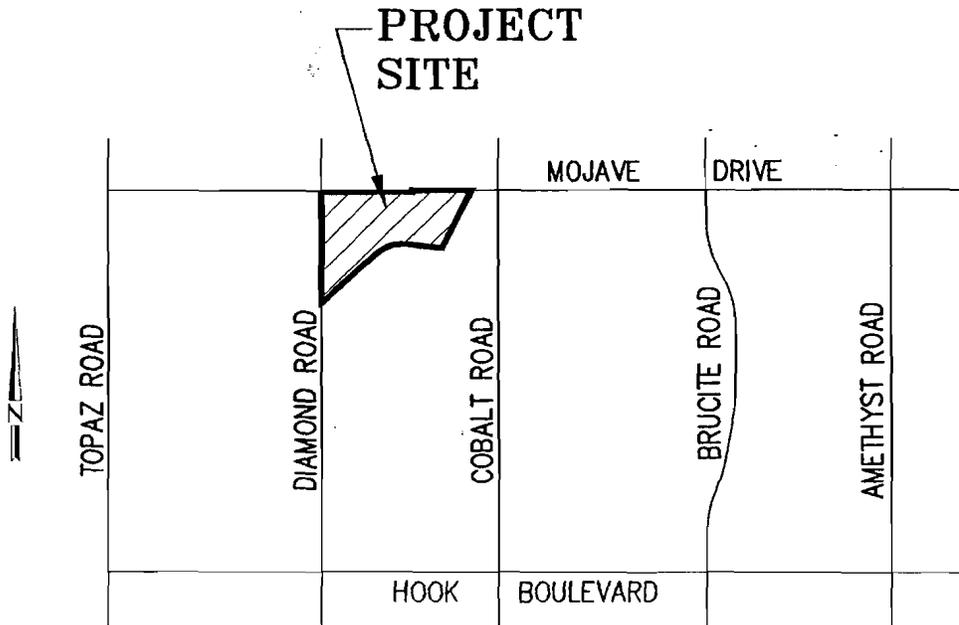
Bond # 730457S – Labor & Material / Faithful Performance for Sewer Improvements

Bond # 730458S – Labor & Material / Faithful Performance for Storm Drain Improvements

Please let me know if we can proceed with the initial release of these bonds. In addition Helen I will be giving Bob Savant the compaction reports for the site and also anticipate a final street cap date the first week of August.

Sincerely,

Peter Kulmaticki
Assistant Project Manager



VICINITY MAP
NOT TO SCALE

**West Creek PA6
Tract 17135**

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

BB for J.A. McGlade
SUBMITTED BY: John A. McGlade *J.A. McGlade* **DATE:** August 27, 2007
City Engineer

SUBJECT: Release of an additional 20% of the Street Bonds and acceptance of the work into the public maintenance system for Tract 17019.

RECOMMENDATION: Approval of 20% of Release of the Faithful Performance Bond only for streets and acceptance of the work.

FISCAL IMPACT: None

Finance Dept. Use Only
Additional Appropriation
___ No _____
___ Yes/\$ Amount _____
Finance Director Review
\$ Approval _____

DISCUSSION: American Housing Group has requested an additional 20% release of the Street Bond for Tracts 17019. The street work has been completed satisfactorily and the Engineering Dept. recommends a release of 20% of the Faithful Performance Bond and acceptance of the work into the public maintained system. The remaining 20% will be held for the one-year warranty period.

Tract 17019, Street Bond No. 661116329
(Reduce by \$61,740.00)



RECEIVED
JUL 02 2007
ENGINEERING DEPT

June 27, 2007

Helen Wilson
City of Victorville
Engineering Department
P.O. Box 5001
Victorville, CA 92393-5001

Re: Bond Release Request, Tract 17019, Andalusia

Dear Helen,

At this time we are requesting that you begin the bond release process for 100 % of the bonds for tract 17019.

Our superintendent will schedule a bond walk with the correct City of Victorville Engineering Inspector as soon as a meeting time is convenient for both parties.

As always, if you need any additional information, or if you have any questions, please feel free to call me at 245-1933.

Sincerely,

Jim Tatum
President

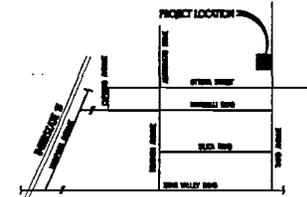
Enclosures

Copies of above-referenced bonds
8.5" x 11" Vicinity Map

IN THE CITY OF VICTORVILLE
TENTATIVE TRACT MAP NO. 17019
 BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO 10436,
 RECORDED IN BOOK 111/48-49, WITHIN THE NW1/4 OF SECTION 28, T5N, R4W, S.B.M.,
 IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

ALLARD-MILLER & ASSOCIATES

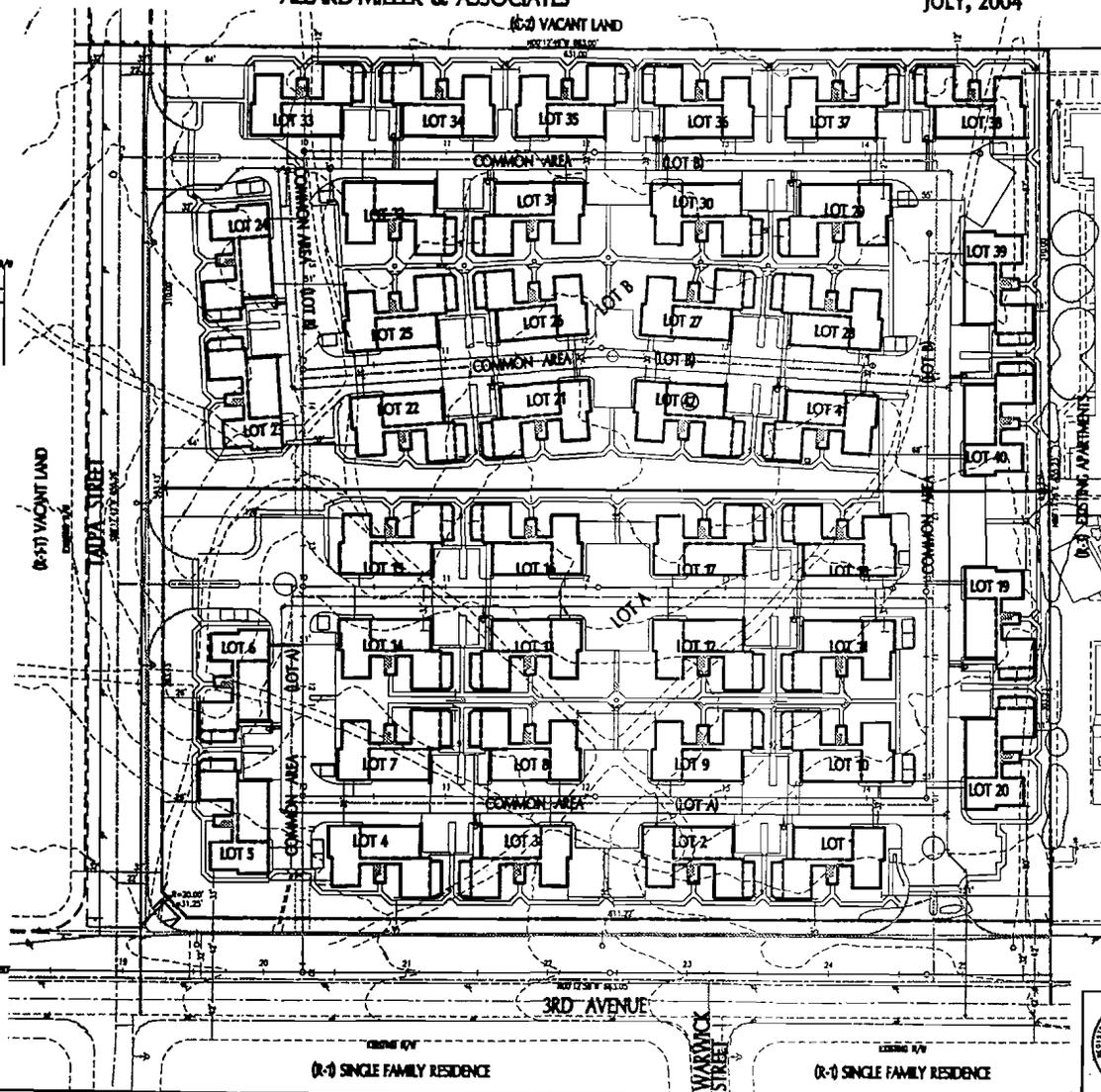
JULY, 2004



ASSOCIATION PARCEL NO.	UTILITIES
300-01-03	ELECTRIC: SOUTHERN CALIFORNIA EDISON 12303 VICTORIA ROAD VICTORVILLE, CA 92392 (760) 945-4500
DEVELOPER: THE THIRD STREET, LLC 1408 E. ANDERSON DRIVE VICTORVILLE, CA 92392 (760) 945-1833	Gas: SOUTHWEST GAS CORPORATION 15717 SANDFORD ROAD VICTORVILLE, CA 92392 (760) 246-5424
OWNER: THE THIRD STREET, LLC 1408 E. ANDERSON DRIVE VICTORVILLE, CA 92392 (760) 945-1833	WATER: VESPERO 15105 VIKING STREET VICTORVILLE, CA 92392 1-800-455-6235
ENGINEER: ALLARD-MILLER & ASSOCIATES 13402 E. SHORE STREET, SUITE 201 VICTORVILLE, CA 92392 (760) 942-1108 FAX (760) 942-1145	SEWER DISPOSAL: VICTORVILLE WATER DISTRICT 17105 VIKING STREET VICTORVILLE, CA 92392 (760) 246-9424
ZONING: PRELIM: R-3 FUTURE: PAD	SEWER DISPOSAL: CITY OF VICTORVILLE 14345 ONE DRIVE VICTORVILLE, CA 92392 (760) 945-2500
ACRES: GROSS: 5.0 ACRES	WASTE DISPOSAL: VICTORVILLE DISPOSAL, INC. 17400 ROCKWELL HILLS ROAD VICTORVILLE, CA 92392 (760) 942-0507
NUMBER OF PROPOSED LOTS: 42 SMALLEST LOT SIZE: 2,807 S.F.	FIRE PROTECTION: VICTORVILLE FIRE DEPARTMENT 14345 ONE DRIVE VICTORVILLE, CA 92392 (760) 942-0507
LEGAL DESCRIPTION: PARCEL 2 OF PARCEL MAP NO. 10436, PLAT 111/48-49	TELEVISION: CHARTER COMMUNICATIONS 12800 RIFKIN CENTER DRIVE VICTORVILLE, CA 92392 (760) 241-7998



3RD AVENUE



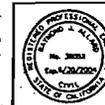
(R-3) SINGLE FAMILY RESIDENCE

(R-3) SINGLE FAMILY RESIDENCE

TAUPE STREET 84' R/W
R.L.S.

3RD STREET 84' R/W
R.L.S.

TYPICAL LOT DIMENSIONS
1" = 40'



Allard-Miller & Associates
 Civil Engineering • Planning • Surveying
 18403 W. Shaw Street #201 Victorville, CA 92392
 Phone: (760) 942-1108 • Fax: (760) 942-1145

DATE: 7/1/04
 COPIES: 4, 300
 SHEET 1 OF 1

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: John A. McGlade *John A. McGlade* **DATE:** August 27, 2007
City Engineer

SUBJECT: Partial release of 50% of the Street bond for Tract 16861.

RECOMMENDATION: Approval of the partial release of the street bond.

FISCAL IMPACT: None

Finance Dept. Use Only
Additional Appropriation
___ No _____
___ Yes/\$ Amount _____
Finance Director Review
\$ Approval _____

DISCUSSION: American Housing Group has requested a partial release of the streets. More than 50% of the street work is completed. The Developer is still responsible for the maintenance of the streets, therefore, a partial release of 50% is recommended.

Street Bond No. 5466803



RECEIVED
APR 19 2007
ENGINEERING DEPT.

April 12, 2007

Helen Wilson
City of Victorville
Engineering Department
P.O. Box 5001
Victorville, CA 92393-5001

Re: Bond Release Request, Tract 16861, Sunset Ridge II

Dear Helen,

At this time we are requesting that you begin the bond release process for 80% of the following bonds:

- Bond Number 5466798 – Offsite Erosion Control - \$3,630.00
- Bond Number 5466803 – Street Improvements - \$296,113.00
- Bond Number 5466804 – Storm Drain Improvements - \$53,034.00
- Bond Number 5466805 – Sanitary Sewer Improvements - \$140,487.00
- Bond Number 5466806 – SCE Improvements - \$9,126.00

Our superintendent will schedule a bond walk with the correct City of Victorville Engineering Inspector as soon as a meeting time is convenient for both parties.

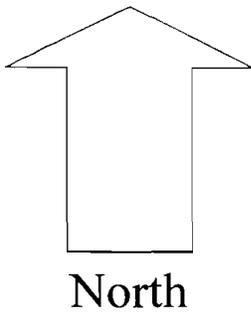
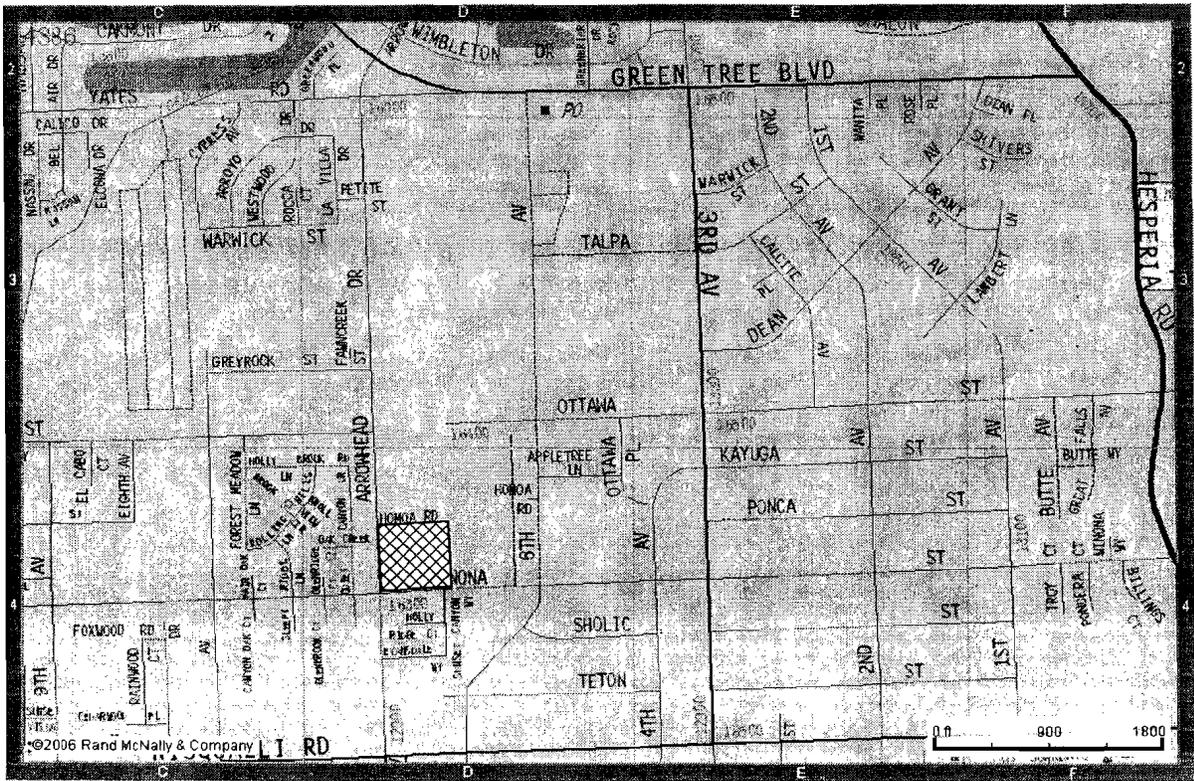
As always, if you need any additional information, or if you have any questions, please feel free to call me at 245-1933.

Sincerely,

Peggy Shaughnessy
Construction Coordinator

Enclosures

Copies of above-referenced bonds
8.5" x 11" Vicinity Map



North

Vicinity Map
 Tract 16861
 NE Intersection of Arrowhead Drive
 and Winona Street
 Victorville

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: John A. McGlade *[Signature]* **DATE:** August 27, 2007
City Engineer

SUBJECT: Release of 80% of the Storm Drain, Sewer, Erosion Control and SCE Undergrounding Bonds and acceptance of the work into the public maintenance system for Tract 16861.

RECOMMENDATION: Approval of 80% of Release of the Faithful Performance Bond only for Storm Drain, Sewer, Erosion Control and SCE Undergrounding and acceptance of the work.

FISCAL IMPACT: None

Finance Dept. Use Only
Additional Appropriation
___ No ___
___ Yes/\$ Amount ___
Finance Director Review
\$ Approval _____

DISCUSSION: American Housing Group has requested an 80% release of the Storm Drain, Sewer, Erosion Control and SCE Undergrounding Bonds for Tract 16861. The storm drain, sewer, erosion control and SCE undergrounding work has been completed satisfactorily and the Engineering Dept. recommends a release of 80% of the Faithful Performance Bond and acceptance of the work into the public maintained system. The remaining 20% will be held for the one year warranty period.

Sewer Bond No. 5466805
Storm Drain Bond No. 5466804
Erosion Control Bond No. 5466798
SCE Undergrounding Bond No. 5466806



RECEIVED
APR 19 2007
ENGINEERING DEPT.

April 12, 2007

Helen Wilson
City of Victorville
Engineering Department
P.O. Box 5001
Victorville, CA 92393-5001

Re: Bond Release Request, Tract 16861, Sunset Ridge II

Dear Helen,

At this time we are requesting that you begin the bond release process for 80% of the following bonds:

- Bond Number 5466798 – Offsite Erosion Control - \$3,630.00
- Bond Number 5466803 – Street Improvements - \$296,113.00
- Bond Number 5466804 – Storm Drain Improvements - \$53,034.00
- Bond Number 5466805 – Sanitary Sewer Improvements - \$140,487.00
- Bond Number 5466806 – SCE Improvements - \$9,126.00

Our superintendent will schedule a bond walk with the correct City of Victorville Engineering Inspector as soon as a meeting time is convenient for both parties.

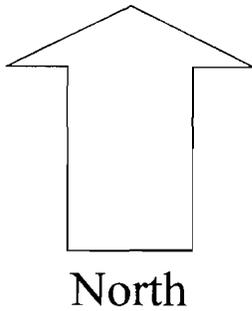
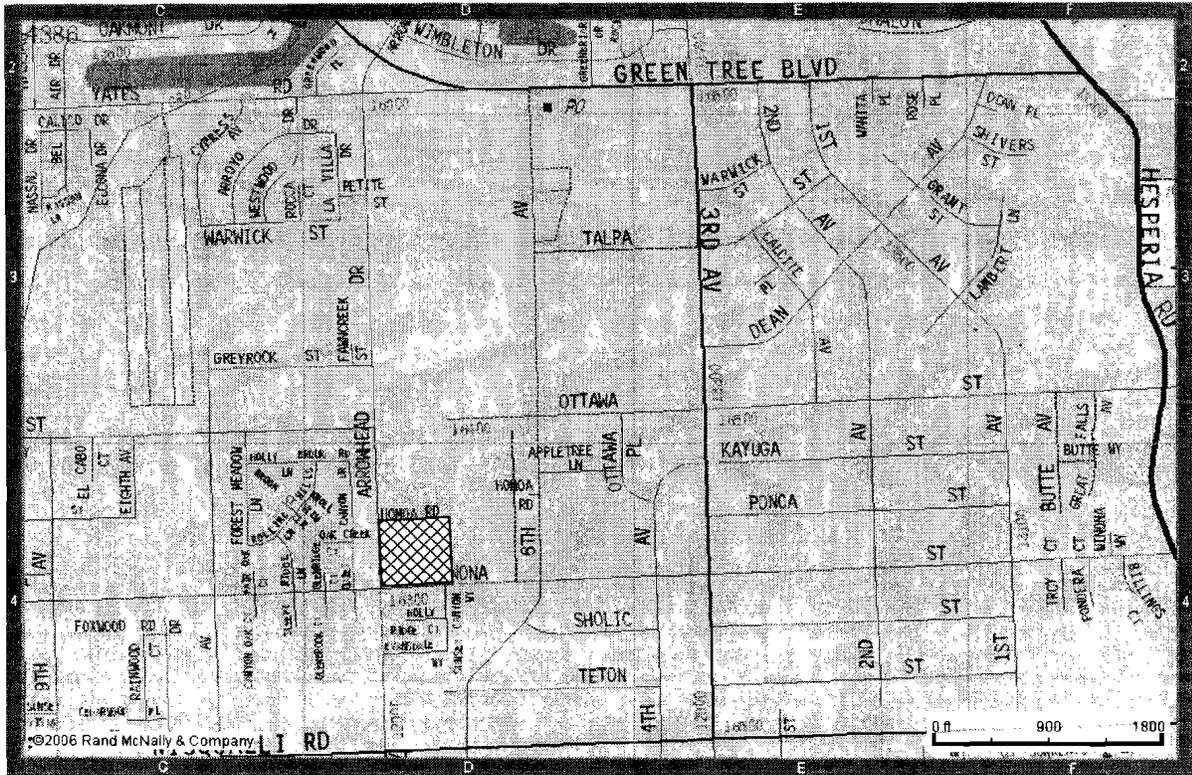
As always, if you need any additional information, or if you have any questions, please feel free to call me at 245-1933.

Sincerely,

Peggy Shaughnessy
Construction Coordinator

Enclosures

Copies of above-referenced bonds
8.5" x 11" Vicinity Map



North

Vicinity Map
 Tract 16861
 NE Intersection of Arrowhead Drive
 and Winona Street
 Victorville

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AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: August 27, 2007

SUBJECT: **REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE AND LABOR BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 14798 AND TRACT 16524.**

TRACT	BOND NO.	AMOUNT
14798	Faithful Performance Bond CDS60503	\$ 34,477.34
	Labor and Materials Bond	\$ 17,238.67
16524	Faith Performance Bond CDS60805	\$ 1,667,681.30
	Labor and Materials Bond	\$ 833,840.64

Developer: Frontier Homes
9331 Mariposa Road
Hesperia, CA 92345

RECOMMENDATION: That the City Council approve the 80% release of bonds in the amount of \$ 2,553,237.90.

FISCAL IMPACT: None

Budget Amount: _____
Budget Account No. _____

—Finance Dept. Use Only—
Additional Appropriation:
 No
 Yes/\$Amount: _____ Finance Director Review & Approval

DISCUSSION: The developer, Frontier Homes, has completed the required landscaping improvements along 3rd Street and Burwood and Topaz and Arvila of Tracts 14798 and 16524 . Therefore, it is recommended that 80% of the Faithful Performance and Labor and Materials Bonds be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the bonds will be held until the one-year warranty period has been fulfilled. A request for the full release of the Faithful Performance, Labor and Materials Bonds will be submitted for the City Council meeting on September 2, 2008. Copies of the bonds and a site map are on file with the City Clerk and are available for review.

JEG:RS:jm 

Attachments: Bonds CDS60503 and CDS60805

14798

BOND NO. CDS60503
INITIAL PREMIUM: \$646.00---
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Autumn Glen, LLC, 14318 California Ave, Ste 200, Victorville, CA 92392, as
Principal, and WESTERN INSURANCE COMPANY, a corporation organized and doing
business under and by virtue of the laws of the State of NEVADA and duly licensed to conduct a
general surety business in the State of California as Surety, are held and firmly bound unto
City of Victorville, 14343 Civic Drive, P.O. Box 5001, Victorville, CA 92392 as Obligee in the sum
of Forty Three Thousand Ninety Six & 68/100
(\$43,096.68---) Dollars, for which payment well and truly to be made, we bind ourselves, our
heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of
(Tract/ Parcel) Map No. Tract# 14798 entered
into an agreement or agreements with said Obligee to complete the improvements specified in said
agreement or agreements.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well
and truly perform said agreement or agreements during the original term thereof or of any extension
of said term that may be granted by the Obligee with or without notice to the Surety, this obligation
shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the
corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized
Attorney-in-Fact at Reno, NV this 9th day of December, 2003

"PRINCIPAL"

Autumn Glen, LLC

BY: James L. Prantz

"SURETY"

WESTERN INSURANCE COMPANY

BY: Dick L. Rotman
Dick L. Rotman, Attorney-in-Fact

?

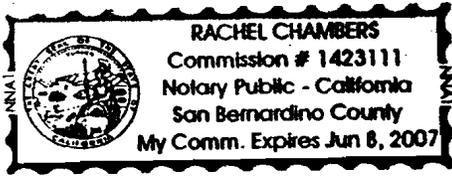
LMAD

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On December 11, 2003 before me, Rachel Chambers, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared James L. Pressiti
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.
Rachel Chambers
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Submission Improvements Performance Bond
Document Date: December 9th 2003 Number of Pages: 1
Signer(s) Other Than Named Above: Dick L. Rotman

Capacity(ies) Claimed by Signer

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

Signer Is Representing: Autoscan Glen, LLC



WESTERN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Dick L. Rottman, Richard N. Collins, Roger A. Hill, Anne E. Hill, Dennis M. Stiley, Eugenia R. Paulson

of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing the guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF NEVADA)

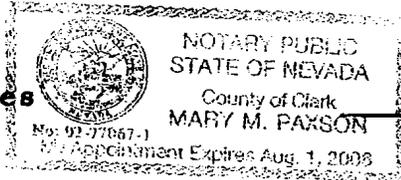
SS

County of Clark)

On this 9th day of December, 2003, before me

appeared Dick L. Rottman to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the WESTERN INSURANCE COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Mary M. Paxson

Notary Public

August 1

2006

Clark

County, Nevada

and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 9th day of December, 2003

Carol B. Ingalls Secretary



BOND NO: CDS60503

PREMIUM INCLUDED
IN PERFORMANCE BOND.

SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Autumn Glen, LLC, as Principal, and WESTERN INSURANCE COMPANY a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto City of Victorville 14343 Civic Dr. Victorville, CA 92393 as Obligee, in The sum of Twenty One Thousand Five Hundred Forty Eight & 00/100 (\$21,548.34) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal. has entered into an agreement or agreements which are made a part of this bond, with the City of Victorville, as Obligee for the improvements in the subdivision designated as (Tract Parcel) Map No. 14798, as required be the Government Code of California.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal fails to make payment to any contractor, his subcontractors, or to persons renting equipment or furnishing labor and materials to them for the improvement required by said agreement or agreements, the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond.

This bond is executed and filed to comply with Section 66499 through and including Section 66499. 10 of the Government Code of California as improvement security, and shall inure to the benefit of any and all contractors, their subcontractors and persons renting equipment or furnishing labor or materials to them for the improvement. Notice of extension of time for completion is waived by the Surety.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Reno, NV
this 9th day of December 2003
"PRINCIPAL" "SURETY"

Autumn Glen, LLC
BY- James L. Prentz

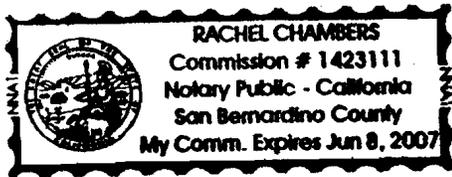
WESTERN INSURANCE COMPANY
BY: Dick L. Rottman
Dick L. Rottman, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } ss.

On December 11th, 2003 before me, Rachel Chambers, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared JAMES L. PERITI
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Rachel Chambers
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvements Labor & Material Bond
Document Date: December 9, 2003 Number of Pages: 1
Signer(s) Other Than Named Above: Dick L. Rothman

Capacity(ies) Claimed by Signer

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

Signer Is Representing: Automa Group LLC



WESTERN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Dick L. Rottman, Richard N. Collings, Roger A. Hill, Anne E. Hill, Dennis M. Staley, Eugenia R. Paulson

of the City of RENO, State of NEVADA, its true and lawful Attorney(s) in fact, each in their separate capacity, if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts, and executing the guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of February, 1994.

WESTERN INSURANCE COMPANY

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF NEVADA)

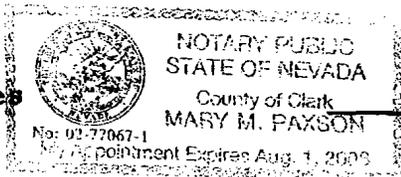
SS

County of Clark)

On this 9th day of December, 2003, before me

appeared Dick L. Rottman to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the WESTERN INSURANCE COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Mary M. Paxson

Notary Public

August 1

2006

Clark

County, Nevada

Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 9th day of December, 2003



Carol B. Ingalls Secretary

Bond No. _____

**RIDER CONTAINING
DISCLOSURE NOTICE OF TERRORISM COVERAGE**

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002 (the "Act"). No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond, and is effective the date of the bond.

You should know that, effective November 26, 2002, any losses covered by the attached bond that are caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the Act, there is a cap on our liability to pay for covered terrorism losses if the aggregate amount of insured losses under the Act exceeds \$1 00,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is \$0.00.

IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BONDS THAT PREMIUM IS CHARGED ANNUALLY.

LEGAL DESCRIPTION

Real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

Parcel A:

The North 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 5 North, Range 4 West, San Bernardino Base and Meridian, in the City of San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the Official Plat said land on file in the District Land Office.

Parcel B:

Parcels 1 and 2 of Parcel Map 7663, in the City of Victorville, County of San Bernardino, State of California, as per Plat recorded in Book 82 of Parcel Maps, Page 38, of Parcel Maps, Records of said County.

Parcel C:

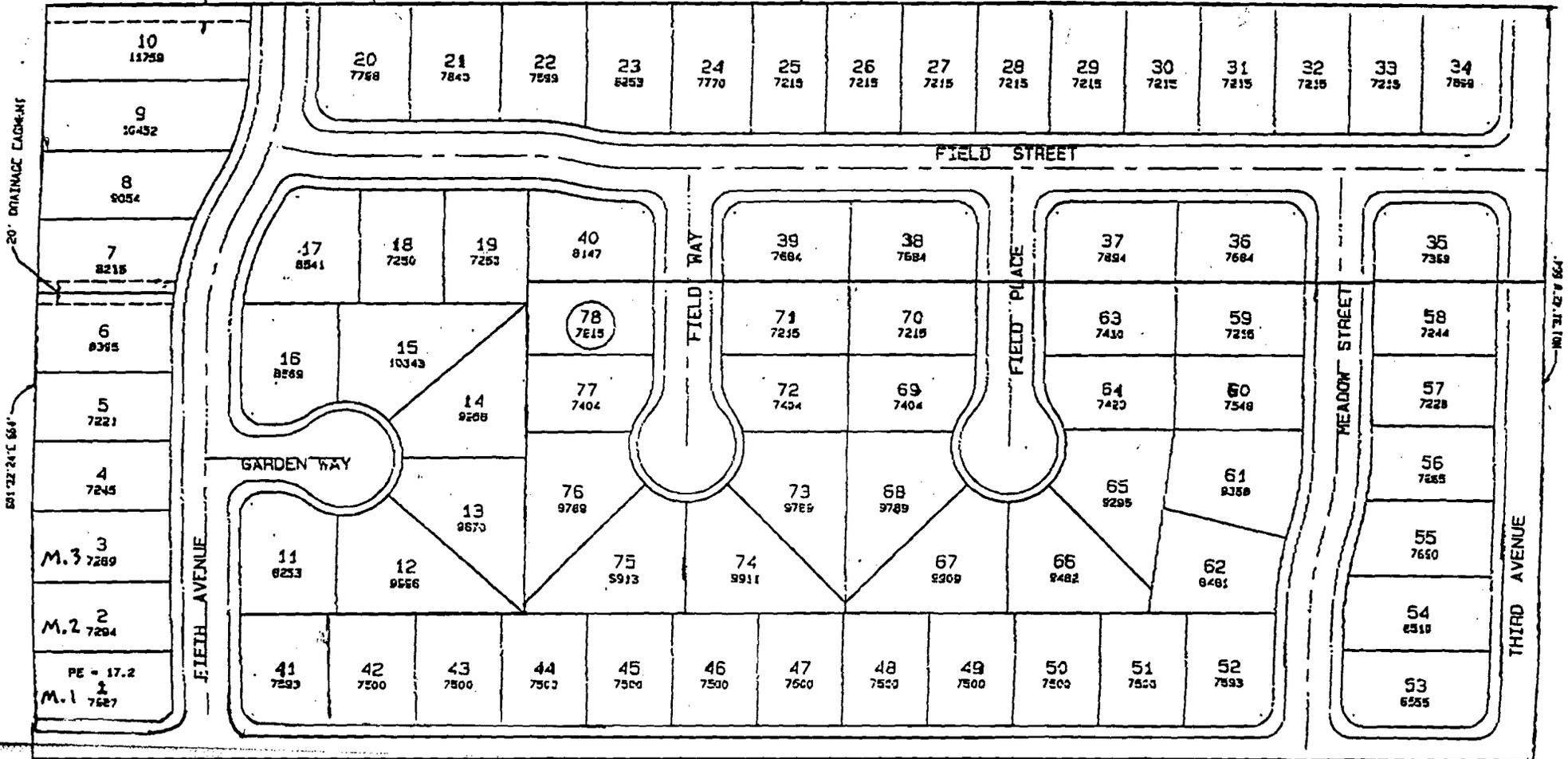
Parcel 2, 3 and 4 of Parcel Map 1941, in the City of Victorville, County of San Bernardino, State of California, as per Plat recorded in Book 16, Page 73, Records of said County.

Parcel D:

Parcel 1 of Parcel Map 1941, in the City of Victorville, County of San Bernardino State of California, as per Plat recorded in Book 16, Page 73, Records of said County.

APN: 3091-121-01-0-000 and 3091-121-02-0-000 and 3091-121-03-0-000 and 3091-121-04-0-000 and 3091-121-05-0-000 and 3091-121-06-0-000 and 3091-121-07-0-000

TRACT 14798



BOND NO. CDS60805
INITIAL PREMIUM: \$31,269.00---
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Frontier Homes, LLC, as
Principal, and WESTERN INSURANCE COMPANY, a corporation organized and doing
business under and by virtue of the laws of the State of Nevada and duly licensed to conduct a
general surety business in the State of California as Surety, are held and firmly bound unto _____
City of Victorville as Obligee in the sum
of Two Million Eighty-Four Thousand Six Hundred One & 75/100-----
(\$2,084,601.75) Dollars, for which payment well and truly to be made, we bind ourselves, our
heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

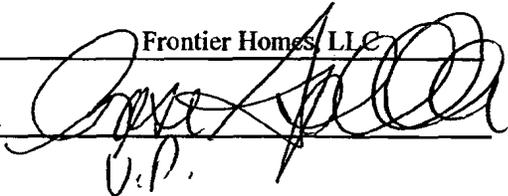
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of
(Tract/ Parcel) Map No. 16524 entered
into an agreement or agreements with said Obligee to complete the improvements specified in said
agreement or agreements.

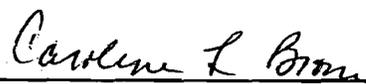
NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well
and truly perform said agreement or agreements during the original term thereof or of any extension
of said term that may be granted by the Obligee with or without notice to the Surety, this obligation
shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the
corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized
Attorney-in-Fact at Henderson, NV this 1st day of November, 2004

"PRINCIPAL"

"SURETY"

Frontier Homes, LLC
BY: 
V.P.

WESTERN INSURANCE COMPANY
BY: 
Caroline L. Brown, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

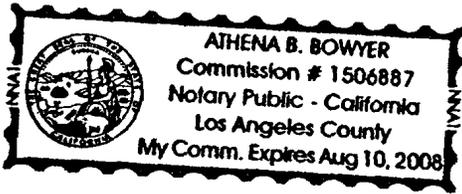
County of Los Angeles } ss.

On Nov 2, 2004 before me, Athena Bowyer
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Rose Spellman
Name(s) of Signer(s)

- personally known to me
- 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.



WITNESS my hand and official seal.

Athena Bowyer
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvements Per-Bond

Document Date: Nov. 1st, 2004 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

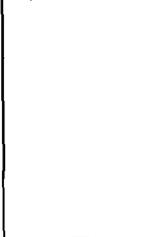
Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Bond No. CDS60805

**RIDER CONTAINING
DISCLOSURE NOTICE OF TERRORISM COVERAGE**

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002 (the "Act"). No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond, and is effective the date of the bond.

You should know that, effective November 26, 2002, any losses covered by the attached bond that are caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the Act, there is a cap on our liability to pay for covered terrorism losses if the aggregate amount of insured losses under the Act exceeds \$1 00,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is \$0.00.

IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BONDS THAT PREMIUM IS CHARGED ANNUALLY.

WESTERN INSURANCE COMPANY

300149

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Caroline L. Brown

of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts, and executing the guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada)

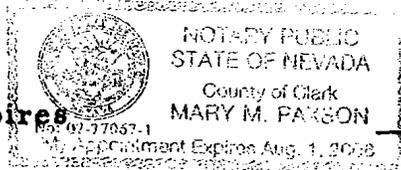
SS

County of Clark)

On this 1st day of November, 2004, before me

appeared Caroline L. Brown to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the WESTERN INSURANCE COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Mary M. Paxson

Notary Public

August 1

2006

Clark

County, Nevada

such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached...

J. CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company...

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 1st day of November, 2004



Carol B. Ingalls Secretary

BOND NO: CDS60805

PREMIUM INCLUDED
IN PERFORMANCE BOND.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Frontier Homes, LLC, as Principal, and
WESTERN INSURANCE COMPANY a corporation organized and doing business under and by virtue of the
laws of the State of Nevada and duly licensed to conduct a general surety business in the State of California as Surety,
are held and firmly bound unto City of Victorville as Obligee, in The sum
of One Million Forty-Two Thousand Three Hundred & 88/100 (\$ 1,042,300.88) Dollars, for
which payment, well and truly to be made, we bind ourselves, our heirs executors and successors, jointly and severally
firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal. has entered into an agreement or agreements which are made a part of this bond,
with the City of Victorville, as Obligee for the improvements in the subdivision
designated as (Tract Parcel) Map No. 16524, as required be the Government Code of
California.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal fails to make payment to any
contractor, his subcontractors, or to persons renting equipment or furnishing labor and materials to them for the
improvement required by said agreement or agreements, the Surety on this bond will pay the same, in an amount not
exceeding the sum specified in this bond.

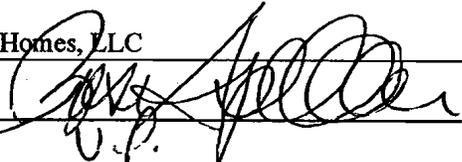
This bond is executed and filed to comply with Section 66499 through and including Section 66499. 10 of the
Government Code of California as improvement security, and shall inure to the benefit of any and all contractors, their
subcontractors and persons renting equipment or furnishing labor or materials to them for the improvement. Notice of
extension of time for completion is waived by the Surety.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Henderson
this 1st day of November 2004

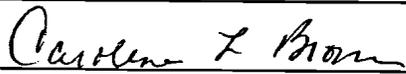
"PRINCIPAL"

"SURETY"

Frontier Homes, LLC

BY- 

WESTERN INSURANCE COMPANY

BY: 

Caroline L. Brown, Attorney-in-Fact

RIDER CONTAINING
DISCLOSURE NOTICE OF TERRORISM COVERAGE

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002 (the "Act"). No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond, and is effective the date of the bond.

You should know that, effective November 26, 2002, any losses covered by the attached bond that are caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the Act, there is a cap on our liability to pay for covered terrorism losses if the aggregate amount of insured losses under the Act exceeds \$1 00,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is \$0.00.

IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BONDS THAT PREMIUM IS CHARGED ANNUALLY.

WESTERN INSURANCE COMPANY

300148

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint Caroline L. Brown

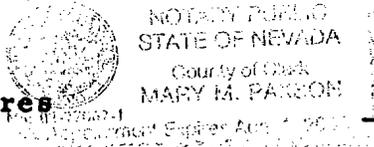
of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing the guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Nevada)
County of Clark)

On this 1st day of November, 2004, before me

appeared Caroline L. Brown to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the WESTERN INSURANCE COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Mary M. Parson
Notary Public

My Commission Expires August 1, 2006 Clark County, Nevada

such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached. RESOLVED that Attorney(s) in fact shall have the power and authority unless subsequently revoked and in any case subject to the terms and limitations of the Power of Attorney issued hereunder to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other written obligations in the nature thereof, and any such instrument executed by such Attorney(s) in fact shall be as binding upon the Company as if signed by an Executive Officer, and sealed and attested to by the Secretary of the Company.

I, GAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

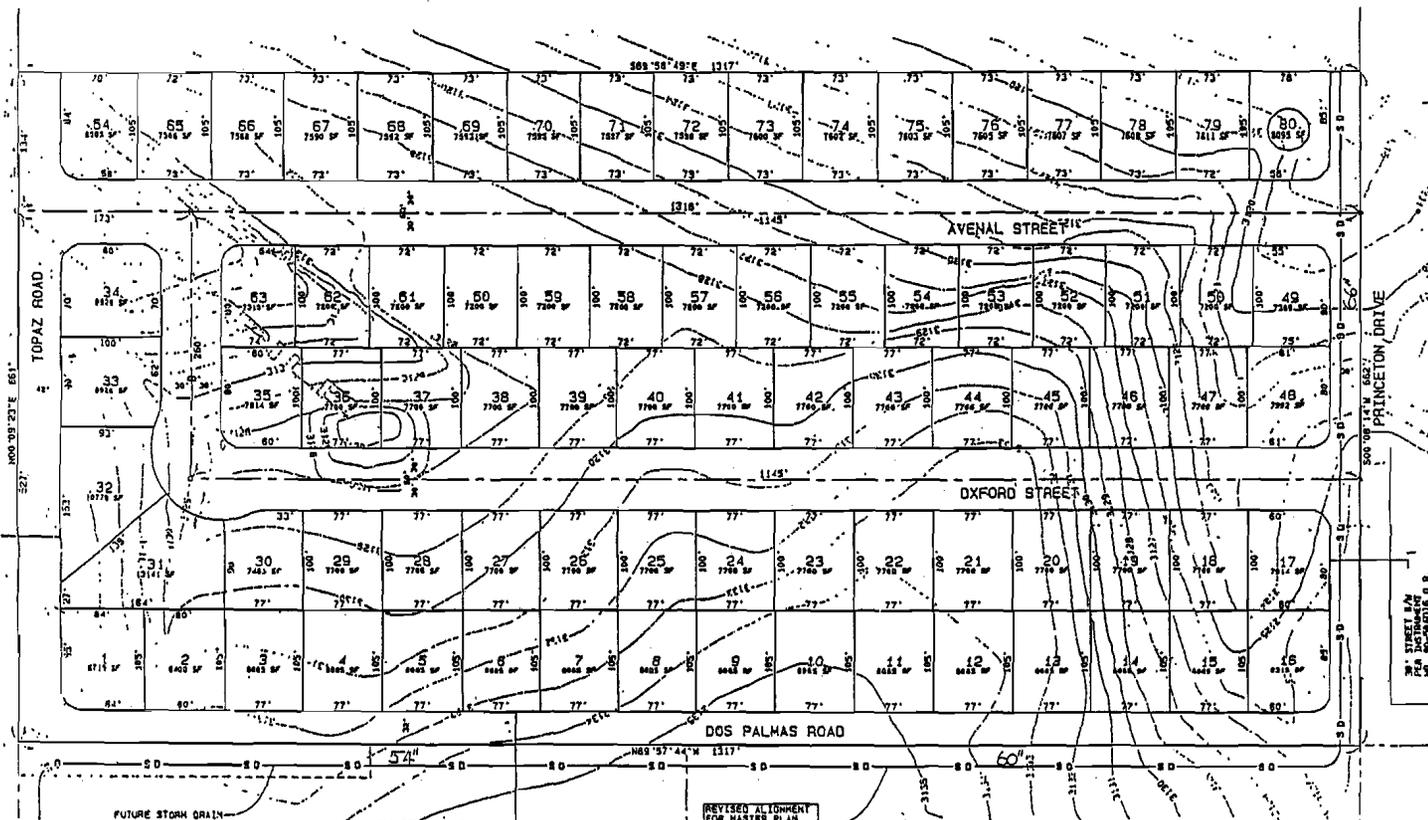
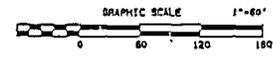
I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 1st day of November, 2004

Carol B. Ingalls
Secretary



VESTING TENTATIVE
TRACT NO. 16524
BEING A SUBDIVISION OF THE SOUTH
1/4 OF THE SOUTHWEST 1/4 OF SECTION 25
IN THE CITY OF VICTORVILLE, CALIFORNIA
LUOMIO ENGINEERING



OWNER **TRACT NO. 16524**

STONE PAGER
801 W. PATER STREET
SANTA ANA, CA 92703

DEVELOPER **TOTAL 80**

HOAHO ROBERTS DEVELOPMENT CO.
1728 ORANGE TREE LANE
REDAWOOD, CA 92373
PHONE: 909-322-2565
FAX: 909-325-8725

ENGINEER
LUOMIO ENGINEERING
108 E. THIRD STREET
SAN BERNARDINO, CA 92411
909-824-8217

ASSESSOR'S PARCEL NOS.
APN 3103-171-03, 04, 05, 07, 07.

ZONING & LAND USE
PROPOSED: _____ VACANT: _____
PROPOSED: _____ R-11 SINGLE FAMILY HOMES

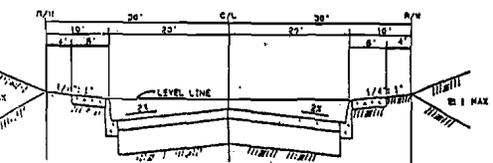
- SERVICES
- ELECTRIC: _____ CALIFORNIA STATE CO
VICTORVILLE, CA 92392
 - WATER: _____ VICTOR VALLEY WATER DISTRICT
1785 YUMA STREET
VICTORVILLE, CA 92392
 - SEWER: _____ CITY OF VICTORVILLE
1493 CIVIC DRIVE
VICTORVILLE, CA 92392
 - GAS: _____ SOUTHWEST GAS COMPANY
1299 CIVIC DRIVE
VICTORVILLE, CA 92392
 - TELEPHONE: _____ COMMERCIAL TELEPHONE CO.
1601 YUMA DRIVE
VICTORVILLE, CA 92392

AREAS
TOTAL ACRES: _____
TOTAL UNIMPROVED LOTS: _____
UNITS PER ACRE: _____
MIN. LOT SIZE: _____

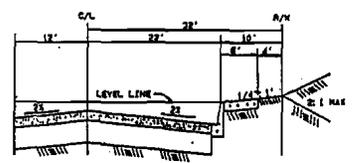
- NOTES
- THIS PROJECT CONTAINS 8,782 S.F. OF NEW STREETS.
 - UNLESS OTHERWISE INDICATED THE SURROUNDING LAND USE IS "RAG".
 - CONICAL SOURCE CONVENTIONAL SURVEY BY KENNETH SURVEYORS FOR DEVELOPMENT OF SITE WILL HAVE MINIMAL EFFECT ON EXISTING DRAIN PATTERNS. STORM WATER RUNOFF WILL FOLLOW EXISTING AND NATURAL DRAINAGE COURSES OR BE CHANGED IN PROPOSED STREETS AND DRAINAGE FACILITIES AS INDICATED ON THE MAP AND OUTLINED IN ACCOMPANYING DRAINAGE STUDY.
 - EARTHWORK WILL BE BALANCED ON SITE.
 - IMPROVEMENTS ARE PER TYPICAL SUBDIVISION MAPS ARE 10 OF 01' ACCORDING TO CITY OF VICTORVILLE ORDINANCES.
 - GUIDING STRIPS:
20' - FRONT
10' - REAR
10' - STREET SIDE YARD
5' - SIDE YARD
 - BENCHMARK Y-122, CITY OF VICTORVILLE, E.L. 3101.120
 - THIS IS A CALCULATED MAP. LOT DIMENSIONS HAVE BEEN CHECKED WITH THE APPLICATION FOR THIS TENTATIVE MAP. ENGINEER REQUESTS REVIEW FOR COMPLIANCE WITH CURRENT CODES AND POLICIES WITH REGARD TO DRAINAGE.

32' STREET R/W PER INSTRUMENTS NO. 89-506073 O.R. AND NO. 89-506077 O.R.

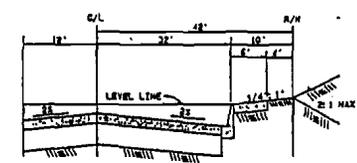
REVISED ALIGNMENT FOR WATER PLAN DRAIN E-03 BETWEEN LUNA ROAD AND DOS PALMAS ROAD



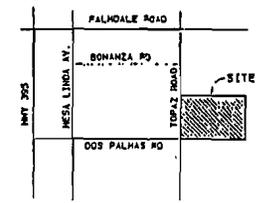
INTERIOR STREETS
TYPICAL SECTION (60' R/W)
N.T.S.



DOS PALMAS ROAD
TYPICAL SECTION (64' R/W)
N.T.S.



TOPAZ ROAD
TYPICAL SECTION (84' R/W)
N.T.S.



VICINITY MAP
N.T.S.

13-624-024
4/30/03
APR 30 2001
Vicinity Map
LUOMIO ENGINEERING
108 E. THIRD STREET
SAN BERNARDINO, CA 92411
909-824-8217

Exhibit "D"

TRACT 16524

Exhibit "B"

LEGAL DESCRIPTION

Real property in the City of , County of San Bernardino, State of California, described as follows:

PARCEL "B-1"

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL "B-2"

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED MARCH 19, 1856.

PARCEL "B-3"

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED MARCH 19, 1856.

PARCEL "B-4"

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED MARCH 19, 1856.

PARCEL "B-5"

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED MARCH 19, 1856.

PARCEL "C-1"

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL "C-2"

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4

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AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY:

Jon E. Gargan
Director of Community Services

DATE: August 27, 2007

SUBJECT:

REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE AND LABOR BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 16574 PHASE 1 THROUGH 4 LOTS A THROUGH O.

TRACT	BOND NO.	AMOUNT
16574 Lot "A"	Faithful Performance Bond SU5012095	\$ 12,954.90
	Labor and Materials Bond	\$ 6,477.45
Lot "B"	Faith Performance Bond SU5012096	\$ 20,687.26
	Labor and Materials Bond	\$ 10,343.63
Lot "C"	Faithful Performance Bond SU5012097	\$ 10,317.54
	Labor and Materials Bond	\$ 5,158.77
Lot "D"	Faithful Performance Bond SU5012099	\$ 10,341.30
	Labor and Materials Bond	\$ 5,170.65
Lot "E"	Faithful Performance Bond SU5012100	\$ 22,480.19
	Labor and Materials Bond	\$ 11,240.10
Lot "F"	Faithful Performance Bond SU5012101	\$ 24,698.62
	Labor and Materials Bond	\$ 12,349.30
Lot "G"	Faithful Performance Bond SU5012102	\$ 15,838.80
	Labor and Materials Bond	\$ 7,919.40
Lot "H"	Faithful Performance Bond SU5012103	\$ 15,738.24
	Labor and Materials	\$ 7,869.12
Lot "I"	Faithful Performance Bond SU5013037	\$ 7,858.38
	Labor and Materials	\$ 3,929.19
Lot "J"	Faithful Performance Bond SU5012104	\$ 7,571.84
	Labor and Materials	\$ 3,785.92
Lot "K"	Faithful Performance Bond SU5012105	\$ 7,519.57
	Labor and Materials	\$ 3,759.78
Lot "L"	Faithful Performance Bond SU5012106	\$ 14,496.26
	Labor and Materials	\$ 7,248.13
Lot "M"	Faithful Performance Bond SU5012107	\$ 7,297.74
	Labor and Materials	\$ 3,648.87
Lot "N"	Faithful Performance Bond SU5012108	\$ 17,836.73
	Labor and Materials	\$ 8,918.36
Lot "O"	Faithful Performance Bond SU5012109	\$ 7,454.56
	Labor and Materials	\$ 3,727.28

Developer: Century Vintage Homes
1535 So. "D" Street
San Bernardino, CA 92408

RECOMMENDATION:

That the City Council approve the 80% release of bonds in the amount of \$ 303,638.86.

Consent
#6L
9-4-07

FISCAL IMPACT: None^o

Budget Amount: _____
Budget Account No. _____

—Finance Dept. Use Only—
Additional Appropriation:
 No
 Yes/\$Amount _____ Finance Director Review &
Approval aw

DISCUSSION: The developer, Century Vintage Homes, has completed the required landscaping improvements along Coolwater, Abbott, Dos Palmas, Sky Court, Alcott and Adler Streets for Tract 16574 Phases 1 through 4. Therefore, it is recommended that 80% of the Faithful Performance and Labor and Materials Bonds be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the bonds will be held until the one-year warranty period has been fulfilled. A request for the full release of the Faithful Performance, Labor and Materials Bonds will be submitted for the City Council meeting on September 2, 2008. Copies of the bonds and a site map are on file with the City Clerk and are available for review.

JEG:RS:jm 

- Attachments: Bonds SU5012095
 SU5012096
 SU5012097
 SU5012099
 SU5012100
 SU5012101
 SU5012102
 SU5012103
 SU5012104
 SU5012105
 SU5012106
 SU5012107
 SU5012108
 SU5012109
 SU5013037



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012095

Premium (Two Years) : \$162.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Sixteen Thousand, One Hundred Ninety-Three and 63/100—DOLLARS (\$16,193.63) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-1; Lot "A"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: **December 7, 2004**

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

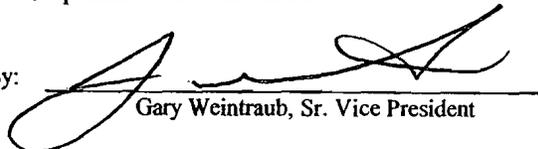
Arch Insurance Company

(Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101
PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

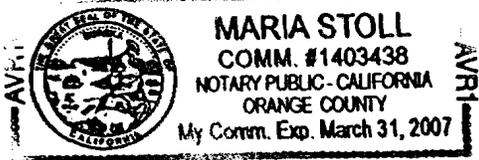
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

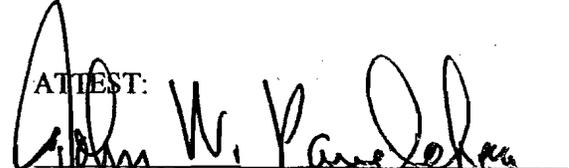
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

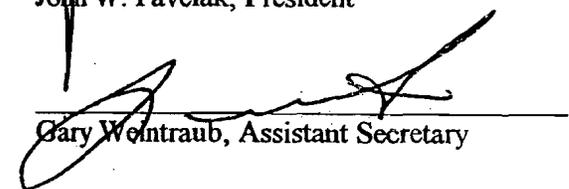
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



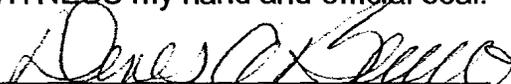
Gary Weintraub, Assistant Secretary

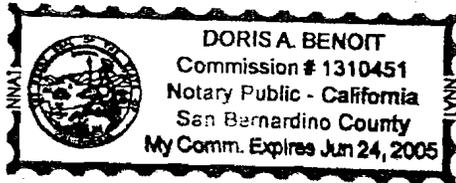
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

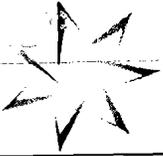
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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ARCH INSURANCE COMPANY

Bond Number : SU 5012095
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Eight Thousand, Ninety-Six and 81/100- ~~_____~~ DOLLARS (\$8,096.81) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-1; Lot “A”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

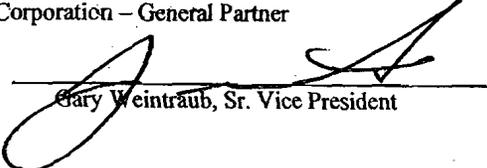
SIGNED, SEALED, DATED: December 7, 2004

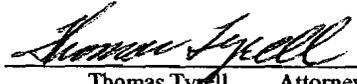
Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By:  Gary Weintraub, Sr. Vice President

By:  Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

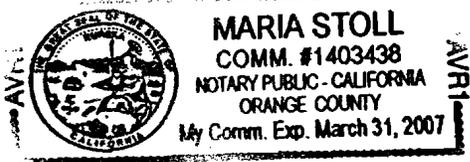
On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

[XX] ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

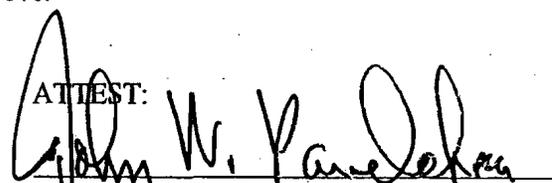
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

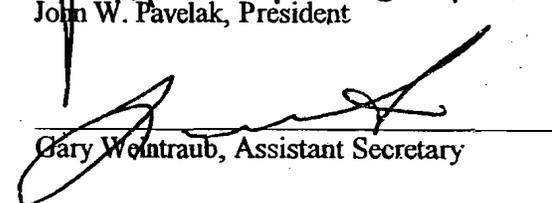
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President


Gary Weintraub, Assistant Secretary

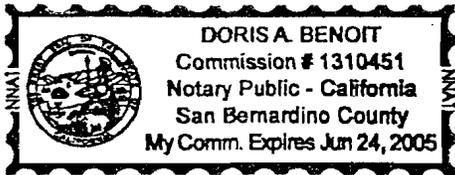
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012096

Premium (Two Years) : \$259.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Twenty-Five Thousand, Eight Hundred Fifty-Nine and 08/100-----DOLLARS (\$25,859.08) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-1; Lot "B"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: **December 7, 2004**

Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

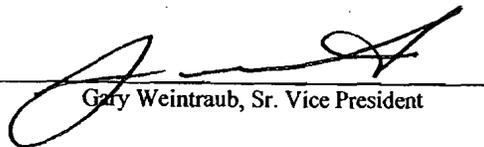
Arch Insurance Company

(Surety)

By: Century Crowell Communities, LP, a California
Limited Partnership - Managing Member

By: Century Homes Communities, a California
Corporation - General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101
PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

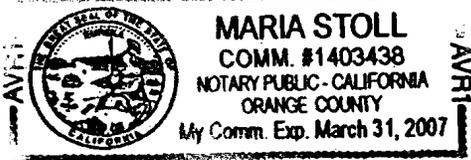
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR⁷

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

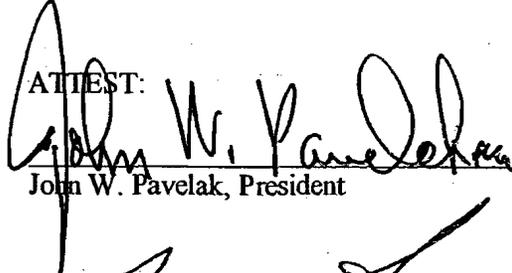
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

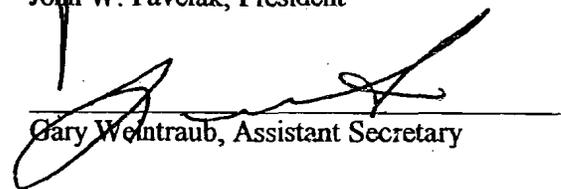
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



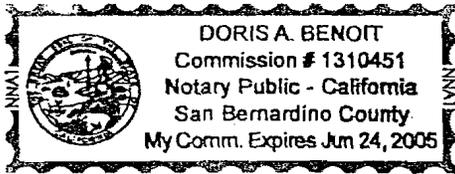
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

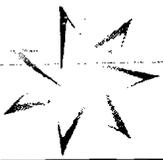
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012096
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Twelve Thousand, Nine Hundred Twenty-Nine and 54/100 DOLLARS (\$12,929.54) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-1; Lot “B”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

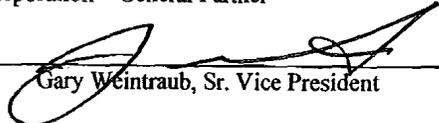
SIGNED, SEALED, DATED: December 7, 2004

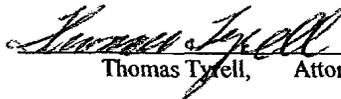
Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

DIRECT CORRESPONDENCE TO:
ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101
PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

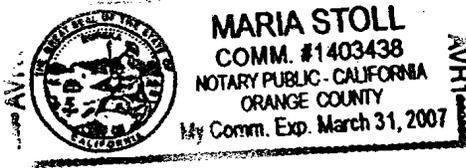
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S) LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

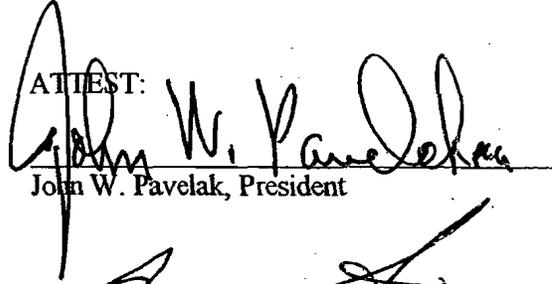
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

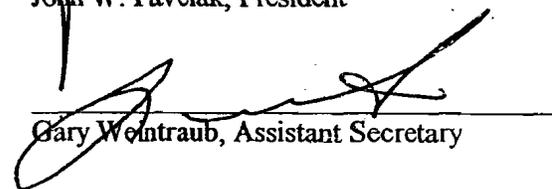
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

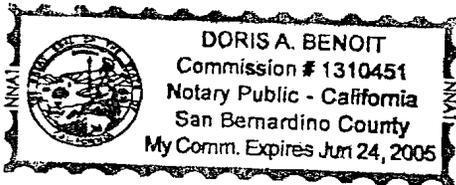

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

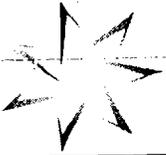
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Handwritten Signature]
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012097

Premium (Two Years) : \$129.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Twelve Thousand, Eight Hundred Ninety-Six and 93/100—DOLLARS (\$12,896.93) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-1; Lot "C"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

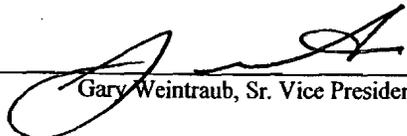
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

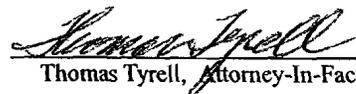
Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California
Limited Partnership – Managing Member
By: Century Homes Communities, a California
Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101

PHONE (626) 535 0855 - FAX (626) 535 0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

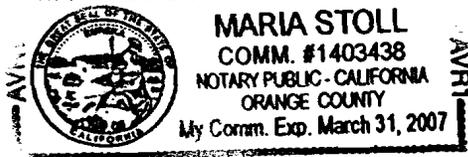
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

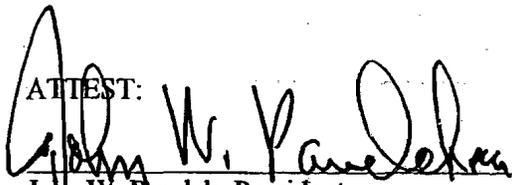
RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

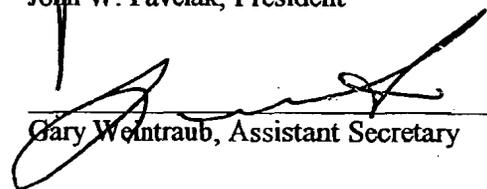
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President


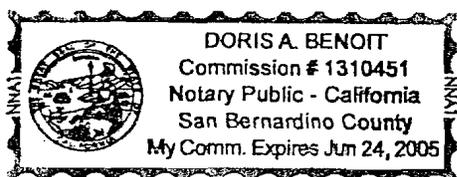
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

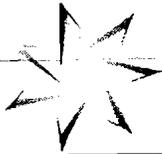
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012097
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Six Thousand, Four Hundred Forty-Eight and 46/100—DOLLARS (\$6,448.46) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-1; Lot “C”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

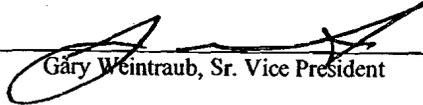
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

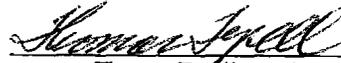
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

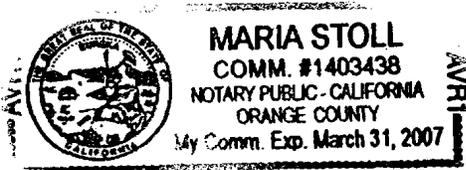
State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR?

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

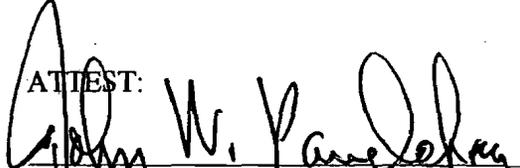
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

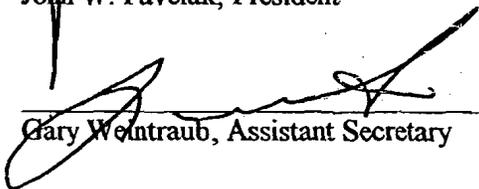
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



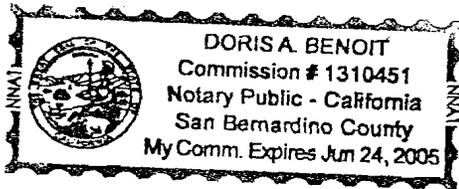
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

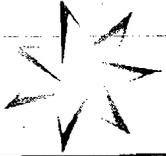
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012099

Premium (Two Years) : \$129.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Twelve Thousand, Nine Hundred Twenty-Six and 63/100—DOLLARS (\$12,926.63) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-2; Lot "D"

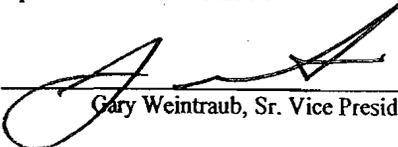
NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

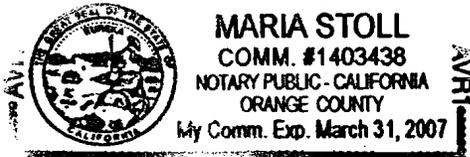
State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)
- ATTORNEY-IN-FACT
- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)
Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

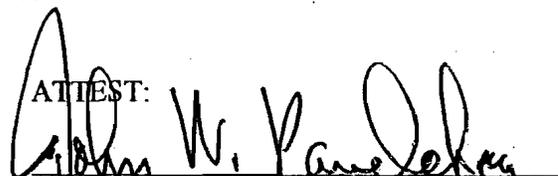
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

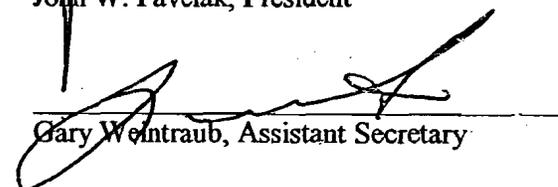
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



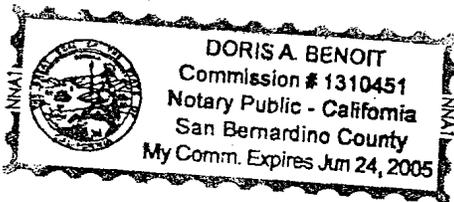
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

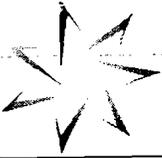
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012099
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Six Thousand, Four Hundred Sixty-Three and 31/100 DOLLARS (\$6,463.31) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-2; Lot “D”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

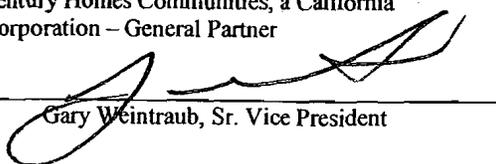
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

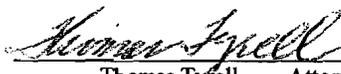
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

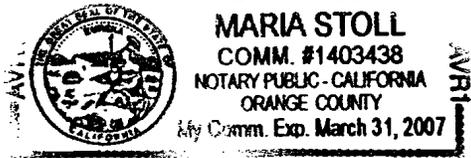
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE (S)
- ATTORNEY-IN-FACT
- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR⁷

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)
Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

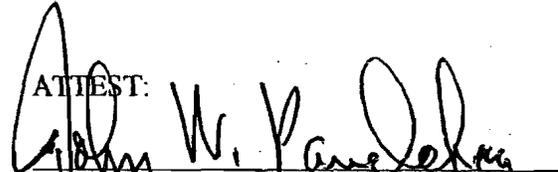
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

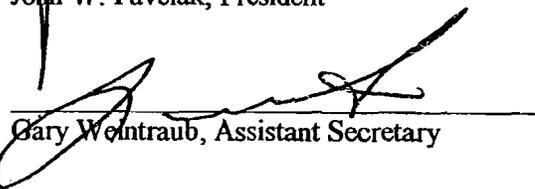
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President

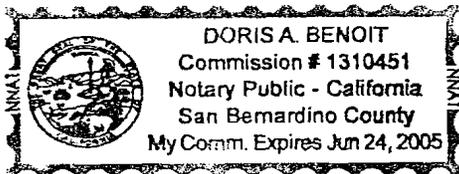


Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

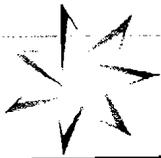
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012100

Premium (Two Years) : \$281.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Twenty-Eight Thousand, One Hundred and 24/100—DOLLARS (\$28,100.24) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-2; Lot "E"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

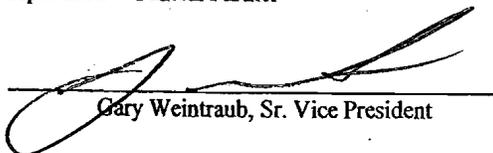
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California
Limited Partnership – Managing Member
By: Century Homes Communities, a California
Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101

PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

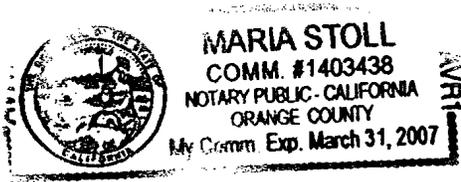
On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S) LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

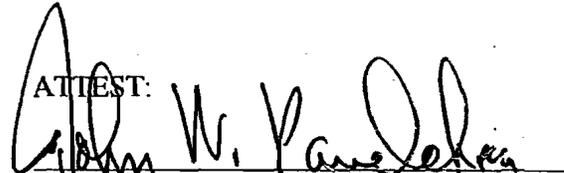
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

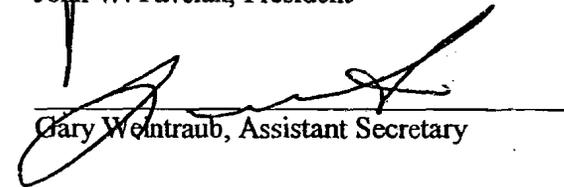
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

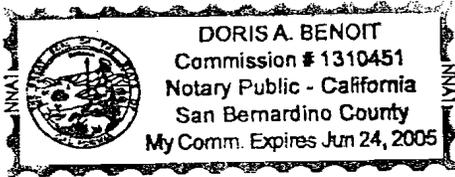

Gary Weintraub, Assistant Secretary

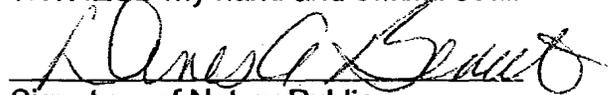
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

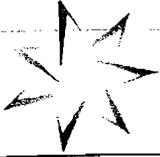
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012100
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Fourteen Thousand, Fifty and 12/100--- DOLLARS (\$14,050.12) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00 , in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-2; Lot “E”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

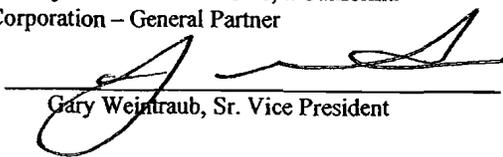
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

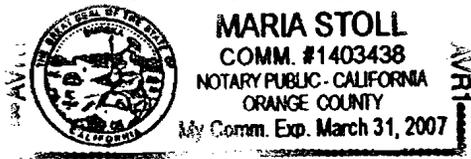
State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

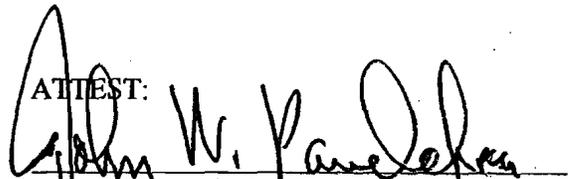
RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

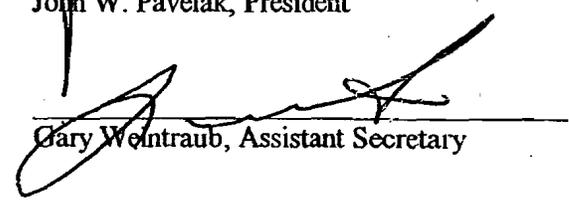
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

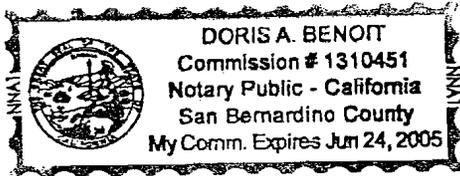
ATTEST:

John W. Pavelak, President


Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

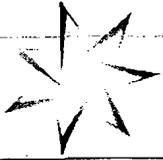
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.


Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012101

Premium (Two Years) : \$309.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Thirty Thousand, Eight Hundred Seventy-Three and 27/100—DOLLARS (\$30,873.27) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-2; Lot "F"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

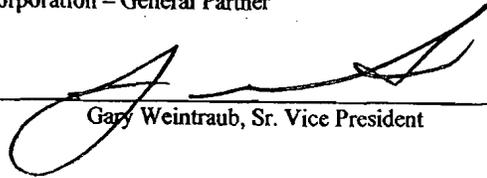
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

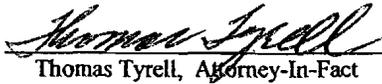
Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

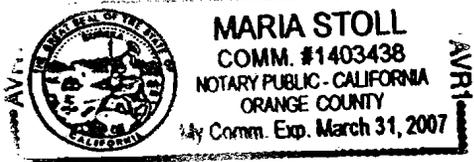
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR?

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

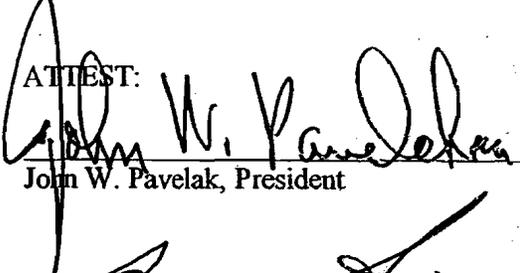
DATE OF DOCUMENT

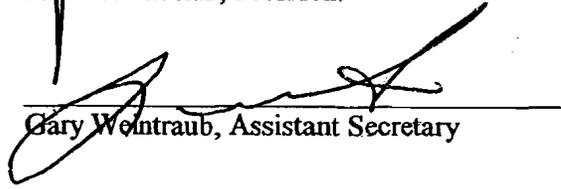
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

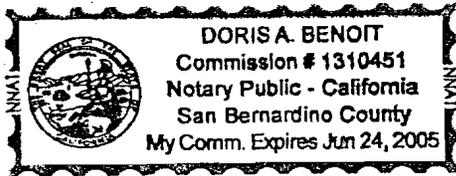

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

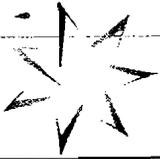
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012101
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Fifteen Thousand, Four Hundred Thirty-Six and 63/100 DOLLARS (\$15,436.63) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-2; Lot "F"

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

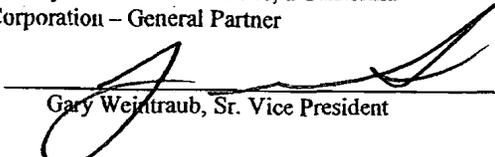
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

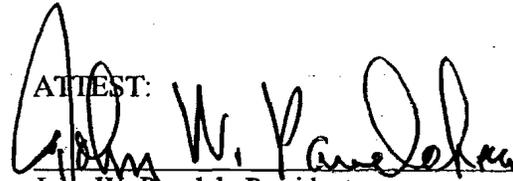
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

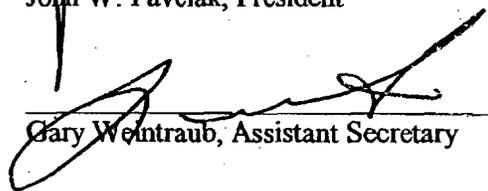
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



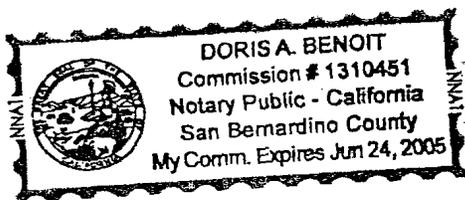
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012102

Premium (Two Years) : \$198.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nineteen Thousand, Seven Hundred Ninety-Eight and 50/100-----DOLLARS (\$19,798.50) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-3; Lot "G"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: **December 7, 2004**

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

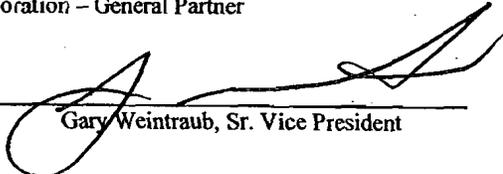
Arch Insurance Company

(Surety)

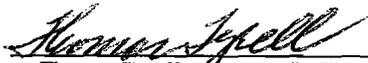
By: Century Crowell Communities, LP, a California Limited Partnership - Managing Member

By: Century Homes Communities, a California Corporation - General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101

PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

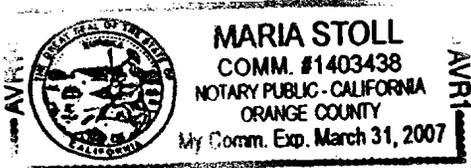
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

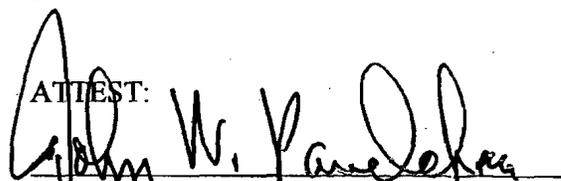
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

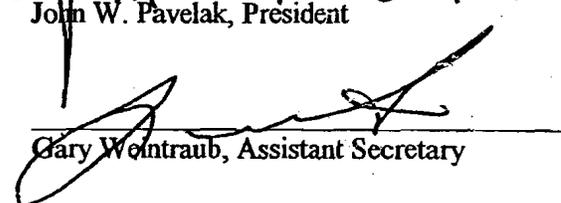
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



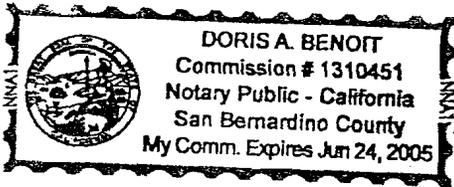
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

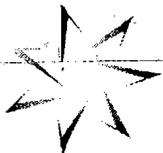
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012102
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Nine Thousand, Eight Hundred Ninety-Nine and 25/100 DOLLARS (\$9,899.25) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-3; Lot “G”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

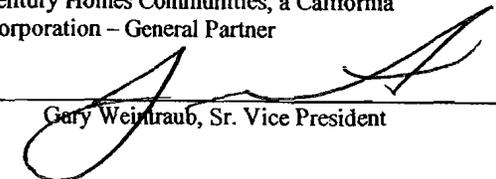
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

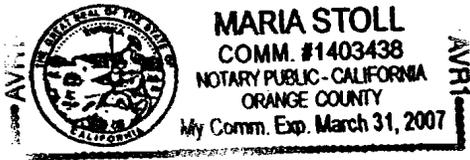
State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE (S)
- ATTORNEY-IN-FACT
- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR?

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

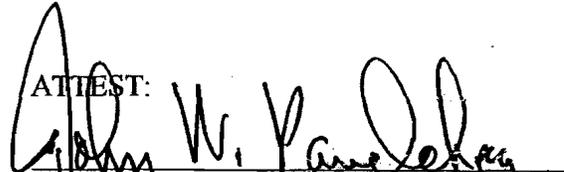
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

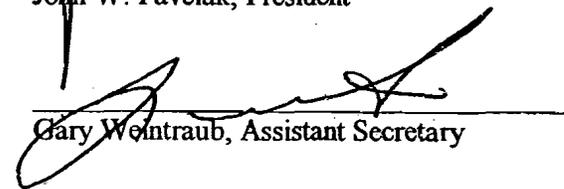
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



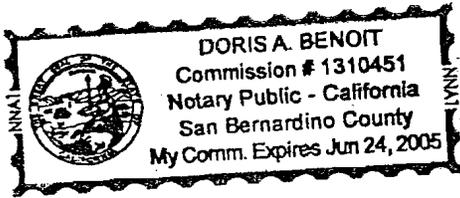
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

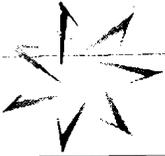
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012103

Premium (Two Years) : \$197.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nineteen Thousand, Six Hundred Seventy-Two and 80/100—DOLLARS (\$19,672.80) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-3; Lot "H"

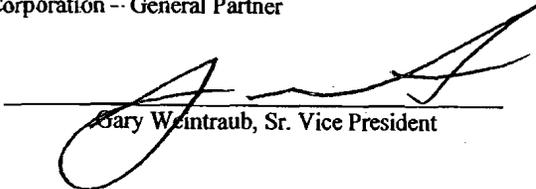
NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

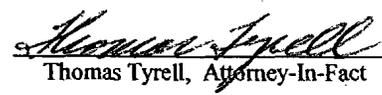
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation -- General Partner

By:  Gary Weintraub, Sr. Vice President

By:  Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

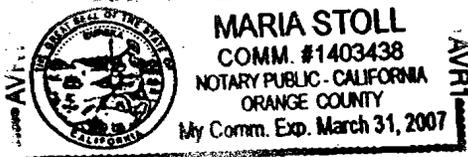
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR?

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

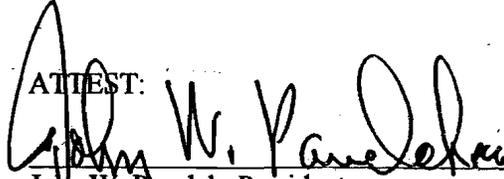
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

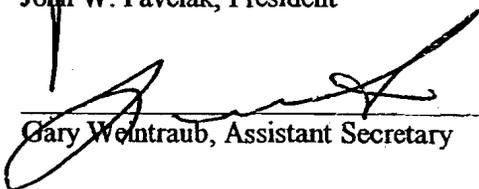
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



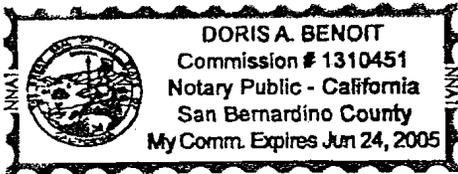
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

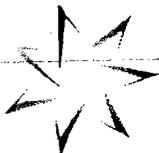
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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ARCH INSURANCE COMPANY

Bond Number : SU 5012103
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Nine Thousand, Eight Hundred Thirty-Six and 40/100 DOLLARS (\$9,836.40) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-3; Lot “H”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

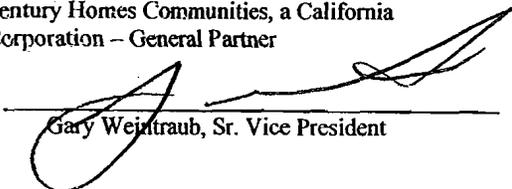
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

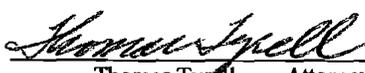
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

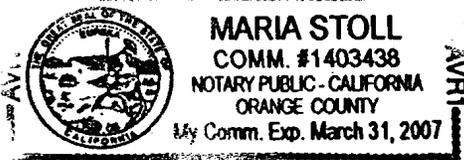
On December 7, 2004 before me, Maria Stoll, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

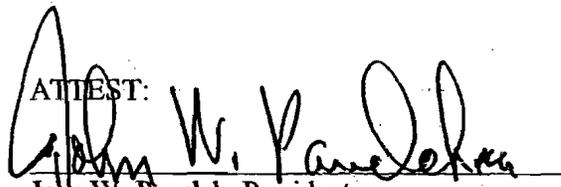
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

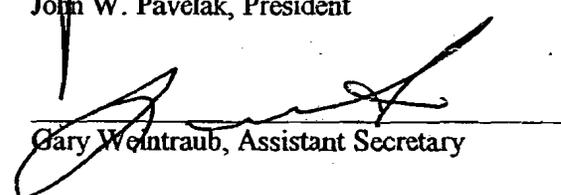
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

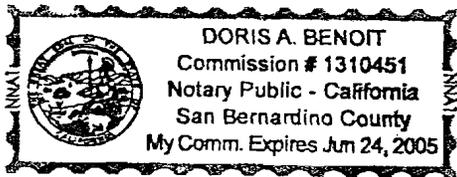

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

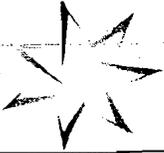
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5013037

Premium (Two Years):\$100.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nine Thousand, Eight Hundred Twenty-Two and 98/100-----DOLLARS (\$9,822.98.) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management Assessment, Santa Barbara at Foxfire Ranch,
Tract# 16574-3, Lot "I"

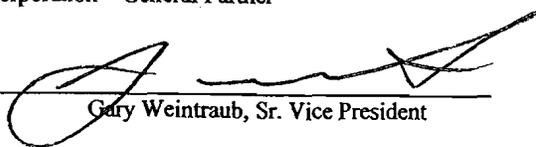
NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: **January 27, 2005**

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

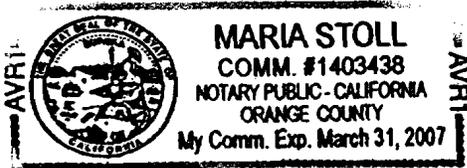
On January 27, 2005 before me, Maria Stoll, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond-Faithful Performance

TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

January 27, 2005

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company

SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On December 27, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Michael Reed, Elizabeth Williams, Sharon Merritt, Kenneth Kim, Jerold Herman and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President, or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Elizabeth Williams, Michael Reed or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia or Michael Reed are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Candace Trude, Michael Reed or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

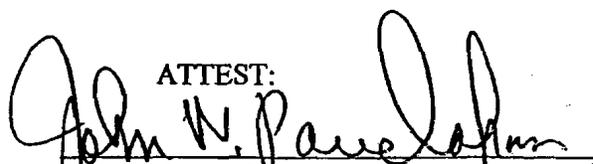
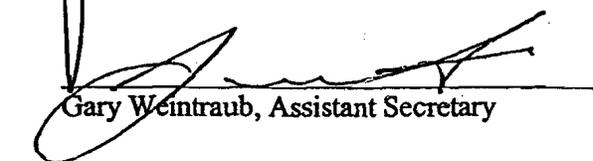
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that John Pavelak, Gary Weintraub, George Mooradian, Elizabeth Williams or Michael Reed are authorized signers on all Recorded Tract Maps on behalf of the Corporation, as general partner of Century Crowell.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: December 27, 2004,

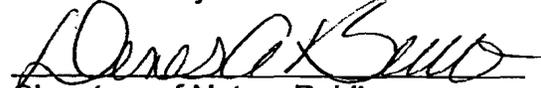
ATTEST:

John W. Pavelak, President

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

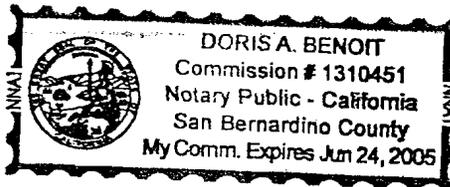
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 28th day of January 2005, before me, **Doris A. Benoit, Notary Public**, personally appeared **Gary Weintraub** personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

this area for Official Notarial Seal



BOND



ARCH INSURANCE COMPANY

Bond Number : SU 5013037
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Four Thousand, Nine Hundred Eleven and 49/100 DOLLARS (\$4,911.49) the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management Assessment, Santa Barbara at Foxfire Ranch
Tract # 16574-3, Lot "I"

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: January 27, 2005

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

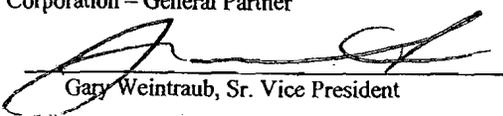
Arch Insurance Company

(Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

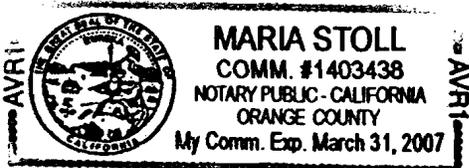
County of Los Angeles

On January 27, 2005 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR?

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond-Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

January 27, 2005
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On December 27, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Michael Reed, Elizabeth Williams, Sharon Merritt, Kenneth Kim, Jerold Herman and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President, or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Elizabeth Williams, Michael Reed or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia or Michael Reed are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Candace Trude, Michael Reed or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

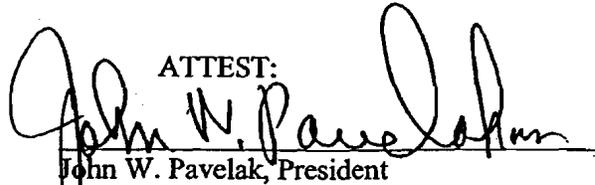
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

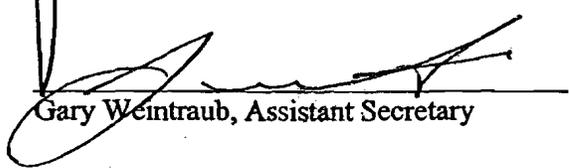
RESOLVED, that John Pavelak, Gary Weintraub, George Mooradian, Elizabeth Williams or Michael Reed are authorized signers on all Recorded Tract Maps on behalf of the Corporation, as general partner of Century Crowell.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: December 27, 2004,

ATTEST:


John W. Pavelak, President

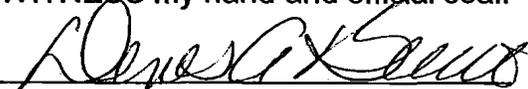

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

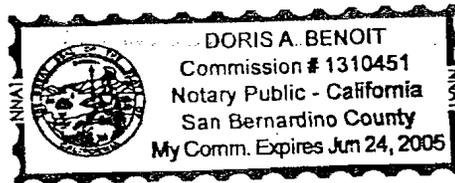
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 28th day of January 2005, before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

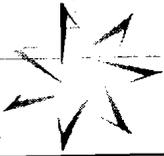
WITNESS my hand and official seal.


Signature of Notary Public

this area for Official Notarial Seal



BOND



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012104

Premium (Two Years) : \$100.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nine Thousand, Four Hundred Sixty-Four and 80/100—DOLLARS (\$9,464.80) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-3; Lot "J"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

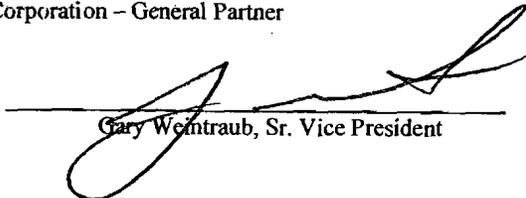
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership -- Managing Member
By: Century Homes Communities, a California Corporation -- General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101

PHONE (800) 505-0055 FAX (800) 505-0070

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.



Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

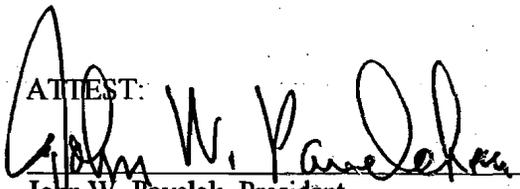
RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

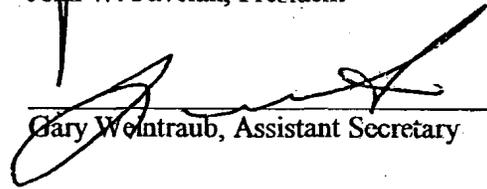
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:

John W. Pavelak, President

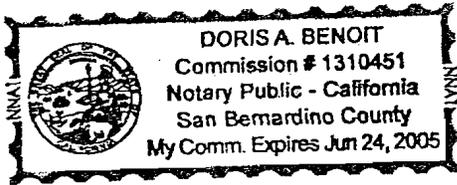

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

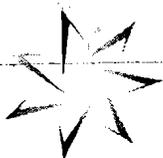
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond No. SU 5012104

Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Four Thousand, Seven Hundred Thirty-Two and 40/100 DOLLARS (\$4,732.40) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-3; Lot “J”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

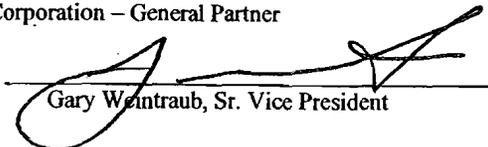
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney In Fact

DIRECT CORRESPONDENCE TO:
ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101
PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

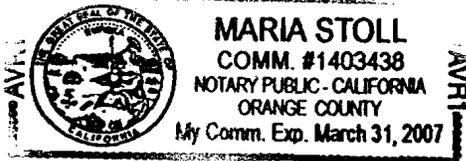
On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

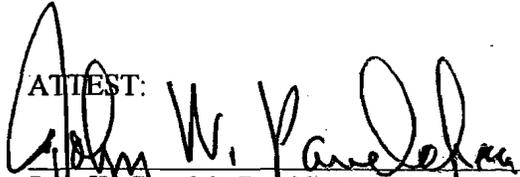
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

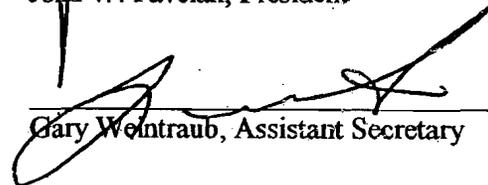
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

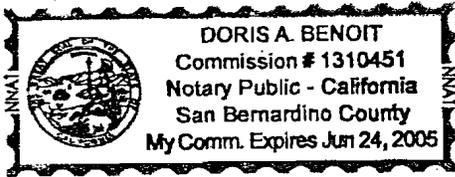

Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012105

Premium (Two Years) : \$100.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nine Thousand, Three Hundred Ninety-Nine and 46/100 DOLLARS (\$9,399.46) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-4; Lot "K"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

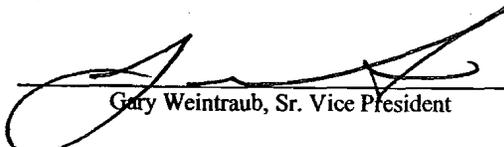
SIGNED, SEALED, DATED: December 7, 2004

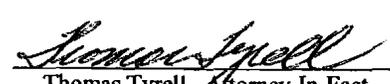
Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California
Limited Partnership - Managing Member

By: Century Homes Communities, a California
Corporation - General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

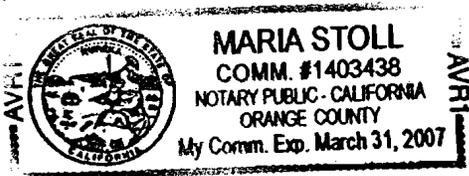
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

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WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

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RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

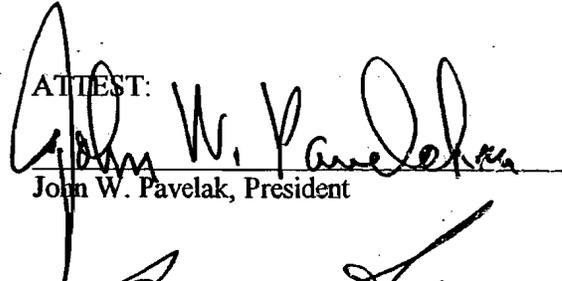
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

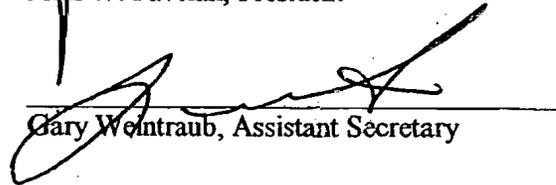
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



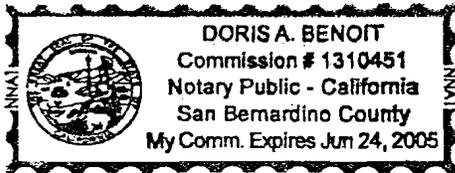
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

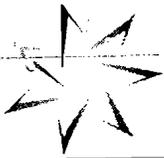
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012105
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Four Thousand, Six Hundred Ninety-Nine and 73/100 DOLLARS (\$4,699.73) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-4; Lot “K”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

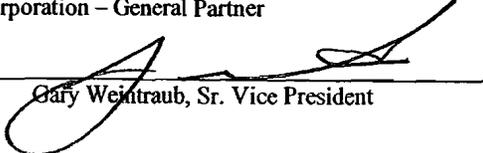
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By:


Gary Weiktraub, Sr. Vice President

By:


Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

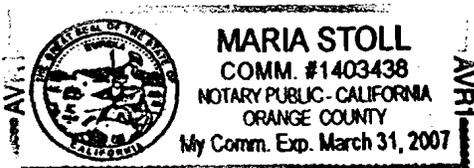
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

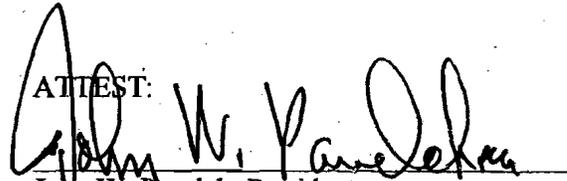
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

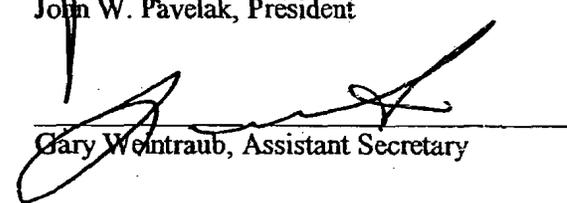
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

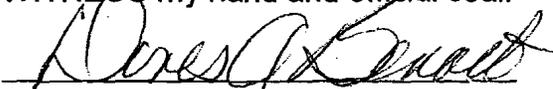

Gary Weintraub, Assistant Secretary

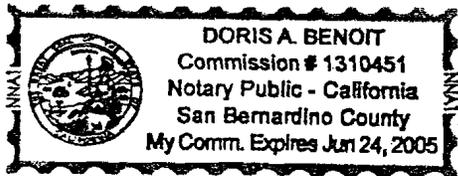
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

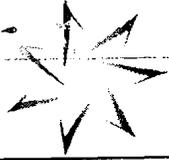
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012106

Premium (Two Years) : \$181.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Oblige, in the sum of Eighteen Thousand, One Hundred Twenty and 33/100—DOLLARS (\$18,120.33) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Oblige to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-4; Lot "L"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

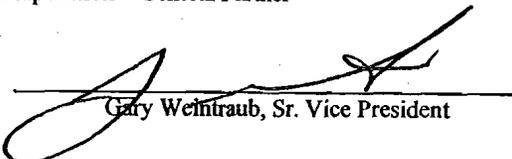
SIGNED, SEALED; DATED: December 7, 2004

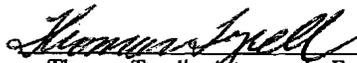
Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Wehtraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

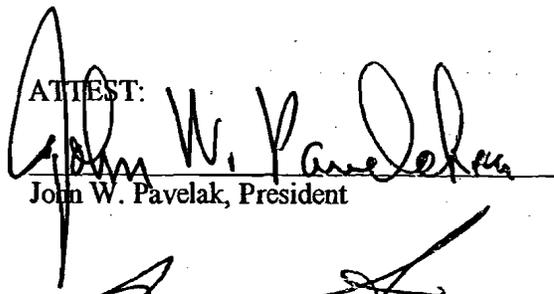
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

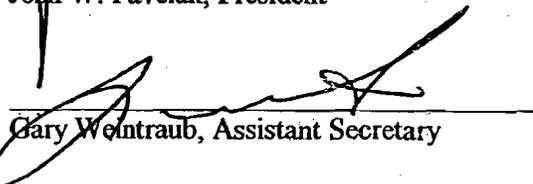
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



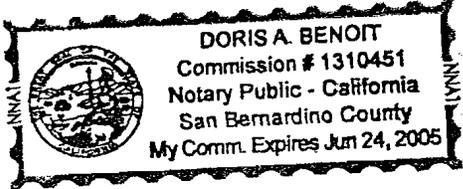
Gary Weintraub, Assistant Secretary

CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

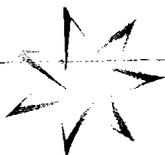
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Doris A. Benoit
Signature of Notary Public

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ARCH INSURANCE COMPANY

Bond Number : SU 5012106
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Nine Thousand, Sixty and 16/100 DOLLARS (\$9,060.16) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-4; Lot “L”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

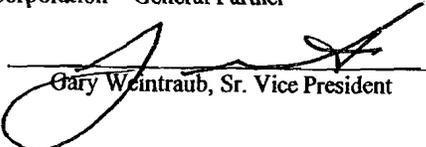
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

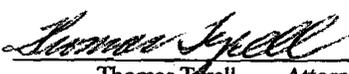
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY 135 N. LOS ROBLES AVE. PASADENA, CA 91101

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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



MARIA STOLL
COMM. #1403438
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Exp. March 31, 2007

AVR1

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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

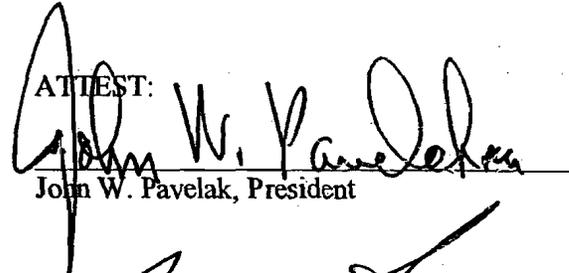
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

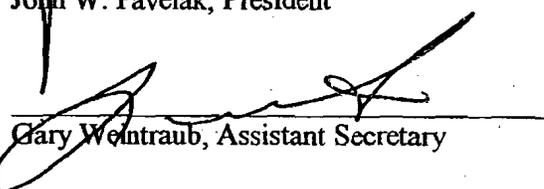
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



Gary Weintraub, Assistant Secretary

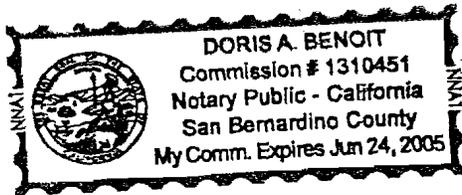
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012107

Premium (Two Years) : \$100.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nine Thousand, One Hundred Twenty-Two and 18/100-----DOLLARS (\$9,122.18) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-4; Lot "M"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

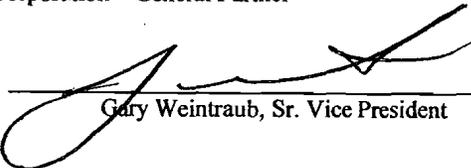
Arch Insurance Company

(Surety)

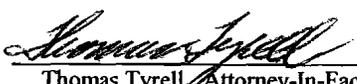
By: Century Crowell Communities, LP, a California
Limited Partnership - Managing Member

By: Century Homes Communities, a California
Corporation -- General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.



WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR⁷

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

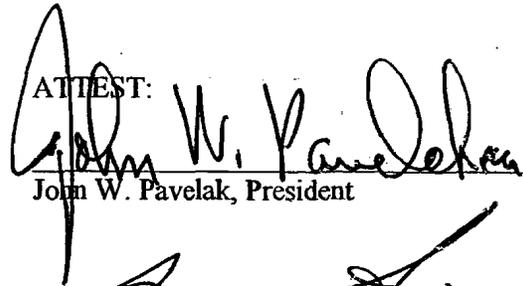
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

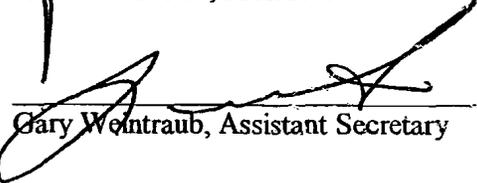
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



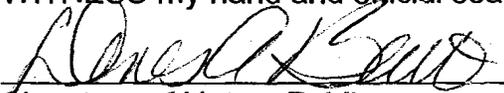
Gary Weintraub, Assistant Secretary

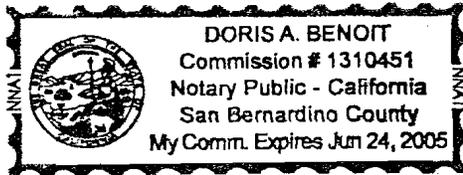
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

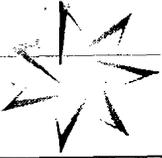
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012107
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Four Thousand, Five Hundred Sixty-One and 09/100 DOLLARS (\$4,561.09) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-4; Lot “M”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

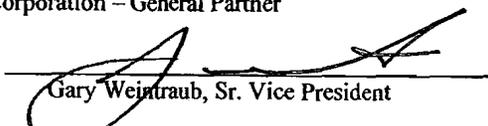
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

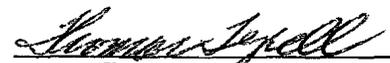
SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

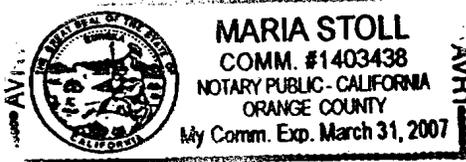
County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company

SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004

DATE OF DOCUMENT

POWER OF ATTORNEY

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its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

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WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

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RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

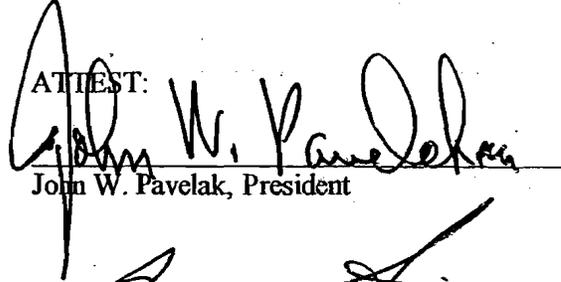
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

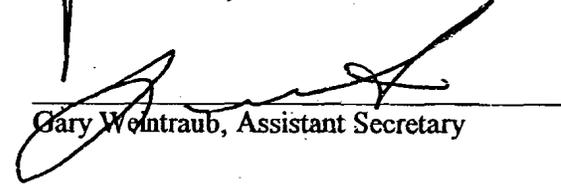
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



Gary Weintraub, Assistant Secretary

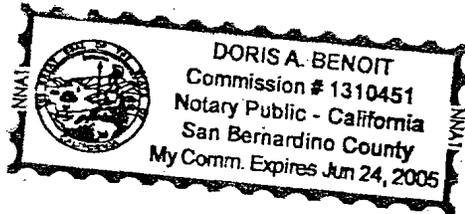
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

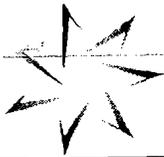
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012108

Premium (Two Years) : \$223.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Twenty-Two Thousand, Two Hundred Ninety-Five and 91/100—DOLLARS (\$22,295.91) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-4; Lot "N"

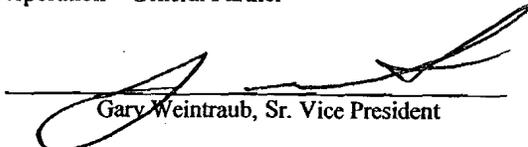
NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

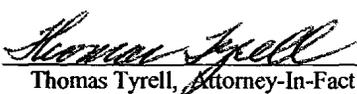
SIGNED, SEALED, DATED: **December 7, 2004**

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE (S)
- ATTORNEY-IN-FACT
- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR?

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint
Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

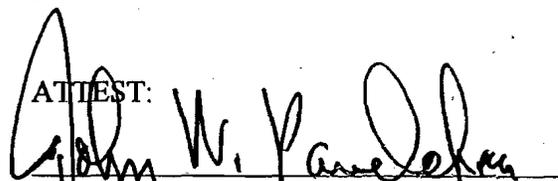
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

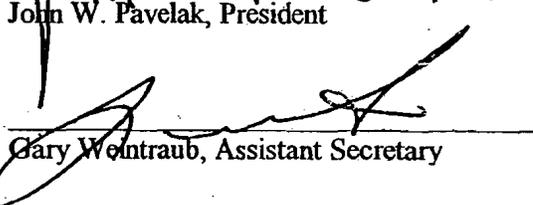
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President


Gary Weintraub, Assistant Secretary

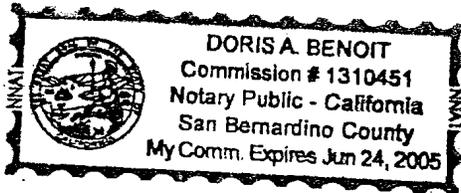
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

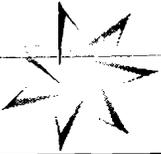
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012108
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Eleven Thousand, One Hundred Forty-Seven and 95/100 DOLLARS (\$11,147.95) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-4; Lot “N”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

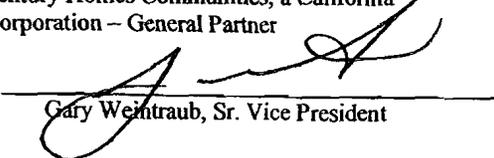
This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: December 7, 2004

Century Crowell-Santa Rosa, LLC, a California Limited Liability Company
(Principal)

Arch Insurance Company (Surety)

By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member
By: Century Homes Communities, a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

By: 
Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

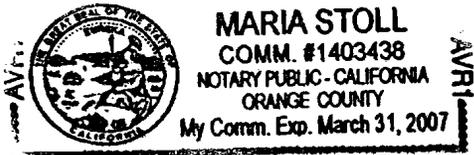
personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.



Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR⁷

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

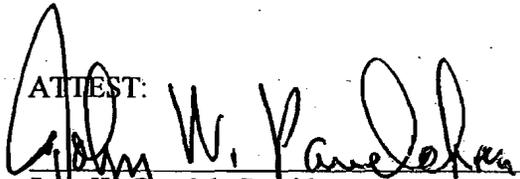
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

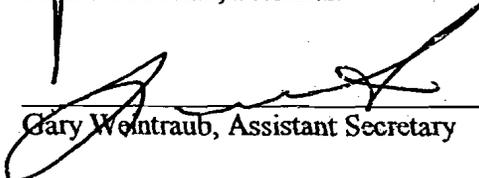
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



Gary Weintraub, Assistant Secretary

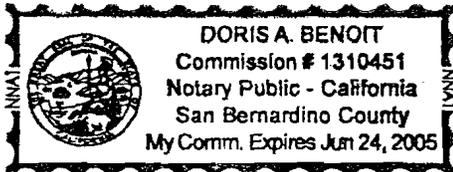
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

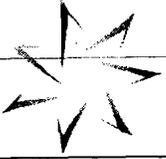
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5012109

Premium (Two Years) : \$100.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, as Obligee, in the sum of Nine Thousand, Three Hundred Eighteen and 20/100 DOLLARS (\$9,318.20) which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management - Santa Barbara at Foxfire Ranch, Tract 16574-5; Lot "O"

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: **December 7, 2004**

Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

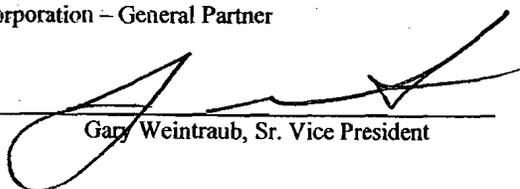
Arch Insurance Company

(Surety)

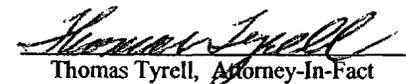
By: Century Crowell Communities, LP, a California
Limited Partnership – Managing Member

By: Century Homes Communities, a California
Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101

PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

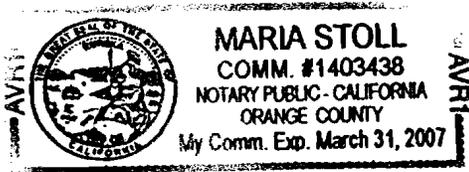
State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence 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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE (S)
- ATTORNEY-IN-FACT
- PARTNER (S) LIMITED
- GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

December 7, 2004
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)
Arch Insurance Company
SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

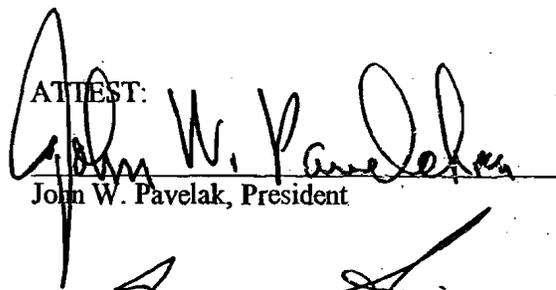
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

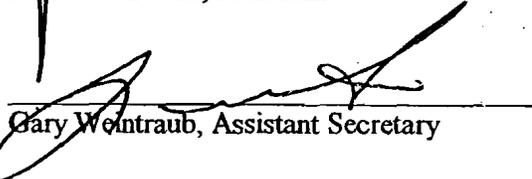
RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:



John W. Pavelak, President



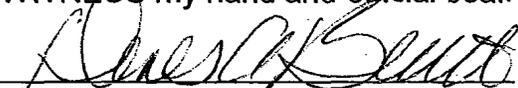
Gary Weintraub, Assistant Secretary

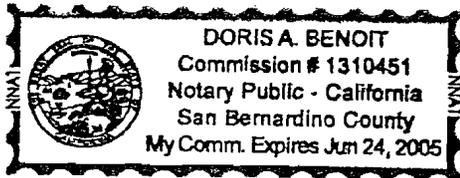
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

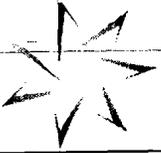
On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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INTENTIONALLY



ARCH INSURANCE COMPANY

Bond Number : SU 5012109
Premium: Included in F.P. Bond

SUBDIVISION BOND LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company as Principal, and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Four Thousand, Six Hundred Fifty-Nine and 10/100 DOLLARS (\$4,659.10) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated 00/00/00, in which said Principal agrees to construct designated public improvements, as follows:

Landscape Management – Santa Barbara at Foxfire Ranch, Tract # 16574-5; Lot “O”

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: December 7, 2004

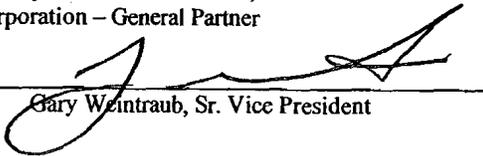
Century Crowell-Santa Rosa, LLC, a California Limited Liability Company (Principal)

Arch Insurance Company (Surety)

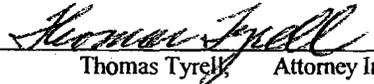
By: Century Crowell Communities, LP, a California Limited Partnership – Managing Member

By: Century Homes Communities, a California Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney In Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 7, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence 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



MARIA STOLL
COMM. #1403438
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Exp. March 31, 2007

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.

WITNESS my hand and official seal.

Maria Stoll
SIGNATURE OF NOTARY

OPTIONAL

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INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR?

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

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SIGNER (S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Labor & Material/Payment
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

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DATE OF DOCUMENT

POWER OF ATTORNEY

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Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

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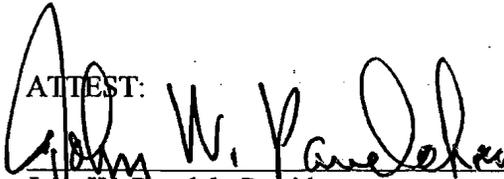
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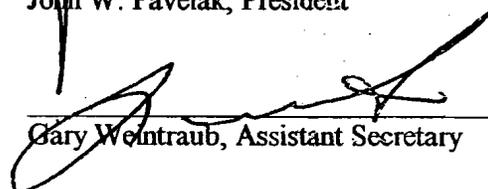
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RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President


Gary Weintraub, Assistant Secretary

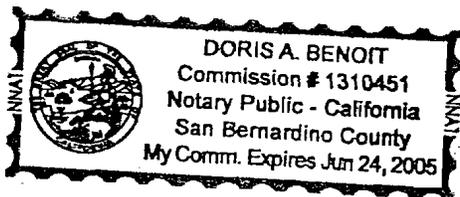
CALIFORNIA ALL PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 16th day of December, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Adele Mosher *AM*
Assistant Director of Finance

DATE: August 23, 2007

SUBJECT: PRESENTATION OF REQUEST TO WAIVE FURTHER READING AND TO ADOPT RESOLUTION NO. 07-309 AUTHORIZING DESTRUCTION OF RECORDS OF THE FINANCE DEPARTMENT.

RECOMMENDATION: That the City Council adopt Resolution No.07-309

FISCAL IMPACT: None

Budget Amount:
Budget Account No.:

--Finance Dept. Use Only--
Additional Appropriation:

No
 Yes/\$Amount:

Asst. Finance Director Review and
Approval *AM*

DISCUSSION: Government Code Section 34090 authorizes the head of a city department to destroy any city records and documents which are over two years old under his or her charge, without making a copy thereof, after the same are no longer required, upon the approval of the City Council by resolution and the written consent of the City Attorney.

The records listed on Exhibit "A" of Resolution No. 07-309 have been approved for destruction by the City Attorney, in accordance with Government Code Section 34090.

AM/pr
Attachments

RESOLUTION NO. 07--309

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
GIVING APPROVAL AND AUTHORIZATION TO DESTROY CERTAIN
RECORDS OF THE FINANCE DEPARTMENT**

THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, it has been determined that certain City records under the charge of the following City department are no longer required for public or private purposes:

Finance Department

and

WHEREAS, it has been determined that destruction of the above-mentioned materials is necessary to conserve storage space and reduce staff time, expense, and confusion in handling and informing the public; and

WHEREAS, Section 34090 of the Government Code of the State of California authorizes the head of a city department to destroy any city records and documents which are over two years old under his or her charge, without making a copy thereof, after the same are no longer required upon the approval of the City Council by resolution and the written consent of the City Attorney; and

WHEREAS, said records have been approved for destruction by the City Attorney.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That approval and authorization is hereby granted to destroy those records described as Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Finance Director shall certify to the adoption of this resolution and thenceforth and thereafter the same shall be in full force and effect.

MEMORANDUM



DATE: August 7, 2007

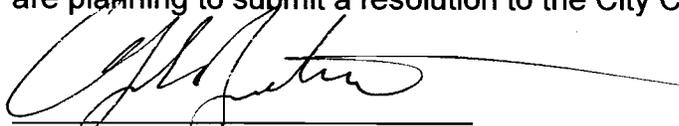
FROM: Adele Mosher, Assistant Director of Finance *AM*

TO: Andre deBortnowsky

SUBJECT: Authorizing Destruction of Records of the Finance Department's Office

Attached with this memo, please find the list of records that we are proposing to have destroyed. Under Section 34090 of the Government Code of the State of California, the head of a City department can destroy any city records and documents which are over two years old under his or her charge, without making a copy thereof, after the same are no longer required upon the written consent of the City Attorney and the approval of the City Council by resolution.

If you concur with the attached list, please sign below and send back to us one copy for our file. Your prompt response with this matter would be greatly appreciated since we are planning to submit a resolution to the City Council, before the end of this month.



Andre deBortnowsky

**List of Items to be destroyed
"Exhibit A"**

Division	Description	Date	#Of Item	
Accounts payable/ payroll	A/P Pink Warrants/Invoices	2001-2002	31 boxes	
	A/P Canceled Checks	2000-2001	4 boxes	
	Payroll Journal Entries	2003-2004	2 boxes	
	Payroll Updates	2003-2004	2 boxes	
	Payroll Checks/Advices	2000-2001	4 boxes	
	Payroll DE6's, 941's, W-2's - calendar year	2002	1 box	
	Payroll Termed Employee Files	2002-2003	2 boxes	
	Time Sheets	1999-2000	4 boxes	
	Payroll Canceled Checks	1999-2000	2 boxes	
	Data Tapes - SSA & W-2's - calendar year	1988	2 boxes	
	A/P Check Register/Commercial Demand	2001-2002	1 box	
	A/P Check Register/Commercial Demand	1997-1998	1 box	
	A/P Purchase Orders #1200 - 1699	2001-2002	1 box	
	Diesel Fuel Tax Returns	1997-2002		
	& Underground Storage Tax Returns	1998-2002	1 box	
General Ledger	Journal entries, manual	2003-2004	5 boxes	
	Journal entries, template	2003-2004	2 boxes	
	Journal entries, manual	2002-2003	7 boxes	
	Budget workseets	2001-2002	1 box	
	State receipts, surveys, transfer of fund and interoffice correspondences	1999-2000	6 boxes	
	State receipts, surveys, transfer of fund and interoffice correspondences	2000-2001	6 boxes	
Revenue/ Cashier	Cashier receipt backup	Jan-Dec 2002	12 boxes	
	Business License	prior to 2002	22 boxes	
	Paid Invoices	F/Y 03/04	2 boxes	
	Golf Jes	FY02/03	1 box	
	Green Tree Golf Daily Envelopes	Jan-Oct 2002	8 boxes	
	Westwinds Golf Daily Envelopes	Jan-Oct 2002	5 boxes	
	Green Tree & Westwinds Daily Envelopes (combined)	Nov-Dec 2002	2 boxes	
	Hook Daily Reports	Sept 01-Aug 02	4 boxes	
	Transit Tally Sheets	July 01 - Dec 02	3 boxes	
	Bank Reconciliations	F/Y 01/02	1 box	
	Paid Liens	12/03 - 4/04	1 box	
	Sanitation:			
	Bad Debts	2003-2005	1 box	
	Lien Releases	8/8/2004	2 boxes	
	Correspondence	8-18-04 - 4-1-05	2 boxes	
Co.responderice	6-7-04 - 8-9-04	1 box		
Sanitation	payment stubs	7/1/03-8/5/03	1 box	
	payment stubs	8/5/03-9/22/03	1 box	
	payment stubs	9/23/03-11/10/03	1 box	
	payment stubs	11/12/03-12/9/03	1 box	
	payment stubs	12/10/03-1/31/04	1 box	
	payment stubs	2/1/04-2/26/04	1 box	

List of Items to be destroyed
"Exhibit A"

	filing	5/1/03-8/19/03	1 box
	payments recd	5/1/03-11/30/03	1 regs
	payment summary	2002	1 regs
	payment summary	2003	1 regs
	daily payment sum	7/1/03-12/31/03	1 regs
	daily payment sum	1/1/03-6/30/03	1 regs
	daily payment sum	4/02-12/02	1 regs
	delinquent register	2003	1 regs
	new accts summary	2003	1 regs
	weight slips	2001	1 box
	RO/COMP BILLING/BACK-UP	3/01-12/01	1 box
	RO/COMP BILLING/BACK-UP	11/01-10/02	1 box
	payment stubs	3/04	1 box
	payment stubs	4/04	1 box
	payment stubs	5/04	1 box
	payment stubs	6/04	1 box
	filing	8/20-11/25/03	1 box
	filing	11/25/03-3/1/04	1 box
	filing	4/1-5/13/04	1 box
	filing	5/14/04-6/30/04	1 box
	payment summary (daily)	1/04-6/04	1 box
	Code Enforcement Files--closed	2002	1 box
Purchasing	Project folders	1999-2000	5 boxes

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY: Glen Casanova *GC*
Director of Municipal Utilities

DATE: August 23, 2007

SUBJECT: Approval of the fiscal year 2007-2008 portion of the O&M contract with Walters Power International, L.L.C.

RECOMMENDATION: That the Honorable City Council approve \$2,376,224.00 for the fiscal year 2007-2008 (months 5 through 16) portion of the two-year operations and maintenance contract with Walters Power International, L.L.C.

FISCAL IMPACT: \$2,376,224.00

Budget Amount: \$2,376,224.00
Budget Account No.: 521009-25115-70627-00000-52193

--Finance Dept. Use Only--	
Additional Appropriation:	
<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes/\$Amount:
Finance Director Review and Approval <i>Adelle Mesher</i>	

DISCUSSION:

In accordance with Resolution No. R-07-001, adopted January 4, 2007, the City entered into equipment sales agreements with Walters Power International (WPI) for the purchase of bio-fuel generation equipment and services at SCLA Power Plant 1 and the Foxborough Cogeneration Facility. In order to obtain a warranty on this equipment, it was necessary to sign a two (2) year operations and maintenance (O&M) contract with WPI in conjunction with the signing of the equipment sales agreements. On March 20, 2005, the City approved the O&M contract, and ultimately disbursed \$525,207.07 to WPI for O&M services through the end of fiscal year 2006-2007. As planned and originally presented in the fiscal year 2007-2008 proposed budget, O&M services are estimated as not to exceed \$2,376,224.00 for the current fiscal year. This includes a monthly base fee of \$95,933.33, a variable fee of \$0.0171 per kilowatt hour, and a variable warranty fee of \$0.0017 per kilowatt hour. Variable charges will be calculated monthly based on metered output, which averaged 2,528,423 kilowatt hours per month for fiscal year 2006-2007, and is expected to increase as new customers come online at the Southern California Logistics Airport.

Utility staff recommends that Council approve the fiscal year 2007-2008 portion of the operations and maintenance contract, in the amount of \$2,376,224.00, for operations and maintenance services to be provided by Walters Power International, L.L.C.



AGENDA ITEM

CITY COUNCIL MEETING OF: March 20, 2007

SUBMITTED BY: Dana Wellborn *DW*
Acting Director of Municipal Utilities

DATE: March 12, 2007

SUBJECT: Approval of an O&M contract with Walters Power International, L.L.C.

RECOMMENDATION: That the Honorable City Council approve the contract with Walters Power International, L.L.C. in the amount of \$545,000.00 for operations and maintenance services at VMUS facilities.

FISCAL IMPACT: \$545,000.00

Budget Amount: \$545,000.00
Budget Account No.: 521009-25115-70627-00000-52193

DISCUSSION:

In accordance with Resolution No. R-07-001, adopted January 4, 2007, the City has entered into equipment sales agreements with Walters Power International (WPI) totaling \$10,971,193.00 for the purchase of bio-fuel generation equipment and services at SCLA Power Plant 1 and the Foxborough Cogeneration Facility. Warranty services are not typically offered on equipment that has been previously owned and operated, including the bio-fuel units on order. Without an adequate level of warranty services, the City would not be able to uphold the reliability standard as stated in the energy service agreements for electrical service customers. In order to obtain a warranty on this equipment, it was necessary to sign a two (2) year operations and maintenance contract (effective March 5, 2007) with WPI in conjunction with the signing of the equipment sales agreements. WPI possesses the proprietary knowledge and ability to operate and maintain both the bio-fuel equipment on order, and the natural gas equipment currently onsite at these facilities. Operations and maintenance services for the remainder of fiscal year 2006-2007 are not expected to exceed \$545,000.00, which includes a monthly base fee of \$95,933.33, a variable fee of \$0.0171 per kilowatt hour, and a variable warranty fee of \$0.0017 per kilowatt hour. Variable charges will be calculated monthly based on metered output, which currently averages 2,137,848 kilowatt hours per month.

Utility staff recommends that Council approve the operations and maintenance contract with Walters Power International, L.L.C. for the duration of two (2) years and obtain a warranty to uphold the reliability standard as stated the energy service agreements for electrical service customers.

DW/jd

--Finance Dept. Use Only--
Additional Appropriation:

No
 Yes/\$Amount:

Finance Director Review and
Approval *Op*

**TOTAL MAINTENANCE AND OPERATIONS CONTRACT
BY AND BETWEEN
WALTERS POWER INTERNATIONAL, L.L.C.
AND
VICTORVILLE (CA) MUNICIPAL UTILITY SERVICES**

This Total Maintenance and Operations Contract ("Contract") effective on March 5, 2007 ("Effective Date"), is agreed to between Walters Power International, L.L.C. ("WPI") and Victorville (CA) Municipal Utility Services ("The City of Victorville, California" or the "City") (collectively referred to as the "Parties").

I. Maintenance and Services.

- a. Scope of Work. From the Effective Date of this Contract and through its termination, WPI shall perform the maintenance and services as are more fully described in Exhibit A, Exhibit C, Exhibit D, and Exhibit E to this Contract (hereinafter referred to as the "Maintenance Program" or "Scope of Work"). WPI shall have the right to modify the Maintenance Program, as it deems necessary to accomplish the best overall runtime availability for the equipment that is the subject of this Contract and is detailed on Exhibit B ("Covered Equipment").
 - i. Predictive Maintenance. Through routine monitoring, lube oil analysis and emissions testing, WPI will provide predictive maintenance to insure the proper operation of the Covered Equipment. WPI will assist City personnel in establishing input data for existing computerized maintenance management system software.
 - ii. Troubleshooting and Repair. WPI's field service representatives will provide all necessary unscheduled inspections and repairs for Covered Equipment to insure maximum availability on a 24 hours per day, seven days per week basis. Any service that does not affect the safety, reliability or performance of the Covered Equipment, as defined in Exhibit B, will be scheduled at a convenient time to be mutually agreed upon by The City of Victorville, California and WPI.
 - iii. Service Parts. For the Covered Equipment, WPI will provide replacement parts at its expense to cover defects in materials and workmanship as well as normal wear and tear – excluding negligence, and abuse or vandalism by others, threat, fire, or other conditions beyond WPI's control. During the term of this Contract WPI will repair, or, at its option, replace any malfunctioning component or part so that the affected Covered Equipment can be returned to normal duty without incurring unreasonable overtime, parts, tooling or expediting costs.
- b. Standards of Performance. WPI shall perform the Scope of Work in a timely manner with properly trained and qualified personnel. WPI is an independent contractor, and shall be solely responsible for the compensation, training and supervision of its employees and contractors.

c. The City of Victorville, California Responsibility

- i. Furnish office trailer (currently designated for O&M operations) at Foxborough Cogeneration Facility ("FCF") and Southern California Logistics Airport Power Plant I ("SCLA") if determined to be required by City for duration of contract to include all existing amenities, utilities and telephone service. WPI shall indemnify the City from all claims resulting from WPI's negligence, neglect or abuse in operating the provided offices.
- ii. Furnish use of "Hush House" building/facility at SCLA, or suitable substitute, for WPI to utilize for assembly of equipment through final delivery of Covered Equipment to respective FCF and SCLA power plant sites.
- iii. Furnish one 20 ft ISO container at each site (FCF and SCLA) for exclusive use by WPI.
- iv. Furnish load bank for periodic service/testing of Covered Equipment.
- v. Supply of any and all consumables i.e. fuel, lube oil, disposal of fluids and filters.

d. Exclusions. WPI is not responsible for any malfunction, required repair or replacement of any Covered Equipment, including the cost of any associated labor, overhaul, supervision, or freight, as a result of:

- i. Operation, by the City or others, of the Covered Equipment or any related equipment or component not in accordance with recommended operating and maintenance manuals, instructions, procedures or other recommendations of WPI or other applicable manufacturer or supplier, or by other than fully qualified and properly trained personnel.
- ii. Any malfunction of Covered Equipment where such malfunction is caused by or the result of any foreign object damage, or any malfunction of a part or component not covered by this Contract, regardless of the reason for the malfunction of such other part or component provided such malfunction is not caused or covered by WPI.
- iii. Any malfunction caused by the negligence or abuse of the City.
- iv. Failure by the City to supply consumables i.e. fuel, lube oil, disposal of fluids and filters.

2. Term of Contract.

- a. Term. The Contract will commence on its Effective Date and terminate two (2) years thereafter, subject to early termination as set forth in Section 2.b. The City shall have

options to renew for additional one year terms or month to month pursuant to the rate adjustments described in Section 4.a.

b. Termination.

- i. Either Party may terminate this Contract for breach of contract if the non-breaching Party gives the breaching Party thirty days written notice of termination specifying what would otherwise be a material breach and the breaching Party does not effect a cure within ten days from receipt of the written notice ("Cure Period").
- ii. Either Party can terminate this contract in the event of a force majeure occurrence subject to the conditions set forth in Section 11.
- iii. The City shall have the sole right to terminate for convenience following one year after the Effective Date, with thirty days written notice of termination.
- iv. At Termination of this Contract, the Covered Equipment shall be turned over to the City in a condition consistent with the maintenance and repair standards under this Contract, recognizing and allowing for the age, status, utilization, depreciation and normal "wear and tear" of the Covered Equipment.
- v. In the event of a termination of this Contract as specified in Section 2.b.(ii) or Section 2.b.(iii), the City shall be responsible for the payment to WPI for any services under this Contract performed up to the termination of this Contract.

3. Assignment. Neither Party may assign this Contract to any company or entity without the other Party's written consent, which shall not be unreasonably withheld. In the event that either Party desires to assign this Contract, then that Party must provide written notice to the other Party and request written consent before the date of the proposed assignment. A Party is deemed to have consented, should the Party whose consent is requested fail to respond prior to 30 days before the date of the written notice of intent to assign.

4. Rate; Rate Adjustment and Options.

- a. Rate and Rate Adjustment. The Fees and Charges due WPI under this Contract shall be as specified and detailed in Exhibit F and will be adjusted on the yearly anniversary of the term of this Contract based upon changes in the consumer price index of Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Consumers, National (1982-1984 = 100) (the "Index"). Revisions to the Fees and Charges shall be calculated as follows: at each anniversary date of the Contract, the Fees and Charges for the prior year shall be multiplied by a fraction, the numerator of which shall be the Index as of the anniversary on which the adjustment is being made, and the denominator of which shall be the Index for the same month of the prior year. The resulting value calculated in this manner shall constitute the new Fees and Charges, which shall be adjusted in the same manner at the next anniversary. The actual adjustment shall be within the range of 2% minimum and 5% maximum increase annually.

b. Option to Acquire Additional Equipment. WPI shall keep on site two (2) spare engine/generator sets ("Spare Gensets") in support of this Contract performed by WPI for the City. WPI grants to The City of Victorville, California the option to acquire the Spare Gensets and the associated services related to the Spare Gensets under the following prices and conditions:

i. WPI will furnish for support of this Contract one (1) additional MHI S16R-PTAA2 (2000 kW ISO Standby) Engine/Genset in the form of a loose, shrink wrapped engine and alternator and all components that make up one complete genset, with exception of Bi-Fuel kit, base skid and radiator ("2000 kW Spare Genset"). The 2000 kW Spare Genset is owned by WPI and will be stored securely by the City, but with all risk of loss will be borne by WPI, in an environment suitable for this equipment and accessible by WPI and its designated contractors, for eighteen months from date of commissioning of the first WPI supplied unit of Covered Equipment. WPI will provide an option for the City to acquire the 2000 kW Spare Genset per the schedule below:

Month 1 - \$600,000	Month 7 - \$450,000	Month 13 - \$300,000
Month 2 - \$575,000	Month 8 - \$425,000	Month 14 - \$275,000
Month 3 - \$550,000	Month 9 - \$400,000	Month 15 - \$250,000
Month 4 - \$525,000	Month 10 - \$375,000	Month 16 - \$225,000
Month 5 - \$500,000	Month 11 - \$350,000	Month 17 - \$200,000
Month 6 - \$475,000	Month 12 - \$325,000	Month 18 - \$175,000

Further, the cost of optional acquisition will remain at \$150,000 for all months after month 18 that WPI may continue to make such option available to the City which shall have a first right of refusal at the above stated prices, for as long as WPI may store the 2000 kW Spare Genset as indicated above in Victorville for the duration of this Contract, to any offer by others to purchase with 30 calendar days to respond after receiving official notice of such offer.

ii. Also, the City shall have the option to purchase the following additional equipment at the prices set forth below. Costs include full commissioning but DO NOT include installation costs.

A. A skidded genset with radiator, emissions systems and controls to match other BFG 1.5MW units installed in FCF – for a price not to exceed \$505,000.

B. A packaged quiet unit similar to BFG 1.5MW for FCF Phase B/SCLA – for a price not to exceed \$200,000.

iii. WPI will furnish for eighteen months from date of commissioning of the first WPI supplied unit one (1) additional MHI S16R-PTA (1650 kW ISO Standby) Engine/Genset in the form of a fully containerized/packaged genset ("1650 kW

Spare Genset”) at SCLA. The 1650 kW Spare Genset will be without upgrades for Bi-Fuel, Bio-Fuel, emissions or load following control, will be owned by WPI and will be stored securely by the City in an environment suitable for this equipment and accessible by WPI and its designated contractors. All risk of loss will be borne by WPI. WPI will provide an option for the City to acquire the SCLA Spare Genset per the schedule below:

Month 1 - \$500,000	Month 7 - \$380,000	Month 13 - \$260,000
Month 2 - \$480,000	Month 8 - \$360,000	Month 14 - \$240,000
Month 3 - \$460,000	Month 9 - \$340,000	Month 15 - \$220,000
Month 4 - \$440,000	Month 10 - \$320,000	Month 16 - \$200,000
Month 5 - \$420,000	Month 11 - \$300,000	Month 17 - \$180,000
Month 6 - \$400,000	Month 12 - \$280,000	Month 18 - \$160,000

Further, the cost of optional acquisition will remain at \$140,000 for all months after 18 that WPI may continue to make such option available to the City which shall have a first right of refusal at the above stated prices, for as long as WPI may store the 1650 kW Spare Genset as indicated above in Victorville for the duration of this Contract, to any offer by others to purchase with 30 calendar days to respond after receiving official notice of such offer. Costs include full commissioning but DO NOT include installation costs.

- iv. The City shall have the option to purchase the following upgrades at the prices set forth below:
 - A. Within existing container package, with added emissions systems and controls to match other BFG 1.25MW units installed at SCLA – not to exceed \$452,500.
- v. Should the City elect to exercise the option and purchase the Spare Gensets, WPI shall promptly invoice the City on net 30 days terms of payment. No warranty whatsoever will apply other than a warranty that the engine and alternator are guaranteed to operate and function as new and make full rated load. WPI will promptly replace any parts or major components used from the Spare Gensets at WPI expense and assist the City at additional cost in upgrading packaged or packaging genset as the City may request (see Not to Exceed Upgrade costs above). Upon notifying the City that the unit is no longer available for sale, WPI shall remove the Spare Genset from the City storage within 30 days.
- c. Taxes. The monthly fee does not include any sales, use, excise, or similar tax, and all such taxes and duties are the responsibility of The City of Victorville, California. Any such tax charge applicable to the services, materials or parts furnished hereunder shall be paid by The City of Victorville, California except to the extent The City of Victorville, California provides WPI with a tax exemption certificate acceptable to the tax authorities.

- d. No Offsets. The City of Victorville, California acknowledges that this Contract is for pre-paid service work and The City of Victorville, California obligation to pay each and every monthly and per kilowatt hour generated fee as due for the term of this Contract, or until the end of this Contract in the event of termination by either party, is material to WPI's continued performance and shall be absolute. This means, for example, that The City of Victorville, California shall not be entitled to any abatement of any fee or reduction or setoff against any fee due to any present or future claim The City of Victorville, California may have against WPI.
- e. Scheduling. The objective of the parties under this Contract is to obtain improved equipment efficiency and more effective utilization of the Covered Equipment while minimizing down time. To that end, for tasks hereunder requiring engine shutdown, WPI will cooperate with The City of Victorville, California to schedule all work hereunder such as to minimize The City of Victorville, California disruption and down time. WPI and The City of Victorville, California shall schedule WPI's services, except for non-scheduled emergency maintenance, at times mutually agreed upon. WPI shall coordinate all scheduling consistent with existing City Energy Services Agreements considerations to the fullest extent possible.

5. Payment for Maintenance Services.

- a. For each month that this Contract remains in effect, The City of Victorville, California shall pay WPI the Monthly Fee, the Variable Fee and the Variable Warranty Fee and an Annual Fee shall be paid, as specified on Exhibit F.
- b. Each month WPI will invoice the City and the City will pay to WPI, in advance, the Monthly Fee. WPI will also invoice the City and the City will pay to WPI the Variable Fee and the Variable Warranty Fee for the previous month. WPI will also invoice the City and the City will pay WPI for any additional services requested by the City and provided by WPI in the previous month. The City shall promptly provide WPI with a certifiable copy of each month meter data, no later than the seventh City business day of each month, for all City electric utility customers and/or other gross or net plant electric meters as may be installed (presumed as sales to the City customers) defined as "Metered Output" as indicated in Exhibit F from Covered Equipment. That verifiable kWh amount shall be totaled and a parasitic adjustment of plus 6% shall be added for the purposes of calculation of the monthly Variable Fee and Variable Warranty Fee related invoicing. Any applicable sales, use or similar taxes will be added unless proof of exemption is provided. All amounts for per kilowatt generated fee and services shall be paid to WPI within 30 days of receiving WPI invoice. Past due amounts shall bear interest at 1 ½% per month. For the final month of services provided by this contract, only the Variable Fee, Variable Warranty Fee, and any additional services requested by the City and provided by WPI in the previous month shall be due and payable in the month after termination of services. Nonpayment of an invoice for more than 60 days will constitute material breach of this Contract.

6. Law and Jurisdiction.

- a. California law. This Contract shall be construed and enforced in accordance with the laws of the State of California.
- b. Dispute Resolution. In the event that suit shall be brought by any party to this Contract, the parties agree that venue shall be exclusively vested in the State courts of the County of San Bernardino or where appropriate, in the United States District Court for the Central District of California.

7. Indemnity.

- a. The City of Victorville, California Indemnities. The City of Victorville, California agrees to defend, indemnify and hold WPI, its agents, employees, directors, officers, service and insures harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, in favor of any person or party, due in part or in whole to the negligence or fault of The City of Victorville, California and any of its subsidiaries, affiliates, companies, agents, employees, directors, officers, service and insures.
- b. WPI's Indemnities. WPI agrees to defend, indemnify and hold The City of Victorville, California, its subsidiaries and affiliate companies, agents, employees, directors, officers, service and insurers harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character in favor of any person or party, due in part or in whole to the negligence or fault of WPI, and any of its subsidiaries, affiliates, companies, agents, employees, directors, officers, service and insures.

Each party shall notify the other immediately of any claim, demand or suit either presented to that party or served upon that party resulting from the work performed under this Contract.

8. Consequential Damages. WPI shall not be liable to the City, and the City shall not be liable to WPI, for incidental, indirect, punitive, exemplary, special or consequential loss or damage arising out of or relating to this Contract, including, but not limited to, loss of use, loss of profit, loss of revenue, principal office expenses, delay, loss by reason of plant shutdown or inability to operate at rated capacity, increased cost of providing the Maintenance Program, debt service, rental payments or contractual damages incurred by the City or WPI to others.
9. Limitation of Liability. WPI's maximum liability under this Contract, arising from any cause whatsoever, whether based in contract, warranty, tort (including negligence), and strict liability or otherwise, shall not exceed the limits of WPI's insurance required by this Contract, in the absence of fraud or willful misconduct on the part of WPI. Except as provided in Section 8 of this Contract, if fraud or willful misconduct on the part of WPI is present, there shall be no limitations on WPI's liability.
10. Insurance. WPI and/or its agents or subcontractors shall obtain and maintain throughout the term of this Contract insurance of the following types and amounts:

- a. Workers Compensation and Employers Liability insurance covering all of their employees who perform any of the obligations of the WPI. Employers Liability coverage limits shall be \$1,000,000 policy limit.
 - b. Commercial General Liability insurance covering all operations under the Contract. Limits of insurance shall be \$1,000,000 personal injury and \$2,000,000 property damage.
 - c. Auto Liability insurance on all motor vehicles used in connection with the Contract including Owned, Non-Owned and Hired vehicles. The coverage shall not be less than \$1,000,000 combined single limit per accident.
 - d. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the City, as required by the City of Victorville Finance Department, and shall name the City and VMUS as additional insured.
 - e. Upon or prior to the fifteenth (15th) day following the Effective Date under the Contract, WPI shall furnish the City a Certificate of Insurance evidencing compliance with the foregoing requirements and shall provide not less than 30 days prior written notice to the City of any cancellation or material change in the insurance.
11. Force Majeure. A delay in, or total or partial failure of performance by either Party hereto other than failure to pay any money owed, does not constitute default, breach of contract, or give rise to any Claim for damages if, and to the extent that such delay or failure is caused by any occurrence that is beyond the reasonable control of the affected Party. Such force majeure occurrences include acts of God, acts of governmental authorities, strikes or job actions, and acts of parties over which the affected Party has no control. In the event of a force majeure occurrence, the affected Party shall give notice no later than 24 hours after the occurrence begins. If the force majeure occurrence continues uninterrupted for 30 days (or 45 out of 90 consecutive days), either Party may terminate this Contract upon 10 days prior written notice.
12. Confidentiality. The City of Victorville, California shall keep all WPI data, information, drawings and records acquired before or during this Contract strictly confidential and shall not disclose them to any person without WPI's prior written consent. All materials, in any invention (whether or not patentable) works of authorship, trade secrets, ideas, concepts and trade of service marks (collectively "invention") created, conceived, prepared, or provided by WPI during the term of this Contract shall belong exclusively to WPI. The City of Victorville, California agrees (a) to treat, and to obligate all of its employees to treat, all information and inventions as secret and confidential, whether or not they are as identified as confidential; (b) not to disclose to any third party or use of any Invention or other information. This section shall not be interpreted to prohibit the City from complying with all federal and state laws pertaining to disclosure of certain information for public benefit, provided that the disclosure is reasonably directed at compliance with said laws.
13. Separation. In any provision of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to an extent, the remainder of this Contract and the

application of such provision to other person or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

14. Written Consent. This Contract may only be modified by the written consent of the Parties. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreements purporting to modify, vary, supplement or explain any provision of this Contract shall be affected unless in writing and signed by representatives of both Parties authorized to amend this Contract.
15. Counterparts. This Contract may be executed one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same document.
16. Damages for Default; Enforcement. In the event of a default in the performance or observance of any covenant, agreement or obligation as set forth in this Contract, and, if such default remains uncured following the Cure Period set forth in Section 2.b.i above, or such longer period as may be approved by the non-defaulting party in writing in its sole discretion, then the non-defaulting party may declare that an Event of Default has occurred hereunder and may take any one or more of the following actions, at its option:
 - a. By mandamus or other suit, action or proceeding at law or in equity, compel the defaulting party to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the non-defaulting party hereunder; and
 - b. Take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements hereunder or seek damages for failing to abide by the obligations, covenants and agreements hereunder; and
 - c. Terminate this Contract in accordance with Section 2.b above; and
 - d. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.
17. Attorneys' Fees. In any legal proceeding to enforce the terms of or restrain a violation of this Contract, the prevailing party or parties shall be entitled to reimbursement of attorneys' fees from the other party or parties in an amount fixed by the court in the proceeding.
18. Entire Contract. This Contract and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Contract and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Contract and Exhibits hereto. In the event any of the General Duty Standards set forth in Exhibit A conflict with the provisions of this Contract, this Contract shall control.
19. Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Contract and this have resulted in a product of the joint drafting efforts of both

parties. Neither party is solely or independently responsible for the preparation or form of this Contract. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

20. Time is of the Essence. Time is of the essence in the performance of this Contract.

21. Notices. All written communications between the Parties will be by fax, with hard copy to follow to the following addresses:

Walters Power International, L.L.C.
6312 N. Villa
Oklahoma City, OK 73112
Telephone: (405) 840-8383
Facsimile: (405) 840-8999
Attention: David Walters, President

Victorville (CA) Municipal Utility Services
14343 Civic Drive
Victorville, CA 92392-2399
Telephone: (760) 955-5036
Facsimile: (760) 269-0010
Attn: Douglas B. Robertson, Deputy City Manager

Notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received. A party's address for notice may be changed by giving notice to the other party in the manner set forth above and indicating the new address for notice

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IN WITNESS HEREOF, the Parties hereto have executed this Contract as of the effected date.

By and between:

WALTERS POWER INTERNATIONAL,
L.L.C.

VICTORVILLE (CA) MUNICIPAL
UTILITY SERVICES

By: David Walters

By: [Signature]

Date: March 1, 2007

Date: _____

WITNESSES:

WITNESSES:

APPROVED AS TO FORM:

GREEN, DE BORTNOWSKY & QUINTANILLA, L.L.P.

By: [Signature]

Date: 3-1-07

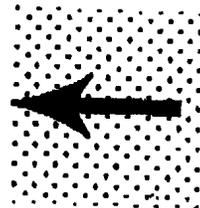


EXHIBIT A

Scope of Work

1. General Duty Standards. The Covered Equipment used for the generation of electricity will be operated and maintained by WPI in accordance with the following standards:
 - a. The Covered Equipment will be operated and maintained in a safe, reliable and efficient manner that reasonably protects the public health and safety of residents, businesses, employees, and the community.
 - b. The Covered Equipment will be operated and maintained so as to be reasonably available to meet the demand for electricity, and promote electric supply system reliability, in a manner consistent with prudent industry practice.
 - c. The Covered Equipment will have reasonable logs of Operations and Maintenance and maintenance in a manner consistent with prudent industry practice.
2. Safety.
 - a. The protection of life and limb for the work force is of paramount importance. WPI will have a comprehensive safety program in place at each site. The company behavior ensures that personnel at all levels of the organization consider safety as the overriding priority. This is manifested in decisions and actions based on this priority. The work environment and the policies and procedures will foster such a safety culture, and the attitudes and behaviors of personnel are consistent with the policies and procedures.
 - b. Operator will require that its employees and subcontractors abide by facility safety requirements and with California OSHA requirements.
3. Organizational Structure and Responsibilities. An organization with responsibility and accountability for establishing and implementing an operation strategy to support company objectives for reliable plant operation will be clearly defined, communicated, understood and will be effectively implemented. Reporting relationships, control of resources, and individual authorities support and are clearly defined and commensurate with responsibilities.
4. Operations and Maintenance Management and Leadership. Operations and Maintenance management establishes high standards of performance and aligns the Operations and Maintenance organization to effectively implement and control Operations and Maintenance activities.
5. Problem Resolution and Continuing Improvement. WPI values and fosters an environment of continuous improvement and timely and effective problem resolution.
6. Operations and Maintenance Personnel Knowledge and Skills. Operations and Maintenance personnel are trained and qualified to possess and apply the knowledge and skills needed to perform Operations and Maintenance activities that support safe and reliable plant operation.

7. Training Support. A systematic approach to training is used to achieve, improve, and maintain a high level of personnel knowledge, skill, and performance. WPI provides a site-specific training program including on-the-job training, covering Operations and Maintenance, including reasonably anticipated abnormal and emergency Operations and Maintenance. Personnel are trained commensurate with their duties.
8. Operation Procedures and Documentation. Operation procedures will be developed for critical systems and states of those systems necessary for the operation of the unit including startup, shutdown, normal operation, and reasonably anticipated abnormal and emergency conditions. Operation procedures and documents are clear and technically accurate, provide appropriate direction, and are used to support safe and reliable plant operation. Procedures are current to the actual methods being employed to accomplish the task and are comprehensive to ensure reliable energy delivery.
9. Plant Status and Configuration. Station activities are effectively managed so plant status and configuration are maintained to support safe, reliable and efficient operation. Operator will respond to an unplanned incident or outages of an engine-generator set in a timely, cost effective manner. Operator will make required notification subsequent to any forced or unplanned outage or of any event that unexpectedly trips open any circuit that takes part or all of the Plant's generating facility off line.
10. Environmental Regulatory Requirements. Environmental regulatory compliance is paramount in the operation of the generating asset. Each regulatory event is identified, reported and appropriate action taken to prevent recurrence.
 - a. Operator will properly handle and contain all lubricants, chemicals, and hazardous materials in accordance with Spill Prevention Control and Containment Procedures. Operator will maintain any engineered and installed containment barriers at the Plant. Operator will comply with any reporting conditions within the time required and will communicate the fact of any reportable spill.
 - b. Operator will insure that the continuous emissions monitoring equipment will be maintained in good working order to prevent any reportable failures of such equipment.
11. Operations and Maintenance Facilities, Tools, and Equipment. Facilities and equipment are adequate to effectively support Operations and Maintenance activities.
12. Operations and Maintenance Conduct. To ensure safety, and optimize plant availability, WPI conducts Operations and Maintenance systematically, professionally, and in accordance with approved policies and procedures. WPI assigns personnel to tasks for which they are trained, and requires personnel to follow plant and operation procedures and instructions while taking responsibility for safety.
 - a. All personnel follow approved policies and procedures. Procedures are current, and include a course of action to be employed when an adopted procedure is found to be deficient.

- b. All Operations and Maintenance are performed in a professional manner. Basic rules of conduct apply throughout the plant at all times.
 - c. All personnel on-duty are trained, qualified, and capable of performing their job functions. Personnel are assigned only to duties for which they are properly trained and qualified.
 - d. Personnel take immediate actions to prevent or correct unsafe situations.
 - e. Operator will at all times conduct him or herself and perform the Operations and Maintenance in a manner that reflects positively on the facility within the local community.
12. Routine Inspections. Routine inspections by plant personnel ensure that all areas and critical parameters of plant Operations and Maintenance are continually monitored, equipment is operating normally, and that routine maintenance is being performed. Results of data collection and monitoring of parameters during routine inspections are utilized to identify and resolve problems, to improve plant Operations and Maintenance, and to identify the need for maintenance. All personnel are trained in the routine inspections procedures relevant to their responsibilities. Among other things, WPI creates, maintains, and implements routine inspections by:
- a. Identifying systems and components critical to system operation.
 - b. Establishing procedures for routine inspections that define critical parameters of these systems, describe how those parameters are monitored, and delineate what action is taken when parameters meet alert or action levels.
 - c. Operator will conduct regular, walk-through inspections of the plant on an hourly basis to insure continuous operation of the system. During the walk-through inspections, the operator will conduct a thorough visual inspection of all mechanical and electrical equipment, switchgear and switchyard. Operator will verify proper lubrication conditions, coolant levels, exhaust temperatures, and other operating and electrical conditions are normal. Operator will attend to any leaks or conditions that must be corrected to assure reliable operation of the plant and record them. Operator will report to supervision and correct any serious abnormal conditions immediately.
 - d. Operator will maintain the Facility and equipment in a clean and orderly condition. All oil or fluid leaks, spills of any kind, dirt, and debris are to be wiped, picked up, and/or swept. All washable surfaces are to be periodically scrubbed and washed down to maintain a high level of cleanliness.
 - e. Training personnel to conduct routine inspections.
 - f. Monitoring routine inspections.
13. Clearances. Work is performed on equipment only when safe. When necessary, equipment is taken out of service, de-energized, controlled, and tagged/Locked in accordance with a clearance procedure. Personnel are trained in the clearance procedure and its use, and always verify that equipment is safe before any work proceeds. Among other things:
- a. WPI prepares and maintains a clearance procedure. The clearance procedure contains requirements for removing a component from service and/or placing a component back into service.

- b. WPI ensures that personnel are trained in and follow the clearance procedure.
14. Communications and Work Order Meetings. The availability of the generating asset and safety of personnel is ensured during the execution of work orders by adequate communications and meetings, which may be scheduled or as needed, to review work plans with all affected personnel before work begins. Clear lines of communication exist between personnel responsible for Operations and Maintenance, maintenance and engineering groups.
- a. WPI, when appropriate, maintains a procedure for review of work plans through communications and work order meetings at the facility.
 - b. Work is analyzed to determine what personnel, components, and systems are affected.
 - c. Affected personnel meet before work begins to define the work, identify safety issues, to minimize the impact on plant operation, and to determine the need for further meetings.
 - d. Personnel are trained in and follow the procedure.
15. Participation by Operations and Maintenance Personnel in Work Orders. Operations and Maintenance personnel identify potential system and equipment problems and initiate work orders necessary to correct system or equipment problems that may inhibit or prevent plant Operations and Maintenance. Operations and Maintenance personnel monitor the progress of work orders affecting Operations and Maintenance to ensure timely completion and closeout of the work orders, so that the components and systems are returned to service.
- a. Operations and Maintenance personnel identify problems requiring work orders, and initiate work orders to correct those problems
 - b. The Operations and Maintenance manager or other appropriate operating personnel periodically review work orders that affect Operations and Maintenance to ensure timely completion and closeout of the work orders, so that components and systems are returned to service.
 - c. Personnel responsible for prioritizing work orders consult Operations and Maintenance personnel to assure that work orders affecting the Operations and Maintenance of the plant are properly prioritized.
 - d. Appropriate personnel are trained in and follow procedures applicable to work orders.
16. Records of Operation. WPI assures that data, reports and other records reasonably necessary for ensuring proper operation and monitoring of the generating asset are collected by trained personnel and retained for at least five years, and longer if appropriate.
17. Preparedness for On Site and Off Site Emergencies. WPI plans for, prepares for, and responds to reasonably anticipated emergencies on and off the plant site, primarily to protect plant personnel and the public, and secondarily to minimize damage to maintain the reliability and availability of the plant.
- a. Plans for the continuity of management and communications during emergencies, both within and outside the plant,

- b. Trains personnel in the emergency plan periodically, and
 - c. Ensures provision of emergency information and materials to personnel.
18. Plant Security. To ensure safe and continued Operations and Maintenance, WPI provides a prudent level of security for the plant, its personnel, operating information and communications, stepping up security measures when necessary.
19. Equipment and Systems. WPI considers the design bases of plant equipment and critical systems. WPI considers the design basis of power plant equipment when as required by other standards it:
- a. Establishes procedures for the operation of critical systems at each unit.
 - b. For each system, identifies critical parameters that require monitoring.
 - c. For each critical parameter, establishes values at which to increase observation of the system or take actions to protect it.
 - d. Assures that systems are monitored and actions are taken.
 - e. Assures that personnel operating critical systems are trained and qualified.
20. Control Operator Log.
- a. Each generating facility will maintain a Control Operator Log that contains the chronological history of the facility including detailed entries regarding the Operations and Maintenance and maintenance of the facility. Where information is unit specific, information for each unit must be recorded and so identified.
 - b. The Control Operator Log is a formal record of real time operating events as well as the overall status of the generating units and auxiliary equipment under the purview of the Control Room Operator. The log shall also contain an accurate and concise record of important and/or unusual events involving Operations and Maintenance, water chemistry, safety, and accidents affecting personnel, fires, contractor activities, environmental matters, and any other pertinent information concerning the operation of the facility. The log shall also record communications between the facility and outside entities including, scheduling coordinators or headquarters facilities, regulators, environmental agencies, California OSHA or similar agencies. The log shall be maintained notwithstanding and in addition to any other similar requirements that mandate that events be recorded. The operator must collect and record all information specified in these standards. All such information must be readily available to operators, California Public Utilities Commission staff, and other authorized personnel at all times.
 - c. Notwithstanding the above, the operator may elect to record certain kinds of information in separate logs.
 - d. All required logs entries shall be retained in hard copy, electronic format, or both for a minimum period of five years from the date of the log entry. Each log entry shall start by recording the time of the event. WPI is responsible for maintaining the integrity of the generating facility logs.

- e. The control operator must record a Plant Status Entry for the Covered Equipment at least once each calendar day. If practicable, the control operator shall make that entry at midnight; however, a facility may for operational reasons elect to make that entry at another time. In any case, the Plant Status Entry must be made at the same time each day, except when emergency conditions require a postponement.

21. Staffing.

- a. The Foxborough Cogeneration Facility is anticipated to be staffed with the following:
 - i. 1 Lead/Shift Operator
 - ii. 3 Shift Operators
- b. The Southern California Logistics Airport site is anticipated to be staffed with the following.
 - i. 2 Shift Operators
- c. The Foxborough Cogeneration Facility and Southern California Logistics Airport site shall share the services of the following:
 - i. 1 Project Manager
 - ii. 1 Instrument and Controls technician
- d. All scheduled and unscheduled maintenance will be performed by the maintenance group and will be staffed at a variable level depending on the exact maintenance activities required at the time.

EXHIBIT B

Covered Equipment

1. All equipment furnished by WPI in Equipment Sales Agreements for SCLA and for FCF—generally to include, but not limited to:
 - a. Five (5) BFG 1.25MW packaged units and emissions systems for use at FCF and/or SCLA sites.
 - b. Four (4) BFG 1.5MW skidded gensets and emission systems for FCF Phase C.
 - c. One (1) BFG 1.5MW packaged unit and emissions systems for use at FCF and/or SCLA sites.
 - d. Wärtsilä 2.8MW Cogen Plant consisting of genset, controls, HRSG (gas side only), SCR, Radiator(s), and Heat Exchanger (coolant side only).
2. And existing and/or common equipment:
 - a. Two (2) CAT XQ1250G Power Modules packaged unit and emissions systems for use at FCF
 - b. Two (2) CAT XQ1250G Power Modules packaged unit and emissions systems for use at SCLA
 - c. Associated central reagent and fuel delivery systems for above at FCF and/or SCLA sites.
 - d. Associated engine control systems for above at FCF and/or SCLA sites.
 - e. Any replacements of above equipments.
3. Any new or added equipment that is not direct service replacements for the above of like kind shall be addressed as added equipment and shall increase the Scope of Work at presumed additional expense to the City to be mutually agreed upon by both Parties.

EXHIBIT C

MHI BFG Maintenance Program

Interval	Service
Every 50 service hours or monthly	Drain water and sediment from fuel tank
Every 250 service hours	Change oil (Oil analysis is required) Oil Analysis Change full-flow filter and bypass filter. Change bypass oil filter
Every 1000 service hours	Clean DPF Inspect/Change emission sensors Check Emission Levels
Every 2000 service hours	Check valve clearance - adjust (Check valve mechanism.) Check fuel injection pump (governor) rack movement (during operation) *Change injection nozzle tips (Adjust injection pressure after replacement) *Check injection timing - adjust. Check fuel control link ball joint. (Change if necessary)
Every Top overhaul (Every 4000 to 6000 service hours)	*Top overhaul Remove cylinder heads and check around combustion chambers. Disassemble and check cylinder heads. Check inlet and exhaust valves and valve seats - lap. Visually check piston top. Check cylinder liner inside surface *Change water pump unit seals and oil seals *Check LLC concentration in coolant. Check turbocharger shaft thrust by turning by hand. Check starter and alternator. Check vibration damper. * Check protective devices. High coolant temperature, low oil pressure, over speed, starting failure, water supply failure, under voltage, over voltage, over current, low coolant level in tank, low fuel level in tank, etc.
Every 8000 service hours	Clean and Service SCR
Spare Parts	Provide on site Spare Parts

EXHIBIT D

CAT G3516B/XQ1250G Maintenance Program

Interval	Service
Initial 1500 Service Hours	Cooling System Coolant Sample (Level 1) - Obtain
	Cooling System Supplemental Coolant Additive (SCA) - Test/Add
	Engine Speed/Timing Sensor - Clean/Inspect
Every 1500 Service Hours	After cooler Condensation - Drain
	Alternator - Inspect
	Belts - Inspect/Adjust/Replace
	Crankcase Pressure - Measure
	Crankshaft Vibration Damper - Inspect
	Engine Crankcase Breather - Clean
	Engine Oil - Change
	Engine Oil Filter - Change
	Engine Valve Lash and Bridge - Adjust
	Gas Pressure Regulator Condensation - Drain
	Hoses and Clamps - Inspect/Replace
	Ignition System Timing - Check/Adjust
	Inlet Air System - Inspect
Radiator - Clean	
Water Pump - Inspect	
Every 3000 Service Hours	Cooling System Coolant Sample (Level 1) - Obtain
	Cooling System Supplemental Coolant Additive (SCA) - Test/Add
	Engine Speed/Timing Sensor - Clean/Inspect
	Generator Set Vibration - Inspect
	Stator Lead - Check
	Ignition System Spark Plugs - Replace
	Air Starting Motor Lubricator Bowl - Clean
	Compressor Bypass - Check
	Crankcase Blow-by - Measure/Record
	Cylinder Pressure - Measure/Record
	Engine Mounts - Check
	Engine Protective Devices - Check
Starting Motor - Inspect	
Every 9000 Service Hours	Cooling System Coolant Sample (Level 2) - Obtain
	Fumes Disposal Filter Element - Replace
	Rotating Rectifier - Check
	Turbocharger - Inspect
	Water Temperature Regulator - Replace

EXHIBIT E

Wartsila 220SG Maintenance Program

Interval	Service
Every 1000 Service Hours	Verify genset alignment
Every 1500 Service Hours	Check cylinder valves clearances
	Check valves height (1) if valve clearance variation higher than 0.2 mm
	Clean turbo air filter (replace if necessary)
	Clean no return valve
	Replace spark plugs
	Analyze engine oil
	Replace oil cartridges
	Verify start air system
	Check starter oil level
Every 3000 Service Hours	Check cylinder valves clearances
	Check valves height (1) if valve clearance variation higher than 0.2 mm
	Replace turbo air filters
	Check turbocharger clearances and clean compressor wheel
	Replace internal parts of no return valve
	Replace spark plugs
	Check High tension connections
	Clean gas filter (°)
	Clean centrifugal filter
	Replace oil cartridges
	Drain oil
	Check water treatment
	Clean venting pipes
	Verify start air system
	Verify electrical connections tightening
	Check knocking sensors tightening
	Verify sub assemblies tightening
	Check starter oil level
Every 6000 Service Hours	Check water treatment
	Verify electrical connections tightening
	Check knocking sensors tightening
	Replace vibration damper
	Replace small end bearings
	Replace piston rings
	Replace cover and prechamber sleeve seals
	Cylinder heads overhaul or exchange
	Check rotocaps
	Verify camshafts and push rods

	Clean turbo air filter (replace if necessary)
	Clean charge air cooler
	Replace turbocharger bearings
	Replace ignition coils
	Replace the spark plug extensions
	Clean the MCC filter
	Replace gas pipes joints
	Check and clean gas valves
	Clean oil cooler
	Replace oil pump
	Check water level
	Replace water thermostatic valves
	Check securities
	Check batteries
	Check WECS system
	Clean knocking sensors
	Replace water pump
Every 12,000 Service Hours	Verify electrical connections tightening
	Replace vibration damper
	Cylinder heads overhaul or exchange
	Verify camshafts and push rods
	Clean turbo air filter (replace if necessary)
	Clean charge air cooler
	Replace turbocharger bearings
	Replace ignition coils
	Replace gas pipes joints
	Check and clean gas valves
	Replace oil pump
	Check batteries
	Check WECS system
	Clean knocking sensors
	Verify conrods and piston
	Check valves height (1) if valve clearance variation higher than 0.2 mm
	Replace turbo air filters
	Check turbocharger clearances and clean compressor wheel
	Replace spark plugs
	Drain oil
	Clean venting pipes
	Verify sub assemblies tightening
	Check starter oil level
	Notice all running parameters
	Replace antipolishing rings
	Replace cylinder liners
	Verify genset alignment
	Replace connecting rod studs and nuts
	Verify train
	Replace camshaft and train bushing
	Replace roller tappets
	Clean no return valve

	Check and clean the prechamber
	Replace pre chambers
	Check spark plugs/spark plug gaps
	Replace MCC main gas valves
	Change PCC prechamber gas valve
	Clean gas pipes from prechamber gas valves
	Check the oil level
	Analyze engine oil
	Overhaul pre lubricating pump motor
	Overhaul oil pump or exchange
	Replace hoses (if necessary)
	Overhaul water pump or exchange
	Replace exhaust gas bellows
	Lubricate waste gate system
	Check sensors
	Overhaul oil module

EXHIBIT F

Fees and Charges

1. Monthly Fee - \$95,933.33
2. Annual Fee - shall only apply to any renewal year beginning with year three. Any added (or removed) Covered Equipment will adjust the projected year three Annual Fee, estimated to be \$117,250 (plus any index referenced increases that may apply as set forth in Section 4.a) based on Covered Equipment listed in Exhibit B.
3. Variable Fee - \$0.0171/kWh based on Metered Output
(Example: 5MW for 730 hrs/mo = 3.65MM kWh @ \$0.0171/kWh = \$62,415)
4. Variable Warranty Fee - \$0.0017/kWh based on Metered Output
(Example: 5MW for 730 hrs/mo = 3.65MM kWh @ \$0.0017/kWh = \$6,205.00)
5. Additional Services - For any additional services that are outside of those listed and described in Exhibit A, Exhibit C, , Exhibit D or Exhibit E that The City of Victorville, California requests ("Additional Services"), WPI shall be paid at a rate equal to its standard Rate Schedule, as indicated in Exhibit G, applicable at time of services. Additional Services shall be charged at cost plus 10%. Copies of outside vendors' invoices shall be provided as backup for WPI's invoices to the City for any Additional Services charges.

EXHIBIT G

WPI Rate Sheet

Effective Date January 1, 2007

CONSULTANT (Mechanical Engineer)	\$136.00/Hour
CONSULTANT	\$93.50/Hour
SERVICE REPRESENTATIVE	\$85.00/Hour
ANALYZER TECHNICIAN	\$75.00/Hour
SUPERVISOR MECHANIC	\$70.00/Hour
LEAD MECHANIC	\$60.00/Hour
SERVICE MECHANIC	\$55.00/Hour
MECHANIC HELPER	\$40.00/Hour
INDUSTRIAL ELECTRICIAN	\$60.00/Hour
INDUSTRIAL ELECTRICIAN HELPER	\$40.00/Hour
MACHINE SHOP/MECHANICAL SHOP IN-HOUSE	\$65.00/Hour
OUTSIDE SERVICES	COST + 10%
EMISSIONS ANALYZER	\$500.00/Day
ENGINE ANALYZER EQUIPMENT (Plus Necessary Film)	\$285.00/Day
ENGINE ANALYZER REPORT	\$87.50/Engine
VIDEO PROBE RENTAL	\$285.00/Day
HYTORQ (Hydraulic Torque Wrench)	\$285.00/Day
LIVING AND TRAVEL EXPENSES	Cost + 10%
MILEAGE (Company Vehicle)	\$1.00/Mile

These rates apply for time spent working, traveling or stand-by.

Any time in excess of eight (8) hours per day or weekend hours will be charged at the regular hourly rate plus 50%.
Holidays will be charged at the hourly rate plus 100%.

Emergency and unscheduled call-outs are subject to regular hourly rates plus 50%.

Material mark-ups on time and material jobs will be cost plus 10%.

These prices reflect WPI's costs for the following standard insurance coverage:

General Liability	\$1,000,000
Automobile Liability	\$500,000
Workers' Compensation	\$100,000/\$500,000/\$100,000

Please Note: The rates above are the rates as of Jan 2007 and are subject to change.



AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

BB for J.A. McGlade

SUBMITTED BY: John A. McGlade DATE: August 23, 2007
City Engineer

SUBJECT: AWARD OF CONTRACT – Appropriate an additional \$162,035 from Measure I funding and Award a Professional Services Contract for the Design of National Trails Highway from Southbound I-15 onramp to National Trails Highway Overhead in an amount of \$586,000.00

RECOMMENDATION: That City Council appropriate an additional \$162,035 from Measure I funding and award a contract to Parsons Transportation Group, Inc. (PTG) for the Design of National Trails Highway from Southbound on-ramp to National Trails Highway overhead in an amount of \$586,000.00.

<u>FISCAL IMPACT:</u>	Professional Services Contract (PTG)	\$586,000.00
	Contingencies (PTG) (10%)	\$ 58,600.00
	Environmental Documentations (DEA)	\$ 15,850.00
	Contingencies (DEA) (10%)	\$ 1,585.00
	TOTAL	\$662,035.00

Funding: 40510

Budget: \$ 500,000.00

Additional Appropriation: \$162,035.00

Finance Dept. Use Only
Additional Appropriation
? No _____
? Yes/\$ Amount _____
Finance Director Review *By of*
\$ Approval *Adelle Mosher*

DISCUSSION: The existing National Trails Highway is narrow and does not meet the future traffic demand of the area. The California Department of Transportation is in process of redesigning the adjacent D Street/National Trails Highway & I-15 interchange and in turn the City needs to upgrade National Trails Highway to interface with Caltrans facility.

The need for a reliable less congested and safe transportation route will become more critical as Southern California Logistic Airport further develops. There are four major components in this project:

1. Perform land surveying as needed and necessary for proper preparation of Plans, Specifications and Engineering Estimate and construction of the project; and

2. *Perform geotechnical study and soil testing as needed and necessary for proper preparation of Plans, Specifications and Engineering Estimate and construction of the project; and*
3. *Perform utility potholing to locate critical underground utilities as needed and necessary for proper preparation Plans, Specifications and Engineering Estimate and construction of the project; and*
4. *Prepare bid-ready Plans, Specification and Engineering Estimate in accordance with California Department of Transportation and the industry standards.*

Staff prepared a Request for Proposals (RFP) for the Design of National Trails Highway from Southbound I-15 onramp to National Trails Highway Overhead. Five consulting firms submitted proposals in response to the RFP; Parsons Transportation Group, Inc., RBF Consulting, Engineering Resources of Southern California, Mayers & Associates, Inc., and AEI-CASC Consulting. Engineering Department staff evaluated all written proposals, assigned scores and established ranking. The top three ranked firms were selected and invited for oral interview/presentation; Parsons Transportation Group, Inc., RBF Consulting and AEI-CASC Consulting. Parsons Transportation Group, Inc. was chosen, unanimously, as top ranked consultant. Staff entered into negotiations to clearly define scope of work and fee for services. A satisfactory agreement was reached with Parsons Transportation Group, Inc. for a "not to exceed" contract amount of \$586,000.00, with 10% contingencies, \$644,600.00. Funding for this is Measure I.

Staff has also negotiated with David Evans and Associates for environmental documentation of this project for a "not to exceed" contract amount of \$15,850.00, with 10% contingencies, \$17,435.00. This portion of the project will be awarded under small contracts.



AGENDA ITEM

CITY COUNCIL MEETING OF: September 4, 2007

SUBMITTED BY:

John A. McGlade
City Engineer

DATE: August 29, 2007

SUBJECT: HIGH DESERT CORRIDOR – PHASE 1A, INTERMODAL GATEWAY PROJECT,
TRADE CORRIDOR IMPROVEMENT FUND

RECOMMENDATION: That City Council take action to commit the matching funds to supplement potential funds to be received from the Trade Corridors Improvement Fund for the High Desert Corridor, Phase 1A, Intermodal Gateway Project, in the amount of \$200,000,000 with the proposed fund source breakdown or a modification thereof.

FISCAL IMPACT: \$200,000,000

Finance Dept. Use Only
Additional Appropriation

 No
 Yes/\$ Amount \$200M
Finance Director Review
\$ Approval com

DISCUSSION:

The High Desert Corridor, Phase 1A, Intermodal Gateway project is a five mile long segment planned to serve the intermodal facility and SCLA area. The project is a candidate for receiving money from Trade Corridors Improvement Fund (TCIF). Staff, along with the High Desert Corridor team and consultants have been preparing information for the SANBAG Board to evaluate and compare this project to other projects being prioritized by the Board. Fact sheets that have been submitted to SANBAG are attached to this report.

A Project Study Report Equivalent has been prepared as supporting documentation for the project submittal to the California Transportation Commission. Five alternatives or design variations have been identified for the High Desert Corridor, Phase 1A, Intermodal Gateway, ranging in cost from about \$350 to \$422 million. The proposed project is a 4-lane freeway, with a half interchanges at I-15 and Phantom East. The interchange at I-15 would have one to two "flyover" direct connectors and the interchange at Phantom East would have a bridge over the High Desert Corridor with a half diamond and eastbound loop on ramp.

The approval of Proposition 1B resulted in the Highway Safety, Traffic Reduction, Air Quality and Port Security Act of 2006. The act authorized the issuance of \$19.9 billion of state general obligation bonds for specified purposes, including high priority transportation corridor improvements. Two billion of those bond funds will be transferred into the Trade Corridors Improvement Fund (TCIF). SB 9, introduced by Senator Lowenthal, provides enabling legislation and defines criteria for project selection.

HIGH DESERT CORRIDOR – PHASE 1A, INTERMODAL GATEWAY PROJECT,
TRADE CORRIDOR IMPROVEMENT FUND

There are six types of projects that were specifically approved in Proposition 1B.

1. Highway capacity improvements and operational improvements to more efficiently accommodate the movement of freight, particularly for ingress and egress to and from the state's seaports, including navigable inland waterways used to transport freight between seaports, land ports of entry, and airports, and to relieve traffic congestion along major trade or goods movement corridors.
2. Freight rail system improvements to enhance the ability to move goods from seaports, land ports of entry, and airports to warehousing and distribution centers throughout California, including projects that separate rail lines from highway or local road traffic, improve freight rail mobility through mountainous regions, relocate rail switching yards, and other projects that improve the efficiency and capacity of the rail freight system.
3. Projects to enhance the capacity and efficiency of ports.
4. Truck corridor improvements, including dedicated truck facilities or truck toll facilities.
5. Border access improvements that enhance goods movement between California and Mexico and that maximize the state's ability to access coordinated border infrastructure funds made available to the state by federal law.
6. Surface transportation improvements to facilitate the movement of goods to and from the state's airports.

On May 9, 2007, candidate projects for the TCIF were discussed at a special SANBAG Board meeting. On July 19, 2007, SANBAG staff presented five candidate projects along with a list of 11 grade separation projects. The five projects were:

1. High Desert Corridor, Phase 1A, Intermodal Gateway, Phantom East to I-15
2. I-10 Widening and Interchange Improvements between (I-15 and I-215)
3. I-15 Widening and Devore Interchange Reconstruction
4. Colton Crossing rail-to-rail grade separation
5. State Route 58 realignment and widening

The resulting discussion removed the Colton Crossing and State Route 58 from the candidate list.

The SANBAG Board, at the next meeting on September 12, 2007, will prioritize the candidate projects for endorsement by the Board, in preparation for submitting projects to the California Transportation Commission (CTC). Projects must go before the CTC in a competitive process to receive allocation of funds. One of the requirements is a one to one match of TCIF dollars. The matching fund sources can from "appropriate local, federal or private sources, including fees charged for the movement of cargo in containers", according to the act. A project must be fully funded using the combination of TCIF and matching funds. The TCIF can be used only for the costs of construction. SANBAG sent a letter to the City, dated August 28, 2007, attached, requesting specific information regarding commitment to matching funds to the TCIF.

The project estimate for the two preferable alternatives is \$350 million; therefore the match requirement is \$175 million. Shown below are proposed funds and amounts:

	<u>\$ Million</u>
Measure I, Major Local Highway Program (1)	\$25
Measure I, Local (2)	\$25
Development Impact Fee, Roads (3)	\$25
Redevelopment Agency (4)	\$50 - \$200
Private (5)	<u>\$0 - \$50</u>
Total	\$200

Notes:

- (1) Proposed from the Victor Valley Major Local Highway Program, 2010 – 2040 Measure I, from bonding against future revenues. Total estimated for 30-year measure is \$298 million. \$25 million would be about 8% of the total. Would require Mountain Desert Committee and SANBAG Board approval
- (2) Local Street Projects Measure I, 2010 – 2040, from bonding against future revenues. These dollars are under the control of the Victorville City Council.

August 29, 2007

HIGH DESERT CORRIDOR – PHASE 1A, INTERMODAL GATEWAY PROJECT,
TRADE CORRIDOR IMPROVEMENT FUND

- (3) City's DIF roads project list identifies the HDC / I-15 interchange with a City Share of \$37 million. More DIF can be allocated for the full interchange improvements.
- (4) RDA funding amount will range between \$50 to \$200 million depending on the level of private investment
- (5) Private investment will range from \$0 to \$50 million

The High Desert Corridor project is currently in the Project Approval / Environmental Document (PAVED) phase. This phase is scheduled to be complete by December 2008. The design and right of way acquisition is scheduled for two years, with the project award by the end of 2010. It appears that projects eligible for the TCIF must be ready for construction by the end of 2012. The High Desert Corridor has received about \$19 million of federal funds for the PAVED and design.

Staff recommends that City Council take action to commit the matching funds to supplement anticipated funds to be received from the Trade Corridors Improvement Fund for the High Desert Corridor, Phase 1A, Intermodal Gateway Project, in the amount of \$175,000,000 with the proposed fund source breakdown or a modification thereof.



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

August 28, 2007

Mr. Brian Gengler, P.E.
City of Victorville
P.O. Box 5001
Victorville, CA 92393

Dear Mr. Gengler:

The SANBAG Board is currently working to prioritize its list of candidate projects to be submitted for funding out of the Trade Corridor Improvement Fund (TCIF). One of the requirements identified in the enabling legislation for the TCIF account, SB 9, is that a local 1:1 match be provided for projects funded by TCIF.

The City of Victorville has proposed the High Desert Corridor, Phase 1a, as a candidate project for TCIF funding. SANBAG staff has been tasked with assembling all of the necessary materials and documentation for the candidate projects to be considered by the SANBAG Board during the TCIF discussion that will take place on September 12, 2007. Last week, a letter dated August 16, 2007 was distributed to the SANBAG Board and Deborah Barmack by Victorville's SANBAG Board Member Mike Rothschild. The letter acknowledged the TCIF requirement for matching funds and documented Victorville's track record of providing matching funds for various transportation projects. What the letter did not say specifically, however, was the City of Victorville's willingness to commit \$175 million in matching funds for the project and the source of funding identified for the match. The \$175 million local match is based on a 1:1 match for the \$350 million project cost identified in the draft Project Study Report Equivalent (PSRE) that was submitted to SANBAG on August 24, 2007.

Could you please verify with your city management and City Council the commitment of Victorville to fund the local match of \$175 million for the project and the source of the matching funds? SANBAG staff wants to ensure that we are completely clear on the City's intentions and want to avoid any possible misunderstandings as they relate to the City's willingness to fund the local match for the project.

Sincerely,

Ryan Graham
Transportation Planning Specialist

cc: Jon Roberts, Victorville City Manager
Mike Rothschild, SANBAG Board Member

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**Project Name: High Desert Corridor, Phase 1A – Intermodal Gateway
Fact Sheet**

Project Type: Intermodal Rail & Commercial Airport Connection/Increased Truck Throughput

Project Description:

Construct Southern California Intermodal Gateway Improvements in San Bernardino County. Funding is sought for Segment 1A of High Desert Corridor (HDC), which consists of a five mile long, 4-lane freeway from Phantom East to Interstate 15, with connectors to Interstate 15. Full project consists of roadway improvements leading from SR-18 to SR-14.

Estimated Cost (\$2007): \$350 million

Traffic, Rail & Truck Information:

- Current traffic served by a rural 2/4 lane arterial with 16,000 vehicles per day
- Connects to Southern California Logistics Airport, intermodal rail complex (1.5 million lift capacity), and distribution center (60 million square feet of industrial development approved)
- Rail Phase 1 underway - \$15 Million construction of rail lead track and grade separation bridge
- Intermodal rail complex construction scheduled in 2008, start of operations in 2011
- *Traffic forecasts are being studied now; 2035 projections expected within the range of 80,000-100,000 vehicles per day.

Current Status

- Construction Ready in 2011
- PA & ED underway, anticipated to be complete by late 2008
- Los Angeles MTA North County Combined Highway Corridors Study completed 2004
- RSTIS completed in 2002
- PSR completed in 1998

Inclusion in Plans and Programs

- Project included in RTIP and RTP
- Contributions to the project included in the Measure I 2010-2040 Expenditure Plan
- I-15/HDC interchange listed in the Nexus Study
- Not included in the state Goods Movement Action Plan

Funding Status and sources (in addition to TCIF)

- Measure I 2010-2040 Expenditure Plan:
 - Project listed under Victor Valley Major Local Highway Projects program. Expenditure Plan anticipates a contribution from Measure I, but the minimal contribution is intended to leverage additional state, federal and private funds.
- \$43.15 million in development mitigation identified for the I-15/HDC in the Nexus Study
- Project has received approximately \$19 million in federal funds from TEA-21, SAFETEA-LU and various appropriations bills.
- Project is STIP eligible
- Project is candidate for Public Private Partnership.

Other Notes

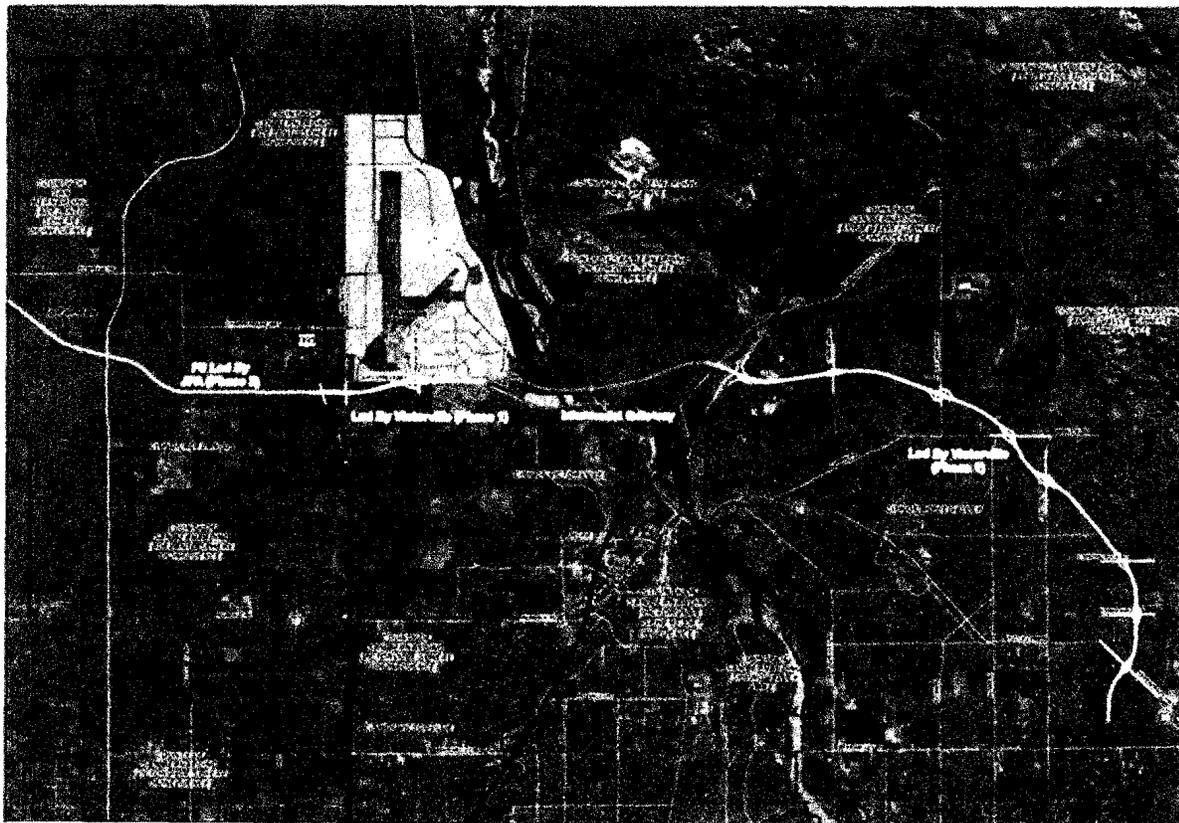
- Leverages private/local investment of approximately \$1 billion in Goods Movement-serving infrastructure and development within the city of Victorville, including:
 - \$250M investment into Intermodal Rail facility (BNSF/City)
 - \$350M investment in Phase 1 construction of 7 million square feet of distribution & warehouse space (Stirling)
 - \$150M investment in Airport development (runway, hangar improvements)
 - \$450M investment in 550-Megawatt CNG/Solar Power Plant
- Specific levels of contribution from Measure I 2010-2040 is undefined. The Expenditure Plan anticipates contributions from to a number of Victor Valley Major Projects that in total far exceed the anticipated funding of the program.
- Victor Valley Area Transportation Study is currently working to provide a financial strategy to enable the delivery of a transportation system for the Victor Valley that will accommodate proposed growth. Results of the financial plan are anticipated in 2007.

High Desert Corridor Phase 1A - Intermodal Gateway Project Summary

The Intermodal Gateway is a 4.75-mile starter segment of the High Desert Corridor, connecting the 1-15 with a new BNSF Intermodal Rail/Airport Complex at Southern California Logistics Airport, and facilitating truck access to rail and airport in and out of Southern California's largest master planned multimodal facility.

For TCIF funding, it is proposed that \$175 Million be allocated for construction of the starter segment of the highway. The actual intermodal rail facilities and ongoing airport development are 100% locally/privately funded. **The High Desert Corridor project competes favorably for TCIF** as it leverages increased rail capacity, air quality benefits, improved truck movement, highway congestion improvements and significant private investment / public-private partnership.

Goods Movement: The Intermodal Rail Complex has been designed to triple the intermodal lift capacity in San Bernardino County by adding an additional 1 million annual lift capacity to the system. Building new intermodal capacity to benefit the efficiency and throughput of two of Southern California's primary goods movement corridors – in areas beyond the impacted South Coast Air Basin - is critical to meeting California's Goods Movement policy objectives.



Economic Development: In addition to SCLA, the complex will service distribution centers from a 50-mile radius, facilitating new job growth and economic development for the cities of Adelanto, Apple Valley, Hesperia and Barstow. The High Desert Corridor Phase 1a will ensure adequate access to Interstate 15, eliminating constraints to growth of intermodal capacity.

Air Quality Benefits: Reducing Freeway Congestion: Currently employing 2,000 workers, SCLA alone is projected to generate more than 30,000 direct and indirect jobs, and an additional 10,000 induced jobs throughout the High Desert. The High Desert Corridor Phase 1A is a critical component of the region's evolution as a major employment center, reducing congestion caused by commuter traffic into San Bernardino and the rest of the valley.

The Intermodal Gateway segment will help jumpstart the development and funding of the full High Desert Corridor, heading 40 miles west from Apple Valley to Highway 395 and ultimately Palmdale and Lancaster. This new east-west corridor will further relieve congestion pressure on Interstate 15, the 10 and the 210, and enhance Goods Movement synergy with California's Central Valley.

Readiness and Match: The project is construction ready in 2011, well before the desired 5 year timeframe for CTCR programming. And with \$1 Billion in City and private funds invested in the Rail Complex, Airport development and related infrastructure, the minimum 1:1 non-state match for TCIF funds is dwarfed compared to the cost of the overall project (highway, rail and surrounding infrastructure/airport development).

Conformance with Prop 1B Voter Approved TCIF Project Eligibility:

The High Desert Corridor is consistent with five of the six types of projects specifically approved by the voters are listed below:

- (i) **Highway capacity improvements and operational improvements** to more efficiently accommodate the movement of freight, particularly for ingress and egress to and from the state's seaports, including navigable inland waterways used to transport freight between seaports, **land ports of entry, and airports**, and to **relieve traffic congestion along major trade or goods movement corridors.**
- (ii) **Freight rail system improvements** to enhance the ability to move goods from seaports, land ports of entry, and airports to warehousing and distribution centers throughout California, including projects that separate rail lines from highway or local road traffic, improve freight rail mobility through mountainous regions, relocate rail switching yards, and **other projects that improve the efficiency and capacity of the rail freight system.**
- (iii) **Projects to enhance the capacity and efficiency of ports.**
- (iv) **Truck corridor improvements**, including dedicated truck facilities or truck toll facilities.
- (vi) **Surface transportation improvements to facilitate the movement of goods to and from the state's airports.**



AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 4, 2007

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 8/28/07

SUBJECT: PRESENTATION OF REPORTS BY COUNCIL MEMBERS

RECOMMENDATIONS: N/A

FISCAL IMPACT: N/A

Budget Amount:
Budget Account No.:

DISCUSSION: In the event Councilmembers have matters on which they wish to report, or desire direction from Council, those matters may be discussed at this time.

	--Finance Dept. Use Only-- Additional Appropriation: _____ No _____ Yes/\$Amount Finance Director Review and Approval _____
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