

**SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY
AGENDA**

REGULAR MEETING
SEPTEMBER 19, 2006
7:00 P.M.

MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT - BOARDROOM
14306 PARK AVENUE
www.ci.victorville.ca.us

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 STAND IN THE COUNCIL CHAMBERS LOBBY AND GIVE IT TO THE BOARD 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

CONSENT CALENDAR

2. PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
 - A. REGULAR MEETING HELD JUNE 6, 2006
 - B. SPECIAL MEETING HELD JUNE 7, 2006

***ADJOURNMENT

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AGENDA ITEM

SCLRA REGULAR MEETING
MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 9/11/06

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.

CB/dl

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
18374 PHANTOM, VICTORVILLE, CA 92394
TEL 760.246.6115 FAX 760.246.3108
www.logisticsairport.com

Public Comment
#1
09-19-06

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**REGULAR MEETING
OF THE SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY
JUNE 6, 2006**

The regular meeting of the Southern California Logistics Rail Authority was called to order by Chairman Caldwell at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor William Cole from the Christian Covenant Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Carolee Bates, Authority Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gagan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

PUBLIC HEARING

**A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NO. SCLRA-06**

This item was continued to June 20, 2006.

CONSENT CALENDAR

Consent
#2A
09-19-06

SCLRA MINUTES

June 6, 2006

Page 2

PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM THE MARCH
7, 2006 MEETING

It was moved by Board Member Cabriales, seconded by Board Member Almond, to approve the minutes; motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Board, Chairman Caldwell duly adjourned the meeting to Wednesday, June 7, 2006 at 6 p.m. in Conference Room "E" for the Budget workshop.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AUTHORITY SECRETARY

**SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE;
SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY;
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY;
AND VICTORVILLE REDEVELOPMENT AGENCY
JUNE 7, 2006**

The special meeting of the City Council of the City of Victorville, Southern California Logistics Rail Authority; Southern California Logistics Airport Authority; and the Victorville Redevelopment Agency was called to order by Mayor/Chairman Rothschild and Chairman Caldwell at 6:00 p.m. at Victorville City Hall, Conference Room "E," 14343 Civic Drive, Victorville, California.

ROLL CALL

PRESENT: Councilmembers/Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager/Executive Director; Carolee Bates, City Clerk/Authority Secretary/Agency Secretary; John Becker, Fire Chief; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Bill Webb, Director of Planning & Development; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

PRESENTATION AND DISCUSSION REGARDING BUDGET FOR FISCAL YEAR 2006-07

City Manager/Executive Director Roberts provided an overview of the budget process to the City Council/Board Members.

Finance Director Patterson noted that the proposed budget for fiscal year 2006/2007 is \$256.1 million. This is a 38 percent increase from the FY 2005/2006 budget, but only a 31 percent increase from the mid-year budget that was approved in February 2006. The budgets for Stirling International (Southern California Logistics Airport Authority) and Southern California Logistics Rail Authority will not be ready for the June 20th Board meeting so a continuance will be requested for their respective resolutions. This will allow the day-to-day operations to continue until their budgets are presented to the Board for adoption.

The Department Heads presented their individual budgets as follows:

Consent
#2B
09-19-06

Victorville Police Captain Taylor reported a proposed budget of \$14,638,700 for the 2006/2007 fiscal year. With the growth of the City, calls to the Police have increased and the department will be adding six deputies, two detectives, one sergeant, two marked patrol units, one unmarked unit and one station clerk as of July 1, 2006.

Information Services Director Stathis reported a 20 percent growth in his department. Information Services has consolidated all computers, telephones, copiers and all other technology equipment through their department. Their department serves over 1,000 devices, including the new Library system and some of the Police Department's phones and computers. Mr. Stathis reported that with the expansion of City Hall and the new Council Chambers, all technology will be state of the art and video conferencing will be available.

Human Resources Director Ramirez reported 28 percent growth from the previous fiscal year. Ms. Ramirez reported that training for employees has increased and her department is conducting more aggressive recruitments. Currently there are openings for 50-55 positions and eligibility lists are being compiled.

Development Director Webb reported that with the consolidation of the Building and Safety and Planning Departments, he is still reviewing staff assignments and making adjustments where necessary. Presently their budget is small, but after the expansion is complete and all positions are filled, he may request a budget adjustment at mid-year.

Assistant to the City Manager Weiss reported a 17 percent reduction in the City Manager's budget. This is mainly due to the fact that Public Information Officer Hester and her staff are no longer budgeted as part of the City Manager's Department.

Public Information & Community Affairs Director Hester reported that as the most recently developed department of the City, her budget increased by 100 percent. Ms. Hester reported that besides the new Library system coming under her department's jurisdiction, her department will continue to oversee contracts with the Chamber of Commerce, City Council activities and the City's new website will be launched on July 7. She will continue to handle all public information and press releases.

Airport Director Soderquist reported a proposed budget of \$6,105,000, reflecting a 20 percent increase from last year. He reviewed the security measures that are being taken at the airport.

City Manager/Executive Director Roberts also reported that for three years Stirling Airports' entire development operations have been independent of the City's funding. All activity is entirely funded by redevelopment funds generated by SCLA. The only portion, by law, of the airport that cannot be funded from the redevelopment funds is the operation of the airport. It is estimated that by the end of the year the airport will be sufficient and self-supporting.

City Engineer McGlade reported a proposed budget of \$6,600,000. That is a 50 increase due to expenditures. The projected revenues from plan check and inspection fees are projected to increase by 78 percent. Engineering's budget includes the addition of three positions that will replace contract employees.

Community Services Director Gargan reported that his department's budget has increased by 20 percent. Revenues, because of the property tax, have increased by approximately 23 percent. The increase in expenditures is largely due to the one time purchase

of the furniture for the expansion/renovation of City Hall. Also included is the purchase of the I.C.E. Bear Equipment for cooling two locations in the City as well as the irrigation for the golf courses. Personnel has increased by 11 positions and even though recruitment has been aggressive, there have been no candidates for the Assistant Director of Community Services thus far.

Economic Development Director Metzler reported that his department has been expanding over the years and now consists of three divisions: 1) marketing and business attraction; 2) redevelopment; and 3) affordable housing. Mr. Metzler stated that this year's proposed budget is \$23,000,000 for Economic Development. He reviewed the various projects that are under way in the Bear Valley and Hook Road Redevelopment Project Areas.

Acting Director of Public Works Sorensen reported that his department's proposed budget is \$16,300,000 representing a 3.2 percent increase over last year. The budget was prepared by each division supervisor based upon his/her projected five year plan. Mr. Sorensen explained that the department is keeping pace with all the services the public needs and reviewed some other projects that Public Works has implemented.

Assistant Director of Municipal Utilities Wellborn presented the Utilities Department budget.

City Clerk/Board Secretary Bates presented the City Clerk and Elections Department budgets.

ADJOURNMENT

There being no further business to come before the City Council/Board, Mayor/Chairman Rothschild and Chairman Caldwell adjourned the meetings at 9:15 p.m.

MAYOR/CHAIRMAN OF THE VICTORVILLE
REDEVELOPMENT AGENCY

CHAIRMAN OF THE SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY AND SOUTHERN
CALIFORNIA LOGISTICS AIRPORT AUTHORITY

ATTEST:

CITY CLERK AND SECRETARY TO THE
BOARD OF SCLRA, SCLAA AND RDA

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**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY AGENDA**

REGULAR MEETING
SEPTEMBER 19, 2006
7:00 P.M.

MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT - BOARDROOM
14306 PARK AVENUE
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

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

CONSENT CALENDAR

2. PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM THE
FOLLOWING MEETINGS:
 - A. REGULAR MEETING HELD MAY 2, 2006
 - B. REGULAR MEETING HELD MAY 16, 2006
 - C. REGULAR MEETING HELD JUNE 6, 2006
 - D. SPECIAL MEETING HELD JUNE 7, 2006

WRITTEN COMMUNICATIONS

3. PRESENTATION OF REQUEST TO APPROVE PAYMENT TO FIRE AND PUMP FOR REPAIR OF THE FIRE SUPPRESSION SYSTEM IN HANGARS 676 AND 683
4. PRESENTATION AND REQUEST FOR AUTHORIZATION TO PAY SAFETY-KLEEN \$356,013 FOR CLEAN UP OF A FUEL SPILL AT SCLA AND REQUEST ADDITIONAL APPROPRIATION FROM GENERAL FUND UNAPPROPRIATED FUND BALANCE

*****ADJOURNMENT



AGENDA ITEM

SCLAA REGULAR MEETING
MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 9/11/06

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.

CB/dl

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18374 PHANTOM, VICTORVILLE, CA 92394
TEL 760.246.6115 FAX 760.246.3108
www.logisticsairport.com

Public Comment
#1
09-19-06

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**REGULAR MEETING
OF THE SOUTHERN CALIFORNIA
LOGISTICS AIRPORT AUTHORITY
MAY 2, 2006**

The regular meeting of the Southern California Logistics Airport Authority was called to order by Chairman Caldwell at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District; 14306 Park Avenue; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by minister Robert Harper of Burning Bush Baptist Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Councilmembers Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Carolee Bates, Authority Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; and Kevin Collins, Plan Checker

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

CONTINUED PUBLIC HEARING

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. SCLAA 06-001

Assistant City Attorney de Bortnowsky reported that after much delay the developer was ready to go forward.

Chairman Caldwell opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. SCLAA-06-001.

Consent
#2A
09-19-06

SCLAA MINUTES

May 2, 2006

Page 2 of 3

Dougall Agan, Principal with Stirling Capital Investments, gave a Power Point presentation about the 340-acre development within the master plan of SCLA. This plan included the following:

- Six million square feet of development
- Approximately \$350 million of private investment
- Phase 1A – 80 acres
 1. 300,000 square feet of multi-tenant industrial
 2. 200,000 – 250,000 square feet cross-dock industrial facility
 3. One million square foot speculative distribution center
- Projected 13,149 new jobs to area

Mr. Agan reported that if approved ground could be broken within four months and within two or three years all six million feet should be developed.

Perry Brown, 11870 Pecos Road, Apple Valley, addressed the Board and requested that community benefit language be placed in all contracts so that the labor force from the High Desert would be used instead of from out of town or out of State.

There being no further testimony, Chairman Caldwell duly closed the public hearing.

Assistant City Attorney de Bortnowsky added that there were still amendments to be made to the exhibits and the resolution allows for this flexibility. He requested that this be included in the motion to adopt the resolution.

It was moved by Chairman Caldwell, seconded by Board Member Hunter, that the Authority accept and authorize the execution of the proposed Disposition and Development Agreement subject to minor non-substantive changes by Mr. de Bortnowsky, Mr. Roberts, Mr. Soderquist and Mr. Worsham and adopt Resolution No. SCLAA 06-001 entitled:

**A RESOLUTION OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY APPROVING THE DISPOSITION AND DEVELOPMENT
AGREEMENT BY AND BETWEEN THE SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY AND STIRLING CAPITAL INVESTMENTS, LLC**

Motion carried unanimously.

SCLAA MINUTES

May 2, 2006

Page 3 of 3

RECESS TO CLOSED SESSION/ADJOURNMENT

There being no further business to come before the Authority, Chairman Caldwell duly recessed the meeting to closed session to discuss the following item, announced that he did not anticipate any reportable action and that the meeting would stand adjourned at the conclusion of the closed session:

CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (B)
CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
ONE POTENTIAL CASE

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AUTHORITY SECRETARY

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**REGULAR MEETING
OF THE SOUTHERN CALIFORNIA
LOGISTICS AIRPORT AUTHORITY
MAY 16, 2006**

The regular meeting of the Southern California Logistics Airport Authority was called to order by Chairman Caldwell at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor Dane Davis from the First Christian Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Marcie Wolters, Deputy Authority Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

PUBLIC HEARING

**A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NO. SCLAA-06-005 – ADOPTING ANNUAL BUDGET
FOR 2006-2007**

Chairman Caldwell opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. SCLAA-06-005.

Consent
#2B
09-19-06

SCLAA MINUTES

May 16, 2006

Page 2 of 2

There was no public testimony and Chairman Caldwell continued the hearing to the June 6, 2006 meeting.

RECESS TO CLOSED SESSION/ADJOURNMENT

There being no further business to come before the Authority, Chairman Caldwell duly recessed the meeting to closed session, announced that he did not anticipate any reportable action being taken and that the meeting would stand adjourned at 9:18 p.m.:

CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (B)

CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
ONE POTENTIAL CASE

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR:
NEGOTIATING PARTIES: CBS / AIRPORT AUTHORITY
PROPERTY LOCATION: SCLA

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AUTHORITY SECRETARY

**REGULAR MEETING
OF THE SOUTHERN CALIFORNIA
LOGISTICS AIRPORT AUTHORITY
JUNE 6, 2006**

The regular meeting of the Southern California Logistics Airport Authority was called to order by Chairman Caldwell at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor William Cole from the Christian Covenant Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Carolee Bates, Authority Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

PUBLIC HEARING

**A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NO. SCLAA-06**

This item was continued to June 20, 2006.

Consent
#2C
09-19-06

CONSENT CALENDAR

PRESENTATION OF REQUEST TO APPROVE MINUTES OF MEETINGS

It was moved by Board Member Almond, seconded by Board Member Cabriales, to approve the consent calendar as follows:

- A. REGULAR MEETING HELD FEBRUARY 21, 2006
- B. SPECIAL JOINT MEETING WITH CITY COUNCIL HELD FEBRUARY 28, 2006
- C. REGULAR MEETING HELD MARCH 7, 2006
- D. REGULAR MEETING HELD MARCH 21, 2006

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. SCLAA-06-006

It was reported by Assistant City Attorney de Bortnowsky that the financing was in place and the City had received written communication from CBS Aviation that payment to the contractors would be made by June 30, 2006 and that there will be no signature on this contract until all creditors have been paid. If payment to the contractors is not made by July 1, 2006, this contract will be null and void.

It was moved by Board Member Almond, seconded by Board Member Cabriales, to adopt Resolution No. SCLAA-06-006 entitled;

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY APPROVING A GROUND LEASE AGREEMENT (PARCEL B) BY AND BETWEEN THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND CBS AVIATION DEVELOPMENT, LLC

Motion carried unanimously.

PRESENTATION OF REQUEST TO AUTHORIZE THE USE OF TAX EXEMPT BOND PROCEEDS TO ACQUIRE FIRE SUPPRESSION AND WATER RELATED EQUIPMENT FOR SCLA AND BUSINESSES LOCATED WITHIN OR ADJACENT TO SCLA

Chief Becker explained that this item would build a second pump house to support hangar infrastructure on the east end of airport. This is an opportunity to purchase equipment that is already on site.

It was moved by Board Member Almond, seconded by Board Member Cabriales, to use tax exempt bond proceeds to acquire the fire suppression and water related

equipment for SCLA and businesses located within or adjacent to SCLA; motion carried unanimously.

CLOSED SESSION

CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (B)

CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
ONE POTENTIAL CASE

RECESS TO CLOSED SESSION/ADJOURNMENT

There being no further business to come before the Authority, Chairman Caldwell duly recessed the meeting to closed session, announced that no reportable action was anticipated, and that the meeting would stand adjourned to Wednesday, June 7, 2006 at 6 p.m. in Conference Room "E" for the budget workshop.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AUTHORITY SECRETARY

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**SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE;
SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY;
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY;
AND VICTORVILLE REDEVELOPMENT AGENCY
JUNE 7, 2006**

The special meeting of the City Council of the City of Victorville, Southern California Logistics Rail Authority; Southern California Logistics Airport Authority; and the Victorville Redevelopment Agency was called to order by Mayor/Chairman Rothschild and Chairman Caldwell at 6:00 p.m. at Victorville City Hall, Conference Room "E," 14343 Civic Drive, Victorville, California.

ROLL CALL

PRESENT: Councilmembers/Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager/Executive Director; Carolee Bates, City Clerk/Authority Secretary/Agency Secretary; John Becker, Fire Chief; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Bill Webb, Director of Planning & Development; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

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WRITTEN COMMUNICATIONS

PRESENTATION AND DISCUSSION REGARDING BUDGET FOR FISCAL YEAR 2006-07

City Manager/Executive Director Roberts provided an overview of the budget process to the City Council/Board Members.

Finance Director Patterson noted that the proposed budget for fiscal year 2006/2007 is \$256.1 million. This is a 38 percent increase from the FY 2005/2006 budget, but only a 31 percent increase from the mid-year budget that was approved in February 2006. The budgets for Stirling International (Southern California Logistics Airport Authority) and Southern California Logistics Rail Authority will not be ready for the June 20th Board meeting so a continuance will be requested for their respective resolutions. This will allow the day-to-day operations to continue until their budgets are presented to the Board for adoption.

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Consent
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City Manager/Executive Director Roberts also reported that for three years Stirling Airports' entire development operations have been independent of the City's funding. All activity is entirely funded by redevelopment funds generated by SCLA. The only portion, by law, of the airport that cannot be funded from the redevelopment funds is the operation of the airport. It is estimated that by the end of the year the airport will be sufficient and self-supporting.

City Engineer McGlade reported a proposed budget of \$6,600,000. That is a 50 increase due to expenditures. The projected revenues from plan check and inspection fees are projected to increase by 78 percent. Engineering's budget includes the addition of three positions that will replace contract employees.

Community Services Director Gargan reported that his department's budget has increased by 20 percent. Revenues, because of the property tax, have increased by approximately 23 percent. The increase in expenditures is largely due to the one time purchase

of the furniture for the expansion/renovation of City Hall. Also included is the purchase of the I.C.E. Bear Equipment for cooling two locations in the City as well as the irrigation for the golf courses. Personnel has increased by 11 positions and even though recruitment has been aggressive, there have been no candidates for the Assistant Director of Community Services thus far.

Economic Development Director Metzler reported that his department has been expanding over the years and now consists of three divisions: 1) marketing and business attraction; 2) redevelopment; and 3) affordable housing. Mr. Metzler stated that this year's proposed budget is \$23,000,000 for Economic Development. He reviewed the various projects that are under way in the Bear Valley and Hook Road Redevelopment Project Areas.

Acting Director of Public Works Sorensen reported that his department's proposed budget is \$16,300,000 representing a 3.2 percent increase over last year. The budget was prepared by each division supervisor based upon his/her projected five year plan. Mr. Sorensen explained that the department is keeping pace with all the services the public needs and reviewed some other projects that Public Works has implemented.

Assistant Director of Municipal Utilities Wellborn presented the Utilities Department budget.

City Clerk/Board Secretary Bates presented the City Clerk and Elections Department budgets.

ADJOURNMENT

There being no further business to come before the City Council/Board, Mayor/Chairman Rothschild and Chairman Caldwell adjourned the meetings at 9:15 p.m.

MAYOR/CHAIRMAN OF THE VICTORVILLE
REDEVELOPMENT AGENCY

CHAIRMAN OF THE SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY AND SOUTHERN
CALIFORNIA LOGISTICS AIRPORT AUTHORITY

ATTEST:

CITY CLERK AND SECRETARY TO THE
BOARD OF SCLRA, SCLAA AND RDA

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AGENDA ITEM

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
MEETING OF**

September 19, 2006

SUBMITTED BY: Peter Soderquist
Airport Director

DATE: September 8, 2006

**SUBJECT: EMERGENCY REPAIR OF FIRE SUPPRESSION SYSTEM IN
HANGARS 676 AND 683**

RECOMMENDATION:

Request approval to pay Fire and Pump for repair of the fire suppression system in Hangars 676 and 683.

FISCAL IMPACT:

The cost to repair the fire suppression system at Hangars 683 and 676 is expected to be between \$180,000 and \$185,000. Forty thousand (\$40,000) was budgeted. The remainder (\$145,000) will be paid out of budget savings. An appropriation is not requested.

Budget: \$185,000
Budget Acct: 76947-bond proceeds

Finance Dept. Use Only

Additional Appropriation

No

Yes/\$Amount

Finance Director Review

\$ Approval *Sp*

DISCUSSION:

Hangar 676:

In February of 2006, the fire suppression system for Hangar 676 activated for unknown reasons. Leading Edge was painting a United Airlines B-747 at the time. There was no damage to the airplane. So as to not impact the Leading Edge painting program, the automatic detection feature of the suppression system was turned off. Leading Edge and Victorville Aerospace personnel were trained how to operate the system manually.

The provider, Fire and Pump, was asked to provide emergency repairs to the system. Their ground rules were to not interfere with Leading Edge, which continued to paint UAL aircraft (the system was in manual mode). A quote to perform the work was requested from Fire and Pump but, as will be explained below, it was late in arriving. Sixty-five thousand dollars (\$65,000) was nevertheless requested (and approved) at the

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
18374 PHANTOM, VICTORVILLE, CA 92394
TEL 760.246.6115 FAX 760.246.3108
www.logisticsairport.com

Written
#3
09-19-06

March 7, mid-year budget review to cover the anticipated cost to complete the repairs. On May 2, 2006 a quote in the amount of \$47,790 was received for the work on Hangar 676.

Fire and Pump's effort to troubleshoot the system proved to be difficult. Several "fixes" were attempted before a permanent solution was identified. The infrared detectors were relocated. All check valves were rebuilt. Fire panels were cleared and reprogrammed. Complicating the repair was the inability to replicate the original problem. After several months of work, a probable cause was identified and the final corrective work took place in July – when a three week window in the Leading Edge painting operation became available. During the course of the repair the under-wing cannons were modified, external rotating beacons were installed, and the number of pipe bollards to protect the fire protection equipment was doubled. The repaired and upgraded system mirrors the one installed in the new Pratt & Whitney hangar.

The May 2 quote proved to be inadequate for what was encountered. Providing an accurate quote was difficult for Fire and Pump. There was no evidence of what caused the original release; access to the hangar was frustrated by the ongoing painting operation; the problem could not be duplicated; and, various attempts to correct the problem failed. Ultimately, a final quote of \$110,983 was received on August 1, 2006. It was late in arriving but in fairness to Fire and Pump, considering the conditions they were required to work under, its delay is understandable.

Unfortunately, the \$65,000 budgeted during the mid-year budget review was not rolled over during the preparation of the 2007 budget. (The 2007 budget was prepared in April/May and all involved believed the work would be done before the start of the new fiscal year). The final invoice will be received prior to the September 19 Airport Authority meeting. In anticipation, it is requested the Airport Authority approve a payment of up to \$115,000 to Fire and Pump for the repair of the fire suppression system of Hangar 676. Budget savings will be used. An appropriation is therefore, not requested.

Hangar 683:

The airport's 2007 CIP budget set aside \$40,000 for the addition of underwing water cannons for Hangar 683. On May 2, 2006, a quote of \$53,179 was received from Fire and Pump for the work. Experience in Hangar 676 (described above) revealed shortcomings in the 683 system. The opportunity was therefore taken to add the following upgrades and/or repairs:

- install new check valves on the concentrate bladder tank,
- new manual pull, abort and foam release stations were installed,
- sprinkler heads were changed from open head to closed head,
- two triple infrared detectors were installed,
- the alarm panel was cleared and reprogrammed,
- additional bollards were installed.

The final cost to do the work came in at \$71,543.

SUMMARY AND RECOMMENDATION:

The airport budgeted \$105,000 for fire suppression system repairs (\$40,000 for Hangar 683, and \$65,000 for Hangar 676). The May 2 quote received from Fire and Pump closely matched the budget.

Difficulty in identifying the cause of the release in Hangar 676 coupled with the addition of necessary improvements for both hangars resulted in a significant increase in the cost to fix the system (\$182,535).

Sixty five thousand dollars (\$65,000) of the \$105,000 originally budgeted failed to roll over into the 2007 budget.

It is requested the City Council authorize payment of up to \$185,525 to fire and Pump for their work on both hangars. Forty thousand (\$40,000) is budgeted and presently available. The remainder (\$145,535) will come from (CIP) budget savings.

FINAL CONSIDERATION:

Fire and Pump would not have identified and corrected the problem without the help of Chief John Becker. His knowledge in large fire suppression systems was instrumental in coming up with the final fix to the problem. In May, the frustration level was such that there was discussion of installing a whole new system. Had it not been for John's years of experience, the Airport Authority may have well been considering the cost of abandoning Hangar 676 or installing a whole new fire suppression system.

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AGENDA ITEM

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
MEETING OF**

September 19, 2006

SUBMITTED BY: Peter Soderquist
Airport Director

DATE: September 8, 2006

SUBJECT: FUEL SPILL

RECOMMENDATION:

Request authorization to pay Safety-Kleen \$356,013 for clean up of a fuel spill at Southern California Logistics Airport and request additional appropriation from general fund unappropriated fund balance.

FISCAL IMPACT: \$356,013

Budget:
Budget Acct:

Finance Dept. Use Only
Additional Appropriation
 No
 Yes/\$Amount \$356,013
Finance Director Review
\$ Approval Op

DISCUSSION:

A generator located between Hangar 676 and Hangar #2 suffered a fuel leak. An estimated 200 gallons of fuel was released into the ground. The incident has been turned over to the City's Risk Manager and is currently being investigated.

Emergency cleanup was completed by Safety-Kleen and the Fire Department Haz-mat Division has accepted the work. The final cost is \$356,013.00. Should the investigation reveal the cause and/or persons involved, reimbursement will be sought.

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
18374 PHANTOM, VICTORVILLE, CA 92394
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#4
09-19-06

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**VICTORVILLE REDEVELOPMENT AGENCY
AGENDA**

REGULAR MEETING
SEPTEMBER 19, 2006
7:00 P.M.

MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT - BOARDROOM
14306 PARK AVENUE
www.ci.victorville.ca.us

THE REDEVELOPMENT AGENCY MEETING IS SCHEDULED TO BEGIN AT
7:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE UPON THE
CONCLUSION OF THE MEETING OF THE SOUTHERN CALIFORNIA
LOGISTICS AIRPORT AUTHORITY

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

CONSENT CALENDAR

2. PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM THE
FOLLOWING MEETINGS:
 - A. REGULAR MEETING HELD MAY 2, 2006
 - B. JOINT MEETING WITH VICTORVILLE PLANNING COMMISSION
HELD MAY 9, 2006
 - C. REGULAR MEETING HELD MAY 16, 2006
 - D. REGULAR MEETING HELD JUNE 6, 2006
 - E. SPECIAL MEETING HELD JUNE 7, 2006

WRITTEN COMMUNICATIONS

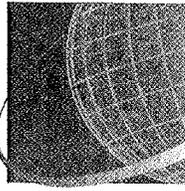
3. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-06-011
ENTITLED:

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 ROGERSDALE USA

4. PRESENTATION OF REQUEST TO ADOPTION RESOLUTION NO. R-06-12
ENTITLED:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY
APPROVING THE PURCHASE AND SALE AGREEMENT FOR CERTAIN REAL
PROPERTY IN THE CITY OF VICTORVILLE BY AND BETWEEN THE
VICTORVILLE REDEVELOPMENT AGENCY AND DEFORGE LLC

***ADJOURNMENT



VICTORVILLE
California

AGENDA ITEM

RDA REGULAR MEETING
MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 9/11/06

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.

CB/dl

Public Comment
#1
09-19-06

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**REGULAR MEETING
OF THE VICTORVILLE
REDEVELOPMENT AGENCY
MAY 2, 2006**

The regular meeting of the Victorville Redevelopment Agency was called to order by Chairman Rothschild at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by minister Robert Harper of Burning Bush Baptist Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Councilmembers Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Carolee Bates, Agency Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; and Kevin Collins, Plan Checker.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

CONSENT CALENDAR

PRESENTATION OF REQUEST THAT THE BOARD OF DIRECTORS AUTHORIZE THE EXECUTION, BY THE DIRECTOR OF ECONOMIC DEVELOPMENT, OF A SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE IN REGARD TO THE FOLLOWING MORTGAGE ASSISTANCE CASES

It was moved by Board Member Caldwell, seconded by Vice Chairman Cabriales, to approve the consent calendar as follows:

- A. MAP CASE NO. 00-03-08 (MINNIEFIELD)**

Consent
#2A
09-19-06

RDA MINUTES

May 2, 2006

Page 2 of 2

- B. MAP CASE NO. 03-04-06 (ORDAZ)
- C. MAP CASE NO. 01-07-11 (BALDWIN)

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO APPROVE AMENDMENT NO. 1 TO THE
OWNER PARTICIPATION AGREEMENT BY AND BETWEEN VICTORVILLE
REDEVELOPMENT AGENCY AND CONAGRA FOODS, INC.

It was moved by Board Member Hunter, seconded by Board Member Almond, to approve Amendment No. 1 to the OPA by and between RDA and Conagra Foods, Inc.; motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Agency, Chairman Rothschild duly adjourned the meeting to Tuesday, May 9, 2006 at 7:00 p.m. for a joint workshop with the Planning Commission regarding the Old Town Revitalization Project.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AGENCY SECRETARY

**JOINT MEETING OF THE
VICTORVILLE REDEVELOPMENT AGENCY
AND VICTORVILLE PLANNING COMMISSION
MAY 9, 2006**

The joint meeting of the Victorville Redevelopment Agency and Victorville Planning Commission was called to order by Chairman Rothschild at 7:00 p.m. in Conference Room "E," Victorville City Hall, 14343 Civic Drive, Victorville, California.

ROLL CALL

PRESENT: Victorville Redevelopment Agency
Board Members Almond, Cabriales, Hunter and Rothschild

ABSENT: Board Member Caldwell

PRESENT: Planning Commission
Commissioners Kurth, Metzler, Porter and Hinojos
(Commissioner Hinojos' arrival was noted at 7:20 p.m.)

ABSENT: Commissioner McEachron

Also present were Jon Roberts, Executive Director; Carolee Bates, Agency Secretary; Andre de Bortnowsky, Assistant City Attorney; Yvonne Hester, Director of Public Information & Community Affairs; Bill Webb, Director of Planning; Keith Metzler, Director of Economic Development; Collette Hanna, Business Development Manager; Mike Szarynski, Associate Planner; and Mike Jenks, Assistant Director of Public Works.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

UPDATE BY CONSULTANTS ON STATUS OF OLD TOWN REVITALIZATION PROJECT

RDA Chairman Rothschild and Planning Commission Chairman Kurth opened the meeting simultaneously. Chairman Rothschild explained this meeting was an update on information gathered as it relates to the revitalization of the Old Town District.

Economic Development Director Metzler explained that at the direction of the Redevelopment Agency staff had been asked to hire a professional consultant to assist the City in determining a strategic action plan for the ultimate redevelopment of the Downtown/Old Town District in the City of Victorville. Improvement had been made along the commercial corridor of Seventh Street and the Redevelopment Project Area was formed in order to assist with the financing mechanism.

Consent
#2B
09-19-06

Tim Gilbert, a Principal with MIG, was hired as a consultant to perform a study of the area and to report those findings and make recommendations as to the best plan of action. Mr. Gilbert gave a Power Point presentation that depicted different areas of the downtown area and presented different scenarios of how downtown would look when all the plans were carried out. Mr. Gilbert went into great detail as he explained each part of the presentation covering the following points:

- Future Visions
 - Celebrates its Historic Character
 - * Route 66 Museum
 - * Fire Museum
 - * High Desert Cultural Art Center
 - * Churches
 - * Diverse – Includes people of all ages
 - * Safe, visible & well-designed
 - * Walkable & Active
- Assets
 - Physical Character
 - Interesting mix of uses
 - Long-term residents
 - Development Opportunities
- Challenges and Opportunities
 - City Wide population growth
 - Area's poor image and stigma
 - Vacant and underutilized buildings
 - Auto and pedestrian access
 - Improve business practices
 - Parcel Assembly
- Safety, security and code enforcement
- Preliminary Economic Assessment
 - Economic assessment methodology
 - Existing demographics
 - Vibrant population growth chart
 - Regional population growth chart
 - Strong City level retail sales
 - Retail opportunities within Project Area
- Emerging Improvement Strategy
 - Housing
 - Infill development
 - Mixed use with ground floor
 - Retail along Seventh Street
- Specialty retail
 - Specialty "Theme" Retail
 - Small scale and local serving
- Heritage Tourism
 - Museum and Performing Arts venues
 - Tie-in with Historic Character – Riverfront Park
- Government Office

- Interim Land Use
Work with Government Agencies for Subsidized Office
- Supporting Strategies
 - Development Standards and Design
 - Security and Code Enforcement
 - Incentives for Mixed Use and Residential Infill
 - Guidelines – Identity, Marketing and Communication
 - Signage and Wayfinding
 - Business Retention and Attraction
- Key Priority Strategies
 - Create a “Clean and Safe” Program
 - Create a Main Street along Seventh Street between Forrest and “D” Streets
 - Develop standard and guidelines to provide unique, cohesive streets
 - Encourage and facilitate development in Old Town
 - Establish increased marketing and visibility

After each point had been thoroughly discussed and addressed, Mr. Metzler reported that the Redevelopment Agency is prepared to dedicate resources to activate the redevelopment effort in the Old Town area. It was discussed that possibly creating a large demonstration block would be the next step towards achieving their goal. The Task Force will schedule a meeting to go over the feedback, comments, suggestions and recommendations from this workshop and prepare a final document to present to both the City Council and the Planning Commission.

ADJOURNMENT

There being no further business to come before the Redevelopment Agency and the Planning Commission, Chairman Rothschild and Chairman Kurth both duly adjourned the joint meeting at 8:05 p.m.

CHAIRMAN OF THE REDEVELOPMENT AGENCY

CHAIRMAN OF THE PLANNING COMMISSION

ATTEST:

AGENCY SECRETARY

PLANNING COMMISSION SECRETARY

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**REGULAR MEETING
OF THE VICTORVILLE
REDEVELOPMENT AGENCY
MAY 16, 2006**

The regular meeting of the Victorville Redevelopment Agency was called to order by Chairman Rothschild at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor Dane Davis from the First Christian Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Marcie Wolters, Deputy Agency Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

PUBLIC HEARING

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. R-06-005 – ADOPTING ANNUAL BUDGET FOR 2006-2007

Chairman Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. R-06-005.

There was no public comment and Chairman Rothschild continued the hearing to the June 6, 2006 meeting at the request of staff.

CONSENT CALENDAR

Consent
#2C
09-19-06

PRESENTATION OF REQUEST THAT THE BOARD OF DIRECTORS AUTHORIZE THE EXECUTION, BY THE DIRECTOR OF ECONOMIC DEVELOPMENT, OF A SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE IN REGARD TO THE FOLLOWING MORTGAGE ASSISTANCE CASES:

It was moved by Board Member Hunter, seconded by Vice Chairman Cabriales, to approve the consent calendar as follows:

- A. MAP CASE NO. 00-03-08 (MINNIEFIELD)
- B. MAP CASE NO. 02-07-10 (GONZALES, JR.)

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO AUTHORIZE THE EXECUTION OF THE PROPOSED MOU BETWEEN SPACE CENTER, MIRA LOMA AND THE VICTORVILLE REDEVELOPMENT AGENCY

It was moved by Board Member Hunter, seconded by Board Member Almond, to authorize the execution of the proposed MOU between the Space Center and RDA; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE THE PROPOSED MOU WITH THE VICTOR VALLEY TRANSIT AUTHORITY (VVTA)

It was moved by Vice Chairman Cabriales, seconded by Board Member Almond, to approve the MOU with the VVTA; motion carried unanimously.

PRESENTATION OF REQUEST TO AUTHORIZE THE APPROVAL OF THE LAND SWAP AGREEMENT BETWEEN WBW INC. AND THE VICTORVILLE REDEVELOPMENT AGENCY

It was moved by Board Member Hunter, seconded by Vice Chairman Cabriales, to approve the land swap agreement between WBW Inc. and the RDA; motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Agency, Chairman Rothschild duly adjourned the meeting at 9:18 p.m.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AGENCY SECRETARY

**REGULAR MEETING
OF THE VICTORVILLE
REDEVELOPMENT AGENCY
JUNE 6, 2006**

The regular meeting of the Victorville Redevelopment Agency was called to order by Chairman Rothschild at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor William Cole from the Christian Covenant Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director; Carolee Bates, Agency Secretary; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

PUBLIC HEARING

**A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NO. R-06-005**

Chairman Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. R-06-005.

This item was continued to June 20, 2006.

Consent
#2D
09-19-06

CONSENT CALENDAR

PRESENTATION OF REQUEST TO APPROVE THE CONSENT CALENDAR

It was moved by Board Member Caldwell, seconded by Board Member Almond, to approve the consent calendar as follows:

- A. PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
1. REGULAR MEETING HELD FEBRUARY 21, 2006
 2. REGULAR MEETING HELD MARCH 7, 2006
- B. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-06-006 ENTITLED:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THE ISSUANCE OF A CERTIFICATE OF COMPLETION UNDER THAT CERTAIN DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND OPUS WEST CORPORATION DATED DECEMBER 2, 2003

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO AUTHORIZE STAFF TO ENTER INTO THE PROPOSED MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION (SCHDC) – McART PROPERTY

It was moved by Board Member Hunter, seconded by Vice Chairman Cabriaes, to authorize staff to enter into the proposed Memorandum of Understanding with Southern California Housing Development Corporation; motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Agency, Chairman Rothschild duly adjourned the meeting to Wednesday, June 7, 2006 at 6 p.m. in Conference Room "E" for the budget workshop.

CHAIRMAN OF THE BOARD OF DIRECTORS

RDA MINUTES
JUNE 6, 2006
Page 3 of 3

ATTEST:

AGENCY SECRETARY

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**SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE;
SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY;
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY;
AND VICTORVILLE REDEVELOPMENT AGENCY
JUNE 7, 2006**

The special meeting of the City Council of the City of Victorville, Southern California Logistics Rail Authority; Southern California Logistics Airport Authority; and the Victorville Redevelopment Agency was called to order by Mayor/Chairman Rothschild and Chairman Caldwell at 6:00 p.m. at Victorville City Hall, Conference Room "E," 14343 Civic Drive, Victorville, California.

ROLL CALL

PRESENT: Councilmembers/Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager/Executive Director; Carolee Bates, City Clerk/Authority Secretary/Agency Secretary; John Becker, Fire Chief; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Bill Webb, Director of Planning & Development; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

PRESENTATION AND DISCUSSION REGARDING BUDGET FOR FISCAL YEAR 2006-07

City Manager/Executive Director Roberts provided an overview of the budget process to the City Council/Board Members.

Finance Director Patterson noted that the proposed budget for fiscal year 2006/2007 is \$256.1 million. This is a 38 percent increase from the FY 2005/2006 budget, but only a 31 percent increase from the mid-year budget that was approved in February 2006. The budgets for Stirling International (Southern California Logistics Airport Authority) and Southern California Logistics Rail Authority will not be ready for the June 20th Board meeting so a continuance will be requested for their respective resolutions. This will allow the day-to-day operations to continue until their budgets are presented to the Board for adoption.

The Department Heads presented their individual budgets as follows:

Consent
#2E
09-19-06

Victorville Police Captain Taylor reported a proposed budget of \$14,638,700 for the 2006/2007 fiscal year. With the growth of the City, calls to the Police have increased and the department will be adding six deputies, two detectives, one sergeant, two marked patrol units, one unmarked unit and one station clerk as of July 1, 2006.

Information Services Director Stathis reported a 20 percent growth in his department. Information Services has consolidated all computers, telephones, copiers and all other technology equipment through their department. Their department serves over 1,000 devices, including the new Library system and some of the Police Department's phones and computers. Mr. Stathis reported that with the expansion of City Hall and the new Council Chambers, all technology will be state of the art and video conferencing will be available.

Human Resources Director Ramirez reported 28 percent growth from the previous fiscal year. Ms. Ramirez reported that training for employees has increased and her department is conducting more aggressive recruitments. Currently there are openings for 50-55 positions and eligibility lists are being compiled.

Development Director Webb reported that with the consolidation of the Building and Safety and Planning Departments, he is still reviewing staff assignments and making adjustments where necessary. Presently their budget is small, but after the expansion is complete and all positions are filled, he may request a budget adjustment at mid-year.

Assistant to the City Manager Weiss reported a 17 percent reduction in the City Manager's budget. This is mainly due to the fact that Public Information Officer Hester and her staff are no longer budgeted as part of the City Manager's Department.

Public Information & Community Affairs Director Hester reported that as the most recently developed department of the City, her budget increased by 100 percent. Ms. Hester reported that besides the new Library system coming under her department's jurisdiction, her department will continue to oversee contracts with the Chamber of Commerce, City Council activities and the City's new website will be launched on July 7. She will continue to handle all public information and press releases.

Airport Director Soderquist reported a proposed budget of \$6,105,000, reflecting a 20 percent increase from last year. He reviewed the security measures that are being taken at the airport.

City Manager/Executive Director Roberts also reported that for three years Stirling Airports' entire development operations have been independent of the City's funding. All activity is entirely funded by redevelopment funds generated by SCLA. The only portion, by law, of the airport that cannot be funded from the redevelopment funds is the operation of the airport. It is estimated that by the end of the year the airport will be sufficient and self-supporting.

City Engineer McGlade reported a proposed budget of \$6,600,000. That is a 50 increase due to expenditures. The projected revenues from plan check and inspection fees are projected to increase by 78 percent. Engineering's budget includes the addition of three positions that will replace contract employees.

Community Services Director Gargan reported that his department's budget has increased by 20 percent. Revenues, because of the property tax, have increased by approximately 23 percent. The increase in expenditures is largely due to the one time purchase

of the furniture for the expansion/renovation of City Hall. Also included is the purchase of the I.C.E. Bear Equipment for cooling two locations in the City as well as the irrigation for the golf courses. Personnel has increased by 11 positions and even though recruitment has been aggressive, there have been no candidates for the Assistant Director of Community Services thus far.

Economic Development Director Metzler reported that his department has been expanding over the years and now consists of three divisions: 1) marketing and business attraction; 2) redevelopment; and 3) affordable housing. Mr. Metzler stated that this year's proposed budget is \$23,000,000 for Economic Development. He reviewed the various projects that are under way in the Bear Valley and Hook Road Redevelopment Project Areas.

Acting Director of Public Works Sorensen reported that his department's proposed budget is \$16,300,000 representing a 3.2 percent increase over last year. The budget was prepared by each division supervisor based upon his/her projected five year plan. Mr. Sorensen explained that the department is keeping pace with all the services the public needs and reviewed some other projects that Public Works has implemented.

Assistant Director of Municipal Utilities Wellborn presented the Utilities Department budget.

City Clerk/Board Secretary Bates presented the City Clerk and Elections Department budgets.

ADJOURNMENT

There being no further business to come before the City Council/Board, Mayor/Chairman Rothschild and Chairman Caldwell adjourned the meetings at 9:15 p.m.

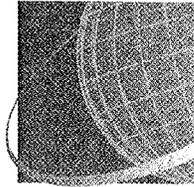
MAYOR/CHAIRMAN OF THE VICTORVILLE
REDEVELOPMENT AGENCY

CHAIRMAN OF THE SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY AND SOUTHERN
CALIFORNIA LOGISTICS AIRPORT AUTHORITY

ATTEST:

CITY CLERK AND SECRETARY TO THE
BOARD OF SCLRA, SCLAA AND RDA

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VICTORVILLE

California

VICTORVILLE REDEVELOPMENT AGENCY BOARD OF DIRECTORS MEETING OF: September 19, 2006

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: September 13, 2006

SUBJECT: Purchase and Sale Agreement – Rogersdale USA

RECOMMENDATION: That Your Honorable Board of Directors adopt Resolution No. R-06-011 approving the Purchase and Sale Agreement and authorize an additional appropriation in the amount of \$1,100,932 from the Bear Valley Redevelopment Project Area 2006 bond proceeds.

FISCAL IMPACT: \$1,100,932

--FINANCE DEPARTMENT USE ONLY--

Budget:

Additional Appropriation:

Budget Account No.: 540100-76931-90022-00000-54113

No

Yes \$1,100,932

Approved ap/asm

DISCUSSION: Your Honorable Board of Directors has been involved directly in the build-out of what has been recognized as the Auto Park at Valley Center. This development was undertaken as a result of the redevelopment of the former Roy Rogers Museum and the City's realignment project for Civic Drive. As a result, the Agency took a lead role in acquiring nearly 30-acres of property along the west side of I-15 south of Roy Rogers Drive. Within that 30-acres there were eight separate parcels created to serve auto related uses. Among those eight parcels, all are occupied, or are in the process of being built. Due to the interest in the Auto Park at Valley Center, the Agency believes that expansion of the Auto Park west of Civic Drive at Valley Park Lane would bring additional users to Victorville.

Very generally this transaction proposes the purchase of approximately 2.47 gross acres west of Civic Drive and south of Valley Park Lane (Parcel 2 of Parcel Map 16741) for \$10.00 per square foot with a total investment of \$1,075,932. Combined with the DeForge parcel, the Agency will be purchasing 4.94-acres, which will be preserved for future auto users.

Written

#3

09-19-06

Staff believes this transaction is an appropriate transaction that would compliments the Auto Park at Valley Center and therefore recommends that the City Council and Board of Directors adopt the appropriate resolution approving the proposed transaction.

Staff remains available for any questions or comments you might have.

KCM:jrt

Attachments: Resolution No. 06-011
Purchase and Sale Agreement
Site Map
Letter of Intent

VICTORVILLE REDEVELOPMENT AGENCY

RESOLUTION NO. R-06-011

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 ROGERSDALE USA

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 City Council of the City of Victorville, California (the "City Council") along with the Agency have caused the adoption of a Redevelopment Plan and related Implementation Plan, as amended (collectively, the "Redevelopment Plan"); and

WHEREAS, the Agency has the authority to purchase property pursuant to Health and Safety Code Section 33391; and

WHEREAS, Rogersdale USA (the "Seller") currently owns certain real property consisting of approximately 2.47 acres located within the Project Area for the Redevelopment Plan (the "Project Area") and more particularly described as Parcel 2 of Parcel Map 16741; and

WHEREAS, Agency deems it desirable to purchase the Property from the Seller and the Seller deems it desirable to sell the Property to 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, the Agency and the City Council have evaluated the Agreement and have determined that the purchase 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; and

WHEREAS, the Agency and the City Counsel have determined that the environmental review for this Project falls within the scope of the programmatic EIR for Project Area 1, and that the Third Amendment will not result in any significant changes in the

Project or underlying circumstances of the Project which results in: (1) an increase in the severity of the previously identified impacts, or (2) any new significant impacts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, 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 purchase of the Property, pursuant to the Agreement, will be of benefit to the Agency and the City and will also promote redevelopment within the Project Area of the Agency.

Section 4. The Agency hereby finds that the Agreement is consistent with the Redevelopment Plan previously adopted by the Agency.

Section 5. The Agency hereby finds that the purchase of the Property is equivalent to the estimated fair market value at the Property's highest uses permitted.

Section 6. The Purchase Agreement by and between the Agency and Rogersdale USA 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 7. This Resolution shall take effect upon its adoption.

VICTORVILLE REDEVELOPMENT AGENCY

AGENDA

September 19, 2006

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 ROGERSDALE USA**

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 ROGERSDALE USA

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between ROGERSDALE USA, a _____ ("Seller") and VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic and ("Purchaser") this ___ day of _____, 2006 for the purchase of that certain unimproved real property consisting of 2.47 gross acres in the City of Victorville ("City") and more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") (Parcel 2 of Parcel Map 16741):

THE PARTIES AGREE AS FOLLOWS:

Section 1. Purchase Price.

The Purchaser shall pay the Seller One Million Seventy-Five Thousand Nine Hundred Thirty-two Dollars (\$1,075,932) (the "Purchase Price") for the Property. The value is based on the fair market value of the property, estimated at Ten Dollars per square foot (\$10.00/sf). The Purchase Price shall be payable at the close of escrow in immediately available funds.

Section 2. Good Faith Deposit.

Within ten (10) business days following the full execution of and delivery of this Agreement, Purchaser will deposit earnest money of One Hundred Thousand Dollars (\$100,000.00) (the "Deposit") with Chicago Title Insurance Company, located at 17330 Bear Valley Road, Suite 101, Victorville, CA 92392 ("Title Company"). Title Company will place the Deposit in an interest-bearing account with interest to accrue to the Purchaser's benefit. If the transaction closes, the Deposit shall be credited against the Purchase Price. If the transaction does not close for any reason other than default by Purchaser, then the Deposit shall be returned to Purchaser. In the event of Purchaser's default under the Agreement, Seller shall have as its sole remedy the right to terminate the Agreement and retain the Deposit as liquidated damages in accordance with the terms of this Agreement.

Section 3. Personal and Attached Property.

The Property is unimproved real property and no improvements, personal property or fixtures are included in the Purchase Price.

Section 4. Escrow.

Within ten (10) business days of the execution of this Agreement ("Execution Date") the parties shall open escrow with Title Company or another mutually acceptable escrow company and shall cause the escrow company to order a Preliminary Title Report from Title Company or another reputable title company acceptable to the Parties. 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, all 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 5. Contingencies.

Purchaser's obligation to purchase the Property will be subject to the following contingencies being satisfied, or, in Purchaser's sole and absolute discretion, waiver of all or some of the same, on or before the dates provided for in this Agreement. If the contingencies are not satisfied or waived by the applicable dates, the Deposit, with interest, shall be refunded to Purchaser and this Agreement shall terminate. The Parties acknowledge that the purchase of the Property may be contingent upon the purchase of a contiguous parcel located immediately east of the Property and more particularly described as Parcel 1 of Parcel Map 16741.

a. Title and Survey: Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of this Agreement to approve a current title insurance commitment covering the Property a current ALTA survey of the Property. Seller will incur the costs associated with obtaining a CLTA title insurance premium. The additional ALTA premium and related ALTA survey will be borne by the Purchaser. Within ten (10) days after Seller's execution of this Agreement, Seller shall furnish to Purchaser copies, if any, of the most recent title insurance policy (or commitment), preliminary title report, and survey pertaining to the Property in Seller's possession.

b. Feasibility and Studies: Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of this Agreement to conduct inspections and studies of the Property and to evaluate the Property and its purchase and sale as contemplated in this Agreement. Within ten (10) days of Seller's execution of this Agreement, Seller shall furnish to Purchaser copies of any studies, reports, or surveys in Seller's possession or under Seller's control.

Section 6. Closing.

The closing of escrow ("Closing") shall occur at the office of the Title Company not later than ninety (90) days from the Execution Date of this Agreement. To the extent the Parties may close sooner, it is the intent of the Purchaser to do so. At Closing, Seller will provide Purchaser with a grant deed to the Property, 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) to be paid and satisfied at Closing. Title Company shall be irrevocably committed, at Closing, to issue to Purchaser an ALTA extend owner's policy of title insurance in the amount of the Purchase Price.

Section 7. 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 8. Title.

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, (b) conditions, covenants, restrictions, and public utility easements, and (c) 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 Section 4. 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.

Section 9. Closing Costs and Prorations.

Seller will pay the title insurance premium for the issuance of a CLTA standard owner's policy of title insurance in the amount of the Purchase Price and the Purchaser shall pay the additional title insurance premium for the issuance of an ALTA extended owner's policy of title insurance. Seller and Purchaser shall divide customary escrow costs equally. Property taxes for the year in which Closing occurs will be prorated as of the date of the Closing. Documentary and other transfer taxes shall be paid by Seller. 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. Seller's Representations and Warranties.

Seller shall make the following representations and warranties to Purchaser:

a. Proceedings. There as 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 materials' 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 11. Maintenance.

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

Section 12. Risk of Loss.

Risk of loss to the Property shall be borne by Seller until title has been conveyed to Purchaser. If the Property is destroyed or materially damaged prior to transfer of title, Seller shall be relieved of the obligation to sell the Property to Purchaser as provided herein and this Agreement shall terminate as provided in Section 18.

Section 13. Purchaser Financing.

Purchaser's purchase of the Property shall not be contingent upon Purchaser's ability to secure purchase financing.

Section 14. Tax Withholding.

(a) If Seller is a "Foreign Person," then the Foreign Investment in Real Property Tax Act [26 U.S.C.A. §1445] (FIRPTA) may require that Purchaser withhold 10 percent (10%) of the sales price. In addition, Revenue & Taxation Code §18662 may require Purchaser to withhold one-third of the amount withheld under federal law. However, withholding may not be necessary if Seller furnishes a "withholding certification form" in the form prescribed by law stating that withholding is not required. Also, withholding may not be required if the Property is acquired for use by Purchaser as a primary residence and sells for no more than Three Hundred Thousand Dollars (\$300,000).

(b) "Foreign person" is defined in Section 1.445-1T (e) of the IRS Regulations as a nonresident foreign individual (i.e., a person in this country on a work visa or student visa or other restrictive or special purpose permit), foreign corporation, foreign partnership, or foreign trust or estate. A person who is legally classified as a "Resident Alien" (i.e., a person who is here as a permanent resident), will usually have been issued a "green card," a Social Security number

or a Federal Taxpayer I.D. number, and is exempt from the reporting requirements of Section 1.445-1T(e).

(c) Seller is not a "Foreign Person" as defined in Section 1.445-1T (e) of the IRS Regulations.

Section 15. 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 16. Reserved.

Section 17. Reserved.

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 seven (7) 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 three (3) 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: Rogersdale USA

Attn: _____

To Purchaser: Victorville Redevelopment Agency
14343 Civic Center Drive
Victorville, CA 92392
Attn: Keith Metzler

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.

The total real estate commission and fees payable in connection with the transaction set forth in this Agreement shall be paid by the Seller.

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. 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.

Section 28. Vesting.

Purchaser may take title to the Property in its name alone or with other parties as Purchaser deems desirable. Seller shall fully cooperate in Purchaser's vesting election by duly preparing, executing and delivering any required documents to the Title Company as reasonably requested by Purchaser.

Section 29. Representations and Warranties.

Each person signing this Agreement on behalf of Purchaser and Seller represents he or she has been duly authorized to do so.

[END OF PAGE]

EXECUTION DATE

The undersigned parties agree to the purchase and sale of the Property on the terms and conditions stated in this Agreement as of the date indicated below.

Dated: _____

Dated: _____

“PURCHASER”

“SELLER”

VICTORVILLE REDEVELOPMENT AGENCY. ROGERSDALE USA
a public body, corporate and politic

By: _____
Keith Metzler
Director of Economic Development

By: _____
Its: _____

APPROVED AS TO FORM:

ATTEST:

Agency Counsel

Carolee Bates, Agency Secretary

VICT\0022\DOC\052.DOC
9/13/06 1230 hvt

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

PARCEL MAP NO. 16741

BEING A SUBDIVISION OF PARCEL 4, OF PARCEL MAP NO. 16169 AS RECORDED IN PARCEL MAP BOOK 201, PAGES 18 THROUGH 21, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF THE SW 1/4 OF SEC. 17, T. 5 N, R. 4 W., S.B.M. TOGETHER WITH THOSE PORTIONS OF "CIVIC DRIVE" AND "CIVIC DRIVE WEST" VACATED (TERMINATED) BY RESOLUTION NO. 07-71 OF THE VICTORVILLE CITY COUNCIL, AND RECORDED, MAY 3, 2004 AS DOCUMENT NO. 04-305500 OFFICIAL RECORDS COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

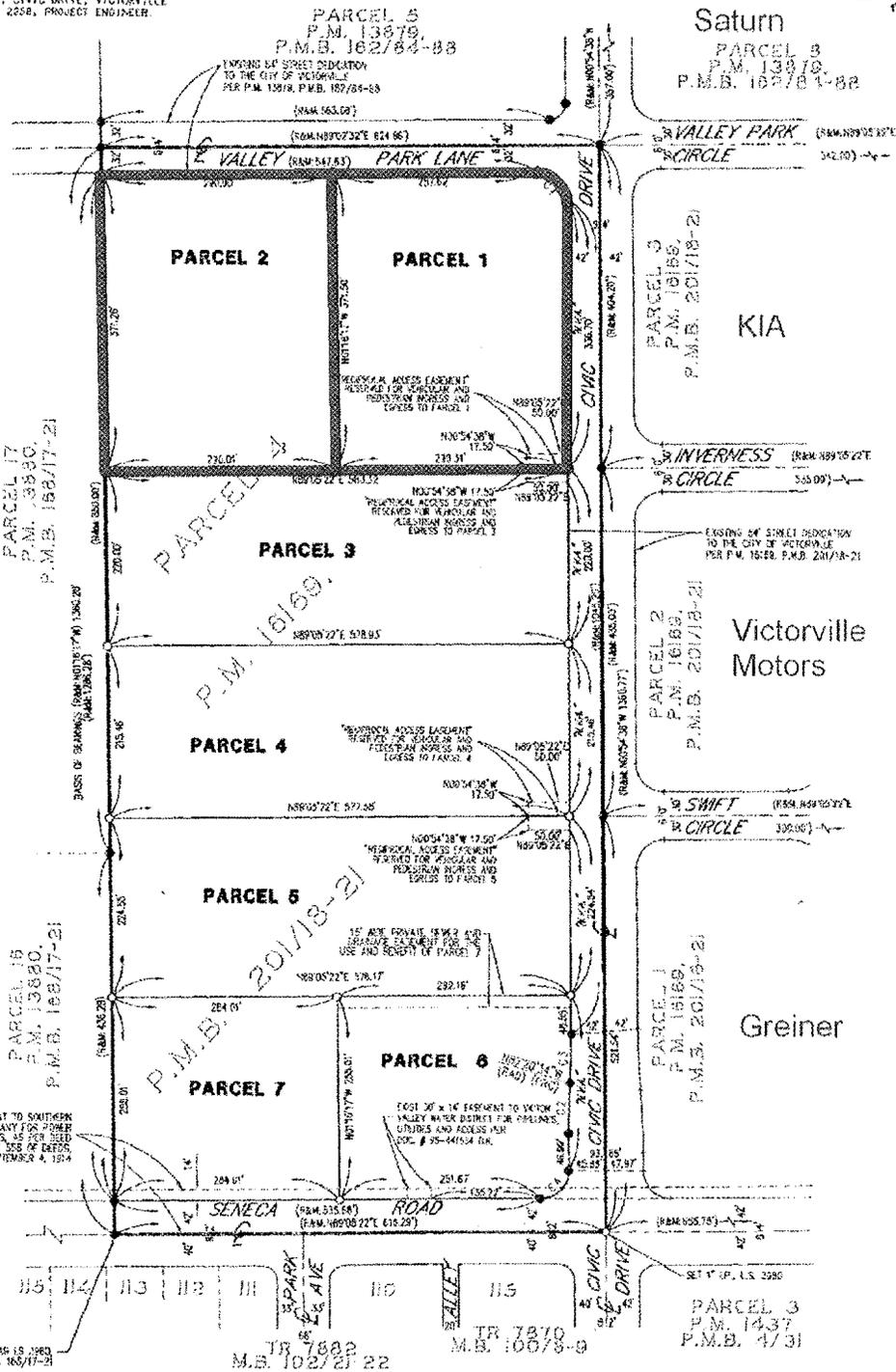
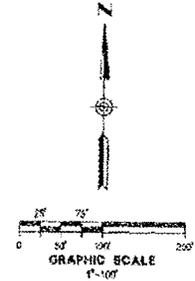
SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS IS TAKEN FROM THE WEST LINE OF PARCEL 4, PER P.M. 16169, P.M.B. 201/18-21, SHOWN THEREON AS BEING NORTH 01°18'17" WEST.
2. DENOTES IRON MONUMENTS TAPPED L.S. 3980 PER P.M. 16169, P.M.B. 201/18-21, UNLESS OTHERWISE NOTED.
3. DENOTES 1" IRON PIPE 1/2" LONG TO BE SET FLUSH AND TAPPED L.S. 3980. ALL CENTER LINE MONUMENTS TO BE SET FLUSH WITH FINISHED SURFACE WITH NAIL AND BRASS TAG.
4. (TRM) DENOTES RECORD AND MEASURED DATA PER P.M. 16169, P.M.B. 201/18-21.
5. DENOTES PARCEL MAP BOUNDARY LINE.
6. THIS PARCEL MAP CONSISTS OF SEVEN (7) NUMBERED PARCELS.
7. TENTATIVE PARCEL MAP NO. PM-24-020
8. (PNC) DENOTES POINT OF REVERSE CURVE.
9. (RAD) DENOTES RADIAL BEARING.
10. "N.V.A." DENOTES NON-VEHICULAR ACCESS.
11. A SOILS REPORT PREPARED BY: C.H.J. INCORPORATED, DATED JANUARY 13, 1985, 209 1st, 950208-3, FOR ROYERDALE U.S.A. COMPLEX, CIVIC DRIVE, VICTORVILLE BY DONALD M. WATKINS P.E., 2558, PROJECT ENGINEER.

VVCE, INC., NOVEMBER 2004

CURVE DATA TABLE

NUMBER	ID	R	L	T
C1	90°10'50"	35.00	65.01	35.03
C2	00°34'04"	1010.00	87.89	81.46
C3	00°34'04"	900.00	81.85	35.83
C4	90°00'00"	35.10	54.98	35.00

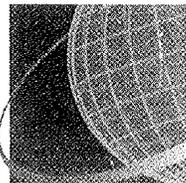


10 2" N GRASS TAG L.S. 3980 PER P.M. 13560, P.M.B. 165/17-21

TR 7882 M.B. 102/21-22

TR 7870 M.B. 100/78-9

PARCEL 3 P.M. 1437 P.M.B. 4/31



VICTORVILLE

California

August 31, 2006

Bob Tinsley
B.R. Tinsley, Inc.
18165 Highway 18
Apple Valley, CA 92307

RE: Property located on Civic Drive, Victorville, CA – Parcel 2 of Parcel Map 16741

Dear Mr. Tinsley:

The Victorville Redevelopment Agency or its assignee ("Purchaser") proposes to purchase Parcel 2 of Parcel Map 16741 as real property consisting of 2.47 gross acres. The Assessors Parcel Number is 0395-361-42-0000. A map depicting the site is attached hereto as Exhibit "A". If the general provision contained in this Letter of Intent are acceptable, I would be prepared to have the Agency Board of Directors approve a Purchase and Sale Agreement containing these general provisions at the Agency's September 19, 2006 Board Meeting. Anticipating the Board's approval, we could make the Purchase and Sale Agreement effective September 20, 2006.

1. **Purchase Price:** The purchase price shall be \$1,075,932. The value is based upon the listing solicited by B.R. Tinsley Real Estate. The purchase price shall be payable at the close of escrow in immediately available funds.
2. **Earnest Money:** Within ten (10) business days following the full execution and delivery of a Purchase and Sale Agreement (the "Agreement") for the transaction set forth in this Letter of Intent (the "Effective Date of the Purchase and Sale Agreement"), Purchaser will deposit earnest money of One Hundred Thousand and No/100 Dollars (\$100,000.00, the Deposit) with Chicago Title Insurance Company, located at 17330 Bear Valley Road, Suite 101, Victorville, CA 92392 ("Title Company"). Title Company will place the Deposit in an interest-bearing account with interest to accrue to Purchaser's benefit. If the transaction closes, the Deposit shall be credited against the Purchase Price. If the transaction does not close for any reason other than default by Purchaser, then the Deposit shall be returned to Purchaser. In the event of Purchaser's default under the Agreement, Seller shall have as its sole remedy the right to terminate the Agreement and retain the Deposit as liquidated damages.

CITY OF VICTORVILLE

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

A WORLD OF OPPORTUNITY

3. **Contingencies:** Purchaser's obligation to purchase the Property will be subject to the following contingencies being satisfied or, in Purchaser's sole and absolute discretion, waived on or before the dates provided for in this Letter of Intent. If the contingencies are not satisfied or waived, in either case in Purchaser's sole discretion, by the applicable dates, the Deposit, with interest, shall be refunded to Purchaser and the Agreement shall terminate. The purchase of said property may be contingent upon the purchase of a contiguous parcel located immediately east of said parcel (parcel 1 of Parcel Map 16741).
 - a. **Title and Survey:** - Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of the Agreement to approve a current title insurance commitment covering the Property and a current ALTA survey of the Property, the cost of which survey shall be the responsibility of Purchaser. Within ten (10) days after the effective date of the Agreement, Sellers shall furnish to Purchaser copies of the most recent title insurance policy (or commitment) and survey pertaining to the Property in Sellers possession.
 - b. **Feasibility and Studies:** Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of the Agreement to conduct inspections and studies of the Property and to evaluate the Property and the transaction which is the subject of this Letter of Intent. Within ten (10) days after the effective date of the Agreement, Seller shall furnish to Purchaser copies of any studies, reports or surveys in Seller's possession or under Seller's control, including, without limitation, those identified on the Property Questionnaire attached hereto as Exhibit A.
4. **Closing:** The closing of the transaction set forth in this Letter of Intent (the "Closing") shall occur at the office of Title Company not later than 90-days from the effective date of the Purchase and Sale Agreement. To the extent we can close sooner, it is the Agency's intent to do so. At the Closing, Seller will provide Purchaser with a grant deed to the Property 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) to be paid and satisfied at the Closing. Title Company shall be irrevocably committed, at Closing, to issue to Purchaser an ALTA extended owner's policy of title insurance in the amount of the Purchase Price.

5. **Closing Costs and Prorations:** Seller will pay the title insurance premium for the issuance of a CLTA standard owner's policy of title insurance in the amount of the Purchase Price and Purchaser shall pay the additional title insurance premium for the issuance of an ALTA extended owner's policy of title insurance. The following closing costs shall be divided equally between Seller and Purchaser: (i) all real estate excise or recording, conveyance, transfer, documentary stamp or similar taxes or fees imposed in connection with the conveyance of the Property and (ii) Title Company's escrow fee. Property taxes for the year in which the Closing occurs will be prorated as of the date of the Closing. Each party shall pay its own legal and other consultants' fees incurred in connection with the transaction set forth in this Letter of Intent.
6. **Broker's Fee:** The total commission payable in connection with the transaction set forth in this Letter of Intent shall be paid by the Seller as the Purchaser has not engaged a broker in connection with the transaction set forth in this Letter of Intent to whom a commission is or would be payable.
7. **Representations and Warranties:** Each person signing this Letter of Intent on behalf of Purchaser and Seller represents he or she has been duly authorized to do so. Seller shall make usual and customary representation and warranties to Purchaser, which shall be set forth in the Agreement.
8. **Right to Enter Property:** 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 existed 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 an/or reported (as may be required by law) any adverse physical conditions, title conditions, or other defect with respect to the Property.

This Letter of Intent is, an expression of our mutual intent to conduct serious negotiations, which could result in a binding Agreement. With the exception of Section 8, which is binding on Seller, neither party will be bound until a final Agreement is executed by Purchaser and Seller.

If the foregoing is acceptable, please sign a copy of this Letter of Intent on behalf of Seller in the space provided below and return an executed copy to me no later than September 8, 2006. This will permit us adequate time to get the item on our Redevelopment Agency agenda. We look forward to your response.

Sincerely,



Keith C. Metzler
Director of Economic Development

KCM:jrt

cc: Andre de Bortnowsky, Agency Legal Counsel

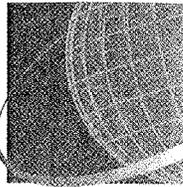
Accepted and Agreed to this 8 day of SEPT, 2006.

By:  _____

Its: PRESIDENT _____

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VICTORVILLE

California

VICTORVILLE REDEVELOPMENT AGENCY BOARD OF DIRECTORS MEETING OF: September 19, 2006

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: September 13, 2006

SUBJECT: Purchase and Sale Agreement – DeForge LLC

RECOMMENDATION: That Your Honorable Board of Directors adopt Resolution No. R-06-012 approving the Purchase and Sale Agreement and authorize an additional appropriation in the amount of \$1,525,000 from the Bear Valley Redevelopment Project Area 2006 bond proceeds.

FISCAL IMPACT: \$1,525,000

--FINANCE DEPARTMENT USE ONLY--

Budget:

Additional Appropriation:

Budget Account No.:540100-76931-90022-00000-54113 No

Yes/\$Amount \$1,525,000

Approved ap/asm

DISCUSSION: Your Honorable Board of Directors has been involved directly in the build-out of what has been recognized as the Auto Park at Valley Center. This development was undertaken as a result of the redevelopment of the former Roy Rogers Museum and the City's realignment project for Civic Drive. As a result, the Agency took a lead role in acquiring nearly 30-acres of property along the west side of I-15 south of Roy Rogers Drive. Within that 30-acres there were eight separate parcels created to serve auto related uses. Among those eight parcels, all are occupied, or are in the process of being built. Due to the interest in the Auto Park at Valley Center, the Agency believes that expansion of the Auto Park west of Civic Drive at Valley Park Lane would bring additional users to Victorville.

Very generally this transaction proposes the purchase of approximately 2.47 gross acres west of Civic Drive and south of Valley Park Lane (Parcel 1 of Parcel Map 16741) for approximately \$13.94 per square foot with a total investment of \$1,500,000. Combined with the Rogersdale parcel, the Agency will be purchasing 4.94-acres, which will be preserved for future auto users.

Written

#4

09-19-06

N:\VVRDA\Hook Project Area\Current Project Files\Auto Park at Valley Center\06.09.19 Staff report.P&S Agreement.DeForge
CITY OF VICTORVILLE
LLC.doc 14343 Civic Drive • Victorville, CA 92392 • 760.955.5032 760.955.5042 Fax

Staff believes this transaction is an appropriate transaction that would compliments the Auto Park at Valley Center and therefore recommends that the City Council and Board of Directors adopt the appropriate resolution approving the proposed transaction.

Staff remains available for any questions or comments you might have.

KCM:jrt

Attachments: Resolution No. 06-012
Purchase and Sale Agreement
Site Map
Letter of Intent

Victorville Redevelopment Agency

RESOLUTION NO. R-01-012

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT
AGENCY APPROVING THE PURCHASE AND SALE
AGREEMENT OF CERTAIN REAL PROPERTY IN THE CITY
OF VICTORVILLE BY AND BETWEEN THE VICTORVILLE
REDEVELOPMENT AGENCY AND DEFORGE 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 City Council of the City of Victorville, California (the "City Council") along with the Agency have caused the adoption of a Redevelopment Plan and related Implementation Plan, as amended (collectively, the "Redevelopment Plan"); and

WHEREAS, the Agency has the authority to purchase property pursuant to Health and Safety Code Section 33391; and

WHEREAS, DeForge LLC (the "Seller") currently owns certain real property consisting of approximately 2.47 acres located within the Project Area for the Redevelopment Plan (the "Project Area") and more particularly described as Parcel 1 of Parcel Map 16741; and

WHEREAS, Agency deems it desirable to purchase the Property from the Seller and the Seller deems it desirable to sell the Property to 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, the Agency and the City Council have evaluated the Agreement and have determined that the purchase 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; and

WHEREAS, the Agency and the City Counsel have determined that the environmental review for this Project falls within the

scope of the programmatic EIR for Project Area 1, and that the Third Amendment will not result in any significant changes in the Project or underlying circumstances of the Project which results in: (1) an increase in the severity of the previously identified impacts, or (2) any new significant impacts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, 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 purchase of the Property, pursuant to the Agreement, will be of benefit to the Agency and the City and will also promote redevelopment within the Project Area of the Agency.

Section 4. The Agency hereby finds that the Agreement is consistent with the Redevelopment Plan for the Project Area previously adopted by the Agency.

Section 5. The Agency hereby finds that the purchase of the Property is equivalent to the estimated fair market value at the Property=s highest uses permitted.

Section 6. The Purchase Agreement by and between the Agency and DeForge 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 7. This Resolution shall take effect upon its adoption.

VICTORVILLE REDEVELOPMENT AGENCY

AGENDA

September 19, 2006

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between DEFORGE LLC, a California limited liability company, ("Seller") and VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic and ("Purchaser") this ___ day of _____, 2006 for the purchase of that certain unimproved real property consisting of 2.47 gross acres in the City of Victorville ("City") and more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") (Parcel No. 1 of Parcel Map 16741):

THE PARTIES AGREE AS FOLLOWS:

Section 1. Purchase Price.

The Purchaser shall pay the Seller One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Purchase Price") for the Property. The value is based upon fair market value of the Property, estimated at an amount of Thirteen Dollars and Ninety-Four Cents per square foot (\$13.94/sf). The Purchase Price shall be payable at the close of escrow in immediately available funds.

Section 2. Good Faith Deposit.

Within ten (10) business days following the full execution of and delivery of this Agreement, Purchaser will deposit earnest money of One Hundred Thousand Dollars (\$100,000.00) (the "Deposit") with Chicago Title Insurance Company, located at 17330 Bear Valley Road, Suite 101, Victorville, CA 92392 ("Title Company"). Title Company will place the Deposit in an interest-bearing account with interest to accrue to the Purchaser's benefit. If the transaction closes, the Deposit shall be credited against the Purchase Price. If the transaction does not close for any reason other than default by Purchaser, then the Deposit shall be returned to Purchaser. In the event of Purchaser's default under the Agreement, Seller shall have as its sole remedy the right to terminate the Agreement and retain the Deposit as liquidated damages in accordance with the terms of this Agreement.

Section 3. Personal and Attached Property.

The Property is unimproved real property and no improvements, personal property or fixtures are included in the Purchase Price.

Section 4. Escrow.

Within ten (10) business days of the execution of this Agreement ("Execution Date") the parties shall open escrow with Title Company or another mutually acceptable escrow company and shall cause the escrow company to order a Preliminary Title Report from Title Company or another reputable title company acceptable to the Parties. 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, all 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 5. Contingencies

Purchaser's obligation to purchase the Property will be subject to the following contingencies being satisfied, or, in Purchaser's sole and absolute discretion, waiver of all or some of the same, on or before the dates provided for in this Agreement. If the contingencies are not satisfied or waived by the applicable dates, the Deposit, with interest, shall be refunded to Purchaser and this Agreement shall terminate.

a. Site Plans: The sale of Property shall be subject to transfer of all site and construction plans, reports and approvals for Permit PMT-05-04049, CUP-05-049, and SP-05-039 up to and including approval of use and reproduction from contractors used to prepare all related documents and any and all documents associated with entitlements benefiting the Property.

b. Title and Survey: Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of this Agreement to approve a current title insurance commitment covering the Property a current ALTA survey of the Property. Seller will incur the costs associated with obtaining a CLTA title insurance premium. The additional ALTA premium and related ALTA survey will be borne by the Purchaser. Within ten (10) days after Seller's execution of this Agreement, Seller shall furnish to Purchaser copies, if any, of the most recent title insurance policy (or commitment), preliminary title report, and survey pertaining to the Property in Seller's possession.

c. Feasibility and Studies: Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of this Agreement to conduct inspections and studies of the Property and to evaluate the Property and its purchase and sale as contemplated in this Agreement. Within ten (10) days of Seller's execution of this Agreement, Seller shall furnish to Purchaser copies of any studies, reports, or surveys in Seller's possession or under Seller's control. Feasibility may include, at Purchaser's discretion, that the sale of the Property be completed concurrently with the sale of the immediately adjacent property, more specifically described as Assessor's Parcel Number 0395-361-42.

Section 6. Closing.

The closing of escrow ("Closing") shall occur at the office of the Title Company not later than ninety (90) days from the Effective Date of this Agreement. To the extent the Parties may close sooner, it is the intent of the Purchaser to do so. At the Closing, Seller will provide Purchaser with a grant deed to the Property, 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) to be paid and satisfied at Closing. Title Company shall be irrevocably committed, at Closing, to issue to Purchaser an ALTA extend owner's policy of title insurance in the amount of the Purchase Price.

Section 7. 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 8. Title.

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, (b) conditions, covenants, restrictions, and public utility easements, and (c) 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 Section 4. 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.

Section 9. Closing Costs and Prorations.

Seller will pay the title insurance premium for the issuance of a CLTA standard owner's policy of title insurance in the amount of the Purchase Price and the Purchaser shall pay the additional title insurance premium for the issuance of an ALTA extended owner's policy of title insurance. Seller and Purchaser shall divide customary escrow costs equally. Property taxes for the year in which Closing occurs will be prorated as of the date of the Closing. Documentary and other transfer taxes shall be paid by Seller. 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. Seller's Representations and Warranties.

Seller shall make the following representations and warranties to Purchaser:

a. Proceedings. There as 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 11. Maintenance.

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

Section 12. Risk of Loss.

Risk of loss to the Property shall be borne by Seller until title has been conveyed to Purchaser. If the Property is destroyed or materially damaged prior to transfer of title, Seller shall be relieved of the obligation to sell the Property to Purchaser as provided herein and this Agreement shall terminate as provided in Section 18.

Section 13. Purchaser Financing.

Purchaser's purchase of the Property shall not be contingent upon Purchaser's ability to secure purchase financing.

Section 14. Tax Withholding.

(a) If Seller is a "Foreign Person," then the Foreign Investment in Real Property Tax Act [26 U.S.C.A. §1445] (FIRPTA) may require that Purchaser withhold 10 percent (10%) of the sales price. In addition, Revenue & Taxation Code §18662 may require Purchaser to withhold one-third of the amount withheld under federal law. However, withholding may not be necessary if Seller furnishes a "withholding certification form" in the form prescribed by law stating that withholding is not required. Also, withholding may not be required if the Property is acquired for use by Purchaser as a primary residence and sells for no more than Three Hundred Thousand Dollars (\$300,000).

(b) "Foreign person" is defined in Section 1.445-1T (e) of the IRS Regulations as a nonresident foreign individual (i.e., a person in this country on a work visa or student visa or other restrictive or special purpose permit), foreign corporation, foreign partnership, or foreign trust or estate. A person who is legally classified as a "Resident Alien" (i.e., a person who is here as a permanent resident), will usually have been issued a "green card," a Social Security number or a Federal Taxpayer I.D. number, and is exempt from the reporting requirements of Section 1.445-1T(e).

(c) Seller is not a "Foreign Person" as defined in Section 1.445-1T (e) of the IRS Regulations.

Section 15. 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 16. Reserved.

Section 17. Reserved.

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 seven (7) 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 three (3) 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: DeForge, LLC

Attn: _____

To Purchaser: Victorville Redevelopment Agency
14343 Civic Center Drive
Victorville, CA 92392
Attn: Keith Metzler

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.

The total real estate commission and fees payable in connection with the transaction set forth in this Agreement shall be paid by the Seller.

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. 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.

Section. 28. Vesting.

Purchaser may take title to the Property in its name alone or with other parties as Purchaser deems desirable. Seller shall fully cooperate in Purchaser's vesting election by duly preparing, executing and delivering any required documents to the Title Company as reasonably requested by Purchaser.

Section 29. Authority.

Each person signing this Agreement on behalf of Purchaser and Seller represents he or she has been duly authorized to do so.

[END OF PAGE]

EXECUTION DATE

The undersigned parties agree to the purchase and sale of the Property on the terms and conditions stated in this Agreement as of the date indicated below.

Dated: _____

Dated: _____

“PURCHASER”

“SELLER”

VICTORVILLE REDEVELOPMENT AGENCY.
a public body, corporate and politic

DEFORCE LLC
a California Limited Liability Company

By: _____
Keith Metzler
Director of Economic Development

By: _____
Its: _____

APPROVED AS TO FORM:

ATTEST:

Agency Counsel

Carolee Bates, Agency Secretary

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

PARCEL MAP NO. 16741

BEING A SUBDIVISION OF PARCEL 4, OF PARCEL MAP NO. 16189 AS RECORDED IN PARCEL MAP BOOK 201, PAGES 18 THROUGH 21, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF THE SW 1/4 OF SEC. 17, T. 5 N., R. 4 W., S.B.M. TOGETHER WITH THOSE PORTIONS OF "CIVIC DRIVE" AND "CIVIC DRIVE WEST" VACATED (TERMINATED) BY RESOLUTION NO. 07-71 OF THE VICTORVILLE CITY COUNCIL, AND RECORDED, MAY 3, 2004 AS DOCUMENT NO. 04-305500 OFFICIAL RECORDS COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

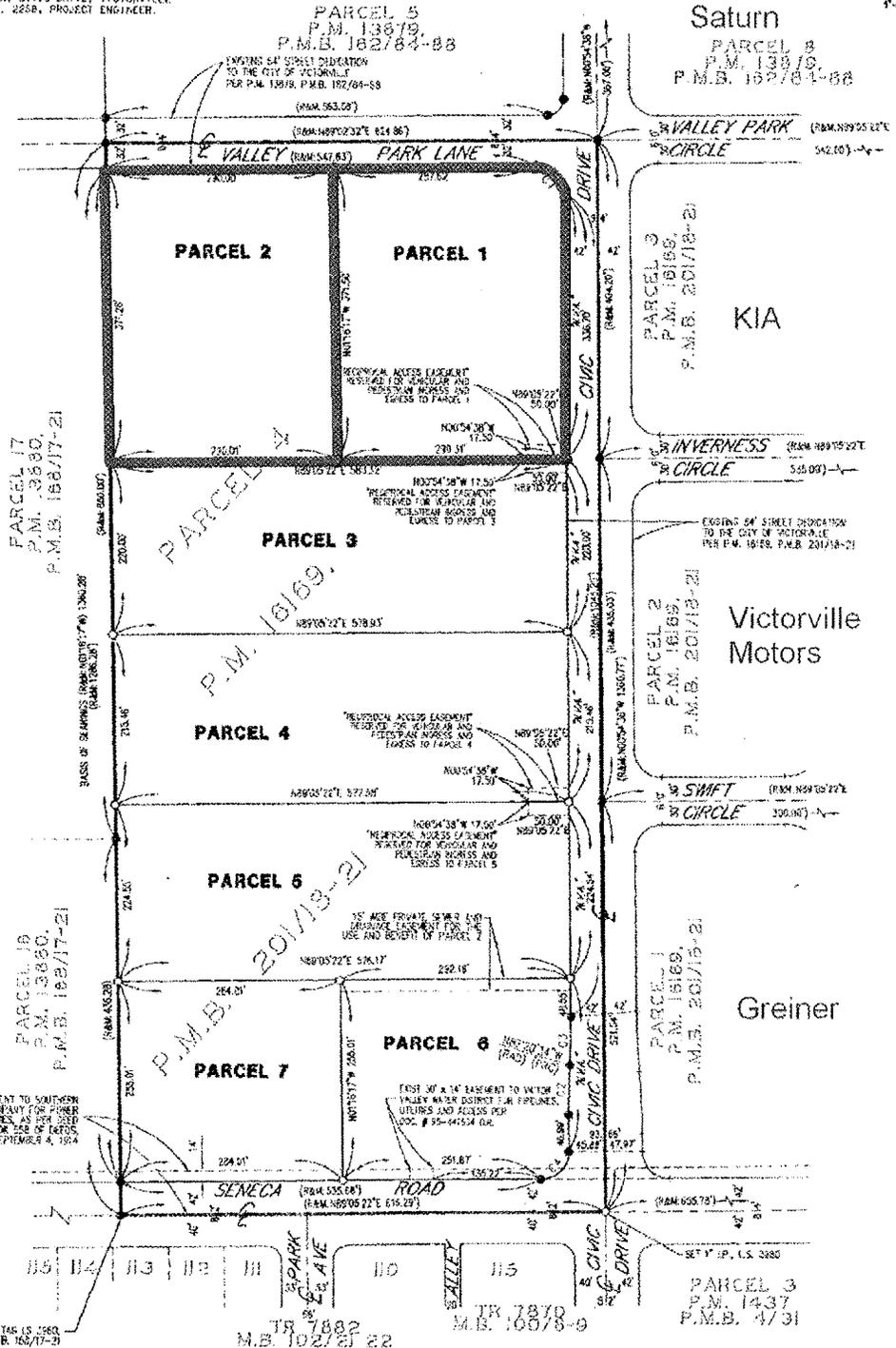
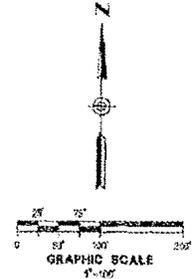
SURVEYOR'S NOTES

VVCE, INC., NOVEMBER 2004

1. THE BASIS OF BEARINGS IS TAKEN FROM THE WEST LINE OF PARCEL 4, PER P.M. 16189, P.M. 2017/18-21, SHOWN THEREON AS BEING NORTH 01°16'17" WEST.
2. —●— DENOTES FOUND MONUMENTS TAGGED L.S. 3880 PER P.M. 16189, P.M.B. 2017/18-21, UNLESS OTHERWISE NOTED.
3. —○— DENOTES 1" IRON PIPE 1/8" LONG TO BE SET FLUSH AND TAGGED L.S. 3880. ALL CENTER LINE MONUMENTS TO BE SET FLUSH WITH FINISHED SURFACE WITH NAIL AND BRASS TAG.
4. (P.M.) DENOTES RECORD AND MEASURED DATA PER P.M. 16189, P.M.B. 2017/18-21.
5. ——— DENOTES PARCEL MAP BOUNDARY LINE.
6. THIS PARCEL MAP CONSISTS OF SEVEN (7) NUMBERED PARCELS.
7. TENTATIVE PARCEL MAP NO. PM-04-020.
8. (PAC) DENOTES POINT OF REVERSE CURVE.
9. (RAD) DENOTES RADIAL BEARING.
10. "N.V.A." DENOTES NON-VEHICULAR ACCESS.
11. A SOILS REPORT PREPARED BY: C.M.J. INCORPORATED, DATED JANUARY 13, 1988, JOB NO. 850008-3, FOR ROGERSDALE U.S.A. COMPLEX, CIVIC DRIVE, VICTORVILLE BY DONALD V. MATHEWS D.E. 2268, PROJECT ENGINEER.

CURVE DATA TABLE

NUMBER	D	R	L	T
C1	8902'50"	35.00	55.01	35.03
C2	0234'04"	1010.00	87.89	31.46
C3	0234'04"	920.00	81.85	30.87
C4	9200'00"	35.00	54.99	35.00



Saturn

PARCEL 8
P.M. 13879
P.M.B. 162784-88

VALLEY PARK
CIRCLE (P.M. 16189, P.M.B. 2017/18-21)
542.10'

PARCEL 9
P.M. 16189,
P.M.B. 2017/18-21
KIA

INVERNESS
CIRCLE (P.M. 16189, P.M.B. 2017/18-21)
545.00'

EXISTING 64' STREET DEDICATION
TO THE CITY OF VICTORVILLE
PER P.M. 16189, P.M.B. 2017/18-21

PARCEL 2
P.M. 16189,
P.M.B. 2017/18-21
Victorville
Motors

SHIFT
CIRCLE (P.M. 16189, P.M.B. 2017/18-21)
300.00'

PARCEL 1
P.M. 16189,
P.M.B. 2017/18-21
Greiner

SENECA
ROAD (P.M. 16189, P.M.B. 2017/18-21)
615.20'

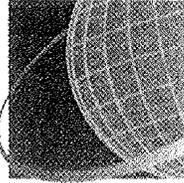
SET 1" I.P., L.S. 3880

PARCEL 3
P.M. 1437
P.M.B. 47/31

10 27 1/2" W/2885 TAG L.S. 3880
PER P.M. 16189, P.M.B. 1627/18-21

TR 7882
M.B. 102782-22

TR 7870
M.B. 10078-9



VICTORVILLE
California

August 31, 2006

Bob Tinsley
B.R. Tinsley, Inc.
18165 Highway 18
Apple Valley, CA 92307

RE: Property located on Civic Drive, Victorville, CA – Parcel 1 of Parcel Map 16741

Dear Mr. Tinsley:

The Victorville Redevelopment Agency or its assignee ("Purchaser") proposes to purchase Parcel 1 of Parcel Map 16741 as real property consisting of 2.47 gross acres. The Assessors Parcel Number is 0395-361-41-0000. A map depicting the sites is attached hereto as Exhibit "A". If the general provision contained in this Letter of Intent are acceptable, I would be prepared to have the Agency Board of Directors approve a Purchase and Sale Agreement containing these general provisions at the Agency's September 19, 2006 Board Meeting. Anticipating the Board's approval, we could make the Purchase and Sale Agreement effective September 20, 2006.

1. **Purchase Price:** The purchase price shall be \$1,500,000. The value is based upon the listing solicited by B.R. Tinsley Real Estate. The purchase price shall be payable at the close of escrow in immediately available funds.
2. **Earnest Money:** Within ten (10) business days following the full execution and delivery of a Purchase and Sale Agreement (the "Agreement") for the transaction set forth in this Letter of Intent (the "Effective Date of the Purchase and Sale Agreement"), Purchaser will deposit earnest money of One Hundred Thousand and No/100 Dollars (\$100,000.00, the Deposit) with Chicago Title Insurance Company, located at 17330 Bear Valley Road, Suite 101, Victorville, CA 92392 ("Title Company"). Title Company will place the Deposit in an interest-bearing account with interest to accrue to Purchaser's benefit. If the transaction closes, the Deposit shall be credited against the Purchase Price. If the transaction does not close for any reason other than default by Purchaser, then the Deposit shall be returned to Purchaser. In the event of Purchaser's default under the Agreement, Seller shall have as its sole remedy the right to terminate the Agreement and retain the Deposit as liquidated damages.

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

A WORLD OF OPPORTUNITY

3. **Contingencies:** Purchaser's obligation to purchase the Property will be subject to the following contingencies being satisfied or, in Purchaser's sole and absolute discretion, waived on or before the dates provided for in this Letter of Intent. If the contingencies are not satisfied or waived, in either case in Purchaser's sole discretion, by the applicable dates, the Deposit, with interest, shall be refunded to Purchaser and the Agreement shall terminate.
- a. **Site Contingencies:** – Sale of property shall be subject to transfer of all site and construction plans, reports and approvals for Permit PMT-05-04049, CUP-05-049, and SP-05-039 up to and including approval of use and reproduction from contractors used to prepare all related documents. Any and all documents associated with entitlements benefiting Site A.
 - b. **Title and Survey:** - Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of the Agreement to approve a current title insurance commitment covering the Property and a current ALTA survey of the Property. Seller will incur the costs associated with obtaining a CLTA title insurance premium. The additional ALTA premium and related ALTA survey will be borne by the purchaser. Within ten (10) days after Sellers acceptance of this Letter of Intent, Seller shall furnish to Purchaser copies of the most recent title insurance policy (or commitment), preliminary title report, and survey pertaining to the Property in Sellers possession.
 - c. **Feasibility and Studies:** Purchaser shall have until 5:00 p.m. Pacific Time on the date which is sixty (60) days after the Effective Date of the Agreement to conduct inspections and studies of the Property and to evaluate the Property and the transaction which is the subject of this Letter of Intent. Within ten (10) days after Sellers execution of the Purchase and Sale Agreement, Seller shall furnish to Purchaser copies of any studies, reports or surveys in Seller's possession or under Seller's control. Sale of property shall be subject to transfer of all site and construction plans, reports and approvals for Permit PMT-05-04049, CUP-05-049, and SP-05-039 up to and including approval of use and reproduction from contractors used to prepare all related documents. Any and all documents associated with entitlements benefiting Site A. Feasibility may include at Purchasors discretion that the sale of the property be completed concurrently with the sale of the immediately adjacent property more specifically described with Assessors Parcel Number 0395-361-42.

4. **Closing:** The closing of the transaction set forth in this Letter of Intent (the "Closing") shall occur at the office of Title Company not later than 90-days from the effective date of the Purchase and Sale Agreement. To the extent we can close sooner, it is the Agency's intent to do so. At the Closing, Seller will provide Purchaser with a grant deed to the Property 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) to be paid and satisfied at the Closing. Title Company shall be irrevocably committed, at Closing, to issue to Purchaser an ALTA extended owner's policy of title insurance in the amount of the Purchase Price.
5. **Closing Costs and Prorations:** Seller will pay the title insurance premium for the issuance of a CLTA standard owner's policy of title insurance in the amount of the Purchase Price and Purchaser shall pay the additional title insurance premium for the issuance of an ALTA extended owner's policy of title insurance. The following closing costs shall be divided equally between Seller and Purchaser: (i) all real estate excise or recording, conveyance, transfer, documentary stamp or similar taxes or fees imposed in connection with the conveyance of the Property and (ii) Title Company's escrow fee. Property taxes for the year in which the Closing occurs will be prorated as of the date of the Closing. Each party shall pay its own legal and other consultants' fees incurred in connection with the transaction set forth in this Letter of Intent.
6. **Broker's Fee:** The total commission payable in connection with the transaction set forth in this Letter of Intent shall be paid by the Seller as the Purchaser has not engaged a broker in connection with the transaction set forth in this Letter of Intent to whom a commission is or would be payable.
7. **Representations and Warranties:** Each person signing this Letter of Intent on behalf of Purchaser and Seller represents he or she has been duly authorized to do so. Seller shall make usual and customary representation and warranties to Purchaser, which shall be set forth in the Agreement.
8. **Right to Enter Property:** 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 existed 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 an/or reported (as may be required by law) any adverse physical conditions, title conditions, or other defect with respect to the Property.

This Letter of Intent is not binding upon Purchaser or Seller. This Letter of Intent is, however, an expression of our mutual intent to conduct serious negotiations, which could result in a binding Purchase Agreement. This Letter of Intent serves as an expression to the general terms and provisions that would be incorporated in a Purchase and Sale Agreement. With the exception of Section 8, which is binding on Seller, neither party will be bound until a final Agreement is executed by Purchaser and Seller.

If the foregoing is acceptable, please sign a copy of this Letter of Intent on behalf of Seller in the space provided below and return an executed copy to me no later than September 1, 2006. We look forward to your response.

Sincerely,

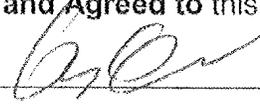


Keith C. Metzler
Director of Economic Development

KCM:jrt

cc: Andre de Bortnowski, Agency Legal Counsel

Accepted and Agreed to this 6 day of Sept, 2006.

By: 

Its: Billy DeFaverre LLC

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**CITY OF VICTORVILLE
CITY COUNCIL
AGENDA**

REGULAR MEETING
SEPTEMBER 19, 2006
7:00 P.M.

MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT - BOARDROOM
14306 PARK AVENUE
www.ci.victorville.ca.us

THE CITY COUNCIL 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

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

PUBLIC HEARINGS

2. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST
THE ADOPTION OF RESOLUTION NO. 06-151 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
UPDATING THE DEVELOPMENT IMPACT FEES FOR ALL DEVELOPMENTS
WITHIN THE CITY OF VICTORVILLE

3. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS OR AGAINST THE
INTRODUCTION OF ORDINANCE NO. 2173 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
ADDING CHAPTER 2.13 TO THE VICTORVILLE MUNICIPAL CODE

ESTABLISHING A MUNICIPAL LIBRARY AND A LIBRARY BOARD OF DIRECTORS

4. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-133 AND 06-134

A. RESOLUTION NO. 06-133 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

B. RESOLUTION NO. 06-134 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO.6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 16715, 17241 AND PARCEL MAP 17293

CONSENT CALENDAR

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

A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 5 IN THE AMOUNT OF \$5,385,171.82 COVERING WARRANT NOS. 576722, 577665, 577739 AND 578208 THROUGH 578666 INCLUSIVE

B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 3A FOR PAYROLL PERIOD AUGUST 12, 2006 THROUGH AUGUST 25, 2006, IN THE AMOUNT OF \$1,276,877.55 COVERING WARRANT NOS. 20644 THROUGH 20712 AND ADVICE NOS. 103863 THROUGH 104428 INCLUSIVE AND VOID/ADJUSTMENT OF ADVICE NOS. 103547 AND 103785

- C. PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM FOLLOWING MEETINGS:
 - 1. REGULAR MEETING HELD MAY 2, 2006
 - 2. REGULAR MEETING HELD MAY 16, 2006
 - 3. REGULAR MEETING HELD JUNE 6, 2006
 - 4. SPECIAL MEETING HELD JUNE 7, 2006

- D. PRESENTATION OF REQUIRED NOTICE OF AMENDMENTS TO THE CONFLICT OF INTEREST CODE

- E. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO DELL FOR THE REPLACEMENT OF THE INFORMATION SERVICES DISASTER RECOVERY TAPE SYSTEM IN THE AMOUNT OF \$33,830.95

- F. PRESENTATION OF REQUEST TO RELEASE THE LABOR AND MATERIALS PORTION OF THE STREET AND SEWER BONDS FOR TRACT 16856 – FRONTIER HOMES

- G. PRESENTATION OF REQUEST TO RELEASE THE LABOR AND MATERIALS PORTION OF THE STREET AND SEWER BONDS FOR TRACT 16282 – JD PIERCE

- H. PRESENTATION OF REQUEST TO RELEASE THE LABOR AND MATERIALS PORTION OF THE STREET AND SEWER BONDS FOR TRACT 16285-2 – JD PIERCE

- I. PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE BOND ONLY FOR SEWERS AND ACCEPTANCE OF WORK FOR TRACT 14521 – COVENANT DEVELOPMENT

- J. PRESENTATION OF REQUEST FOR A PARTIAL RELEASE OF 60% FOR A STREET BOND FOR TRACT 14521 – COVENANT DEVELOPMENT

- K. PRESENTATION OF REQUEST TO APPROVE THE ASSIGNMENT OF SEWER FEE CREDITS TO HOWARD ROBERTS AS TO TRACTS 14933 AND 16994, SUBJECT TO THE FOLLOWING CONDITIONS: 1) THAT A NEW FEE CREDIT AGREEMENT IS ENTERED INTO BY THE RESPECTIVE DEVELOPERS, AND 2) THAT THE DEVELOPERS TAKE TITLE TO THE PROPERTIES IN QUESTION – TNK RYDERS PARTNERS

- L. PRESENTATION OF REQUEST TO APPROVE THE FINAL MAP FOR TRACT 16828 – WOODSIDE HOMES

WRITTEN COMMUNICATIONS

- 6. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO SPECTRUM COMMUNICATIONS FOR DATA/VOICE COMMUNICATION EQUIPMENT REQUIRED TO SUPPORT THE CITY HALL EXPANSION PHASE (INCLUDES A 5% CONTINGENCY) IN THE AMOUNT OF \$261,573.47 AND APPROVE AN ADDITIONAL APPROPRIATION OF \$261,573.47 FROM GENERAL FUND UNAPPROPRIATED FUND BALANCE

- 7. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-156 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE FIXING THE RATE OF COMPENSATION FOR MEMBERS OF THE VICTORVILLE PLANNING COMMISSION

- 8. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-158 ENTITLED:

A RESOLUTION OF THE CITY OF VICTORVILLE AUTHORIZING THE EXECUTION OF A RENEWAL HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) CONSORTIUM AGREEMENT BETWEEN THE CITY OF VICTORVILLE AND THE TOWN OF APPLE VALLEY; AND THE EXECUTION OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME CONSORTIUM

- 9. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-157 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADOPTING THE MEASURE I FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM AND RESCINDING RESOLUTION NO. 05-179

COUNCIL REPORTS

- 10. PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PROPERTY LOCATION: Southeast of Southern California Logistics Airport

CITY/AGENCY NEGOTIATOR: Green de Bortnowsky & Quintanilla; Epic Land Solutions

NEGOTIATING PARTIES: Property Owners, see below

<u>Property Owner</u>	<u>APN</u>	<u>Property Address</u>
Morris, Gary	0472-091-04	No street address
Morris, Gary	0472-122-04	No street address
Morris, Gary	0472-122-14	No street address
Shryer, Marc, et al	0472-091-05	No street address
Shryer, Marc, et al	0472-121-06	No street address
Himmelrick, Jeffrey & Martha	0472-121-01	17496 Turner Road
Wedell, Lawrence	0472-101-04	17520 Ranch Road
Wedell, Lawrence	0472-101-05	17570 Spencer Rd.
Wedell, Lawrence	0472-101-12	17550 Ranch Road
Lyon, James T.	0472-101-11	17549 & 17553 Spencer Road

12. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.9

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

NEGOTIATING PARTIES: VICTORVILLE PROFESSIONAL FIREFIGHTERS
V. THE CITY OF VICTORVILLE - CASE NO. CV06-3935 AHM (EX)

13. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.9

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

NEGOTIATING PARTIES: JOHN MARTIN V. CITY OF VICTORVILLE,
UNITED STATES DISTRICT COURT CASE NO. CV06-03288

14. CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.9

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

NEGOTIATING PARTIES: HIGH DESERT POWER TRUST 2000-A V. STATE
BOARD OF EQUALIZATION, AND COUNTY OF SAN BERNARDINO,
DEFENDANTS; AND CITY OF VICTORVILLE, SOUTHERN

CALIFORNIA LOGISTICS AIRPORT AUTHORITY, AND VICTOR
VALLEY ECONOMIC DEVELOPMENT AUTHORITY, INTERVENORS,
CASE NO.: GIC 850227

15. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION
54956.9 (B)
CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
ONE POTENTIAL CASE

**ADJOURNMENT



AGENDA ITEM

CITY COUNCIL REGULAR MEETING
MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 9/11/06

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.

CB/dl

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AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY: Development Impact Fee Committee DATE: September 11, 2006

SUBJECT: PUBLIC HEARING AND PRESENTATION OF RESOLUTION NO. 06-151 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE IMPLEMENTING THE DEVELOPMENT IMPACT FEES FOR ALL DEVELOPMENTS WITHIN THE CITY OF VICTORVILLE.

RECOMMENDATION: At the conclusion of the Public Hearing, that the Honorable City Council adopt Resolution No. 06-151, and approve the revised Development Fee Update Study dated August 16, 2006.

FISCAL IMPACT: Additional revenue for public infrastructure.

DISCUSSION: As Council will recall, the recommended 2005 Development Impact Fee Study was adopted and implemented in 2 phases, with total implementation July 1, 2006. During the (2005) workshop discussions the Council directed Staff to do an annual update to the study.

The 2006 update study was undertaken in April 2006, with a draft report that was circulated to the City Council and the development and business community on May 15, 2006. On May 18, 2006 a workshop was held with the BIA, interested developers and the Chamber of Commerce. At that time concerns were raised regarding some of the projects included in the study. At the request of the BIA, a subsequent meeting was not held until August 8, 2006, at which time specific items were questioned regarding the study. At the request of the Council, staff reviewed the items and made changes to the draft study. The revised draft was presented to the Council at a Council meeting held August 22, 2006.

The following fees are recommended for adoption by the City Council to become effective October 1, 2006:

Single Family \$10,947; Multi Family \$7,405; Commercial \$12.32; Industrial \$4.28

RESOLUTION NO. 06-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE UPDATING THE DEVELOPMENT IMPACT FEES FOR ALL DEVELOPMENTS WITHIN THE CITY OF VICTORVILLE

WHEREAS, the City Council of the City of Victorville adopted Ordinance No. 911 on January 17, 1984, creating and establishing a Capital Facilities Fee for the purpose of reducing in part the fiscal impacts associated with new development on park and recreation facilities, as well as fire facilities within the City of Victorville; and

WHEREAS, the City Council of the City of Victorville has adopted Ordinance No. 1031, creating and establishing the authority for imposing and charging a new fee to cover capital costs known as a Development Impact Fee; and

WHEREAS, the City Council of the City of Victorville adopted Resolution No. 93-37 on March 16, 1993 establishing a Development Impact Fee for all development within the City of Victorville; and

WHEREAS, Section 66000 of the Government Code of the State of California requires the City to make findings each fiscal year regarding the review of capital improvement plans and the mitigation impact fee itself; and

WHEREAS, the City of Victorville General Plan was adopted by Resolution No. 97-64 on July 15, 1997, the Master Plan for Parks and Facilities was adopted on July 19, 2005, and the Development Impact Fee Update Study dated May 5, 2005 was prepared by Agajanian & Associates. These documents studied the impacts of future development on existing public facilities, excluding storm drains, in the City of Victorville, along with an analysis of the need for new public facilities and improvements required by new development. The Development Impact Fee Update Study sets forth the relationship between new development, the needed facilities and the estimated costs of those improvements; and

WHEREAS, the City Council of the City of Victorville finds:

A. The existing Development Impact Fee is inadequate in providing for funds to build new infrastructure demanded by growth and development within the City of Victorville.

B. The purpose of this fee is to finance roadway, safety, park and public facilities to reduce the impacts of traffic, overburdened parks and public safety facilities caused by new development within the City of Victorville.

C. The Development Impact Fees collected pursuant to this resolution shall be used to finance only the public facilities described or identified in Exhibit "A" attached hereto.

D. After considering the contents of the City of Victorville General Plan, the Master Plan for Parks and Facilities, the Development Impact Fee Update Study dated May 5, 2005, and the testimony received at a public hearing held September 19, 2006, the City Council of the City of Victorville approves said study, and incorporates such herein, and further finds that the new development in the City of Victorville will generate additional demand for roads, parks and public safety facilities which have not been constructed, but new development has not contributed its fair share towards these facility costs and said facilities have been deemed necessary in the City's General Plan and the Master Plan for Parks and Facilities.

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development described in Paragraph 3 below, for which the corresponding fee is charged, and the type of development for which the fee is charged, as these reasonable relationships or nexus are in more detail described in the study referred to above.

F. The cost estimates set forth in Exhibit "A" are reasonable cost estimates for constructing these facilities and the fees expected to be generated by new development will not exceed the total of these costs.

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

1. Definition. "New development" shall mean construction of residential dwelling units, original construction of commercial, industrial or other non-residential improvements, or the addition of floor space to existing non-residential improvements.
 2. Development Fee Charged. A Development Impact Fee shall be charged upon issuance of any building permit and shall be paid at the time of the issuance of said building permit or prior to the issuance of a Certificate of Occupancy by all non-exempted new development in the City of Victorville. The Director of Development shall determine the type of development and the corresponding fee to be charged in accordance with this resolution.
 3. Fee. For new development, the Development Impact Fee shall be as follows:
-

Effective October 1, 2006

\$10,947/single family dwelling unit

\$7,405/multi-family dwelling unit

\$12.32/square foot of leasable area for commercial

\$4.28/square foot of leasable area for industrial

4. Use of Fee. The fee shall be solely used to pay (1) for the described public facilities to be constructed by the City; (2) for reimbursing the City for the development's fair share of those capital improvements already constructed by the City; or (3) to reimburse other developers who have constructed public facilities described in Exhibit "A" attached hereto, where those facilities described were beyond that needed to mitigate the impacts of the other developers' project or projects.
5. Fee Review. On or about March 1 of each following year, a review shall be conducted which shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The findings shall be reported to the City Council at a noticed public hearing to recommend any adjustment to this fee or other action as may be needed. Any recommended adjustment will be effective July 1, 2007.
6. Judicial Action to Challenge this Resolution. Any judicial action or proceeding to attack, review, set aside, void or annul this resolution shall be brought within one hundred twenty (120) days of its adoption.
7. Effective Date. This resolution shall be in full force and effect on September 20, 2006.

**Table 2: DIF Roadway Projects
2006 DEVELOPMENT IMPACT FEE UPDATE**

Arterial Roadways (84' R/W)	From:	To:	Dist.	Exist. Lanes	Ult. R/W	Ult. Lanes	Lanes by '20	Cost Est.(000)	City Share	City Cost(000)	% DIF	DIF Cost(000)
Amargosa Rd.	Rancho Rd.	Village Dr.	0.97	0	84	4	2	\$630.6	1	\$630.6	1	\$630.6
	Wash Crossing							\$1,861.5	1	\$1,861.5	1	\$1,861.5
Cantina Dr.	La Mesa Rd.	Palmdale Rd.	1.5	0	84	4	2	\$975.2	1	\$975.2	0.8	\$789.9
Aster Rd.	Palmdale Rd.	Eucalyptus St.	3.48	0	84	4	2	\$2,262.5	1	\$2,262.5	1	\$2,262.5
Caughlin Rd.	Palmdale Rd.	S City Limit	3.92	0	84	4	2	\$2,548.5	0.5	\$1,274.3	1	\$1,274.3
Civic Dr.	Mojave Rd.	Roy Rogers Dr.	0.52	0	84	4	2	\$338.1	1	\$338.1	1	\$338.1
Hook Blvd.	US 395	.4 w/o Amethyst	1.57	0	84	4	2	\$1,020.7	1	\$1,020.7	1	\$1,020.7
Hopland St.	US 395	Cobalt Dr.	1.5	0	84	4	2	\$975.2	0.5	\$487.6	1	\$487.6
Ottowa St.	Mariposa Rd.	Ottowa Pl.	1.41	0	84	4	2	\$916.7	1	\$916.7	1	\$916.7
La Mesa Rd.	US 395	Cantina Dr.	0.15	0	100'	4	2	\$97.5	1	\$97.5	1	\$97.5
Ottowa St.	Hesperia Rd.	Industrial Blvd.	0.29	0	84	4	2	\$188.5	1	\$188.5	1	\$188.5
Petaluma Rd.	Ext. E into mall		0.16	0	84	4	2	\$104.0	1	\$104.0	1	\$104.0
Rancho Rd.	Cobalt Rd.	Amethyst Rd.	0.59	0	84	4	2	\$383.6	0.5	\$191.8	1	\$191.8
Rancho Rd.	Amethyst Rd.	El Evado Rd.	1	0	84	4	2	\$650.1	1	\$650.1	1	\$650.1
	Wash Crossing							\$632.9	1	\$632.9	1	\$632.9
Road A	BNSF, Sec 33, TSN6N	I-15	2	0	84	4	2	\$1,300.3	1	\$1,300.3	1	\$1,300.3
Road B	Seneca Dr.	Green Tree Blvd.	0.61	0	84	4	2	\$396.6	1	\$396.6	1	\$396.6
Ridgecrest Rd.	Green Tree Blvd.	.2 mi north	0.2	0	84	4	2	\$130.0	1	\$130.0	1	\$130.0
Seneca Dr.	Hesperia Rd.	.2 mi north	0.22	0	84	4	2	\$143.0	1	\$143.0	1	\$143.0
Seneca Dr.	.4 mi east	Road B	0.27	0	84	4	2	\$175.5	1	\$175.5	1	\$175.5
Seneca Dr.	US 395	Amethyst Rd.	2	0	84	4	2	\$1,300.3	1	\$1,300.3	1	\$1,300.3
Smoketree Rd.	Topaz Rd.	Amargosa Rd.	0.88	0	84	4	2	\$572.1	1	\$572.1	1	\$572.1
	Wash Crossing							\$3,611.5	1	\$3,611.5	1	\$3,611.5
Topaz Rd.	Hopland St.	Luna Rd.	3.5	0	84	4	2	\$2,275.5	1	\$2,275.5	1	\$2,275.5
Topaz Rd.	Bear Valley Rd.	Sycamore St.	0.51	0	84	4	2	\$331.6	1	\$331.6	1	\$331.6
Topaz Rd.	Eucalyptus St.	Smoketree Rd.	1	0	84	4	2	\$650.1	1	\$650.1	1	\$650.1
Vinton Rd.	Bear Valley Rd.	S City Limit	1.37	0	84	4	2	\$890.7	1	\$890.7	1	\$890.7
White Rd.	Palmdale Rd.	Bear Valley Rd.	2.52	0	84	4	2	\$1,638.3	1	\$1,638.3	1	\$1,638.3
3rd Ave.	575' s/o Nisqualli Rd.	Silica Dr.	0.35	0	84	4	2	\$227.6	1	\$227.6	1	\$227.6
3rd Ave.	600' n/o Bear Valley Rd.	Bear Valley Rd.	0.13	0	84	4	2	\$84.5	1	\$84.5	1	\$84.5
	Subtotal Arterials							\$27,313.2		\$25,359.6		\$25,174.3

Attachment A

Table 2: DIF Roadway Projects (Continued)
2006 DEVELOPMENT IMPACT FEE UPDATE

Major Arterials (100' R/W)	From:	To:	Dist.	Exist. Lanes	Ult. R/W	Ult. Lanes	Lanes by '20	Cost Est.(000)	City Share	City Cost(000)	% DIF	DIF Cost(000)
Amethyst Rd.	Rancho Rd.	Hopland Rd.	1	0	100'	4	2	\$1,077.7	1	\$1,077.7	1	\$1,077.7
Amethyst Rd.	Seneca Rd.	Palmdale Rd.	0.5	0	100'	4	2	\$538.8	1	\$538.8	1	\$538.8
Amethyst Rd.	Sycamor St.	Eucalyptus St.	0.5	0	100'	4	2	\$538.8	1	\$538.8	1	\$538.8
	Oro Grande Wash Crossing							\$3,425.2	1	\$3,425.2	1	\$3,425.2
Baldy Mesa Rd.	Palmdale Rd.	Bear Valley Rd.	2.5	0	100'	4	2	\$2,694.1	1	\$2,694.1	1	\$2,694.1
Bellflower St.	Palmdale Rd.	S City Limit	3.48	0	100'	4	2	\$3,750.2	1	\$3,750.2	1	\$3,750.2
	Wash Crossing							\$881.1	1	\$881.1	1	\$881.1
El Evado Rd.	Hopland St.	Air Expressway	2	0	100'	4	2	\$2,155.3	1	\$2,155.3	1	\$2,155.3
	Wash Crossing							\$1,290.6	1	\$1,290.6	1	\$1,290.6
Eucalyptus St.	W City Limit	Mesa Linda Rd.	5.5	0	100'	4	2	\$5,927.1	1	\$5,927.1	1	\$5,927.1
Eucalyptus St.	60.5' w/o Cobalt Rd.	Amargosa Rd.	1.01	0	100'	4	2	\$1,077.7	1	\$1,077.7	1	\$1,077.7
	Oro Grande Wash Crossing							\$6,155.4	1	\$6,155.4	1	\$6,155.4
Green Tree Blvd.	Hesperia Rd.	Ridgecrest Rd.	0.91	0	100'	4	2	\$980.7	1	\$980.7	1	\$980.7
	Grading							\$3,363.1	1	\$3,363.1	1	\$3,363.1
La Mesa Rd.	W City Limit	Cantina Dr.	5.1	0	100'	4	2	\$5,496.0	1	\$5,496.0	1	\$5,496.0
Rancho Rd.	Amargosa Rd.	Nat. Trails Hwy.	1.35	0	100'	4	2	\$1,454.8	1	\$1,454.8	1	\$1,454.8
	Subtotal Major Arterials							\$40,806.6		\$40,806.6		\$40,806.6
Super Arterial (124' R/W)												
Bear Valley Rd.	Baldy Mes Rd.	US 395	3.48	2	124'	6	2	\$6,201.5	1	\$6,201.5	1	\$6,201.5
Bear Valley Rd.	W City Limits	Baldy Mesa Rd.	1.47	0	124'	6	4	\$2,619.6	1	\$2,619.6	1	\$2,619.6
Eucalyptus St.	Amargosa Rd.	Amethyst Rd.	0.35	0	124'	6	4	\$623.7	1	\$623.7	1	\$623.7
	Subtotal Super Arterials							\$9,444.8		\$9,444.8		\$9,444.8
Reconstruction												
Amargosa Rd.	Clovis Rd.	Rancho Rd.	0.5	2	84'	4	2	\$600.0	1	\$600.0	0.5	\$300.0
Air Expressway	W City Limit	Phantom Rd. W	1.25	2	84'	4	2	\$2,500.0	1	\$2,500.0	1	\$2,500.0
Baldy Mesa Rd.	Bear Valley Rd.	.5 s/o Eucalyptus	1.5	2	84'	4	2	\$1,900.0	1	\$1,900.0	0.5	\$950.0
Nisqualli Rd.	I-15	Hesperia Rd.	2.55	2	84'	4	2	\$3,700.0	1	\$3,700.0	1	\$3,700.0
3rd Ave	.2 mi s/o Nisquali Rd.	Nisquali Rd.	1.25	2	84'	4	2	\$1,900.0	1	\$1,900.0	0.5	\$950.0
	Subtotal Reconstruction							\$10,600.0		\$10,600.0		\$8,400.0

Table 2: DIF Roadway Projects (Continued)
2006 DEVELOPMENT IMPACT FEE UPDATE

From:	To:	Dist.	Exist. Lanes	Ult. R/W	Ult. Lanes	Lanes by '20	Cost Est.(000)	City Share	City Cost(000)	% DIF	DIF Cost(000)
Interchanges											
Eucalyptus St. Interchange	@ I-15		0		4	4	\$50,000.0	0.5	\$25,000.0	1	\$25,000.0
East/West Corridor Interchange	@ I-15		0		4	4	\$74,000.0	0.5	\$37,000.0	1	\$37,000.0
La Mesa Rd./Nisqually Rd. Interchange	@ I-15		0		4	4	\$63,000.0	1	\$63,000.0	1	\$63,000.0
Mojave Rd. Bridge Widening - Phase 1	@ I-15		2		4	2	\$7,000.0	1	\$7,000.0	1	\$7,000.0
Mojave Rd. Bridge Widening - Phase 2	@ I-15		4		6	2	\$3,500.0	1	\$3,500.0	1	\$3,500.0
Mojave Rd./Smoketree Rd. Interchange	@ I-15		0		4	4	\$50,000.0	0.5	\$25,000.0	1	\$25,000.0
	Subtotal Interchanges						\$247,500.0		\$160,500.0		\$160,500.0
Overpasses											
Baldy Mesa Rd.	@ Aquaduct		0		4	4	\$5,600.0	1	\$5,600.0	1	\$5,600.0
Bear Valley Rd. Overpass	@ Aquaduct		0		6	6	\$11,400.0	1	\$11,400.0	1	\$11,400.0
Caughlin Rd.	@ Aquaduct		0		4	4	\$6,000.0	0.5	\$3,000.0	1	\$3,000.0
Eucalyptus St.	@ Aquaduct		0		4	4	\$9,600.0	1	\$9,600.0	1	\$9,600.0
Yucca Loma Rd./ Green Tree Bl. Overpass	@ BNSF		0		4	4	\$22,000.0	1	\$22,000.0	1	\$22,000.0
	Subtotal Overpasses						\$54,600.0		\$51,600.0		\$51,600.0
Traffic Signals											
2 Per Year for 15 Years = 30 Signals							\$8,900.0	1	\$8,900.0	1	\$8,900.0
Dry Wells											
							\$1,200.0	1	\$1,200.0	1	\$1,200.0
Under Powerlines											
							\$6,657.9	1	\$6,657.9	1	\$6,657.9
							Total Roadways		\$315,068.9		\$312,683.6
Source: Agajanian & Associates											

**Table 3: DIF Parks & Recreation Projects
2006 DEVELOPMENT IMPACT FEE UPDATE**

Programmed Projects		Est. Cost	DIF Share	Eligible DIF Cost
Park Facilities				
The Crossings	Property, development, equipment	\$4,800,000	1	\$4,800,000
Eagle Ranch Park	Restrooms, equipment	\$200,000	1	\$200,000
Eva Dell Park	Property, development, equipment	\$14,500,000	1	\$14,500,000
Hook Park	Upgrade parking lot/lanscape, retire capital debt	\$1,750,000	1	\$1,750,000
Doris Davies Park	Expand, renovate Rec. Center	\$4,300,000	1	\$4,300,000
George Regional Park	Develop, improve and equip entire site	\$8,500,000	1	\$8,500,000
Mesa Linda Park	Develop, improve and equip entire site	\$2,700,000	0.6	\$1,620,000
Mojave Vista Park	Develop, improve and equip entire site	\$3,800,000	0.84	\$3,200,000
Sunset Ridge Park	Develop, improve and equip entire site	\$7,500,000	1	\$7,500,000
Westwinds Activity Center	Develop site and expand buildings	\$1,500,000	1	\$1,500,000
Westwinds Sports Center	Develop site and expand buildings	\$1,900,000	1	\$1,900,000
Baldy Mesa Park	Property, development, equipment	\$4,800,000	1	\$4,800,000
Brentwood Park	Restrooms	\$125,000	1	\$125,000
Seneca Site	Development, equipment	\$3,000,000	1	\$3,000,000
Tamarisk Site	Development, equipment	\$3,000,000	1	\$3,000,000
Water	Systems, water rights	\$2,500,000	1	\$2,500,000
	Subtotal	<u>\$64,875,000</u>		<u>\$63,195,000</u>
Golf Course Facilities				
Green Tree Golf Course	Land acquisition	\$620,000	1	\$620,000
Green Tree Golf Course	Clubhouse/Maintenance Building	\$6,900,000	0.85	\$5,840,570
Westwinds Golf Course	Expansion	\$5,400,000	1	\$5,400,000
Westwinds Golf Course	Clubhouse/Maintenance Building	\$6,900,000	0.97	\$6,659,829
	Subtotal	<u>\$19,820,000</u>		<u>\$18,520,399</u>
Non-Programmed Sites and Facilities				
Park Site West of 395	Property, development, equipment	\$4,800,000	1	\$4,800,000
	Subtotal	<u>\$4,800,000</u>		<u>\$4,800,000</u>
	Total Parks	\$89,495,000		\$86,515,399

Source: AGAJANIAN & Associates

**Table 4: DIF Fire Safety Projects
2006 DEVELOPMENT IMPACT FEE UPDATE**

Projects		Est. Cost	DIF Share	Eligible Cost
Station 312	Land and Station	\$2,463,000	1	\$2,463,000
Station 312	Equipment	\$500,000	1	\$500,000
Station 315	Land and Station	\$3,500,000	1	\$3,500,000
Station 315	Equipment	\$500,000	1	\$500,000
Station 316	Land and Station	\$3,600,000	1	\$3,600,000
Station 316	Equipment	\$500,000	1	\$500,000
Station 317	Land and Station	\$3,600,000	1	\$3,600,000
Station 317	Equipment	\$500,000	1	\$500,000
Communication Equipment Replacement	Radio System Expansion	\$1,000,000	1	\$1,000,000
		<u>\$3,850,000</u>	0.624	<u>\$2,402,400</u>
Total Fire Safety		\$20,013,000		\$18,565,400

Source: AGAJANIAN & Associates

**Table 5: DIF Police Safety Projects
2006 DEVELOPMENT IMPACT FEE UPDATE**

Projects		Est. Cost	DIF Share	Eligible Cost
Station	Expansion	\$2,000,000	1.00	\$2,000,000
Substation	Land, Station, Equipment	\$3,000,000	1.00	\$3,000,000
Radio System	Upgrade and Expand	\$500,000	1.00	\$500,000
Other Capital	Equipment and Vehicles	<u>\$5,800,000</u>	0.62	<u>\$3,619,200</u>
Total Police Safety		\$11,300,000		\$9,119,200

Source: AGAJANIAN & Associates

**Table 6: DIF Public Buildings Projects
2006 DEVELOPMENT IMPACT FEE UPDATE**

Projects		Estimated Cost	DIF Share	Eligibl Co:
City Hall Expansion	Utility Infrastructure	\$425,000	1	\$425,00
City Hall Expansion	Construction, renovation, furniture	\$30,000,000	1	\$30,000,00
	Total City Hall Expansion	\$30,425,000		\$30,425,00
Civic Center (Library and Community Center)	Property, Development, Equipment	\$12,500,000	1	\$12,500,00
Satellite Library (West Side) Corporation Yard	Property, Development, Equipment Development and Equipment	\$3,000,000	1	\$3,000,00
Palmdale Road Satellite Yard	Development and Equipment	\$5,500,000	1	\$5,500,00
Future Satellite Yard #2	Property, Development, Equipment	\$1,800,000	1	\$1,800,00
Future Satellite Yard #3	Property, Development, Equipment	\$2,400,000	1	\$2,400,00
Future Satellite Yard #4	Property, Development, Equipment	\$2,400,000	1	\$2,400,00
City Signs	Property, Development, Equipment	\$2,400,000	1	\$2,400,00
	Total City Yards	\$260,000	1	\$260,00
		\$17,760,000		\$17,760,00
Animal Shelter	Property, Development, Equipment	\$5,000,000	1	\$5,000,00
Energy Reduction	Solar Energy for Public Buildings	\$3,500,000	0.624	\$2,184,00
Information Technology	GIS	\$2,400,000	0.624	\$1,497,60
Information Technology	City Building Fiber System	\$12,416,000	0.624	\$7,747,58
Information Technology	Imaging System	\$8,236,000	0.624	\$5,139,26
Planning/Administration	Citywide Traffic Impact Analysis	\$750,000	0.666	\$499,50
Planning/Administration	General Plan	\$2,000,000	0.666	\$1,332,00
Planning/Administration	Comprehensive Airport LU Plan	\$600,000	0.666	\$399,60
	Total Other Projects	\$29,902,000		\$18,799,54
	Total Public Buildings	\$95,587,000		\$84,484,54

Source: Agajanian & Associates



AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

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

SUBJECT: PUBLIC HEARING - Ordinance No. 2173 Establishing a
Municipal Library and a Library Board of Trustees

RECOMMENDATION: That the City Council introduce by title only the attached
Ordinance entitled:

An Ordinance of the City Council of the City of Victorville
adding Chapter 2.13 to the Victorville Municipal Code
establishing a Municipal Library and a Library Board of
Trustees

FISCAL IMPACT: N/A

DISCUSSION:

On April 4, 2005, the Victorville City Council unanimously voted to begin the process of withdrawing from the San Bernardino County Library System and form a municipal library. In December 2005, the Council approved a resolution stating Victorville's intent to withdraw from the County library system pursuant to California Education Code Section 19104. The City Council subsequently approved the withdrawal agreement.

Accordingly, and pursuant to California State Law, commencing with California Education Code Section 18900, the City Council must establish the municipal library and the Library Board of Trustees.

The Highlights of the Proposed Ordinance

The purpose of the proposed ordinance is to establish the municipal library and establish the Library Board of Trustees. The proposed ordinance establishes rules, regulations, meetings, and duties of the Library Board of Trustees. The members of the Board of Trustees will in fact be the same members of the elected City Council. The ordinance further provides Library Board of Trustees' duties include, but are not limited to: 1) assessing the needs of the library, 2) adopting polices and rules relating to the library, 3) recommending to the City Council annual operating budget of the library, and 4) inform residents as to various library programs.

ORDINANCE NO. 2173

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING
CHAPTER 2.13 TO THE VICTORVILLE MUNICIPAL CODE ESTABLISHING A
MUNICIPAL LIBRARY AND A LIBRARY BOARD OF TRUSTEES**

WHEREAS, the City Council of the City of Victorville has decided to withdraw from the County Library System; and

WHEREAS, California Education Code Section 18900 et seq. authorizes municipalities to establish municipal libraries and sets forth certain requirements for the operation of municipal libraries; and

WHEREAS, the City Council has determined that establishing a municipal library and a Library Board of Trustees is necessary to ensure consistency with the state law and the Victorville Municipal Code.

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

SECTION 1.

Chapter 2.13 titled "Municipal Library and Library Board of Trustees" is hereby added to the Victorville Municipal Code to read as follows:

2.13.010 Library Established.

The City of Victorville hereby establishes the City of Victorville Municipal Library.

2.13.020 Library Board of Trustees Established (the "Board").

The City of Victorville hereby establishes a Library Board of Trustees which has the duties, responsibilities and powers set forth in this Chapter.

2.13.030 Members.

The Board shall be composed of five (5) members, who shall be the same persons who sit as the elected City Council.

2.13.040 Terms of Office.

The Board appointments shall be for three (3) years. The terms of the Board members shall be staggered as provided in California Education Code Section 18911.

2.13.050 Vacancies.

Should a regular Board position become vacant for any reason, such vacancy shall be filled in the manner the City Council fills its own vacancies.

2.13.060 Rules, Regulations, and Meetings.

- a. The Board may make and enforce all rules, regulations necessary for the administration of the libraries under its management, and all property belonging thereto.
- b. The Board shall appoint a Chairperson who shall serve for one year and until his or her successor is appointed. The Chairperson shall select a Vice-Chairperson who shall serve in the Chairperson's absence.
- c. The Board shall cause and maintain a record of its proceedings, including records of minutes, actions, findings and determinations. Said records shall be public records.
- d. The Board shall conduct meetings as necessary, but in no event shall the meetings occur less often than once a month. All Board meetings shall be held in accordance with the Ralph M. Brown Act and shall be open to the public, except as provided by law.
- e. Members of the Board shall be required to file annual statements of economic interest pursuant to the City's conflict of interest code and State law.

2.13.070 Library Board Duties.

Subject to the direction of the City Council, the powers and duties of the Board shall be:

- a. To assess and evaluate current and long-range needs of the library;
- b. To adopt policies, rules and regulations with respect to programs and facilities to meet such needs of the community;
- c. To review, comment and make recommendations to the City Council regarding the annual operating budget of the library;
- d. To purchase necessary books, journals, publications, and other personal property;
- e. To purchase real property, and erect or rent and equip such buildings or rooms as may be necessary;

- f. To review any reports from the library staff concerning the general operations and functions of the library;
- g. To inform residents of the City of Victorville as to the various programs, services and assistance which the library affords all residents;
- h. To promote intergovernmental cooperation in the development of library services, patronage and usage;
- i. To report to the City Council and to the State Librarian on the condition of the library on or before August 31st of each year pursuant to California Education Code Section 18927;
- j. To perform such other duties as may be prescribed by the City Council of the City of Victorville.

2.13.080 Reimbursement of Expenses.

The Board members shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred in connection with the performance of their duties.

2.13.090 Other Duties.

Nothing in this Chapter is intended to restrict the powers and duties otherwise pertaining to any City body, agency, board, or staff.

2.13.100 Further Rules and Regulations.

The City Council reserves the right to adopt by resolution additional rules and regulations which shall become effective immediately upon adoption, governing the implementation of the specific procedures of this chapter.

SECTION 2.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, phrase, or portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 3.

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

SECTION 4.

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.

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AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY:

Jon E. Gargan
Director of Community Services

DATE: August 30, 2006

SUBJECT:

Resolution Number 06-133 approving the Engineer's Reports and Resolution Number 06-134 ordering the annexation of Tracts 16715, 17241 and Parcel Map 17293 into the Landscape Maintenance Assessment District No. 6 that incorporates the areas along the arterial roads required per the conditions of approval.

RECOMMENDATION:

It is recommended that Resolution Numbers 06-133 and 06-134 be approved at this time.

FISCAL IMPACT: None

Budget Amount: None
Budget Account No.

— Finance Dept. Use Only —

Additional Appropriation:

No

Yes/\$Amount: _____

Finance Director Review & Approval

DISCUSSION: The Landscape and Lighting Act of 1972 in the Streets and Highways Code § 22500 et seq. authorizes the formation of an assessment district for the purposes of funding the perpetual maintenance of the landscape and irrigation required per the conditions of approval of each tract.

Advanced Home Builders, Inc.; Frontier Homes LLC; and Thomas A. Devranos respectively, the developers and owners of the subject properties, filed formal Petitions to initiate the annexation process of the above referenced tracts and parcel map into Landscape Maintenance Assessment District No. 6. Following staff review, an Engineer's Report was prepared to establish the assessment fees for this district and a public hearing was scheduled per annexation procedures. It is now recommended that Resolution Numbers 06-133 and 06-134 be approved at this time.

JEG:RAS:

Attachments: Resolution 06-133 / Engineer's Report
Resolution 06-134 / Ordering Annexation
Petitions

Public Hearing
#4 A & B
09-19-06

RESOLUTION NO. 06-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the Developers submitted formal Petitions proposing the formation of Landscape Maintenance Assessment District No. 6, an assessment district proposed to be formed under the Landscaping and Lighting Act of 1972 (the "Act") in order to create a revenue source to fund the ongoing maintenance of the landscape and irrigation required by the City to be installed by the Developer as a condition of approval of Tract Numbers 16715, 17241 and Parcel Map 17293; and

WHEREAS, the Petitions caused the City Engineer to prepare reports which comply with the provision set forth at Article 4 of Chapter 1 of the Act and has filed the same with the City Clerk; and

WHEREAS, the City Council has reviewed and considered the City's Engineer's Reports and has determined to accept and approve said Reports as submitted.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 APPROVAL OF ENGINEER'S REPORT

The Engineer's Reports prepared in connection with the proposed formation of Landscape Maintenance Assessment District No. 6, an assessment district proposed to be formed under the Landscaping and Lighting Act of 1972 (the "Act") for the purpose of creating a revenue source to fund the ongoing maintenance of landscape and irrigation described in said Reports hereby accepted and approved containing a full and detailed description of the improvements, the boundaries of the District and any zones therein, the proposed assessments upon assessable lots and parcels of land within the District and meeting all other criteria of the Act applicable to the Engineer's Reports.

Section 2 CITY CLERK

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 City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which the Resolution is passed and adopted.

**ENGINEER'S REPORT
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6**

PURPOSE

The purpose of this report is to set forth the findings and the engineering analysis for the City of Victorville, Victorville Parks and Recreation District Street Lighting and Landscape Maintenance Assessment District for the subject year, in compliance with the requirements of Article 4, Chapter 1, of the Landscape and Lighting Act of 1972 (hereinafter called "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code 1972 (hereinafter called "the Act"). The Assessment District is necessary to supplement certain revenues generated by the City and finance the cost of providing the perpetual maintenance to the detention basin and landscaping to the parcel(s) within the districts boundaries.

BACKGROUND

The "1972 Act" permits the establishment of assessment districts by cities for the purpose of providing for the maintenance of certain public improvements that include the facilities existing within the proposed assessment district as those improvements provide a benefit to parcels.

The district is being formed to provide funding for the maintenance of slopes, fences, walls, and landscaping within the proposed District boundaries.

The noticing and balloting requirements and other applicable provisions of Article XIII D of the California State Constitution (Proposition 218) will be followed with respect to the formation of the District. Once approved, the assessment shall be levied upon each parcel within the boundaries of the District and the assessment shall be proportionate to the improvement maintenance. A maximum assessment rate per Equivalent Dwelling Unit (EDU) will be established based on the estimated operations and maintenance costs for each year. The maximum rates imposed under the Landscape Maintenance Assessment District shall be adjusted from the yearly rate imposed by a change in the Construction Price Index Escalator.

Following the approval of this Report, the City Council will hold a Public Hearing to provide an opportunity for any interested party to be heard. At the conclusion of the Public Hearing, the City Council may adopt a Resolution confirming the formation of the District.

REPORT

A. PLANS AND SPECIFICATIONS

The improvements are the operation, maintenance, rehabilitation and servicing of landscaping, lighting and appurtenant facilities including but not limited to personnel, electricity, water, contracting services, landscaping, planting, shrubbery, trees, irrigation system, hardscape, fixtures, sidewalk and walls resulting from landscaping growth and appurtenant facilities in the public right-of-way, medians, parkways, and dedicated easements within the boundaries of the Assessment District.

B. ASSESSMENT ROLE

1. Number of parcels to be assessed: **167**
 - a. Tract 16715 @ 86 \$10,702.70
 - b. Tract 17241 @ 79 \$ 9,831.55
 - c. Parcel Map 17293 @ 2 \$ 248.90
2. Amount each parcel is to be assessed: **\$124.45**
3. **TOTAL ASSESSMENT \$20,783.15**
4. Diagram of the assessment district showing all parcels to be assessed is attached, as well as a list of APN's of all assessed parcels.

C. METHOD OF APPORTIONMENT

The landscaping improvements to be maintained in this District include the attached listed Tracts. The maintenance and operation of the landscaping improvements within the District provides a benefit to those parcels within the District. Therefore, one hundred percent of the costs will be apportioned to each parcel on an EDU basis.

D. SUMMARY OF ASSESSMENTS

As final assessor parcel maps become available, the costs will be apportioned on an EDU basis as development occurs within each Tract.

E. PROPERTY OWNERS LIST

The property owner list with the names and addresses of each lot or parcel, as shown on the Assessment Diagram referenced in Part F herein, is the list of property owners within the District boundaries as shown per the last equalized roll of the Assessor of the County of San Bernardino or other recorded document and is, by reference, made part of this report.

F. ASSESSMENT DIAGRAM

An Assessment Diagram for the Assessment District is on file in the office of the City Clerk. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of Assessor of the County of San Bernardino, for the year when this report was prepared or are per the recorded Tract Map, and are incorporated by reference herein and made part of this Report.

Approved and Signed By:

John A. McGlade

John A. McGlade, City Engineer

9/5/06

Date

RESOLUTION NO. 06-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 16715, 17241 and Parcel Map 17293.

WHEREAS, the Landscaping and Lighting Act of 1972 (the "Act, California Streets and Highways §22500 et seq.) authorizes the formation of an assessment district for the purpose of funding the construction and maintenance of public improvements including landscape and irrigation; and

WHEREAS, the Developers submitted formal Petitions proposing the formation of the Landscape Maintenance Assessment District No. 6, an assessment district proposed to be formed under the Landscaping and Lighting Act of 1972 (the "Act") in order to create a revenue source to fund the ongoing maintenance of landscape and irrigation required by the City to be installed by the Developer as a condition of Tract Numbers 16715, 17241 and Parcel Map 17293; and

WHEREAS, the Developers own the subject property and a public hearing was scheduled with 45 days notice; and

WHEREAS, a public hearing was conducted and the City Council considered all objections and protests to the formation of the District and all interested persons were permitted to present written and oral testimony; and

WHEREAS, there being no majority protest against the proposed assessment, the City Council is authorized to order the formation of Landscape Maintenance Assessment District No. 6 for the ongoing maintenance of the landscape and irrigation described in Resolution No. 06-134.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 PROPOSED FORMATION OF DISTRICT

The Landscape Maintenance Assessment District No. 6 (the "District"), an assessment district under the Landscaping and Lighting Act of 1972 (the "Act, California Streets and Highways §22500 et seq.), is hereby formed within the City of Victorville ("City")

Section 2 IMPROVEMENTS

(a) The maintenance to be funded by the assessments to be collected from the proposed assessment District (the proposed "District") are for the maintenance, rehabilitation and servicing of landscape and irrigation, including but not limited to personnel, utilities such as water and electricity, materials, contracting services, and other items necessary for the satisfactory operation of said services.

(b) Maintenance shall include furnishing of services and materials for the ordinary and usual maintenance and servicing of drainage facilities.

Section 3 DISTRICT BOUNDARIES

(a) The District shall be designated as Landscape Maintenance Assessment District No. 6 and the proposed District shall have one (1) initial benefit zone, consisting of Tract Map Numbers 16715, 17241 and Parcel Map 17293 on file with the City.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Numbers 16715, 17241 and Parcel Map 17293 and shall be depicted on the Diagram of the Assessment District Boundaries, which is included as part of the Engineer's Reports for Landscape Maintenance Assessment District No. 6, copies of which shall be filed with and maintained by the City Clerk upon completion.

Section 4 LEVY AND COLLECTION OF ASSESSMENTS

That the assessments upon the assessable lots and parcels of land within the District shall be levied and collected as set forth in the Report filed by the City Engineer in support of the formation of the Landscape Maintenance Assessment District No. 6, a copy of which is on file with the City Clerk.

Section 5 CITY CLERK

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 City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which the Resolution is passed and adopted.

EXHIBIT "A"

PETITION

A PETITION TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IS PETITIONING SAID COUNCIL TO INITIATE PROCEEDINGS FOR ANNEXATION TO THE VICTORVILLE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 AN ASSESSMENT DISTRICT ESTABLISHED PURSUANT TO THE "LANDSCAPING AND LIGHTING ACT OF 1972" AS SET FORTH IN PART 2 OF DIVISION 15 (SECTIONS 225500 ET SEQ.) OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA.

WITNESSETH

- A. **WHEREAS**, the petitioner, Advanced Home Builders, Inc. 8326 Kentland Ave. west Hills, Ca 91304, is the sole owner of that certain real property located in the City of Victorville, county of San Bernardino, State of California, more particularly described as follows:

Tract No. 16715

See Exhibit "B", attached hereto and made a part thereof, hereinafter referred to as the "Property"; and

- B. **WHEREAS**, the Developer is developing a portion of the Property as Soleil at River Valley (hereinafter referred to as the "Project"); and
- C. **WHEREAS**, pursuant to the "Landscaping and Lighting Act of 1972" as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, the City may annex territory to an assessment district to provide for the continued maintenance, operations and servicing of the Improvement Areas and Landscape Improvements, and for the payment of the costs and expenses incurred for such maintenance, operation and servicing; and
- D. **WHEREAS**, the Developer is the owner of all the real property to be benefited by the Improvement Areas, and the maintenance, operation and servicing thereof.

NOW, THEREFORE, in furtherance of the foregoing recitals, the Developer does hereby petition the City as follows:

1. In order to assure the continued maintenance, operation and servicing of the Improvement Areas and Landscape Improvements, and the payment of the costs and expenses incurred for such maintenance, operation and servicing, the Developer hereby requests that the City annex the Property to Victorville Landscape Maintenance Assessment District No. 6 hereinafter referred to as the "District" pursuant to the "Landscaping and Lighting Act of 1972", as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.
2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.
4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:
 - a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;
 - b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.
 - c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .
5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.
6. There will be no change of ownership of said property in Tract prior to the Public Hearing.
7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.
8. The Developer hereby requests that a Public Hearing be scheduled for the earliest date the schedule permits.
9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Advanced Home Builders, Inc.

By: _____


David Nguyen, Director

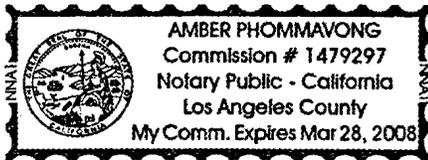
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On 6-27-06 before me, Amber Phommavong
Date Name and Title of Officer (e.g., 'Jane Doe, Notary Public')

personally appeared David Nguyen
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.

Amber Phommavong
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

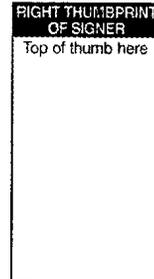
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



**Legal Description
Tract 16715
Stoddard wells Rd.**

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF THE CENTER LINE OF STODDARD WELLS ROAD AS IT NOW EXISTS, ALL IN SECTION 34, TOWNSHIP 6 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED SEPTEMBER 3, 1885.

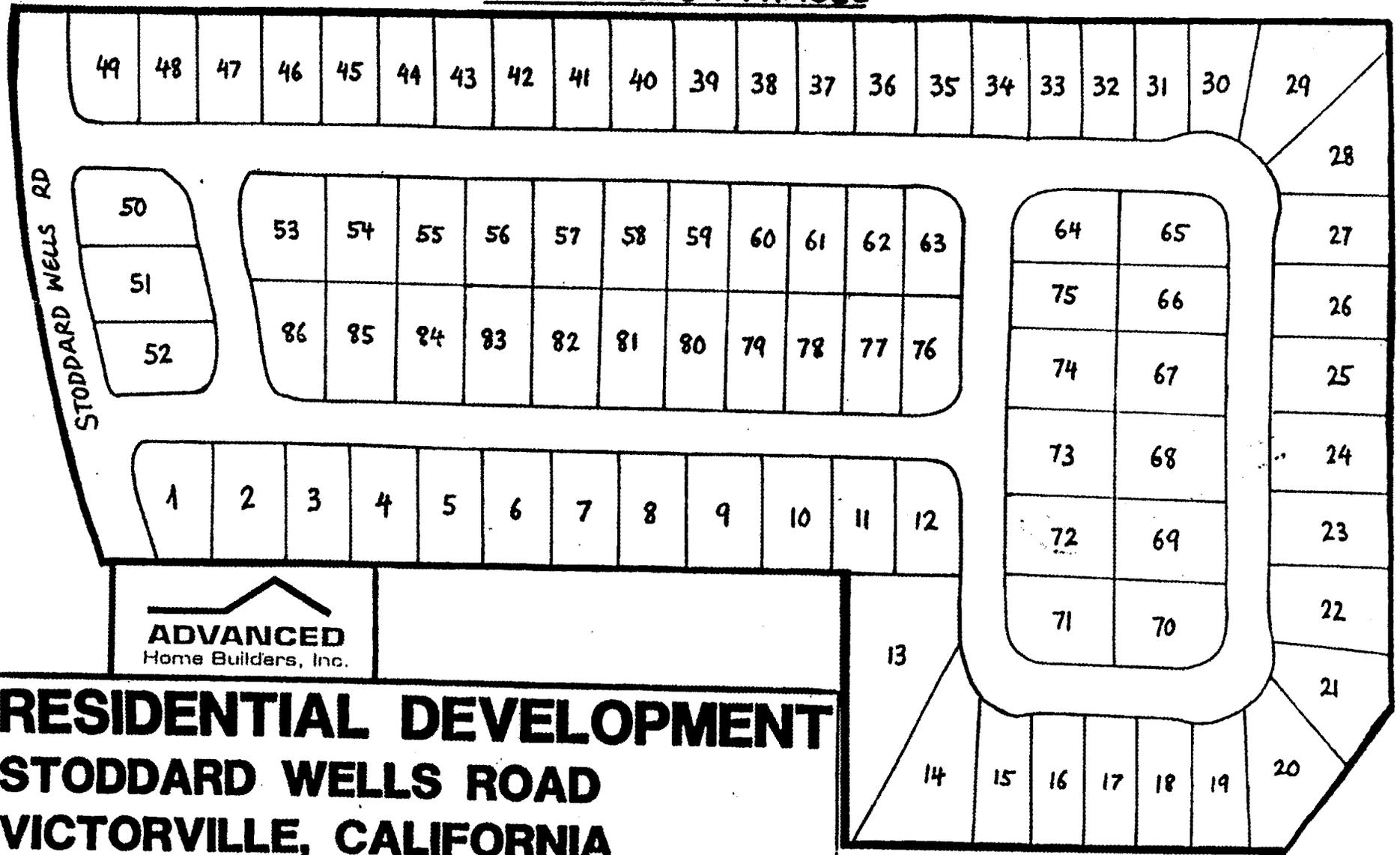
EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1369.46 FEET EAST OF THE WEST 1/16 CORNER BEING ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34, SAID POINT BEING THE CENTER LINE OF STODDARD WELLS ROAD; THENCE NORTH 89 37' 39" EAST, 662.66 FEET; THENCE NORTH 0 30' 47" EAST, 165 FEET; THENCE SOUTH 89 37' 39" WEST, 712.66 FEET, MORE OR LESS, TO THE CENTER LINE OF STODDARD WELLS ROAD; THENCE SOUTH ALONG THE CENTER LINE OF STODDARD WELLS ROAD TO THE POINT OF BEGINNING. ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 6, 1958, IN BOOK 4430, PAGE 413, OF OFFICIAL RECORDS.

THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL, DATED SEPTEMBER 3, 1885, DESCRIBED AS FOLLOWS:

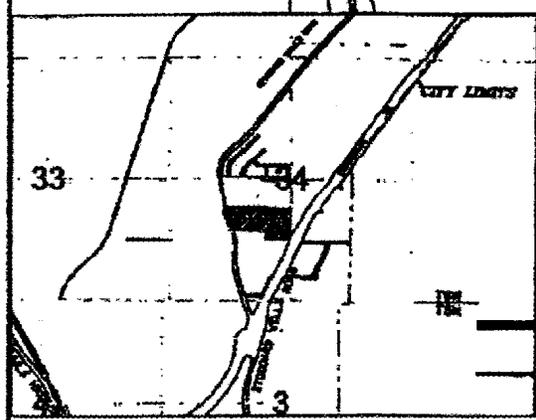
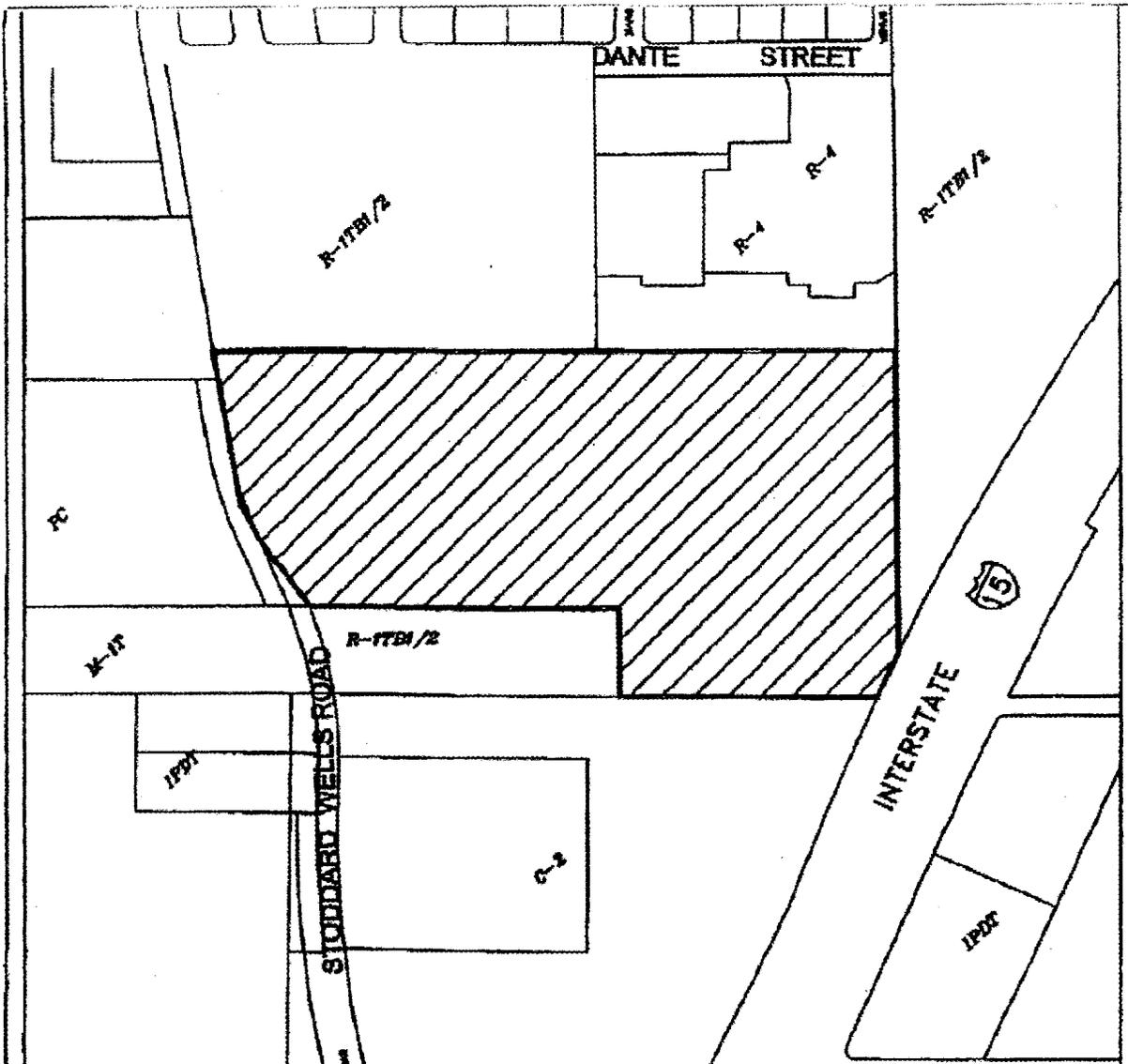
BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GRADY TRAMMELL, ET UX., BY DEED RECORDED MAY 20, 1966, IN BOOK 6631, PAGE 166, OF OFFICIAL RECORDS; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34, 51.5 FEET; THENCE WEST PARALLEL WITH AND 51.5 FEET NORTH OF THE NORTH LINE OF SAID TRAMMEL PARCEL TO A POINT IN THE CENTER LINE OF STODDARD WELLS ROAD, AS IT NOW EXISTS; THENCE SOUTHERLY ALONG SAID CENTER LINE TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID TRAMMEL PARCEL; THENCE NORTH, ALONG SAID WESTERLY LINE AND ITS SOUTHERLY EXTENSION TO THE NORTHWEST CORNER OF TRAMMEL PROPERTY; THENCE EAST ALONG THE NORTH LINE OF SAID TRAMMEL PARCEL TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE POINT OF BEGINNING.

CONSTRUCTION PHASES



RESIDENTIAL DEVELOPMENT
STODDARD WELLS ROAD
VICTORVILLE, CALIFORNIA

TENTATIVE TRACT MAP NO. 16715



Title: PROPERTY LOCATION MAP	
Zoning: R-1TB1/2	Area: 12.48 ac
Assessor Parcel Number: 0472-181-53	
Location: North of and abutting the logical extension of Abbey Lane, south of Dante Street, east of and abutting Interstate 15 and west of and abutting Stoddard Wells Road	
Drawn By: NL	Checked By: [Signature]
Date: 11/10/03	Case Number: GPA-03-004(B) ZC-03-013

Graphics are diagrammatic only - Not to Scale
 Prepared by: City of Victorville Planning Department



ADVANCED
Home Builders, Inc. (818) 340-4863
8326 Kentland Ave.
West Hills, Ca 91304

Tract: 16715

TOTAL LMAD AREA
1,560 SQ FT

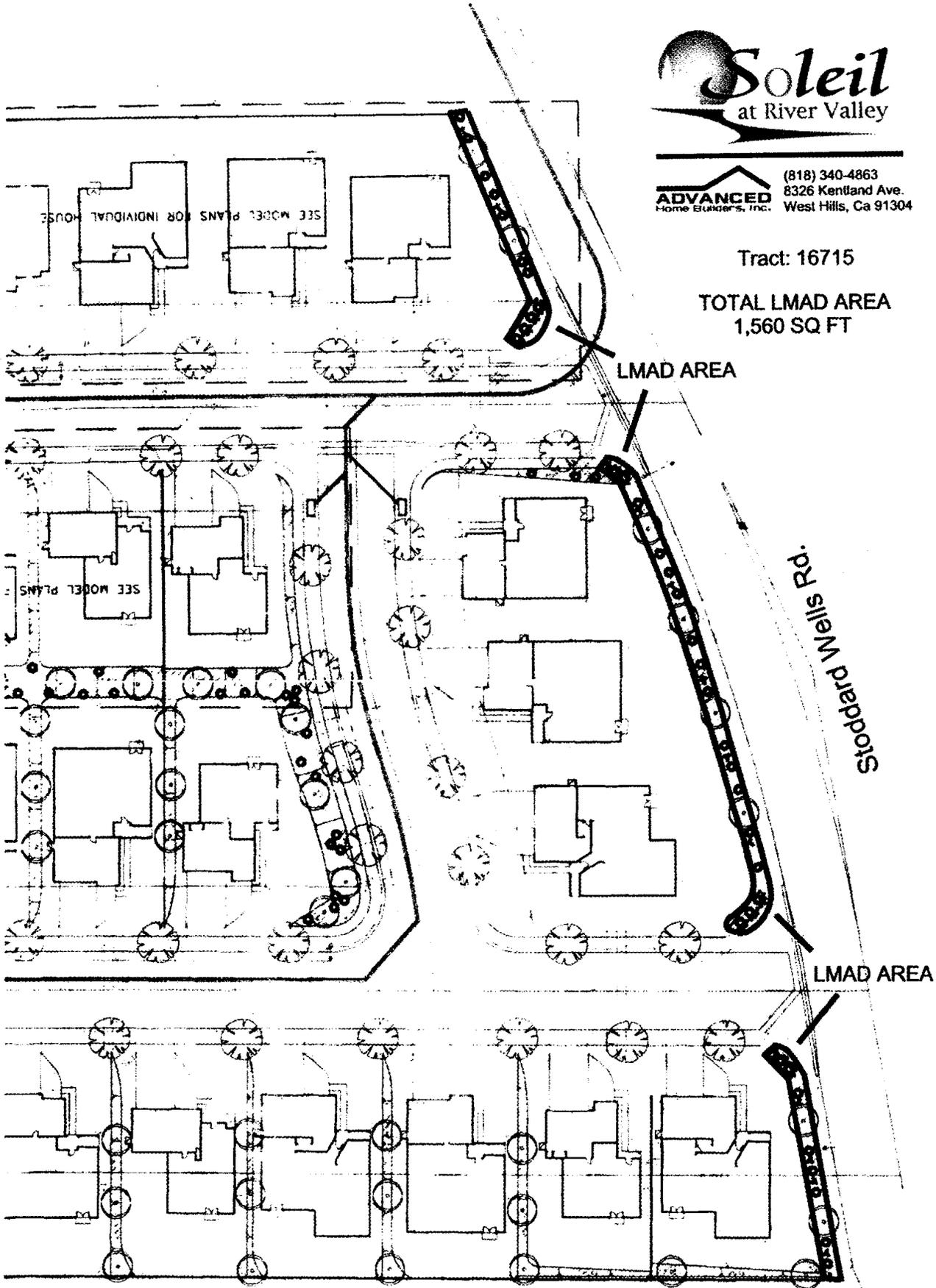


EXHIBIT "A"

PETITION

A PETITION TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IS PETITIONING SAID COUNCIL TO INITIATE PROCEEDINGS FOR ANNEXATION TO THE VICTORVILLE **LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6**, AN ASSESSMENT DISTRICT ESTABLISHED PURSUANT TO THE "LANDSCAPING AND LIGHTING ACT OF 1972" AS SET FORTH IN PART 2 OF DIVISION 15 (SECTIONS 225500 ET SEQ.) OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA.

WITNESSETH

- A. **WHEREAS**, the petitioner, Frontier Homes LLC 9331 Mariposa Rd Hesperia CA 92344, is the sole owner of that certain real property located in the City of Victorville, county of San Bernardino, State of California, more particularly described as follows:

Tract No. 17241

See Exhibit "B", attached hereto and made a part thereof, hereinafter referred to as the "Property"; and

- B. **WHEREAS**, the Developer is developing a portion of the Property as Frontier Homes, LLC (hereinafter referred to as the "Project"); and
- C. **WHEREAS**, pursuant to the "Landscaping and Lighting Act of 1972" as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, the City may annex territory to an assessment district to provide for the continued maintenance, operations and servicing of the Improvement Areas and Landscape Improvements, and for the payment of the costs and expenses incurred for such maintenance, operation and servicing; and
- D. **WHEREAS**, the Developer is the owner of all the real property to be benefited by the Improvement Areas, and the maintenance, operation and servicing thereof.

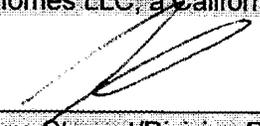
NOW, THEREFORE, in furtherance of the foregoing recitals, the Developer does hereby petition the City as follows:

1. In order to assure the continued maintenance, operation and servicing of the Improvement Areas and Landscape Improvements, and the payment of the costs and expenses incurred for such maintenance, operation and servicing, the Developer hereby requests that the City annex the Property to Victorville Landscape Maintenance Assessment District No. 6 (hereinafter referred to as the "District") pursuant to the "Landscaping and Lighting Act of 1972", as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.
2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.
4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:
 - a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;
 - b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.
 - c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .
5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.
6. There will be no change of ownership of said property in Tract prior to the Public Hearing.
7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.
8. The Developer hereby requests that a Public Hearing be scheduled for _____.
9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Frontier Homes LLC, a California Limited Liability Company

By: 

Doug Stewart/Division President

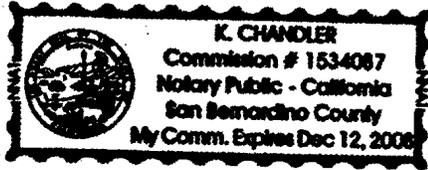
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Bernardino } ss.

On June 28, 2006 before me, K. Chandler Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Doug Stewart
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.

K. Chandler
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

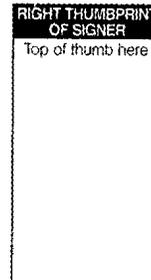
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



LEGAL DESCRIPTION

Real property in the City of , County of San Bernardino, State of California, described as follows:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 3091-131-01 and ~~3091-131-01~~

NOTICE

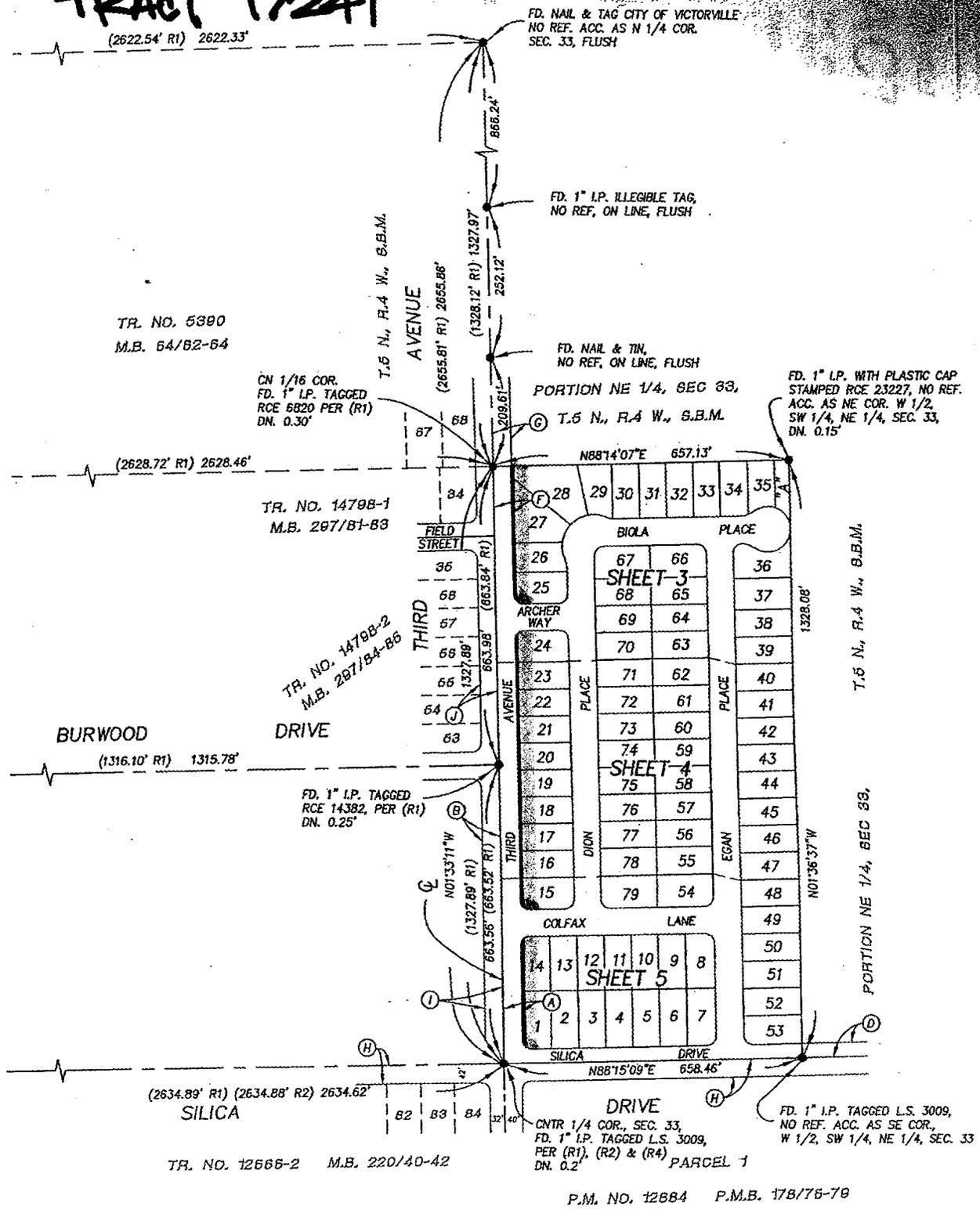
Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

(D) EXHIBING OFFER OF DEDICATION TO THE CITY OF VICTORVILLE PER OR. 8354/78B
 (K) INDICATES AN EASEMENT IN FAVOR OF THE CITY OF VICTORVILLE FOR STORM DRAIN PURPOSES AS DEDICATED HEREON
 (L) INDICATES AGREEMENT TO ACCEPT DRAINAGE WATER DISCHARGED PER INST. NO. 45-055-195 OR
 (M) INDICATES EASEMENT FOR ROAD PURPOSES PER BOOK 5570, PAGE 661, 10'

INDEX MAP

TRACT 17241



TR. NO. 5390
M.B. 64/82-84

CN 1/16 COR.
FD. 1" I.P. TAGGED
RCE 6820 PER (R1)
DN. 0.30'

TR. NO. 14798-1
M.B. 297/81-83

TR. NO. 14798-2
M.B. 297/84-86

BURWOOD DRIVE
(1316.10' R1) 1315.78'

FD. 1" I.P. TAGGED
RCE 14382, PER (R1)
DN. 0.25'

(2634.89' R1) (2634.88' R2) 2634.62'
SILICA DRIVE

TR. NO. 12668-2 M.B. 220/40-42

FD. NAIL & TAG CITY OF VICTORVILLE
NO REF. ACC. AS N 1/4 COR.
SEC. 33, FLUSH

FD. 1" I.P. ILLIGIBLE TAG,
NO REF. ON LINE, FLUSH

FD. NAIL & TIN,
NO REF. ON LINE, FLUSH

PORTION NE 1/4, SEC 33,

FD. 1" I.P. WITH PLASTIC CAP
STAMPED RCE 23227, NO REF.
ACC. AS NE COR. W 1/2,
SW 1/4, NE 1/4, SEC. 33,
DN. 0.15'

T.5 N., R.4 W., S.B.M.

SHEET 3

SHEET 4

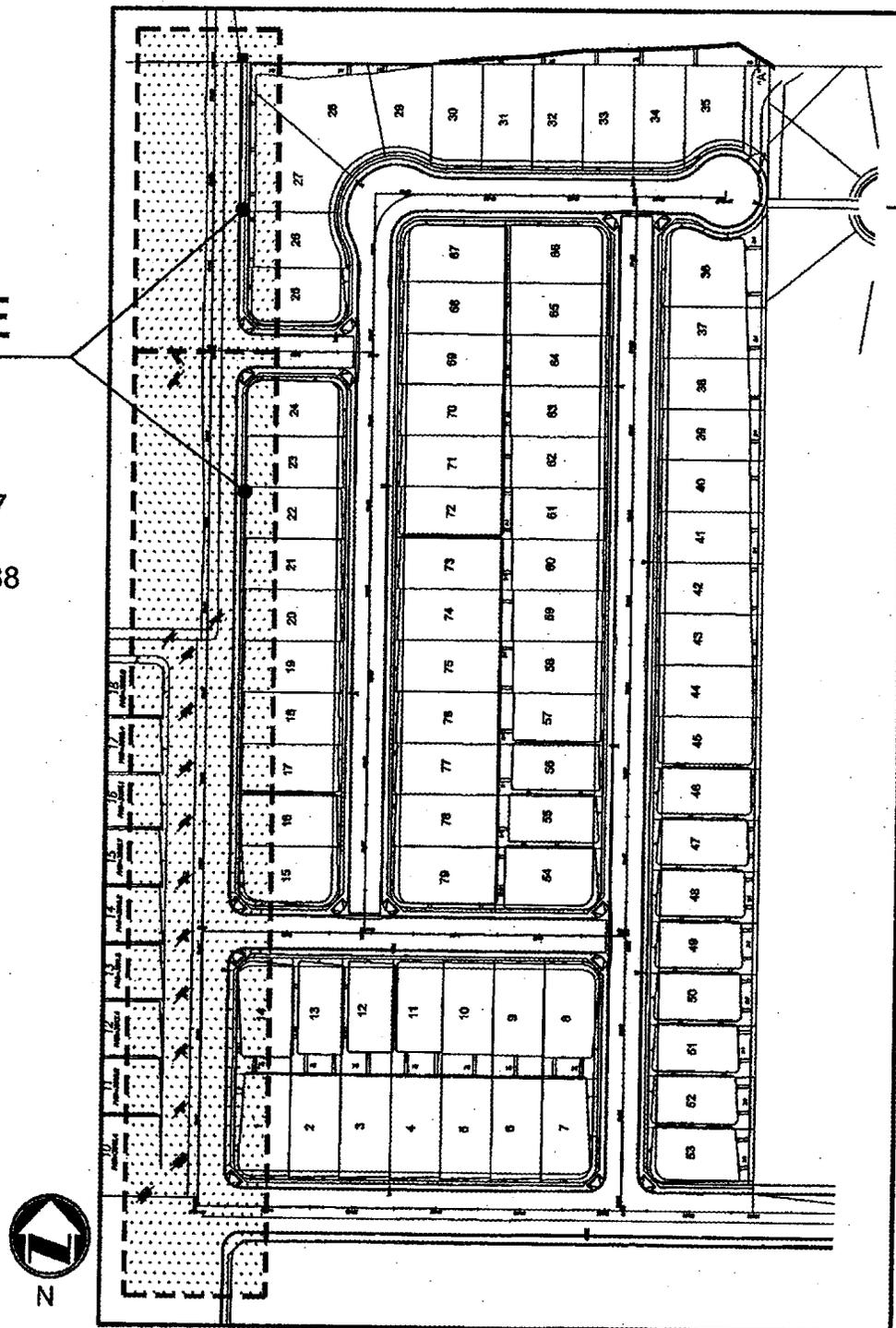
SHEET 5

DRIVE
CNTR 1/4 COR., SEC. 33,
FD. 1" I.P. TAGGED L.S. 3009,
PER (R1), (R2) & (R4)
DN. 0.2' PARCEL 1

P.M. NO. 12884 P.M.B. 17B/76-79

LMA SITE PLANS

Tract 17241
Linear Feet = 1097
Width = 4'
Square Feet = 4388



INDEX MAP NTS

EXHIBIT "A"

PETITION

A PETITION TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, IS PETITIONING SAID COUNCIL TO INITIATE PROCEEDINGS FOR ANNEXATION TO THE VICTORVILLE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 AN ASSESSMENT DISTRICT ESTABLISHED PURSUANT TO THE "LANDSCAPING AND LIGHTING ACT OF 1972" AS SET FORTH IN PART 2 OF DIVISION 15 (SECTIONS 22500 ET SEQ.) OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA.

WITNESSETH

5730 GLEN OAKS LA VERNE, CA 91750

- A. WHEREAS, the petitioner, THOMAS A. DEVRANOS (include name & address of developer), is the sole owner of that certain real property located in the City of Victorville, county of San Bernardino, State of California, more particularly described as follows:

PARCEL MAP

Tract No. 17293

See Exhibit "B", attached hereto and made a part thereof, hereinafter referred to as the "Property"; and

- B. WHEREAS, the Developer is developing a portion of the Property as (name) OLIVINE & ASTER (hereinafter referred to as the "Project"); and

C. WHEREAS, pursuant to the "Landscaping and Lighting Act of 1972" as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, the City may annex territory to an assessment district to provide for the continued maintenance, operations and servicing of the Improvement Areas and Landscape Improvements, and for the payment of the costs and expenses incurred for such maintenance, operation and servicing; and

D. WHEREAS, the Developer is the owner of all the real property to be benefited by the Improvement Areas, and the maintenance, operation and servicing thereof.

NOW, THEREFORE, in furtherance of the foregoing recitals, the Developer does hereby petition the City as follows:

1. In order to assure the continued maintenance, operation and servicing of the Improvement Areas and Landscape Improvements, and the payment of the costs and expenses incurred for such maintenance, operation and servicing, the Developer hereby requests that the City annex the Property to Victorville Landscape Maintenance Assessment District No. 6 (hereinafter referred to as the "District") pursuant to the "Landscaping and Lighting Act of 1972", as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.
2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.
4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:
 - a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;
 - b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.
 - c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .
5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.
6. There will be no change of ownership of said property in Tract prior to the Public Hearing.
7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.
8. The Developer hereby requests that a Public Hearing be scheduled for _____.
9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

(name of developer)

By: Thomas A. DeVaux
Signature / Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } ss.

On 6/20/2006 before me, MARIO ARRIOLA
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared THOMAS A. DEVRANOS
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/hers/their authorized capacity(ies), and that by his/hers/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.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PETITION - TRACT NO. 17293

Document Date: 6/20/2006 Number of Pages: TWO

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: THOMAS A. DEVRANOS

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

Signer is Representing: SELF -

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

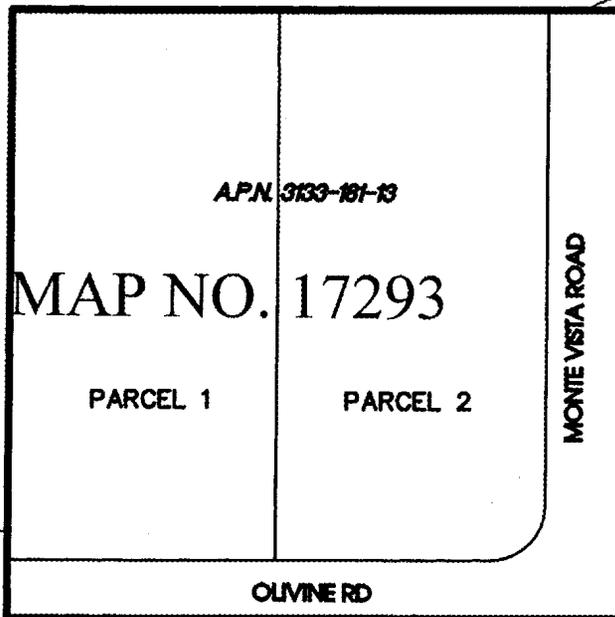
BOUNDRY MAP

LANDSCAPE MAINTENANCE ASSESMENT DISTRICT NO. 6-17293
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A DIVISION OF A PORTION OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31,
TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.
AMERICAN ENGINEERING LABORATORIES INC. MARCH 2006



PARCEL MAP NO. 17293



BOUNDRY LINE

BOUNDRY LINE

ENGINEER'S NOTICE OF FILING

FILED IN THE OFFICE OF THE ENGINEER OF
WORK THIS _____ DAY OF _____, 20__

RUSSELL E. SHARP
R.C.E. NO. 28248, EXPIRES 3/31/08

CITY COUNCIL'S APPROVAL STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF
LANDSCAPE MAINTENANCE ASSESMENT DISTRICT NO. 6-17293, CITY OF
VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF VICTORVILLE AT A
REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 20__ BY
RESOLUTION NO. _____

DATED: _____

CAROLEE BATES, CITY CLERK
CITY OF VICTORVILLE
STATE OF CALIFORNIA

BY: _____
DEPUTY

CITY CLERK'S NOTICE OF FILING

FILED IN THE OFFICE OF THE CLERK OF THE CITY
OF VICTORVILLE THIS _____ DAY OF _____, 20__

CAROLEE BATES
CITY CLERK OF THE CITY OF VICTORVILLE
STATE OF CALIFORNIA

BY: _____
DEPUTY

SAN BERNARDINO COUNTY RECORDERS' CERTIFICATE

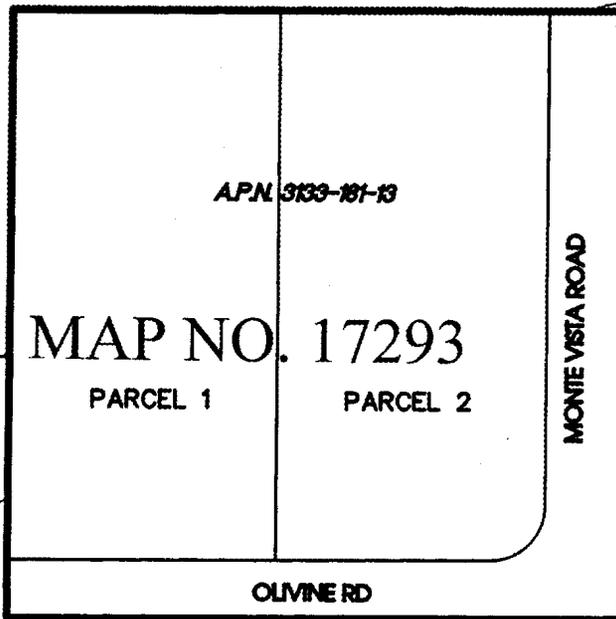
FILED THIS _____ DAY OF _____, 20__ AT _____ M. IN BOOK _____
OF MAPS OF ASSESMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____
AT THE REQUEST OF _____
IN THE AMOUNT OF \$ _____

SIGNED: _____
LARRY WALKER
AUDITOR/CONTROLLER-RECORDER
COUNTY OF SAN BERNARDINO

IN THE CITY OF VICTORVILLE LANDSCAPE MAINTENANCE ASSESSMENT DIAGRAM

LANDSCAPE MAINTENANCE ASSESMENT DISTRICT NO. 6-17293
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A DIVISION OF A PORTION OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31,
TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA,
AND THE BOUNDARY MAP FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
NO. L.M.A.D. 6-17293 WAS RECORDED IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICT, PAGE _____ RECORDS OF SAID COUNTY,
AMERICAN ENGINEERING LABORATORIES INC. MARCH 2006



PARCEL MAP NO. 17293

PARCEL 1

PARCEL 2

L.M.A.D. NO. 6-17293
BOUNDARY LINE

ENGINEER'S NOTICE OF FILING

FILED IN THE OFFICE OF THE ENGINEER OF
WORK THIS _____ DAY OF
_____, 20__

RUSSELL E. SHARP
R.C.E. NO. 28248, EXPIRES 3/31/06

COMMUNITY SERVICES DIRECTOR'S NOTICE OF FILING

FILED IN THE OFFICE OF THE DIRECTOR OF
COMMUNITY SERVICES THIS _____ DAY OF
_____, 20__

JONATHAN E. GARGAN
DIRECTOR OF COMMUNITY SERVICES
CITY OF VICTORVILLE

CITY COUNCIL'S ASSESSMENT STATEMENT

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES AND PARCELS OF
LAND SHOWN ON THE LANDSCAPE ASSESSMENT DIAGRAM, SAID ASSESSMENT WAS LEVIED ON
THE _____ DAY OF _____, 20__ SAID LANDSCAPE ASSESSMENT DIAGRAM AND
LANDSCAPE ASSESSMENT ROLL WERE FILED IN THE OFFICE OF THE DIRECTOR OF COMMUNITY
SERVICES OF THE CITY OF VICTORVILLE ON THE _____ DAY OF _____, 20__ REFERENCE
IS MADE TO THE LANDSCAPE ASSESSMENT ROLL FILED IN THE OFFICE OF THE DIRECTOR OF
COMMUNITY SERVICES FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH
LOT OF LAND SHOWN ON THIS LANDSCAPE MAINTENANCE ASSESSMENT DIAGRAM.

CAROLEE BATES
CITY CLERK OF THE CITY OF VICTORVILLE
STATE OF CALIFORNIA

BY: _____
DEPUTY

L.M.A.D. NO. 6-17293
BOUNDARY LINE

CITY CLERK'S NOTICE OF FILING

FILED IN THE OFFICE OF THE CLERK OF THE CITY
OF VICTORVILLE THIS _____ DAY OF
_____, 20__

CAROLEE BATES
CITY CLERK OF THE CITY OF VICTORVILLE
STATE OF CALIFORNIA

BY: _____
DEPUTY

SAN BERNARDINO COUNTY RECORDERS' CERTIFICATE

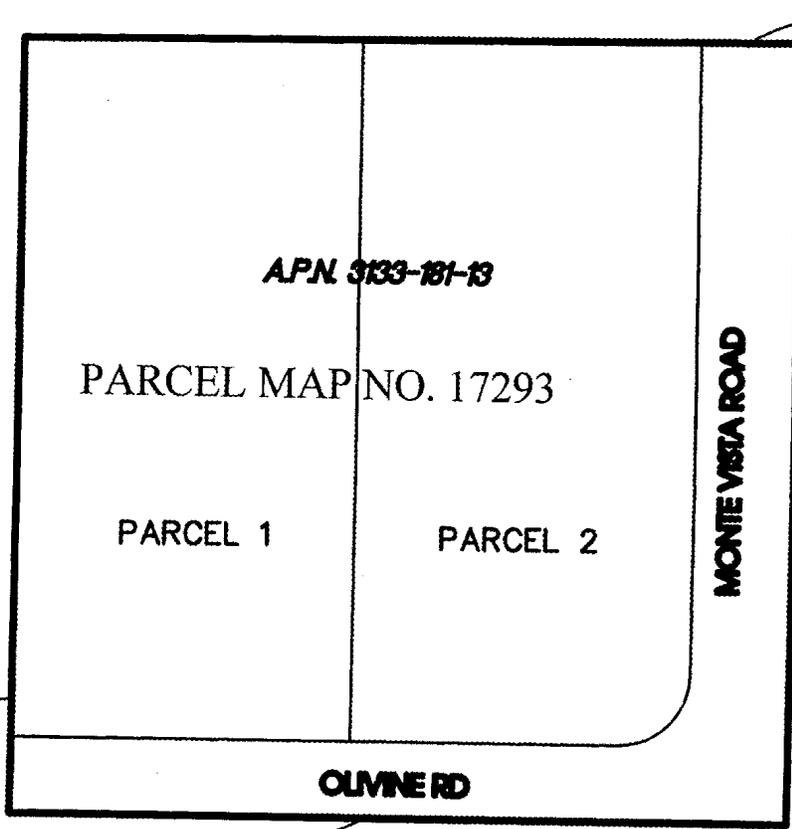
FILED THIS _____ DAY OF _____, 20__ AT _____ N. IN BOOK
_____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE
_____ AT THE REQUEST OF _____
IN THE AMOUNT OF \$ _____

SIGNED: _____
LARRY WALKER
AUDITOR/CONTROLLER-RECORDER
COUNTY OF SAN BERNARDINO

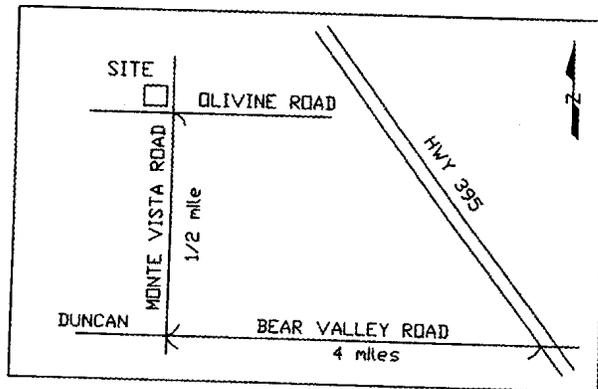
IN THE CITY OF VICTORVILLE
BOUNDARY MAP

LANDSCAPE MAINTENANCE ASSESMENT DISTRICT NO. 6-17293
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A DIVISION OF A PORTION OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 31,
 TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.
 AMERICAN ENGINEERING LABORATORIES INC. MARCH 2006



BOUNDARY LINE



VICINITY MAP - NO SCALE

ESTIMATED AREA = 269.52' LENGTH X 4' WIDTH = 1078.08 SQ. FT

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: Adair M. Patterson *ap*
Director of Finance

DATE: September 7, 2006

SUBJECT: COMMERCIAL DEMAND SCHEDULE

RECOMMENDATION: That the Honorable City Council approve Commercial Demand Schedule No. 5 in the amount of \$5,385,171.82 covering Warrant Nos. 576722, 577665, 577739 and 578208 through 578666 inclusive.

FISCAL IMPACT: Total amount of warrants: \$5,385,171.82

Budget Amount: \$5,385,171.82
Budget Account No. Various

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

No

Yes/\$Amount:
Finance Director Review &
Approval *ap*

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.

Adair Patterson

DIRECTOR OF FINANCE

AP/ts
c:\files\amm\demand.com

Attachment - Commercial Demand Schedule

Consent
#5A
09-19-06



Check No.	Date	Vendor	Payment Status	Payment Amount
576722	7/19/2006	0000006705 Davis, Donna	V	-27.00
577665	8/9/2006	0000016101 Smith, Samuel	V	-36.08
578208	8/23/2006	0000002228 Standard Insurance Co.	P	3,918.77
578209	8/30/2006	0000002336 3M	P	7,503.44
578210	8/30/2006	0000014638 Accurate Overhead Door Systems	P	1,005.00
578211	8/30/2006	0000005289 Adelanto Water and Sanitation	P	16,273.88
578212	8/30/2006	0000015459 ADT Security Services, Inc.	P	45.00
578213	8/30/2006	0000009866 Agencies Tool Center, Inc.	P	361.35
578214	8/30/2006	0000000073 Air Cold Supply	P	52.22
578215	8/30/2006	0000006716 Airgas West	P	26.66
578216	8/30/2006	0000009099 Albert + Rachlin Architects	P	28,985.89
578217	8/30/2006	0000010777 All American Golf	P	96.29
578218	8/30/2006	0000015398 All Cities Fence & Construction	P	700.00
578219	8/30/2006	0000000111 Allstar Fire Equipment	P	1,224.37
578220	8/30/2006	0000007873 Alpha Card Systems	P	308.82
578221	8/30/2006	0000000158 AMTEK	P	265.00
578222	8/30/2006	0000000191 Applied Industrial Tech	P	18.76
578223	8/30/2006	0000009789 Aqua Tech Systems	P	1,306.17
578224	8/30/2006	0000000038 AT&T	P	54.72
578225	8/30/2006	0000014614 Automated Gate Services, Inc.	P	225.50
578226	8/30/2006	0000003042 Apple Valley Communications Inc.	P	35.00
578227	8/30/2006	0000000188 Apple Valley Stationers	P	201.26
578228	8/30/2006	0000003875 AZ Commercial	P	152.87
578229	8/30/2006	0000016186 B&K Electric	P	243.90
578230	8/30/2006	0000000287 Beaman Bros. Plumbing & Heating	P	65.00
578231	8/30/2006	0000000293 Beaumont Yamaha/Kawasaki	P	387.11
578232	8/30/2006	0000000311 Best Access Systems/	P	872.29
578233	8/30/2006	0000014008 Butler, Norma	P	6.22
578234	8/30/2006	0000000456 Calcon Electric Supply	P	284.22
578235	8/30/2006	0000000448 Cal Herbold's Nursery	P	80.81
578236	8/30/2006	0000003245 California Department of Justice	P	352.00
578237	8/30/2006	0000010630 California Overnight	P	113.31
578238	8/30/2006	0000007195 California Redevelopment Association	P	410.85
578239	8/30/2006	0000002720 California Tool & Welding Supply	P	7.80
578240	8/30/2006	0000000510 Callaway Golf	P	27.29
578241	8/30/2006	0000000618 CDW Government, Inc.	P	1,000.20
578242	8/30/2006	0000000548 Charles Joseph Associates	P	3,219.15
578243	8/30/2006	0000008522 Charter Communications	P	779.26
578244	8/30/2006	0000016143 Chino Mower & Engine Service	P	50.59
578245	8/30/2006	0000000425 C.H.J. Incorporated	P	749.26
578246	8/30/2006	0000011696 Civil Air Patrol Magazine	P	145.00
578247	8/30/2006	0000005970 Clear Channel Communications	P	6,500.00
578248	8/30/2006	0000016223 Cole, Sharon	P	50.00
578249	8/30/2006	0000016221 Commercial Newspaper Service, Inc.	P	344.95
578250	8/30/2006	0000000623 Comser Co.	P	156.33
578251	8/30/2006	0000000633 Consolidated Plastics Co.	P	244.14
578252	8/30/2006	0000003901 Creative Benefits, Inc.	P	204.00
578253	8/30/2006	0000013155 Crospeete Sports	P	216.00
578254	8/30/2006	0000000700 Cutting Edge Supply Co.	P	998.69
578255	8/30/2006	0000000703 D&D Disposal	P	370.00
578256	8/30/2006	0000000712 Daily Press	P	1,444.95
578257	8/30/2006	0000000743 Dell Marketing L.P.	P	8,862.31
578258	8/30/2006	0000002765 Del Rey Chemical Co.	P	448.62



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>
578259	8/30/2006	0000000761 Desert Stationers	P	1,191.91
578260	8/30/2006	0000000764 Desert Truck Supply	P	153.28
578261	8/30/2006	0000016214 D.E. Williams Shields	P	415.00
578262	8/30/2006	0000008893 DGA Consultants, Inc.	P	48,433.14
578263	8/30/2006	0000007371 Discount School Supplies	P	435.11
578264	8/30/2006	0000005965 DLT Solutions, Inc.	P	15,763.81
578265	8/30/2006	0000000826 Dunn-Edwards Corp.	P	353.26
578266	8/30/2006	0000000867 Emergency Medical Products, Inc.	P	718.14
578267	8/30/2006	0000016185 Empire Oil	P	415.58
578268	8/30/2006	0000015443 Engineer Supply	P	139.63
578269	8/30/2006	0000000917 Federal Express Corp.	P	162.70
578270	8/30/2006	0000000966 Forestry Suppliers, Inc.	P	447.40
578271	8/30/2006	0000000975 Franklin Truck Parts, Inc.	P	103.74
578272	8/30/2006	0000001740 G.A. Osborne Pipe-Supply	P	798.23
578273	8/30/2006	0000014442 Gigantic Idea Studio	P	89.00
578274	8/30/2006	0000001047 Global Tour Golf, Inc.	P	526.94
578275	8/30/2006	0000015517 GLV Productions	P	614.18
578276	8/30/2006	0000011689 Golf Ventures West	P	442.90
578277	8/30/2006	0000015963 Gonzales Environmental Consulting LL	P	2,567.38
578278	8/30/2006	0000001943 Goodspeed Distributing, Inc.	P	139,150.31
578279	8/30/2006	0000001076 Grainger, Inc.	P	616.67
578280	8/30/2006	0000006956 GreenField Compression, Inc.	P	1,258.09
578281	8/30/2006	0000002968 The Grumpy Golfer	P	415.00
578282	8/30/2006	0000001100 H & E Home Builders	P	4.29
578283	8/30/2006	0000001104 Haaker Equipment Co.	P	11.84
578284	8/30/2006	0000001123 Harbor Freight Tools	P	301.52
578285	8/30/2006	0000001096 HCS-Cutler	P	587.51
578286	8/30/2006	0000001162 Hi-Desert Communications	P	721.65
578287	8/30/2006	0000001184 High Desert Laser Graphics	P	37.98
578288	8/30/2006	0000001193 High Desert Lock & Safe	P	82.20
578289	8/30/2006	0000001194 Hightech Signs	P	429.29
578290	8/30/2006	0000006707 Joseph M. Ho, M.D., Inc.	P	2,250.00
578291	8/30/2006	0000016231 HollywoodDJ.com	P	591.77
578292	8/30/2006	0000001218 Home Depot, Inc.	P	1,321.70
578293	8/30/2006	0000015311 Ice Energy, Inc.	P	49,716.17
578294	8/30/2006	0000001251 Ice Machine Service	P	299.56
578295	8/30/2006	0000015821 Imperial Supplies, LLC	P	469.98
578296	8/30/2006	0000001261 IMSA	P	393.00
578297	8/30/2006	0000015455 Industrial Medical Services, Inc	P	65.00
578298	8/30/2006	0000014580 Innovative Printing Concept	P	1,261.11
578299	8/30/2006	0000007761 I O S Capital	P	2,161.88
578300	8/30/2006	0000016233 Jackson, Debra	P	7.00
578301	8/30/2006	0000001059 Joe A. Gonsalves & Son	P	2,770.00
578302	8/30/2006	0000001416 Lawson Products, Inc.	P	1,642.30
578303	8/30/2006	0000016210 Leerburg Video	P	557.95
578304	8/30/2006	0000016232 Legumina, Tim	P	200.00
578305	8/30/2006	0000000696 L.N. Curtis & Sons	P	941.30
578306	8/30/2006	0000010660 Loveland's Automotive Service	P	1,176.70
578307	8/30/2006	0000008209 Lowe's	P	621.74
578308	8/30/2006	0000011722 Lowe's	P	587.47
578309	8/30/2006	0000013967 Lowe's	P	1,232.33
578310	8/30/2006	0000002716 MANPOWER	P	723.98
578311	8/30/2006	0000000361 Mark Brown & Associates, Inc.	P	125.00
578312	8/30/2006	0000005237 Matthew Bender & Co. Inc.	P	17.60



Commercial Demand

Check No.	Date	Vendor	Payment Status	Payment Amount
578313	8/30/2006	0000010734 MBS, a Konica Minolta Business Soluti	P	175.19
578314	8/30/2006	0000001548 McMaster-Carr Supply Co.	P	130.66
578315	8/30/2006	0000002835 Minolta Business Systems, Inc.	P	503.22
578316	8/30/2006	0000001592 Mobile Occupational Service	P	1,040.00
578317	8/30/2006	0000016230 Molina, Lucy	P	100.00
578318	8/30/2006	0000005964 Nike USA, Inc.	P	1,701.66
578319	8/30/2006	0000001711 Office Depot	P	2,218.20
578320	8/30/2006	0000002772 OfficeMax	P	29.06
578321	8/30/2006	0000010073 Ohlin Sales Inc.	P	182.12
578322	8/30/2006	0000005341 Oriental Trading Company, Inc.	P	111.60
578323	8/30/2006	0000009637 Parsons Brinckerhoff	P	6,812.46
578324	8/30/2006	0000016235 Pentecost, Alana	P	33.32
578325	8/30/2006	0000002992 Public Entity Risk Management Authori	P	21,808.74
578326	8/30/2006	0000001815 Pervo Paint Co.	P	7,863.06
578327	8/30/2006	0000013149 Project Partners	P	19,960.72
578328	8/30/2006	0000001760 PTL Electric	P	4,635.30
578329	8/30/2006	0000014577 PureRite Drinking Water	P	58.91
578330	8/30/2006	0000004348 Quill Corporation	P	969.74
578331	8/30/2006	0000004834 Radio Shack	P	57.41
578332	8/30/2006	0000007090 Rain For Rent	P	24,998.00
578333	8/30/2006	0000014789 RAM Robert A. Martinez	P	4,623.75
578334	8/30/2006	0000016227 Rangel, Christina	P	34.00
578335	8/30/2006	0000001916 R.D.O. Equipment Co.	P	25.50
578336	8/30/2006	0000012436 R.J.B. Trucking	P	954.50
578337	8/30/2006	0000003857 Roadline Products Inc.	P	1,978.29
578338	8/30/2006	0000013956 Rogers-Quinn Construction	P	213,557.93
578339	8/30/2006	0000001988 Rosenow Spevacek Group	P	5,660.00
578340	8/30/2006	0000001987 Rotary Club - Victorville	P	114.00
578341	8/30/2006	0000002000 Russell Products	P	297.39
578342	8/30/2006	0000002039 San Bernardino County Agricultural	P	53.20
578343	8/30/2006	0000002073 San Bernardino County Sheriff's Dept.	P	1,110,000.00
578344	8/30/2006	0000010742 ShedCo	P	200.00
578345	8/30/2006	0000002155 Smart & Final	P	95.37
578346	8/30/2006	0000002188 Southern California Edison	P	6,668.76
578347	8/30/2006	0000015401 Southwest Mobile Storage	P	12,046.46
578348	8/30/2006	0000004267 SPX Corporation	P	117.75
578349	8/30/2006	0000002227 Staples Credit Plan	P	1.08
578350	8/30/2006	0000004812 Stericycle Inc.	P	165.74
578351	8/30/2006	0000003077 Stirling Airports International, LLC	P	90,333.00
578352	8/30/2006	0000007039 Stody Industrial & Welding Supply, In	P	43.10
578353	8/30/2006	0000002266 The Sun - San Bernardino	P	317.26
578354	8/30/2006	0000002313 Target Specialty Products	P	561.61
578355	8/30/2006	0000002322 Tempo	P	2,603.16
578356	8/30/2006	0000016213 Today's Woman	P	500.00
578357	8/30/2006	0000016217 Todd, Rebecca	P	27.00
578358	8/30/2006	0000002357 Tops N' Barricades, Inc.	P	144.39
578359	8/30/2006	0000006279 Turf Star, Inc.	P	80.62
578360	8/30/2006	0000003089 United Rentals, Inc.	P	5,073.96
578361	8/30/2006	0000014536 United Site Services of CA, Inc.	P	2,416.98
578362	8/30/2006	0000015871 Vehicle Reversing Systems	P	279.95
578363	8/30/2006	0000005697 Verizon	P	303.09
578364	8/30/2006	0000010761 Verizon Internet Solutions	P	79.95
578365	8/30/2006	0000002472 Vern's Mobile Glass	P	208.00
578366	8/30/2006	0000008430 Vulcan Materials Company	P	699.98



Commercial Demand

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
578367	8/30/2006	000002481 Victor Valley Animal Protective League	P	6,830.10
578368	8/30/2006	000002499 Victor Valley Water District	P	2,330.49
578369	8/30/2006	000002533 Wal-Mart Store #01-1588	P	162.84
578370	8/30/2006	000002554 Waxie Sanitary Supply	P	2,546.33
578371	8/30/2006	0000015839 Wayne's Towing	P	75.00
578372	8/30/2006	0000014756 Wesleys Supply House Co.	P	344.78
578373	8/30/2006	000002579 Western Outdoor Power Equipment Co.	P	22.87
578374	8/30/2006	0000016216 Western Real Estate Business	P	2,175.00
578375	8/30/2006	000002603 Willdan, Inc.	P	82,680.00
578376	8/30/2006	0000016228 Women's Southern California Golf Assc	P	301.11
578377	8/30/2006	0000015908 Aaron, Madinah	P	28.00
578378	8/30/2006	0000000059 Admin Fire Services Section	P	25.00
578379	8/30/2006	0000000169 Antelope Valley Turf Supply	P	10,173.50
578380	8/30/2006	0000016222 CACEO	P	1,275.00
578381	8/30/2006	0000000506 California Department of Transportatior	P	300.00
578382	8/30/2006	0000007807 California State of-Pesticide Regulation	P	140.00
578383	8/30/2006	0000005128 Carter, Adam	P	227.47
578384	8/30/2006	0000008111 Collins, Kevin	P	150.00
578385	8/30/2006	0000012035 Steve Dunigan Officiating	P	560.00
578386	8/30/2006	0000016224 Employer Resource Institute	P	267.00
578387	8/30/2006	0000005185 Francis, Norm	P	510.00
578388	8/30/2006	0000004977 Garcia, Ernie	P	64.00
578389	8/30/2006	0000003602 Hoffman, Kathy	P	4.75
578390	8/30/2006	0000015313 Holiday Inn	P	1,333.92
578391	8/30/2006	0000004305 ICSC	P	100.00
578392	8/30/2006	0000016234 Inland Paper Co.	P	689.60
578393	8/30/2006	0000016212 JD Pierce Company, Inc.	P	5,463.88
578394	8/30/2006	0000009587 KB Homes Greater Los Angeles, Inc.	P	776.90
578395	8/30/2006	0000001377 Kempton Company	P	54.95
578396	8/30/2006	0000008965 Kilgo, Marcus T.	P	240.82
578397	8/30/2006	0000013134 Kirkpatrick, Perry	P	40.00
578398	8/30/2006	0000016159 Kuiper, Brandon	P	70.00
578399	8/30/2006	0000006838 NAIOP	P	695.00
578400	8/30/2006	0000001748 P.A.P.A.	P	200.00
578401	8/30/2006	0000016211 Perez, Maria B.	P	50.00
578402	8/30/2006	0000012171 Primm Valley Resorts	P	468.70
578403	8/30/2006	0000003589 Rodriguez, Louie	P	196.09
578404	8/30/2006	0000013956 Rogers-Quinn Construction	P	1,922,021.31
578405	8/30/2006	0000002389 Ron Turley Associates, Inc.	P	550.00
578406	8/30/2006	0000013917 Ryland Homes	P	5,953.23
578407	8/30/2006	0000002050 San Bernardino County Recorder	P	16.00
578408	8/30/2006	0000002050 San Bernardino County Recorder	P	16.00
578409	8/30/2006	0000002050 San Bernardino County Recorder	P	16.00
578410	8/30/2006	0000014877 Schaefer Engineering & Design	P	500.00
578411	8/30/2006	0000012717 Schultz, Wayne	P	25.84
578412	8/30/2006	0000015450 Sierra, Ramon	P	80.00
578413	8/30/2006	0000014132 Sparks-Copeland, Francesca	P	84.00
578414	8/30/2006	0000013341 Victor Valley College Job Fair	P	50.00
578415	8/30/2006	0000010340 Woodside Homes	P	801.36
578416	8/30/2006	0000010051 Wyndham Hotel	P	518.40



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City of Victorville Accounts Payable
Commercial Demand

Page No. 5
Run Date 30.Aug.2006
Run Time 11:58:35 AM

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
			Check Total:	<u>3,983,713.74</u>



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City of Victorville Accounts Payable

Commercial Demand

Page No. 1
Run Date 31.Aug.2006
Run Time 4:16:55 PM

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>		<u>Payment Status</u>	<u>Payment Amount</u>
578417	8/31/2006	0000015351	D&D Landscape & Maintenance	P	4,698.48
578418	8/31/2006	0000002188	Southern California Edison	P	11,605.23
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577739	8/9/2006	0000016127	Wolenchuk, William	V	-45.63
578419	9/6/2006	0000000006	A & L Builders Supply	P	326.66
578420	9/6/2006	0000012587	AAA Hose Connection	P	68.80
578421	9/6/2006	0000007343	Abrego, Tamala S	P	115.00
578422	9/6/2006	0000005131	Advanta Bank Corp.	P	321.85
578423	9/6/2006	0000000073	Air Cold Supply	P	240.27
578424	9/6/2006	0000002801	All Cities Fence Co., Inc.	P	10,736.00
578425	9/6/2006	0000013354	American Rotary Broom Co.	P	2,162.97
578426	9/6/2006	0000012801	Arzola, Mary Ann	P	147.00
578427	9/6/2006	0000014614	Automated Gate Services, Inc.	P	338.00
578428	9/6/2006	0000000265	Baldy Mesa Water District	P	2,511.09
578429	9/6/2006	0000000290	Battery Mart	P	1,704.81
578430	9/6/2006	0000013164	Beach Wire and Cable	P	90.14
578431	9/6/2006	0000000297	Beck Oil, Inc.	P	521.51
578432	9/6/2006	0000000311	Best Access Systems/	P	395.94
578433	9/6/2006	0000000309	Best Buy Co., Inc.	P	16.15
578434	9/6/2006	0000010670	Blue Shield of Cal. Life & Health	P	8,190.07
578435	9/6/2006	0000015941	C&M Electric	P	194.81
578436	9/6/2006	0000000456	Calcon Electric Supply	P	6,103.39
578437	9/6/2006	0000000448	Cal Herbold's Nursery	P	87.60
578438	9/6/2006	0000000790	State of California Employment	P	19,470.00
578439	9/6/2006	0000000792	State of California Franchise Tax Board	P	50.00
578440	9/6/2006	0000002720	California Tool & Welding Supply	P	154.01
578441	9/6/2006	0000006067	Causey's Heating & Air-Conditioning	P	97.50
578442	9/6/2006	0000000618	CDW Government, Inc.	P	364.65
578443	9/6/2006	0000005967	Century Forms, Inc.	P	296.47
578444	9/6/2006	0000008522	Charter Communications	P	389.63
578445	9/6/2006	0000002660	C&H Distributors, Inc.	P	371.15
578446	9/6/2006	0000012938	Cingular Wireless	P	177.41
578447	9/6/2006	0000000600	Coles Bros.	P	153.50
578448	9/6/2006	0000009672	Colton Truck Supply	P	376.18
578449	9/6/2006	0000000613	Commercial Engine Service	P	32.58
578450	9/6/2006	0000015774	ComRent West, Inc.	P	8,744.91
578451	9/6/2006	0000000677	CRAFCO, Inc.	P	1,286.79
578452	9/6/2006	0000003901	Creative Benefits, Inc.	P	2,589.00
578453	9/6/2006	0000008251	Cyber Security Source	P	809.21
578454	9/6/2006	0000006348	Daily Journal Corporation	P	135.02
578455	9/6/2006	0000000712	Daily Press	P	1,655.48
578456	9/6/2006	0000000737	John C. Davis	P	10,340.88
578457	9/6/2006	0000000743	Dell Marketing L.P.	P	16,737.39
578458	9/6/2006	0000016225	Demco	P	277.48
578459	9/6/2006	0000000761	Desert Stationers	P	225.85
578460	9/6/2006	0000008350	Desert Survival Guide	P	225.00
578461	9/6/2006	0000000764	Desert Truck Supply	P	84.79
578462	9/6/2006	0000016240	Design Mill Inc.	P	75.00
578463	9/6/2006	0000002977	Theresa M. Dickover	P	197.00
578464	9/6/2006	0000013744	Dinter Engineering	P	33,737.92
578465	9/6/2006	0000000848	Earthlink Network, Inc.	P	29.99
578466	9/6/2006	0000015864	Earth Tech Inc.	P	24,744.84
578467	9/6/2006	0000004912	Ecology Control Industries	P	1,269.63
578468	9/6/2006	0000007289	EDFUND	P	250.87
578469	9/6/2006	0000000875	Endura Steel, Inc.	P	20.98
578470	9/6/2006	0000004553	Enviro Chek	P	3,782.66



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Commercial Demand

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
578471	9/6/2006	0000000917 Federal Express Corp.	P	50.57
578472	9/6/2006	0000011539 Ferguson Enterprises, Inc. #677	P	190.25
578473	9/6/2006	0000013384 Fish Window Cleaning	P	125.00
578474	9/6/2006	0000000958 Fleet Industries	P	372.39
578475	9/6/2006	0000000969 FootJoy	P	851.32
578476	9/6/2006	0000009437 Fore-Par	P	237.72
578477	9/6/2006	0000008442 Franmar Chemicals	P	4,721.07
578478	9/6/2006	0000015787 Freeman Holdings of California, LLC	P	273.33
578479	9/6/2006	0000001002 G & M Towing & Recovery	P	191.00
578480	9/6/2006	0000001740 G.A. Osborne Pipe-Supply	P	626.76
578481	9/6/2006	0000004364 Gapelu, Shivonn	P	159.50
578482	9/6/2006	0000001047 Global Tour Golf, Inc.	P	97.76
578483	9/6/2006	0000001056 Golden State Fire Protection, Inc.	P	5,400.00
578484	9/6/2006	0000011689 Golf Ventures West	P	1,754.40
578485	9/6/2006	0000001943 Goodspeed Distributing, Inc.	P	4,283.88
578486	9/6/2006	0000001063 Goodyear Service Store	P	7,939.25
578487	9/6/2006	0000001074 Graham Equipment	P	107.75
578488	9/6/2006	0000001076 Grainger, Inc.	P	12.82
578489	9/6/2006	0000003047 Graves & King	P	447.96
578490	9/6/2006	0000011211 Great America Leasing Corp.	P	433.50
578491	9/6/2006	0000001089 Greiner Pontiac Buick	P	8.40
578492	9/6/2006	0000002968 The Grumpy Golfer	P	418.00
578493	9/6/2006	0000001100 H & E Home Builders	P	106.61
578494	9/6/2006	0000001104 Haaker Equipment Co.	P	865.75
578495	9/6/2006	0000016242 H. A. Baqai, P.E.	P	2,550.00
578496	9/6/2006	0000009755 Hanson Wilson, Inc.	P	31,374.00
578497	9/6/2006	0000001096 HCS-Cutler	P	422.14
578498	9/6/2006	0000001137 Health Net	P	201,259.84
578499	9/6/2006	0000001155 Hesperia Hose Supply	P	27.74
578500	9/6/2006	0000000278 Hi Desert Alarm	P	174.00
578501	9/6/2006	0000004221 Hi Desert Plan Room	P	770.59
578502	9/6/2006	0000001172 High Desert Backflow	P	3,814.72
578503	9/6/2006	0000001184 High Desert Laser Graphics	P	150.31
578504	9/6/2006	0000006707 Joseph M. Ho, M.D., Inc.	P	1,224.00
578505	9/6/2006	0000001218 Home Depot, Inc.	P	1,062.44
578506	9/6/2006	0000015962 ICP America Inc.	P	140.00
578507	9/6/2006	0000007512 Imperial Sprinkler Supply, Inc.	P	2,983.00
578508	9/6/2006	0000001282 Inland Kenworth, Inc.	P	274.03
578509	9/6/2006	0000008885 Inmark/Victor	P	22.74
578510	9/6/2006	0000015324 Integra Realty Resources	P	2,000.00
578511	9/6/2006	0000007761 I O S Capital	P	658.60
578512	9/6/2006	0000012411 Johnson Power Systems	P	6,220.83
578513	9/6/2006	0000002755 Kaiser Foundation Health Plan, Inc.	P	38,694.05
578514	9/6/2006	0000001359 Kamper's Korner	P	306.08
578515	9/6/2006	0000015405 Law Enforcement Associates	P	9,420.00
578516	9/6/2006	0000001420 Lawncare Landscaping	P	55,175.44
578517	9/6/2006	0000001416 Lawson Products, Inc.	P	282.64
578518	9/6/2006	0000004986 Leslie's Pool Supplies	P	39.89
578519	9/6/2006	0000015823 Lewis, Brisbois, Bisgaard & Smith, LLF	P	5,588.25
578520	9/6/2006	0000008208 Lowe's	P	229.72
578521	9/6/2006	0000011722 Lowe's	P	496.40
578522	9/6/2006	0000007440 Malcolite Corporation	P	498.19
578523	9/6/2006	0000002716 MANPOWER	P	1,185.75
578524	9/6/2006	0000010739 McGraw, Deborah	P	215.50



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Check No.	Date	Vendor	Payment Status	Payment Amount
578525	9/6/2006	0000001551	Measurement Control Systems	P 335.47
578526	9/6/2006	0000001558	Merrill's Garage Door, Inc.	P 75.00
578527	9/6/2006	0000001610	Moore Medical Corp.	P 883.02
578528	9/6/2006	0000014701	Moore Wallace - an RR Donnelly Co.	P 265.23
578529	9/6/2006	0000005448	MWB Business Systems	P 4,140.36
578530	9/6/2006	0000001648	NAPA Auto Parts	P 8,534.32
578531	9/6/2006	0000011789	Nash, William	P 25.00
578532	9/6/2006	0000009511	National Waterworks	P 1,117.75
578533	9/6/2006	0000007789	Nelson Traffic Supply	P 147.80
578534	9/6/2006	0000004894	New Jersey Family Support Pmt	P 152.00
578535	9/6/2006	0000014758	Nova Electric	P 45,939.65
578536	9/6/2006	0000001711	Office Depot	P 758.28
578537	9/6/2006	0000002772	OfficeMax	P 101.34
578538	9/6/2006	0000016184	Orange Fluid System Technologies	P 157.95
578539	9/6/2006	0000001789	Parkhouse Tire, Inc.	P 3,477.22
578540	9/6/2006	0000009637	Parsons Brinckerhoff	P 52,829.62
578541	9/6/2006	0000001800	Paulson Paint	P 2,856.66
578542	9/6/2006	0000001810	Pep Boys	P 100.86
578543	9/6/2006	0000002837	Platronics Communications	P 745.00
578544	9/6/2006	0000002877	Preferred Benefit Insurance Admin., Inc	P 22,828.45
578545	9/6/2006	0000001886	Prudential Overall Supply	P 3,168.14
578546	9/6/2006	0000016244	PTL Electric, Inc.	P 2,536.54
578547	9/6/2006	0000016247	Quintana, Maria	P 485.00
578548	9/6/2006	0000001930	Rancho Motor Company	P 1,664.35
578549	9/6/2006	0000001916	R.D.O. Equipment Co.	P 33.50
578550	9/6/2006	0000001910	R & R Products	P 126.38
578551	9/6/2006	0000016246	Rush, Allison	P 56.00
578552	9/6/2006	0000002019	Safelite Glass Corp.	P 147.26
578553	9/6/2006	0000002016	Safety-Kleen Corp.	P 300.19
578554	9/6/2006	0000002017	Safeway Sign Co.	P 980.29
578555	9/6/2006	0000002025	Sales Unlimited, Inc.	P 234.15
578556	9/6/2006	0000006814	San Bernardino County - Public Works	P 5.93
578557	9/6/2006	0000002073	San Bernardino County Sheriff's Dept.	P 28.00
578558	9/6/2006	0000009069	The Senior News	P 500.00
578559	9/6/2006	0000002111	Service Rock Products	P 2,562.27
578560	9/6/2006	0000002115	Shafton, Inc.	P 249.48
578561	9/6/2006	0000016239	Sims, Diana	P 25.00
578562	9/6/2006	0000002155	Smart & Final	P 126.01
578563	9/6/2006	0000002188	Southern California Edison	P 5,166.34
578564	9/6/2006	0000011493	Southern California Foreign Trade Zone	P 100.00
578565	9/6/2006	0000002196	Southern California Housing Developm	P 3,605.00
578566	9/6/2006	0000012134	SOS Enterprises	P 281.91
578567	9/6/2006	0000002217	Sprint	P 965.73
578568	9/6/2006	0000002217	Sprint	P 1,231.86
578569	9/6/2006	0000002710	Standard Register	P 1,108.03
578570	9/6/2006	0000002227	Staples Credit Plan	P 294.77
578571	9/6/2006	0000016245	State Disbursement Unit	P 2,378.33
578572	9/6/2006	0000014875	Stathis, Jacqueline	P 606.50
578573	9/6/2006	0000004812	Stericycle Inc.	P 139.51
578574	9/6/2006	0000007039	Stoody Industrial & Welding Supply, In	P 41.38
578575	9/6/2006	0000011750	Sully-Miller Contracting Co.	P 1,872.29
578576	9/6/2006	0000002269	Sunland Ford	P 1,230.47
578577	9/6/2006	0000002269	Sunland Ford	P 31,446.97
578578	9/6/2006	0000002291	Surveyors Service Co.	P 394.83



Check No.	Date	Vendor	Payment Status	Payment Amount
578579	9/6/2006	000002003 SWAAAE	P	85.00
578580	9/6/2006	000002313 Target Specialty Products	P	410.05
578581	9/6/2006	000009127 Timberline Locksmith	P	10.78
578582	9/6/2006	000002346 Titleist	P	978.61
578583	9/6/2006	000000812 Tom Dodson & Associates	P	3,150.00
578584	9/6/2006	000002360 Town & Country Tire	P	234.71
578585	9/6/2006	0000016243 Transportation Security Clearinghouse	P	960.00
578586	9/6/2006	000002372 Transwest Ford Truck Sales	P	1,111.98
578587	9/6/2006	000004246 Truesdail Laboratories, Inc.	P	40.50
578588	9/6/2006	0000014613 UniFirst Corporation	P	65.99
578589	9/6/2006	000002426 United Parcel Service	P	139.33
578590	9/6/2006	000003089 United Rentals, Inc.	P	4,002.49
578591	9/6/2006	000002430 United Way Desert Communities	P	45.00
578592	9/6/2006	0000011776 USAirconditioning	P	836.92
578593	9/6/2006	000005441 U.S. Customs Service	P	2,010.66
578594	9/6/2006	000005697 Verizon	P	194.03
578595	9/6/2006	0000015079 Verizon Wireless	P	280.17
578596	9/6/2006	000008430 Vulcan Materials Company	P	917.47
578597	9/6/2006	000002502 Victorville Chamber of Commerce	P	295.00
578598	9/6/2006	000002511 Victorville Motors	P	1,170.62
578599	9/6/2006	000002507 Victorville Professional Firefighters	P	2,480.28
578600	9/6/2006	000002499 Victor Valley Water District	P	6,837.12
578601	9/6/2006	000002498 Victor Valley Wastewater Reclamation	P	4,226.25
578602	9/6/2006	0000012329 Wallace, Raquel	P	70.50
578603	9/6/2006	000002533 Wal-Mart Store #01-1588	P	314.48
578604	9/6/2006	0000011361 Walters Wholesale Electric Co.	P	3,944.67
578605	9/6/2006	000002554 Waxie Sanitary Supply	P	3,866.58
578606	9/6/2006	000002555 Wayne's Engine Rebuilders	P	301.86
578607	9/6/2006	0000014756 Wesleys Supply House Co.	P	174.64
578608	9/6/2006	000002579 Western Outdoor Power Equipment Co.	P	46.30
578609	9/6/2006	000002604 Wilson Golf/Sporting Goods Co.	P	514.28
578610	9/6/2006	000002612 Winship Stake & Lath, Inc.	P	295.51
578611	9/6/2006	000002615 Wittek Golf Supply, Inc.	P	6,326.59
578612	9/6/2006	0000016127 Wolenchuk, William	P	45.63
578613	9/6/2006	000002646 Zee Medical Service	P	167.54
578614	9/6/2006	000002648 ZEP Manufacturing	P	431.25
578615	9/6/2006	000002201 AAAE	P	450.00
578616	9/6/2006	000002201 AAAE	P	450.00
578617	9/6/2006	0000015445 Abuan, Anna L.	P	177.63
578618	9/6/2006	0000016238 Adart Sign Company	P	7,500.00
578619	9/6/2006	0000000117 Almond, JoAnn	P	810.00
578620	9/6/2006	0000000169 Antelope Valley Turf Supply	P	15,150.84
578621	9/6/2006	0000013889 ASCAP	P	16.33
578622	9/6/2006	0000012751 Atkins, Lela	P	222.00
578623	9/6/2006	0000015536 Best, Kenneth	P	262.50
578624	9/6/2006	0000008201 James N. Bogema	P	360.00
578625	9/6/2006	0000000347 Boy Scouts of America	P	1,200.00
578626	9/6/2006	0000015964 Bradshaw, Marybeth	P	52.00
578627	9/6/2006	0000009749 Budget Rental Car	P	858.43
578628	9/6/2006	0000006406 Burnell, Don	P	132.00
578629	9/6/2006	0000003219 Caldwell, Terry, E.	P	810.00
578630	9/6/2006	0000015835 Coen, Marlene	P	436.80
578631	9/6/2006	0000015316 Dalin, Kyra	P	350.00
578632	9/6/2006	0000008506 DEO Enterprises	P	10,925.04



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>
578633	9/6/2006	0000014843 Duncan, Penny L.	P	157.50
578634	9/6/2006	0000015258 Fitzgerald-Gutierrez, Jennifer M.	P	399.88
578635	9/6/2006	0000012566 Guerra Fencing Studio	P	714.00
578636	9/6/2006	0000001115 Hand of Wisdom	P	163.80
578637	9/6/2006	0000011787 Hanna, Collette	P	712.80
578638	9/6/2006	0000003109 Kenneth K. Hoppens	P	1,080.00
578639	9/6/2006	0000001244 International Association of Plumbing	P	150.00
578640	9/6/2006	0000013828 Jauss, George	P	404.25
578641	9/6/2006	0000015735 Jimenez, Alfonso	P	260.00
578642	9/6/2006	0000015906 Jomaa, Walid	P	649.25
578643	9/6/2006	0000013134 Kirkpatrick, Perry	P	40.00
578644	9/6/2006	0000007082 McCray, Sue	P	174.30
578645	9/6/2006	0000015407 Morris, Nathan Vern	P	26.25
578646	9/6/2006	0000015817 Nelson, Lisa	P	182.00
578647	9/6/2006	0000016241 Patios Galore	P	15.46
578648	9/6/2006	0000013879 Riding, Paul	P	252.00
578649	9/6/2006	0000011023 RK Gott's Tumbling	P	1,944.43
578650	9/6/2006	0000015294 Salido, Erica	P	619.70
578651	9/6/2006	0000014515 Sauve, Jaime	P	1,246.88
578652	9/6/2006	0000011238 San Bernardino County	P	96.88
578653	9/6/2006	0000014902 Seishin Shotokan Karate, Inc.	P	397.25
578654	9/6/2006	0000015450 Sierra, Ramon	P	40.00
578655	9/6/2006	0000008317 United States Postal Service	P	22.50
578656	9/6/2006	0000002505 Victorville Disposal, Inc.	P	516,175.09
578657	9/6/2006	0000016237 Victorville Estate Homes, LLC	P	100.60
578658	9/6/2006	0000016237 Victorville Estate Homes, LLC	P	100.60
578659	9/6/2006	0000016237 Victorville Estate Homes, LLC	P	100.60
578660	9/6/2006	0000016237 Victorville Estate Homes, LLC	P	100.60
578661	9/6/2006	0000002506 Victorville Firemen's Association	P	335.00
578662	9/6/2006	0000000198 City of Victorville, Cash	P	194.91
578663	9/6/2006	0000000198 City of Victorville, Cash	P	198.73
578664	9/6/2006	0000002504 City of Victorville Sanitation	P	25.03
578665	9/6/2006	0000012141 Wicker, Tina	P	393.75
578666	9/6/2006	0000002818 Craig Willhite's Instruction	P	654.50

Check Total: 1,385,154.37



AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: Adair Patterson *ap/am*
Director of Finance

DATE: August 31, 2006

SUBJECT: PAYROLL WARRANT LIST

RECOMMENDATION: That the Honorable City Council approve Payroll Demand Schedule No. 3A, for Payroll Period August 12, 2006 through August 25, 2006, in the amount of \$1,276,877.55 covering Warrant Nos. 20644 through 20712 and Advice Nos. 103863 through 104428 inclusive and void/adjustment of Advice Nos. 103547 and 103785.

FISCAL IMPACT: Payroll gross total amount
\$1,276,877.55

Budget Amount: \$1,276,877.55
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:

Finance Director Review and
Approval *ap/am*

Adair Patterson /am

DIRECTOR OF FINANCE

AMP/hdk

Attachment - Payroll Warrant List

Consent
#5B
09-19-06



City of Victorville

Date: 08/31/06

City Council Payroll Report
Payroll Period Ending: August 25, 2006

<u>Employee Number</u>	<u>Check #</u>	<u>Total Gross</u>	<u>Check Date</u>
1417	104130	1,762.69	9/1/2006
2396	104275	774.48	9/1/2006
1515	20656	1,836.54	9/1/2006
1871	103938	1,762.69	9/1/2006
2052	104276	420.00	9/1/2006
1883	104370	3,087.31	9/1/2006
1970	104035	1,727.15	9/1/2006
1305	104371	4,907.76	9/1/2006
2457	104256	818.56	9/1/2006
1097	104036	2,378.45	9/1/2006
2414	104277	106.43	9/1/2006
2281	20667	80.64	9/1/2006
1169	103939	1,836.54	9/1/2006
1024	103958	2,811.31	9/1/2006
1005	103878	2,037.31	9/1/2006
2402	104278	568.75	9/1/2006
2432	104279	869.72	9/1/2006
1007	103879	3,757.00	9/1/2006
2473	20663	1,000.42	9/1/2006
1063	103866	1,836.54	9/1/2006
2357	103913	1,562.85	9/1/2006
1746	104131	2,362.69	9/1/2006
2142	104224	1,034.65	9/1/2006
1681	20684	124.74	9/1/2006
1258	104280	818.56	9/1/2006
2354	103940	1,762.69	9/1/2006
2422	20685	14.85	9/1/2006
1853	104200	2,661.13	9/1/2006
1025	104132	2,312.85	9/1/2006
1520	104037	1,914.08	9/1/2006
2343	104281	1,023.20	9/1/2006
2326	104257	1,023.20	9/1/2006
1026	104133	1,954.23	9/1/2006
1949	103930	2,520.54	9/1/2006
2043	103941	3,035.25	9/1/2006
2405	104282	708.75	9/1/2006
1061	103867	3,843.31	9/1/2006
2210	104117	3,882.00	9/1/2006
1244	104372	5,200.50	9/1/2006
1099	104038	2,750.38	9/1/2006
1170	103942	5,684.85	9/1/2006
1457	103880	2,413.92	9/1/2006
1027	104134	1,954.23	9/1/2006
1100	104039	2,323.51	9/1/2006
2329	104283	786.59	9/1/2006
2384	104258	818.56	9/1/2006
1078	104003	3,847.20	9/1/2006
1727	104040	2,007.94	9/1/2006
1243	104373	5,927.12	9/1/2006

1187	104374	4,841.57	9/1/2006
2382	104284	815.36	9/1/2006
1101	104041	2,349.02	9/1/2006
1966	104135	1,692.54	9/1/2006
2157	104136	1,437.73	9/1/2006
1849	103959	3,757.00	9/1/2006
1212	20708	3,962.41	9/1/2006
2092	103960	2,745.64	9/1/2006
1699	104285	658.69	9/1/2006
1497	104042	2,466.54	9/1/2006
1739	104376	3,767.79	9/1/2006
2079	104225	125.44	9/1/2006
2429	104226	237.44	9/1/2006
1261	20686	831.35	9/1/2006
1721	104377	3,092.71	9/1/2006
1174	104378	4,394.32	9/1/2006
1697	103914	3,096.54	9/1/2006
2192	104043	1,562.85	9/1/2006
1451	103881	2,216.38	9/1/2006
2416	104286	361.35	9/1/2006
2415	104287	406.88	9/1/2006
2149	104288	262.35	9/1/2006
1843	104227	172.44	9/1/2006
1103	104044	2,263.92	9/1/2006
1973	103882	3,003.31	9/1/2006
1644	103961	2,811.31	9/1/2006
1104	104004	2,080.23	9/1/2006
1833	104379	2,921.94	9/1/2006
2050	103962	1,828.23	9/1/2006
1748	103883	2,362.69	9/1/2006
2377	104137	1,562.85	9/1/2006
1426	104289	818.56	9/1/2006
1225	103915	3,213.57	9/1/2006
2217	20654	2,413.92	9/1/2006
2411	20687	345.63	9/1/2006
1068	104118	3,683.00	9/1/2006
1227	20709	4,243.57	9/1/2006
2448	104190	3,264.46	9/1/2006
1989	104381	2,921.36	9/1/2006
2034	104290	895.30	9/1/2006
1030	104138	2,312.85	9/1/2006
1963	104045	2,465.18	9/1/2006
1079	104005	3,671.80	9/1/2006
1898	104046	1,762.69	9/1/2006
1576	103916	3,027.07	9/1/2006
1620	104291	912.78	9/1/2006
2017	20688	192.50	9/1/2006
1523	104382	4,626.47	9/1/2006
1437	104259	920.88	9/1/2006
1032	104139	2,080.23	9/1/2006
1105	104047	3,443.69	9/1/2006
2188	104228	192.64	9/1/2006
1265	104292	81.04	9/1/2006
2254	103963	2,362.69	9/1/2006
2082	103884	1,727.15	9/1/2006
1962	104201	2,312.85	9/1/2006

1353	103943	1,871.42	9/1/2006
1033	104140	2,080.23	9/1/2006
1266	104048	2,378.45	9/1/2006
2204	104202	1,803.91	9/1/2006
2323	103964	2,575.92	9/1/2006
1392	104203	4,406.85	9/1/2006
2205	104141	2,575.92	9/1/2006
1267	104142	1,762.69	9/1/2006
1678	104293	403.92	9/1/2006
1909	104294	546.48	9/1/2006
1850	103965	3,356.85	9/1/2006
1767	103885	2,080.23	9/1/2006
1447	103944	2,780.15	9/1/2006
1108	104049	2,936.22	9/1/2006
2214	104229	1,328.32	9/1/2006
2126	104295	895.30	9/1/2006
2231	104221	913.95	9/1/2006
2360	104143	1,562.85	9/1/2006
1109	104050	2,169.77	9/1/2006
1268	104296	764.82	9/1/2006
1172	103945	3,318.72	9/1/2006
1110	104051	2,169.77	9/1/2006
2262	104260	920.88	9/1/2006
1111	104052	2,466.54	9/1/2006
1919	104119	3,609.00	9/1/2006
1080	104006	3,757.00	9/1/2006
1750	104053	2,146.50	9/1/2006
2228	104054	1,836.54	9/1/2006
2053	104383	2,768.18	9/1/2006
1112	104055	2,466.54	9/1/2006
1070	20651	2,811.31	9/1/2006
2373	104191	1,562.85	9/1/2006
2103	104274	1,372.67	9/1/2006
2282	104230	277.76	9/1/2006
1882	104231	62.72	9/1/2006
2440	104120	2,263.92	9/1/2006
2413	104297	158.40	9/1/2006
2115	104121	2,690.85	9/1/2006
2327	104261	818.56	9/1/2006
1656	104056	1,692.54	9/1/2006
2364	103966	2,037.31	9/1/2006
1271	20689	409.28	9/1/2006
2337	103917	2,575.92	9/1/2006
2319	104232	49.28	9/1/2006
2279	104122	2,882.83	9/1/2006
1978	104144	1,799.15	9/1/2006
2139	103886	2,037.31	9/1/2006
2156	104298	643.13	9/1/2006
1199	104384	4,694.73	9/1/2006
1715	103887	2,124.54	9/1/2006
1165	104007	3,070.69	9/1/2006
2347	104008	2,138.41	9/1/2006
1522	103967	3,282.54	9/1/2006
2105	103968	2,750.38	9/1/2006
1272	104145	2,080.23	9/1/2006
2166	104299	742.50	9/1/2006

2454	104300	818.56	9/1/2006
2190	104057	1,562.85	9/1/2006
2345	104301	818.56	9/1/2006
2150	104262	818.56	9/1/2006
1037	104204	2,019.15	9/1/2006
2040	104223	999.88	9/1/2006
2424	20690	869.72	9/1/2006
2444	103969	2,362.69	9/1/2006
2063	104302	540.31	9/1/2006
1453	103888	2,362.69	9/1/2006
2160	104303	700.00	9/1/2006
1249	104058	2,583.09	9/1/2006
2397	104123	2,861.70	9/1/2006
1899	20668	206.93	9/1/2006
2355	103970	1,562.85	9/1/2006
2372	104385	1,657.04	9/1/2006
2332	104059	1,658.85	9/1/2006
2026	103868	1,762.69	9/1/2006
2206	104060	1,995.31	9/1/2006
2236	104250	818.56	9/1/2006
2125	104124	2,269.64	9/1/2006
2259	104009	3,756.35	9/1/2006
1971	104205	1,870.59	9/1/2006
1315	103946	2,673.49	9/1/2006
2369	104010	3,590.85	9/1/2006
2020	104304	677.87	9/1/2006
2312	104263	1,023.20	9/1/2006
2087	104146	1,626.08	9/1/2006
1987	20669	510.72	9/1/2006
1190	104386	4,243.57	9/1/2006
1841	20657	1,914.08	9/1/2006
1407	104011	3,834.76	9/1/2006
2021	104305	219.78	9/1/2006
1448	20691	594.74	9/1/2006
1009	103889	3,757.00	9/1/2006
1117	20658	3,282.54	9/1/2006
1118	103971	2,811.31	9/1/2006
1232	104387	4,320.08	9/1/2006
2163	104061	1,995.31	9/1/2006
2391	104192	2,080.23	9/1/2006
1740	104388	3,066.90	9/1/2006
1888	20670	80.64	9/1/2006
2099	104147	1,406.35	9/1/2006
1625	104062	2,466.54	9/1/2006
1233	104389	4,377.33	9/1/2006
2248	20661	1,562.85	9/1/2006
2221	103918	1,995.31	9/1/2006
1316	104233	206.93	9/1/2006
1801	103919	1,914.08	9/1/2006
2363	103947	1,762.69	9/1/2006
2436	104234	237.44	9/1/2006
1218	104390	3,290.22	9/1/2006
1319	104235	359.29	9/1/2006
1588	104063	2,304.34	9/1/2006
2305	20671	134.40	9/1/2006
2189	103890	1,995.31	9/1/2006

2109	104306	1,023.20	9/1/2006
1119	20659	3,079.47	9/1/2006
1038	104148	5,625.92	9/1/2006
1082	104012	2,080.23	9/1/2006
2084	104149	1,692.54	9/1/2006
1706	104193	3,558.00	9/1/2006
1011	103891	2,439.55	9/1/2006
1901	104013	4,634.31	9/1/2006
1698	104064	2,362.69	9/1/2006
1890	104206	1,753.97	9/1/2006
2366	103892	1,594.23	9/1/2006
2452	103972	2,263.92	9/1/2006
1121	104065	2,312.85	9/1/2006
1664	104307	850.32	9/1/2006
2062	104150	1,626.08	9/1/2006
2224	104066	2,167.71	9/1/2006
2431	20672	237.44	9/1/2006
1123	104067	2,811.31	9/1/2006
1903	104151	1,594.23	9/1/2006
2278	104014	2,811.31	9/1/2006
2443	103973	1,406.35	9/1/2006
2324	104125	2,169.77	9/1/2006
2181	20680	901.70	9/1/2006
1865	104068	1,626.08	9/1/2006
2039	104308	818.56	9/1/2006
1597	104391	2,691.37	9/1/2006
2223	103974	2,037.31	9/1/2006
1335	104392	4,103.81	9/1/2006
2297	104309	739.49	9/1/2006
2031	103920	2,726.57	9/1/2006
1749	104126	2,690.85	9/1/2006
2209	103975	1,836.54	9/1/2006
1234	104393	3,509.05	9/1/2006
2386	104310	897.56	9/1/2006
2462	104311	594.74	9/1/2006
2113	104194	3,407.54	9/1/2006
2453	104236	94.24	9/1/2006
2025	104312	643.26	9/1/2006
1197	104394	3,876.97	9/1/2006
2463	20673	479.63	9/1/2006
1610	104313	454.05	9/1/2006
2350	103948	1,762.69	9/1/2006
1084	104015	2,937.77	9/1/2006
1957	103931	1,954.23	9/1/2006
2108	104314	1,023.20	9/1/2006
2403	104315	409.28	9/1/2006
1723	104069	1,799.15	9/1/2006
1999	103976	1,995.31	9/1/2006
2107	104207	1,786.05	9/1/2006
1125	104070	2,547.30	9/1/2006
1124	104071	2,690.85	9/1/2006
2336	103921	2,575.92	9/1/2006
1277	104316	543.58	9/1/2006
1760	104072	2,026.98	9/1/2006
1952	104195	1,762.69	9/1/2006
2401	104317	678.13	9/1/2006

2090	104016	3,673.00	9/1/2006
2093	104152	2,690.85	9/1/2006
2378	104318	818.56	9/1/2006
2069	104153	1,692.54	9/1/2006
1975	104319	281.38	9/1/2006
1547	103977	2,362.69	9/1/2006
2441	103869	1,757.58	9/1/2006
1758	104154	2,937.77	9/1/2006
1866	104155	2,307.50	9/1/2006
2225	103978	2,575.92	9/1/2006
1990	104208	2,214.18	9/1/2006
1040	104156	1,954.23	9/1/2006
1126	104073	3,092.37	9/1/2006
1230	104320	243.01	9/1/2006
1127	104074	3,882.00	9/1/2006
2450	103979	2,466.54	9/1/2006
2340	104075	1,562.85	9/1/2006
2252	104395	3,463.45	9/1/2006
2258	103932	3,139.46	9/1/2006
2328	104237	206.93	9/1/2006
1128	104076	2,937.77	9/1/2006
2019	103893	1,799.15	9/1/2006
1915	104321	617.93	9/1/2006
2421	20692	99.00	9/1/2006
2299	20674	80.64	9/1/2006
1012	103894	2,037.31	9/1/2006
1513	104077	1,799.15	9/1/2006
1250	104264	818.56	9/1/2006
1744	104209	2,875.31	9/1/2006
1162	104157	2,466.54	9/1/2006
2250	104322	268.59	9/1/2006
1207	104396	5,170.62	9/1/2006
2286	104265	818.56	9/1/2006
2381	20652	1,562.85	9/1/2006
2316	103895	1,874.85	9/1/2006
2449	103870	2,080.23	9/1/2006
1518	103896	3,757.00	9/1/2006
1544	103897	2,413.92	9/1/2006
1855	104251	200.00	9/1/2006
2098	103871	1,692.54	9/1/2006
1907	104078	2,466.54	9/1/2006
2246	104158	1,799.15	9/1/2006
2298	104238	165.76	9/1/2006
1086	104017	2,575.92	9/1/2006
2264	104159	1,562.85	9/1/2006
1131	104079	2,998.68	9/1/2006
1201	104397	3,495.86	9/1/2006
2146	20693	700.92	9/1/2006
2392	104323	755.84	9/1/2006
1188	20649	4,406.85	9/1/2006
2118	104080	1,562.85	9/1/2006
1710	103872	1,995.31	9/1/2006
2194	20694	541.96	9/1/2006
2321	104324	876.84	9/1/2006
2049	103863	1,762.69	9/1/2006
1998	104018	2,632.69	9/1/2006

2314	104325	780.19	9/1/2006
2404	104326	433.13	9/1/2006
2012	20695	375.24	9/1/2006
2102	103980	1,626.08	9/1/2006
2097	103922	1,836.54	9/1/2006
2266	104327	819.26	9/1/2006
2439	20647	2,313.25	8/28/2006
2376	104019	2,690.85	9/1/2006
2464	20681	230.22	9/1/2006
2233	103923	1,995.31	9/1/2006
1132	104081	1,692.54	9/1/2006
2119	104266	1,023.20	9/1/2006
2195	104082	1,658.85	9/1/2006
1953	103981	1,874.85	9/1/2006
2219	20675	577.92	9/1/2006
1979	104328	441.26	9/1/2006
1510	104160	1,108.25	9/1/2006
2406	20696	428.75	9/1/2006
2256	104398	2,530.42	9/1/2006
1643	104161	2,937.77	9/1/2006
1988	104399	3,066.90	9/1/2006
1282	104162	1,954.23	9/1/2006
1955	104083	1,957.33	9/1/2006
1607	104329	626.71	9/1/2006
2387	104330	818.56	9/1/2006
1066	103982	1,836.54	9/1/2006
1449	104084	2,216.38	9/1/2006
2006	104196	2,080.23	9/1/2006
2379	104163	1,954.23	9/1/2006
2251	104400	2,919.37	9/1/2006
1524	104401	4,050.75	9/1/2006
2247	104331	792.98	9/1/2006
1321	104402	6,402.23	9/1/2006
1134	104085	2,169.77	9/1/2006
2310	104164	1,626.08	9/1/2006
2111	104086	2,198.96	9/1/2006
2134	104087	1,762.69	9/1/2006
1194	104403	4,954.78	9/1/2006
1087	104210	1,836.54	9/1/2006
1135	104088	2,466.54	9/1/2006
2470	20646	450.00	8/22/2006
2470	20650	1,606.19	9/1/2006
2302	104165	1,762.69	9/1/2006
1014	103898	1,836.54	9/1/2006
2353	103950	1,692.54	9/1/2006
1322	104239	471.20	9/1/2006
2288	104332	945.45	9/1/2006
2055	103983	1,762.69	9/1/2006
1757	104252	200.00	9/1/2006
1377	104211	2,282.21	9/1/2006
1088	104020	5,884.85	9/1/2006
1015	103899	2,216.38	9/1/2006
1361	104333	320.76	9/1/2006
1394	104089	2,612.82	9/1/2006
2122	104334	268.59	9/1/2006
1043	104166	2,811.31	9/1/2006

1136	104090	2,395.02	9/1/2006
2155	104335	223.13	9/1/2006
1632	104091	2,378.45	9/1/2006
1077	104092	1,836.54	9/1/2006
2466	104336	402.89	9/1/2006
1635	103900	3,757.00	9/1/2006
2455	104337	626.71	9/1/2006
1064	104197	5,379.46	9/1/2006
1653	104253	200.00	9/1/2006
2334	104222	1,179.54	9/1/2006
2445	103984	2,362.69	9/1/2006
1137	104093	2,169.77	9/1/2006
1017	103901	3,139.46	9/1/2006
2237	103902	2,080.23	9/1/2006
1703	104021	3,757.00	9/1/2006
2442	20653	1,562.85	9/1/2006
2071	103985	2,362.69	9/1/2006
2438	103986	1,923.73	9/1/2006
1941	104022	2,811.31	9/1/2006
1400	104198	2,466.54	9/1/2006
1655	20644	1,893.67	8/18/2006
1655	103547	(1,893.67)	8/18/2006
1655	104094	1,836.54	9/1/2006
2342	104338	869.72	9/1/2006
1389	104095	2,117.07	9/1/2006
1139	104220	1,836.54	9/1/2006
2383	104267	818.56	9/1/2006
2239	20697	818.56	9/1/2006
1140	20660	1,949.71	9/1/2006
1081	104212	2,466.54	9/1/2006
1173	103951	2,466.54	9/1/2006
1242	103952	2,373.83	9/1/2006
1621	103903	4,531.85	9/1/2006
2322	20676	376.96	9/1/2006
2067	104240	206.93	9/1/2006
1044	104167	2,690.85	9/1/2006
1937	104213	2,660.54	9/1/2006
1875	103987	1,836.54	9/1/2006
2287	103933	1,562.85	9/1/2006
1782	104241	237.44	9/1/2006
1923	104339	53.18	9/1/2006
2275	103904	1,799.15	9/1/2006
1531	104404	2,821.35	9/1/2006
1961	104242	107.52	9/1/2006
1336	104405	3,619.79	9/1/2006
1427	104168	2,362.69	9/1/2006
1439	104096	2,169.77	9/1/2006
1333	104406	4,374.15	9/1/2006
1612	104097	1,626.08	9/1/2006
1062	103873	1,914.08	9/1/2006
1046	104169	1,836.54	9/1/2006
1364	104407	3,036.25	9/1/2006
1790	103864	2,362.69	9/1/2006
2390	20698	716.24	9/1/2006
2451	104127	2,263.92	9/1/2006
2335	20679	818.56	9/1/2006

1287	104170	2,216.38	9/1/2006
2046	104098	1,836.54	9/1/2006
2208	104408	2,788.39	9/1/2006
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2468	104023	2,690.85	9/1/2006
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1902	103907	2,750.38	9/1/2006
2375	20664	1,562.85	9/1/2006
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1168	104411	3,739.36	9/1/2006
1939	20699	546.48	9/1/2006
1332	104412	3,313.08	9/1/2006
1776	104025	3,122.40	9/1/2006
1254	104099	2,229.34	9/1/2006
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1203	104413	4,583.14	9/1/2006
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2263	104415	3,875.90	9/1/2006
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2368	104268	901.70	9/1/2006
2178	103924	2,312.85	9/1/2006
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1838	104345	920.88	9/1/2006
1001	103934	6,084.85	9/1/2006
1873	104346	1,023.20	9/1/2006
1762	104215	2,945.87	9/1/2006
2174	20700	558.36	9/1/2006
1733	104416	2,785.25	9/1/2006
1629	103865	4,921.62	9/1/2006
2008	104171	1,914.08	9/1/2006
1877	104172	3,882.00	9/1/2006
1742	103989	2,870.33	9/1/2006
2341	103925	2,575.92	9/1/2006
2128	103990	1,562.85	9/1/2006
2009	104173	1,562.85	9/1/2006
1091	103874	10,712.92	9/1/2006
2114	103991	2,873.62	9/1/2006
2220	104027	1,626.08	9/1/2006
1950	103875	5,379.46	9/1/2006
2096	104174	1,562.85	9/1/2006
1338	104100	3,125.39	9/1/2006
1940	20701	11.88	9/1/2006
1145	104101	3,379.74	9/1/2006

2229	104255	1,249.85	9/1/2006
2418	104347	365.31	9/1/2006
2320	104269	908.09	9/1/2006
1751	103909	3,511.00	9/1/2006
2434	104348	818.56	9/1/2006
1146	104102	1,954.23	9/1/2006
1147	104103	2,501.69	9/1/2006
2393	104349	1,023.20	9/1/2006
1626	104175	3,882.00	9/1/2006
2380	20702	818.56	9/1/2006
1048	104176	3,757.00	9/1/2006
1342	20655	3,115.99	9/1/2006
2060	104350	227.50	9/1/2006
1049	104177	2,437.87	9/1/2006
2235	103910	1,954.23	9/1/2006
1614	103935	2,873.62	9/1/2006
2465	20665	1,621.44	9/1/2006
1964	104104	2,690.85	9/1/2006
1452	103926	3,558.00	9/1/2006
2117	103992	2,575.92	9/1/2006
1938	104351	172.21	9/1/2006
2300	103911	1,954.23	9/1/2006
2295	104352	336.60	9/1/2006
2374	104029	3,738.59	9/1/2006
2307	20645	101.30	8/22/2006
2307	103785	(101.30)	8/18/2006
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2459	20682	818.56	9/1/2006
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2471	20648	1,762.69	9/1/2006
2002	103993	1,914.08	9/1/2006
2249	103994	2,362.69	9/1/2006
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1859	104217	5,884.85	9/1/2006
1959	104178	1,762.69	9/1/2006
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2038	104179	1,626.08	9/1/2006
1152	104106	4,721.62	9/1/2006
1051	104180	2,437.87	9/1/2006
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1000	103927	5,884.85	9/1/2006
1747	104107	2,466.54	9/1/2006
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1851	103995	3,794.02	9/1/2006
1454	103956	2,873.62	9/1/2006
1996	104030	2,362.69	9/1/2006
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2202	104031	2,169.77	9/1/2006

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2085	104270	409.28	9/1/2006
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1707	103928	2,466.54	9/1/2006
2427	104246	237.44	9/1/2006
2074	104110	933.79	9/1/2006
2426	20678	237.44	9/1/2006
2032	103929	2,664.99	9/1/2006
2437	104247	237.44	9/1/2006
2395	104199	2,080.23	9/1/2006
2271	20703	227.50	9/1/2006
2458	104354	972.04	9/1/2006
2291	104248	26.88	9/1/2006
1053	104182	2,263.92	9/1/2006
2400	104355	428.75	9/1/2006
1648	104183	1,874.85	9/1/2006
2257	104271	818.56	9/1/2006
2330	104356	1,004.02	9/1/2006
2446	103997	1,406.35	9/1/2006
1822	104111	1,836.54	9/1/2006
2042	103937	3,843.31	9/1/2006
1157	104112	1,836.54	9/1/2006
1792	104357	102.32	9/1/2006
1581	104113	2,287.76	9/1/2006
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1534	103998	2,362.69	9/1/2006
2408	104358	102.81	9/1/2006
1752	104114	2,556.56	9/1/2006
2267	20705	824.96	9/1/2006
2023	104359	435.60	9/1/2006
2389	104360	818.56	9/1/2006
1932	20662	1,562.85	9/1/2006
2460	20683	818.56	9/1/2006
2339	104184	1,562.85	9/1/2006
2344	20707	1,023.20	9/1/2006
2253	104420	2,557.25	9/1/2006
1412	104361	818.56	9/1/2006
2467	103999	2,362.69	9/1/2006
2359	104362	920.88	9/1/2006
1176	104421	4,997.89	9/1/2006
2388	104363	901.70	9/1/2006
2461	104364	428.47	9/1/2006
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1177	104422	3,148.60	9/1/2006
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1056	104185	2,466.54	9/1/2006
1057	104186	1,836.54	9/1/2006
2211	104000	2,575.92	9/1/2006
2047	104001	5,884.85	9/1/2006
2138	103876	3,231.44	9/1/2006
1414	104423	3,883.39	9/1/2006
1823	20706	35.64	9/1/2006
1182	104424	4,652.99	9/1/2006
1211	104425	4,696.11	9/1/2006
2153	104366	658.45	9/1/2006

1343	104032	2,750.38	9/1/2006
1058	104187	1,954.23	9/1/2006
2425	20666	204.64	9/1/2006
1766	104272	729.03	9/1/2006
2091	104002	2,575.92	9/1/2006
1977	104367	255.80	9/1/2006
2348	104273	818.56	9/1/2006
2191	104188	1,562.85	9/1/2006
1094	104033	4,021.92	9/1/2006
1159	104115	2,080.23	9/1/2006
1545	103877	2,263.92	9/1/2006
1912	104368	689.06	9/1/2006
1729	104116	2,080.23	9/1/2006
2203	104189	3,715.85	9/1/2006
1304	104369	319.75	9/1/2006
1503	104034	2,263.92	9/1/2006
2260	104129	2,276.42	9/1/2006
1205	103957	3,210.08	9/1/2006
1379	20711	1,481.17	9/1/2006
1450	104426	1,481.17	9/1/2006
1381	104427	1,481.17	9/1/2006
1382	104428	1,481.17	9/1/2006
1383	20712	1,481.17	9/1/2006
		1,276,877.55	

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**REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF VICTORVILLE
MAY 2, 2006**

The regular meeting of the City Council of the City of Victorville was called to order by Mayor Rothschild at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Minister Robert Harper of Burning Bush Baptist Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Councilmembers Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager; Carolee Bates, City Clerk; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; and Kevin Collins, Plan Checker.

DEMONSTRATION – CAL ID BOARD – COUNCILMEMBER HUNTER

Victorville Police Captain Taylor demonstrated the Identix Ibis Device. It fingerprints a suspect in the field and reveals the name and photo of that person in a matter of minutes.

Councilmember Hunter reported that the Sheriff's Department had received a 1.9 million dollar COPS Grant through the Federal Government to help defray the costs of these devices and anticipates getting more.

Councilmember Hunter went on to report that he has requested the City Manager and City Engineer to look into the installation of red light signals throughout the City at certain intersections. Mr. Hunter and Mr. McGlade went to the City of Fullerton to inspect and review their system. The citations are sent through the mail. Traffic accidents and red light runners declined and Fullerton feels it has made the public more conscientious of their driving and therefore has been an added benefit for public safety issues.

Councilmember Almond thanked the Sheriff's Department for all their hard work and for their determination to make Victorville a better, safer place to live, work and play.

PUBLIC COMMENT

Consent
#5C-1
09-19-06

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PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

Dee McClure, Construction Liaison for Caltrans, addressed the Council and gave a report on the upcoming Devore 2 Construction Project. Ms. McClure explained the areas affected and the dates and time of day when work would be performed.

Gene Selig, 12991 Grinnell Court, delivered illegally posted signs that he had removed from various locations around town.

Chuck Hanson, 22113 Sioux Road, Apple Valley, reminded the Council that May is National Bike Month and invited the Council and all residents to take the time to ride a bike to work during the week of May 14th through May 19th.

Sonny deRose, P.O. Box 114, Adelanto, addressed the Council regarding the flooding issue on Bear Valley Road. Mr. deRose said he agrees with the red light cameras because the traffic is terrible.

Mayor Rothschild said he will direct Director of Public Information Hester to contact the Daily Press and have them run a story as to what the City is doing about the traffic situation.

Larry Kempton, 15814 Fresno Street, addressed the Council with his concerns about the increase in the number of coyotes mainstreaming into congested areas due to the increase in population and infringement on their territories. Mr. Kempton wanted to know if Fish and Game could be contacted to see if something could be done.

The following people addressed the Council with their concerns about the increase in crime in the Brentwood neighborhood; the shooting at Brentwood Elementary School; code enforcement in regard to rentals and Section 8 housing, lighting in parks, more patrols and their Neighborhood Watch program:

Michelle Medina, 13970 Filly Court
George Sesma, 15080 Filly Lane
Bea Munoz, 14080 Yearling Lane
Stephanie Chavez, 14072 Yearling Lane
Morris E. Bickley, Jr., 14423 Queen Valley

ADDENDUM

PRESENTATION OF RECOMMENDATION TO APPROPRIATE NECESSARY FUNDING TO IMMEDIATELY ADD SIX (6) DEPUTIES, ONE (1) SERGEANT AND TWO (2) DETECTIVES TO THE SAN BERNARDINO COUNTY LAW ENFORCEMENT SERVICES CONTRACT

Councilmember Caldwell explained that the Council hears the testimonials of the people from the Brentwood area and the Council understands their frustrations with the situation.

Councilmember Caldwell recommended that the City Council take immediate action to appropriate the necessary funding to immediately add six (6) deputies, one (1) sergeant and two (2) detectives to the local Victorville Police Department in order to help combat the rising crime issue in the Brentwood area as well as other parts of the City.

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Councilmember Almond also requested that code enforcement take a closer look at reports from citizens concerning the unsightly upkeep of homes that are rented or are Section 8 houses.

Councilmember Hunter concurred with the comments made by Councilmembers Caldwell and Almond.

Mayor Pro Tem Cabriales also concurred and said it is a community problem and the neighborhoods should continue to band together to demonstrate that they will not be intimidated and will not be run out of their homes by criminals.

Mayor Rothschild reported that since last year Victorville has gone from two people on the gang interdiction team to six specialists plus a sergeant. The City is very concerned about the safety of its citizens and will continue to strive to do the best they can.

Victorville Police Captain Taylor reported that staffing for these positions should be accomplished by July 1, 2006. The academy is ready to graduate more officers at the end of June and the Sheriff's employment resources division is ready to staff these positions.

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to approve the \$1.2 million be allocated specifically to the Sheriff's Department budget for six (6) deputies, one (1) sergeant and two (2) detectives; motion carried unanimously.

CONTINUED PUBLIC HEARING

A CONTINUED PUBLIC HEARING TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-018

Assistant City Attorney de Bortnowsky reported that the after much delay the project is ready to go forward.

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-018.

Dougall Agan, Principal with Stirling Capital Investments, gave a Power Point presentation about the 340-acre development within the Master Plan of SCLA. This plan included the following:

- Six million square feet of development
- Approximately \$350 million of private investment
- Phase 1A – 80 acres
 1. 300,000 square feet of multi-tenant industrial
 2. 200,000 – 250,000 square foot cross-dock industrial facility
 3. One million square foot speculative distribution center
- Projected 13,149 new jobs to area

Mr. Agan reported that if this project is approved, ground could be broken within four months and within two or three years all six million feet should be developed.

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Perry Brown, 11870 Pecos Road, Apple Valley; addressed the Board and requested that community benefit language be placed in all contracts so that the labor force from the High Desert would be used instead of workers from out of town or out of State.

There being no further testimony, Mayor Rothschild duly closed the public hearing.

Assistant City Attorney de Bortnowsky added that there were still amendments to be made to the exhibits and the resolution allows for this flexibility. He requested that this be included in the motion to adopt the resolution.

It was moved by Mayor Rothschild, seconded by Councilmember Almond, that Council accept and authorize the execution of the proposed Disposition and Development Agreement subject to minor non-substantive changes by Mr. de Bortnowsky, Mr. Roberts, Mr. Soderquist and Mr. Worsham and adopt Resolution No. 06-018 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND STIRLING CAPITAL INVESTMENTS, LLC

Motion carried unanimously.

PUBLIC HEARINGS

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-055 AND 06-056

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-055 and 06-056.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Mayor Pro Tem Cabriaes, seconded by Councilmember Caldwell, to adopt Resolution Nos. 06-055 and 06-056 entitled:

A. RESOLUTION NO. 06-055 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORTS FILED IN SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

B. RESOLUTION NO. 06-056 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND

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AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 15310 AND 16847

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-057 AND 06-058

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-057 and 06-058.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to adopt Resolution Nos. 06-057 and 06-058 entitled:

A. RESOLUTION NO. 06-057 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

B. RESOLUTION NO., 06-058 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 16847

Motion carried unanimously.

CONSENT CALENDAR

PRESENTATION OF REQUEST TO APPROVE THE CONSENT CALENDAR

Councilmember Almond requested that Item D be removed from the Consent Calendar:

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to approve the remainder of the Consent Calendar as follows:

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- A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 19 IN THE AMOUNT OF \$3,432,683.02 COVERING WARRANT NOS. 572293, 572184, 572855 AND 572980 THROUGH 573507 INCLUSIVE

 - B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 10A FOR PAYROLL PERIOD MARCH 25, 2006 THROUGH APRIL 7, 2006 IN THE AMOUNT OF \$1,095,475.83 COVERING WARRANT NOS. 19806 THROUGH 19864 AND ADVICE NOS. 98583 THROUGH 99093 INCLUSIVE

 - C. PRESENTATION OF REQUEST TO ACCEPT THE FOLLOWING STAFF REPORTS:
 - 1. BUILDING AND SAFETY DEPARTMENT – MARCH 2006
 - 2. COMMUNITY SERVICES DEPARTMENT – MARCH 2006
 - 3. PUBLIC WORKS DEPARTMENT – MARCH 2006

 - E. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO DELL COMPUTER CORPORATION FOR THE PURCHASE OF PEOPLESOFT FINANCIALS DATABASE SERVER TO COVER REPLACEMENT SERVER IN THE AMOUNT OF \$25,629.21

 - F. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO RDO EQUIPMENT FOR THE PIGGYBACK PURCHASE OF ONE (1) JOHN DEERE (JD) BACKHOE IN THE AMOUNT OF \$87,816.25

 - G. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO GREENFIELD COMPRESSION, INC., FOR THE PURCHASE OF CNG COMPRESSOR (SOLE SOURCE) IN THE AMOUNT OF \$56,460.79

 - H. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO F.E.C. ELECTRIC FOR FURNISHING, DELIVERING AND INSTALLING THE DORIS DAVIES PARK PARKING & SECURITY LIGHTING IN THE AMOUNT OF \$119,373.00

 - I. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO GREINER BUICK-PONTIAC-GMC TO FURNISH AND DELIVER ONE (1) NEW ANIMAL CONTROL VEHICLE IN THE AMOUNT OF \$43,431.73

 - J. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO NIXON-EGLI EQUIPMENT FOR THE PIGGYBACK PURCHASE OF ONE (1) LEEBOY 8515 ASPHALT PAVER IN THE AMOUNT OF \$121,297.39

 - K. PRESENTATION OF REQUEST TO APPROVE NOTICE OF COMPLETION OF HANGAR 756 ENVIRONMENTAL AND SAFETY IMPROVEMENTS PROJECT
-

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- L. PRESENTATION OF REQUEST TO APPROVE FINAL MAP FOR TRACT 15503
- DR HORTON HOMES

Motion carried unanimously.

CONSENT CALENDAR ITEM D - PRESENTATION OF ORDINANCE NO. 2147
FOR SECOND READING AND ADOPTION BY CITY COUNCIL - AN
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
ADDING SECTION 12.28.250 "COMMERCIAL VEHICLE PARKING" TO THE
VICTORVILLE MUNICIPAL CODE

Councilmember Almond explained that she had been contacted by several concerned citizens in regard to the parking of vehicles, specifically trucks within certain areas and on certain streets. The people owning these trucks explained they have nowhere to park their rigs while at home and requested that the Council further review the situation before adopting this ordinance.

Discussion ensued in regard to how this situation could be resolved for not only the semi-trucks but also motor homes and how the safety of the public is placed at risk when these vehicles park on side streets and block the view.

The following people addressed the Council and expressed their concern and offered suggestions on this issue:

Norm Miller – representing the Golden Triangle Ad Hoc Committee
Larry Kempton – 15814 Fresno Street
Vic Rogers – Brentwood area, Victorville

Council and staff discussed several suggestions as to where the rigs might park and if the ordinance should include motor homes as well. City Engineer McGlade provided insight as to which streets were designed for high weight vehicles and which streets weren't. It was suggested that this ordinance go back to staff for further review.

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to deny Ordinance No. 2147 with referral to staff and the Traffic Advisory Committee for further review and possible modification to provide for a City-owned Park and Ride; item to be considered by Council within the next 60 days or the first regular meeting in July; motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF OPTION FOR NATURAL GAS SERVICE AT SCLA AND FOR COUNCIL
TO PROVIDE DIRECTION REGARDING NATURAL GAS SERVICE

At the request of staff, this item was continued to the May 16, 2006 Council meeting.

PRESENTATION OF REQUEST TO AWARD A SERVICE PROVIDER AGREEMENT TO
PARSONS BRINCKERHOFF QUADE AND DOUGLAS, INC. FOR THE PLANS,
SPECIFICATIONS AND ESTIMATES PHASE SERVICES FOR THE LA MESA ROAD /
NISQUALLI ROAD / I-15 INTERCHANGE IN AN AMOUNT NOT TO EXCEED \$3,175,000.00
AND TO APPROPRIATE ADDITIONAL FUNDS

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It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to award an agreement with Parsons Brinckerhoff Quade and Douglas, Inc. and to appropriate additional funds; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO EARTH TECH, INC. FOR THE SEWER MASTER PLAN AND COLLECTION SYSTEM AND COLLECTION SYSTEM MODEL IN THE AMOUNT OF \$411,688.00 AND TO APPROPRIATE ADDITIONAL FUNDS FROM THE SANITARY DISTRICT FUNDS IN THE AMOUNT OF \$203,000.00

It was moved by Councilmember Hunter, seconded by Mayor Pro Tem Cabriales, to award a contract to Earth Tech, Inc. and appropriate additional funds; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE THE UPDATED COMMUNITY SERVICES MASTER PLAN FOR PARKS AND FACILITIES

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to approve the updated Community Services Master Plan; motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-075

It was moved by Councilmember Caldwell, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-075 entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADOPTING CITY OF VICTORVILLE GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS AND ASSESSMENT DISTRICTS (REVISED MAY 2, 2006)

Motion carried unanimously.

COUNCIL REPORTS

PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

There were no reports from Council Members.

ADJOURNMENT

There being no further business to come before the Council, Mayor Rothschild duly adjourned the meeting at 8:45 p.m.

ATTEST:

MAYOR OF THE CITY OF VICTORVILLE

CITY CLERK

**REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF VICTORVILLE
MAY 16, 2006**

The regular meeting of the City Council of the City of Victorville was called to order by Mayor Rothschild at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor Dane Davis from the First Christian Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Councilmembers Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager; Marcie Wolters, Deputy City Clerk; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PRESENTATIONS

PRESENTATION OF AWARDS FROM THE CALIFORNIA ASSOCIATION OF LOCAL ECONOMIC DEVELOPERS AND CORENET GLOBAL SUMMIT TO VICTORVILLE REDEVELOPMENT AGENCY

Collette Hanna, Business Development Manager, Economic Development Department, reported that the Victorville Redevelopment Agency had received awards from Corenet, a nationwide organization, and CalEd, California Association of Local Economic Developers, a statewide organization, for the outstanding job done in developing Foxborough Industrial Park.

PROCLAMATION – MAY 21, 2006 – MAY 27, 2006 DECLARED “NATIONAL PUBLIC WORKS WEEK”

Mayor Rothschild presented the proclamation for “National Public Works Week” to the following Public Works Department representatives: Georgia Graham, Rosemary Machorro, Robert Manriquez, Manny Roybal and Arnold Smith.

Consent
#5C-2
09-19-06

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PROCLAMATION – 75TH ANNIVERSARY OF THE VISITING NURSE ASSOCIATION OF THE INLAND COUNTIES

Mayor Rothschild presented the proclamation commemorating the 75th Anniversary of the Visiting Nurse Association of the Inland Counties to Rebecca Kosko, Director of Home Health, and Kris Wernegreen, the Community Liaison.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

Carolyn Hodgson, 12751 Mariposa Rd. #37 and Carol Benedict, 12751 Mariposa Rd. #9, both addressed the Council regarding their concerns about the coyotes coming into the area as a result of all the growth. They are afraid the children waiting for the school bus might be injured and small animals in the area are being attacked and killed. They requested help from the City in addressing this problem.

Steve Potter, 13451 Desert Primrose Lane, addressed the Council on behalf of his neighbors regarding a violent homeowner, Mr. Al Smith, and his family that lives on their block. Mr. Potter reported that the man has been physically and verbally abusive to the neighbors and has made terrorist threats against the neighbors and people walking past his house.

Perry Highfill, one of Mr. Potter's neighbors, related to the Council that on the previous Saturday night, one of Mr. Smith's sons hit one of the neighbors with a baseball bat. They broke out windows and beat on neighbors' cars. The police arrived but the problem continues on.

Angel Hull, 13438 Desert Primrose Lane, told the Council that she is a single parent with three children and lives next door to the Smiths. Ms. Hull said that she lives in constant fear of retaliation from having the police come out.

Mayor Rothschild asked the neighbors to sign their names and provide their phone numbers. City Manager Roberts said that Captain Taylor would speak with Mr. Potter and the neighbors in the lobby.

Michelle Medina, 13970 Filly Court; addressed the Council and requested an update on the ordinance that was adopted pertaining to rentals. Ms. Medina had supplied the Council with pictures of a rental in the Brentwood area and noted that nothing had been done thus far about the mess.

Diana Sesma, 15080 Filly Lane; reported to the Council that she was the assistant captain to her Neighborhood Watch Program in the Brentwood area. Ms. Sesma reported that they have not been successful in having better communication with the Sheriff's Department. They had detained six juveniles who had been causing a problem and it took six phone calls and over two hours before a Sheriff's Deputy arrived. The Deputy said that dispatch had not informed him that juveniles were being

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detained. City Manager Roberts asked Ms. Sesma to contact him with the exact details, times of calls and people spoken to and it would be investigated.

Christina Kwasnicke, 15124 Stable Lane, addressed the Council in regard to the speed zones in her Brentwood neighborhood. Ms. Kwasnicke said that her street is a main street near the elementary school and people speed down the street. She asked Council to inquire if speed bumps or something similar could be constructed before a child is killed.

Gene Selig, 12991 Grinnell Court; reported to Council that he had delivered 128 illegally posted signs to Code Enforcement Officer Duran. Mr. Selig also reported that Officer Duran had contacted one of the worst offenders and their signs should be down by the next day.

Morris Bickley, Jr. 14423 Queen Valley, addressed the Council regarding the same issues as Ms. Medina and also the influx of gangs in the Brentwood area. Mr. Bickley thanked the Council and the Sheriff's Department for the additional officers patrolling the area and for their words of concern for his safety since taking the stance against the gangs. Mr. Bickley professed his determination to not be driven out of his home and he would continue to stand up and speak out against gangs.

PUBLIC HEARINGS

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-095 – ADOPTING ANNUAL BUDGET FOR 2006-2007

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-095.

There was no public testimony and the public hearing was subsequently continued to the June 6, 2006 meeting at the request of staff.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2148

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the introduction of Ordinance No. 2148.

There being no public testimony, Mayor Rothschild duly closed the public hearing and Deputy City Clerk Wolters read the title of Ordinance No. 2148 as follows:

AN ORDINANCE OF THE CITY OF VICTORVILLE AMENDING CHAPTER 5.08 OF THE VICTORVILLE MUNICIPAL CODE ENTITLED "VEHICLES FOR HIRE"

It was moved by Councilmember Almond, seconded by Mayor Rothschild, to waive further reading of Ordinance No. 2148; motion carried unanimously.

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It was moved by Councilmember Almond, seconded by Councilmember Hunter, to introduce Ordinance No. 2148; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2149

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the introduction of Ordinance No. 2149.

There being no public testimony, Mayor Rothschild duly closed the public hearing and Deputy City Clerk Wolters read the title of Ordinance No. 2149 as follows:

AN ORDINANCE OF THE CITY OF VICTORVILLE ADDING CHAPTER 5.10 ENTITLED, "NON-EMERGENCY MEDICAL TRANSPORTATION VEHICLES" TO THE VICTORVILLE MUNICIPAL CODE

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to waive further reading of Ordinance No. 2149; motion carried unanimously.

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to introduce Ordinance No. 2149; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-094

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-094.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to adopt Resolution No. 06-094 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING THE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY GRANTED TO TIMMY MAZDIROSSIAN DBA YELLOW AND BELL CAB

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-077 AND THE INTRODUCTION OF ORDINANCE NO. 2150

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-077 and the introduction of Ordinance No. 2150.

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There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to adopt Resolution No. 06-077 entitled:

A. RESOLUTION NO. 06-077 ENTITLED:

RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND CITY COUNCIL CITY OF VICTORVILLE

Motion carried unanimously.

Deputy City Clerk Wolters read the title of Ordinance No. 2150 as follows:

B. ORDINANCE NO. 2150 ENTITLED:

AN ORDINANCE OF THE CITY OF VICTORVILLE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF VICTORVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to waive further reading of Ordinance No. 2150; motion carried unanimously.

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to introduce Ordinance No. 2150; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE EXTENSION OF INTERIM ZONING ORDINANCE NO. 2145 FOR THE FULL PERIOD OF 22 MONTHS AND 15 DAYS TO ENABLE THE PREPARATION OF A SPECIFIC PLAN FOR THE AREA KNOWN AS THE "NORTHERN TRIANGLE"

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Interim Zoning Ordinance No. 2145.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to approve the extension of Interim Zoning Ordinance No. 2145; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-064 AND 06-065

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Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-064 and 06-065.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Almond, seconded by Councilmember Caldwell, to adopt Resolution No. 06-064 entitled:

A. RESOLUTION NO. 06-064 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORTS FILED IN SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

Motion carried unanimously.

It was moved by Councilmember Almond, seconded by Councilmember Caldwell, to adopt Resolution No. 06-065 entitled:

B. RESOLUTION NO. 06-065 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT No. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 17199

Motion carried unanimously.

CONSENT CALENDAR

PRESENTATION OF REQUEST TO APPROVE THE CONSENT CALENDAR

It was moved by Councilmember Almond, seconded by Councilmember Caldwell, to approve the consent calendar as follows:

- A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 20 IN THE AMOUNT OF \$10,214,920.16 COVERING WARRANT NOS. 564769, 564770, 564779, 564781, 564829, 564856, 564873, 564885, 564928, 565450, 572210, 563632, 564427,**

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564581, 564603, 564613, 564614, 564624, 564631, 564648, 564678, 564690, 564700, 564707, 564721, 564737, 564748, 564752, 564754, 564761, 564783, 564785, 564790, 564822, 564828, 571425, 571940 AND 573508 THROUGH 573982 INCLUSIVE

- B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 10B FOR PAYROLL PERIOD APRIL 8, 2006 THROUGH APRIL 21, 2006 IN THE AMOUNT OF \$1,120,731.35 COVERING WARRANT NOS. 19865 THROUGH 19924 AND ADVICE NOS. 99094 THROUGH 99606 INCLUSIVE. ALSO COVERING VOID OF WARRANT NOS. 18164, 18422, 18425, 18428, 19449, 18516, 19085, 19753 AND 19850
- C. PRESENTATION OF REQUEST TO ACCEPT THE FOLLOWING STAFF REPORTS:
 - 1. BUILDING AND SAFETY DEPARTMENT – APRIL 2006
 - 2. VICTORVILLE POLICE DEPARTMENT – MARCH 2006
 - 3. CITY OF VICTORVILLE'S QUARTERLY TREASURER'S REPORT
- D. PRESENTATION OF REQUEST TO AUTHORIZE BY MINUTE ACTION THE FILING OF LTF ARTICLE 8a CLAIM FORM
- E. PRESENTATION OF REQUEST TO RELEASE THE MONUMENTATION BOND FOR TRACT 16138-4 – FORECAST HOMES
- F. PRESENTATION OF REQUEST TO RELEASE 20% OF SEWER AND STREET BONDS FOR TRACT 16283 – COVENANT HOMES
- G. PRESENTATION OF REQUEST TO RELEASE 80% OF SEWER BOND FOR TRACT 16244-1 – PORTRAIT HOMES
- H. PRESENTATION OF REQUEST TO RELEASE 80% OF CHANNEL IMPROVEMENT BOND FOR TRACT 16247-6 – COVENANT HOMES
- I. PRESENTATION OF REQUEST TO RELEASE 30% OF FAITHFUL PERFORMANCE BONDS FOR TRACTS 15186, 15186-6 & 15186-7 – CENTURY VINTAGE HOMES
- J. PRESENTATION OF REQUEST TO APPROVE FINAL MAP FOR TRACT 16888 – EMPIRE HOMES
- K. PRESENTATION OF REQUEST TO APPROVE FINAL MAP FOR TRACT 16889 – EMPIRE HOMES

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF OPTIONS FOR NATURAL GAS SERVICE AT SCLA AND REQUEST FROM COUNCIL TO PROVIDE DIRECTION

Deputy City Manager Robertson gave a brief Power Point presentation explaining the options before the Council in regard to Southwest Gas providing gas at SCLA or the City providing it through their own Municipal Utility System.

Luis Frisby of Southwest Gas addressed the Council in regards to this item and answered their questions.

It was the consensus of the City Council to continue this item to the June 6, 2006 meeting.

PRESENTATION OF REQUEST TO APPROVE THE RECOMMENDATION TO SUPPORT THE ADOPTION OF ORBIS INTERNATIONAL AS THE CITY OF VICTORVILLE'S GLOBAL CHARITY DEDICATED TO RESTORING SIGHT AND ELIMINATING UNNECESSARY BLINDNESS WORLDWIDE

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to adopt ORBIS International as the City of Victorville's Global Charity; motion carried unanimously.

PRESENTATION OF REQUEST FOR COUNCIL TO WITHDRAW THE AGREEMENT WITH THE SAN BERNARDINO COUNTY LIBRARY SYSTEM AND BEGIN OPERATION AS A CITY LIBRARY ON JULY 1, 2006

It was moved by Councilmember Hunter, seconded by Councilmember Caldwell, to withdraw the agreement with the San Bernardino County Library System and begin operation as a City Library on July 1, 2006 and to include the ability to make non-substantive changes to the agreement if needed; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE A TWO-YEAR AUTOMATION AGREEMENT WITH THE SAN BERNARDINO COUNTY LIBRARY SYSTEM

It was moved by Councilmember Hunter seconded by Councilmember Caldwell, to approve a two-year Automation Agreement with the San Bernardino County Library System and to include the ability to make non-substantive changes to the agreement, if needed; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE A TEMPORARY OPERATIONS AGREEMENT WITH THE SAN BERNARDINO COUNTY LIBRARY SYSTEM

It was moved by Councilmember Hunter, seconded by Councilmember Caldwell, to approve a temporary Operations Agreement with the San Bernardino County Library System and to include the ability to make non-substantive changes to the agreement, if needed; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO ANTELOPE VALLEY TURF SUPPLY FOR THE RAINBIRD GOLF IRRIGATION SYSTEM AT THE GREEN TREE GOLF COURSE IN THE AMOUNT OF \$902,765.73

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It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to award a contract to Antelope Valley Turf Supply; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO KEY TURF CONSTRUCTION FOR THE INSTALLATION OF GREEN TREE GOLF COURSE IRRIGATION SYSTEM IN THE AMOUNT OF \$1,400,000.00

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to award a contract to Key Turf Construction; motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NOS. 06-096, 06-097 AND 06-098

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to adopt Resolution No. 06-096 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING TRAFFIC REGULATIONS ON CERTAIN STREETS WITHIN THE CITY BY ESTABLISHING STOP SIGNS AGAINST TRAFFIC ON CERTAIN STREETS IN THE CITY OF VICTORVILLE

Motion carried unanimously.

The following people spoke in support of adopting Resolution No. 06-097:

Lisa Marie Garcia, 12532 Versaille St.
Vienna Aquilar, 13687 Princeton Drive
Susan Luna, 12472 Low Pinos St.
Mr. and Mrs. Guillermo Hernandez, 12484 Los Pinos St.
Debbie French, Principal of Morgan-Kincaid Elementary School
Simone Banister, Morgan-Kincaid Executive Committee

City Manager Roberts explained to the concerned citizens that the stop signs and the crosswalk would be installed by the end of the week, but the speed zones are regulated by the State and that would take some time as it has to be processed through the proper channels.

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to adopt Resolution No. 06-097 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING TRAFFIC REGULATIONS ON LUNA ROAD WITHIN THE CITY BY INSTALLING A CROSSWALK AT THE INTERSECTION OF MESA LINDA AVENUE AND LUNA ROAD

Motion carried unanimously.

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It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to adopt Resolution No. 06-098 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ESTABLISHING A NO STOPPING, STANDING OR PARKING ZONE ON CERTAIN STREETS WITHIN THE CITY OF VICTORVILLE

Motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-100

It was moved by Councilmember Almond, seconded by Councilmember Hunter, to adopt Resolution No. 06-100 entitled:

A RESOLUTION OF APPLICATION BY THE CITY COUNCIL OF THE CITY OF VICTORVILLE REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO CONSIDER A SPHERE OF INFLUENCE AMENDMENT TO CONSOLIDATE THE SPHERE OF INFLUENCE OF THE BALDY MESA WATER DISTRICT AND THE SPHERE OF INFLUENCE OF THE VICTOR VALLEY WATER DISTRICT

Motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO POWER MANAGEMENT, INC., GOLETA, CA TO COMPLETE A TOP-END OVERHAUL ON THE DEUTZ 620 ENGINE IN THE AMOUNT OF \$85,340.00 AND APPROVE ADDITIONAL APPROPRIATIONS ACCORDINGLY

It was moved by Councilmember Hunter, seconded by Mayor Pro Tem Cabriales, to award a contract to Power Management, Inc. and to appropriate additional funds; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO SULLY MILLER CONTRACTING COMPANY FOR PALMDALE ROAD (HWY. 18) AND AMETHYST ROAD STREET IMPROVEMENT AND TRAFFIC SIGNAL INSTALLATION PROJECT FOR THE BID PRICE OF \$496,555.00 AND TO APPROPRIATE ADDITIONAL FUNDING IN THE AMOUNT OF \$260,000.00

It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to award a contract to Sully Miller Contracting Company and to appropriate additional funds; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A PROFESSIONAL SERVICES CONTRACT TO RBF CONSULTING, INC. FOR THE SCLA WATER SYSTEM EVALUATION IN THE AMOUNT OF \$267,923.00

At the request of staff this item was continued to June 6, 2006.

PRESENTATION OF REQUEST TO APPROVE THE CONSTRUCTION AGREEMENT BETWEEN THE CITY OF VICTORVILLE AND THE STATE OF CALIFORNIA FOR

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THE MOJAVE DRIVE / I-15 INTERCHANGE IMPROVEMENTS AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

It was moved by Councilmember Hunter, seconded by Mayor Pro Tem Cabriales, to approve the construction agreement between the City of Victorville and the State of California for the Mojave Drive / I-15 Interchange improvements; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARTER & BURGESS, INC. FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO OPERATIONS AND GENERAL DEVELOPMENT FOR VARIOUS MUNICIPAL UTILITY INFRASTRUCTURE PROJECTS

It was moved by Councilmember Caldwell, seconded by Councilmember Almond, to approve the addendum to the Professional Services Agreement with Carter & Burgess, Inc.; motion carried unanimously.

PRESENTATION OF REQUEST TO CONSIDER AMENDING SECTION 2.22.140 OF THE VICTORVILLE MUNICIPAL CODE

Councilmember Almond explained why she requested this item be placed on the agenda. Ms. Almond agrees that Council should not converse with any employee during the negotiation process for their employer/employee contract, but has no problem with talking with employees for other reasons. Ms. Almond asked what taking disciplinary action or penalties against employees meant.

Roger Crawford of Best, Best & Krieger gave an explanation as to what disciplinary action entailed. Mr. Crawford said it would depend on the seriousness of the conduct in question.

Mayor Pro Tem Cabriales stated any organization needs discipline and a chain of command in order to function. Mayor Pro Tem Cabriales further explained that he talks with the firefighters all the time, but those conversations do not include contract negotiations, grievances or personnel matters. This ordinance would not prohibit normal everyday conversations with employees.

Marty Brown, a Victorville Professional Fire Fighter, said that firefighters understand the chain of command and have been following those procedures, but feel the ordinance is unduly restrictive in that they cannot approach their elected public officials and this restricts their First Amendment right of freedom of speech. Mr. Brown asked Council to consider amending Section 2.22.140 of the Victorville Municipal Code.

After comments and discussion from the Councilmembers, the Assistant City Attorney and the City Manager, Councilmembers determined that they did not believe the current Municipal Code infringed on any employees' or firefighters' rights to openly speak with a Councilmember or the City Manager unless it was concerning contract negotiations. No action was taken on this item.

CITY COUNCIL MINUTES

May 16, 2006

Page 12 of 13

PRESENTATION OF REQUEST TO DENY CLAIM AGAINST THE CITY NO. 06-05
(ANDREW ESPINOLA)

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to deny the claim against the City No. 06-05 with referral back to staff; motion carried unanimously.

COUNCIL REPORTS

PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

Councilmember Hunter reported that he had asked the City Manager and the City Attorney to look into what the City can do to require that all homeowners have their front landscaping cared for in such a manner as to be presentable for the neighborhood. There are too many old and new homes that have neglected their front yards and it lowers the value of the other homes in the neighborhood as well as their own.

Councilmember Caldwell inquired about the status of the gang injunction. Assistant City Attorney de Bortnowsky responded that a report should be ready within the next few weeks. The City is working with the Police Department in compiling all the information.

Mayor Pro Tem Cabriales thanked the City Council, the Public Works Department and the Fire Department for supporting the Cinco de Mayo Event held at Victor Valley College.

URGENCY ITEM

URGENCY ITEM – CLOSED SESSION

It was moved by Mayor Rothschild, seconded by Councilmember Caldwell, to add a closed session item to the agenda regarding litigation settlement pursuant to Government Code Section 54954.6 based upon the fact that the matter arose after the posting of the agenda and that there is a need to take immediate action pursuant to Government Code Section 54954.2(b)(2); motion carried unanimously.

RECESS TO CLOSED SESSION/ADJOURNMENT

There being no further business to come before the City Council, Mayor Rothschild duly recessed the meeting to closed session to discuss the following items, announced that no reportable action was anticipated to be taken and that the meeting would stand adjourned at 9:18 p.m.:

CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION
54956.9 (b)(1)

CONFERENCE WITH LEGAL COUNSEL: POTENTIAL SETTLEMENT
OF LITIGATION

CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (B)

CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
TWO POTENTIAL CASES

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

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**REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF VICTORVILLE
JUNE 6, 2006**

The regular meeting of the City Council of the City of Victorville was called to order by Mayor Rothschild at 7 p.m. in the Boardroom of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor William Cole from the Christian Covenant Church followed by the Pledge of Allegiance to the flag of our country led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Councilmembers Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager; Carolee Bates, City Clerk; John Becker, Fire Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Chris Borchert, Senior Planner; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Victorville Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

Gene Selig, 12991 Grinnell Court, delivered illegally posted signs to the Council.

Dorothy Miller, 11851 Demron Road, Golden Triangle area, addressed Councilmembers Cabriales, Caldwell, Hunter and Rothschild and City Manager Roberts regarding various City projects and issues.

Morris Bickley, Jr., 14423 Queen Valley, suggested to the Council ways in which to hire more police and encouraged the Council and the community to continue working towards revitalizing Old Town.

Consent
#5C-3
09-19-06

Michelle Medina, Brentwood area resident, commented on the recent newspaper articles regarding Section 8 housing and the work being done to improve her neighborhood. She also provided a list of 300 houses to the Council that are currently rented and/or are Section 8 and need to be addressed.

PUBLIC HEARINGS

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-095 – ADOPTING ANNUAL BUDGET FOR 2006-2007

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-095.

This item was continued to June 20, 2006.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-099

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-099.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-099 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE FINDING AND DECLARING THAT THE PUBLIC CONVENIENCE AND NECESSITY JUSTIFY AND REQUIRE THE GRANTING OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO AKELE FESEHA AND KIRUBEL MAMO DBA VICTORY MED-TRANS

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2151

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the introduction of Ordinance No. 2151.

There being no public testimony, Mayor Rothschild duly closed the public hearing and City Clerk Bates read the title of Ordinance No. 2151 as follows:

AN ORDINANCE OF THE CITY OF VICTORVILLE ESTABLISHING SPEED ZONES UPON CERTAIN STREETS IN SAID CITY AND AMENDING SECTION

12.20.020 OF THE VICTORVILLE MUNICIPAL CODE, ENTITLED "DECREASE OF STATE LAW MAXIMUM SPEED ON VARIOUS STREETS"

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to waive further reading of Ordinance No. 2151; motion carried unanimously.

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to introduce Ordinance No. 2151; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-067 AND 06-068

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-067 and 06-068.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to adopt Resolution No. 06-067 entitled:

A. RESOLUTION NO. 06-067:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

Motion carried unanimously.

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to adopt Resolution No. 06-068 entitled:

B. RESOLUTION NO. 06-068:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 14863 AND 15219

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NOS. 06-071 AND 06-072

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-071 and 06-072.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to adopt Resolution No. 06-071 entitled:

A. RESOLUTION NO. 06-071:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

Motion carried unanimously.

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to adopt Resolution No. 06-072 entitled:

B. RESOLUTION NO. 06-072:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 16861, 17090 AND 17157

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NOS. 06-073 AND 06-074

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-073 and 06-074.

There being no public testimony, Mayor Rothschild duly closed the public hearing.

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-073 entitled:

A. RESOLUTION NO. 06-073:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

Motion carried unanimously.

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-074 entitled:

B. RESOLUTION NO. 06-074:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 17157

Motion carried unanimously.

CONSENT CALENDAR

PRESENTATION OF REQUEST TO APPROVE THE CONSENT CALENDAR

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to approve the consent calendar as follows:

- A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 21 IN THE AMOUNT OF \$7,957,054.93 COVERING WARRANT NOS. 564863, 564890, 564900, 564907, 564913, 564958, 570775, 572475, 573470, 558624, 564964, 565326, 573666, 573940, 572918, 573077 AND 573983 THROUGH 574915 INCLUSIVE**
-

- B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 11A FOR PAYROLL PERIOD APRIL 22, 2006 THROUGH MAY 5, 2006 IN THE AMOUNT OF \$1,151,460.48 COVERING WARRANT NOS. 19925 THROUGH 19984 AND ADVICE NOS. 99607 THROUGH 100122 INCLUSIVE. ALSO COVERING VOID OF WARRANT NOS. 18429, 18926 AND 19022

 - C. PRESENTATION OF REQUEST TO APPROVE MINUTES FROM THE FOLLOWING MEETINGS:
 - 1. SPECIAL MEETING HELD FEBRUARY 21, 2006
 - 2. REGULAR MEETING HELD FEBRUARY 21, 2006
 - 3. SPECIAL JOINT MEETING WITH SCLAA HELD FEB. 28, 2006
 - 4. REGULAR MEETING HELD MARCH 7, 2006
 - 5. SPECIAL MEETING HELD MARCH 21, 2006

 - D. PRESENTATION OF REQUEST TO ACCEPT THE FOLLOWING STAFF REPORTS:
 - 1. PUBLIC WORKS DEPARTMENT – APRIL 2006
 - 2. PLANNING DEPARTMENT – APRIL 2006
 - 3. COMMUNITY SERVICES DEPARTMENT – APRIL 2006

 - E. PRESENTATION OF REQUEST TO DIRECT THE CITY CLERK TO CONDUCT A REVIEW OF THE CONFLICT OF INTEREST CODES FOR THE CITY OF VICTORVILLE, SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND THE VICTORVILLE REDEVELOPMENT AGENCY TO DETERMINE IF ANY CHANGES ARE NECESSARY

 - F. PRESENTATION OF ORDINANCES FOR SECOND READING AND ADOPTION BY CITY COUNCIL
 - 1. ORDINANCE NO. 2148 ENTITLED:

AN ORDINANCE OF THE CITY OF VICTORVILLE AMENDING CHAPTER 5.08 OF THE VICTORVILLE MUNICIPAL CODE ENTITLED "VEHICLES FOR HIRE"

 - 2. ORDINANCE NO. 2149 ENTITLED:

AN ORDINANCE OF THE CITY OF VICTORVILLE ADDING CHAPTER 5.10 ENTITLED, "NON-EMERGENCY MEDICAL TRANSPORTATION VEHICLES" TO THE VICTORVILLE MUNICIPAL CODE
-

3. ORDINANCE NO. 2150 ENTITLED:
AN ORDINANCE OF THE CITY OF VICTORVILLE AUTHORIZING AN
AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF
THE CITY OF VICTORVILLE AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

G. PRESENTATION OF REQUEST TO ADOPT THE REVISED
RESOLUTION NOS. 05-050, 05-051, 05-052 AND 05-053

1. REVISED RESOLUTION NO. 05-050 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE PROPOSING FORMATION OF LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT NO. 6 AN ASSESSMENT
DISTRICT UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

2. REVISED RESOLUTION NO. 05-051 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN
SUPPORT OF THE FORMATION OF THE LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 6, AN ASSESSMENT DISTRICT
PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND
LIGHTING ACT OF 1972

3. REVISED RESOLUTION NO. 05-052 ENTITLED:

A RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE TO FORM LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT NO. 6, AN ASSESSMENT DISTRICT UNDER THE
LANDSCAPING AND LIGHTING ACT OF 1972 AND TO LEVY AND
COLLECT ASSESSMENTS FROM SAID DISTRICT IN ORDER TO
CREATE A REVENUE SOURCE TO FUND THE ONGOING
MAINTENANCE OF LANDSCAPE AND IRRIGATION REQUIRED BY
THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION
OF APPROVAL OF TRACT NUMBERS 15598 AND 18218 (FORMERLY
16174)

4. REVISED RESOLUTION NO. 05-053 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE
ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE
LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE

LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 15598 AND 18218 (FORMERLY 16174)

- H. PRESENTATION OF REQUEST TO AWARD A PRORATED ANNUAL RENEWAL TO ORACLE/PEOPLESFT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$29,396.75
- I. PRESENTATION OF REQUEST FOR COUNCIL TO AUTHORIZE THE CITY ENGINEER TO APPROVE CERTIFICATE OF COMPLIANCE REQUESTS ADMINISTRATIVELY IN COMPLIANCE WITH THE SUBDIVISION MAP ACT
- J. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-101 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING THE VACATION (ABANDONMENT) OF A GRANT OF EASEMENT FOR SEWER PURPOSES, INSTRUMENT NO. 91-411199 O.R., RECORDED OCTOBER 28, 1991
- K. PRESENTATION OF REQUEST TO RELEASE 80% OF STREET, STORM DRAIN AND SEWER BONDS FOR TRACT 16590 – TANAMERA HOMES
- L. PRESENTATION OF REQUEST TO APPROVE FINAL MAP FOR TRACT 16496 – RYLAND HOMES

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST FOR CITY COUNCIL TO EXERCISE THEIR RIGHT TO REJECT ALL BIDS FOR THE SYCAMORE STREET SIDEWALK PROJECT AND AUTHORIZE STAFF TO MODIFY THE CURRENT DESIGN AND RE-ADVERTISE THE PROJECT

City Engineer McGlade explained that of the seven contractors attending the pre-bid meeting for this project, only one bid was received and the cost was too high; therefore, the City staff is going to re-evaluate the project and resend it out to bid. Every effort will be made to complete this project or at least have it under way before school begins.

Mr. and Mrs. Miller, Golden Triangle Ad Hoc Committee, addressed the Council and expressed their disappointment with the continuous delays on this project.

It was moved by Councilmember Caldwell, seconded by Mayor Pro Tem Cabriales, to reject the one bid for the Sycamore Street Sidewalk Project; motion carried unanimously.

Councilmember Caldwell requested that staff explore the possibility of the City forces constructing the project.

PRESENTATION OF REQUEST TO APPROVE THE INITIATION OF A PURCHASE ORDER FOR ENGINEERING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES PROVIDED BY CARTER & BURGESS, INC. SUBJECT TO THE ADDITIONAL FINANCING PROPOSED FOR THE FOXBOROUGH COGENERATION FACILITY

At the request of staff, this item was removed from the agenda.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO RSE SIERRA SWITCHGEAR & TRANSFORMER SERVICE, INC., ANAHEIM, CA FOR THE PIGGYBACK PURCHASE OF ELECTRICAL SWITCHGEAR WITH ASSOCIATED TRAINING AND AN ADDITIONAL APPROPRIATION OF \$150,770.45 FROM SCLA SERIES 2005 A BOND PROCEEDS

It was moved by Councilmember Caldwell, seconded by Mayor Pro Tem Cabriales, to award a contract to RSE Sierra Switchgear & Transformer Service, Inc.; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO INDEPENDENT POWER SYSTEMS, WESTMINSTER, CA FOR THE PIGGYBACK PURCHASE OF TWO (2) MEDIUM VOLTAGE TRANSFORMERS AND AN ADDITIONAL APPROPRIATION OF \$47,071.68 FROM SCLA SERIES 2005 A BOND PROCEEDS

It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to award a contract to Independent Power Systems; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE AN INCREASE TO THE CONTRACT WITH LANDS ENERGY CONSULTING, SEATTLE, WA FOR PROFESSIONAL SERVICES RELATED TO THE NATURAL GAS SYSTEM AT SCLA IN THE AMOUNT OF \$43,445.00

It was moved by Councilmember Almond, seconded by Councilmember Hunter, to approve an increase to the contract with Lands Energy Consulting; motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-102

At the request of staff, this item was removed from the agenda.

PRESENTATION OF REQUEST TO CONSIDER AND APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VICTORVILLE, DESERTXPRESS ENTERPRISES, LLC, TRANSIT REAL ESTATE DEVELOPMENT, LLC AND THE INLAND GROUP, INC.

It was moved by Councilmember Almond, seconded by Councilmember Caldwell, to approve a Memorandum of Understanding between the City of Victorville and DesertXpress Enterprises, LLC; Transit Real Estate Development, LLC; and the Inland Group, Inc.; motion carried unanimously.

COUNCIL REPORTS

PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

Mayor Pro Tem Cabriales commended the people in the community working very hard in conjunction with the Police Department and the City to improve their neighborhoods.

Councilmember Caldwell reported on a meeting that he and City Manager Roberts, attended with representatives from the different school districts. As a result of that meeting, Councilmember Caldwell requested the Council's concurrence on the following: 1) adequate communication between the City and the school districts when planning for future neighborhoods, schools and parks; 2) a special workshop within the next 30 days, coordinated by Planning and Engineering to include all the facilitators from all of the school districts serving Victorville; 3) the cost and placement of school sites; 4) staff to work with the Adelanto Elementary School District in regard to the Russ Franklin school site. He requested that staff report back to the Council on this item and that it be placed on the July 18, 2006 City Council meeting agenda.

Councilmember Caldwell also reported that he had met a retired police chief who said that his city had a Municipal Housing Authority Department and that it was very effective in regard to handling Section 8 housing. Councilmember Caldwell asked Captain Taylor to investigate this. Councilmember Caldwell also requested that the Police Department have a deputy available to oversee the Burning Tree/Green Tree traffic signal because he has witnessed two large trucks trying to beat the yellow signal. Councilmember Caldwell stated that the intersection needs some focused attention for the next few weeks.

Councilmember Hunter presented an update on the nuisance ordinance. The City Attorney is working on it and hopefully it will be on the July 18th agenda.

Mayor Rothschild requested that more funding be made available in order to hire more code enforcement officers.

CLOSED SESSION

CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (B)

CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
ONE POTENTIAL CASE

RECESS TO CLOSED SESSION/ADJOURNMENT

There being no further business to come before the City Council, Mayor Rothschild duly recessed the meeting to closed session announced that no reportable action was anticipated and that the meeting would stand adjourned to Wednesday, June 7, 2006 at 6 p.m. in Conference Room "E" for the budget workshop.

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

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**SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE;
SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY;
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY;
AND VICTORVILLE REDEVELOPMENT AGENCY
JUNE 7, 2006**

The special meeting of the City Council of the City of Victorville, Southern California Logistics Rail Authority; Southern California Logistics Airport Authority; and the Victorville Redevelopment Agency was called to order by Mayor/Chairman Rothschild and Chairman Caldwell at 6:00 p.m. at Victorville City Hall, Conference Room "E," 14343 Civic Drive, Victorville, California.

ROLL CALL

PRESENT: Councilmembers/Board Members Almond, Cabriaes, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, City Manager/Executive Director; Carolee Bates, City Clerk/Authority Secretary/Agency Secretary; John Becker, Fire Chief; Jon Gargan, Director of Community Services; Yvonne Hester, Director of Public Information & Community Affairs; Bill Webb, Director of Planning & Development; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Rod Sorensen, Acting Director of Public Works; Mark Taylor, Police Captain; Diana Ramirez, Director of Human Resources; Dana Wellborn, Assistant Director of Municipal Utilities; Peter Soderquist, Airport Director; and Chris Stathis, Director of Information Services.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

PRESENTATION AND DISCUSSION REGARDING BUDGET FOR FISCAL YEAR 2006-07

City Manager/Executive Director Roberts provided an overview of the budget process to the City Council/Board Members.

Finance Director Patterson noted that the proposed budget for fiscal year 2006/2007 is \$256.1 million. This is a 38 percent increase from the FY 2005/2006 budget, but only a 31 percent increase from the mid-year budget that was approved in February 2006. The budgets for Stirling International (Southern California Logistics Airport Authority) and Southern California Logistics Rail Authority will not be ready for the June 20th Board meeting so a continuance will be requested for their respective resolutions. This will allow the day-to-day operations to continue until their budgets are presented to the Board for adoption.

The Department Heads presented their individual budgets as follows:

Consent
#5C-4
09-19-06

Victorville Police Captain Taylor reported a proposed budget of \$14,638,700 for the 2006/2007 fiscal year. With the growth of the City, calls to the Police have increased and the department will be adding six deputies, two detectives, one sergeant, two marked patrol units, one unmarked unit and one station clerk as of July 1, 2006.

Information Services Director Stathis reported a 20 percent growth in his department. Information Services has consolidated all computers, telephones, copiers and all other technology equipment through their department. Their department serves over 1,000 devices, including the new Library system and some of the Police Department's phones and computers. Mr. Stathis reported that with the expansion of City Hall and the new Council Chambers, all technology will be state of the art and video conferencing will be available.

Human Resources Director Ramirez reported 28 percent growth from the previous fiscal year. Ms. Ramirez reported that training for employees has increased and her department is conducting more aggressive recruitments. Currently there are openings for 50-55 positions and eligibility lists are being compiled.

Development Director Webb reported that with the consolidation of the Building and Safety and Planning Departments, he is still reviewing staff assignments and making adjustments where necessary. Presently their budget is small, but after the expansion is complete and all positions are filled, he may request a budget adjustment at mid-year.

Assistant to the City Manager Weiss reported a 17 percent reduction in the City Manager's budget. This is mainly due to the fact that Public Information Officer Hester and her staff are no longer budgeted as part of the City Manager's Department.

Public Information & Community Affairs Director Hester reported that as the most recently developed department of the City, her budget increased by 100 percent. Ms. Hester reported that besides the new Library system coming under her department's jurisdiction, her department will continue to oversee contracts with the Chamber of Commerce, City Council activities and the City's new website will be launched on July 7. She will continue to handle all public information and press releases.

Airport Director Soderquist reported a proposed budget of \$6,105,000, reflecting a 20 percent increase from last year. He reviewed the security measures that are being taken at the airport.

City Manager/Executive Director Roberts also reported that for three years Stirling Airports' entire development operations have been independent of the City's funding. All activity is entirely funded by redevelopment funds generated by SCLA. The only portion, by law, of the airport that cannot be funded from the redevelopment funds is the operation of the airport. It is estimated that by the end of the year the airport will be sufficient and self-supporting.

City Engineer McGlade reported a proposed budget of \$6,600,000. That is a 50 increase due to expenditures. The projected revenues from plan check and inspection fees are projected to increase by 78 percent. Engineering's budget includes the addition of three positions that will replace contract employees.

Community Services Director Gargan reported that his department's budget has increased by 20 percent. Revenues, because of the property tax, have increased by approximately 23 percent. The increase in expenditures is largely due to the one time purchase

of the furniture for the expansion/renovation of City Hall. Also included is the purchase of the I.C.E. Bear Equipment for cooling two locations in the City as well as the irrigation for the golf courses. Personnel has increased by 11 positions and even though recruitment has been aggressive, there have been no candidates for the Assistant Director of Community Services thus far.

Economic Development Director Metzler reported that his department has been expanding over the years and now consists of three divisions: 1) marketing and business attraction; 2) redevelopment; and 3) affordable housing. Mr. Metzler stated that this year's proposed budget is \$23,000,000 for Economic Development. He reviewed the various projects that are under way in the Bear Valley and Hook Road Redevelopment Project Areas.

Acting Director of Public Works Sorensen reported that his department's proposed budget is \$16,300,000 representing a 3.2 percent increase over last year. The budget was prepared by each division supervisor based upon his/her projected five year plan. Mr. Sorensen explained that the department is keeping pace with all the services the public needs and reviewed some other projects that Public Works has implemented.

Assistant Director of Municipal Utilities Wellborn presented the Utilities Department budget.

City Clerk/Board Secretary Bates presented the City Clerk and Elections Department budgets.

ADJOURNMENT

There being no further business to come before the City Council/Board, Mayor/Chairman Rothschild and Chairman Caldwell adjourned the meetings at 9:15 p.m.

MAYOR/CHAIRMAN OF THE VICTORVILLE
REDEVELOPMENT AGENCY

CHAIRMAN OF THE SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY AND SOUTHERN
CALIFORNIA LOGISTICS AIRPORT AUTHORITY

ATTEST:

CITY CLERK AND SECRETARY TO THE
BOARD OF SCLRA, SCLAA AND RDA

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AGENDA ITEM

CITY COUNCIL MEETING OF: 9/19/06

SUBMITTED BY:

Carolee Bates
City Clerk

DATE: 9/11/06

SUBJECT: NOTICE OF AMENDMENTS TO CONFLICT OF INTEREST CODE

RECOMMENDATION: None. Information only.

FISCAL IMPACT: None.

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

No
 Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the Code must be amended. At the meeting held June 6, 2006, the City Council directed the City Clerk to conduct a review of the Conflict of Interest Codes for the City of Victorville and the Southern California Logistics Airport Authority to determine if any changes are necessary.

The purpose of this notice is to advise the City Council that amendments to the Conflict of Interest Codes for the City of Victorville and the Southern California Logistics Airport Authority are necessary. In accordance with the provisions of the Political Reform Act, those proposed amendments to the Code will be submitted to the City Council for approval no later than December 19, 2006.

/cb

Consent
#5D
09-19-06

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

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

DATE: September 11, 2006

SUBJECT: Disaster Recovery tape system replacement

RECOMMENDATION: That the Honorable City Council award Dell in an amount of \$33,830.95 for replacement of the Information Services Disaster Recovery tape system.

FISCAL IMPACT: \$33,830.95

Budget Amount: \$65,000.00

Budget Account No.: 540510-10100-30200-30306-52217

DISCUSSION: This upgrade of equipment is necessary to maintain the efficiency, speed, and reliability of the Disaster Backup/Recovery data tape system. The growth of the City of Victorville information stores has precipitated this infrastructure upgrade. It will enable the Information Services Department to provide adequate Disaster Recovery data systems reliability. The original equipment is out of warranty and at end of life.

The item is budgeted for, and sufficient funds are available to cover the cost of the purchase. The Honorable City Council has already approved these monies in the 2007 fiscal budget.

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

No
 Yes/\$Amount:

Finance Director Review and
Approval *Ap*

Consent
#5E
09-19-06

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: John A.  McGrade
City Engineer DATE: September 11, 2006

SUBJECT: Release of Labor and Materials portion of the Street and Sewer bonds for Tract 16856.

RECOMMENDATION: Approval of the release of the Labor and Material portion of the street and sewer bonds.

FISCAL IMPACT: None

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

DISCUSSION: Frontier Homes has constructed the sewers and streets for Tract 16856. The streets and sewers were accepted for maintenance at the City Council meeting of February 21, 2006. No claims for the work have been submitted and therefore the Labor and Materials portion of the bonds are recommended to be released.

Tract 16856 Street Bond No. 864341S
Tract 16856 Sewer Bond No. 864340S

Consent
#5F
09-19-06



RECEIVED
AUG 21 2006
ENGINEERING DEPT.

Montecito Pointe, LLC

August 21, 2006

HAND DELIVERED

Helen Wilson, P.E.
Associate Civil Engineer
Engineering Department, City of Victorville
14206 Amargosa Road
Victorville, CA 92392

Re: Montecito Pointe, LLC – Tract 16856
Bond Release of Labor and Material in Their Entirety

Dear Ms. Wilson:

As the owner and developer for Tract 16856, Frontier Homes was approved for an 80% reduction on performance on February 21, 2006. In a statement from the City of Victorville City Clerks Office, the letter stated after six months from the City Councils action, the City would release the Labor and Material Bonds in their entirety.

Bond No.: 864340S
Amount: \$59,109.50
Improvement: Sewer Bond Labor and Material

Bond No.: 864341S
Amount: \$160,929.30
Improvement: Street Bond Labor and Material



City of Victorville
Bond No.: 864340 and 864341
August 21, 2006

Frontier Homes respectfully request that the City of Victorville releases the Labor and Material Bonds in its entirety as per the release letter dated on March 8, 2006.

Thank you for your assistance in this matter. Should you have any questions, comments, or concerns, please do not hesitate to call me at (760) 792-2590.

Sincerely,

Michael Valtier
Frontier Homes
Bond Exonerator

Cc: Carolee Bates
City Clerk

CITY OF
VICTORVILLE



4/3/06 - Send to Scheer
to update bond list.

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

March 8, 2006

Caroline L. Brown
Attorney-in-Fact
c/o Sheer's West, Incorporated
2213 N. Green Valley Pkwy., Suite 101-B
Henderson, NV 89014

Re: Tract 16856

Dear Ms. Brown:

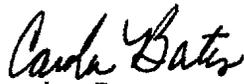
At a regular meeting held February 21, 2006, the City Council of the City of Victorville approved the request for the 80% release of the Faithful Performance Bonds only for street and sewer improvements for the above-captioned tract. Therefore, the following bonds are reduced by 80%:

Bond No. 864341 – Faithful Performance Bond – Street
Improvements – in the amount of \$321,858.60
Bond No. 864340 – Faithful Performance Bond – Sewer
Improvements – in the amount of \$118,219.00

The remaining 20% will be held for a one-year warranty period. Six months from the date of the Council action to approve the 80% reduction, the Labor and Materials Bonds may be released in their entirety.

If you have any questions, I may be reached at 760.955.5026.

Sincerely,


Carolee Bates
City Clerk

CB/rlo

cc: Engineering Department
Frontier Homes

BOND NO: 864340

PREMIUM INCLUDED
IN PERFORMANCE BOND.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Montecito Pointe, LLC as Principal, and Developers Surety and Indemnity Company a corporation organized and doing business under and by virtue of the laws of the State of Iowa 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 Oblige, in the sum of Fifty-Nine Thousand One Hundred Nine & 50/100 (\$ 59,109.50) 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 Oblige for the improvements in the subdivision designated as (Tract Parcel) Map No. 16856 (Sewer Improvements) 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, NV this 25th day of March 2005

"PRINCIPAL"

"SURETY"

Montecito Pointe, LLC

BY-

Developers Surety and Indemnity Company

BY:

Caroline L Brown, Attorney-in-Fact

2/21/06

APPROVED 80%

BOND NO. 864340
INITIAL PREMIUM: \$1,182.00
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Montecito Pointe, LLC, as
Principal, and Developers Surety and Insurance Company, a corporation organized and doing
business under and by virtue of the laws of the State of Iowa 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 Hundred Eighteen Thousand Two Hundred Nineteen & no/100—
\$118,219.00 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. 16856 (Sewer Improvements) 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 25th day of March, 2005

"PRINCIPAL"

"SURETY"

Montecito Pointe, LLC
By: [Signature]
Vice President

Developers Surety and Indemnity Company
BY: [Signature]
Caroline L. Brown, Attorney-in-Fact

BOND NO: 864341

PREMIUM INCLUDED
IN PERFORMANCE BOND.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Montecito Pointe, LLC as Principal, and Developers Surety and Indemnity Company a corporation organized and doing business under and by virtue of the laws of the State of Iowa 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 Hundred Sixty Thousand Nine Hundred Twenty-Nine & 30/100 (\$160,929.30) 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. 16856 (Street Improvements) 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.

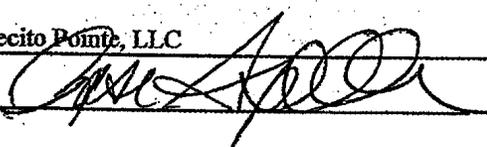
This bond is executed and filed to comply with Section 66499 through and including Section 66499. 10 of the Government Code of California as improvement security, and shall inure to the benefit of any and all contractors, their subcontractors and persons renting equipment or furnishing labor or materials 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, NV this 25th day of March 2005

"PRINCIPAL"

"SURETY"

Montecito Pointe, LLC

BY- 

Developers Surety and Indemnity Company

BY: 

Caroline L. Brown, Attorney-in-Fact

2/21/06 APPROVED 80%

BOND NO. 864341
INITIAL PREMIUM: \$3,219.00
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Montecito Pointe, LLC, as
Principal, and Developers Surety and Insurance Company, a corporation organized and doing
business under and by virtue of the laws of the State of Iowa 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 Three Hundred Twenty-One Thousand Eight Hundred Fifty-Eight & 60/100
\$321,858.60 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. 16856 (Street Improvements) 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 25th day of March, 2005

"PRINCIPAL"

"SURETY"

Montecito Pointe, LLC

Developers Surety and Indemnity Company

by:

BY:

Caroline L. Brown
Caroline L. Brown, Attorney-in-Fact



AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

*SUBMITTED BY: John A. McGlade
City Engineer*

DATE: September 11, 2006

SUBJECT: Release of Labor and Materials portion of the Street and Sewer bonds for Tract 16282.

RECOMMENDATION: Approval of the release of the Labor and Material portion of the street and sewer bonds.

FISCAL IMPACT: None

*Finance Dept. Use Only
Additional Appropriation*

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: JD Pierce has constructed the sewers and streets for Tract 16282. The sewers were accepted for maintenance at the City Council meeting of November 15, 2005 and streets were accepted for maintenance on December 6, 2005. No claims for the work have been submitted and therefore the Labor and Materials portion of the bonds are recommended to be released.

*Tract 16282 Street Bond No. 838802S
Tract 16282 Sewer Bond No. 838803S*

Consent
#5G
09-19-06



Ms. Helen Wilson
City of Victorville
14343 Civic Center Drive
Victorville, CA 92392-2399

July 5, 2006

Re: Tract 16282 Labor and Material Bond Release

Dear Ms. Wilson,

I am writing this letter to request that we receive a release of the labor and material street and sewer bonds for Tract 16282. These bonds have passed their release date of June 6, 2006 and May 15, 2006 for the sewer. For your reference the street bond is 838802S, and the sewer bond is 838803S.

Please let me know if we can proceed with the release of the labor and material bonds.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Kulmaticki", written in a cursive style.

Peter Kulmaticki
Assistant Project Manager

RECEIVED
JUL 05 2006
ENGINEERING DEPT.



AGENDA ITEM

CITY COUNCIL MEETING OF: *September 19, 2006*

SUBMITTED BY: *John A. McGlade*
City Engineer

DATE: *September 11, 2006*

SUBJECT: *Release of Labor and Materials portion of the Street and Sewer bonds for Tract 16285-2.*

RECOMMENDATION: *Approval of the release of the Labor and Material portion of the street and sewer bonds.*

FISCAL IMPACT: *None*

*Finance Dept. Use Only
Additional Appropriation*

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: *JD Pierce has constructed the sewers and streets for Tract 16285-2. The streets and sewers were accepted for maintenance at the City Council meeting of December 6, 2005. No claims for the work have been submitted and therefore the Labor and Materials portion of the bonds are recommended to be released.*

Tract 16285-2 Street Bond No. 838800S

Tract 16285-2 Sewer Bond No. 838801S

Consent
#5H
09-19-06



Ms. Helen Wilson
City of Victorville
14343 Civic Center Drive
Victorville, CA 92392-2399

July 5, 2006

Re: Tract 16285-2 Labor and Material Bond Release

Dear Ms. Wilson,

I am writing this letter to request that we receive a release of the labor and material street and sewer bonds for Tract 16285-2. These bonds have passed their release date of June 6, 2006. For your reference the street bond is 838800S, and the sewer bond is 838801S.

Please let me know if we can proceed with the release of the labor and material bonds.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Kulmaticki".

Peter Kulmaticki
Assistant Project Manager

RECEIVED
JUL 05 2006
ENGINEERING DEPT.



AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: John A. ~~Glade~~
City Engineer

DATE: September 11, 2006

SUBJECT: Release of 80% of the Sewer bond and acceptance of the work into the public maintenance system for Tract 14521.

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

FISCAL IMPACT: None

Finance Dept. Use Only
Additional Appropriation

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: Covenant Development has requested an 80% release of the Sewer Bond for Tract 14521. The 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 for sewers. The remaining 20% will be held for the one-year warranty period.

Tract 14521 Sewer Bond No. 823071S

Consent
#51
09-19-06



RECEIVED
 AUG 23 2006
 ENGINEERING DEPT

August 23, 2006

City of Victorville
 Helen Wilson
 14343 Civic Drive
 Victorville, CA. 92593

Re: Sewer Bond #823701S
 Elcona, LLC
 Tract 14521 - 40 lots

Dear Helen,

We have completed the sewer improvements for the entire Tract 14521. The improvements have been inspected and approved by Robert. We are at this time respectfully requesting a reduction regarding the following bond:

Sewer Bond # 823071S

Amount \$72, 985.00

I have attached a copy of the Faithful Performance Bond and the Labor and Material bond. Please contact me with any questions. Your help is greatly appreciated.

Sincerely,


 Suzanne Langley
 Covenant Development



INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

COPY

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO. 823071S
\$ 1,460.00 premium is for
a term of 2 year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Elcona, LLC
and Developers Surety and Indemnity Company, as Principal,
under and by virtue of the laws of the State of Iowa, a corporation organized and doing business
to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of Victorville
as Obligee, in the penal sum of Seventy two thousand nine hundred eighty five and 00/100

(\$72,985.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors
and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and complete certain
designated public improvements, which agreement, identified as Elcona, Sewer, Tract 14521
is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said
agreement.

Now therefore, the condition of this obligation is such that is the above bounden principal, his or its heirs, executors,
administrators, successor or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants,
conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be
kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning,
and shall indemnify and save harmless obligee, its officers, agents and employees, as therein stipulated, then this obligation shall
become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the penal sum specified therefor, there shall be included costs
and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such
obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement
or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on
this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement
or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 31, 2005

PRINCIPAL: Elcona, LLC

SURETY: Developers Surety and Indemnity Company

Natale Caicedo Lopez

Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT

State of California

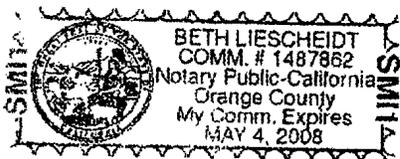
County of Orange

On Oct. 31, 2005 before me, Beth Liescheidt,

personally appeared Natalie Caicedo Lopez,

personally known to me -OR-

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.

Beth Liescheidt
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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Developers Surety and Indemnity Company

POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

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

Keith E. Sandrock, Patricia J. Sandrock, Natalie Caicedo Lopez, jointly or severally

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: [Signature] David H. Rhodes, Executive Vice-President

By: [Signature] Walter A. Crowell, Secretary



STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] Nita G. Hiffmeyer



CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 31 day of October 2005

By: [Signature] David L. Kerrigan, Executive Vice-President



INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND

BOND NO. 823071S
PREMIUM INCLUDED IN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Elcona, LLC
and Developers Surety and Indemnity Company, as Principal,
under and by virtue of the laws of the State of Iowa, a corporation organized and doing business
and duly licensed
to conduct a general surety business in the State of California as Surety, are held and firmly bound unto the City of Victorville
as Obligees, in the penal sum of Thirty six thousand four hundred
ninety three and 00/100 (\$ 36,493.00) 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 which is made a part of this bond, with the City of Victorville
State of California, as Obligees, for the designated public
improvements in the subdivision identified as Elcona, Sewer, Tract 14521
as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and
sufficient payment bond with the City of Victorville
to secure the claims
to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the City of Victorville
and all contractors, subcontractors, laborers, materialmen and other persons
employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure for material furnished or labor
thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay
the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition
to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of Victorville
in successfully enforcing such obligation, to be awarded and fixed by the court,
and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations
entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give right of action to
them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain
in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the
specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such
change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 31, 2005

PRINCIPAL: Elcona, LLC

SURETY: Developers Surety and Indemnity Company

Natalie Caicedo Lopez

Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT

State of California

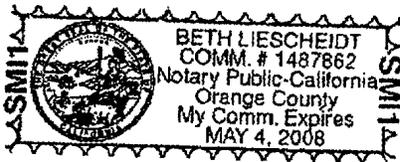
County of Orange

On Oct. 31, 2005 before me, Beth Liescheidt,

personally appeared Natalie Caicedo Lopez,

personally known to me -OR-

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.

Beth Liescheidt

 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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Developers Surety and Indemnity Company

POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

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

Keith E. Sandrock, Patricia J. Sandrock, Natalie Caicedo Lopez, jointly or severally

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: [Signature] David H. Rhodes, Executive Vice-President

By: [Signature] Walter A. Crowell, Secretary



STATE OF CALIFORNIA))SS. COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature] Nita G. Hiffmeyer



CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 31 day of October, 2005

By: [Signature] David L. Kerrigan, Executive Vice-President

SCALE: 1"=700'

TRACT 14521

PROPOSED PROJECT

OTTAWA STREET 12"

CHOCTAW ST

STREET 12"

ON A 28

ST

12"
34

12"

6

609

12"

AVENUE

AVENUE

NINTH

EIGHTH AVENUE

CYPRESS AVE

ARROWHEAD

520

20"

327

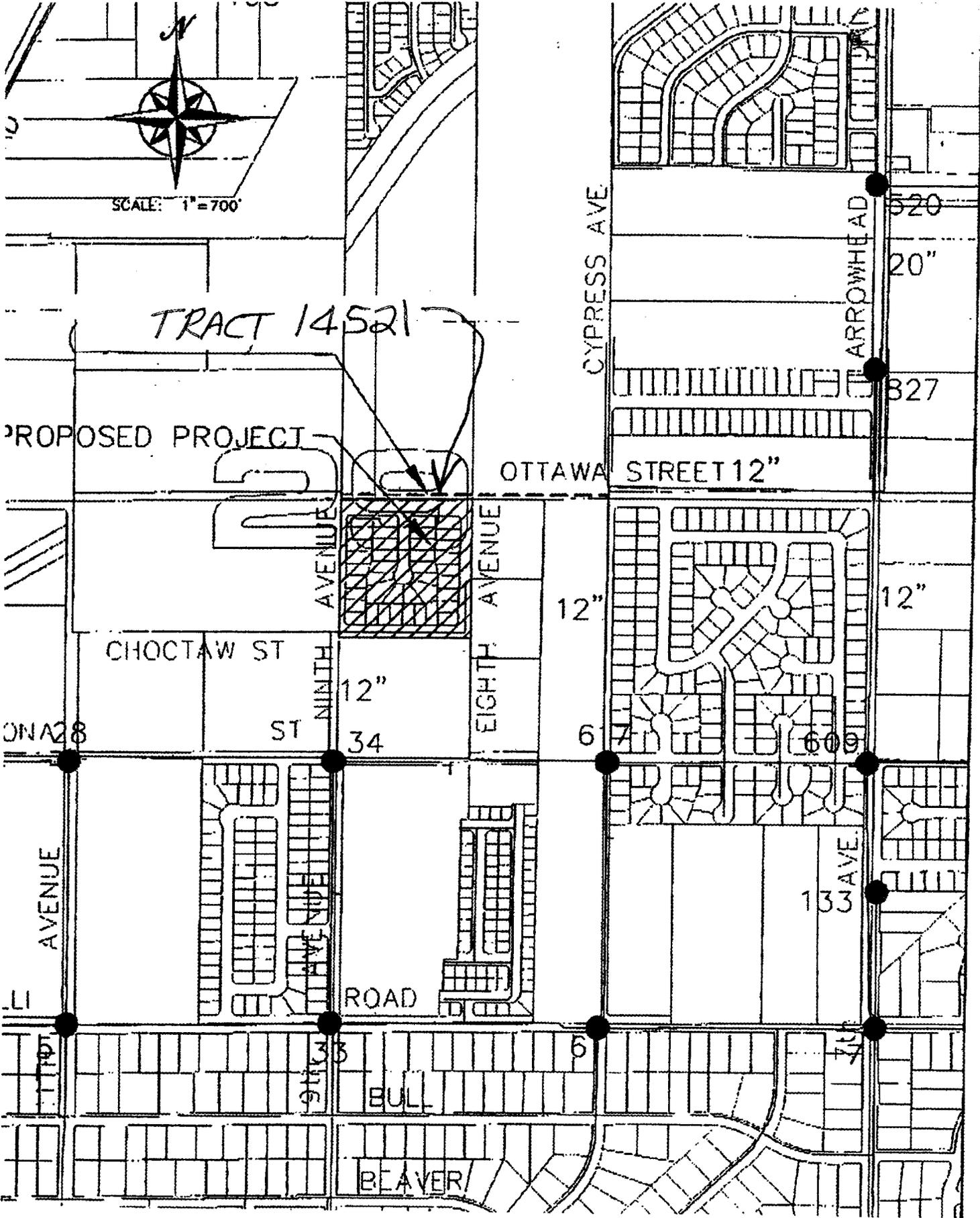
ROAD

ROAD

133 AVE.

BULL

BEAVER



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AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: John  McGlade
City Engineer

DATE: September 11, 2006

SUBJECT: Partial Release of 60% for a street bond in Tract 14521.

RECOMMENDATION: Approval of the 60% partial bond release.

FISCAL IMPACT: None

Finance Dept. Use Only
Additional Appropriation

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: Covenant Development is constructing Tract 14521 and is requesting a partial release of the street bond. The streets are paved and all curb and gutter work is completed. The builder will still be responsible for the maintenance of the streets. A partial release of 60% is recommended to be approved.

Tract 14521 Street Bond No. 823070S

Consent
#5J
09-19-06



RECEIVED
AUG 23 2006
ENGINEERING DEPT

August 23, 2006

City of Victorville
Helen Wilson
14343 Civic Drive
Victorville, CA. 92593

Re: Street Bond #823070S
Elcona, LLC
Tract 14521 - 40 lots

Dear Helen,

We are respectfully requesting acceptance of the partial improvements of the street improvements for the entire Tract 14521. The improvements have been inspected and approved by Robert. We are at this time respectfully requesting acceptance/reduction regarding the following bond:

Street Bond # 823070S

Amount \$316,782.18

I have attached a copy of the Faithful Performance Bond and the Labor and Material bond. Please contact me with any questions. Your help is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Suzanne Langley', written over the typed name and title.

Suzanne Langley
Covenant Development

SCALE: 1"=700'

TRACT 14521

PROPOSED PROJECT

OTTAWA STREET 12"

CHOCTAW ST

28

ST

12"
34

EIGHTH AVENUE

12"

6

133

AVE.

7

ROAD

BULL

BEAVER

CYPRESS AVE

ARROWHEAD

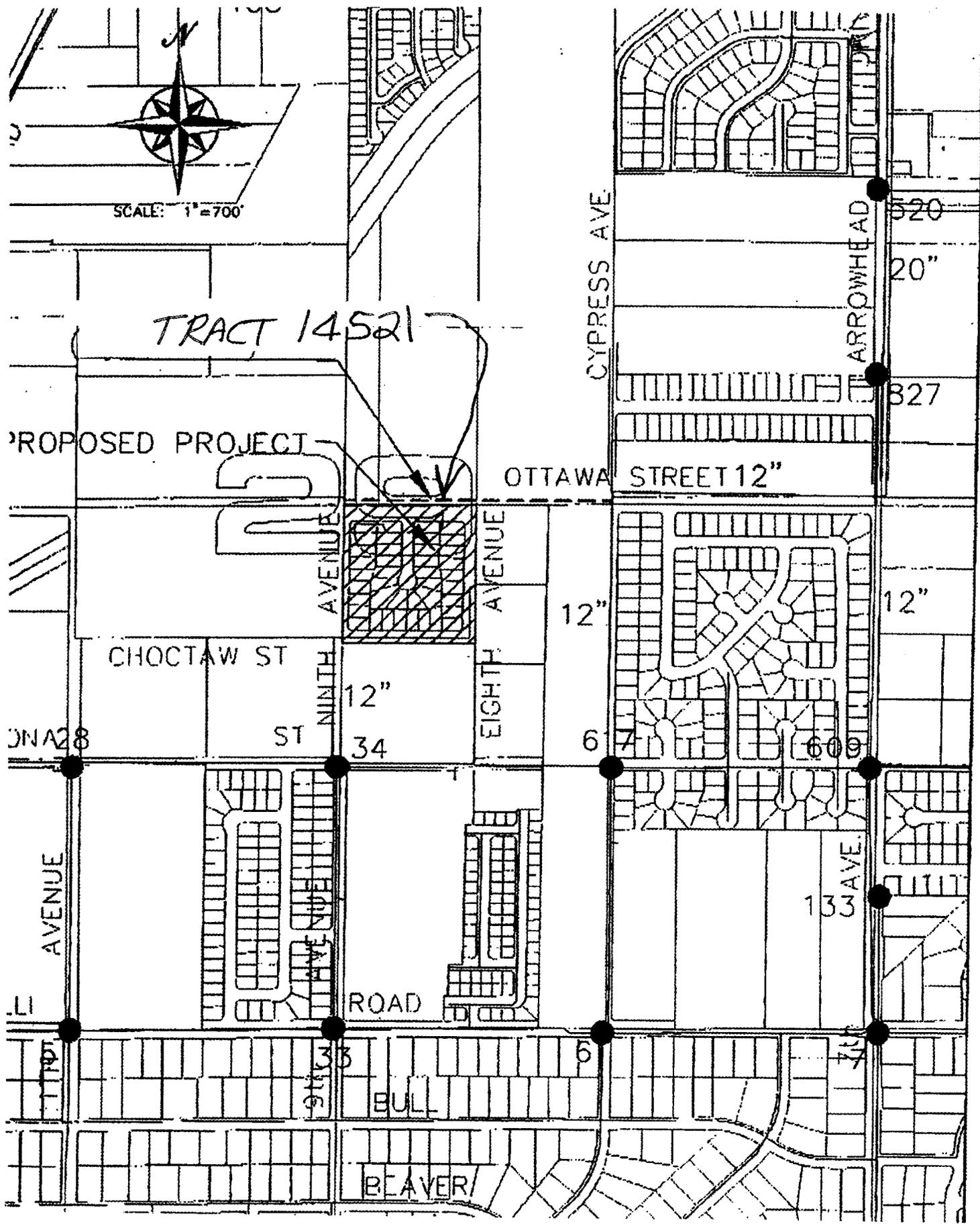
520

20"

327

12"

609



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AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: John A. [Signature] Wade
City Engineer

DATE: September 11, 2006

SUBJECT: ASSIGNMENT OF SEWER FEE CREDITS

RECOMMENDATION: That City Council approve the assignment of Sewer Fee Credits to Howard Roberts as to Tract 14933 and Tract 16994, subject to the following conditions: 1) that a new fee credit agreement is entered into by the respective developers, and 2) that the developers take title to the properties in question.

FISCAL IMPACT: None

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

DISCUSSION: On June 13, 2005, TNK Ryders Partners, the developer of Tracts 16994 and 14933 entered into a sewer fee credit agreement with the City for sewers. TNK Ryders Partners are requesting approval of the assignment of portions of the sewer fee credit agreements to Howard Robert Development for Tracts 16994 (35 lots) and Tract 14933 (84 lots). The sewer fee credit is \$250.00 per lot for a total of \$29,750.00. The net effect of this action would result in zero fiscal impact to the City.

Consent
#5K
09-19-06

RYDER PROPERTIES
210A Santa Barbara Street
Santa Barbara, CA 93101
805-705-0500

August 21, 2006

Helen Wilson, PE
Associate City Engineer
City of Victorville
14206 Amargosa Road
Victorville, CA 92392

RECEIVED
AUG 23 2006
ENGINEERING DEPT.

Re: Sewer Fee Credit Assignment

Dear Helen:

As you are aware, we've sold Tracts 14933 and 16994 to Howard Roberts Development Company. As part of the transaction, we agreed to assign our Tract 14933 and 16994 Sewer Fee Credits to them. Enclosed is an Assignment Of Fee Credit Agreement for each Tract, as well as a copy of the June 13, 2005 Fee Credit Agreement between the City and TNK Ryder/Victor Investments.

Assuming the Assignments meet with your approval, please place them on the next City Council Agenda for the Council's approval. Once approved, please return the executed Assignments to the above address.

Thank you for your consideration.

Sincerely,



Chuck Coleman

Cc: Howard Roberts Development
Enclosures

CITY OF VICTORVILLE

ASSIGNMENT OF FEE CREDIT AGREEMENT

THIS AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 2006, by and between the CITY OF VICTORVILLE, a municipal corporation (hereinafter referred to as “City”), located in the County of San Bernardino, State of California, and TNK Ryder Partners (hereinafter referred to as “Assignor”) and Howard Roberts Development, (hereinafter referred to as “Assignee) and is comprised of the following terms and conditions:

RECITALS:

WHEREAS, on June 13, 2005, the City entered into an agreement with Assignor wherein Assignor agreed to advance all costs for the Mesa Linda Trunk Line Sewer (the “Improvements”) in connection with the development of TRACT NO. 16994 (the “Tract”), within the City, and the City agreed to credit to Assignor the sum of \$8,750.00; and

WHEREAS, subsequently, the City granted Fee Credits to Assignor with a total value of \$8,750.00 for Tract No. 16994 at \$250.00 for each of the 35 lots within the Tract (the “Fee Credits”); and

WHEREAS, the design and construction of the Improvements has been completed in compliance with the City’s plans and specifications; and

WHEREAS, Assignor has agreed to assign to Assignee, without warranty, all of its right, title and interest, if any, in and to any Permits, Plans and Specifications and Fee Credits relating to the Tract, as more particularly provided herein; and

WHEREAS, Assignee shall assume any and all liabilities and obligations with respect to the ownership and development of the Tract and as may arise from the Permits and/or agreements establishing Fee Credits, as more particularly provided herein; and

WHEREAS, the City Council has deemed the assignment does not present and any adverse impact on the future development of the Tract.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF THE PARTIES HERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1.

RECITALS

The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

Section 2.

ASSIGNMENT

Assignor agrees on behalf of itself, its executors, administrators, successors, representatives and assigns and does hereby remise, release and quit claim forever the Fee Credits for Tract No. 16994 in the amount of \$8,750.00 to Assignee, its successors and assigns, all the right title, interest claim or demand which Assignor may have had in and to the Fee Credits so that neither Assignor nor any other person claiming under it shall at any time claim or demand any right, title or interest to the Fee Credits for the Tract.

Section 3.

COUNTERPARTS

This Agreement and any amendment or modification hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.

GOVERNING LAW AND VENUE

This Agreement shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California. This Agreement is made and entered into in the County of San Bernardino, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of San Bernardino, State of California.

Section 5.

ATTORNEYS' FEES

In the event of the bringing of any action or suit, including an arbitration proceeding, by a party hereto against the other due to a breach of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees. For the purpose of this Agreement, the phrase "reasonable attorneys' fees" shall include the salaries, wages, benefits and overhead of the attorneys or firm of attorneys retained as the City Attorney of the City.

Section 6.

REVIEW BY ATTORNEYS

Each party hereto acknowledges and agrees that it has been given a full and fair opportunity to have its attorney review this Agreement and all related documents. Each party hereto further acknowledges and agrees that it has been given a full and fair opportunity to have its attorney negotiate the terms of this Agreement.

Section 7.

**REPRESENTATIONS OF PERSONS
EXECUTING AGREEMENT**

The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST RITTEN ABOVE.

CITY OF VICTORVILLE

ASSIGNOR

BY: _____
Mayor

TNK RYDER PARTNERS
BY:  _____
Ned K. Ryder
Its: Managing Member

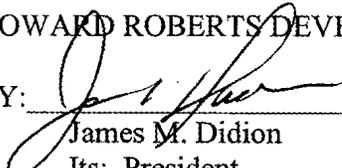
ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

ASSIGNEE

By: _____
City Attorney

HOWARD ROBERTS DEVELOPMENT
BY:  _____
James M. Didion
Its: President

CITY OF VICTORVILLE

ASSIGNMENT OF FEE CREDIT AGREEMENT

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RECITALS:

WHEREAS, on June 13, 2005, the City entered into an agreement with Assignor wherein Assignor agreed to advance all costs for the Mesa Linda Trunk Line Sewer (the “Improvements”) in connection with the development of TRACT NO. 14933 (the “Tract”), within the City, and the City agreed to credit to Assignor the sum of \$21,000.00; and

WHEREAS, subsequently, the City granted Fee Credits to Assignor with a total value of \$21,000.00 for Tract No. 14933 at \$250.00 for each of the 84 lots within the Tract (the “Fee Credits”); and

WHEREAS, the design and construction of the Improvements has been completed in compliance with the City’s plans and specifications; and

WHEREAS, Assignor has agreed to assign to Assignee, without warranty, all of its right, title and interest, if any, in and to any Permits, Plans and Specifications and Fee Credits relating to the Tract, as more particularly provided herein; and

WHEREAS, Assignee shall assume any and all liabilities and obligations with respect to the ownership and development of the Tract and as may arise from the Permits and/or agreements establishing Fee Credits, as more particularly provided herein; and

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Section 2.

ASSIGNMENT

Assignor agrees on behalf of itself, its executors, administrators, successors, representatives and assigns and does hereby remise, release and quit claim forever the Fee Credits for Tract No. 14933 in the amount of \$21,000.00 to Assignee, its successors and assigns, all the right title, interest claim or demand which Assignor may have had in and to the Fee Credits so that neither Assignor nor any other person claiming under it shall at any time claim or demand any right, title or interest to the Fee Credits for the Tract.

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CITY OF VICTORVILLE

ASSIGNOR

BY: _____
Mayor

TNK RYDER PARTNERS
BY:  _____
Ned K. Ryder
Its: Managing Member

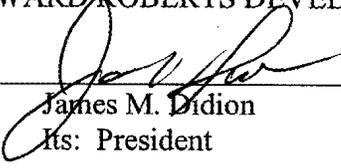
ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

ASSIGNEE

By: _____
City Attorney

HOWARD ROBERTS DEVELOPMENT
BY:  _____
James M. Didion
Its: President



AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

*SUBMITTED BY: John A. McGlade
City Engineer*

DATE: September 11, 2006

SUBJECT: *Final approval of Tract 16828*

RECOMMENDATION: *Approval of Final Map for Tract 16828*

FISCAL IMPACT: *None*

*Finance Dept. Use Only
Additional Appropriation*

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: *Woodside Homes has requested final acceptance of Tract 16828 located north of Tawney Ridge Ln. and west of Cordova Rd.*

7/21/06

City of Victorville
Attn: Sean McGlade, City Engineer
14343 Civic Dr.
Victorville, CA 92393

Dear Mr. McGlade:

Woodside Homes hereby requests final acceptance of Tract 16828 at the 8/1/06 City Council. Attached is an 8 ½" x 11" exhibit of the subject tract. Please contact me if you have any questions.

Sincerely,



Ryan Webber
Project Manager

Southern California Division

11870 Pierce Street, Suite 100 • Riverside, California 92505
Phone: (951) 710-1900 • Fax: (951) 688-8681
www.woodside-homes.com



AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

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

DATE: September 11, 2006

SUBJECT: City Hall Expansion Phase 1 Data/Voice Equipment and award purchase to Spectrum Communications.

RECOMMENDATION: That the Honorable City Council award a contract to Spectrum Communications in an amount of \$261,573.47 for data/voice communication equipment required to support the City Hall Expansion phase (includes a 5% contingency) and approve an additional appropriation of \$261,573.47 from general fund unappropriated fund balance.

FISCAL IMPACT: \$261,573.47

Budget Amount:
Budget Account No.: 10100-30200-80403

DISCUSSION: This equipment is required to support the data/voice communications infrastructure of the City Hall expansion project, phases I and II as approved by City Council. Information Services Department staff has been in consultation

with the Construction vendors and Community Services to achieve a "Just In Time" approach of selecting and ordering the needed technology equipment to support the City Hall expansion project. As the completion date and exact technology requirements were not known at budget time, this additional appropriation was done deliberately to ensure the newest and most cost effective technology possible.

The project was bid by quoting multiple California Master Agreement Schedule (CMAS) capable vendors. The quotes were compared and Spectrum Communications was selected using pre-bid CMAS pricing. This purchase will be implemented in two phases; 1) immediate purchase of \$126,117.59 to support the new area of City Hall, 2) funding of \$123,000.00 to be used for the remainder of the City Hall Expansion project. Without this equipment we will not be able to provide communications to the building.

Submitted by: William Del Franco, IS Coordinator

<p>--Finance Dept. Use Only-- Additional Appropriation:</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes/\$Amount:</p> <p>Finance Director Review and Approval <u>\$261,573.47</u> <i>gp</i></p>
--

Written
#6
09-19-06



SPECTRUM COMMUNICATIONS

CABLING SERVICES, INC.

226 NORTH LINCOLN AVENUE · CORONA, CA 92882
ST. LIC 713766

QUOTATION

Date: 9/7/2006
Quote No.: 9907710

To: **Bill Del Franco**
City of Victorville
14343 Civic Drive
Victorville, CA 92392

Phone: (760) 955-5000
Ext.:
FAX: (760) 245-7243

From: **Dan Rivera**
RE: **City Hall Expansion**
Revised with 10/100/1000 Ports v3c

Phone: (800) 319-8711
Ext.: 241
FAX: (951) 270-3833

Components

P/N	Qty	Description	Unit Price	Extended
IDF 2				
WS-C4510R	3-02-70-0282AD	1 Catalyst 4500 Chassis (10-Slot),fan, no p/s,Red Sup Capable	\$7,372.05	\$7,372.05
WS-X4516=	3-04-70-0282AH	1 Catalyst 4500 Supervisor V (2 GE),Console(RJ-45)(Spare)	\$9,732.05	\$9,732.05
WS-G5484=	3-04-70-0282AH	2 1000BASE-SX Short Wavelength GBIC (Multimode only)	\$295.00	\$590.00
PWR-C45-4200ACV=	3-04-70-0282AH	2 Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	\$2,357.05	\$4,714.10
WS-X4548-GB-RJ45V=	3-04-70-0282AH	6 Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	\$4,422.05	\$26,532.30
CON-SNTP-SMS-4510R	3-02-70-0282AD	1 Cisco SMARTnet 24x7x4 (SNTP) Maintenance for 4510R	\$7,012.80	\$7,012.80
SURT005	3-05-70-0282AJ	1 APC Smart-UPS RT 2U 208-120V Step-Down Transformer	\$531.05	\$531.05
SURT192R MXLBP	3-04-70-0282AH	1 SMART-UPS RT 192V RM BTRY PCK	\$892.05	\$892.05
IDF 4				
WS-C4510R	3-02-70-0282AD	1 Catalyst 4500 Chassis (10-Slot),fan, no p/s,Red Sup Capable	\$7,372.05	\$7,372.05
WS-X4516=	3-04-70-0282AH	1 Catalyst 4500 Supervisor V (2 GE),Console(RJ-45)(Spare)	\$9,732.05	\$9,732.05
WS-G5484=	3-04-70-0282AH	2 1000BASE-SX Short Wavelength GBIC (Multimode only)	\$295.00	\$590.00
PWR-C45-4200ACV=	3-04-70-0282AH	2 Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	\$2,357.05	\$4,714.10
WS-X4548-GB-RJ45V=	3-04-70-0282AH	6 Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	\$4,422.05	\$26,532.30
CON-SNTP-SMS-4510R	3-02-70-0282AD	1 Cisco SMARTnet 24x7x4 (SNTP) Maintenance for 4510R	\$7,012.80	\$7,012.80
SURT005	3-05-70-0282AJ	1 APC Smart-UPS RT 2U 208-120V Step-Down Transformer	\$531.05	\$531.05
SURT192R MXLBP	3-04-70-0282AH	1 SMART-UPS RT 192V RM BTRY PCK	\$892.05	\$892.05
6500				
WS-G5484=	3-04-70-0282AH	4 1000BASE-SX Short Wavelength GBIC (Multimode only)	\$295.00	\$1,180.00

Subtotal: \$115,932.80
7.75% Sales Tax: \$8,984.79
Configuration: \$1,200.00

TOTAL: \$126,117.59

Quote Subject to market changes and availability.
This quote is valid for 30 days.

NOTE: Price does not include fiber or copper patch cords

NOTE: Customer is responsible to install and patch in both switches.

THE GOODS AND SERVICES OFFERED IN THIS BID ARE SUBJECT TO THE ENCLOSED STANDARD WARRANTY. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS PROVIDED BY SPECTRUM COMMUNICATIONS.



AGENDA ITEM

CITY COUNCIL MEETING OF: 9/19/06

SUBMITTED BY: Terry E. Caldwell
Councilmember

DATE: 9/11/06

SUBJECT: PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-156
FIXING THE RATE OF COMPENSATION FOR VICTORVILLE
PLANNING COMMISSION

RECOMMENDATION: That the City Council adopt Resolution No. 06-156.

FISCAL IMPACT: Increase from \$100 to \$150 per regular meeting
Increase from \$50 to \$75 per adjourned meeting

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

___ No
___ Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: The current rate of compensation for the members of the Victorville Planning Commission is \$100 per regular meeting and \$50 per adjourned meeting, not to exceed \$250 per month. This amount has remained unchanged for a number of years. The Planning Commission typically hears approximately 30 items per meeting and is dealing with a number of complex and sometimes controversial issues due to the unprecedented growth in the City. For these reasons, the increase in compensation is justified and should be given positive consideration by the City Council.

/cb
Attachment

Written
#7
09-19-06

RESOLUTION NO. 06-156

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE FIXING THE RATE OF COMPENSATION FOR
MEMBERS OF THE VICTORVILLE PLANNING COMMISSION**

THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY
RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Victorville has deemed it appropriate to fix compensation for members of the Victorville Planning Commission.

SECTION 2. The rate of compensation for each member of the Victorville Planning Commission shall be One Hundred Fifty Dollars (\$150.00) for each regular meeting and Seventy-Five Dollars (\$75.00) for each adjourned meeting, not to exceed Three Hundred Seventy-Five Dollars (\$375.00) per month.

SECTION 3. Compensation for each member of the Victorville Planning Commission shall follow staff policy on all other reasonable expenditures incurred while in the performance of the duties of said Planning Commission.

SECTION 4. The effective date of commencing compensation for members of the Victorville Planning Commission as set forth in Section 2 shall be immediately upon adoption of this resolution.



AGENDA ITEM

CITY COUNCIL MEETING OF: SEPTEMBER 19, 2006

SUBMITTED BY:

Adair M. Patterson *ap*
Director of Finance

DATE: September 11, 2006

SUBJECT: PROPOSAL TO CONTINUE THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) CONSORTIUM BETWEEN THE CITY OF VICTORVILLE AND THE TOWN OF APPLE VALLEY FOR THE PERIOD JULY 1, 2007 – JUNE 30, 2010

RECOMMENDATION: That the Honorable City Council adopt Resolution No. 06-158, approve the renewal of the Consortium Agreement, and authorize the City Manager to execute the required documents to continue the Consortium.

FISCAL IMPACT: Approximately \$1,140,000 over the three-year agreement period.

DISCUSSION: On July 15, 2003, the City Council approved the agreement for a HOME Investment Partnerships Program (HOME) Consortium consisting of the City of Victorville and the Town of Apple Valley.

Because neither the City nor Town are large enough to receive a HOME entitlement grant directly from the U.S. Department of Housing and Urban Development (HUD), joining together to form the Consortium has made both communities eligible to participate as a single grantee. The City has participated in the HOME Consortium for the past two years.

HUD has requested that a determination be made as soon as possible as to the decision whether the HOME Consortium will renew its agreement. The City of Victorville and the Town of Apple Valley anticipated that our respective jurisdictions would be able to become separate entitlement communities, by the year 2007. Unfortunately, due to substantial federal funding cuts, this did not occur. Both jurisdictions are unable to meet the minimum of \$500,000 grant threshold individually to qualify for entitlement status at this time.

The partnership has been successful and has worked very well for both communities, as they have benefited from the additional funds received through the Consortium. The HOME Consortium is currently in its third and final year (FY 2006-2007). Both communities have used HOME funds for their mortgage assistance and residential rehabilitation programs.

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

No
 Yes/\$Amount:

Finance Director Review and
Approval _____

Written
#8
09-19-06

The Town of Apple Valley is designated as the lead member of the Consortium and will continue to lead the Consortium. Additionally, both communities have agreed to extend the cooperation agreement. Pursuant to this agreement, we will continue the following provisions:

1. **Program Activity:** The members of the Consortium agree to cooperate to undertake, or to assist in undertaking, housing assistance activities for the HOME Program.
2. **Representative Appointment:** Authorizes one member unit of general local government to act in a representative capacity for all members of general local government for the purposes of the HOME Program. The City of Victorville agrees to designate the Town of Apple Valley as the lead entity.
3. **Representative Responsibilities:** Provides that the representative member (lead entity) assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan.
4. **Fair Housing:** The agreement states that each member unit of local government agrees to affirmatively further fair housing.
5. **Term:** Specifies and lists the qualification period (the three Federal fiscal years for which the Consortium is to qualify to receive HOME funds), and the prohibition on withdrawal from the agreement during such time.

The advantages and disadvantages in continuing the Consortium are summarized below:

Advantages

1. The Consortium is guaranteed an annual formula allocation based on the demographics of each respective jurisdiction.
2. The estimated annual allocation for both the City of Victorville and the Town of Apple Valley is \$381,170 and \$269,290, respectively.
3. As a direct HUD HOME grantee, the Consortium will receive the full 10% in administrative funds available.
4. As the designated lead entity, the Town of Apple Valley will assume the administrative and coordinative responsibilities to ensure that the HOME grant program is developed, implemented and monitored in conformance with HUD policies, guidelines, and regulations.

Disadvantages

1. The Consortium agreement requires a three-year minimum commitment. The City may not withdraw from the agreement prior to the end of the three-year period.
2. In order to be designated as a direct HUD grantee, the formula allocation for the Consortium must meet a minimum threshold of \$750,000. Any shortfall must be made up through proportionate contributions from each respective jurisdiction in the Consortium. For example, the combined total estimated allocation for the proposed Apple Valley/Victorville Consortium is \$650,460 for FY 2006-2007. Assuming congressional appropriations will not vary substantially for FY 2007-2008, there is a projected shortfall of approximately \$99,450. Victorville's estimated allocation is \$381,170 or 58.6% of the total allocation. Therefore, Victorville would be expected to contribute \$58,278 or 58.6% of the anticipated (\$99,450) shortfall. These respective contributions must be used to fund HOME eligible activities. Conversely, Apple Valley's estimated allocation is \$269,290 or 41.4% of the total allocation. Therefore, Apple Valley would be expected to contribute \$41,172 or 41.4% of the anticipated (\$99,450) shortfall.

Based upon several meetings and discussions held with representatives of the Town of Apple Valley, in the spirit of cooperation, the Town is willing to advance the total projected shortfall of \$99,450, with the understanding that \$58,278 will be repaid out of the \$381,170 in HOME funds the City of Victorville expects to receive. Apple Valley is willing to advance these monies since the Victorville Redevelopment Agency absorbed the burden of contribution to provide the gap in the first three (3) years of the Consortium.

Another point of information that should be made clear is that all HOME-funded programs require a match of 25%. However, HUD has, in the past, granted frequent match waivers to grantees located in the County of San Bernardino, due to adverse economic conditions and/or federally declared disasters. Although the Consortium currently runs its HOME Program with a match waiver in effect, there is no guarantee that it will continue to qualify for a match waiver as a Consortium.

Lastly, the continuation of the Consortium will be effective for fiscal years 2007, 2008, and 2009. Prior to the end of FY 2009, the Consortium will have the option to amend and renew its consortium agreement once again.

A copy of the Resolution No. 06-158 and accompanying agreement is attached for your review.

flm

/nodgrants/HOME/Renew HOME Agreement

cc: Keith Metzler, Director of Economic Development

RESOLUTION NO. 06-158

A RESOLUTION OF THE CITY OF VICTORVILLE AUTHORIZING THE EXECUTION OF A RENEWAL HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) CONSORTIUM AGREEMENT BETWEEN THE CITY OF VICTORVILLE AND THE TOWN OF APPLE VALLEY AND; AND THE EXECUTION OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME CONSORTIUM.

WHEREAS, there has been enacted into law the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (HOME), the primary objective of which is to increase the supply of decent affordable housing to low-and very low-income Americans; and

WHEREAS, HOME authorizes contiguous units of general government to join together in a consortium: and

WHEREAS, the City of Victorville and the Town of Apple Valley, not being individually eligible for a formula allocation, desire to continue the Consortium, for purposes of receiving HOME funds and promoting affordable housing;

WHEREAS, it is the desire of both the City of Victorville and Town of Apple Valley to continue said Consortium Agreement so as to continue to implement the objective of increasing the local supply of decent affordable housing available to low-and very-low income residents; and

WHEREAS, the City of Victorville and the Town of Apple Valley mutually agree that Apple Valley will continue to be the designated lead-sponsoring agency to administer and implement the HOME Program and will assume overall responsibility to ensure that the consortium's HOME Program is carried out in compliance with all federal requirements of that program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VICTORVILLE AS FOLLOWS:

1. The consortium between the City of Victorville and the Town of Apple Valley will continue for the purpose of receiving Home Investment Partnerships Program (HOME) funds is hereby approved.
2. The designation of the Town of Apple Valley as the lead entity will continue, acting in a representative capacity for the Consortium and as the Participating Jurisdiction (PJ) is hereby approved.
3. The renewed HOME Consortium Agreement between the City of Victorville and the Town of Apple Valley is hereby approved and the City Manager is hereby authorized to execute said agreement.
4. The City Manager is hereby authorized to execute any other HUD related documents necessary for the HOME consortium.

**COOPERATIVE AGREEMENT TO RENEW
A HOME CONSORTIUM**

This Agreement is entered into by and between the Town of Apple Valley and the City of Victorville (hereinafter collectively referred to as the "Town" and the "City") as of _____, 2006.

WITNESSETH:

WHEREAS, there has been enacted into law the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (HOME), the primary objective of which is to increase the supply of decent affordable housing to low- and very low-income Americans; and

WHEREAS, HOME authorizes contiguous units of general government to join together in a consortium; and

WHEREAS, the Town of Apple Valley and the City of Victorville, not being individually eligible for a formula allocation, have formed a consortium for purposes of receiving HOME funds and promoting affordable housing; and

WHEREAS, The Town of Apple Valley and the City of Victorville shall prepare a joint Consolidated Plan which shall be submitted by May 2007 to and for approval by the U.S. Department of Housing and Urban Development (HUD) for 2007 through 2012; and

WHEREAS, the Town of Apple Valley and City of Victorville's Consolidated Plan includes Strategic Plan and Action Plan priorities for the HOME Consortium; and

WHEREAS, it is the desire of the Town of Apple Valley and the City of Victorville to extend their consortium agreement so as to continue to implement the objective of increasing the local supply of decent affordable housing available to low- and very-low income residents; and

WHEREAS, it is the desire of the Town of Apple Valley and the City of Victorville that this Agreement be automatically renewed every three years unless the Town of Apple Valley or the City of Victorville elects not to participate in the consortium in an upcoming qualification period.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. TRUE AND CORRECT.** The above recitals are true and correct.

2. **RENEW A CONSORTIUM.** The Town of Apple Valley and the City of Victorville hereby renew a consortium hereinafter the "Consortium", for the purpose of receiving HOME funds and promoting affordable housing.

3. **COMPLIANCE WITH LAW.** All members of the Consortium agree to comply with the applicable portions of: Title 24, Subtitle A, Part 92 of the Code of Federal Regulations (F.F.R.); the Housing and Community Development Act of 1974 as amended; Title 24, Chapter V, Part 570 of the C.F.R.; Title 24, Subtitle A, Part 58 of the C.F.R.; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Excessive Orders 11246, 11063 and 11593; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; Title 24, Part 42 of the C.F.R.; OMB Circular A-122 and Attachments A,B, C, F, H, N and O; the Archeological and Historical Preservation Act of 1974; the Architectural Barriers Act of 1968; the Hatch Act (Chapter 15 of Title 5, U.S.C.); the Flood Disaster Protection Act of 1974; the Clean Air Act (42 U.S.C. Section 1857 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.); the Drug-Free Workplace Act of 1988.

3.1 **FAIR HOUSING.** Each member of the Consortium shall affirmatively further fair housing.

4. **TERM OF AGREEMENT.** In accordance with section 92.101(c) of the C.F.R., this Agreement cannot be terminated for a period of three federal fiscal years beginning with federal fiscal year 2007.

5. **AUTOMATIC RENEWAL AND TERMINATION.** By the date specified in HUD's consortium designation notices, COUNTY shall notify each CITY in writing of City's right not to participate in the Consortium for the upcoming three-year qualification period. CONSORTIUM shall also send a copy of the above notice to HUD Field Office by the date specified in the Consortia designation notice. Prior 150 days before the conclusion of each term, any member may withdraw from the Consortium for the upcoming period by notifying CONSORTIUM in writing of its election not to participate. Unless such notice is received, the Agreement shall automatically renew upon the commencement of each three-year qualification period. If a notice not to participate is received from a member of the consortium, the remaining members may elect to form a new consortium so long as they continue to meet all applicable requirements.

6. **REQUIRED AMENDMENTS.** Notwithstanding the above, in the event that amendments to this Agreement are necessary to meet cooperation agreement requirements identified in this applicable Consortia Qualification Notice, the CITIES must amend this Agreement for the subsequent three-year

qualification period. In such event the CONSORTIUM must submit the amendment to HUD as specified in the Consortia Qualification Notice. Failure to comply with the requirements set forth in this Section 6 will void the automatic renewal provision of this Agreement set forth in Section 5 above.

- 7. PROGRAM ADMINISTRATION.** The Program Administrator for this Consortium shall be the Town of Apple Valley. The Program Administrator shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with Title 24, Part 92 of the Code of Federal Regulations. The Program Administrator shall be specifically responsible for the following:

7.1 RESPONSIBILITY FOR THE CITY OF VICTORVILLE.

- a Receipt, disbursement and accounting of all HOME Program and matching funds;
- b Submission of a Consolidated Plan or other subsequent document as required by HUD;
- c Submission of all reports and data as may be required by HUD, to include all the performance measurements required;
- d Preparation of annual sub-recipient agreements;
- e Technical assistance on all aspects of the HOME Program.

- 8. CONTRACT ADMINISTRATION.** The Economic and Community Development Director of the Town of Apple Valley shall administer this Agreement. The City of Victorville agrees to supply to the Town of Apple Valley within a reasonable period of time after request, progress reports, performance measurements, or other documentation as shall be required by the Town of Apple Valley's contract administrator to audit performance of this Agreement.

- 9. RECORDS AND REPORTS.** The Program Administrator shall maintain records as required by HUD. All records of the Town of Apple Valley respecting individual projects and programs shall be open and available for inspection by auditors assigned by HUD during normal business hours of the Town of Apple Valley. The Town of Apple Valley and the City of Victorville shall maintain records and submit such reports and information as may be necessary for the Town of Apple Valley to fulfill its obligations as administrator of the Consortium.

- 10. LIABILITY AND INDEMNIFICATION.** Pursuant to Section 895.4 of the Government Code, The Town of Apple Valley and the City of Victorville agree that each will assume the full liability imposed upon it or any of its officers, agents, or employees for injury caused to the extent of its own negligent or wrongful act or omission occurring in the performance of this Agreement, and each party or parties agree to indemnify and hold harmless the other party for

any loss, cost or expense that may be imposed upon such other party by virtue of Sections 895.2 and 895.6 of the Government Code.

11. NOTICE. Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice or may be served by certified mail.

12. DISTRIBUTION OF FUNDS. HOME Funds shall be distributed to consortium members pursuant to the formula determined by HUD. Consortium members may agree to swap or trade allocations and/or to develop a 2 or 3-year allocation approach for Community Housing Development Organizations (CHDO) funding.

12.1 METHOD OF DISTRIBUTION. No later than 30 calendar days from notification by HUD that HOME Investment Partnerships funds have been awarded to the Consortium, the Program Administrator shall notify each of the CITIES of their respective funding amount. Each jurisdiction will have 80 calendar days from the time of notification to sponsor or submit a proposal for an eligible activity. If a proposal is not sponsored by or received from a CITY during that time period, that CITY'S share of HOME funds shall be distributed according to paragraph 12.2 below. An activity shall be considered eligible if it conforms to the requirements of Title 24, Part 92, Subpart E of the C.F.R. and is within the administrative capacity of the implementing jurisdiction.

12.2 METHOD OF REDISTRIBUTION. All funds recaptured or unused by any member of the Consortium shall be pooled and made available to a jurisdiction with an eligible and ready project or shall be disbursed through a Consortium Program described in Section 13 below. Every attempt shall be made to expend the funds in the housing market area from which they were recaptured.

12.3 ADMINISTRATIVE FEES. Administrative fees, at a percentage not to exceed that allowed by HUD regulations, shall be retained by the Program Administrator for the management of the HOME Program. Only costs associated with the management and administration of the HOME Program may be charged against HOME administrative allocations. In addition, as the lead entity, Apple Valley shall retain 10% of Victorville's annual formula allocation for 2007, and an amount between 5% and up to, but not-to-exceed, 10% each successive year as reasonably determined by Apple Valley and reasonably approved by Victorville, in order to fairly compensate Apple Valley for its administrative responsibilities under this agreement.

12.4 MATCHING CONTRIBUTIONS. The TOWN shall be responsible for meeting the federal matching requirements of section 92.218 and section 92.220 of the F.F.R. for all activities proposed under the Consortium. Any eligible sources of match which are contributed on eligible projects in a member CITY, shall also be reported to the Program Administrator as a matching contribution. Upon request the Program Administrator shall assist and advise CITIES in determining eligible projects and sources of matching funds. If CITY and/or TOWN fees are waived for a project, such fee waivers shall be provided as HOME match. All program income generated by matching funds shall be deposited into the local HOME Trust Fund as defined in section 14 of this Agreement.

12.5 RECAPTURE OF FUNDS. Recapture of funds will be defined as follows:

- a If a member of the Consortium does not sponsor or submit a proposal for an eligible activity in accordance with Section 12.1 of this Agreement, the funds available to the jurisdiction shall become available to all members of the Consortium in accordance with Paragraph 12.2.
- b Notwithstanding the above, CITIES may agree to share funds, sponsor joint projects, or allocate all or some portion of their annual share to another consortium member.
- c Funds not used, including positive balances remaining after an activity is completed may be used by the jurisdiction for future projects unless the Consortium is in danger of recapture in which case the excess funds will be made available to all members of the Consortium in accordance with Section 12.2 of this Agreement.

12.6 COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SET-ASIDE. The HOME Program requires that 15% of project funds be spent on projects which are owned, developed or sponsored by Consortium-certified CHDO. All Consortium members are encouraged to expend a substantial portion of their HOME funds on CHDO projects. In the event the Consortium does not meet its 15% requirement, every effort should be made to redistribute funds in order to meet the 15% requirement. If a portion of the funds is recaptured by the U.S. Dept. of Housing and Urban Development as a result of non-compliance with the CHDO requirement, that loss shall be shared proportionately by all Consortium members (excluding members who have expended at least 15% of their current allocation on CHDO projects).

12.7 EXCLUSION OF FUNDS. This Agreement applies only to those funds received under the HOME Program and program income generated by HOME funds and matching contributions. This Agreement does not apply to or control funds other than those described in this section.

12.8 CONSORTIUM'S OBLIGATION TO DISTRIBUTE FUNDS. If HOME funds are not awarded to the Consortium by HUD, the Consortium's obligation to distribute those funds to Consortium members will be terminated.

13. HOUSING PROGRAMS AVAILABLE TO CONSORTIUM MEMBERS. The Program Administrator will administer the programs which will be available to Consortium member jurisdictions. Availability of the programs will be determined by the each member jurisdiction and will be available until there are sufficient resources to operate the program and the administrative capacity of the Program Administrator.

14. LOCAL HOME TRUST FUND. The Program Administrator shall be responsible for maintaining a local HOME Trust Fund account. Any repayments of HOME funds and matching contributions and any payment of interest or other return on the investment of HOME funds and matching contributions must be placed in the local HOME Trust Fund account. TOWN has the responsibility for monitoring and reporting to HUD on the use of any such local HOME Fund moneys and Consortium shall require appropriate record keeping and reporting by CITIES as may be needed for this purpose. In the event the Consortium dissolves, any HOME program income that is on hand or received subsequent to the dissolution shall be paid into the local HOME Trust Fund administered by the TOWN as a Program Administrator for use by former consortium members from which the program income was received. In the event the Consortium is renewed at the end of the 3-year term of this agreement, any currently participating CITY that does not continue to participate, automatically forfeits any and all future program income.

15. CONSOLIDATED PLAN. The Program Administrator shall be responsible for preparation and submission of a consolidated plan or subsequent document that may replace the Consolidated Plan under 24 CFR 91.

15.1 APPROVAL OF CONSOLIDATED PLAN: The Consolidated Plan, or other subsequent document that may replace the Consolidated Plan, shall not be submitted to HUD until it has been approved by a majority of the designated representatives of the Consortium.

15.2 AMENDMENTS TO THE CONSOLIDATED PLAN: Any required amendments to the Consolidated Plan, or other subsequent document required by HUD, shall be made in accordance with 24 C.F.R. Part 91.

16. NEW MEMBERS. New members to the Consortium may be allowed upon proof a request to join the Consortium as provided for below.

16.1 AUTHORIZING RESOLUTIONS. Each request to join the Consortium must be accompanied by certified copies of authorizing resolutions by the governing body of the local government.

16.2 AVAILABILITY OF HOME FUNDS. HOME funds shall not be available to a new member of the Consortium until the fiscal year in which HUD includes that locality in its calculations for distribution of HOME funds.

16.3 AUTHORITY TO AMEND AGREEMENT TO ADD NEW MEMBERS. The Program Administrator is authorized to amend the Consortium Agreement on behalf of the entire Consortium to add new members to the Consortium.

17. AUTHORITY TO JOIN CONSORTIUM. Each member of the Consortium hereby certifies that it is authorized to enter into this Agreement. Authorizing resolutions from the governing body of each unit of local government joining the Consortium are incorporated into this Agreement under Attachment A and made part of this Agreement.

18. COOPERATION UNDERTAKING HOUSING ASSISTANCE UNDER HOME. Each member of the Consortium agrees to cooperate to undertake or to assist in the undertaking of housing assistance activities for the HOME Program.

19. MINOR AMENDMENTS TO THE AGREEMENT. Should it become necessary to change the language of this agreement to meet HUD approval, without making substantive changes and without altering the intent of this Agreement, such changes may be made administratively with the unanimous written consent of all of the CITY Administrators/Managers and the TOWN Program Administrator.

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AGENDA ITEM

CITY COUNCIL MEETING OF: September 19, 2006

SUBMITTED BY: John A. McGladrey
City Engineer

DATE: September 11, 2006

SUBJECT: Resolution 06-157, Measure I, Four-Year Capital Improvements Program.

RECOMMENDATION: That the City Council adopt Resolution 06-157, adopting the Measure I Four Year Capital Improvement Program.

FISCAL IMPACT: None

Budget Amount:
Budget Acct. No.:

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

DISCUSSION: Each year in accordance with the State Measure I Expenditure Plan, the City adopts a Four Year Capital Improvement Program and a Twenty Year Transportation Plan. Since the closeout of Measure I is less than 5 years away, SANBAG is requiring adoption of a Four Year Plan. New Twenty-Year Plans are no longer required. Upon adoption, the City Clerk forwards a copy to SANBAG for inclusion in planning documents.

RESOLUTION NO. 06-157

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE ADOPTING THE MEASURE I FOUR-YEAR
CAPITAL IMPROVEMENT PROGRAM AND RESCINDING
RESOLUTION NO. 05-179**

WHEREAS, the State Legislature has enacted the Local Transportation Authority and Improvement Act approved through a county-wide election held on November 7, 1989; and

WHEREAS, the ½ of 1% retail transactions and use tax was on the ballot as Measure I; and

WHEREAS, the Measure I Expenditure Plan requires each City and the County to adopt a four-year Capital Improvement Program and a twenty-year overall plan for transportation projects for their respective agencies; and

WHEREAS, a four year Measure I Capital Improvement Program, attached hereto and by this reference made part hereof, have been prepared for the City of Victorville; and

WHEREAS, this resolution supersedes Resolution No. 05-179, which was passed, approved, and adopted on the 7th day of November 2005.

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

SECTION 1. That the four-year Capital Improvement Program prepared by City staff are hereby adopted.

SECTION 2. That the City Clerk of the City of Victorville is hereby directed to forward a copy of this resolution to the San Bernardino Associated Governments (SANBAG).

CITY OF VICTORVILLE

Measure I Four Year
Capital Improvement Program

Expenditure Strategy
2006-2007

The City currently has several major street projects that are scheduled for construction this fiscal year. The projects include new streets, pavement rehabilitation, widening, and traffic signal improvements and modifications.

The Air Expressway street improvements project from National Trails Highway to Village Drive will widen and improve the existing street. The plans are 100% complete and the project will be advertised early next year. It has been delayed due to right of way issues. Measure I arterial fund expenditures are estimated at \$3.5 million.

The Hesperia Road street improvement project from Seneca Rd. to "D" St. (Phase II) has been awarded. Construction is imminent.

The Mojave Dr./I-15 Bridge widening design is ready to list and advertising is expected within 60 days.

Nisqualli Rd. plans are 90% complete. Construction is scheduled to commence in Fall 2006. Environmental studies have slowed the project. Many rights of entry are needed for this project. This project has been broken into two phases with 7th Avenue being the split. Approximately \$3,250,000 of Measure I arterial is earmarked for this project.

Design of the La Mesa/Nisqualli Interchange has commenced as the Environmental Document has been approved by FHWA. The acquisition of Right of Way will be commencing within 60 days. The Four Year Plan earmarks \$8.7 million for design, right of way and construction.

In summary, projects totaling \$18 million in Measure I funds are anticipated to be either completed or in progress by the end of this fiscal year. The City's intention is to implement the plan described above, however, the prioritization of the projects are subject to the direction of City Council and may change before the end of the fiscal year.

CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010

YEAR	STREET & LIMITS	IMPROVEMENT	COST ESTIMATE	MEASURE I ESTIMATE
	REGIONAL/ARTERIAL FUNDS			
06/07	AEROSPACE DR.			
	Phantom West to 2400' east	New Road	\$ 1,562,000	\$ 1,562,000
	AIR EXPRESSWAY			
	National Trails Hwy to Village Dr	Widen and improve	\$ 3,500,000	\$ 3,400,000
	AMETHYST ROAD			
	Palmdale Rd	Construct signal, road widening	\$ 380,000	\$ 380,000
	Bear Valley Rd to Luna Rd	Reconstruct, pavement rehab	\$ 2,000,000	\$ 500,000
	ANDOVER DRIVE			
	Green Hill Dr. to Puesta Del Sol	Reconstruct	\$ 80,000	\$ 80,000
	ARLETTE DRIVE			
	Hook Blvd to Mojave Dr.	Reconstruct	\$ 190,000	\$ 190,000
	BEAR VALLEY ROAD			
	BNSF Bridge	Bridge widening	\$ 200,000	\$ 200,000
	Dunia Plaza	Upgrade signal	\$ 20,000	\$ 20,000
	GEORGE BLVD.			
	Phantom West to Sabre	Reconstruct Road	\$ 1,593,684	\$ 1,593,684
	HESPERIA ROAD			
	Seneca Rd to D St.	Reconstruct & widen	\$ 3,000,000	\$ 2,500,000
	HIGH DESERT CORRIDOR			
	Hwy 395 to I-15	Construct interchange and 4-lane hwy		
		Preliminary Engineering	\$ 500,000	\$ 100,000
		Environmental Study (City 20%)	\$ 550,000	\$ 100,000
	INNOVATION WAY			
	Aerospace	Construct signal	\$ 250,000	\$ 250,000
	Phantom West	Construct signal	\$ 250,000	\$ 250,000
	Phantom West to 1770' west	Construct new 4 lane road	\$ 1,896,034	\$ 1,896,034
	MOJAVE DRIVE			
	I-15 Interchange	Construction	\$ 500,000	\$ 500,000
	NATIONAL TRAILS HIGHWAY			
	Mojave River Br to City Limit	Barrier rail replacement Truss Rehab	\$ 400,000	\$ 400,000
	NISQUALLI ROAD			
	I-15 Overpass	Design/PS & E	\$ 2,500,000	\$ 500,000
		Right of Way	\$ 3,000,000	\$ 300,000
	Balsam Rd to Hesperia Rd	Reconstruction & widening	\$ 3,500,000	\$ 1,750,000
	OTTAWA ROAD			
	Hesperia Rd to Railroad	Widen, curb & gutter, s/w, overlay	\$ 250,000	\$ 250,000
	PEPPERTREE DRIVE			
	Tawney Ridge Rd to Puesta Del Sol	Reconstruct	\$ 75,000	\$ 75,000
	ROUTE 395			
	City limits	Realignment study	\$ 25,000	\$ 25,000
	ROY ROGERS BLVD.			
	Amargosa Rd to I-15	Widen, curb & gutter, sidewalk	\$ 300,000	\$ 300,000
	SENECA ROAD			
	Hesperia Rd to 7th St	Reconstruct	\$ 1,200,000	\$ 500,000
	SPRING VALLEY PKWY			
	Bear Valley to Pahute	Realign	\$ 450,000	\$ 450,000

CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010

	VALLEY CENTER DRIVE			
	Outer Seventh St to Lorene Dr	Widen and improve, construct turn lanes	\$ 500,000	\$ 200,000
	La Paz Dr to Lorene Dr	Reconstruct	\$ 400,000	\$ 200,000
	VILLAGE DRIVE			
	Mojave Dr to Amargosa Rd	Rehabilitate pavement	\$ 500,000	\$ 200,000
	CITYWIDE			
	Traffic Control	O & M	\$ 1,176,240	\$ 1,176,240
	Traffic Engineering	Studies, signal timing	\$ 260,000	\$ 260,000
		Slurry, cape seal program	\$ 700,000	\$ 700,000
		Video Detection-Retrofit	\$ 150,000	\$ 150,000
		SUB-TOTAL	\$ 31,857,958	\$ 20,957,958

07/08	ADELANTO ROAD			
	*Air Expressway to Bartlett Ave.	Widen and improve	\$ 660,000	\$ 200,000
	*Bartlett Ave. to Crippen Ave.	Widen and improve	\$ 825,000	\$ 200,000
	BEAR VALLEY ROAD			
	Bridge Widening @ BNSF	Construction	\$ 3,000,000	\$ 400,000
	EL EVADO ROAD			
	Hopland Rd to Air Base Rd	Construct 4 lane road	\$ 3,000,000	\$ 500,000
	EUCALYPTUS			
	I-15 Construct Interchange	Project Report	\$ 150,000	\$ 150,000
	GREEN TREE BLVD			
	Hesperia Rd to Yucca Loma Bridge	Construct road and share of bridge		
		Design	\$ 500,000	\$ 100,000
	HIGH DESERT CORRIDOR			
	Hwy 395 to I-15	Environmental Study	\$ 500,000	\$ 100,000
		Preliminary Engineering	\$ 500,000	\$ 100,000
		Design	\$ 1,000,000	\$ 200,000
	HOOK BLVD			
	El Evado Rd to Amargosa Rd	Reconstruct	\$ 850,000	\$ 800,000
	MOJAVE DRIVE			
	I-15 Interchange	Construction	\$ 3,600,000	\$ 2,000,000
	NATIONAL TRAILS HIGHWAY			
	I-15 to Turner Rd	Widen to 4-lanes	\$ 1,500,000	\$ 200,000
	Mojave River Br.	Truss Rehabilitation	\$ 600,000	\$ 600,000
	NISQUALLI ROAD			
	Balsam Rd to Hesperia Rd	Widen & Improve Construction	\$ 3,500,000	\$ 1,500,000
	I-15 Overpass	Construction	\$ 1,000,000	\$ 400,000
	PERIMETER ROAD			
	Phantom West to 1 mile North	Construct 2-lane road	\$ 1,000,000	\$ 200,000
	ROUTE 395			
	City limits	Realignment study	\$ 25,000	\$ 25,000
	CITYWIDE			
	Traffic Control	O & M	1,236,581	\$ 1,236,581
	Traffic Engineering	Studies, signal timing	\$ 260,000	\$ 260,000
		Slurry, cape seal program	\$ 700,000	\$ 700,000
		Video Detection-Retrofit	\$ 150,000	\$ 150,000
		SUB-TOTAL	\$ 24,556,581	\$ 10,021,581

CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010

09/10	BEAR VALLEY RD			
	3rd Ave.	Construct signal	\$ 250,000	\$ 250,000
	EAST/WEST CORRIDOR			
	Hwy 395 to I-15	Construction	\$ 3,000,000	\$ 600,000
	EL EVADO ROAD			
	Luna Rd	Construct signal	\$ 250,000	\$ 250,000
	GREEN TREE BLVD			
	Hesperia Rd to Yucca Loma Bridge	Construction	\$ 2,500,000	\$ 400,000
	NISQUALLI ROAD			
	I-15 Overpass	Construction	\$ 15,000,000	\$ 7,000,000
	ROUTE 395			
	City limits	Realignment study	\$ 25,000	\$ 25,000
	7TH AVENUE			
	Bear Valley Rd to Burwood	Reconstruct	\$ 300,000	\$ 300,000
	CITYWIDE			
	Traffic Control	O & M	\$ 991,784	\$ 991,784
	Traffic Engineering	Studies, signal timing	\$ 195,000	\$ 195,000
		Slurry, cape seal program	\$ 700,000	\$ 700,000
		Video Detection-Retrofit	\$ 150,000	\$ 150,000
		SUB-TOTAL	\$ 23,361,784	\$ 10,861,784

4 YEAR ARTERIAL TOTAL	\$ 100,801,341	\$ 54,426,341
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CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010

LOCAL FUNDS				
06/07	CENTER STREET			
	Hesperia Rd to 7th St	Reconstruct road	\$ 300,000	\$ 100,000
	ENTERPRISE WAY			
	Nisqualli Rd. to Ottawa	Overlay	\$ 150,000	\$ 100,000
	LA PAZ DRIVE			
	Mojave Dr. to Plaza Dr.	Reconstruct	\$ 500,000	\$ 200,000
	7th St. to Seneca Rd.	Reconstruct	\$ 400,000	\$ 200,000
	LUNA ROAD			
	Cardinal St to Hwy 395	Construct 2-lane road	\$ 300,000	\$ 150,000
	NUTRO WAY			
		Overlay	\$ 20,000	\$ 20,000
	RODEO DRIVE			
	Green Tree Blvd to Seneca Rd	Rehabilitate pavement	\$ 500,000	\$ 200,000
	SHAY RD			
	Turner Rd to half mile north	2-lane road	\$ 350,000	\$ 150,000
	SILICA DR.			
	2nd Ave. to 3rd Ave.	2 lane road	\$ 200,000	\$ 100,000
	SOUTH MOJAVE DRIVE			
	7th Street to Victor St. to End	Reconstruction	\$ 300,000	\$ 100,000
	SYCAMORE STREET			
	Cobalt Rd. to Hwy 395	Rehab, widen and straighten	\$ 100,000	\$ 100,000
	TURNER ROAD			
	Phantom to National Trails Hwy	Realing & Improve	\$ 500,000	\$ 200,000
	At National Trails Hwy	Realign	\$ 200,000	\$ 100,000
	YATES RD			
	Arrowhead to Green Tree Blvd	Widen with curb & gutter	\$ 150,000	\$ 150,000
	3rd AVENUE			
	Silica to Burwood	construct 2 lane road	\$ 150,000	\$ 150,000
	CITYWIDE			
	Traffic counts		\$ 25,000	\$ 25,000
	VARIOUS STREETS			
		Pavement overlay	\$ 300,000	\$ 300,000
		Micropaving	\$ 197,456	\$ 197,456
		Asset Management Software	\$ 28,500	\$ 28,500
		Opticom	\$ 120,000	\$ 120,000
		Radio Links	\$ 36,000	\$ 36,000
		Signal Maintenance	\$ 457,780	\$ 457,780
		Monitoring Camera, Bear Valley/Amargosa	\$ 40,000	\$ 40,000
		SUB-TOTAL	\$ 5,324,736	\$ 3,224,736

CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010

07/08	COTTONWOOD AVE			
	Bear Valley Rd to Mariposa Rd	Widen and improve	\$ 66,000	\$ 66,000
	LA PAZ DRIVE			
	Fairgrounds to Mojave Dr	Rehabilitate pavement	\$ 500,000	\$ 500,000
	PACOIMA ROAD			
	Bear Valley Rd to La Mesa Rd	Rehabilitate pavement	\$ 400,000	\$ 400,000
	PLAZA DRIVE			
	7th St. to La Paz Dr	Rehabilitate pavement	\$ 150,000	\$ 150,000
	TAWNEY RIDGE LANE			
	Village Dr to East End	Reconstruct pavement	\$ 350,000	\$ 350,000
	VERDE DRIVE			
	Hesperia Rd to So Mojave Dr	Rehabilitate pavement	\$ 100,000	\$ 100,000
	VICTOR STREET			
	7th St to So Mojave Dr	Rehabilitate pavement	\$ 170,000	\$ 170,000
	2ND AVENUE			
	Jasmine St. to Country Ranch Ct.	Pave 2 lanes, missing link	\$ 200,000	\$ 200,000
	MISCELLANEOUS STREETS			
	a) 1st. Ave. @ Silica Dr.	Widening	\$ 70,000	\$ 70,000
	CITYWIDE			
	Traffic counts		\$ 25,000	\$ 25,000
	Maintenance	Pavement overlay	\$ 300,000	\$ 300,000
	Maintenance	Micropaving	\$ 237,547	\$ 237,547
		Asset Management Software	\$ 28,000	\$ 28,000
		Opticom	\$ 120,000	\$ 120,000
		Radio Links	\$ 36,000	\$ 36,000
		Signal Maintenance	\$ 481,264	\$ 481,264
		SUB-TOTAL	\$ 3,233,811	\$ 3,233,811

**CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010**

08/09	RODEO DRIVE			
	Seneca Rd. to Victor St.	Reconstruct	\$ 220,000	\$ 100,000
	CITYWIDE			
	Traffic counts		\$ 25,000	\$ 25,000
	MISCELLANEOUS STREETS			
		Pavement overlay	\$ 300,000	\$ 300,000
		Micropaving	\$ 249,733	\$ 249,733
		Asset Management Software	\$ 28,000	\$ 28,000
		Opticom	\$ 120,000	\$ 120,000
		Radio Links	\$ 36,000	\$ 36,000
		Signal Maintenance	\$ 505,953	\$ 505,953
		SUB-TOTAL	\$ 1,484,686	\$ 1,364,686

09/10	CITYWIDE			
	Traffic counts		\$ 20,000	\$ 20,000
	MISCELLANEOUS STREETS			
		Pavement overlay	\$ 220,000	\$ 220,000
		Micropaving	\$ 190,521	\$ 190,521
		Opticom	\$ 90,000	\$ 90,000
		Radio Links	\$ 27,000	\$ 27,000
		Signal Maintenance	\$ 385,992	\$ 385,992
		SUBTOTAL	\$ 933,513	\$ 933,513

4 Year Total \$ 8,756,746

CITY OF VICTORVILLE
MEASURE I, FOUR YEAR PLAN 2006/2010

ELDERLY AND HANDICAPPED FUNDS				
06/07		Transportation	\$ 391,574	\$ 391,574
07/08		Transportation	\$ 411,662	\$ 411,662
08/09		Transportation	\$ 432,780	\$ 432,780
09/10		Transportation	\$ 330,168	\$ 330,168
		SUB-TOTAL	\$ 1,566,184	\$ 1,566,184
4 YEAR, ELDERLY AND HANDICAPPED FUNDS			\$ 1,566,184	\$ 1,566,184

*Project totals that exceed actual revenues will cause some projects to be dropped.

Contact:	Name: John McGlade	Measure I Revenue Estimate (4 Years)	\$ 64,770,712
	Phone No.: (760) 955-5158	Regional/Arterial	\$ 54,426,341
	Resolution No. 06-157	Local	\$ 8,756,746
	M:MIMD99-DRB.DOC	E & H Transit	\$ 1,566,184
		4 Year Plan Total	\$ 64,749,271

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AGENDA ITEM

CITY COUNCIL MEETING OF; SEPTEMBER 19, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 9/11/06

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 _____

CB/dl

Council Reports
#10
09-19-06

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