

**SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY
AGENDA**

REGULAR MEETING
NOVEMBER 7, 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

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AGENDA ITEM

SCLRA REGULAR MEETING
MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 10/31/06

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
11-7-06

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**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY AGENDA**

REGULAR MEETING
NOVEMBER 7, 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
MEETING HELD AUGUST 15, 2006

WRITTEN COMMUNICATIONS

3. PRESENTATION OF REQUEST TO APPROVE AN AGREEMENT WITH I.C.E.
BUILDERS TO SEAL THE FLOOR DRAINS AND CONCRETE JOINTS IN
HANGAR 676 AND TO APPROPRIATE ADDITIONAL FUNDS IN THE AMOUNT
OF \$46,736.80 FROM THE 2005 BOND PROCEEDS (76947)

***ADJOURNMENT

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AGENDA ITEM

SCLAA REGULAR MEETING
MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 10/31/06

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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Public Comment
#2
11-7-06

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**REGULAR MEETING
OF THE SOUTHERN CALIFORNIA
LOGISTICS AIRPORT AUTHORITY
AUGUST 15, 2006**

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor Dennison of the 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: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director/City Manager; Carolee Bates, Authority Secretary/City Clerk; John Becker, Fire Chief; Dave Leef, Division Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Jeff Lewis, Administrative Operations Assistant; Kevin Collins, Plan Check Manager; Jorge Duran, Code Enforcement Supervisor; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Adele Mosher, Assistant 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 Kimberly Cox, Senior Management Analyst II.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO AUTHORIZE THE SCLA EXECUTIVE DIRECTOR TO ACCEPT, ON BEHALF OF THE AIRPORT AUTHORITY, AN AIRPORT IMPROVEMENT GRANT FOR CONSTRUCTION OF A NEW FUEL FARM AT SCLA

Consent
#2
11-7-06

It was moved by Board Member Almond, seconded by Board Member Cabriales, to approve and accept the Airport Improvement Grant for construction of a new fuel farm at SCLA; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO AT SYSTEMS SECURITY, INC. FOR AIRPORT SECURITY SERVICES FOR SCLA IN THE AMOUNT OF \$294,669.48

It was moved by Board Member Hunter, seconded by Board Member Almond, to award a contract to AT Systems Security, Inc.; motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVAL OF AN ADDITIONAL APPROPRIATION OF \$500,000.00 FOR FABRICATION AND DELIVERY OF WATER TANK FOR DELUGE PUMP HOUSE #2 PROJECT AT SCLA

It was moved by Board Member Almond, seconded by Board Member Cabriales, to approve additional appropriations for fabrication and delivery of water tank for deluge pump house #2 project at SCLA; motion carried unanimously.

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 items, announced that he did not anticipate any reportable action and 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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

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

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AUTHORITY SECRETARY



AGENDA ITEM

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

MEETING OF: November 7, 2006

SUBMITTED BY: Peter Soderquist
Airport Director

DATE: October 10, 2006

SUBJECT: AGREEMENT WITH I.C.E. BUILDERS TO SEAL THE FLOOR DRAINS AND CONCRETE JOINTS IN HANGAR 676

RECOMMENDATION: Request an additional appropriation of \$46,736.80 from 2005 Bond Proceeds (76947) and authorize sealing the floor drains and concrete joints in Hangar 676.

FISCAL IMPACT: The cost to seal the floor drains and joints is \$46,736.80.

BUDGETED AMOUNT:

BUDGET ACCT: 2005 Bond Proceeds-76947

Finance Dept. Use Only

Additional Appropriation

No
 Yes/\$Amount \$46,736.80
Finance Director Review
\$ Approval CP

DISCUSSION

Wide body aircraft are painted by Leading Edge Aircraft Services in Hangar 676. A recent visit from the Base Realignment and Closure (BRAC) Environmental Coordinator resulted in a request to seal the floor drains and the concrete joints in Hangar 676 to prevent chemicals from the painting operation from migrating under Hangar 676. A quote in the amount of \$ 42,488.00 was received from ICE Builders to do this work.

ICE Builders performed this same work at Hangar 756 and to a limited extent, in Hangar 676 also. This would be a continuation of their previous type of work.

It is respectfully requested the Airport Authority authorize the appropriation of \$42,488.00 plus ten percent contingency for a total of \$46,736.80 and contract with ICE Builders to reseal the floor drains in Hangar 676.

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

Written
#3
11-7-06

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

TAX ALLOCATION PARITY BONDS
SERIES 2005 A

\$42,185,000
Fund 76947

Fund 76947		Budget			Actual		
Prog #	Program	Private Participation	Other	Total	Expended as of 9/20/06	Encumbered as of 9/20/06	TOTAL AS OF 9/20/06
CARRY OVER OF BOND PROCEEDS - FUND 76944 and 76945		-294,366.91	14,390,604.38	14,096,237.47			16,231,030.90
TOTAL AVAILABLE/BOND PROCEEDS FOR SERIES 2005A		4,218,500.00	32,827,714.93	37,046,214.93			37,046,214.93
Projects Completed							
65047	Land purchased at I15 and Nisqualli	2,365,000.00	1,939,795.00	4,304,795.00	4,304,795.00		4,304,795.00
90056	New Roof (Bldg 552)		55,330.00	55,330.00	55,330.00		55,330.00
90059	Modifications to Hangar 676	1,592,039.34		1,592,039.34	1,592,039.34		1,592,039.34
90076	Environmental & Safety Upgrades (Hgr 756)		430,100.00	430,100.00	450,810.25		450,810.25
96063	Helicopter Op Area - Site Prep		5,900.00	5,900.00	5,900.00		5,900.00
00000	2006 Stirling Budget (Transfer to Stirling)		672,331.00	672,331.00	672,331.00		672,331.00
00000	VVEDA Land Purchase (near City Hall)		1,898,988.84	1,898,988.84	1,898,988.84		1,898,988.84
96065	Imprvm of common areas-Hangars 1,2 & 676		2,246,575.00	2,246,575.00	2,246,575.00		2,246,575.00
Total Projects Completed		3,957,039.34	7,249,019.84	11,206,059.18	11,226,769.43		11,226,769.43
Council Approved - Work in Progress							
00000	Airport DCB Loan - Principal & Interest		647,000.00	647,000.00	286,070.20		286,070.20
00000	2007 Stirling Budget (Transfer to Stirling)		2,150,746.00	2,150,746.00	1,768.99		1,768.99
70708	SCLA Power Plant #1 Expansion		6,840,530.11	6,840,530.11	3,378,861.92	86,062.91	3,464,924.83
90501	Airport Business Development		545,400.00	545,400.00	1,092.81		1,092.81
90601	Rail Right of Way Acq (Transfer to Rail Auth)		2,258,541.92	2,258,541.92	3,049,682.74		3,049,682.74
96058	Automatic Weather Observation System		60,000.00	60,000.00			
96066	Fire Suppression & Water Related Equipment		1,000,000.00	1,000,000.00	911,181.00		911,181.00
90059	Modification to Fire Sprinklers-Hgr 676		110,000.00	110,000.00			
90064	Modification to Fire Sprinklers-Hgr 683		75,000.00	75,000.00			
96071	Perimeter Improvements - Road		91,900.00	91,900.00			
	Hgr 676 - Seal, Floor Drains & Joints		46,750.00	46,750.00			
	1st Phase Buildout of Airport Projects		5,380,834.00	5,380,834.00			
Total Work in Progress			19,206,702.03	19,206,702.03	7,628,657.66	86,062.91	7,714,720.57
Possible Projects							
	Eng Design-SCLA Power Plant #2		500,000.00	500,000.00			

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

TAX ALLOCATION PARITY BONDS
SERIES 2005 A

\$42,185,000
Fund 76947

Fund 76947		Budget			Actual		
Prog #	Program	Private Participation	Other	Total	Expended as of 9/20/06	Encumbered as of 9/20/06	TOTAL AS OF 9/20/06
	Cargo Vehicle Gate*		50,000.00	50,000.00			
	3,000 ARFF Truck*		46,500.00	46,500.00			
	Taxiway Charlie 3*		25,000.00	25,000.00			
	Perimeter Improvements - Fence		11,000.00	11,000.00			
	Re-roof of Upper Roof for Hangar 683		150,000.00	150,000.00			
	Re-roof of Bldg 551		60,000.00	60,000.00			
	LAV Truck Dump Station		25,000.00	25,000.00			
	Test Heli Pad		25,000.00	25,000.00			
	Runway Sweeper*		15,000.00	15,000.00			
	3,000 gal ARFF Truck*		50,000.00	50,000.00			
	Temporary Power - Hangar 3		1,500,000.00	1,500,000.00			
	Temporary Power - Hangar 4		283,000.00	283,000.00			
	Natural Gas Metering Station		1,200,000.00	1,200,000.00			
	Total Possible Projects		3,940,500.00	3,940,500.00			
	TOTAL PROGRAMMED	3,957,039.34	30,396,221.87	34,353,261.21	18,855,427.09	86,062.91	18,941,490.00
	Remaining Amount For Fund 76947	261,460.66	2,431,493.06	2,692,953.72			18,104,724.93
	TOTAL REMAINING FROM FUNDS 76944, 76945 & 76947	-32,906.25	16,822,097.44	16,789,191.19			34,335,755.83

*Matching Portion; balance from grant

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**VICTORVILLE REDEVELOPMENT AGENCY
AGENDA**

REGULAR MEETING
NOVEMBER 7, 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 CONSENT CALENDAR
AS FOLLOWS:
 - A. 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:
 1. MAP CASE NO. 01-04-12 (YGLESIAS, JR.)
 2. MAP CASE NO. 04-09-02 (BALLOU)
 - B. PRESENTATION OF REQUEST TO APPROVE THE MINUTES FROM
THE MEETING HELD AUGUST 15, 2006

WRITTEN COMMUNICATIONS

3. PRESENTATION OF REQUEST TO AUTHORIZE THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE VICTOR VALLEY TRANSIT AUTHORITY (VVTA) AND TO AUTHORIZE AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$1,520,000 FROM THE BEAR VALLEY REDEVELOPMENT PROJECT AREA 2006 BOND PROCEEDS

***ADJOURNMENT



VICTORVILLE
California

AGENDA ITEM

RDA REGULAR MEETING
MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 10/31/06

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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VICTORVILLE

California

AGENDA ITEM

VICTORVILLE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING
OF: November 7, 2006

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: 10/30/2006

SUBJECT: Substitution of Trustee and Deed of Reconveyance
MAP Case No. 01-04-12 - David A. Yglesias, Jr. and Perlita Olaes Yglesias

RECOMMENDATION: That Your Honorable Board of Directors authorize the execution, by the Director, of a Substitution of Trustee and Deed of Reconveyance attached herein and regarding the above referenced Mortgage Assistance Case Number.

FISCAL IMPACT: -- FINANCE DEPARTMENT USE ONLY --

Budget Amount: \$
Budget Account No.

Additional Appropriation:
[] No
[] Yes/\$Amount

Finance Director Review & Approval

DISCUSSION: The Agency has been requested by David A. Yglesias, Jr. and Perlita Olaes Yglesias (hereinafter referred to as the participant) that a reconveyance to the Deed of Trust providing them with down payment assistance be granted. Within the attached you will find a Substitution of Trustee and Deed of Reconveyance and a copy of the Deed of Trust and Promissory Note executed and recorded against the residence. The Agency received from the participant a check in the amount of \$4,916.00. Broken down and satisfying the requirements of the Deed of Trust, this amounts to \$4,900.00 in principal and \$0.00 in interest, and a \$16.00 recording fee.

As known by this Board, the RDA was authorized to provide down payment assistance to first time homebuyers with very low, low and moderate income. To satisfy the request of the participant in paying off the outstanding loan, a Substitution of Trustee and Deed of Reconveyance is required prior to a formal reconveyance of the note. Given your authorization to execute the Substitution of Trustee and Deed of Reconveyance, the Agency will file the document with the County Recorder's Office and erase the loan as outstanding to the Agency.

Staff is requesting your favorable consideration on this item.

KCM:tlm
Attachments: Substitution of Trustee and Deed of Reconveyance

Consent
#2A-2
11-7-06

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

A WORLD OF OPPORTUNITY

RECORDED AT THE REQUEST
OF THE CITY OF VICTORVILLE

WHEN RECORDED, MAIL TO:
VICTORVILLE REDEVELOPMENT AGENCY
ATTN: KEITH C. METZLER
P.O. BOX 5001
VICTORVILLE, CA 92393-5001

SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

Owner and Holder of the Note secured by the Deed of Trust dated May 10, 2001, executed by David A. Yglesias, Jr. and Perlita Olaes Yglesias as original Trustor; Steart Title of California, Inc. as original Trustee; and Victorville Redevelopment Agency, as original Beneficiary; which Deed of Trust recorded May 24, 2001, as Instrument No. 20010201916 of Official Records of San Bernardino County, in the State of California and

THE UNDERSIGNED being the present legal owner and holder of the indebtedness secured by said Deed of Trust, hereby substitutes himself as Trustee in lieu of above named Trustee under said Deed of Trust.

THE UNDERSIGNED hereby accepts said appointments as Trustee under said Deed of Trust and as Successor Trustee pursuant to request of said Owner and Holder and in accordance with the provisions of said Deed of Trust does **HEREBY RECONVEY WITHOUT WARRANTY TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO** all estate now held by him/her/them as Trustee under said Deed of Trust.

IN WITNESS WHEREOF OWNER AND SUCCESSOR TRUSTEE THE UNDERSIGNED has caused his presence to be executed on November 8, 2006.

City of Victorville Redevelopment Agency

Keith C. Metzler, Director of Economic Development

State of California
County of San Bernardino

On _____, 2006, before me, Terri L. Monteleone, Notary Public, personally appeared Keith C. Metzler, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature



VICTORVILLE
California

AGENDA ITEM

VICTORVILLE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING
OF: November 7, 2006

SUBMITTED BY: Keith C. Metzler 
Director of Economic Development

DATE: October 30, 2006

SUBJECT: Subordination Request
MAP Case No. - 04-09-02 Lathresia Ballou

RECOMMENDATION: That Your Honorable Board of Directors authorize the execution, by the Director, of a Subordination Agreement attached herein and regarding the above referenced Mortgage Assistance Case Number.

-- FINANCE DEPARTMENT USE ONLY

FISCAL IMPACT:

Budget Amount: \$
Budget Account No..

Additional Appropriation:

- No
- Yes/\$Amount _____

DISCUSSION: The Agency has been requested by Lathresia Ballou, that a subordination of the MAP loan that provided her with down payment assistance be granted. If approved, such subordination will allow for Ms. Ballou to obtain a home equity line of credit to finance improvements that qualify under the Agency Curb Appeal Program. The Agency will maintain a third mortgage encumbrance position until said improvements are complete. Once the Agency has received the proof of completed improvements, the Agency will reconvey according to the Curb Appeal guidelines.

Staff is requesting your favorable consideration on this item.

KCM:tlm
Enclosure: Subordination Agreement

CITY OF VICTORVILLE

14343 Civic Drive • Victorville, CA 92392 • 760.955.3851 760.269.0081 Fax

A WORLD OF OPPORTUNITY

Consent
#2A-2
11-7-06

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Victorville Redevelopment Agency
14343 Civic Drive
Victorville, CA 92392

ESCROW NO:
TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 3094-351-25

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made October 30, 2006, by Lathresia A. Ballou, owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and Victorville Redevelopment Agency, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary;"

WITNESSETH

THAT WHEREAS, Lathresia A. Ballou, did execute a Deed of Trust, dated September 15, 2004, to Commonwealth Land Title Company as Trustee, covering:

LOT 50 OF TRACT NO. 15186-2, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 254, PAGE(S) 22 TO 25, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

to secure a Note in the sum of \$10,000.00 , dated September 15, 2004, in favor of Victorville Redevelopment Agency, which Deed of Trust was recorded as Instrument No. 20040712544, on September 30, 2004, in Book , Page , Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$47,000, dated November 9, 2006, in favor of State Farm Bank, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, lender is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned, and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

APN: 3094-351-25

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
 - (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
 - (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
 - (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.
-

APN: 3094-351-25

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Keith C. Metzler
Director of Economic Development

Lathresia Ballou

Beneficiary

Owner(s)

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF CALIFORNIA
COUNTY OF San Bernardino

On _____, before me, Terri L. Monteleone, Notary Public, personally appeared Keith Metzler, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature _____

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ before me, _____ personally appeared

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.

Signature _____



**REGULAR MEETING OF THE
VICTORVILLE REDEVELOPMENT AGENCY
AUGUST 15, 2006**

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor Dennison of the 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: Board Members Almond, Cabriales, Caldwell, Hunter and Rothschild

ABSENT: None

Also present were Jon Roberts, Executive Director/City Manager; Carolee Bates, Agency Secretary/City Clerk; John Becker, Fire Chief; Dave Leef, Division Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Jeff Lewis, Administrative Operations Assistant for PIO; Kevin Collins, Plan Check Manager; Jorge Duran, Code Enforcement Supervisor; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Adele Mosher, Assistant 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 Kimberly Cox, Senior Management Analyst II.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-06-008

It was moved by Board Member Caldwell, seconded by Vice Chairman Cabriales, to adopt Resolution No. R-06-008 entitled:

**RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY
APPROVING A MARKETING PROGRAM AGREEMENT BY AND BETWEEN**

Consent
#2B
11-7-06

RDA MINUTES
AUGUST 15, 2006
Page 2 of 2

THE VICTORVILLE REDEVELOPMENT AGENCY AND INLAND EMPIRE
ECONOMIC PARTNERSHIP

Motion carried unanimously.

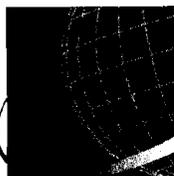
ADJOURNMENT

There being no further business to come before the Agency, Chairman
Rothschild duly adjourned the meeting.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AGENCY SECRETARY



VICTORVILLE

California

VICTORVILLE REDEVELOPMENT AGENCY BOARD OF DIRECTORS MEETING OF: November 7, 2006

SUBMITTED BY: Keith C. Metzler 
Director of Economic Development

DATE: October 27, 2006

SUBJECT: Foxborough Land Assembly
Purchase Agreement – Victor Valley Transit Authority

RECOMMENDATION: That Your Honorable Board of Directors authorize the execution of a Purchase and Sale Agreement with the Victor Valley Transit Authority (VVTA) and authorize an additional appropriation in the amount of \$1,520,000 from the Bear Valley Redevelopment Project Area 2006 bond proceeds.

FISCAL IMPACT: \$1,520,000

--FINANCE DEPARTMENT USE ONLY--

Budget:

Budget Account No.: 540100 76931 90021 89048 54113 No

Additional Appropriation:

Yes/\$Amount \$1,520,000

Approved 

DISCUSSION: On May 16, 2006, Your Honorable Board of Directors approved a Memorandum of Understanding with both the VVTA and Space Center, Mira Loma for the ultimate purpose of conducting necessary due diligence to perform a land swap. Originally, the primary goal for performing the land swap was to substitute property currently owned by VVTA (parcels I, J, K & L) with parcels D through H. The swap would then permit Space Center, Mira Loma to combine parcels I through L with parcels M through O (which are already owned by Space Center). Altogether, the swap would create a 32.6-acre parcel, which is large enough to accommodate further industrial expansion in the Foxborough Industrial Park.

As a result of our due diligence with Space Center and the VVTA, the VVTA concluded that both their Foxborough Land holdings or the proposed swap parcels have too great of an infrastructure challenge and that neither of the sites are conducive to the VVTA's goals of building its fleet storage/maintenance facility in a timely manner. Accordingly, the Agency and Space Center agreed to assist the VVTA in finding an alternative location for the VVTA facility. On October 13, 2006, Space Center had an offer accepted on 10+ acres of property located in the City of Hesperia, more particularly located at Smoketree and E Avenue. The site proposed for acquisition by Space Center has been determined suitable by VVTA and preliminarily by the City of Hesperia.

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

A WORLD OF OPPORTUNITY

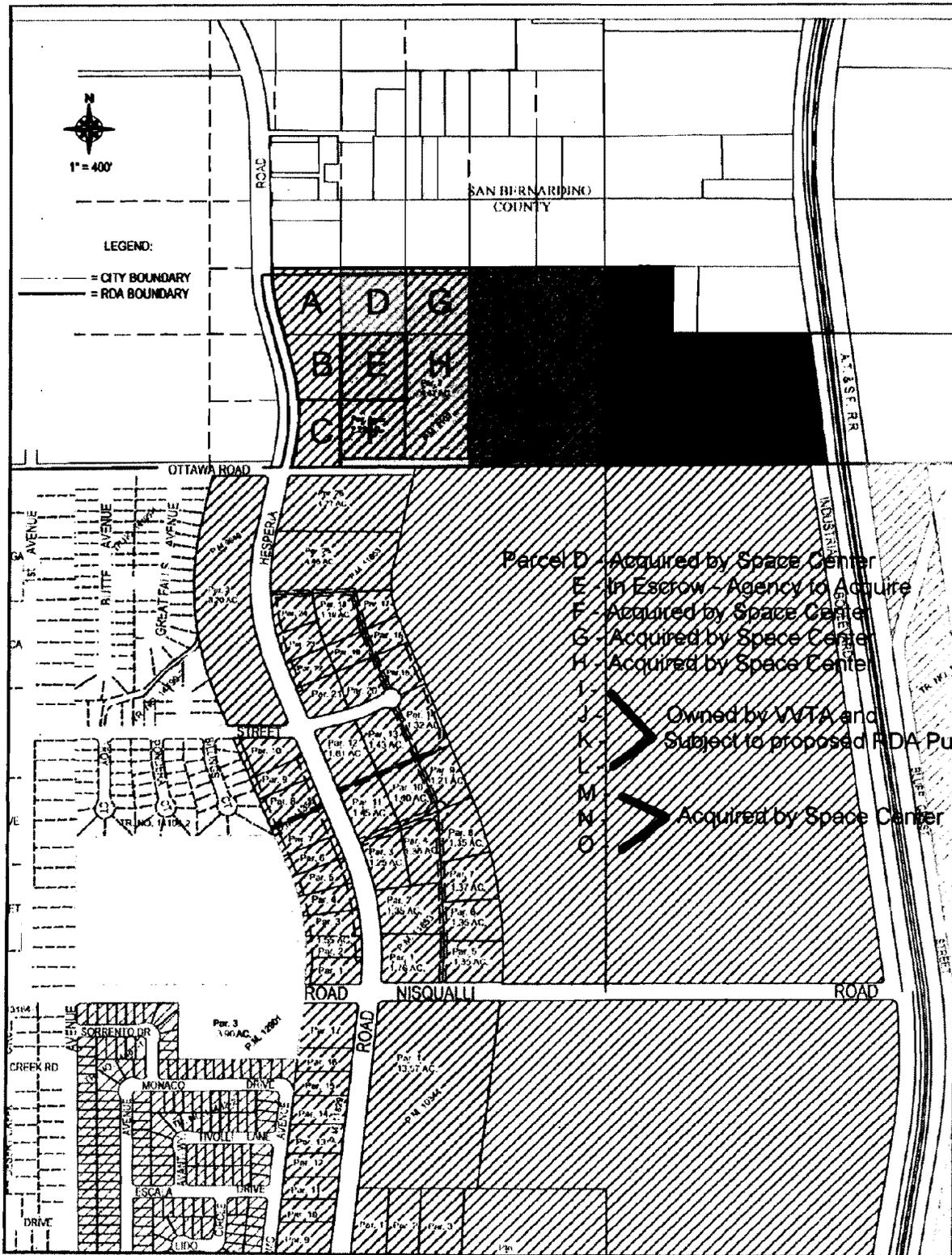
Written
#3
11-7-06

To complete the transaction, Space Center and the Agency have engaged environmental, engineering, and appraisal services to perform a phase 1 environmental, ALTA survey and land appraisal. Upon them being completed, VVTA would assume the role of purchaser for the Smoketree property. For VVTA to complete the Hesperia site, they require the funding to do so. To accomplish this, the Agency has agreed to acquire the 13.95 – acre VVTA site in Foxborough for \$2.50 per square foot or \$1,520,000 (the appraised value).

Finally, it is expected, at a later date, that the Agency will resell the 13.95-acre site to Space Center to complete the larger land assembly. Therefore, staff recommends approval and remains available for any questions or comments you might have.

KCM:jrt

Attachments: Foxborough Site Map
Purchase and Sale Agreement
May 16, 2006 Staff Report – VVTA MOU
May 16, 2006 Staff Report – Space Center MOU



PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

THE VICTOR VALLEY TRANSIT AUTHORITY

AND

THE VICTORVILLE REDEVELOPMENT AGENCY

THIS AGREEMENT is made and entered into as of the Effective Date, by and between the Victor Valley Transit Authority (hereinafter referred to as "VVTA") a joint powers authority duly formed in accordance with the laws of the State of California, and the Victorville Redevelopment Agency (hereinafter referred to as the "Agency"), a public body corporate and politic, organized and existing under the laws of the State of California (hereinafter collectively referred to as "Parties").

RECITALS:

WHEREAS, the Agency is authorized and empowered by the Community Redevelopment Law, Chapter 1 of Division 24 of the California Health and Safety Code, as amended (the "Community Redevelopment Law"), to enter into agreements for the purchase and sale of real property or any interest in property and assist in the redevelopment of real property within a redevelopment project area conforming with a redevelopment plan adopted for such area; and

WHEREAS, the Agency, along with the City of Victorville (the "City") have previously adopted a redevelopment plan known as the Bear Valley Road Redevelopment Plan, which encompasses the Bear Valley Road Project Area (the "Redevelopment Plan"); and

WHEREAS, the Agency goals for the Bear Valley Project Area (the "Project Area") include fostering the development of industrial and manufacturing type uses; and

WHEREAS, VVTA is the owner of certain real property comprised of four (4) contiguous parcels totaling 13.95 acres located within the Project Area north of the Foxborough Industrial Park located in the City of Victorville, California, as more fully described in Exhibit "A" hereto and incorporated herein by this reference (the "VVTA Property"); and

WHEREAS, VVTA, after performing due diligence along with the Agency, VVTA has determined that the VVTA Property is not the most useful site to suit VVTA's needs; and

WHEREAS, VVTA has found a suitable alternate site to meet its needs in the neighboring jurisdiction of the City of Hesperia which VVTA intends to purchase ("Hesperia Property"); and

WHEREAS, VVTA has offered to sell the VVTA Property to the Agency and the Agency desires to purchase the VVTA Property from VVTA; and

WHEREAS, the Agency desires to acquire the VVTA Property in order to facilitate redevelopment within the Project Area involving the expansion of industrial and manufacturing type uses upon the VVTA Property; and

WHEREAS, the requirements necessary to carry out the purchase and sale of real property which is the subject of this Agreement have been met, including all requirements under Section 33391 of the Health and Safety Code and the Parties hereto are duly authorized to enter into this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, IN CONSIDERATION OF THE PRECEDING RECITALS AND THE MUTUAL PROMISES AND COVENANTS HEREINAFTER CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Section 1 Subject of Agreement

1.1 Purposes of Agreement. The purpose of this Agreement is to effectuate redevelopment within the boundaries of the City of Victorville by facilitating the purchase of property necessary for the expansion of industrial and manufacturing type uses within the Project Area as contemplated by the Redevelopment Plan. The purchase of real property pursuant to this Agreement, and the fulfillment of the Agreement, are in the vital and best interest of the City, the Agency, and the health, safety, morals and welfare of the City's residents, and are in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 The Redevelopment Plan. This Agreement shall be subject to the provisions of the Community Redevelopment Law and the Redevelopment Plan.

1.3 Parties to the Agreement.

a. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law, Health and Safety Code Section 33000, et seq. The principal office of the Agency is located at 14343

Civic Drive, Victorville, California 92392. As used in this Agreement, the term "Agency" shall be deemed to include the Agency and any assignee and/or successor to the Agency or to its rights, powers and responsibilities under this Agreement.

b. VVTA is the Victor Valley Transit Authority, a joint powers authority duly formed in accordance with the laws of the State of California. The principal office of VVTA is located at 11741 East Santa Fe Avenue, Hesperia, CA 92345. As used in this Agreement, the term "VVTA" shall be deemed to include VVTA and any assignee and/or successor to VVTA or to its rights, powers and responsibilities under this Agreement.

Section 2 Purchase and Sale; Price

2.1 Subject to the terms and conditions of this Agreement, VVTA shall sell to the Agency, and the Agency shall purchase from VVTA, all of VVTA's rights, title and interests in and to the VVTA Property.

2.2 The purchase price for the VVTA Property shall be one million, five hundred twenty thousand dollars (\$1,520,000), payable by the Agency to VVTA at the closing of escrow. This purchase price reflects the amount as determined in the appraisal dated May 24, 2006, and equals two dollars and fifty cents per square foot (\$2.50/sf).

Section 3 Escrow and Transfer of Ownership

3.1 The Agency and VVTA acknowledge that for the purchase and sale of the VVTA Property under this Agreement, an escrow will be opened with Chicago Title Company located at 17330 Bear Valley Road, Suite 101, Victorville, CA 92395 and an escrow agent designated ("Escrow Agent"). The Agency and VVTA further acknowledge that VVTA's acquisition of the Hesperia Property shall be simultaneously administered under the same escrow referenced herein.

3.2 The Agency and VVTA shall provide and execute such additional escrow instructions consistent with this Agreement as shall be necessary. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of this Section in writing, shall deliver such acceptance to the Agency and VVTA, and within five (5) calendar days after the establishment of escrow, shall carry out its duties as the Escrow Agent hereunder.

3.3 The Agency and VVTA shall deliver to the Escrow Agent all documents necessary for the conveyance of title to the VVTA Property, to the extent provided in this Agreement, in conformity with, within the times, and in the manner provided in this Agreement.

3.5 Payment of Escrow fees:

The Agency shall pay all escrow fees related to the transfer of the VVTA property from VVTA to the Agency, promptly after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but in any event, prior to closing of escrow.

3.6 Execution of Grant Deed:

VVTA shall prepare, timely and properly execute, acknowledge and deliver to the Escrow Agent a grant deed conveying to the Agency title to the VVTA Property in accordance with the requirements of this Agreement in substantially the same form as that attached hereto as Exhibit "B" and incorporated herein by reference (the "VVTA Grant Deed"). Reasonable costs, as approved by the Agency, associated with the preparation, execution and delivery of the VVTA Grant Deed shall be borne by the Agency.

3.7 The Escrow Agent shall cause a Preliminary Title Report to be prepared, if not already done so, and issued by Chicago Title Company (the "Title Company") for the VVTA Property and shall promptly provide the Agency and VVTA with copies thereof along with legible copies of all reported title exceptions. The Agency shall pay for all costs incurred in the preparation of the Preliminary Title Report for the VVTA Property. The Agency and VVTA must approve the Preliminary Title Report prepared for the VVTA Property in writing as a condition precedent to close of escrow.

3.8 If determined as financially feasible to the parties of escrow, all funds received in escrow shall be deposited by the Escrow Agent in an insured account with any state or national bank doing business in the State of California, and such funds may be combined with other escrow funds of the Escrow Agent. Such funds shall draw the highest reasonable rate of interest and such interest shall accrue to the party to this Agreement who shall have made the deposit thereof with the Escrow Agent.

3.9 Conveyance of Title and Delivery of Possession:

a. Subject to the conditions set forth in Section 3.11 hereof and to any mutually agreed upon written extension of time or extensions otherwise authorized by this Agreement, conveyance to the Agency of title to the VVTA Property in accordance with the provisions of this Section shall be completed within ninety (90) days from the effective date of this Agreement ("Close of Escrow"). The Agency and VVTA agree to perform all acts necessary for conveyance of title to Agency of the VVTA Property in the form and to the extent required herein, in sufficient time for title to be conveyed in accordance with this provision.

b. Possession of the VVTA Property shall be delivered to the Agency concurrently with the conveyance of title.

3.10 When the Parties have each deposited into escrow all documents and any funds as required by this Agreement and Section 3.11, the Escrow Agent shall promptly file for recordation among the land records in the Office of the County Recorder where the Property is located the grant deed conveying to the Agency title to the VVTA Property. The Escrow Agent shall thereafter promptly provide a copy of said recorded document to both Parties, and shall promptly deliver to the Agency a title insurance policy insuring title to the VVTA Property in conformity with this Agreement.

3.11 Conditions for Close of Escrow:

a. VVTA shall have taken all necessary steps required by this Agreement and California law to convey good and marketable title to the VVTA Property free of any title defects, liens, encumbrances, conditions, covenants, restrictions and other adverse interests of record or known to VVTA, subject only to those exceptions approved by Agency in writing.

b. The Agency shall have deposited into the escrow all sums required to be deposited by it into the escrow pursuant to this Agreement.

3.12 Concurrently with recordation of the grant deed to the VVTA Property, the Title Company shall provide and deliver to the Agency a C.L.T.A. or at Agency's option and cost, an ALTA owners policy of title insurance issued by the Title Company insuring that the title to the VVTA Property is as required pursuant to the terms of this Agreement.

Section 4 Effect of Purchase of Hesperia Property

VVTA's successful acquisition of the Hesperia Property is not an express condition precedent to the obligations of either party in this Agreement. In the event that VVTA is unable to successfully enter into a contract for the Hesperia

Property as anticipated above, the Agency shall determine whether, in its discretion, it intends to complete the sale and purchase of the VVTA Property as contemplated in this Agreement.

Section 5 Board Approval

Final approval of this Agreement is subject to the formal approval of the Boards of both VVTA and the Agency.

Section 6 Environmental Review

Upon the opening of escrow, VVTA shall make the VVTA Property available for Agency or its assignees or agents to conduct soils and environmental investigations. VVTA acknowledges and agrees that Agency satisfaction with soil and environmental review is a condition precedent to completion of this Agreement. In the event the Agency determines the soil and environmental reviews are not satisfactory, Agency may cancel the Agreement without further expense or delay, and VVTA shall not be entitled to any reimbursement for moneys expended in connection with the Agreement, nor any portion of good faith deposit.

Section 7 Inspection

The Agency has inspected and evaluated the VVTA Property to ensure that it has been properly maintained. The Agency shall bear its own costs for inspecting and approving the VVTA Property.

Section 8 Condition of property as-is

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

Section 9 Maintenance

Prior to the transfer of ownership of the VVTA Property by VVTA to Agency, as provided herein, VVTA shall be responsible for the maintenance of the VVTA Property and shall maintain and transfer same to Agency in as good condition as it was at the time of execution of this Agreement.

Section 10 Insurance

VVTA shall be responsible for maintaining fire and casualty insurance on the VVTA Property until close of escrow.

Section 11 Assumption of Risk

VVTA agrees to assume all risk of loss involving the VVTA Property until close of escrow, except to the extent any liability or loss is directly caused by actions of the Agency.

Section 12 Brokers and Finders.

Agency and VVTA warrant that the execution of this Agreement was not induced or procured through any person, firm, or corporation acting as a broker or finder. Each Party agrees to indemnify and hold the other harmless from and against any damage, liability or cost, including without limitation, reasonable attorneys' fees, arising from or in connection with any claim by any other person, firm, or corporation based upon their having acted as broker or finder for or in connection with this transaction on behalf of such party.

Section 13 Entire Agreement

This Agreement (including Exhibits which are attached and incorporated by reference) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may only be modified or amended by a written instrument executed by VVTA and Agency.

Section 14 Time is of the Essence

Time is of the essence of this Agreement.

Section 15 Headings

The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 16 Counterparts

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 17 Successors and Assigns

Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the Parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Section 18 Attorneys' Fees; Costs of Litigation

If any legal action or any other proceeding is brought by the Parties for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

Section 19 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 20 Non Liability of Officials and Employees of City

No member, official or employee of the Agency shall be personally liable to VVTA or any successor in interest, in the event of any Default or breach by Agency or for any amount which may become due to VVTA or its successors, or on any obligations under the terms of this Agreement.

Section 21 Interpretation

As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

Section 22 Legal Advice

The Parties represent and warrant 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 23 Jointly Drafted

It is agreed to by and between the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties, and that it shall not be interpreted or construed in favor or against either party on the ground that said party drafted the Agreement. It is also agreed and represented by all Parties that this Agreement was the result of extended negotiations between the Parties, and that said Parties were of equal or relatively equal bargaining power. In no way whatsoever shall it be deemed that this Agreement is a contract of adhesion, is unreasonable or unconscionable. The language of this Agreement shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 24 Effective Date

This Agreement shall become effective as of the last date of execution by each of the persons set forth on the signature page below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

"VVTA"
VICTOR VALLEY TRANSIT AUTHORITY

By: _____

"AGENCY"
VICTORVILLE REDEVELOPMENT AGENCY

By: _____
Chairman

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
GREEN, DE BORTNOWSKY &
QUINTANILLA, LLP
Agency Counsel

VICT\0023\DOC\054.DOC
09/05/06 hvt

EXHIBIT "A"

[PROPERTY DESCRIPTION VVTA PROPERTY]

Properties located in the City of Victorville, County of San Bernardino, State of California, identified with the following Assessor Parcel Numbers:

3090-401-05	2.5 ±	Acres
3090-401-06	2.5 ±	Acres
3090-411-04	4.76 ±	Acres
3090-411-05	4.19 ±	Acres



[EXHIBIT "B" FORM FOR GRANT DEED FOR VVTA PROPERTY]

GRANT DEED

Recording Requested by:

CITY OF VICTORVILLE

After Recordation, Mail to:

CITY OF VICTORVILLE
P.O. BOX 5001
Victorville, California 92393-5001
ATTN: Carolee Bates, City Clerk

GRANT DEED

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

VICTOR VALLEY TRANSIT AUTHORITY, a joint powers authority duly formed in accordance with California law (the "Grantor"), hereby grants to VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic, (the "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference. The Property is conveyed subject to the Purchase and Sale Agreement entered into between the Grantor and the Grantee, dated _____, 2006, (herein referred to as the "Agreement").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this ____ day of _____, 2006.

Grantor:

VICTOR VALLEY TRANSIT AUTHORITY

By: _____

The provisions of this Grant Deed are hereby approved and accepted.

Grantee:

VICTORVILLE REDEVELOPMENT AGENCY

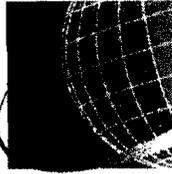
By: _____
Chairman

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
Counsel for Grantee

EXHIBIT "A" TO GRANT DEED FOR WVTA PROPERTY



VICTORVILLE
VICTORVILLE REDEVELOPMENT AGENCY
REDEVELOPMENT AGENCY BOARD MEETING
MEETING OF: May 16, 2006

SUBMITTED BY: Keith C. Metzger
Director of Economic Development

DATE: May 8, 2006

SUBJECT: Memorandum of Understanding (MOU) – Victor Valley Transit Authority (VVTA)

RECOMMENDATION: That Your Honorable Board of Directors approve the proposed MOU with the VVTA.

FISCAL IMPACT: None

Budget:
Budget Account No.:

--FINANCE DEPARTMENT USE ONLY--

Additional Appropriation:

No

Yes/\$Amount _____

Approved _____

DISCUSSION: Staff has been previously directed to determine the feasibility in assembling the remaining properties within the northern part of the Foxborough Industrial Park. The subject parcels are identified as parcels D through O within the attached map and constitute approximately 53 acres of undeveloped land. The property is immediately north of the Nutro pet food plant and it is expected that if the assembly can be achieved that we can further develop the subject site for industrial purposes. Currently staff is working with Space Center, Mira Loma to ultimately build out the subject property. Space Center, Mira Loma has already closed upon four parcels; parcels D, M, N, and O which amount to approximately 20 acres. This MOU is necessary as an initial effort to ultimately accomplish relocating VVTA from property it owns to property immediately west of and adjacent to the property it owns. Currently VVTA is the owner of parcels I, J, K, and L. This MOU is intended to ultimately substitute parcels I, J, K, and L with parcels D, E, F, G, and H. The ultimate goal of this assembly is to assemble parcels I, J, K, and L with parcels M, N, and O. The total proposed assembly area for Space Center is estimated at 32.6 acres, which if built out for industrial purposes could accommodate 850,000 square feet of manufacturing/industrial space. If successful said land assembly would permit the agency to encourage a more efficient use on property in the redevelopment project area. The MOU is proposed to run through June 30, 2006. Staff remains available for any questions or comments you may have.

KCM:jrt

Attachments: Site Map
VVTA – MOU

CITY OF VICTORVILLE

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

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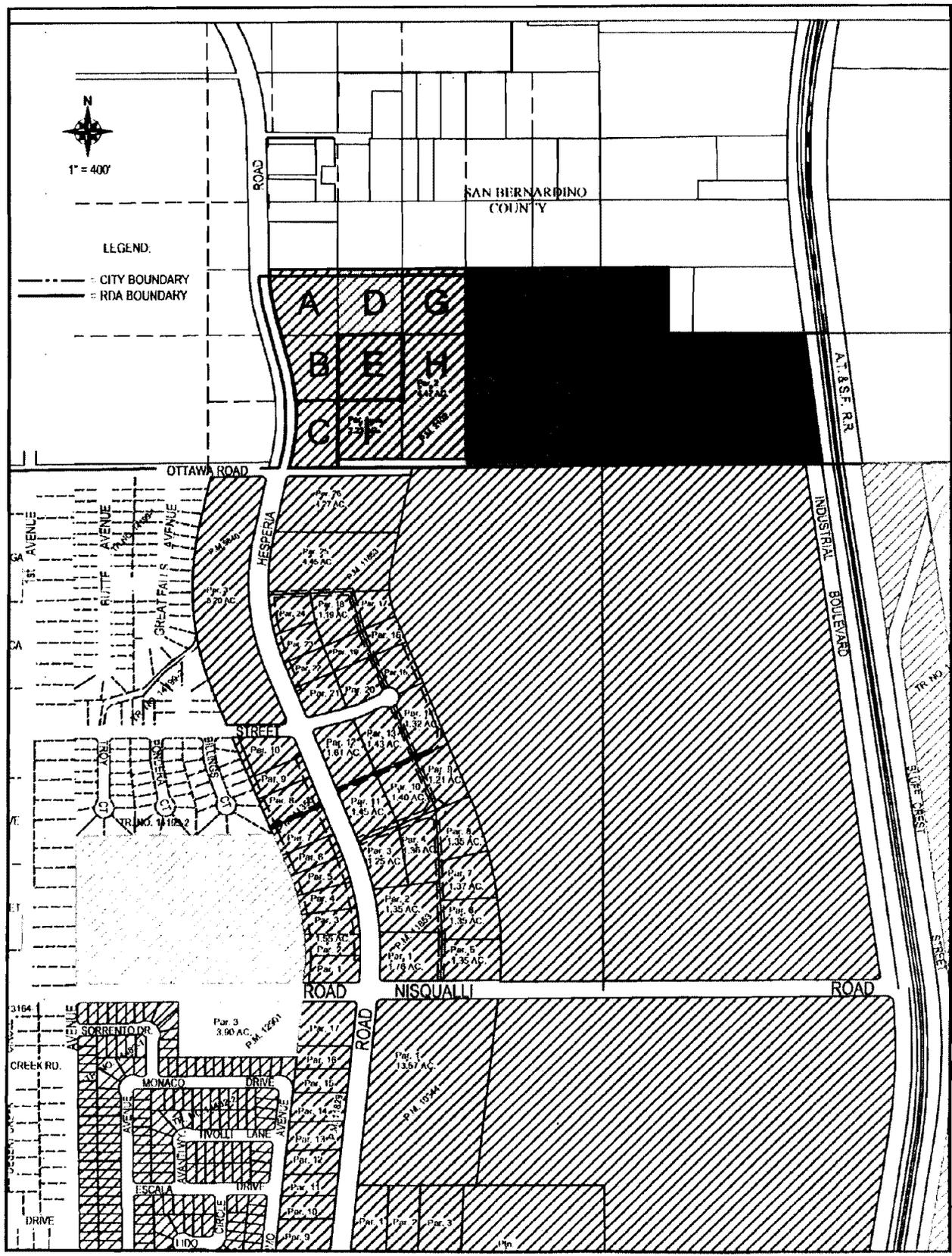
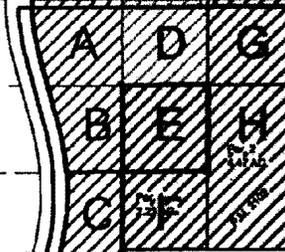


1" = 400'

LEGEND.

- - - - - CITY BOUNDARY
- RDA BOUNDARY

SAN BERNARDINO COUNTY



MEMORANDUM OF UNDERSTANDING

VICTOR VALLEY TRANSIT AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into as of the ____ day of May, 2006, by and between THE VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), and THE VICTOR VALLEY TRANSIT AUTHORITY, a joint powers authority duly formed in accordance with California law ("VVTA"), on the terms and conditions set forth below.

RECITALS

A. WHEREAS, the Agency, along with the City of Victorville (the "City") have previously adopted a redevelopment plan known as the Bear Valley Road Redevelopment Plan which encompasses the Bear Valley Road Project Area (the "Redevelopment Plan"); and

B. WHEREAS, the Agency goals for the Bear Valley Project Area (the "Project Area") include fostering the development of industrial and manufacturing type uses; and

C. WHEREAS, VVTA is the owner of certain real property comprised of four (4) contiguous parcels totaling 15.10 acres located within the Project Area north of the Foxborough Industrial Park, referred to herein as the "VVTA Property", described as:

APN 3090-401-05: 2.5 acres
APN 3090-401-06: 2.5 acres
APN 3090-411-04: 5.06 acres
APN 3090-411-05: 5.04 acres; and,

D. WHEREAS, the Agency is in the process of acquiring and/or facilitating the acquisition of certain property comprised of five (5) contiguous parcels totaling 14.52 acres located just west of the VVTA Property, referred to herein as the "Agency Property", and described as:

APN 3090-401-07: 2.5 acres
APN 3090-401-08: 2.5 acres
APN 3090-411-01: 2.51 acres (owned by other)
APN 3090-411-02: 2.54 acres
APN 3090-411-03: 4.47 acre,

which property the Agency intends to exchange with VVTA (the "Property Exchange") in order to facilitate the development of a large One Million square feet (1,000,000 sq. ft.) facility encompassing the current VVTA Property and the property to its immediate east in accordance with the provisions of the Redevelopment Plan (the "Project").

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

Section 1. Negotiations.

The Agency and VVTA hereby agree to negotiate diligently and in good faith during the Term (as defined below) in order to determine the scope and feasibility of the Property Exchange, and, if determined to be feasible, to enter into subsequent agreements memorializing the Property Exchange. The Agency agrees to negotiate exclusively with VVTA, and not with any other person or entity, with regard to the Property Exchange and development of the New VVTA Facility during the Term; except to the extent that negotiations for the acquisition of the Agency Property and/or the conveyance of the VVTA Property require the participation of the developer of the Project. The exclusivity granted by the Agency in this Agreement is as to the Property Exchange, and the Agency reserves the right to engage in discussions or negotiations, or to finalize agreements, with other parties for other projects, including other industrial projects, including those that are nearby or adjacent to the Agency Property.

Section 2. Term of Agreement.

The term of this Agreement (the "Term") shall commence on the date set forth in the initial paragraph of this Agreement, and end at 5:00 p.m. on June 30, 2006 unless otherwise terminated as provided herein; provided, however, that the Term may be extended for an additional sixty (60) day period upon the mutual written approval of both parties.

Section 3. Basis for Negotiations.

The parties agree that the negotiations shall be conducted in accordance with the following covenants, concepts and components:

a. VVTA shall make good faith efforts to gain the approval required from the Federal Transportation Authority required for Property Exchange. Said efforts shall be a condition precedent to the property exchange.

b. The parties understand that the parcels comprising the Agency Property are currently owned by third parties. The Agency shall make good faith efforts to acquire the properties necessary to facilitate the Property Exchange. Said efforts shall be precedent to the property exchange.

c. The parties will negotiate in good faith in order to coordinate the provision of any rough grading, flood control improvements, public infrastructure improvements and utilities required in order to render all properties subject to this Property Exchange more usable for the projects contemplated herein.

d. In furtherance of this commitment, Agency agrees to be fully responsible and liable for all costs, expenses, damages and liabilities incurred by VVTA, whether directly or indirectly, which arises out of the prospective or actual Property Exchange, including but not limited to legal fees, consultants fees, contractors' fees, permit fees, and the equivalent hourly rate for time spent by VVTA's administrative staff on activities related to the Property Exchange of the VVTA and Agency properties, regardless of when incurred. The Agency understands and agrees that time is of the essence and that any default by Agency with respect to the completion dates identified in Section 4. will result in damages to VVTA. Therefore, Agency agrees to pay VVTA an amount of \$1,500.00 per day for every day that Agency's performance is delayed beyond the dates identified below.

Section 4. Terms, Conditions and Schedules

The Agency and VVTA agree to the following performance schedule and terms:

The following shall be completed by June 15, 2006:

a. The Agency shall have completed all required due diligence studies for the VVTA Property and the Agency Property for the Property Exchange.

b. The Agency shall provide a preliminary title report and appraisal by a California Certified General appraiser.

c. The Agency shall provide a completed Phase I environmental document.

d. The Agency and VVTA shall allow access to their respective properties for environmental and other due diligence review in order to provide for timely closure of the Property Exchange. Each party shall notify the other of the date and time of the access and the scope of review to be conducted. Such review shall not be

conducted in a way which interferes with the operations at that property, nor shall it impair the security of any secured creditor. Further, the parties agree to restore the property to the original condition upon completion of the review or phase of review.

e. The Agency shall guaranty that any title issues are resolved and shall provide a final title report to VVTA for approval prior to close of the Property Exchange.

The Agency and VVTA shall exchange all documents necessary for recordation of the Property Exchange by June 15, 2006 or upon such later date as agreed upon the mutual written consent of both parties.

Section 5. Mutual Cooperation.

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 6. Environmental Compliance.

The projects contemplated herein are or may be subject to the California Environmental Quality Act ("CEQA") and / or National Environmental Protection Act ("NEPA"), and nothing contained herein shall be deemed a determination by the Agency as to the impacts of the projects on the environment or a waiver of the Agency's rights and duties with respect to the review of such impacts. The projects must comply with the requirements of CEQA and NEPA.

Section 7. Effect of Agreement.

a. This Agreement is the complete and total understanding of the parties with regard to the subject matter hereof. Any changes, modifications or addendums to this Agreement must be in writing, signed by all parties and approved by the Board.

b. Nothing contained in this Agreement shall be construed to require, or have the effect of requiring, the Agency to take any action which is inconsistent with any applicable law.

Section 8. Designation of Negotiators.

VVTA hereby designates its General Manager, Kevin Kane, or any other person(s) as may be designated by the Board of Directors, as the person(s) authorized

to negotiate with the Agency on its behalf. Agency designates Keith Metzler as the individual authorized to negotiate with VVTA on its behalf. The parties may, from time to time, change the individuals authorized to negotiate on their behalf by delivery of written notice to that effect to the other party.

Section 9. Notices.

Any notice, payment or instrument required or permitted by this Agreement, or desired to be given by any party hereto, to be given or delivered to any party or other person shall be deemed to have been received: (i) on the day of delivery if personally delivered; (ii) on the day following the date such notice is sent by recognized overnight delivery service; (iii) on the date sent if sent by electronic facsimile; or (iv) on the date two (2) days after deposit in the United States mail, certified or registered mail, with postage prepaid. Notices shall be addressed as follows:

VVTA: Victor Valley Transit Authority
11741 East Santa Fe Ave
Hesperia, CA 92345
Attn: Kevin Kane, General Manager

with copies to: Office of the San Bernardino County Counsel
385 No. Arrowhead Avenue, 4th Floor
San Bernardino, CA 92415-0140
Attn: Fiona Luke, Deputy County Counsel

and

Parson Brinckerhoff
3930 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89109
Attention: Ram K Kumar

Agency: Victorville Redevelopment Agency
14343 Civic Drive
Victorville, California 92392
Attn: Keith Metzler

With a copy to: Green, de Bortnowsky & Quintanilla
23801 Calabasas Road, Suite 1015
Calabasas, CA 91302
Attn: Andre de Bortnowsky

Any party may change its address for delivery of notice by delivering written notice of such change to the other parties.

Section 10. Captions.

The captions to sections of this Agreement are for convenience only and are not part of this Agreement.

Section 11. Severability.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force and effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 12. No Third Party Beneficiaries.

Except for VVTA's consultants, contractors and attorneys, the parties do not intend the benefits of this Agreement to inure to any third party, nor shall any of this Agreement be so construed.

Section 13. Discretionary Authority Reserved.

This Agreement shall not be interpreted to require the Agency, the City or any other agency of the City to exercise its discretion with respect to the Property Exchange in any predetermined manner, nor to require that the Agency or the City approve the Property Exchange, or any related undertakings. Nothing in this Section modifies the Agency's obligations to compensate VVTA for all costs, including default damages as provided elsewhere in this Agreement.

Section 14. No Joint Venture or Partnership.

Nothing contained in this Agreement shall create or be deemed to create any form of joint venture, partnership or any form of association of any kind or nature between the Agency (or the City) and VVTA.

Section 15. Hold Harmless and Indemnification.

Each of the parties shall indemnify, defend and hold harmless the other party, and its officers, employees, agents and consultants from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses and judgments, including legal costs and attorneys fees arising therefrom, for any injury of any type claimed as a result of any negligent or intentional act or omission of such party arising from or related to this Agreement. This Section is in addition to and not instead of the Agency's other obligations to VVTA.

Section 16. Successors and Assigns.

This Agreement may not be assigned by VVTA to any other person or entity, but shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

Section 17. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

VICTORVILLE REDEVELOPMENT AGENCY

Jon B. Roberts
Executive Director

(SEAL)

Carolee Bates
Secretary

Approved as to form:

Agency Counsel

VICTOR VALLEY TRANSIT AUTHORITY

Timothy J. Jasper
Chairman, Board of Directors

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VICTORVILLE

VICTORVILLE REDEVELOPMENT AGENCY
REDEVELOPMENT AGENCY BOARD MEETING
MEETING OF: May 16, 2006

SUBMITTED BY: Keith C. McLaughlin
Director of Economic Development

DATE: May 9, 2006

SUBJECT: Memorandum of Understanding (MOU) - Space Center - Space Center, Mira Loma Inc.

RECOMMENDATION: That Your Honorable Board of Directors authorize the execution of the proposed MOU between Space Center, Mira Loma and the Victorville Redevelopment Agency

FISCAL IMPACT: \$20,000

---FINANCE DEPARTMENT USE ONLY---

Budget: \$20,000

Additional Appropriation:

Budget Account No.: 540100 76931 90021 89048 54113 No

Yes/\$Amount

Approved

DISCUSSION: Staff has been working with Space Center, Mira Loma Inc. for the purposes of conducting a land assembly that would ultimately facilitate the build out of additional warehouse and manufacturing space within the Foxborough Industrial Park. The subject property is immediately north of the existing Nutro plant. Space Center, Mira Loma coincidentally was the developer of the M&M/Mars facility currently existing and operational within the Foxborough Industrial Park. The opportunity to which Space Center, Mira Loma is looking at involves property immediately north of and adjacent to Ottawa Road east of Hesperia Road. The general makeup of the property includes multiple ownership, therefore to accomplish the ultimate assembly of property large enough to accommodate substantial industrial distribution and manufacturing space the Agency has agreed to assist in facilitating the ultimate land assembly. The land assembly involves both property currently owned by the Agency but also property owned by the VVTA. Through the MOU, Space Center will ultimately serve to assume acquisition of the provisions agreed to in the VVTA MOU. Space Center will also serve to acquire the property swapped under the WBW, Inc. land swap agreement. Staff remains available for any questions or comments.

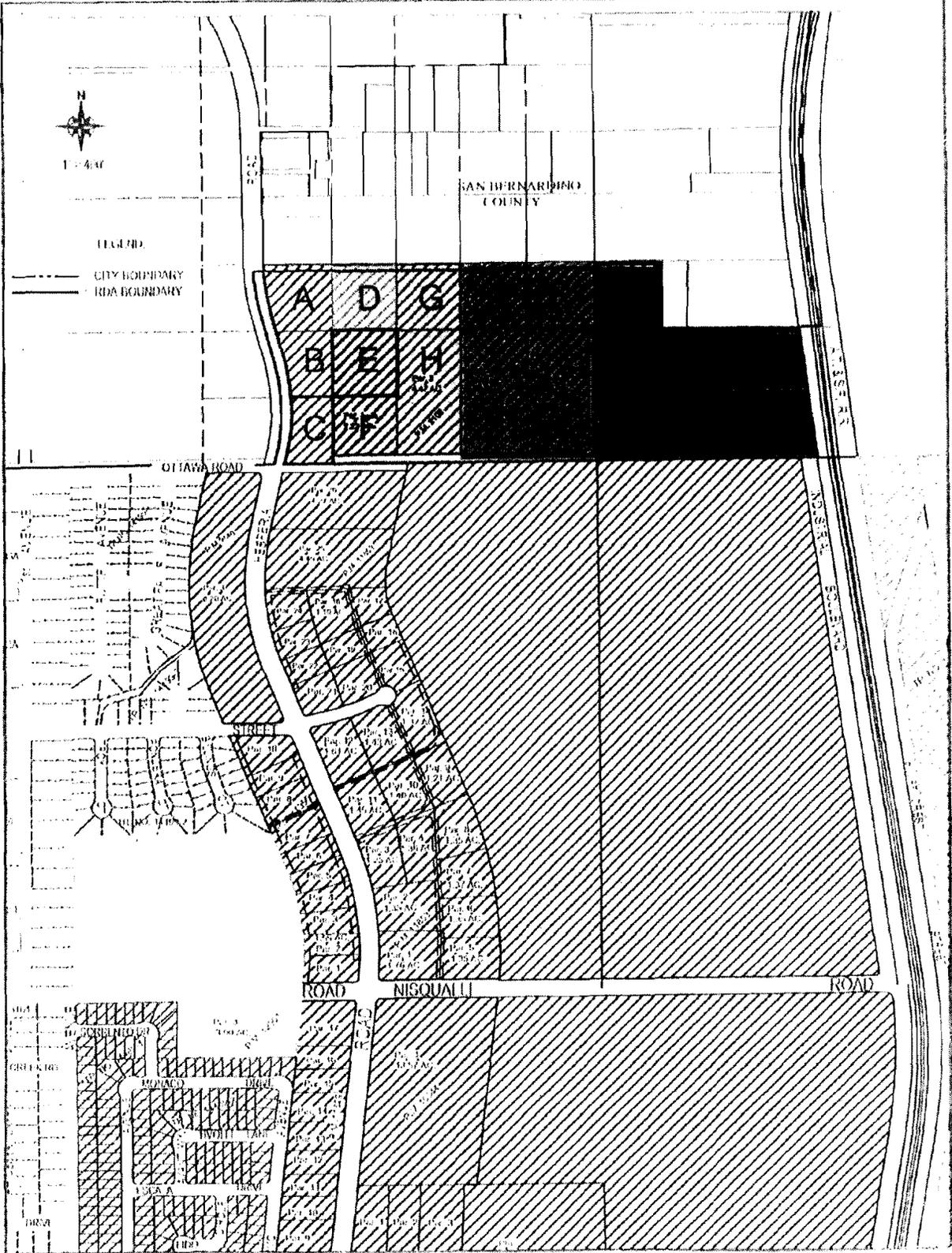
KCM:pt

Attachments: Site Map

MOU - Space Center

Victorville Redevelopment Agency, 1000 S. G Street, Victorville, CA 92386

A WORLD OF OPPORTUNITY



MEMORANDUM OF UNDERSTANDING

SPACE CENTER, INC.

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into as of the ____ day of May, 2006, by and between THE VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), and SPACE CENTER, INC., a _____ corporation ("Space Center"), on the terms and conditions set forth below.

RECITALS

A. WHEREAS, the Agency, along with the City of Victorville (the "City") have previously adopted a redevelopment plan known as the Bear Valley Road Redevelopment Plan which encompasses the Bear Valley Road Project Area (the "Redevelopment Plan"); and

B. WHEREAS, the Agency goals for the Bear Valley Project Area (the "Project Area") include fostering the development of industrial and manufacturing type uses; and

C. WHEREAS, Space Center is the owner of the following three (3) contiguous parcels totaling approximately 17.5 acres located within the Project Area north of the Foxborough Industrial Park, which such property is also depicted as Parcels M, N, and O, respectively on Exhibit "A", attached hereto and incorporated herein by reference (the "Space Center Property"):

APN 3090-551-02: 3.14 acres
APN 3090-551-01: 11.86 acres
APN 3090-531-02: 2.5 acres

D. WHEREAS, Victor Valley Transit Authority ("VVTA") is the owner of certain real property comprised of four (4) contiguous parcels totaling 15.10 acres located within the Project Area just west of the Space Center Property, referred to herein as the "VVTA Property", and described as:

APN 3090-401-05: 2.5 acres
APN 3090-401-06: 2.5 acres
APN 3090-411-04: 5.06 acres
APN 3090-411-05: 5.04 acres; and,

which property is further depicted as Parcels I, J, K and L on Exhibit "A".

E. WHEREAS, Space Center desires to develop a large One Million square feet (1,000,000 sq. ft.) facility encompassing the Space Center Property and the current VVTA Property in accordance with the provisions of the Redevelopment Plan (the "Project").

F. WHEREAS, the Agency and VVTA are currently negotiating the Agency's acquisition of the VVTA Property from VVTA pursuant to a Memorandum of Understanding (the "VVTA MOU").

G. WHEREAS, Space Center is in the process of acquiring certain property comprised of five (5) contiguous parcels totaling 14.52 acres located just west of the VVTA Property (the "Exchange Property"), described as:

- APN 3090-401-07: 2.5 acres
- APN 3090-401-08: 2.5 acres
- APN 3090-411-01: 2.51 acres
- APN 3090-411-02: 2.54 acres
- APN 3090-411-03: 4.47 acre; and

depicted as Parcels D, E, F, G and H on Exhibit "A", which such property shall be exchanged for the VVTA Property (the "Property Exchange") in order to facilitate the development of the Project.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

Section 1. Negotiations.

The Agency and Space Center hereby agree to negotiate diligently and in good faith during the Term (as defined below) in order to determine the scope and feasibility of the Property Exchange and the Project, and, if determined to be feasible, to enter into subsequent agreements facilitating the Property Exchange and the Project. The Agency agrees to negotiate exclusively with Space Center, and not with any other person or entity, with regard to the Property Exchange and development of the Project during the Term. The exclusivity granted by the Agency in this Agreement is as to the Property Exchange and the Project only, and the Agency reserves the right to engage in discussions or negotiations, or to finalize agreements, with other parties for other projects, including other industrial projects, including those that are nearby or adjacent to the Project Area.

Section 2. Term of Agreement.

The term of this Agreement (the "Term") shall commence on the date set forth in the initial paragraph of this Agreement, and end at 5:00 p.m. on June 30, 2006 unless otherwise terminated as provided herein; provided, however, that the Term may be extended for an additional sixty (60) day period upon the mutual written approval of both parties.

Section 3. Basis for Negotiations.

The parties agree that the negotiations shall be conducted in accordance with the following covenants, concepts and components:

a. The parties understand that Parcels D, F, G and H are currently owned by third parties. As a condition precedent for the Property Exchange to occur, Space Center shall acquire said parcels.

b. The Agency currently owns Parcel C and shall exchange such property for Parcel E which is currently owned by a third party. The Agency will then sell Parcel E to Space Center at an agreed upon market price.

c. The parties will negotiate in good faith in order to coordinate the provision of any rough grading, flood control improvements, public infrastructure improvements and utilities required in order to render all properties subject to this Property Exchange more usable for the Project and the project contemplated under the VVTA MOU.

d. The Property Exchange is intended to be a like-property for like-property exchange. In the event the VVTA Property is valued at an amount greater than the Exchange Property, then Space Center shall be responsible for paying VVTA for the difference in property values.

e. The Agency shall use all resources and powers available to support and expedite implementation and completion of the Project.

f. The Agency shall make good faith efforts to assist Space Center in processing all necessary plans and specifications with respect to the Project.

g. The parties shall share in any liquidated damages owed to VVTA under the VVTA MOU resulting from any delay to the Property Exchange.

Section 4. Terms, Conditions and Schedules

The Agency and Space Center agree to the following performance schedule and terms:

a. The parties agree to work diligently on the assembly of the subject properties to allow for the Property Exchange to be accomplished by June 15, 2006, and not later than June 30, 2006.

b. Space Center shall be responsible for all costs associated with the conducting of any and all Phase 1 environmental for all parcels involved in the Property Exchange and the completion of a Phase 1 environmental document. Copies of such Phase 1 document shall be made available to both the Agency and the VVTA by _____, 2006.

c. The parties shall have completed all required due diligence studies for the Property Exchange and development of the Project prior to _____, 2006. Space Center will have submitted all necessary site plans with respect to the Project prior to _____, 2006

d. The Agency and Space Center shall allow access to their respective properties for environmental and other due diligence review in order to provide for timely closure of the Property Exchange. Each party shall notify the other of the date and time of the access and the scope of review to be conducted. Such review shall not be conducted in a way which interferes with the operations at that property, nor shall it impair the security of any secured creditor. Further, the parties agree to restore the property to the original condition upon completion of the review or phase of review.

e. The Agency shall at its sole cost and expense obtain an appraisal for the Exchange Property and the VVTA Property and agrees to make the resulting appraisal report available to Space Center for review.

f. The Agency shall guaranty that any title issues are resolved and shall provide a final title report to Space Center for approval prior to close of the Property Exchange.

g. The Agency and Space Center shall exchange all documents necessary for recordation of the Property Exchange by June 30, 2006 or upon such later date as agreed upon the mutual written consent of both parties.

Section 5. Mutual Cooperation.

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 6. Environmental Compliance.

The projects contemplated herein are or may be subject to the California Environmental Quality Act ("CEQA") and / or National Environmental Protection Act ("NEPA"), and nothing contained herein shall be deemed a determination by the Agency as to the impacts of the projects on the environment or a waiver of the Agency's rights and duties with respect to the review of such impacts. The projects must comply with the requirements of CEQA and NEPA.

Section 7. Effect of Agreement.

a. This Agreement is the complete and total understanding of the parties with regard to the subject matter hereof. Any changes, modifications or addendums to this Agreement must be in writing, signed by all parties and approved by the Board.

b. Nothing contained in this Agreement shall be construed to require, or have the effect of requiring, the Agency to take any action which is inconsistent with any applicable law.

Section 8. Designation of Negotiators.

Space Center hereby designates its [Title], [Name], or any other person(s) as may be designated by it, as the person(s) authorized to negotiate with the Agency on its behalf. Agency designates Keith Metzler as the individual authorized to negotiate with Space Center on its behalf. The parties may, from time to time, change the individuals authorized to negotiate on their behalf by delivery of written notice to that effect to the other party.

Section 9. Notices.

Any notice, payment or instrument required or permitted by this Agreement, or desired to be given by any party hereto, to be given or delivered to any party or other person shall be deemed to have been received: (i) on the day of delivery if personally delivered; (ii) on the day following the date such notice is sent by recognized overnight delivery service; (iii) on the date sent if sent by electronic facsimile; or (iv) on the date two (2) days after deposit in the United States mail, certified

any other agency of the City to exercise its discretion with respect to the Property Exchange in any predetermined manner, nor to require that the Agency or the City approve the Property Exchange, or any related undertakings.

Section 14. No Joint Venture or Partnership.

Nothing contained in this Agreement shall create or be deemed to create any form of joint venture, partnership or any form of association of any kind or nature between the Agency (or the City) and Space Center.

Section 15. Hold Harmless and Indemnification.

Each of the parties shall indemnify, defend and hold harmless the other party, and its officers, employees, agents and consultants from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses and judgments, including legal costs and attorneys fees arising therefrom, for any injury of any type claimed as a result of any negligent or intentional act or omission of such party arising from or related to this Agreement.

Section 16. Successors and Assigns.

This Agreement may not be assigned by Space Center to any other person or entity, but shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

Section 17. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

VICTORVILLE REDEVELOPMENT AGENCY

Jon B. Roberts
Executive Director

(SEAL)

Carolee Bates
Secretary

Approved as to form:

Agency Counsel

SPACE CENTER, INC.

By: _____
Title: _____

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**CITY OF VICTORVILLE
CITY COUNCIL
AGENDA**

REGULAR MEETING
NOVEMBER 7, 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

PRESENTATIONS

PRESENTATION OF COLORS BY SUMMIT LEADERSHIP ACADEMY

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

CONTINUED APPEAL HEARING

2. AN APPEAL HEARING TO HEAR ARGUMENTS FOR OR AGAINST THE
ADOPTION OF RESOLUTION NO. 06-162 – VERSION A GRANTING APPEAL OR
VERSION B DENYING APPEAL

- A. RESOLUTION NO. 06-162 – GRANTING APPEAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
GRANTING THE APPEAL OF THE APPROVAL OF PLANNING CONDITION
NUMBER SEVEN ON SITE PLAN SP-06-033 ON PROPERTY LOCATED NORTH
OF RANCHO ROAD AND NORTHWEST OF STODDARD WELLS ROAD – DENNIS
LEE – ASSOCIATED READY MIX CONCRETE

B. RESOLUTION NO. 06-162 – DENYING APPEAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE DENYING THE APPEAL OF PLANNING CONDITION NUMBER SEVEN OF SITE PLAN SP-06-033 ON PROPERTY LOCATED NORTH OF RANCHO ROAD AND NORTHWEST OF STODDARD WELLS ROAD – DENNIS LEE – ASSOCIATED READY MIX CONCRETE

PUBLIC HEARINGS

3. PRESENTATION OF REQUEST TO CONTINUE THE PUBLIC HEARING INTRODUCING ORDINANCE NO. 2181 – ADDING CHAPTER 7.05 – REGULATIONS FOR BREEDING OF DOGS AND CATS - TO THE NOVEMBER 21, 2006 CITY COUNCIL MEETING

4. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-154 AND 06-155

A. RESOLUTION NO. 06-154 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. 06-155 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 THE 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 14623

5. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-152 AND 06-153

A. RESOLUTION NO. 06-152 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. 06-153 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 14623

CONSENT CALENDAR

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

- A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 8 IN THE AMOUNT OF \$6,754,818.83 COVERING WARRANT NOS. 577949, 577768, 578106, 578868, 579292, 579410, 579791, 580063 AND 577949 THROUGH 580555 INCLUSIVE**
- B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 4A FOR PAYROLL PERIOD SEPTEMBER 23, 2006 THROUGH OCTOBER 6, 2006, IN THE AMOUNT OF \$1,218,894.35 COVERING WARRANT NOS. 20808 THROUGH 20870 AND ADVICE NOS. 105524 THROUGH 106074 INCLUSIVE**
- C. PRESENTATION OF REQUEST TO APPROVE THE FOLLOWING MINUTES:**
 - 1. ADJOURNED REGULAR MEETING HELD AUGUST 8, 2006**
 - 2. REGULAR MEETING HELD AUGUST 15, 2006**
- D. PRESENTATION OF REQUEST TO APPROVE THE STAFF REPORTS FROM THE FOLLOWING DEPARTMENTS:**
 - 1. FINANCE DEPARTMENT – QUARTERLY TREASURER'S REPORT**
 - 2. VICTORVILLE POLICE DEPARTMENT – SEPTEMBER 2006**
 - 3. PUBLIC WORKS DEPARTMENT – SEPTEMBER 2006**

- E. PRESENTATION OF ORDINANCE NOS. 2179 AND 2180 FOR A SECOND READING AND ADOPTION BY THE CITY COUNCIL
 - 1. ORDINANCE NO. 2179 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, ADDING CHAPTER 13.80 TO THE VICTORVILLE MUNICIPAL CODE ESTABLISHING RESIDENCY RESTRICTIONS FOR REGISTERED SEX OFFENDERS
 - 2. ORDINANCE NO. 2180 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTION 2.16.020 OF THE VICTORVILLE MUNICIPAL CODE PERTAINING TO THE COMPENSATION OF MEMBERS OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AND ENTITLED "SALARIES – AMOUNT"
- F. PRESENTATION OF REQUEST TO RATIFY THE EXPENDITURE PLAN FOR THE SLESF (SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND) ALLOCATION – FUND 44100 FOR 2006/2007 AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO PROCESS ALL DOCUMENTS REQUIRED FOR THE PROGRAM ADMINISTRATION
- G. PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE BOND AND 50% OF THE LABOR AND MATERIALS BOND FOR THE LMAD FOR TRACT 14183 – FRONTIER HOMES
- H. PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE BOND FOR THE LMAD FOR TRACT 16247 PHASE III – COVENANT DEVELOPMENT, INC.
- I. PRESENTATION OF REQUEST TO RELEASE 80% OF THE FAITHFUL PERFORMANCE BOND FOR THE LMAD FOR TRACT 16936 – FRONTIER HOMES
- J. PRESENTATION OF REQUEST TO RELEASE 80% OF THE LETTER OF CREDIT FOR THE LMAD FOR TRACT 14336 – CNC REAL ESTATE DEV. & CONST. CO., INC.
- K. PRESENTATION OF REQUEST TO RELEASE THE REMAINING 30% OF THE FAITHFUL PERFORMANCE BOND FOR THE LMAD FOR TRACT 16713 – CENTURY CROWELL-SANTA ROSA, LLC

- L. PRESENTATION OF REQUEST TO RELEASE THE REMAINING 30% OF THE FAITHFUL PERFORMANCE BOND FOR THE LMAD FOR TRACT 15186 – CENTURY CROWELL-SANTA ROSA, LLC
- M. PRESENTATION OF REQUEST FOR A FULL RELEASE OF BOTH THE FAITHFUL PERFORMANCE AND LABOR AND MATERIALS BONDS FOR THE LMAD FOR TRACT 16063-1 – MCCUNE CONSTRUCTION, INC.
- N. PRESENTATION OF REQUEST TO APPROVE THE COOPERATIVE AGREEMENT FOR ROUTE 18 AT AMETHYST ROAD TO WIDEN ROADWAY AND INSTALL A TRAFFIC SIGNAL AND SAFETY LIGHTING
- O. PRESENTATION OF REQUEST TO RELEASE THE REMAINING 80% OF THE FAITHFUL PERFORMANCE BOND FOR STREETS AND THE ASSOCIATED LABOR AND MATERIALS BONDS FOR TRACT 16122 – FRONTIER HOMES
- P. PRESENTATION OF REQUEST TO RELEASE THE MONUMENTATION BOND FOR TRACT 16860 – FRONTIER HOMES
- Q. PRESENTATION OF REQUEST TO RELEASE THE REMAINING 20% OF THE FAITHFUL PERFORMANCE BOND FOR STREET AND SEWERS AND THE ASSOCIATED LABOR AND MATERIALS BONDS FOR TRACT 16280-2 – JD PIERCE
- R. PRESENTATION OF REQUEST TO RELEASE THE LABOR AND MATERIALS PORTION OF THE STREET AND SEWER BONDS FOR TRACT 16446 – JD PIERCE COMPANY
- S. PRESENTATION OF REQUEST TO RELEASE THE LABOR AND MATERIALS PORTION OF THE SEWER BONDS FOR TRACT 16247, PHASES 3, 4, 5 & 6 – COVENANT GROUP
- T. PRESENTATION OF REQUEST TO APPROVE THE NOTICE OF COMPLETION FOR THE DORIS DAVIES PARK PARKING & SECURITY LIGHTING PROJECT
- U. PRESENTATION OF REQUEST TO APPROVE FINAL TRACT 17426 – SKYLAND INVESTMENTS

WRITTEN COMMUNICATIONS

- 7. PRESENTATION OF REQUEST TO AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT TO THE JOINT POWERS AGREEMENT (JPA) WITH THE VICTOR

VALLEY TRANSIT AUTHORITY (VVTA) ON BEHALF OF THE CITY OF
VICTORVILLE

8. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-144 ENTITLED:

A RESOLUTION OF THE CITY OF VICTORVILLE, CALIFORNIA APPROVING THE VICTORVILLE COMMUNITY SERVICES DEPARTMENT TO APPLY FOR THE TIRE-DERIVED PRODUCT GRANT PROGRAM TO BE APPLIED TO HEALTH TRACK AT HOOK PARK AND PATHWAY NEXT TO XERISCAPE AT VICTORVILLE LIBRARY
9. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-185 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ESTABLISHING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2006-2007
10. PRESENTATION OF REQUEST TO APPROPRIATE ADDITIONAL FUNDS OF \$50,000.00 FROM DEVELOPMENT IMPACT FEES FOR ROADS AND AWARD A CONTRACT TO COOLEY CONSTRUCTION, INC. FOR THE LOW BID PRICE OF \$169,982.76
11. PRESENTATION OF REQUEST TO APPROVE THE FINANCING AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORPORATION FOR THREE (3) FIRE APPARATUS WITH A BI-ANNUAL LEASE/PURCHASE OF PAYMENTS IN THE AMOUNT OF \$145,103.25 FOR FIVE (5) YEARS
12. PRESENTATION OF REQUEST TO AWARD ADDITIONAL APPROPRIATIONS AND A CONTRACT TO AWINDROW LLC IN THE AMOUNT OF \$28,500.00 FOR TIDEMARK CONSULTING SERVICES PLUS REIMBURSABLE COSTS FOR PROJECT NOT TO EXCEED \$35,000.00
13. PRESENTATION OF REQUEST TO APPROVE AN ADDITIONAL APPROPRIATION OF \$1,059,430 AND AUTHORIZE STAFF TO PROCEED WITH REQUEST FOR BID FOR THE GREEN TREE CLUB HOUSE
14. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-183 ENTITLED:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTORVILLE SANITARY DISTRICT APPROVING JOINT COMMUNITY FACILITIES AGREEMENT
15. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-184 ENTITLED

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING JOINT COMMUNITY FACILITIES AGREEMENT

16. PRESENTATION OF REQUEST TO DESIGNATE THE CITY MANAGER AS ALTERNATE REPRESENTATIVE TO THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

COUNCIL REPORTS

17. PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PROPERTY LOCATION: Southern California Logistics Airport Area

CITY/AGENCY NEGOTIATOR: Green de Bortnowsky & Quintanilla / Inland Energy

NEGOTIATING PARTIES: Property Owner, see below

<u>Property Owner</u>	<u>APN</u>	<u>Property Address</u>
Jose Serna	0460-242-09	No street address
Massey, Christopher & Jennifer	0460-242-21	No street address

19. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (B)

CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION -
ONE POTENTIAL CASE

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PROPERTY LOCATION: Adjacent to east side of SCLA

NEGOTIATING PARTIES: City Manager and BNSF

****ADJOURNMENT OF THE CITY COUNCIL MEETING TO 5:00 P.M.,
TUESDAY, NOVEMBER 14TH FOR A WORKSHOP TO DISCUSS THE
ECONOMIC OUTLOOK FOR THE CITY

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AGENDA ITEM

CITY COUNCIL REGULAR MEETING
MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 10/31/06

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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EXECUTIVE SUMMARY

Site Plan SP-06-033 and Conditional Use Permit CUP-06-024

PROJECT DESCRIPTION: A proposed Site Plan to allow for the development of a cement batch plant and a Conditional Use Permit to allow for rock crushing on property generally located north of Rancho Road and northwest of Stoddard Wells Road.

APPLICANT:	Le Bata, Inc.
PLANNING COMMISSION PUBLIC HEARING DATES:	June 14, 2006 and August 9, 2006
NUMBER OF PEOPLE SPEAKING IN FAVOR:	0
NUMBER OF PEOPLE SPEAKING OPPOSED:	0
NUMBER OF WRITTEN COMMENTS IN FAVOR:	0
NUMBER OF WRITTEN COMMENTS OPPOSED:	0
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION ACTION:	Recommend approval
PLANNING COMMISSION VOTE:	four ayes one absent

/pi



AGENDA ITEM

CITY COUNCIL MEETING OF: OCTOBER 3, 2006

SUBMITTED BY:

Bill Webb 
Director of Development

DATE: September 25, 2006

SUBJECT:

Appeal of Planning Commission Condition of Approval Number Seven for Approved Site Plan SP-06-033 and CUP-06-024.

RECOMMENDATION: Staff recommends that the City Council evaluate the merit of this appeal and determine whether the Planning Commission erred in its decision to limit the time to December 31, 2012.

FISCAL IMPACT: None.

DISCUSSION: At the regularly scheduled meeting held August 9, 2006, the Planning Commission, by a vote of four Commissioners, Commissioner Hinojos being absent, approved Site Plan SP-06-033 and CUP-06-024 to allow for a cement batch plant on property generally located north of Rancho Road and northwest of Stoddard Wells Road.

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

No
 Yes/\$Amount:

Finance Director Review and
Approval _____

Dennis Lee with Associated Ready Mix Concrete is appealing Condition Number Seven, which states:

The initial approval period shall be until December 31 of 2012. Prior to the expiration, the applicant and the City shall review project for compliance with the "Northern Triangle" Specific Plan and its development to determine if the operation of the concrete batch plant can continue without impact to neighboring uses. The project shall thereafter be reviewed on a yearly basis to determine said compliance.

The Northern Triangle Specific Plan Interim Ordinance requires assurance that all new development be compatible with contemplated plans through the Conditional Use Permit process. Staff recommended the 2012 time frame based on the anticipated high speed train date of operation of March, 2012, and along with it, additional development of the Northern Triangle Specific Plan. If the train is operational and/or other aspects of the area are developing (residential, commercial, etc.) the batch plant will not be compatible. In our preliminary zoning attempt for the specific plan, the batch plant is located in a Medium Density Residential district.

Additionally, due to the batch plant's temporary permit approval, the Commission did not impose a condition for permanent screening.

Attached is a copy of the appeal letter, an Executive Summary, an excerpt of the Planning Commission minutes and other pertinent data.

BW:pi

RESOLUTION NO. 06-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE GRANTING THE APPEAL OF THE APPROVAL OF PLANNING CONDITION NUMBER SEVEN ON SITE PLAN SP-06-033 ON PROPERTY LOCATED NORTH OF RANCHO ROAD AND NORTHWEST OF STODDARD WELLS ROAD – DENNIS LEE – ASSOCIATED READY MIX CONCRETE

WHEREAS, at its regular meeting held August 9, 2006, the Planning Commission approved Site Plan SP-06-033 to allow for a cement batch plant on property located north of Rancho Road and northwest of Stoddard Wells Road, County of San Bernardino, State of California, more specifically described as:

The Northwest ¼ of the Northwest ¼ and the Northeast ¼ of the Northeast ¼ and the South ½ of the Northeast ¼ of Section 27, Township 6 North, Range 4 West, San Bernardino Meridian, County of San Bernardino, State of California; and

WHEREAS, on August 18, 2006, Dennis Lee filed an appeal of the Planning Commission's action approving Planning Condition number seven of Site Plan SP-06-033; and

WHEREAS, an Appeal Hearing was duly held before the City Council of the City of Victorville on the 3rd day of October, 2006, for the purpose of taking public input relative to the appeal, and after hearing all testimony presented, the Council duly closed the appeal hearing; and

WHEREAS, the City Council, in the exercise of its discretion as the final legislative and adjudicatory body of the City, finds, based on substantial evidence in the record, that the Planning Commission in approving Planning condition number seven of Resolution No. P-06-156, erred in its decision to restrict the initial approval period till December 31, 2012; and

WHEREAS, the City Council finds that even though the proposed cement batch plant is potentially incompatible with future uses, the time limit is too restrictive to allow the cement batch plant to begin operations as an interim use in the area;

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

SECTION 1. The City Council of the City of Victorville does hereby grant a modified version of the applicant's appeal, revising Planning Condition number seven so that the condition now reads:

7. The initial approval period shall be until _____. Prior to the expiration, if continued operations are desired, the applicant shall submit an application to the Planning Commission for an extension of time. The Commission shall review the project for compliance with the "Northern Triangle" Specific Plan and the compatibility of the cement batch plant with neighboring uses. The extension period shall be based on impending development and compatibility issues.

RESOLUTION NO. 06-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE DENYING THE APPEAL OF PLANNING CONDITION NUMBER SEVEN OF SITE PLAN SP-06-033 ON PROPERTY LOCATED NORTH OF RANCHO ROAD AND NORTHWEST OF STODDARD WELLS ROAD – DENNIS LEE – ASSOCIATED READY MIX CONCRETE

WHEREAS at a regular meeting held on August 9, 2006, the Planning Commission approved Site Plan SP-06-033 to allow for a cement batch plant on property located north of Rancho Road and northwest of Stoddard Wells Road, County of San Bernardino, State of California, more specifically described as:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 6 North, Range 4 West, San Bernardino Meridian, County of San Bernardino, State of California; and

WHEREAS, on August 18, 2006, Dennis Lee of Associated Ready mix Concrete, filed an appeal for Planning Condition number seven of Site Plan SP-06-033; and

WHEREAS, an appeal hearing was duly held before the City Council of the City of Victorville on the 3rd day of October 2006, for the purpose of taking public input relative to the Appeal, and after hearing all testimony presented, the Council duly closed the appeal hearing; and

WHEREAS, the City Council, in the exercise of its discretion as the final legislative and adjudicatory body of the City, finds, based on substantial evidence in the record that the Planning Commission did not err in approving Resolution No. P-06-156; and

WHEREAS, the City Council finds that the removal or revision of Planning condition number seven, which limits the initial approval period to December 31, 2012, would negatively impact the area for future development by allowing a use for an unrestricted period of time which is incompatible with proposed uses as preliminarily shown on maps and plans for the Northern Triangle Specific Plan area;

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

SECTION 1. The City Council of the City of Victorville does hereby deny the applicant's appeal of Planning Condition Number seven from the Conditions of Approval.

September 19, 2006

Mr. Dennis Lee
4621 Teller Avenue, Ste. 130
Newport Beach, CA 92660

Re: Appeal of CUP-06-024

Dear Mr. Gray:

I am in receipt of your Application for Appeal of the Planning Commission's decision to approve CUP-06-024 with Condition #7 limiting the CUP to December 31, 2012.

Please be advised that this appeal will be scheduled before the City Council at their meeting to be held on Tuesday, October 3, 2006. City Council meetings are held at 7 p.m. at the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California. An agenda will be mailed to you when the agenda is printed on Thursday, September 28, 2006. Please be advised that the City Council agendas are also available for viewing in their entirety on the City of Victorville's website at www.ci.victorville.ca.us.

You or a representative are invited and encouraged to attend this meeting. If you have any questions or need additional information concerning this appeal hearing, you may contact me at 760-955-5026.

Sincerely,

Carolee Bates
City Clerk

cb/dl

cc: Planning Department

MEMORANDUM



DATE: August 18, 2006

FROM: Marcie Wolters, Deputy City Clerk

TO: Bill Webb, Development Direct

SUBJECT: Planning Appeal – Dennis Lee – Associated Ready Mix Concrete

Attached is a request for an Appeal Hearing regarding a decision made by the Planning Commission on August 9, 2006 regarding condition 7 of CUP 06-024, which limits it to December 31, 2012.

Please advise if your department will be ready to have this item heard by the City Council on either September 19, 2006 or October 3, 2006.

Thank you

cc: Carolee Bates, City Clerk

Carolee,
The appellant requested the
hearing not be set on or
before Sept. 5, 2006.
marci



City of Victorville
Department of Development
 Planning • Building • Code Enforcement

14343 Chic Drive
 PO Box 5001
 Victorville, CA 92393-5001
 (760) 955-5135
 Fax (760) 269-0070
 planning@ci.victorville.ca.us

APPLICATION FOR APPEAL

After you have completed the application, please submit it to the Planning Department for appeals of the Planning Director's decision and to the City Clerk for appeals of the Planning Commission's decision, with the appropriate fee (see below). It will then be scheduled for a hearing for consideration by the appropriate decision-making body.

Name of person filing appeal: Dennis Lee
 Address of person filing appeal: 4621 Teller Ave., Suite 130, Newport Beach, CA. 92660
 Phone number of person filing appeal: 949-253-2800

FEES	
Appeal of Planning Director decision to the Planning Commission	\$75
Appeal of Planning Commission decision to the City Council	\$125

Case No. of appeal: SP-06-033, Res. No. P-06-156 & CUP-06-024, Res. No. P-06-155

What are you appealing (i.e., the entire decision, a condition, etc.):

Condition 7 limiting the CUP to Dec. 31, 2012

Why do you believe there was an error made in the decision?

A limited CUP time frame prevents a realistic return on investment for the applicant. This condition denies the applicant the right to develop the property to its fullest and best use.

Signature:

Date:

FOR OFFICE USE ONLY:

Staff Initials: <u>mw</u>	Date Appeal Accepted: <u>8-17-06</u>	Receipt No.: <u>4365</u>
---------------------------	--------------------------------------	--------------------------

cc: Steve Lilburn 909-890-1818
 Lilburn Corporation
 1905 Business Center Dr.
 San Bernardino, CA 92408

RECEIVED
 AUG 17 2006 mw
 CITY MANAGER'S OFFICE

Handwritten initials or mark.

DUPLICATE
8/17/2006 12:18PM 003 - 0027 - 00004365
Invoice:

LEE DENNIS
APPEAL FEES/SP06-033/CUP06-024

Receipt Amt:	\$125.00
4004Plan/Zoning Appeals	\$125.00
CK 00002565 ASSOCIATED READ	\$125.00
CHANGE	\$0.00

Thank You
City of Victorville

2565
90-62847222

ASSOCIATED READY MIXED CONCRETE, INC.
GENERAL ACCOUNT
4281 TELLER AVE. SITE 130
NEWPORT BEACH, CA 92660

DATE 8-14-6

\$ 125.00 DOLLARS

PAY TO THE ORDER OF City of Victorville
One hundred twenty five + 00/100

Newport Beach Community Banking Center
1-800-725-3682



[Signature]

FOR _____
⑆002565⑆ ⑆122242843⑆ 748032810⑆

Excerpts of Planning Commission Minutes
June 14, 2006 and August 9, 2006 Meetings
SP-06-033 and CUP-06-024

Excerpt of Minutes from the June 14, 2006 Planning Commission Meeting:

“Mr. Webb outlined the staff report and noted that both the applicant and Staff were requesting a continuance, however, there was just a disagreement as to what meeting it should be continued to. He stated the project was in the Northern Triangle area and didn't want to condition the project for a year-to-year review, as he didn't feel that it would be fair to the applicant. He pointed out that the dust created from this project would not be blown over any major portion of the Northern Triangle area; it would blow towards the Barstow area. In addition, Staff would require appropriate screening and landscaping should the Commission choose to approve the project for a longer period.

Commissioner Hinojos questioned whether it would make more sense to postpone a decision until the Commission could make their recommendation on the amendment to the General Plan. He felt the Commission would have a better idea of how the rest of the area would develop.

Commissioner Kurth questioned whether it would be beneficial to have at least one more meeting on the Northern Triangle before making any decision on the use.

Chairman McEachron opened the public hearing at 7:43 p.m.

Stephen Lilburn, Lilburn Corporation, 1905 Business Center Drive, San Bernardino, addressed the Chair as representative of the applicant Leбата, Inc. and stated they were concerned with the amount of time that would be required to create the specific plan for the Northern Triangle. He noted they would appreciate the Commission considering the use for a longer period of time as they had a large financial investment and existing commitments with the underlying property.

Mr. Webb stated he could guarantee the case would be heard on August 9th, if the Commission were to continue the hearing to that date. In addition, he noted that the advantage of continuing the hearing to August 9th was that the probability of a longer term CUP would be more likely.

Mr. Lilburn stated they were requesting the longest term possible, if not a permanent facility.

Mr. Webb stated one of the reasons he would like to meet with the applicant again, is that at prior meetings only a temporary facility was mentioned. He didn't want the applicant to have to make numerous improvements with a short-term use or be granted a permanent use and only be required to install a chain link fence.

Chairman McEachron questioned whether this facility was being relocated from a site in Apple Valley and whether there had been any attempt to locate the facility on the east side of the 15 Freeway.

Mr. Lilburn stated that was a misunderstanding. The material would be coming from the other side of the freeway. The applicants looked into numerous sites and felt this site was the best, as it had great freeway access and was right on the road that services the site on the other side of the freeway.

Chairman McEachron stated he would favor continuing the project to August 9th, as it appeared that Staff would be more favorable for a recommendation of approval. In addition, seeing as the applicant was asking for an indefinite approval period, the Commission would definitely want the project screened and landscaped appropriately.

Mr. Webb requested that Mr. Lilburn provide a map showing all the existing and prospective sites for the type of use the applicant was proposing.

There being no further testimony, a motion was made by Chairman McEachron and seconded by Commissioner Porter to continue the public hearing to August 9, 2006. The motion carried by unanimous vote of the Commission."

Excerpt of Minutes from the August 9, 2006 Planning Commission meeting:

"Mr. Borchert outlined the staff report and noted that the project was located within the Northern Triangle Specific Plan area, which had been discussed at previous workshops. The Northern Triangle had great potential for a large commercial center with light industrial and residential areas and was the site in which the high-speed rail line was to be located. Due to numerous requests for zoning changes as well as a cement batch plant, which might negatively impact the area for future development as previously discussed, staff requested that the area be zoned Specific Plan. Staff analyzed the project as thoroughly as possible trying to find ways to mitigate the project as both a permanent use and a temporary use. The best solution for compatibility and potential future uses in the area was to propose a time limit with an expiration date of December in the year 2012. The time frame was based on the proposed development plan for the high-speed rail project, which would have it operating by the year 2012. If that were the case, it would be possible that the surrounding area would develop and the use of a cement batch plant could be incompatible with what was foreseen for the area.

Mr. Borchert added that Staff was recommending the deletion of condition number eight as it was generally felt that screening was not appropriate for that time line and the site was somewhat screened from view while traveling north on the Interstate 15 Freeway. While traveling south on the Interstate 15 Freeway the use would be more visible, however the proposal for a berm and trees would not be adequate to screen the use and would not be feasible in a five to six year time period.

Chairman McEachron opened the public hearing at 7:38 p.m.

Steve Lilburn, Lilburn Corporation, 1905 Business Center Drive, San Bernardino, addressed the Chair representing the applicant and stated they had reviewed the conditions and concurred with the removal of condition eight, however he wanted to address condition number seven. Mr. Lilburn stated a multi-million dollar investment in a cement plant, in an area that had in the past always been dedicated to mining and cement, simply did not pencil out when amortized over a six-year period. The project entailed major infrastructure improvements, drilling for water and raised grade improvements to the haul road across Bell Mountain wash. In addition to a million dollar infrastructure investment, another two million dollars would be needed for rolling stock. That would not pay for itself in six years. To limit the use to six years would in essence be denying the project from a financial standpoint. The property was being leased from one of the cement companies and their intentions appeared to be to continue their

cement operations. He pointed out that the quarry they were operating from on the other side of the freeway had somewhere between 50 to 100 years of life left to it and he anticipated that haul trucks would be traveling on that land well beyond everyone's life expectancy. He added that they would like to see an approval for at least 20 years as it took at least six years to develop a market. He requested that the Commission consider those facts prior to making their decision. Mr. Lilburn argued that the use was consistent with what had historically been in that area and would be a real project for the area not something that may or may not be built by the year 2012.

There being no further testimony, Chairman McEachron closed the public hearing at 7:46 p.m.

Commissioner Kurth stated he felt everything Mr. Lilburn stated was true, however he felt the area needed to be protected for future development.

Commissioner Porter stated the Commission was obligated to plan ahead and, if it weren't for the opportunity to enhance the City to the north, the Commission would welcome Mr. Lilburn's business in that area. She stated that because of that possibility she would not want to deviate from condition number seven.

Commissioner Metzler stated she concurred with Commissioner Porter.

Chairman McEachron stated the decision was difficult as it involved jobs. Most of the projects the Commission approved involved jobs, whether they were construction related or as a result of the businesses going into a facility being built and those businesses hiring people. The Commission had the responsibility to look at the best and highest possible use for land and could not take into account financially related issues. There was obvious potential for the cement batch plant, but only for a limited period of time. He knew no one could predict whether in 2012 the Commission would be at a ribbon cutting ceremony for a train station, especially when the Nisqualli/La Mesa interchange had been in the planning stages for approximately 30 years. As much as he admired the optimism of the railroad developers he didn't know how they would be able to address the environmental issues for their project by the year 2012. In looking at the best and highest use for the land, however, he would have to agree with the time limit.

A motion was made by Commissioner Porter and seconded by Commissioner Metzler to approve the Negative Declaration for SP-06-033 and CUP-06-024 with all mitigation measures and Resolutions P-06-155 and P-06-156 with conditions of Staff deleting Planning Condition eight from SP-06-033. The motion carried by a vote of four Commissioners, Commissioner Hinojos being absent. The Resolutions were entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF VICTORVILLE GRANTING SITE PLAN SP-06-033 TO ALLOW FOR THE DEVELOPMENT OF A CONCRETE PLANT

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF VICTORVILLE GRANTING CONDITIONAL USE PERMIT CUP-06-024 TO ALLOW FOR ROCK CRUSHING IN CONJUNCTION WITH A CONCRETE BATCH PLANT "



PLANNING COMMISSION STAFF REPORT

DATE: August 9, 2006 **AGENDA NO. 10**

CASES: SP-06-033 & CUP-06-024

SUBJECT: **A. Site Plan** to allow for the development of a cement batch plant
B. Conditional Use Permit to allow for rock crushing use of the property

APPLICANT: Le Bata Inc.

LOCATION: North of Rancho Road and northwest of Stoddard Wells Road

I. STAFF RECOMMENDATION:

That the Planning Commission take the following actions:

1. **Site Plan** – Adopt Resolution No. P-06-156, recommending approval of Case No. SP-06-033; and
2. **Conditional Use Permit** - Adopt Resolution No. P-06-155, approving Case No. CUP-06-024; and
3. **Environmental Assessment** – Recommend the issuance of a Mitigated Negative Declaration for the project.

II. SUMMARY:

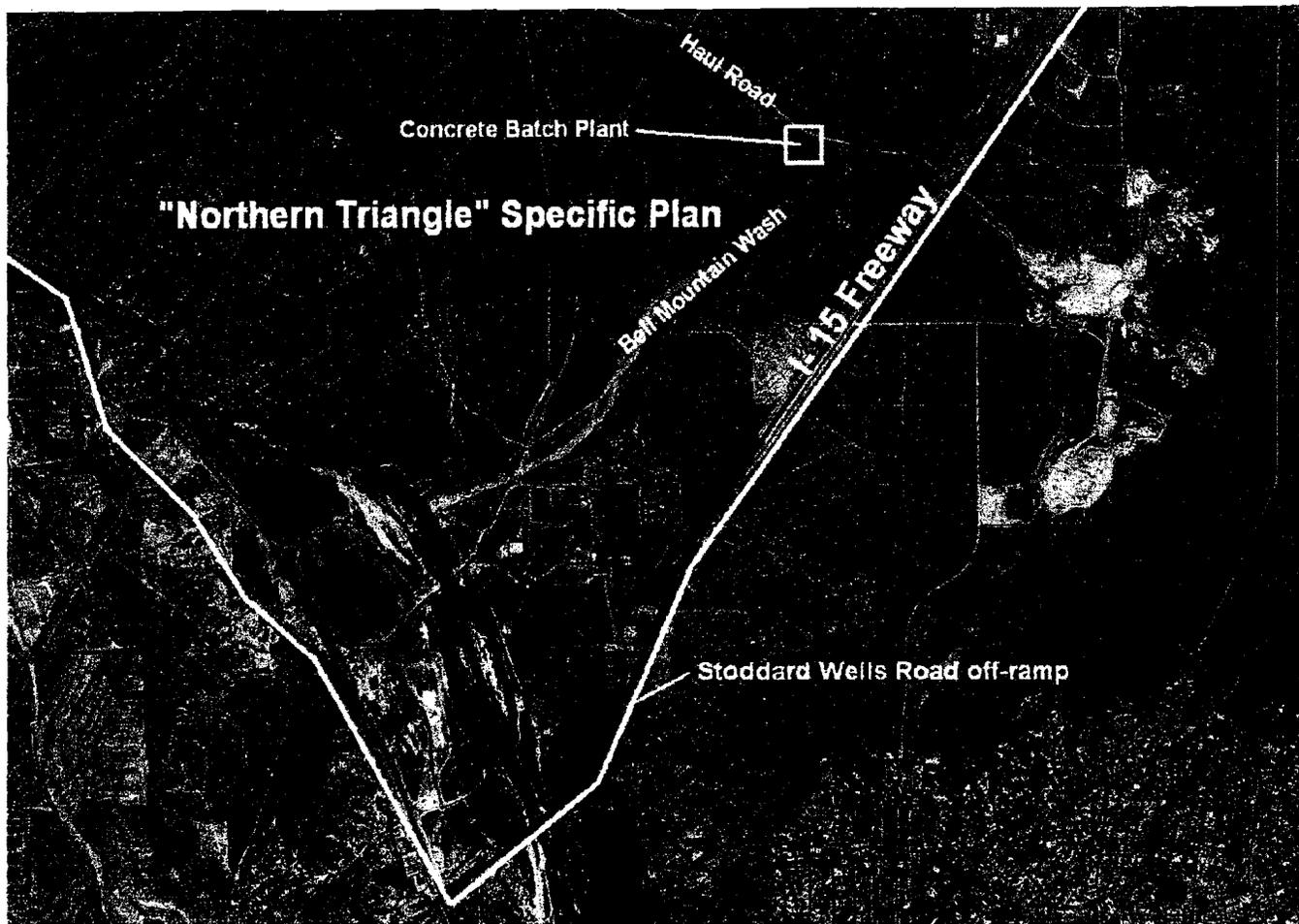
The proposed cement plant falls within the "Northern Triangle" Specific Plan area, which was deemed to be an excellent area to master plan during a November 2005 General Plan workshop. At this point it is unclear whether the proposed cement plant would be compatible with future land uses, however, as determined in the previous workshops, it would be due to potential commercial and residential uses.

The focal point of the "Northern Triangle" could be a high speed rail line depot presumably located southwest of the project site. The train depot and commercial center have set a target date of 2012 to be fully operational. Based on this situation, Staff has proposed conditions for the project, one of which limits the time of operation to 2012. The project will be reviewed again at that time for compatibility with the Specific Plan, and either ordered to cease operation or to continue on a yearly basis. Additionally, conditions are outlined below to limit dust and screen the property with natural landscaping.

267-320

III. STAFF ANALYSIS:

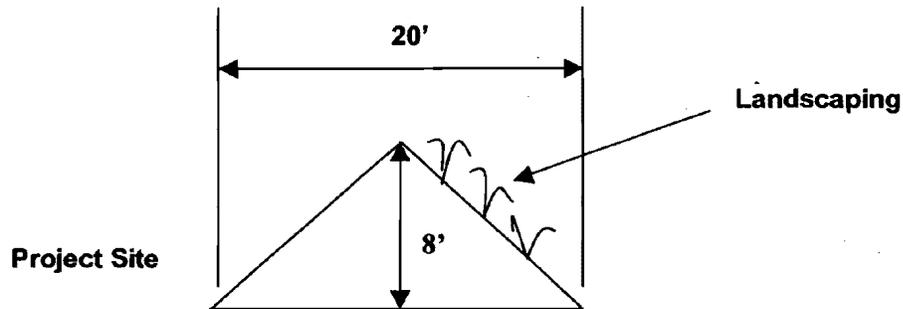
1. **Site Plan.** The project site consists of approximately 15 acres of a larger 120 acre parcel, the area is adjacent to "Haul" Road, which would be the primary access. "Bell Mountain Wash" crosses the southeast portion of the project boundary. The aerial picture below illustrates where the project is located in relation to existing land features as well as within the "Northern Triangle" boundaries.



It is evident that the concrete batch plant will not interfere with any existing land use in the vicinity, since the area is primarily vacant. However, it is unclear at this time how the Specific Plan will develop. Therefore, Staff proposes Condition SP #7 limiting the time of operation of the plant to the year 2012, with subsequent yearly review.

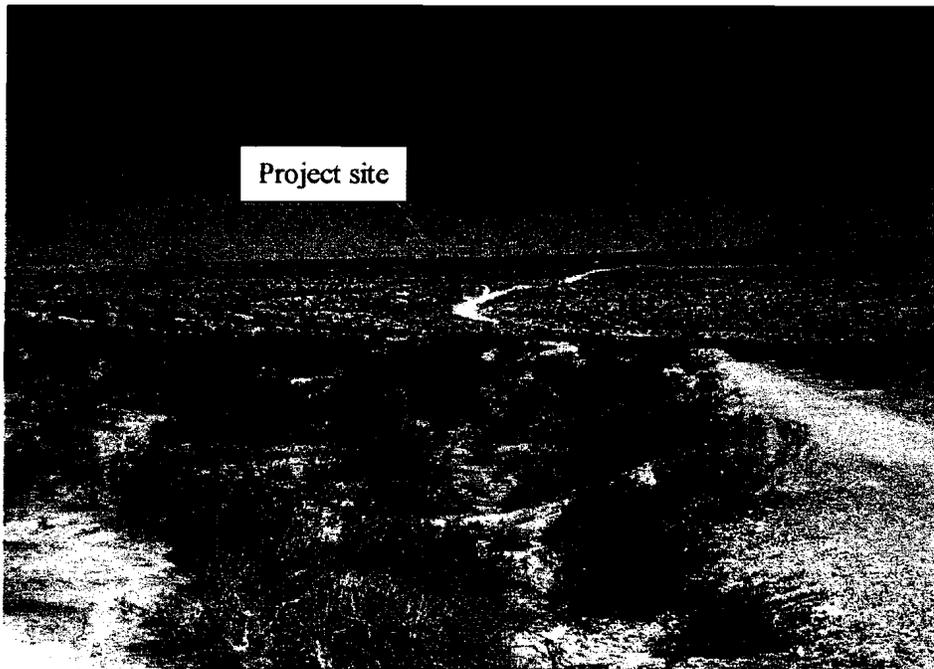
A significant feature of the project site is the fact that it lies at the base of a gently sloping hill. In order to grade the site flat, the slope will be cut and excavated. This places one side of the project site (northwest) almost 40' below the existing grade. The remainder of the site and equipment will be highly visible from the freeway.

The following diagram, an 8' high by 20' wide dirt berm, illustrates the applicant's proposal for screening of the southeast portion of the site (that portion not located almost 40' below grade).



The use of a landscaped dirt berm rather than a masonry wall will compliment the temporary status of the project. Included are pictures of the proposed landscaping to be planted on the berm (See Exhibit 1). A second school of thought says that any screening of the site would only draw attention and therefore screening is not desirable. Staff has provided for both schools of thought and recommends the landscaping shown as Exhibit #2, spaced at 15' intervals in order to fully screen the site from the I-15 freeway (Condition SP #8). Or should the Commission decide that screening is not desirable, Condition SP #9 requires that all buildings and equipment be painted to match the surrounding desert landscape.

Pictured below is the view from the freeway of the project site:

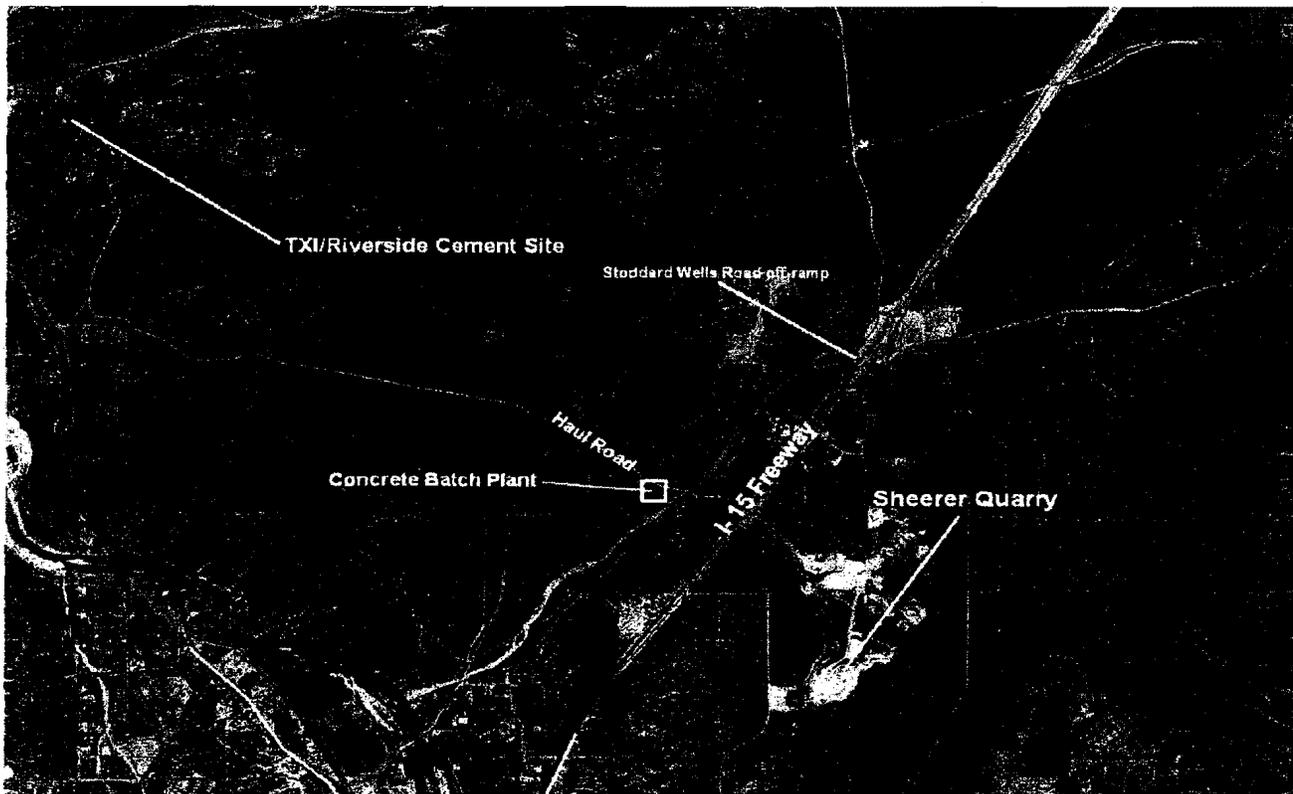


Staff finds that should the project be limited in time of operation and the site adequately screened from view, as well as proper dust control measures taken (outlined below in *Conditional Use Permit*), the use would be compatible with the "Northern Triangle" until such a time that the Specific Plan fully develops.

- 2. Conditional Use Permit.** Rock crushing use of the property is consistent with the Heavy Industrial zoning. Due to the temporary nature, most of the equipment will be portable although some improvements will be permanent. Staff has included Condition CUP #2, requiring compliance with Title 18, which applies to the parking areas only.

Due to the intensity of concrete batch plant and rock crushing operations, adequate dust control measures must be implemented. CUP Conditions #3 -#7 cover dust control and range from being in full compliance with MDAQMD standards at all times, to watering of roads, loading areas, trucks, etc, to suspending operations during periods of high winds.

Haul Road would be used to transport raw material (rocks) from Scheerer Quarry approximately 1.5 miles southeast in the Town of Apple Valley. Haul Road passes under the I-15 Freeway and connects the proposed site to Sheerer Quarry and the existing TXI/Riverside cement plant located in the Oro Grande area to the northwest. The majority of raw material would be transported along this route between Sheerer Quarry and the project site. Cement trucks would then transport the finished product via Stoddard Wells Road north to the I-15 Freeway. The aerial picture below illustrates how Haul Road connects the 3 sites.



Traffic impacts would only occur on Stoddard Wells Road when delivering rock and the I-15 Freeway once finished product is ready. The plant would operate with approximately 50 employees per shift and an impact of approximately 194 truck trips per day on the I-15 freeway.

Based on the analysis articulated above in *Site Plan* and *Conditional Use Permit*, the proposed concrete batch plant is compatible with present conditions and zoning. However, the "Northern Triangle", should it develop according to a master plan not yet determined and whose focal point would be a high-speed train depot and commercial center, might deem the use incompatible. Staff finds that all proposed conditions for screening, dust control and limits of time for operation strike a balance between an immediate economic engine for the community (concrete plant) and a true "Master Planned" area crucial to the future of the City.

- 3. **Environmental Assessment.** A Mitigated Negative Declaration has been prepared for this project in accordance with Section 15070 of the California Environmental Quality Act.

IV. SITE CHARACTERISTICS:

	Existing Land Use	General Plan	Zoning	Specific Plan
Site	Vacant	Heavy Industrial	M-2T*	N/A
North	Not in city	N/A	N/A	N/A
South	Vacant	Heavy Industrial	M-2T	N/A
East	Vacant	Heavy Industrial	M-2T	N/A
West	Vacant	Specific Plan	Industrial	Southwestern

* "T" or transitional, in this case, refers to paleontological/archaeological monitoring during grading

NUMBER OF RADIUS LETTERS MAILED: 5

JLR

THE STAFF RECOMMENDATION MAY BE ACCEPTED OR REJECTED BY THE PLANNING COMMISSION AFTER THEIR OWN ANALYSIS AND CONSIDERATION OF PUBLIC TESTIMONY PRESENTED AT THE HEARING. THE PLANNING COMMISSION DECISION CAN BE APPEALED TO THE CITY COUNCIL WITHIN 10 DAYS OF THE PLANNING COMMISSION ACTION.

CONDITIONS OF APPROVAL
Site Plan SP-06-033, Conditional Use Permit CUP-06-024
August 9, 2006

SITE PLAN SP-06-033:

1. The proposed development shall comply with all applicable development standards of Title 18.
 2. The proposed development shall be in substantial conformity with the revised plans and elevations submitted August 1, 2006 as part of this application, unless modification is required to comply with the applicable development standards of Title 18.
 3. Prior to the release of any utilities for the use, all Title 18 improvements for the project shall be installed or a bond posted in the amount of one hundred fifty percent (150%) of the value of the uncompleted work shall be submitted to the Planning Division. Any modifications to the amount of the bond shall be subject to review and approval by the Development Director only if the director finds that there are circumstances unique to the use that are not applicable to other uses.
 4. All signs shall comply with Title 18 requirements and be subject to Planning staff review and approval prior to issuance of a building permit. Freestanding signs shall incorporate architectural details of the building.
 5. Any change in use or implementation of a new use within the facility, which will require additional parking spaces resulting in noncompliance with the parking standards of Title 18, shall cause that use to be subject to Planning Commission review and approval.
 6. The number and location of any handicapped parking spaces shall be subject to Planning staff review and approval.
 7. The initial approval period shall be till December 31 of 2012. Prior to the expiration, the applicant and the City shall review project for compliance with the "Northern Triangle" Specific Plan and it's development to determine if the operation of the concrete batch plant can continue without impact to neighboring uses. The project shall thereafter be reviewed on a yearly basis to determine said compliance.
 8. The minimum screening standards shall be afghan pine (*pinus eldarica*) 24" box trees spaced at 15' on center. A chain-link fence a minimum of eight feet high shall back the planting. The landscaping shall completely screen the activity within three years after planting. Any change to landscape material or screening methods shall be subject to review and approval by the Director of Development. All landscaping shall comply with Water Conservation Ordinance No. 2114.
 9. All buildings and equipment shall be painted to match the surrounding desert landscape.
 10. Prior to grading permit issuance the applicant will obtain coverage under the statewide general NPDES permit for control of construction and post-construction related stormwater. In addition, the applicant shall prepare a Stormwater Pollution Prevention Plan as required in the permit and shall identify site specific Best Management Practices that will be
-

implemented.

11. The applicant shall be responsible for obtaining all necessary permits from any affected regulatory agencies.
12. Onsite Processing Plants – maintain and annually renew existing permits to operate the aggregate process plant and concrete batch plant from the MDAQMD and be in compliance with said permits.
13. Onsite Dust Emissions – Use periodic watering for short-term stabilization of disturbed surfaces at least twice per day and more often during visible dust episodes. All roads, driveways, mining areas and plant areas shall be kept wetted while being used, and shall be treated with EPA approved dust suppressants to prevent emission of dust as needed.
14. Loaded Trucks – All loaded trucks leaving from the site shall be properly trimmed with a 6-inch freeboard height and/or covered and sprayed with water so as to minimize dust and prevent spillage onto public roadway per California Vehicle Code 23114.
15. Stockpile Protection – Apply water daily or use a soil stabilizer during mining and on material stockpiles to prevent visible dust from leaving the property boundaries.
16. Suspend Operations for High Winds – Surface mining or earthmoving operations shall be suspended when sustained wind speed exceeds 30 miles per hour and extra watering shall be implemented.

Desert Tortoise

17. If a tortoise moves on to the site during future construction activities, all activities should cease, and DFG and USFWS contacted to discuss appropriate mitigations.
18. If a desert tortoise moves on to the site during future construction activities, the desert tortoises should not be handled by any project personnel.

Mohave ground squirrel

19. The applicant shall provide mitigation lands at a ratio of 1:1. These lands will be purchased in an area known to support populations of the species. The mitigation lands will be evaluated to ensure they provide habitat equal to or better than the habitat that will be lost as a result of development of the project site. In addition, CDFG approval of the mitigation lands will be obtained before acquisition is completed, and an Incidental Take Permit will be applied for as part of the overall mitigation process.
 20. Appropriate enhancement, endowment, and research fees will be provided by the project proponent as per CDFG requirements. These fees will be paid on a 1:1 basis prior to commencement of ground disturbing activities.
 21. An educational brochure will be provided to all construction personnel regarding the Mohave ground squirrel prior to start of ground disturbing activities.
-

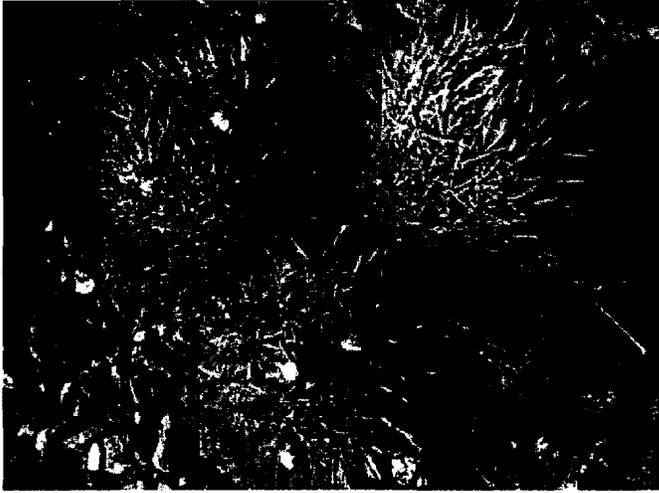
Burrowing Owl

22. Pre-Construction surveys on the site and in the surrounding area out to 500 feet should be conducted no more than 30-days prior to ground disturbing activities. If ground disturbing activities are delayed for more than 30-days, additional surveys will be required.
 23. Surveys should be conducted during the winter season between December 1 and January 31, if deemed necessary by CDFG.
 24. If owls are observed on the site during future surveys, mitigations which will be required to reduce impacts to less than significant will include the following:
 - Occupied burrows should not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the Department verifies through non-invasive methods either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.
 - To off-set the loss of foraging and burrow habitat on the project site, a minimum of 6.5 acres of burrowing owl habitat per pair or unpaired birds should be acquired and permanently protected.
 - Existing unsuitable burrows should be enhanced or new burrows created at a ratio of 2:1 on the protected lands site; and
 - The project proponent should provide funding for long-term management and monitoring of the protected land. A monitoring plan for the protected lands should be required which includes success criteria, remedial measures, and annual reports to the Department.
 25. The applicant shall provide for an on-site paleontological/archaeological inspector to monitor all grading operations, or a letter from said licensed professional indicating that monitoring is not necessary during grading. Further, if disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2. The results of said monitoring shall be filed with the Director of Planning or his designee prior to the final approval of the development.
 26. The applicant shall file a Notice of Determination and pay the necessary filing fee to the County of San Bernardino pursuant to Public Resources Code Section 21089(b). This project is not effective until such time as this condition has been satisfied. The applicant shall submit evidence to the City that this condition has been satisfied. Any delay in this applicant's payment of the required fee shall not toll the lapse of approval date nor appeal period of this project.
-

CONDITIONAL USE PERMIT CUP-06-024:

1. Any expansion of the proposed use beyond the scope of this conditional use permit shall require submission and approval of a conditional use permit modification or a new conditional use permit based upon the extent of the expansion.
 2. The proposed use shall comply with all applicable development standards of Title 18.
 3. Onsite Processing Plants – maintain and annually renew existing permits to operate the aggregate process plant and concrete batch plant from the MDAQMD and be in compliance with said permits.
 4. Onsite Dust Emissions – Use periodic watering for short-term stabilization of disturbed surfaces at least twice per day and more often during visible dust episodes. All roads, driveways, mining areas and plant areas shall be kept wetted while being used, and shall be treated with EPA approved dust suppressants to prevent emission of dust as needed.
 5. Loaded Trucks – All loaded trucks leaving from the site shall be properly trimmed with a 6-inch freeboard height and/or covered and sprayed with water so as to minimize dust and prevent spillage onto public roadway per California Vehicle Code 23114.
 6. Stockpile Protection – Apply water daily or use a soil stabilizer during mining and on material stockpiles to prevent visible dust from leaving the property boundaries.
 7. Suspend Operations for High Winds – Surface mining or earthmoving operations shall be suspended when sustained wind speed exceeds 30 miles per hour and extra watering shall be implemented.
-

Exhibit 1



Cottontop Cactus



Calico Cactus

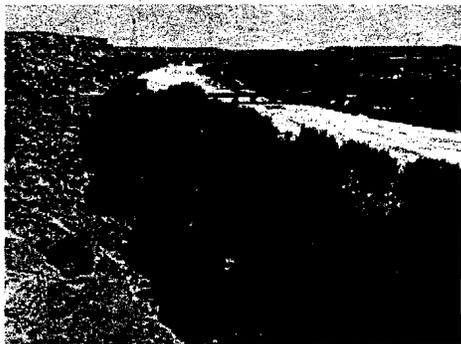


Beavertail Cactus

Exhibit 1 (cont.)



Golden Cholla



Tamarisk

Exhibit 2



Afghan Pine

MEMORANDUM



DATE: June 14, 2006
FROM: Bill Webb
Director of Development
TO: Chairman and Planning Commissioners

SUBJECT: CONTINUANCE OF PROPOSED SITE PLAN/CONDITIONAL USE PERMIT SP-06-033/CUP-06-024; RIVERSIDE CEMENT COMPANY, OWNER.
AGENDA ITEM NO. 15

The proposals would allow the operation of a cement batch plant with rock crushing in the new "Northern Triangle" Specific Plan area.

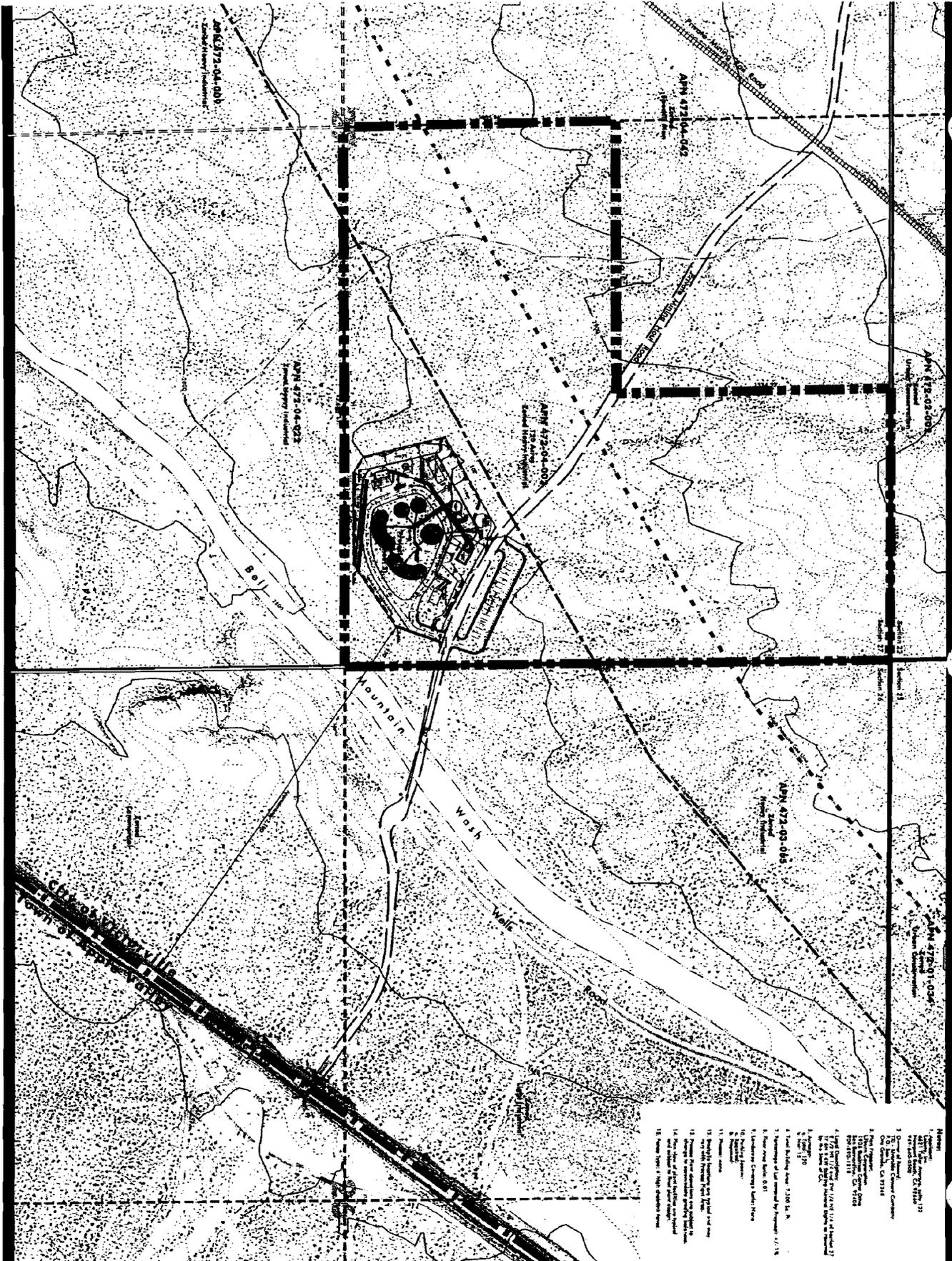
Staff is recommending a continuance on the above-mentioned items in order to determine if the project is compatible with the underlying Specific Plan designation. A General Plan workshop is being planned for late July 2006, where land use and zone districts for this area should be further refined. Therefore, Staff recommends a continuance to the **August 9, 2006** Planning Commission meeting.

The applicant has requested that the Commission make a determination on the project at this time. However, Conditions of Approval have not been prepared by Planning Staff. If the Commission finds that a determination can be made prior to August 9, 2006, then Staff must prepare Conditions of Approval and requests the above mentioned items be continued to the **June 28, 2006** Planning Commission meeting.

Therefore, this matter is presented for consideration.

Submitted by: Jonathan Roberts, Associate Planner

attachments



SP-06-033/CUP-0-034

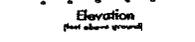
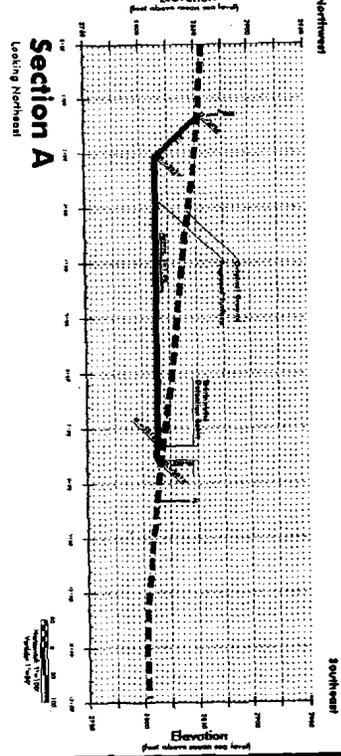
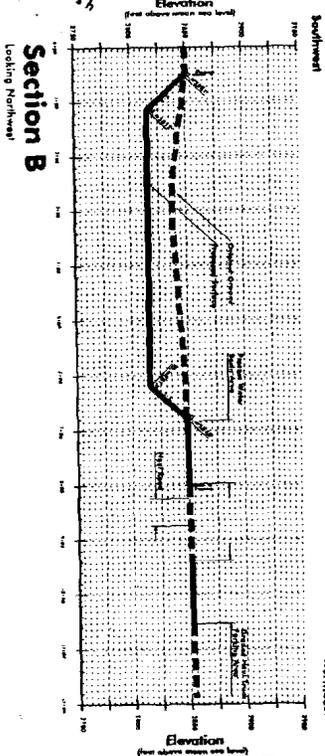
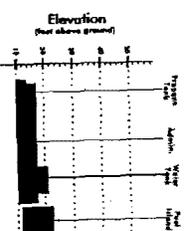
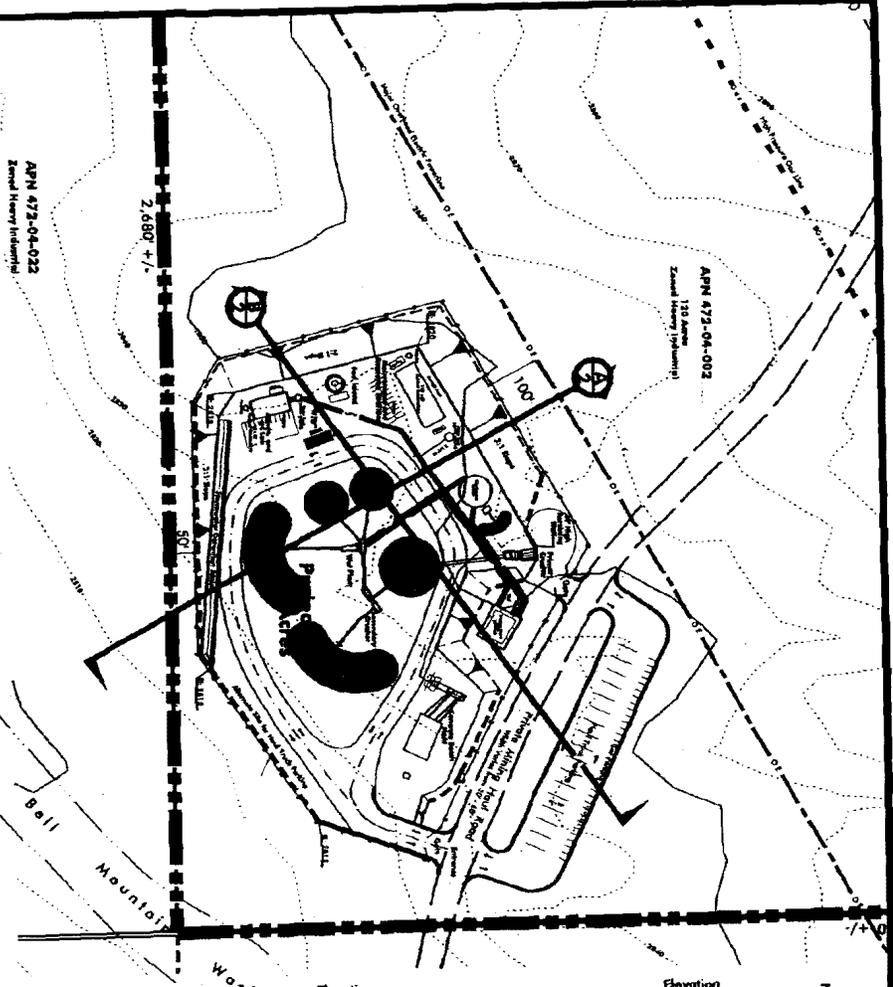
1. Project Name: Aggregate Processing Facility
2. Project Location: 12345 Main Street, City of Victorville, California
3. Project Owner: ABC Company, Inc.
4. Project Description: The project consists of the construction and operation of an aggregate processing facility, including the installation of processing equipment, storage piles, and access roads.
5. Project Area: 100,000 sq. ft.
6. Project Start Date: 01/15/2024
7. Project End Date: 12/31/2024
8. Project Budget: \$5,000,000
9. Project Status: In Progress
10. Project Contact: John Doe, Project Manager, (951) 555-1234
11. Project Address: 12345 Main Street, City of Victorville, California
12. Project Coordinates: 33.7187° N, 117.2087° W
13. Project Zoning: M-1 (Manufacturing)
14. Project Permits: City of Victorville Planning Department, 06-033
15. Project Date: 06/03/2024
16. Project Scale: 1" = 100' (Horizontal), 1" = 10' (Vertical)

Site Plan

Aggregate Processing Facility
City of Victorville, California



City of Victorville, California



Site Plan Detail

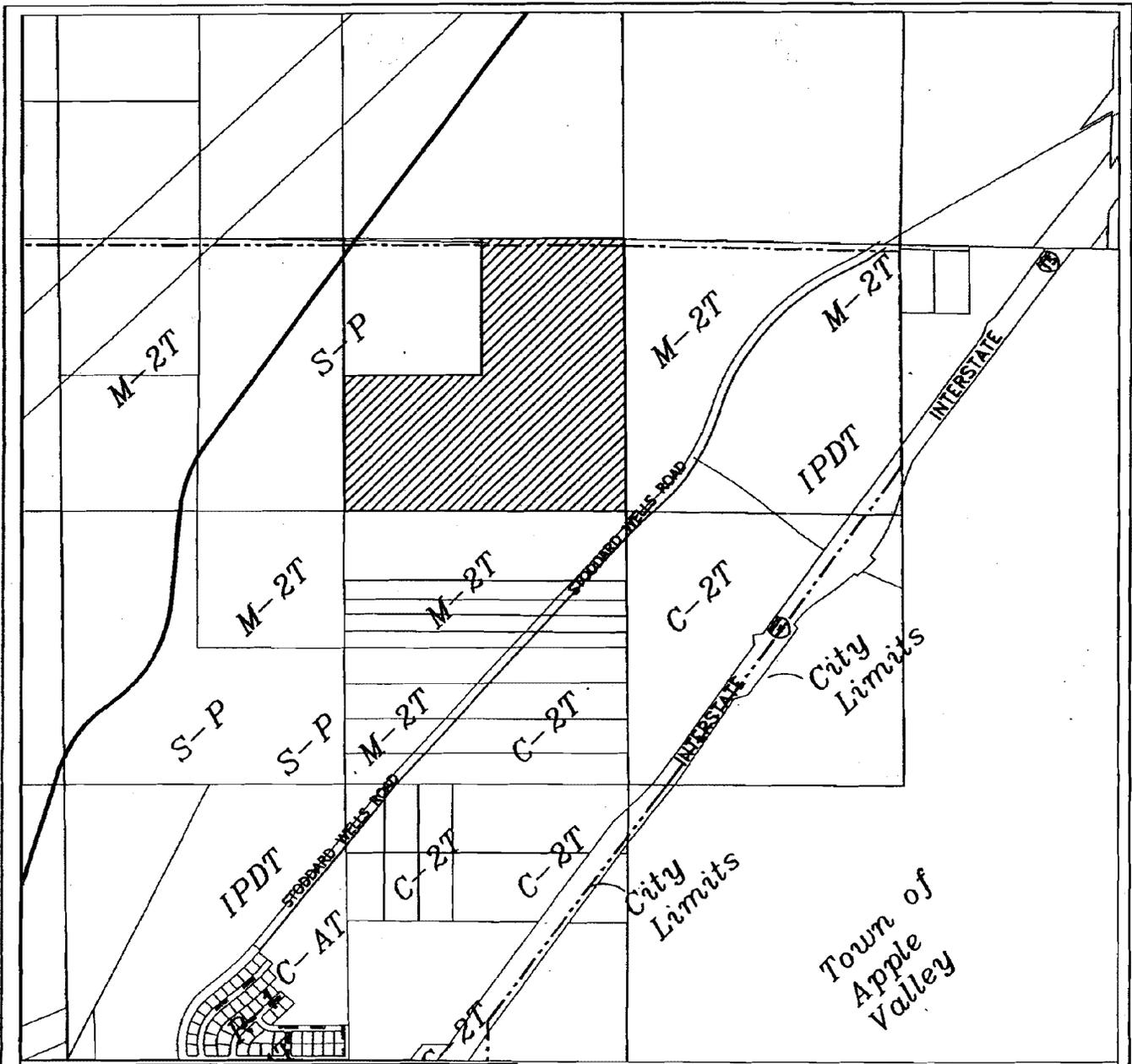
Aggregate Processing Facility
City of Yuba, California

Scale: 1 inch = 100 feet
 Date: 10/15/03
 Project: Aggregate Processing Facility
 City of Yuba, California
 1000 North State Street, Yuba, CA 95912
 Phone: (916) 923-1100
 Fax: (916) 923-1101
 Website: www.cityofyuba.com

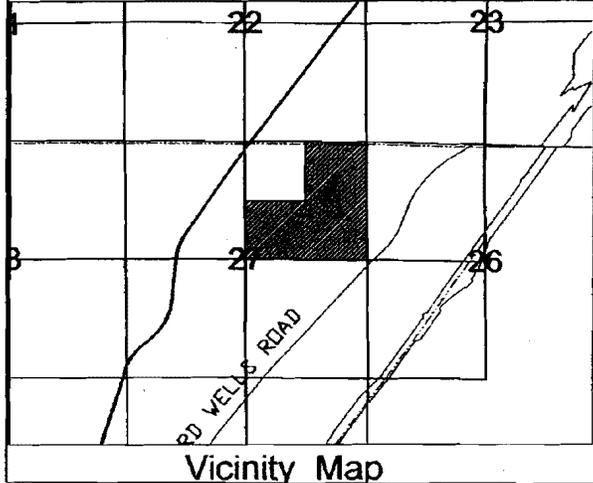


NO.	REVISION	DATE	BY	CHKD.

Prepared by: **COLBURN**
 CONSULTING ENGINEERS
 1000 North State Street, Yuba, CA 95912
 Phone: (916) 923-1100
 Fax: (916) 923-1101
 Website: www.colburn.com



Town of
Apple
Valley

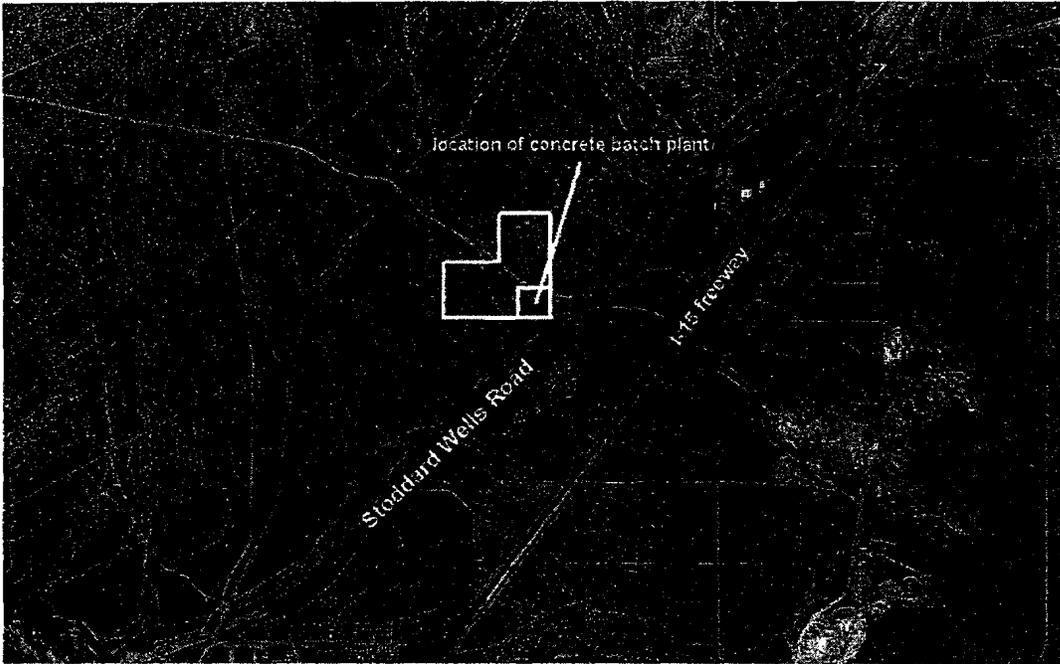


Vicinity Map

Title: PROPERTY LOCATION MAP			
Zoning: M-2T	Area: ±120.00 Acres		
Assessor Parcel Number: 0472-041-02			
Location: North of Rancho Road and northwest of Stoddard Wells Road.			
Drawn By: BD	Checked By: JR	Date: 05-25-06	Case Number: SP-06-033 & CUP-06-024

Graphics are diagrammatic only - Not to Scale

Prepared by: City of Victorville Planning Department



Aerial showing location of SP-06-033 and CUP-06-024

CITY OF VICTORVILLE PLANNING DEPARTMENT
14343 Civic Drive, Victorville, California 92392
(760) 955-5135 FAX (760) 245-8250

DRAFT MITIGATED NEGATIVE DECLARATION (Revised)
Preparation Date: August 2, 2006

Name or Title of Project: Site Plan SP-06-033 and Conditional Use Permit CUP-06-024

Location: North of Rancho Road and northwest of Stoddard Wells Road. Also referenced as Assessor's Parcel Number 472-041-02.

Entity or Person Undertaking Project: Riverside Cement Company
P.O. Box L
Oro Grande, Ca. 92368

Description of Project: A Site Plan to allow for a concrete ready-mix and aggregate plant along with ancillary facilities such as maintenance and administration buildings. A Conditional Use Permit for concrete plant use of the property.

Statement of Findings: The Planning Commission has reviewed the Initial Study for this proposed project and has found that there are no adverse environmental impacts to either the man-made or physical environmental setting and does hereby direct staff to file a Notice of Determination, pursuant to the California Environmental Quality Act (CEQA).

A copy of the Initial Study and other applicable documents used to support the proposed Negative Declaration is available for review at the City of Victorville Planning Department.

Mitigation Measures:

1. *The initial approval period shall be till December 31 of 2012. Prior to the expiration, the applicant and the City shall review project for compliance with the "Northern Triangle" Specific Plan and it's development to determine if the operation of the concrete batch plant can continue without impact to neighboring uses. The project shall thereafter be reviewed on a yearly basis to determine said compliance.*
2. Prior to grading permit issuance the applicant will obtain coverage under the statewide general NPDES permit for control of construction and post-construction related stormwater. In addition, the applicant shall prepare a Stormwater Pollution Prevention Plan as required in the permit and shall identify site specific Best Management Practices that will be implemented.
3. The applicant shall be responsible for obtaining all necessary permits from any affected regulatory agencies.
4. Onsite Processing Plants – maintain and annually renew existing permits to operate the aggregate process plant and concrete batch plant from the MDAQMD and be in compliance with said permits.
5. Onsite Dust Emissions – Use periodic watering for short-term stabilization of disturbed surfaces at least twice per day and more often during visible dust episodes. All roads, driveways, mining areas and plant areas shall be kept wetted while being used, and shall be treated with EPA approved dust suppressants to prevent emission of dust as needed.

NEGATIVE DECLARATION – SP-06-033 & CUP-06-024

6. Loaded Trucks – All loaded trucks leaving from the site shall be properly trimmed with a 6-inch freeboard height and/or covered and sprayed with water so as to minimize dust and prevent spillage onto public roadway per California Vehicle Code 23114.
7. Stockpile Protection – Apply water daily or use a soil stabilizer during mining and on material stockpiles to prevent visible dust from leaving the property boundaries.
8. Suspend Operations for High Winds – Surface mining or earthmoving operations shall be suspended when sustained wind speed exceeds 30 miles per hour and extra watering shall be implemented.
9. If a tortoise moves on to the site during future construction activities, all activities should cease, and DFG and USFWS contacted to discuss appropriate mitigations.
10. If a desert tortoise moves on to the site during future construction activities, the desert tortoises should not be handled by any project personnel.

Mohave ground squirrel

11. The applicant shall provide mitigation lands at a ratio of 1:1. These lands will be purchased in an area known to support populations of the species. The mitigation lands will be evaluated to ensure they provide habitat equal to or better than the habitat that will be lost as a result of development of the project site. In addition, CDFG approval of the mitigation lands will be obtained before acquisition is completed, and an Incidental Take Permit will be applied for as part of the overall mitigation process.
12. Appropriate enhancement, endowment, and research fees will be provided by the project proponent as per CDFG requirements. These fees will be paid on a 1:1 basis prior to commencement of ground disturbing activities.
13. An educational brochure will be provided to all construction personnel regarding the Mohave ground squirrel prior to start of ground disturbing activities.

Burrowing Owl

14. Pre-Construction surveys on the site and in the surrounding area out to 500 feet should be conducted no more than 30-days prior to ground disturbing activities. If ground disturbing activities are delayed for more than 30-days, additional surveys will be required.
15. Surveys should be conducted during the winter season between December 1 and January 31, if deemed necessary by CDFG.
16. If owls are observed on the site during future surveys, mitigations which will be required to reduce impacts to less than significant will include the following:
 - Occupied burrows should not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the Department verifies through non-invasive methods either: (1) the birds have not begun egg-laying and

JLR

NEGATIVE DECLARATION – SP-06-033 & CUP-06-024

incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.

- To off-set the loss of foraging and burrow habitat on the project site, a minimum of 6.5 acres of burrowing owl habitat per pair or unpaired birds should be acquired and permanently protected.
- Existing unsuitable burrows should be enhanced or new burrows created at a ratio of 2:1 on the protected lands site; and
- The project proponent should provide funding for long-term management and monitoring of the protected land. A monitoring plan for the protected lands should be required which includes success criteria, remedial measures, and annual reports to the Department.

17. *The minimum screening standards shall be afghan pine (pinus eldarica) 24" box trees spaced at 15' on center. A chain-link fence a minimum of eight feet high shall back the planting. The landscaping shall completely screen the activity within three years after planting. Any change to landscape material or screening methods shall be subject to review and approval by the Director of Development. All landscaping shall comply with Water Conservation Ordinance No. 2114.*

18. The applicant shall provide for an on-site paleontological/archaeological inspector to monitor all grading operations, or a letter from said licensed professional indicating that monitoring is not necessary during grading. Further, if disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2. The results of said monitoring shall be filed with the Director of Planning or his designee prior to the final approval of the development.

Public Review Period: April 27 through May 26, 2006

Tentative Public Hearing Date: June 14, 2006

Recommended for adoption by the Planning Commission on _____

RYAN McEACHRON, CHAIRMAN
VICTORVILLE PLANNING COMMISSION

BILL WEBB
DIRECTOR OF DEVELOPMENT

JLR

**INITIAL STUDY
ENVIRONMENTAL CHECKLIST FORM**

1. **Project title:** Site Plan SP-06-033 & Conditional Use Permit CUP-06-024
2. **Lead agency name and address:** City of Victorville Planning Department, PO Box 5001, Victorville, California 92393-5001.
3. **Contact person and phone number:** Jonathan Roberts, Assistant Planner 760-955-5145.
4. **Project location:** North of Rancho Road and northwest of Stoddard Wells Road. Also referenced as Assessor's Parcel Number 472-041-02.
5. **Project sponsor's name and address:** Riverside Cement Company, P.O. Box L, Oro Grande, Ca. 92368.
6. **General Plan designation:** Heavy Industrial.
7. **Zoning:** M-2T (Heavy Industrial – Transitional).
8. **Description of project:** A Site Plan to allow for a concrete ready-mix and aggregate plant along with ancillary facilities such as maintenance and administration buildings. A Conditional Use Permit for concrete plant use of the property.
9. **Surrounding land uses and setting:** The site is surrounded by vacant land on all sides.
10. **Other public agency whose approval is required** General construction storm water permit (NPDES) – State Water Resources Board, California Department of Fish and Game 2081 permit, MDAQMD operation permits, issuance of building permits and completion of structures to code is required by the City prior to establishment of the use.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTS:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/>	Land Use and Planning	<input type="checkbox"/>	Transportation/Circulation	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Population and Housing	<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Utilities and Service Systems
<input type="checkbox"/>	Geological Problems	<input type="checkbox"/>	Energy and Mineral Resources	<input type="checkbox"/>	Aesthetics
<input type="checkbox"/>	Water	<input type="checkbox"/>	Hazards	<input type="checkbox"/>	Cultural Resources
<input type="checkbox"/>	Air Quality	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Recreation
		<input type="checkbox"/>	Mandatory Findings of Significance		

DETERMINATION:

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared. (De Minimis)
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A **NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated". An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that the proposed project **WILL NOT** have a significant effect on the environment, because no new potentially significant effects have been identified beyond those previously analyzed adequately in an earlier EIR (Final Program Environmental Impact Report for the City's 1997 Comprehensive General Plan Update, State Clearinghouse No. 97011040), pursuant to applicable standards, and no additional mitigation measures beyond those imposed as part of that previous EIR are necessary to be imposed upon the proposed project to reduce mitigable impacts to a insignificant level. Therefore, no additional environmental documentation is necessary.

Signature: Jonathan Roberts Date: April 19, 2006
Jonathan Roberts, Assistant For: Victorville Planning Department
Planner

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is provided for all answers except "No Impact" answers that are adequately supported by the information sources the lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer is explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) "Potentially Significant Impact" is noted if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a

"Less Significant Impact". The lead agency describe the mitigation measures, and briefly explains how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses", may be cross-referenced).

5) Earlier analyses may be referenced where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVII at the end of the checklist.

6) The lead agency incorporates into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document, where appropriate, includes a reference to the page or pages where the statement is substantiated. See the sample question below. A source list is attached, and other sources used or individuals contacted are cited in the discussion.

	<i>Potentially Significant</i>		
	<i>Unless Mitigation Incorporated</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>

ENVIRONMENTAL IMPACTS:

I. LAND USE AND PLANNING. *Would the proposal*

- a) Conflict with general plan designation or zoning? (1, Figure 3 and 2, Sheet 1)
- b) Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project? (3, 1)
- c) Be incompatible with existing land use in the vicinity? (4)
- d) Affect agricultural resources or operations (e.g., impacts to soils or farmlands, or impacts from incompatible land uses)? (5)
- e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)? (4)

	X		
			X
			X
			X
			X

Comments: The General Plan Land Use designation is Specific Plan and the current zoning for the project site is M-2T (Heavy Industrial-Transitional), however, an interim-zoning ordinance requires Conditional Use Permit approval for all new uses. The City is in the process of updating the entire General Plan. The area between the Mojave River and Interstate 15 was found to be an area with excellent potential for a mix of regional commercial, high-density residential, light industrial and estate residential. A Specific Plan is to be developed for the area, however, at this time it is unclear what impact the concrete batch plant could have on the area. In order to prevent a potential incompatible land use, the following mitigation measure is proposed:

- 1. **The initial approval period shall be for a period of five years. Prior to the expiration, the applicant and the City shall review the Specific Plan and it's development to determine if the operation of the concrete batch plant can continue without impact to neighboring uses.**

Potentially Significant
Potentially Significant Impact *Unless Mitigation Incorporated* *Less than Significant Impact* *No Impact*

II. POPULATION AND HOUSING. *Would the proposal:*

- a) Cumulatively exceed official regional or local population projections? (6, 4)
- b) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)? (4)
- c) Displace existing housing, especially affordable housing? (4)

			X
			X
			X

Comments: Development of a concrete plant will not cause local or regional population to exceed projections. The project does not involve extensions of major infrastructure, which would lead to further growth in the area. Since the project site is vacant, development of it will not displace any existing housing. No mitigation necessary.

III. GEOLOGIC PROBLEMS. *Would the proposal result in or expose people to potential impacts involving:*

- a) Fault rupture? (8, Figure 1)
- b) Seismic ground shaking? (8, Table 2)
- c) Seismic ground failure, including liquefaction? (5) and 8, 4 and Table 2)
- d) Seiche, tsunami, or volcanic hazard? (8, Table 2)
- e) Landslides or mudflows? (8, 7 and Figure 3)
- f) Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill? (8, Figure 3)
- g) Subsidence of land? (3, Figure 8)
- h) Expansive soils? (5)
- i) Unique geologic or physical features? (5)

			X
		X	
			X
			X
			X
			X
			X
			X
			X

Comments: There are no known or suspected fault traces located within the Victorville Planning Area. Additionally, the City Planning Area is not subject to the provisions of Alquist-Priolo Special Studies Zones. The City is located in an area with a high potential for severe ground shaking. However, as a function of development all buildings must comply with the Victorville Municipal Code and the latest adopted version of the Uniform Building Code, which will ensure that the buildings would adequately resist the forces of an earthquake (9, 1). No mitigation necessary.

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IV. WATER. *Would the proposal result in:*

- a) Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff? (11, graphic)
- b) Exposure of people or property to water related hazards such as flooding? (10, Panel 5795)
- c) Discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen or turbidity)? (4)
- d) Changes in the amount of surface water in any water body? (4)
- e) Changes in currents, or the course or direction of water movements? (4)
- f) Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability? (11)
- g) Altered direction or rate of flow of groundwater? (4)
- h) Impacts to groundwater quality? (4)
- i) Substantial reduction in the amount of groundwater otherwise available for public water supplies? (11)

		X	
			X
		X	
			X
		X	
			X
			X
	X		
		X	

Comments: The proposed development may change absorption rates and potential drainage patterns, as well as affect the amount of surface water runoff. The site has been designed with a detention basin to collect all potential runoff. This will prevent discharge into the neighboring wash. The site currently sheet flows to the wash and drainage will be redirected to the detention basin, however, this impact is considered less than significant due to the small site size and the benefits of the detention basin.

The City has adopted a flood drainage fee that is assessed on all properties in the City and is to be used for constructing drainage structures (20, 1). Measures that achieve a reduction in pollutants generated by developments after construction will be integrated into the Storm Water Pollution Prevention Plan (SWPPP) that must be prepared for projects in accordance with National Pollutant Discharge Elimination System (NPDES) permitting procedures. All projects are required to comply with NPDES requirements, including permits, prior to issuance of a grading permit. Therefore, the following mitigation measure shall be incorporated to ensure the impact is less than significant:

2. Prior to issuance of a grading permit the applicant shall obtain coverage, if required, under the statewide general National Pollutant Discharge Elimination System (NPDES) permit for control of construction and post-construction related storm water. In addition, if coverage is required, the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required in the NPDES permit and identify site-specific best management practices that will be used.

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Additionally, the site is located adjacent to "Bell Mountain Wash" whose waters may fall under the jurisdiction of USACOE, CDFG and/or RWQCB, therefore, the following mitigation measure shall be implemented:

3. The applicant shall be responsible for obtaining all necessary permits from any affected regulatory agencies.

Any new construction shall employ all water conservation measures outlined in the State Appliance Efficiency Standards as enforced by the Building Department as part of obtaining a building permit for the development. In addition, all combustible liquids, oils and solvents used in conjunction with the facility shall be handled in accordance with the Uniform Fire Code, which will ensure that groundwater quality is not degraded by this facility (12, 125).

Although the actual water demand for the development is currently unknown, new development creates additional demand for the water purveyor. The Victor Valley Water District is the water purveyor for this site and as such may have to purchase replacement water if the district exceeds the free production allowance as stipulated in the final Judgment to the Mojave Basin Area Adjudication which was entered on January 10, 1996. The District charges connection fees based on the amount of usage to help provide for replacement water if needed.

V. AIR QUALITY. Would the proposal:

- a) Violate any air quality standard or contribute to an existing or projected air quality violation? (13, 1)
- b) Expose sensitive receptors to pollutants? (4)
- c) Alter air movement, moisture, or temperature, or cause any changes in climate? (13, 1)
- d) Create objectionable odors? (11)

	X		
	X		
			X
			X

Comments: The site is within the Mojave Desert Air Basin (MDAB) and is under the jurisdiction of the Mojave Desert Air Quality Management District (MDAQMD). Due to the nature of the proposed use, rock crushing & concrete manufacturing, significant amounts of dust could be created.

Stationary and operation emissions from the project will be subject to review and permitting by the MDAQMD. Therefore, the following dust control and air emission reduction measures shall be incorporated:

- 4. **Onsite Processing Plants** – maintain and annually renew existing permits to operate the aggregate process plant and concrete batch plant from the MDAQMD and be in compliance with said permits.
- 5. **Onsite Dust Emissions** – Use periodic watering for short-term stabilization of disturbed surfaces at least twice per day and more often during visible dust episodes. All roads, driveways, mining areas and plant areas shall be kept wetted while being used, and shall be treated with EPA approved dust suppressants to prevent emission of dust as needed.

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- 6. **Loaded Trucks** – All loaded trucks leaving from the site shall be properly trimmed with a 6-inch freeboard height and/or covered and sprayed with water so as to minimize dust and prevent spillage onto public roadway per California Vehicle Code 23114.
- 7. **Stockpile Protection** – Apply water daily or use a soil stabilizer during mining and on material stockpiles to prevent visible dust from leaving the property boundaries.
- 8. **Suspend Operations for High Winds** – Surface mining or earthmoving operations shall be suspended when sustained wind speed exceeds 30 miles per hour and extra watering shall be implemented.

VI. TRANSPORTATION/CIRCULATION. *Would the proposal result in:*

a) Increased vehicle trips or traffic congestion? (11, graphic)			X	
b) Hazards to safety from design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (11, graphic)				X
c) Inadequate emergency access or access to nearby uses? (4)				X
d) Insufficient parking capacity on-site or off-site? (11, graphic)				X
e) Hazards or barriers for pedestrians or bicyclists? (11, graphic)				X
f) Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)? (11, graphic)				X
g) Rail, waterborne or air traffic impacts? (11, graphic)				X

Comments: The City of Victorville General Plan Circulation Element is designed so the master-planned roadways operate at a Level of Service of "C" or better at build-out (14, 8). In evaluating Level of Service, existing land use designations were applied. Development of the project will result in increased generation of vehicular trips; which will impact master planned roadways in the short term. However, this short-term increase will be mitigated through the assessment of development impact fees, which provides funding for the construction of roadways to reduce the impacts of additional vehicular traffic. The site will access Stoddard Wells Road, which currently experiences minimal traffic namely trash trucks traveling north to a landfill. The site has easy access to the freeway, however, a stop sign may be required by the Engineering Department where "Haul" Road crosses Stoddard Wells Road. No mitigation necessary.

VII. BIOLOGICAL RESOURCES. *Would the proposal result in impacts to:*

a) Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)? (15)		X		
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	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
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b) Locally designated species (e.g., heritage trees)? (15)		X		
c) Locally designated natural communities (e.g., oak forest, coastal habitat, etc.)? (4)				X
d) Wetland habitat (e.g., marsh, riparian, and vernal pool)? (4)				X
e) Wildlife dispersal or migration corridors? (15)				X

Comments: Development of the site would consist of the removal of all vegetation and grading of the entire site for single-family residential lots and streets. According to the Department of Fish and Game, five listed or sensitive species which include the desert tortoise, Mohave ground squirrel, burrowing owl, sharp-shinned hawk, and loggerhead shrike may occur within the City limits. A biological survey was prepared on February 16, 2006 by White & Leatherman Bioservices, which found habitat and occurrences of the above listed species. The following mitigation measures are proposed to reduce any impacts to less than significant.

Desert Tortoise: The proposed project would occur on suitable desert tortoise habitat occupied at low density. Although no desert tortoise were found during the surveys, the following mitigation is proposed:

9. If a tortoise moves on to the site during future construction activities, all activities should cease, and DFG and USFWS contacted to discuss appropriate mitigations.
10. If a desert tortoise moves on to the site during future construction activities, the desert tortoises should not be handled by any project personnel.

Mohave Ground Squirrel: The site is within the known range of the species. Therefore, CDFG will require the following mitigations be implemented to reduce the impacts to a level of less than significant.

11. The applicant shall provide mitigation lands at a ratio of 1:1. These lands will be purchased in an area known to support populations of the species. The mitigation lands will be evaluated to ensure they provide habitat equal to or better than the habitat that will be lost as a result of development of the project site. In addition, CDFG approval of the mitigation lands will be obtained before acquisition is completed, and an Incidental Take Permit will be applied for as part of the overall mitigation process.
12. Appropriate enhancement, endowment, and research fees will be provided by the project proponent as per CDFG requirements. These fees will be paid on a 1:1 basis prior to commencement of ground disturbing activities.
13. An educational brochure will be provided to all construction personnel regarding the Mohave ground squirrel prior to start of ground disturbing activities.

Burrowing Owl: The survey found burrowing owls and burrows on-site. Therefore, additional surveys should be conducted per CDFG requirements as outlined below:

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No
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14. Pre-Construction surveys on the site and in the surrounding area out to 500 feet should be conducted no more than 30-days prior to ground disturbing activities. If ground disturbing activities are delayed for more than 30-days, additional surveys will be required.
15. Surveys should be conducted during the winter season between December 1 and January 31, if deemed necessary by CDFG.
16. If owls are observed on the site during future surveys, mitigations which will be required to reduce impacts to less than significant will include the following:
 - a. Occupied burrows should not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the Department verifies through non-invasive methods either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.
 - b. To off-set the loss of foraging and burrow habitat on the project site, a minimum of 6.5 acres of burrowing owl habitat per pair or unpaired birds should be acquired and permanently protected.
 - c. Existing unsuitable burrows should be enhanced or new burrows created at a ratio of 2:1 on the protected lands site; and
 - d. The project proponent should provide funding for long-term management and monitoring of the protected land. A monitoring plan for the protected lands should be required which includes success criteria, remedial measures, and annual reports to the Department.

Loggerhead Shrikes: This species was also observed on the property, however, it is a migratory bird and due to the site size, any loss of habitat would be considered insignificant.

Additionally, the City enforces a Joshua tree (*Yucca Brevifolia*) preservation ordinance and relocation program which prohibits the removal of the trees without the consent of the City (20, 287). No mitigation necessary.

VIII. ENERGY AND MINERAL RESOURCES. *Would the proposal:*

a) Conflict with adopted energy conservation plans? (6, 36)				X
b) Use nonrenewable resources in a wasteful and inefficient manner? (11, graphic)				X
c) Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State? (3, 10)				X

Potentially Significant
Potentially Significant Unless Mitigation Incorporated *Less than Significant Impact* *No Impact*

Comments: The proposed project will not significantly increase the use of substantial amounts of fuel or energy, nor create the need to develop new sources of energy since the site is in close proximity to existing development. Further, utilization of energy conservation measures required under the State Appliance Efficiency Standards in Title 20, such as efficient mechanical systems designed in accordance with heating calculations and other code regulations will reduce the use of energy. No mitigation necessary.

IX. HAZARDS. *Would the proposal:*

- a) A risk of accidental explosion or release of hazardous substances (including, but not limited to, oil, pesticides, chemicals, or radiation)? (11)
- b) Possible interference with an emergency response plan or emergency evacuation plan? (8, Figure 5)
- c) The creation of any health hazard or potential health hazard? (11)
- d) Exposure of people to existing sources of potential health hazards? (4)
- e) Increased fire hazard in areas with flammable brush, grass, or trees? (11)

		X	
			X
			X
			X
			X

Comments: The proposed aggregate and ready-mix facility will require various fuels such as diesel and gasoline, oils and lubricants for operating the machinery and vehicles. The fuel storage and handling areas will comply with the materials handling and fire department requirements. Prior to the development of the site the ground will be graded which removes all flammable brush, grass, and/or trees. No mitigation necessary.

X. NOISE. *Would the proposal result in:*

- a) Increases in existing noise levels? (11)
- b) Exposure of people to severe noise levels? (11)

		X	
		X	

Comments: The proposed project would increase the existing noise levels in the area significantly. However, the immediate area is currently vacant and the present zoning would not place any sensitive uses such as residential housing in the area. Consistent with mitigation measure #1 mentioned above under *Land Use And Planning*, the use will be re-evaluated after five years of operation. Therefore, any impact will be considered less than significant. No mitigation necessary.

XI. PUBLIC SERVICES. *Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:*

- a) Fire protection? (11)
- b) Police protection? (11)
- c) Schools? (11)

		X	
		X	
		X	

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d) Maintenance of public facilities, including roads? (11)			X	
e) Other government services? (11)				X

Comments: The proposed development may result in a need for increase in public services. Consequently, the public service agencies may need to increase budgets to commit to those increased services. With regard to capital facilities, development impact fees will be utilized by the public service agencies to ensure the appropriate levels of capital resources necessary to serve the development. Further, the development will be subject to other fees and assessments that will reduce the impact of this development to a level of non-significance (18, 314). No mitigation necessary.

XII. UTILITIES AND SERVICE SYSTEMS. *Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:*

a) Power or natural gas? (11)				X
b) Communications systems? (11)				X
c) Local or regional water treatment or distribution facilities? (11)				X
d) Sewer or septic tanks? (11)				X
e) Storm water drainage? (11)				X
f) Solid waste disposal? (11)				X
g) Local or regional water supplies? (11)				X

Comments: Inasmuch as utilities are already provided near the area, only minor extensions to the proposed development would be required. Consequently, the need for altered utility systems would be insignificant, and no new systems will be necessary. Also see discussion under section IV. WATER. No mitigation necessary.

XIII. AESTHETICS. *Would the proposal:*

a) Affect a scenic vista or scenic highway? (11)				X
b) Have a demonstrable negative aesthetic effect? (11)		X		
c) Create light or glare? (11)			X	

Comments: The proposed project will not affect any scenic vistas or scenic highways. The proposed project will have adverse impact to the aesthetics of the area, therefore the following mitigation is proposed:

- 17. The minimum screening standards shall be at least two rows of dense evergreen planting. A chain-link fence with view obscuring slats a minimum of eight feet high shall back the planting. The landscaping shall completely screen the activity within three years after planting.

Potentially Significant
Potentially Significant Impact *Unless Mitigation Incorporated* *Less than Significant Impact* *No Impact*

XIV. CULTURAL RESOURCES. *Would the proposal:*

- a) Disturb paleontological resources? (4)
- b) Disturb archaeological resources? (4)
- c) Have the potential to cause a physical change which would affect unique ethnic cultural values? (4)
- d) Restrict existing religious or sacred uses within the potential impact area? (4)

	X		
	X		
			X
			X

Comments: The site is not known to be within an area with existing religious or sacred uses. However, because the City of Victorville is in a potential resource rich area as far as paleontological resources are concerned, monitoring of grading activities is a necessary activity associated with any development. Therefore, the following mitigation measure shall be incorporated to ensure the impact is less than significant:

18. The applicant shall provide for an on-site paleontological/archaeological inspector to monitor all grading operations, or a letter from said licensed professional indicating that monitoring is not necessary during grading. Further, if disturbed resources are required to be collected and preserved, the applicant shall be required to participate financially up to the limits imposed by Public Resources Code Section 21083.2. The results of said monitoring shall be filed with the Director of Planning or his designee prior to the final approval of the development.

XV. RECREATION. *Would the proposal:*

- a) Increase the demand for neighborhood or regional parks or other recreational facilities? (11)
- b) Affect existing recreational opportunities? (11)

		X	
			X

Comments: An Industrial project does not create more demand on existing recreational facilities. The developer is required to pay a park fee within the Development Impact Fee, which will reduce any impact to less than significant. The land is currently vacant and does not affect existing recreational opportunities. No mitigation necessary.

Potentially Significant
Potentially Significant Impact *Unless Mitigation Incorporated* *Less than Significant Impact* *No Impact*

MANDATORY FINDINGS OF SIGNIFICANCE.

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?
- b) Does the project have the potential to achieve short-term, to the disadvantage or long-term, environmental goals?
- c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)
- d) Does the project have environmental effects which will cause substantial adverse affects on human beings, either directly or indirectly?

			X
			X
		X	
			X

Comments: c) With the increase in building activity recently experienced in the Victor Valley/High Desert area, it is reasonably foreseeable that a large portion of industrial zoned land will develop with industrial projects in the future. However, the City's General Plan anticipated such development and prescribed measures that have been implemented to provide adequate services within the City proper and its sphere of influence.

Regarding biological resources, the City is currently involved in a cumulative impact analysis through our active participation in the development of the West Mojave Habitat Conservation Plan. This plan will mitigate all future development of land within the City and the Victor Valley/High Desert in general through mitigation measures and/or fees that have been reviewed by the Department of Fish and Game. The plan is in the last phase of the approval process. Until such plan is in effect, the City imposes mitigation measures, which along with implementation of 2081 permits, results in the conservation of more suitable habitat outside the city limits of Victorville. In addition, recent biological surveys and trappings detected no Desert Tortoises or Mohave ground squirrels within the southern three-quarters of the City, where most of the development is occurring. Therefore, the cumulative impacts are considered less than significant.

XVI. EARLIER ANALYSES.

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c)(3)(D). In this case a discussion identifies the following:

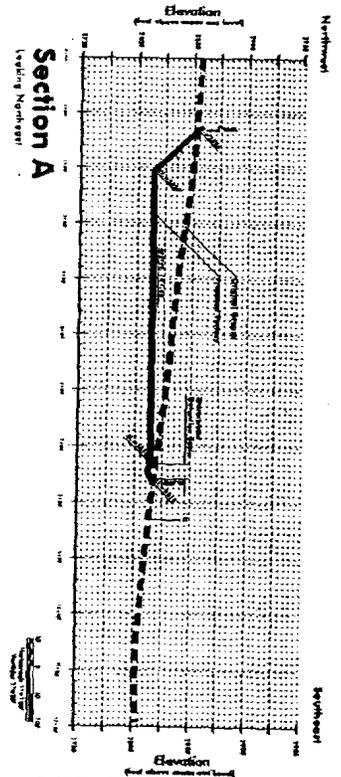
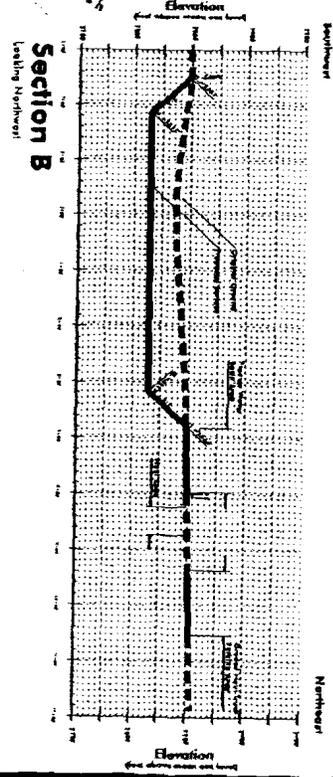
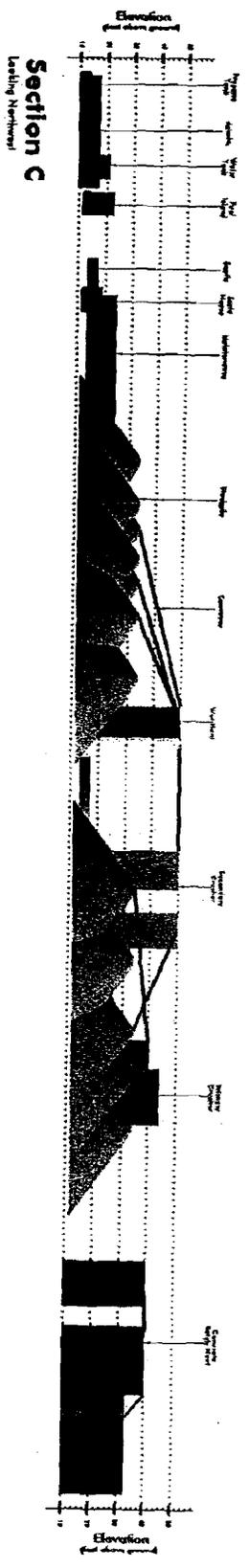
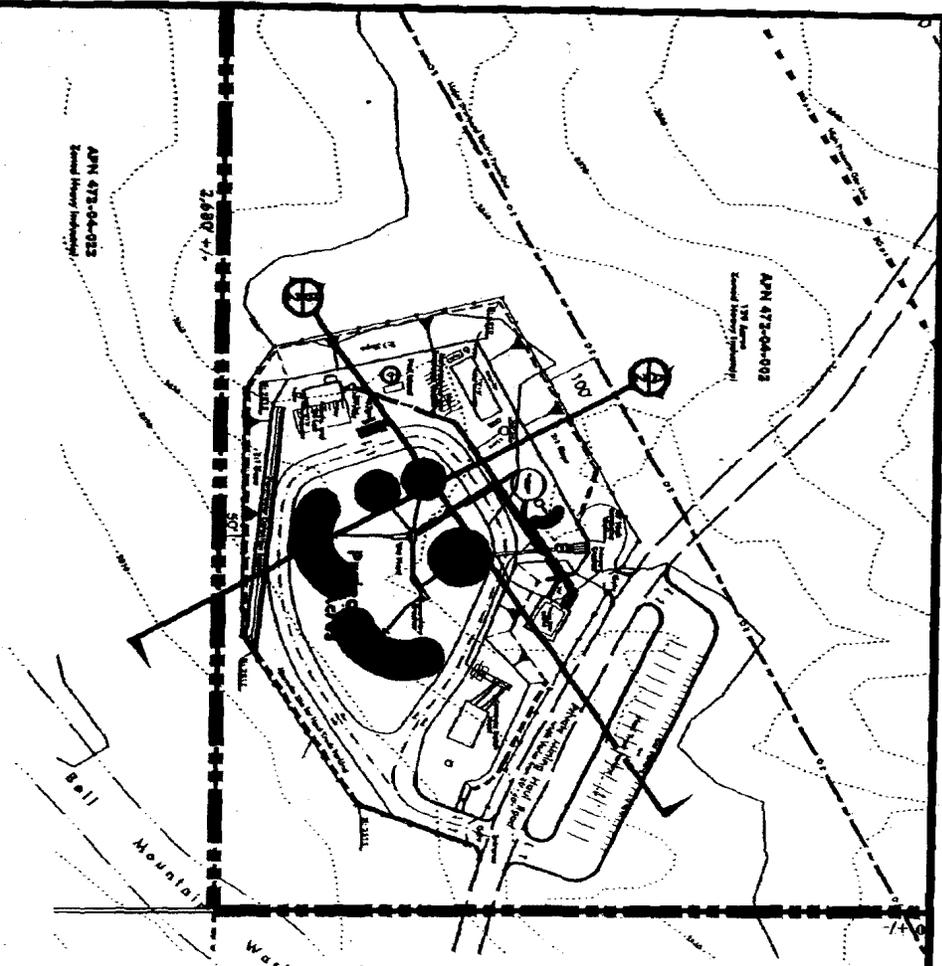
- a) **Earlier analyses used.** Earlier analyses are identified and stated where they are available for review.
- b) **Impacts adequately addressed.** Effects from the above checklist that were identified to be within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards are noted with a statement whether such effects were addressed by mitigation measures based on the earlier analysis.
- c) **Mitigation measures.** For effects that are "Less than Significant with Mitigation Incorporated", describe the mitigation measures which are incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project are described.

Authority: Public Resources Code Sections 21083 and 21087.

Reference: Public Resources Code Sections 21080(c), 21080.1, 21083, 21083.3, 21093, 21094, 21151; *Sundstrum v. County of Mendocino*, 202 CalApp 3d 296 (1988); *Leonoff v. Monterey Board of Supervisors*, 222 CalApp 3d 1337 (1990).

REFERENCES

1. 1997 City of Victorville General Plan Land Use Element.
2. City of Victorville Official Zoning Map.
3. 1997 City of Victorville General Plan Resource Element.
4. Aerial photos of the City of Victorville.
5. United States Soil Conservation Service *Soil Survey of San Bernardino County, California*.
6. 1997 City of Victorville General Plan Housing Element.
7. California Department of Finance Demographic Research Unit Report E-5, January 1, 1999.
8. 1997 City of Victorville General Plan Safety Element.
9. Latest adopted version of the Uniform Building Code.
10. Flood Insurance Rate Map, Community Number 060716485, Effective Date March 18, 1996, Federal Emergency Management Agency
11. SP-06-033 and CUP-06-024 application filed March 16, 2006.
12. 1991 Uniform Fire Code.
13. Personal communication with Christian Ihenacho, Supervising Air Quality Planner, Mojave Desert Air Quality Management District on August 30, 1993.
14. 1997 City of Victorville General Plan Circulation Element.
15. United States Bureau of Land Management California Desert Conservation Area, 1988.
16. Chapter 13.33 of the Victorville Municipal Code.
17. 1997 City of Victorville General Plan Noise Element.
18. Victorville Municipal Code Buildings, and Construction Ordinance, Chapter 15.04.
19. Victorville Municipal Code Zoning Ordinance, Chapter 18.16.
20. Victorville Municipal Code, Chapter 6.30.



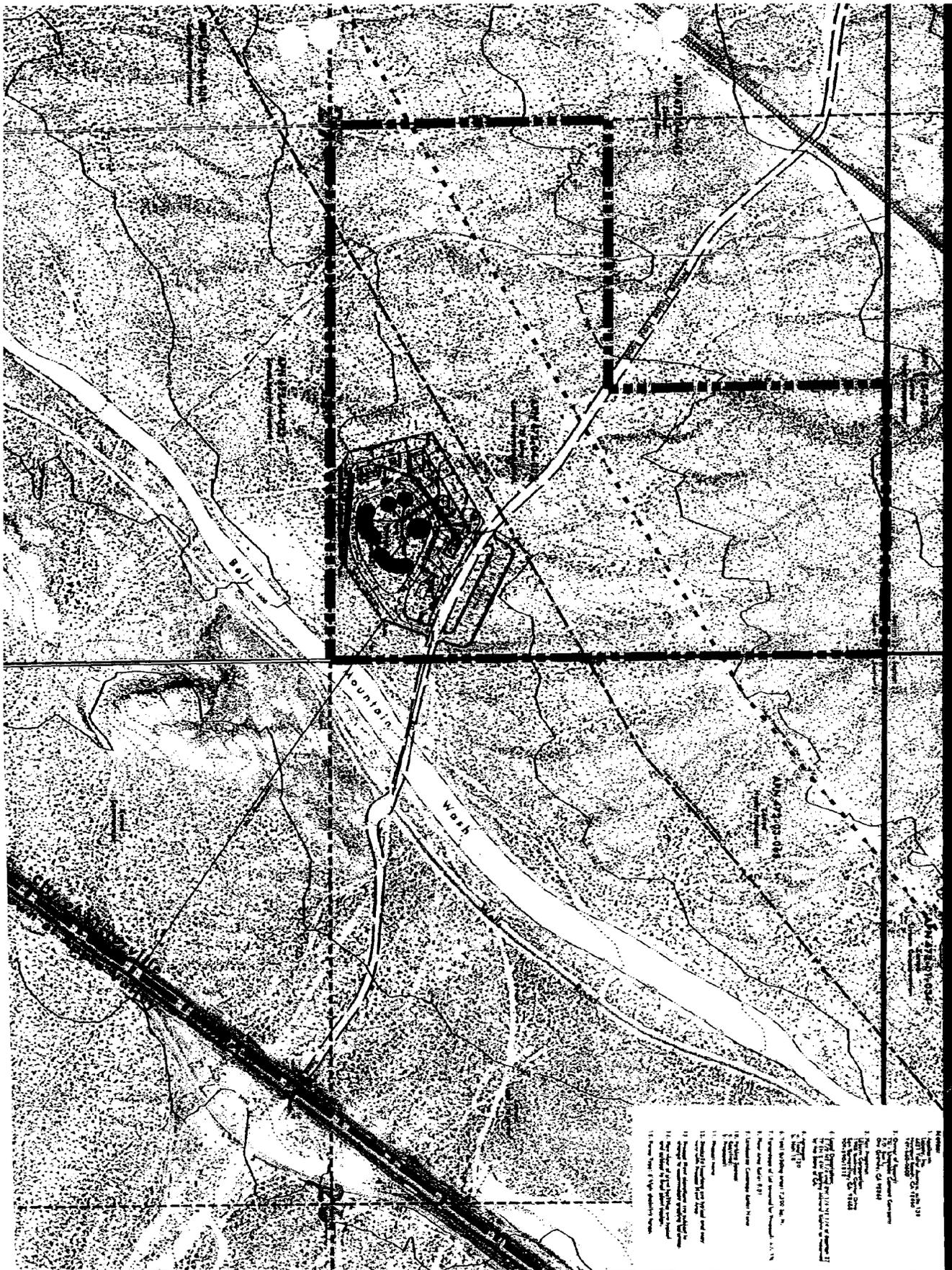
Site Plan Detail

Aggregate Processing Facility
City of Kernville, California

APN 473-04-013
APN 473-04-002

LILBURN
Civil Engineering & Surveying

1000 N. Main Street
Kernville, CA 93543
Tel: (805) 738-1111
Fax: (805) 738-1112
www.lilburn.com



- 1. Project Name: Mountain Wash Aggregate Processing Facility
- 2. Project Number: 100-100-0000
- 3. Project Location: Mountain Wash, County of Santa Clara, State of California
- 4. Project Description: The project consists of the construction and operation of an aggregate processing facility, including the construction of a processing plant, storage piles, and a truck scale.
- 5. Project Area: The project area is located on the east side of Mountain Wash, approximately 1.5 miles north of the intersection of Mountain Wash and Highway 101.
- 6. Project Area Size: The project area is approximately 100 acres in size.
- 7. Project Area Zoning: The project area is currently zoned for agricultural purposes.
- 8. Project Area Ownership: The project area is currently owned by the County of Santa Clara.
- 9. Project Area Use: The project area is currently used for agricultural purposes.
- 10. Project Area Access: The project area is accessed via Mountain Wash.
- 11. Project Area Elevation: The project area is located at an elevation of approximately 1,000 feet above sea level.
- 12. Project Area Topography: The project area is located on a relatively flat area.
- 13. Project Area Geology: The project area is located on a relatively stable geological formation.
- 14. Project Area Seismicity: The project area is located in a seismically active area.
- 15. Project Area Flood Hazard: The project area is not located in a flood hazard area.

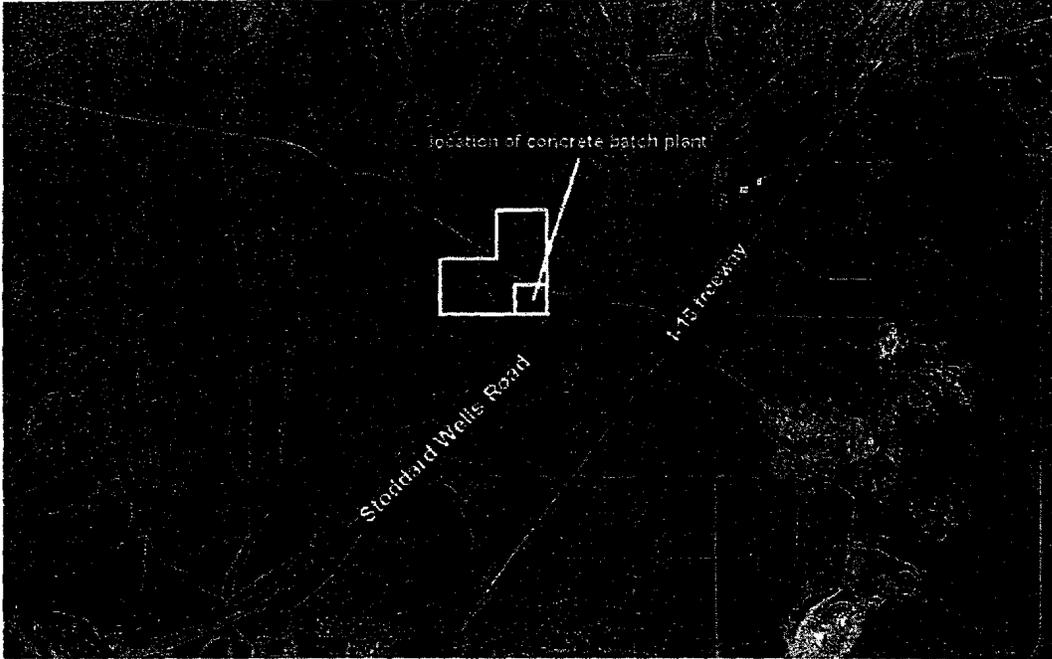
Site Plan

Aggregate Processing Facility



Symbol	Description
(Thick dashed line)	Project Boundary
(Thin solid line)	Property Boundary
(Dotted line)	Water Feature
(Double line)	Road
(Thin solid line with dashes)	Other Boundary

Symbol	Description
(Thick dashed line)	Project Boundary
(Thin solid line)	Property Boundary
(Dotted line)	Water Feature
(Double line)	Road
(Thin solid line with dashes)	Other Boundary



Aerial showing location of SP-06-033 and CUP-06-024



DEPARTMENT OF FISH AND GAME

<http://www.dfg.ca.gov>

Eastern Sierra - Inland Deserts Region (ESIDR)
407 West Line Street
Bishop, CA 93514
(760) 872-1171
(760) 872-1284 - FAX



May 25, 2006

Mr. Jonathan Roberts
City of Victorville
PO Box 5001
Victorville, CA 92393-5001

Subject: Proposed Initial Study and Negative Declaration for Proposed Site Plan SP-06-033 and Conditional Use Permit CUP-06-024 SCH 2006041166

Dear Mr. Roberts:

The Department of Fish and Game (Department) has reviewed the Initial Study (IS) and Negative Declaration (ND) for the above referenced project. The proposed project is to allow for a concrete ready-mix and aggregate plant along with ancillary facilities such as maintenance and administration buildings and conditional use permit for the property to be used as a cement plant on approximately 15 acres located north of Rancho Road and northwest of Stoddard Wells Road in the city of Victorville.

The Department is providing comments on the IS/ND as the State agency which has the statutory and common law responsibilities with regard to fish and wildlife resources and habitats. California's fish and wildlife resources, including their habitats, are held in trust for the people of the State by the Department (Fish and Game Code §11.7). The Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitats necessary for biologically sustainable populations of those species (Fish and Game Code §1802). The Department's Fish and wildlife management functions are implemented through its administration and enforcement of Fish and Game Code (Fish and Game Code §702). The Department is a trustee agency for fish and wildlife under the California Environmental Quality Act (see CEQA Guidelines, 14 Cal. Code Regs. §15386(a)). The Department is providing these comments in furtherance of these statutory responsibilities, as well as its common law role as trustee for the public's fish and wildlife.

The Department is concerned with the adequacy of the biological impact analysis and proposed mitigation measures intended to reduce potential impacts to less than significant levels. The IS/ND states that "The proposed project would occur on suitable desert tortoise habitat occupied at low density." Desert tortoise surveys were performed on the project site and two active desert tortoise burrows were found within the zone of influence (adjacent to the project site). Thus, the following mitigation measures are proposed for this species in the Negative Declaration:

Conserving California's Wildlife Since 1870

- (1) If a tortoise moves on to the site during future construction activities, all activities should cease, and DFG and USFWS contacted to discuss appropriate mitigations.
- (2) If a desert tortoise moves on to the site during future construction activities, the desert tortoises should not be handled by any project personnel.

Although these measures could be part of the mitigation measures required, they are inadequate on their own. Mitigation, as defined by CEQA Guidelines§15370, includes measures that (a) avoid the impact altogether by not taking a certain action or parts of action, (b) minimize impacts by limiting the degree or magnitude of the actions and its implementation, (c) rectify the impact by repairing, rehabilitating, or restoring the impacts environment, (d) reduce or eliminate the impact over time by preservation and maintenance operations during the life of the action and/or (e) compensate for the impact by replacing or providing substitute resources or environments after the impact of the project has been determined. Mitigation does not include requiring a deferred biological impact analysis or deferring analysis to another permitting process. Since desert tortoises are known to occupy the area adjacent to the project site and these tortoises could be using the project site, which is suitable desert tortoise habitat, there needs to be mitigation measures proposed that, at the very least, avoid and/or minimize impacts to the desert tortoise and habitat. These measures should include off-site habitat protection, pre-construction surveys, fencing, monitoring and employee training as stated in the Biological Technical Report and Focused Desert Tortoise Survey. Without additional mitigation measures, the Department believes that this project has the potential to have a significant impact on the desert tortoise.

Also, the General Biological Assessment and Focused Surveys Report states that during surveys a burrowing owl was observed within the proposed project site and two active burrows are adjacent to the project site. Thus the IS/ND correctly identifies the necessary mitigation measures to offset impacts. However, the Department urges caution in relying upon the mitigation measure that states that 30-day pre-construction surveys should be performed on site. The Department highly recommends that the project proponent coordinate the mitigation for the burrowing owl well in advance of grading. Relocation of the birds could take longer than 30 days and must be performed during the appropriate time of year. Waiting until 30 days prior to the start of grading to begin relocation of the birds does not allow adequate time to ensure a successful relocation and may result in costly project delays. The 30-day pre-construction survey is the last step in the process to ensure that no take of burrowing owl occurs as a result of project implementation.

In addition, since there are desert washes on site, the project may require a Streambed Alteration Agreement pursuant to Fish and Game Code§1600 et. seq. The Department has direct authority under Fish and Game Code§1600 et. seq. in regard to any proposed activity that would divert, obstruct, or affect the natural flow or change the bed, channel, or bank of any waterway. Departmental jurisdiction under§1600 et. seq. may apply to all lands within the 100-year floodplain. Early consultation is recommended, since modification of the proposed project may be required to avoid or

reduce impacts to fish and wildlife resources.

In conclusion, the Department believes the IS/ND is inadequate as written. A finding that any potentially significant impacts would be mitigated to less than significant levels or that no potentially significant impacts would occur as a result of the project is not supported by evidence presented in the document. The proposed document should be revised to include an adequate discussion of biological resources potentially affected by the project, an analysis of potential impacts to these biological resources, and adequate mitigation measures to offset any identified impacts. The revised document should then be re-circulated including submission of the document to the State Clearinghouse.

Questions regarding this letter and further coordination on these issues should be directed to Ms. Tonya Moore, Environmental Scientist at (760) 955-8139.

Sincerely,



Denyse Racine
Senior Environmental Scientist

cc: Ms. Tonya Moore, DFG
Ms. Judy Hohman, U.S. Fish and Wildlife Service, Ventura
State Clearinghouse
Chron Files



California Regional Water Quality Control Board
Lahontan Region



Dan Skopec
Acting Secretary

Victorville Office
14440 Civic Drive, Suite 200, Victorville, California 92392
(760) 241-6583 • Fax (760) 241-7308
<http://www.waterboards.ca.gov/lahontan>

Arnold Schwarzenegger
Governor

Date: May 30, 2006

File: Environmental Doc Review
San Bernardino County

To: Mr. Jonathan Roberts, Assistant Planner
City of Victorville – Planning Department
P.O. Box 5001
Victorville, CA 92393-5001
FAX (760) 269-0070

COMMENTS ON THE PROPOSED SITE PLAN SP-06-033 AND CONDITIONAL USE PERMIT CUP-06-024 (SCH #2006-04-1166) TO ALLOW FOR A CONCRETE READY-MIX AND AGGREGATE PLANT ALONG WITH ANCILLARY FACILITIES SUCH AS MAINTENANCE AND ADMINISTRATION BUILDINGS, AND A CONDITIONAL USE PERMIT FOR CONCRETE PLANT USE OF THE PROPERTY, LOCATED NORTH OF RANCHO ROAD AND NORTHWEST OF STODDARD WELLS ROAD, IN THE CITY OF VICTORVILLE, APN 0472-041-02

Please refer to the items checked for staff comments on the above-referenced project:

- [] The site plan for this project does not specifically identify features for the post-construction period that will control stormwater on-site or prevent pollutants from non-point sources from entering and degrading surface or ground waters. The foremost method of reducing impacts to watersheds from urban development is "Low Impact Development" (LID), the goals of which are maintaining a landscape functionally equivalent to predevelopment hydrologic conditions and minimal generation of nonpoint source pollutants. LID results in less surface runoff and potentially less impacts to receiving waters. Principles of LID include:
- Maintaining natural drainage paths and landscape features to slow and filter runoff and maximize groundwater recharge,
 - Reducing the impervious cover created by development and the associated transportation network, and
 - Managing runoff as close to the source as possible.

We understand that LID development practices that would maintain aquatic values could also reduce local infrastructure requirements and maintenance costs, and could benefit air quality, open space, and habitat. Planning tools to implement the above principles and manuals are available to provide specific guidance regarding LID.

California Environmental Protection Agency



Mr. Jonathan Roberts

- 2 -

May 30, 2006

We request you require these principles to be incorporated into the proposed project design. We request natural drainage patterns be maintained to the extent feasible.

- [X] The project requires development of a Stormwater Pollution Prevention Plan and
 a NPDES General Construction Stormwater Permit and/or
 a NPDES General Industrial Stormwater Permit

These permits are accessible on the State Board's Homepage (www.swrcb.ca.gov). Best Management Practices must be used to mitigate project impacts. The environmental document must describe the mitigation measures or Best Management Practices.

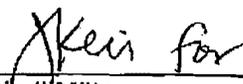
- [] The project may require a Federal Clean Water Act Section 401 Water Quality Certification from the Regional Board. Application forms can be found at our web site (www.swrcb.ca.gov/rwqcb6)

- [] The proposal does not provide specific information on impacts to surface Waters of the State and/or Waters of the U.S. These surface waters include, but are not limited to, drainages, streams, washes, ponds, pools or wetlands. Waters of the State or Waters of the U.S. may be permanent or intermittent. The Environmental Document needs to quantify these impacts. Discuss purpose of project, need for surface water disturbance, and alternatives (avoidance, minimize disturbances and mitigation). Mitigation must be identified in the environmental document including timing of construction.

Mitigation must replace functions and values of wetlands lost. For more information see the Lahontan Region Basin Plan http://www.waterboards.ca.gov/lahontan/BPlan/BPlan_Index.htm.

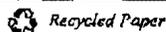
- [] Other

Please note that obtaining a permit and conducting monitoring does not constitute adequate mitigation. Development and implementation of acceptable mitigation is required.

Sincerely 
Print Name Cindi Milton
Title Supervising Engineer
Phone No. (760) 241-7413
E-Mail cmilton@waterboards.ca.gov

RC:CEQA /JMK/vv 0472-041-02.doc

California Environmental Protection Agency



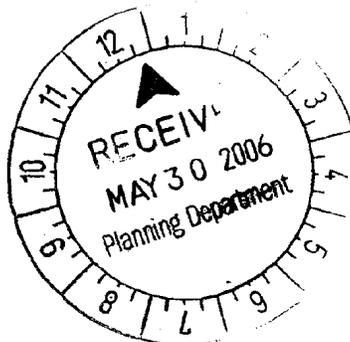
PUBLIC UTILITIES COMMISSION

320 WEST 4TH STREET, SUITE 500
LOS ANGELES, CA 90013



May 26, 2006

Jonathan Roberts
City of Victorville
P.O. Box 5001
Victorville, CA 92393-5001



Dear Mr. Roberts:

Re: SCH# 2006041166; Proposed Site Plan SP-06-033 and Conditional Use Permit CUP-06-024

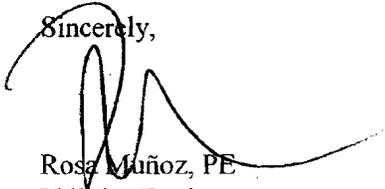
As the state agency responsible for rail safety within California, we recommend that any development projects planned adjacent to or near the BNSF Railway Company right-of-way be planned with the safety of the rail corridor in mind. New developments may increase traffic volumes not only on streets and at intersections, but also at at-grade highway-rail crossings. This includes considering pedestrian circulation patterns/destinations with respect to railroad right-of-way.

Safety factors to consider include, but are not limited to, the planning for grade separations for major thoroughfares, improvements to existing at-grade highway-rail crossings due to increase in traffic volumes and appropriate fencing to limit the access of trespassers onto the railroad right-of-way.

The above-mentioned safety improvements should be considered when approval is sought for the new development. Working with Commission staff early in the conceptual design phase will help improve the safety to motorists and pedestrians in the City.

Please advise us on the status of the project. If you have any questions in this matter, please contact me at (213) 576-7078 or at rxm@cpuc.ca.gov.

Sincerely,


Rosa Muñoz, PE
Utilities Engineer
Rail Crossings Engineering Section
Consumer Protection & Safety Division

C: John Shurson, BNSF

SE NO SP-06-033
 Act/Parcel CUP-06-024
0472-041-02

AGENCY CHECKLIST

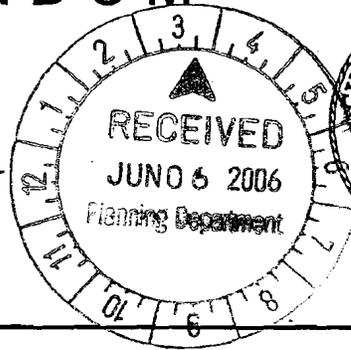
Environmental Assessment
 Needed
 Class ___ Exemption

AGENCY LETTERS TO BE SENT TO:	Sent	Rec'd		Sent	Rec'd
Engineering Department	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ad Hoc Committees	<input type="checkbox"/>	<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Eagle Ranch	<input type="checkbox"/>	<input type="checkbox"/>
Community Services Department	<input type="checkbox"/>	<input type="checkbox"/>	Golden Mesa	<input type="checkbox"/>	<input type="checkbox"/>
Building Department	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Golden Triangle	<input type="checkbox"/>	<input type="checkbox"/>
Victorville Redevelopment Agency	<input type="checkbox"/>	<input type="checkbox"/>	Green Tree East	<input type="checkbox"/>	<input type="checkbox"/>
City Manager	<input type="checkbox"/>	<input type="checkbox"/>	Liberty Village	<input type="checkbox"/>	<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Old Town VV Property Owners	<input type="checkbox"/>	<input type="checkbox"/>
Finance Department (Sanitation)	<input type="checkbox"/>	<input type="checkbox"/>	Raintree	<input type="checkbox"/>	<input type="checkbox"/>
Public Works	<input type="checkbox"/>	<input type="checkbox"/>	South Central #4	<input type="checkbox"/>	<input type="checkbox"/>
Information Services	<input type="checkbox"/>	<input type="checkbox"/>	Tatum	<input type="checkbox"/>	<input type="checkbox"/>
Verizon California, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Southwest Gas Corporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Hesperia	<input type="checkbox"/>	<input type="checkbox"/>
Southern California Edison	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Adelanto	<input type="checkbox"/>	<input type="checkbox"/>
Victor Valley Water District	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Town of Apple Valley	<input type="checkbox"/>	<input type="checkbox"/>
Baldy Mesa Water District	<input type="checkbox"/>	<input type="checkbox"/>	Mojave Regional Economic Development Council	<input type="checkbox"/>	<input type="checkbox"/>
Hesperia Water District	<input type="checkbox"/>	<input type="checkbox"/>	Victor Valley Board of Realtors	<input type="checkbox"/>	<input type="checkbox"/>
County Service Area 64	<input type="checkbox"/>	<input type="checkbox"/>	Building Industries Association	<input type="checkbox"/>	<input type="checkbox"/>
Mojave Water Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	High Desert Council of Engineering	<input type="checkbox"/>	<input type="checkbox"/>
Charter Communications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Archaeological Information Center	<input type="checkbox"/>	<input type="checkbox"/>
			Local Agency Formation Commission (LAFCO)	<input type="checkbox"/>	<input type="checkbox"/>
Victor Elementary School District	<input type="checkbox"/>	<input type="checkbox"/>	Southern California Logistics Airport	<input type="checkbox"/>	<input type="checkbox"/>
VV Union High School District	<input type="checkbox"/>	<input type="checkbox"/>	Victorville Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>
Adelanto Elementary School District	<input type="checkbox"/>	<input type="checkbox"/>			
Snowline Joint Unified School District	<input type="checkbox"/>	<input type="checkbox"/>	Indian Tribes		
Hesperia Unified School District	<input type="checkbox"/>	<input type="checkbox"/>	Morongo Band of Mission Indians	<input type="checkbox"/>	<input type="checkbox"/>
Victor Valley College	<input type="checkbox"/>	<input type="checkbox"/>	San Fernando Band of Mission Indians	<input type="checkbox"/>	<input type="checkbox"/>
Victor Valley Wastewater Reclamation Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	San Manuel Band of Mission Indians	<input type="checkbox"/>	<input type="checkbox"/>
Burrtec Waste Industries	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Serrano Band of Indians	<input type="checkbox"/>	<input type="checkbox"/>
J.S. Post Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Caltrans	<input type="checkbox"/>	<input type="checkbox"/>	Development Agreements	<input type="checkbox"/>	<input type="checkbox"/>
Department of Fish and Game	<input type="checkbox"/>	<input type="checkbox"/>	Century-Crowell - Foxfire	<input type="checkbox"/>	<input type="checkbox"/>
Shontan Water Quality Control Board	<input type="checkbox"/>	<input type="checkbox"/>	Inco Homes - Mesa Verde; Vista Verde	<input type="checkbox"/>	<input type="checkbox"/>
Flood Control District	<input type="checkbox"/>	<input type="checkbox"/>	Pacific Bay - Brentwood	<input type="checkbox"/>	<input type="checkbox"/>
Mojave Desert Air Quality Management District	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Southdown - Southwestern Industrial Park	<input type="checkbox"/>	<input type="checkbox"/>
County Transportation	<input type="checkbox"/>	<input type="checkbox"/>			
County Health Department	<input type="checkbox"/>	<input type="checkbox"/>			
County Planning Department	<input type="checkbox"/>	<input type="checkbox"/>			
County Solid Waste Management Department	<input type="checkbox"/>	<input type="checkbox"/>			

MEMORANDUM

DATE June 6, 2006
FROM John A. McGlade,
City Engineer
TO Bill Webb
Director of Planning

BB for JAMES



SUBJECT **SITE PLAN SP-06-033, CONDITIONAL USE PERMIT CUP-06-024, Le Bata Inc**

The Engineering Department recommends that the following conditions be attached to the subject Site Plan:

1. The applicant shall install sewer, water, gas, underground electricity and telephone.
 2. The applicant shall install fire hydrants and/or on site protection as required by the Fire Chief.
 3. The applicant's Engineer shall submit a grading plan for the City Engineer's approval and signature. Said grading plan shall address all drainage problems, including nuisance water, within the subject parcels and provide drainage structures of various types, including walls, to adequately handle the on site drainage, that to be accepted from upstream properties and that to be accepted by downstream properties. Hydrologic and hydraulic calculations shall be submitted to support the subdivider's Engineer's design.
 4. That the applicant shall not build within area of 100 year flood traversing the property, said building setback lines shall allow for an adequate width to handle a 100 year storm; or, if the applicant builds within the 100 year storm width of the channel, he shall improve the channel by means of grading and drainage structures, including walls, as necessary to completely protect any improvements lying within the 100 year channel width. Such items shall be shown on the grading plan, accompanied by hydrologic calculations.
 5. The applicant shall be responsible for any costs incurred in the relocation of existing utility facilities where such facilities conflict with the improvements required by these conditions of approval for this Site Plan.
 6. The applicant shall agree in writing as a condition of this approval to pay any and all fees that shall become effective prior to obtaining a building permit and shall pay such fees as a condition of obtaining a building permit.
 7. That the applicant shall pay all existing sewer or any other City of Victorville assessments against the subject property.
-

8. That the applicant shall provide improved secondary access as required by the Fire Chief.
9. The applicant shall conduct a grading operation on the subject property in a manner that will not cause sand or dust to blow onto the property of others. An adequate dust palliative shall be used at all times. Upon completion of grading the applicant shall maintain the site in a manner that will not cause sand or dust to blow onto the property of others.
10. The applicant shall provide temporary fencing as required by staff to prevent windblown construction debris from leaving the construction site.
11. That the applicant shall comply with Section 15.28.180 of the Victorville Municipal Code regarding the placing of utility lines underground.
12. The applicant or any successors in interest in this Site Plan shall connect to a public sewer system when it becomes available, and shall pay any and all fees related thereto.
13. The applicant shall dedicate right-of-way for a cul-de-sac just inside the eastern property line, at the end of the Blue Diamond Drive, or obtain an offer of dedication to the City of Victorville from the property owner to the east, at the end of Blue Diamond Drive, for a cul-de-sac.
14. The applicant shall pave Blue Diamond Drive 26 feet wide, from the project property east to Stoddard Wells Road.
15. The applicant shall pave a cul-de-sac at the end of Blue Diamond Drive.
16. The applicant shall construct on Blue Diamond Drive a "100-year" crossing of the Bell Mountain Wash.
17. The applicant shall enter into a Street Improvement Construction Agreement for a suspension of the construction of public improvements required by Conditions No.s 14 - 16, pursuant to Section 9.32.025(a) of the Victorville Municipal Code. In order to grant this suspension, the Planning Commission shall have made the finding that such action will not adversely affect the health, safety and welfare of the public.

JAMc:MRM:sg

May 31, 2006

John Becker, Fire Chief
Bill Webb, Director of Development

PLANNING COMMISSION MEETING – JUNE 14, 2006

Page 10



classification.

SP-06-053

Conditions:

- Approved water supply system, complete with fire hydrants complying with Fire Department Standard No. 5, shall be in place prior to any combustible construction.
- Interior/exterior Fire Department access roadways/fire lanes shall be required per Fire Department Standard. Access roadways shall not be blocked by gates, fences, etc.
- Knox Box/Key Box is required, and shall be provided and installed in a location approved by the Fire Department.
- Monitored fire sprinkler and/or fire alarm system(s) are required for the proposed building(s). Plans shall be submitted prior to construction.
- Required fire flow for this project is 1,500 gpm @ 20 psi at furthest remote hydrant. Contact Water District to assure availability of required fire flow.
- Shall comply with all Fire Department requirements based on occupancy classification.

SP-06-033, CUP-06-024

Conditions:

The Fire Department recommends that the following conditions be attached to the subject Tentative Tract:

- Does not meet Fire Department Standards as submitted. Revised plans required for approval.
- An approved on site fire protection water system, in accordance with Fire Department Standard No. 5, is required. The system is required to be in place and serviceable prior to building construction.
- Approved water supply system, complete with fire hydrants complying with Fire Department Standard No. 5, shall be in place prior to any combustible construction.
- Paved access from 2 points shall be required for completion and occupancy.

May 31, 2006

John Becker, Fire Chief
Bill Webb, Director of Development

PLANNING COMMISSION MEETING – JUNE 14, 2006

Page 11



Plans shall be submitted and approved prior to construction commencement.

- Required fire flow for this project is 1,500 gpm @ 20 psi at furthest remote hydrant. Contact Water District to assure availability of required fire flow.
- Shall comply with all Fire Department requirements based on occupancy classification.

Submitted by: David Leef, Division Chief

JB/ta

MEMORANDUM



DATE: May 26, 2006

FROM: Kevin Collins, Senior Plan Checker
Development Department, Building Division 

TO: Development Department, Planning Division

SUBJECT: Site Plan and Conditional Use Permit SP-06-033 & CUP-06-024
TXI – Riverside Cement Company, Parcel No. 0472-041-02

In response to your Request for Comments for the upcoming Planning Commission meeting on June 14, 2006, listed below are comments with regard to the above-entitled matter:

The plans shall comply with all building codes in effect at the time of plan submittal.

KC/mh



MEMORANDUM

DATE May 25, 2006
FROM **MARK A. TAYLOR**, Captain
Police Department
TO **BILL WEBB**, Director of Development
Department of Development



SP-06-033 ICUP-06-024

SUBJECT **REQUEST FOR COMMENTS – PLANNING COMMISSION**

As per your request dated May 18, 2006, the Police Department has no comments regarding any of the cases to be heard at the upcoming Planning Commission Meeting on June 14, 2006.

If you have any further questions regarding my position with the above planning commission issues, please contact me at the earliest convenience.

MAT/KL/pw





DEPARTMENT OF FISH AND GAME

http://www.dfg.ca.gov
Eastern Sierra - Inland Deserts Region (ESIDR)
407 West Line Street
Bishop, CA 93514
(760) 872-1171
(760) 872-1284 - FAX



May 25, 2006

Mr. Jonathan Roberts
City of Victorville
PO Box 5001
Victorville, CA 92393-5001

Clear
5-30-06
Wate

Subject: Proposed Initial Study and Negative Declaration for Proposed Site Plan SP-06-033 and Conditional Use Permit CUP-06-024 SCH 2006041166

Dear Mr. Roberts:

The Department of Fish and Game (Department) has reviewed the Initial Study (IS) and Negative Declaration (ND) for the above referenced project. The proposed project is to allow for a concrete ready-mix and aggregate plant along with ancillary facilities such as maintenance and administration buildings and conditional use permit for the property to be used as a cement plant on approximately 15 acres located north of Rancho Road and northwest of Stoddard Wells Road in the city of Victorville.

The Department is providing comments on the IS/ND as the State agency which has the statutory and common law responsibilities with regard to fish and wildlife resources and habitats. California's fish and wildlife resources, including their habitats, are held in trust for the people of the State by the Department (Fish and Game Code §11.7). The Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitats necessary for biologically sustainable populations of those species (Fish and Game Code §1802). The Department's Fish and wildlife management functions are implemented through its administration and enforcement of Fish and Game Code (Fish and Game Code §702). The Department is a trustee agency for fish and wildlife under the California Environmental Quality Act (see CEQA Guidelines, 14 Cal. Code Regs. §15386(a)). The Department is providing these comments in furtherance of these statutory responsibilities, as well as its common law role as trustee for the public's fish and wildlife.

The Department is concerned with the adequacy of the biological impact analysis and proposed mitigation measures intended to reduce potential impacts to less than significant levels. The IS/ND states that "The proposed project would occur on suitable desert tortoise habitat occupied at low density." Desert tortoise surveys were performed on the project site and two active desert tortoise burrows were found within the zone of influence (adjacent to the project site). Thus, the following mitigation measures are proposed for this species in the Negative Declaration:

- (1) If a tortoise moves on to the site during future construction activities, all activities should cease, and DFG and USFWS contacted to discuss appropriate mitigations.
- (2) If a desert tortoise moves on to the site during future construction activities, the desert tortoises should not be handled by any project personnel.

Although these measures could be part of the mitigation measures required, they are inadequate on their own. Mitigation, as defined by CEQA Guidelines §15370, includes measures that (a) avoid the impact altogether by not taking a certain action or parts of an action, (b) minimize impacts by limiting the degree or magnitude of the actions and their implementation, (c) rectify the impact by repairing, rehabilitating, or restoring the impacted environment, (d) reduce or eliminate the impact over time by preservation and maintenance operations during the life of the action and/or (e) compensate for the impact by replacing or providing substitute resources or environments after the impact of the project has been determined. Mitigation does not include requiring a deferred biological impact analysis or deferring analysis to another permitting process. Since desert tortoises are known to occupy the area adjacent to the project site and these tortoises could be using the project site, which is suitable desert tortoise habitat, there needs to be mitigation measures proposed that, at the very least, avoid and/or minimize impacts to the desert tortoise and habitat. These measures should include off-site habitat protection, pre-construction surveys, fencing, monitoring and employee training as stated in the Biological Technical Report and Focused Desert Tortoise Survey. Without additional mitigation measures, the Department believes that this project has the potential to have a significant impact on the desert tortoise.

Also, the General Biological Assessment and Focused Surveys Report states that during surveys a burrowing owl was observed within the proposed project site and two active burrows are adjacent to the project site. Thus the IS/ND correctly identifies the necessary mitigation measures to offset impacts. However, the Department urges caution in relying upon the mitigation measure that states that 30-day pre-construction surveys should be performed on site. The Department highly recommends that the project proponent coordinate the mitigation for the burrowing owl well in advance of grading. Relocation of the birds could take longer than 30 days and must be performed during the appropriate time of year. Waiting until 30 days prior to the start of grading to begin relocation of the birds does not allow adequate time to ensure a successful relocation and may result in costly project delays. The 30-day pre-construction survey is the last step in the process to ensure that no take of burrowing owl occurs as a result of project implementation.

In addition, since there are desert washes on site, the project may require a Streambed Alteration Agreement pursuant to Fish and Game Code §1600 et. seq. The Department has direct authority under Fish and Game Code §1600 et. seq. in regard to any proposed activity that would divert, obstruct, or affect the natural flow or change the bed, channel, or bank of any waterway. Departmental jurisdiction under §1600 et. seq. may apply to all lands within the 100-year floodplain. Early consultation is recommended, since modification of the proposed project may be required to avoid or

reduce impacts to fish and wildlife resources.

In conclusion, the Department believes the IS/ND is inadequate as written. A finding that any potentially significant impacts would be mitigated to less than significant levels or that no potentially significant impacts would occur as a result of the project is not supported by evidence presented in the document. The proposed document should be revised to include an adequate discussion of biological resources potentially affected by the project, an analysis of potential impacts to these biological resources, and adequate mitigation measures to offset any identified impacts. The revised document should then be re-circulated including submission of the document to the State Clearinghouse.

Questions regarding this letter and further coordination on these issues should be directed to Ms. Tonya Moore, Environmental Scientist at (760) 955-8139.

Sincerely,



Denyse Racine
Senior Environmental Scientist

cc: Ms. Tonya Moore, DFG
Ms. Judy Hohman, U.S. Fish and Wildlife Service, Ventura
State Clearinghouse
Chron Files



AGENDA ITEM

CITY COUNCIL MEETING OF: 11/7/06

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 11/1/06

SUBJECT: PUBLIC HEARING – ORDINANCE NO. 2181 – ADDING CHAPTER 7.05
– REGULATIONS FOR BREEDING OF DOGS AND CATS

RECOMMENDATION: That the Council continue the public hearing to the November 21, 2006 regular meeting.

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

--Finance Department Use Only--
Additional Appropriation:

No
 Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: The proposed ordinance is still under review and will be available for the City Council's consideration at the November 21 meeting.

/cb

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AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Jon E. Gargan *JEG* **DATE:** October 16, 2006
Director of Community Services

SUBJECT: Resolution Number 06-154 approving the Engineer's Report and Resolution Number 06-155 ordering the annexation of Tract 14623 into the City Wide Drainage Facilities Assessment District No. 1 that incorporates the drainage areas per the tract's conditions of approval.

RECOMMENDATION: It is recommended that Resolution Numbers 06-154 and 06-155 be approved at this time.

FISCAL IMPACT:

Budget Amount: None
Budget Account No.

--- Finance Dept. Use Only ---
Additional Appropriation:
 No
 Yes/\$Amount: _____

Finance Director Review & Approval *Cap*

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, irrigation and drainage required per the conditions of approval of each tract.

Vicperia, LLC, the developer and owner of the subject property, filed a formal Petition to initiate the annexation process of the above referenced tract into City Wide Drainage Facilities Assessment District No. 1. 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 06-154 and 06-155 be approved at this time.

JEG:RS:bw *bw*

Attachments: Resolution 06-154 / Engineer's Report
Resolution 06-155 / Ordering Annexation
Petition

RESOLUTION NO. 06-154

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

WHEREAS, the Developer submitted a formal Petition proposing the formation of City Wide Drainage Facilities Assessment District No. 1, 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, irrigation and drainage required by the City to be installed by the Developer as a condition of approval of Tract Number 14623; and

WHEREAS, the Petition caused the City Engineer to prepare a report which complies 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 Report and has determined to accept and approve said Report as submitted.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 APPROVAL OF ENGINEER'S REPORT

The Engineer's Report prepared in connection with the proposed formation of City Wide Drainage Facilities Assessment District No. 1, 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, irrigation and drainage described in said Report 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 Report.

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

CITY WIDE DRAINAGE FACILITIES ASSESSMENT DISTRICT NO. 1

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 XIID 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, drainage, 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 in **Tract 14623** to be assessed: **68**
2. Amount each parcel is to be assessed: **\$194.95**
3. **TOTAL ASSESSMENT \$13,256.60**
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.

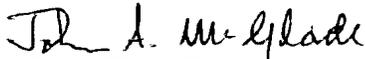
E. PROPERTY OWNERS LIST

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.

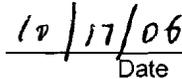
F. ASSESSMENT DIAGRAM

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, City Engineer


Date

Order No: 9901196

EXHIBIT "ONE"

PARCEL 1:

100L

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

PARCEL 2:

SAL

The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

PARCEL 3:

SAL

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

PARCEL 4:

SAL

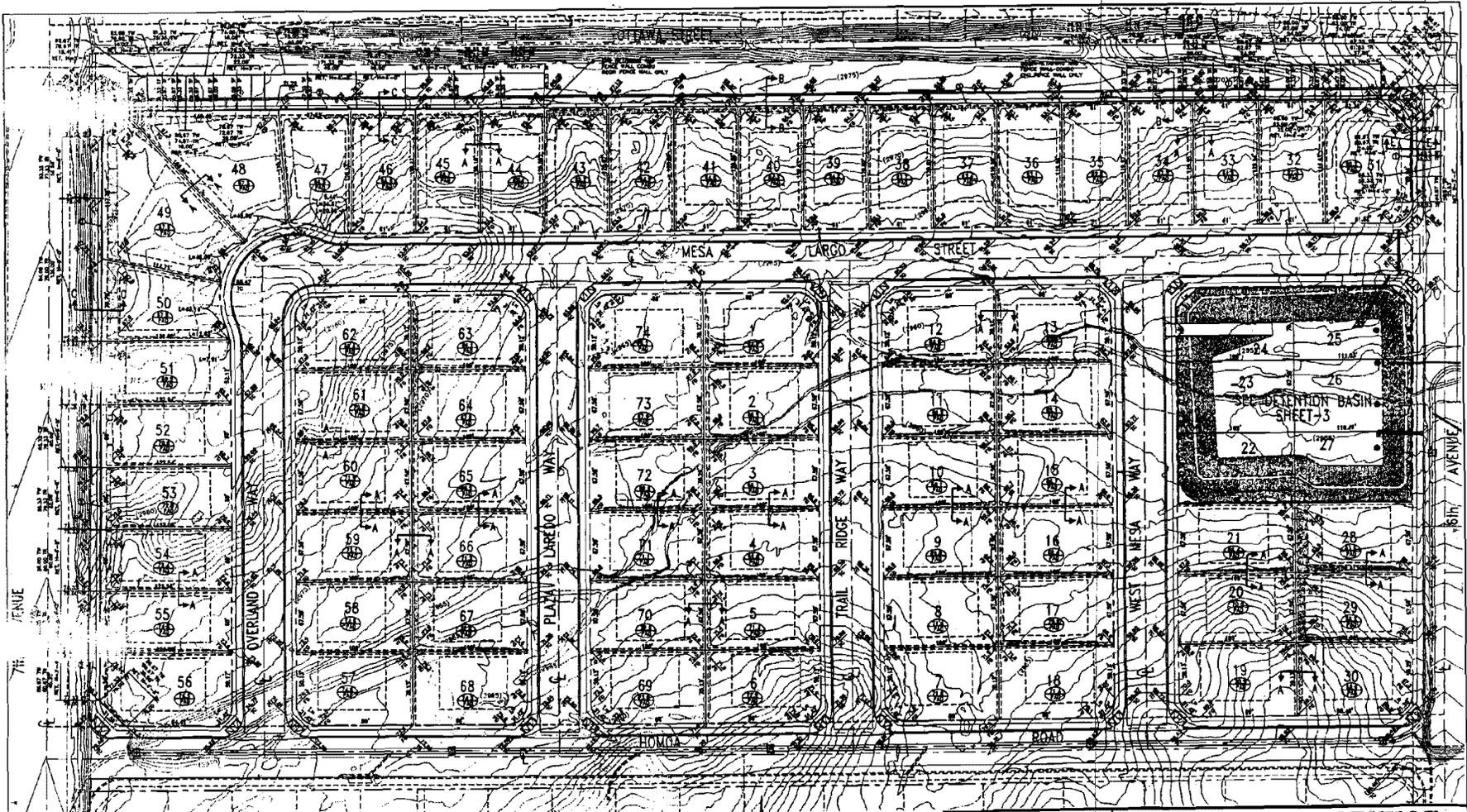
The North 1/2 of the West 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to Official Plat thereof.

PARCEL 5:

SAL

The South 1/2 of the West 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

APN: 3090-091-01 thru 03

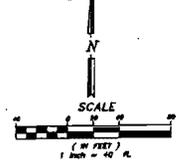


UNDERGROUND SERVICE ALERT
 CALL 811
 BEFORE ANY EXCAVATION OR
 INSTALLATION OF UNDERGROUND
 UTILITIES

NOTES:
 ANY IMPROVEMENTS SHOWN WITHIN THE PUBLIC
 R/W, REQUIRES A SEPARATE PERMIT.
 ANY WALLS SHOWN ON THESE PLANS
 REQUIRES A SEPARATE PERMIT.

CONSTRUCTION NOTES

- ① CONTRACTOR TO VERIFY THAT ALL LOTS ARE OF EQUAL SIZE PER
 PERMITS OR SHEET-3 MAP, REQUIRES A SEPARATE PERMIT.
- ② CONTRACTOR TO VERIFY THAT ALL LOTS ARE OF EQUAL SIZE PER
 PERMITS OR SHEET-3 MAP, REQUIRES A SEPARATE PERMIT.
- ③ CONTRACTOR TO VERIFY THAT ALL LOTS ARE OF EQUAL SIZE PER
 PERMITS OR SHEET-3 MAP, REQUIRES A SEPARATE PERMIT.



AMERICAN HOUSING GROUP
 1000 N. WINDY HILL, SUITE 100
 VICTORVILLE, CA 92382

LOCKWOOD ENGINEERING COMPANY
 200 WEST CENTRAL AVENUE, SUITE 100
 VICTORVILLE, CA 92382
 (951) 251-1001
 PROJECT NO. 14623

CITY OF VICTORVILLE			
ROUGH GRADING PLAN			
TRACT No. 14623			
DESIGNED BY: A.S.	SHEET No.	DRAWING No.	
CHECKED BY: A.S.	2 of 6		
DATE: 8/21/20		PROJECT No.	
APPROVED:			
E.S.E. No.	COPY No.	DATE	

RESOLUTION NO. 06-155

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 14623.

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 Developer submitted a formal Petition proposing 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 (the "Act") in order to create a revenue source to fund the ongoing maintenance of landscape, irrigation and drainage required by the City to be installed by the Developer as a condition of Tract Number 14623; and

WHEREAS, the Developer owns 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 City Wide Drainage Facilities Assessment District No. 1 for the ongoing maintenance of the landscape, irrigation and drainage described in Resolution No. 06-155.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 PROPOSED FORMATION OF DISTRICT

The City Wide Drainage Facilities Assessment District No. 1 (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, irrigation and drainage, 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 City Wide Drainage Facilities Assessment District No. 1 and the proposed District shall have one (1) initial benefit zone, consisting of Tract Map Number 14623 on file with the City.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Number 14623 and shall be depicted on the Diagram of the Assessment District Boundaries, which is included as part of the Engineer's Report for City Wide Drainage Facilities Assessment District No. 1, a copy 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 City Wide Drainage Facilities Assessment District No. 1, 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 CITY WIDE DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 1, 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

Victoria

- A. **WHEREAS**, the petitioner, ~~Victoria~~ ~~1000 St. Andrews Dr. Ste. 100 Victorville, CA~~ (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:

Tract No. 14623

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 ~~Victoria~~ (hereinafter referred to as the "Project"); and
- C. **WHEREAS**, pursuant to the "Landscaping and Lighting Act of 1972" as set forth in Part 2 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 of Victorville City Wide Drainage Facility Assessment District No. 1 (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 Landscaping 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

By: 

Signature, Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

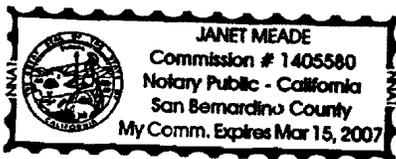
} ss.

On August 29, 2006, before me, Janet Meade, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Todd Tatum
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Janet Meade
 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: Exhibit "A" Petition

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Order No. 9901196

EXHIBIT "ONE"

PARCEL 1:

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 1000

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 500

PARCEL 3:

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 500

PARCEL 4:

The North 1/2 of the West 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to Official Plat thereof.

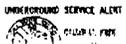
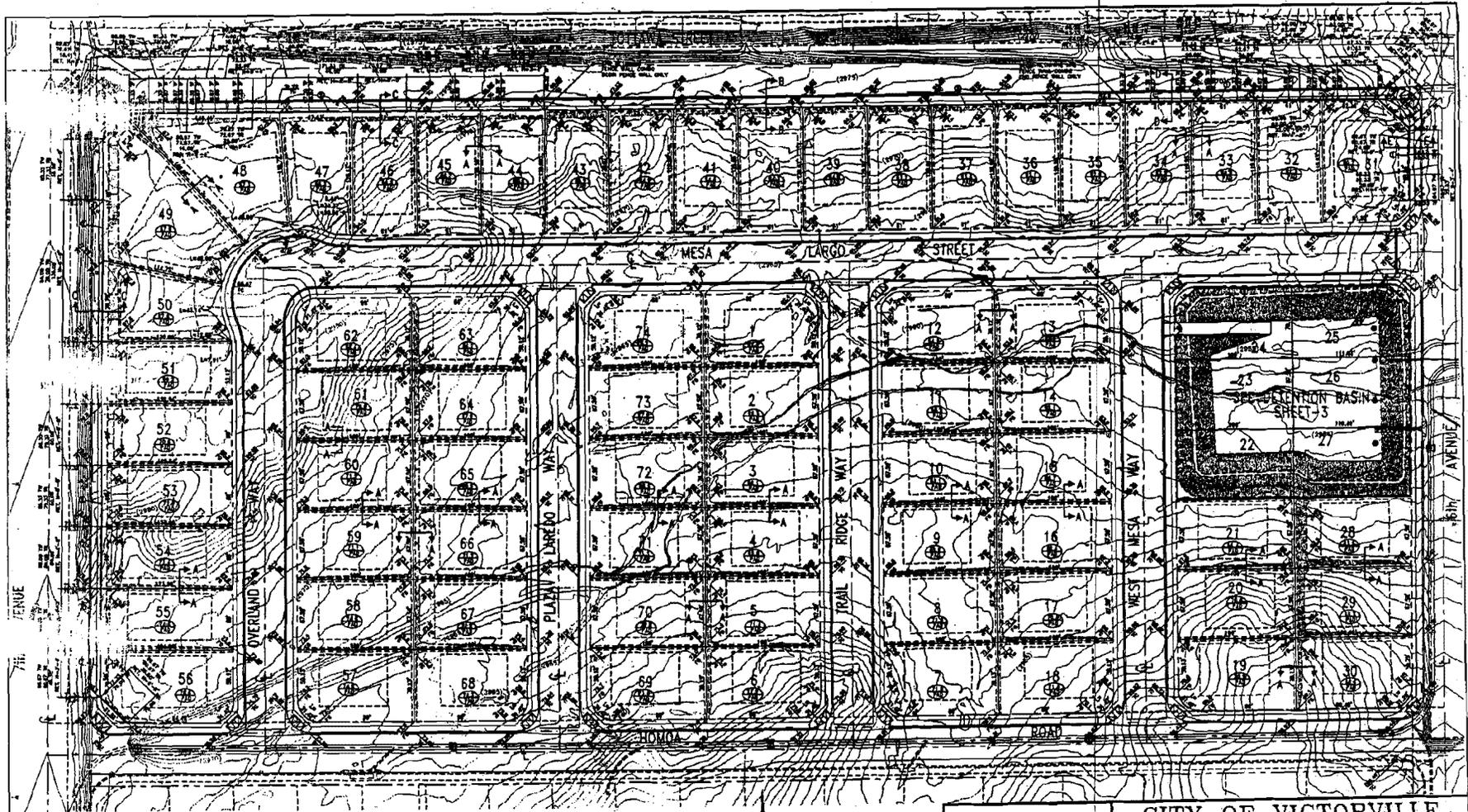
- 500

PARCEL 5:

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- 500

APN: 3090-091-01 thru 03

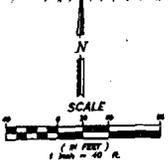


UNDERGROUND SERVICE ALERT
CALL 811 FIRST

NOTES:
 ANY IMPROVEMENTS SHOWN WITHIN THE PUBLIC
 R/W, REQUIRES A SEPARATE PERMIT.
 ANY WALLS SHOWN ON THESE PLANS
 REQUIRES A SEPARATE PERMIT.

CONSTRUCTION NOTES

- ① CONCRETE FOUNDATION OF RETENTION WALL AND 4" BARS SHALL BE PERMITTED TO BE SET IN 6" OR 8" DEEP FOUNDS (REQUIRE A SEPARATE PERMIT)
- ② CONCRETE FOUNDATION OF RETENTION WALL AND 4" BARS SHALL BE PERMITTED TO BE SET IN 6" OR 8" DEEP FOUNDS (REQUIRE A SEPARATE PERMIT)
- ③ CONCRETE FOUNDATION OF RETENTION WALL AND 4" BARS SHALL BE PERMITTED TO BE SET IN 6" OR 8" DEEP FOUNDS (REQUIRE A SEPARATE PERMIT)



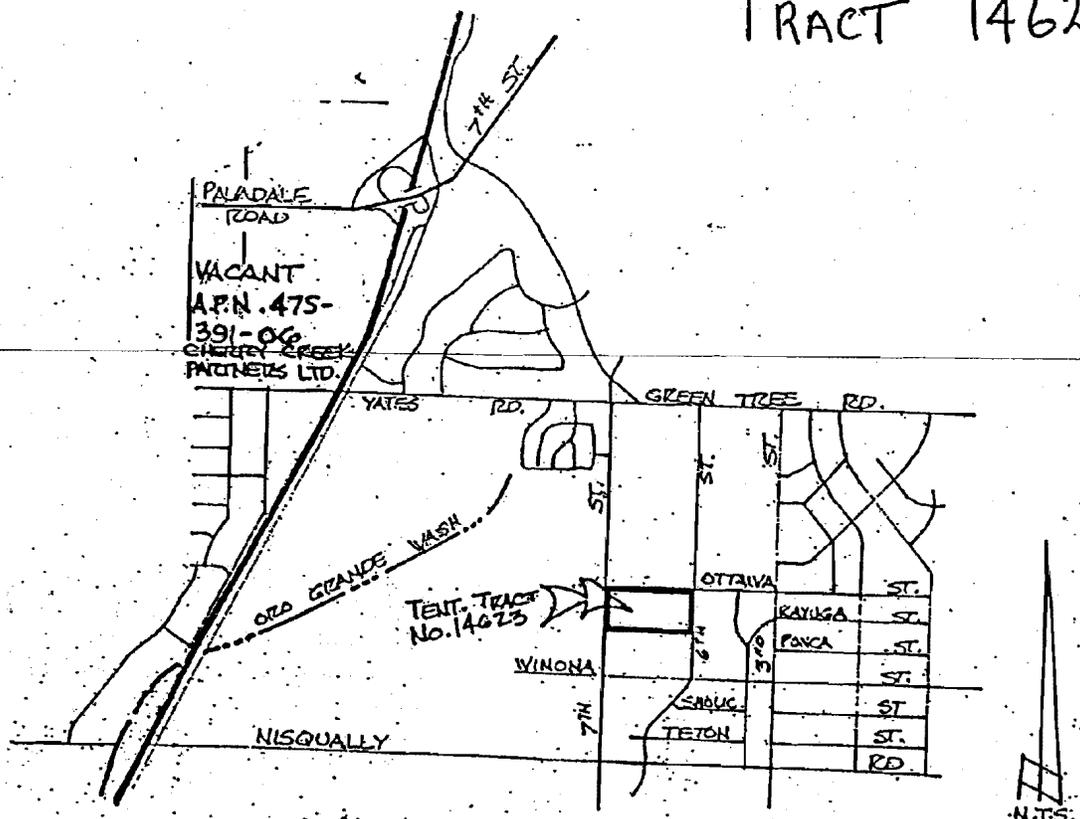
AMERICAN HOUSING GROUP
 1400 N. GARDEN ROAD, SUITE 1
 VICTORVILLE, CA 92086

LOCKWOOD ENGINEERING COMPANY
 200 WEST HUNTERS BOULEVARD, SUITE 1
 VICTORVILLE, CALIFORNIA 92083
 (951) 937-0010

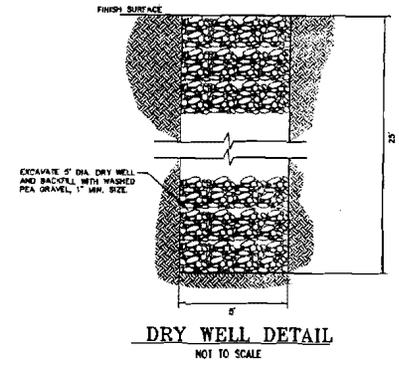
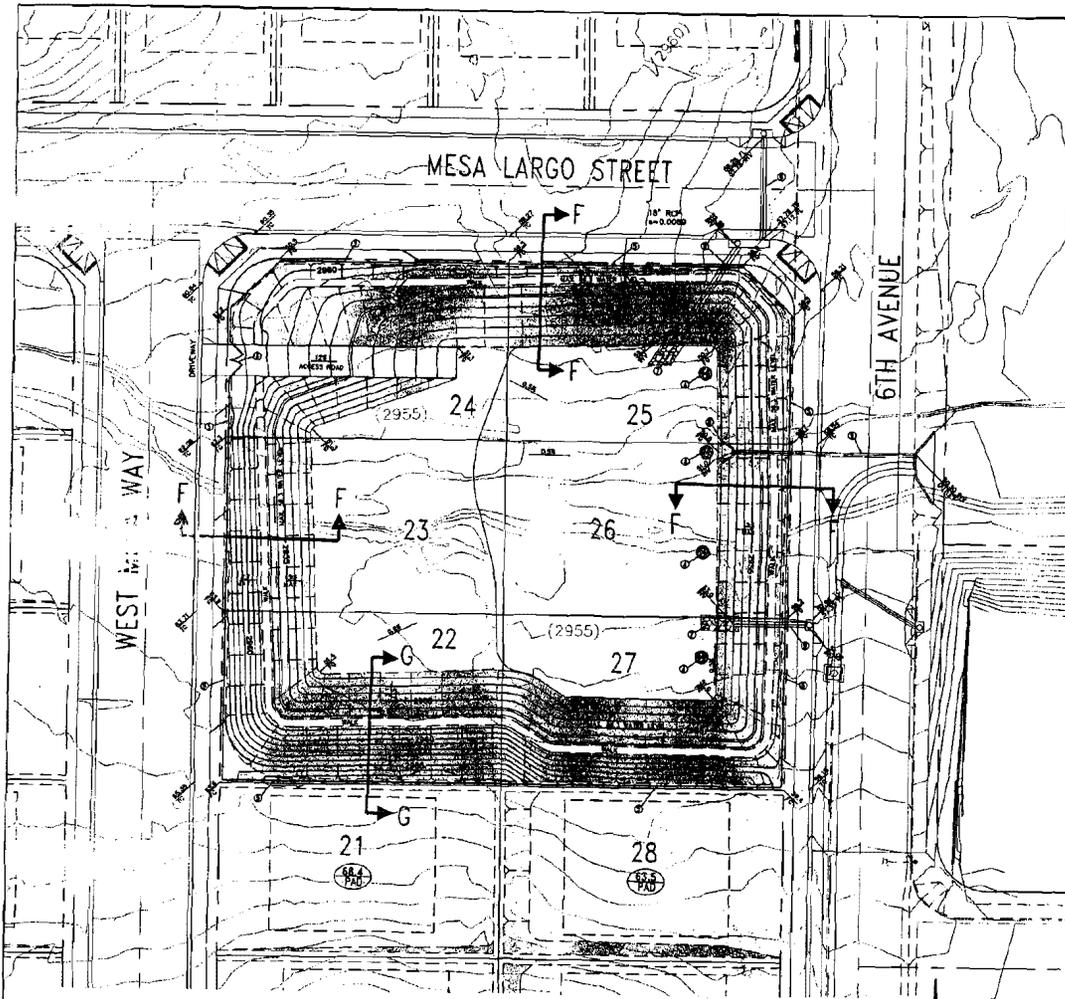
PREPARED FOR: AMERICAN HOUSING GROUP
 CHECKED BY: LOCKWOOD
 DATE: 08/11/2010

CITY OF VICTORVILLE			
ROUGH GRADING PLAN			
TRACT No. 14623			
DESIGNED BY: A.H.G.	DWG No.	SHEET No.	
OK BY: A.H.G.	2 of 6	TRACT No.	
CHK'D BY: C.W.			
DATE: 8/11/2010			
APPROVED:	S.E.C. No.	COPYES	NOTES

TRACT # 14623



VICINITY MAP

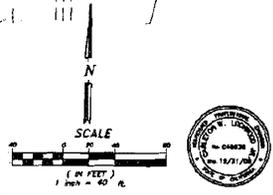


UNDERGROUND SERVICE ALERT
 CALLTOLL FREE
 1-800-368-5898

IF YOU ARE WORKING NEAR THESE OR ANY OTHER
 UNDERGROUND UTILITIES, YOU MUST BE ALERT FOR
 THE SERVICE ALERTS IN ORDER TO AVOID
 DAMAGE TO THE UTILITIES AND YOURSELF.

NOTES:
 ANY IMPROVEMENTS SHOWN WITHIN THE PUBLIC
 R/W, REQUIRES A SEPARATE PERMIT.
 ANY WALLS SHOWN ON THESE PLANS
 REQUIRES A SEPARATE PERMIT.

- CONSTRUCTION NOTES**
- ① CONSTRUCT DRY WELL PER DETAIL FIRST SHEET
 - ② METAL DRAIN LINE FENCE (FRONT OF HOV FENCE) PER CHAM BERNARDINO COUNTY PER. 200
 - ③ PROVIDE 1/2" THICK CHAIN LINK BARS WITH LOCKS
 - ④ ROCK SLO-SLO OUTLET PER STORM DRAIN PLANS
 - ⑤ WEARWALL PER STORM DRAIN PLANS
 - ⑥ STORM DRAIN PIPE PER STORM DRAIN PLANS



AMERICAN HOUSING GROUP 1488 FT. ANHEIM DRIVE, SUITE 2 VICTORVILLE, CA 92382		CITY OF VICTORVILLE	
		DETENTION BASIN PLAN TRACT No. 14623	
LOCKWOOD ENGINEERING COMPANY 390 WEST TROPICAL BOULEVARD, SUITE F BUREAU, CALIFORNIA 92527 (951) 670-5010	DESIGN BY: A.H. DR. BY: A.H.	SHEET No. 3 OF 6	DRAWING No. PROJECT No.
	CHECKED BY: [] DATE: 12/23/08	APPROVED: [] DATE:	E.C.E. No.

AMERICAN HOUSING GROUP

14298 St. Andrews dr.

Suite 4

Victorville, Ca. 92395

8/29/06

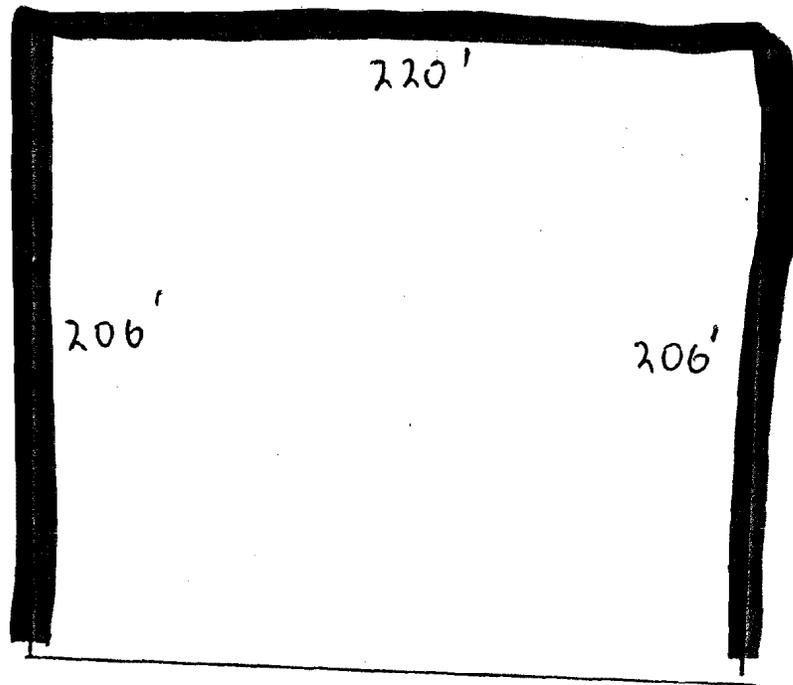
Tract 14623

Footage of area around basin

3 sides to be maintained:

220' X 206' = 632 linear feet

(2)





AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Jon E. Gargan  **DATE:** October 17, 2006
Director of Community Services

SUBJECT: Resolution Number 06-152 approving the Engineer's Report and Resolution Number 06-153 ordering the annexation of Tract 14623 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 06-152 and 06-153 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.

Vicperia, LLC, the developer and owner of the subject property, filed a formal Petition to initiate the annexation process of the above referenced tract 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 06-152 and 06-153 be approved at this time.

JEG:RS:bw 

Attachments: Resolution 06-152 / Engineer's Report
Resolution 06-153 / Ordering Annexation
Petition

RESOLUTION NO. 06-152

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

WHEREAS, the Developer submitted a formal Petition 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 Number 14623; and

WHEREAS, the Petition caused the City Engineer to prepare a report which complies 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 Report and has determined to accept and approve said Report as submitted.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 APPROVAL OF ENGINEER'S REPORT

The Engineer's Report 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 Report 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 Report.

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 XIID 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 in **Tract 14623** to be assessed: **68**
2. Amount each parcel is to be assessed: **\$124.45**
3. **TOTAL ASSESSMENT \$8,462.60**
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.

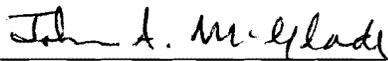
E. PROPERTY OWNERS LIST

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.

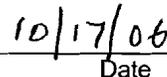
F. ASSESSMENT DIAGRAM

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, City Engineer



Date

Order No: 9901196

EXHIBIT "ONE"

PARCEL 1:

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 10AC

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 5AC

PARCEL 3:

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 5AC

PARCEL 4:

The North 1/2 of the West 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to Official Plat thereof.

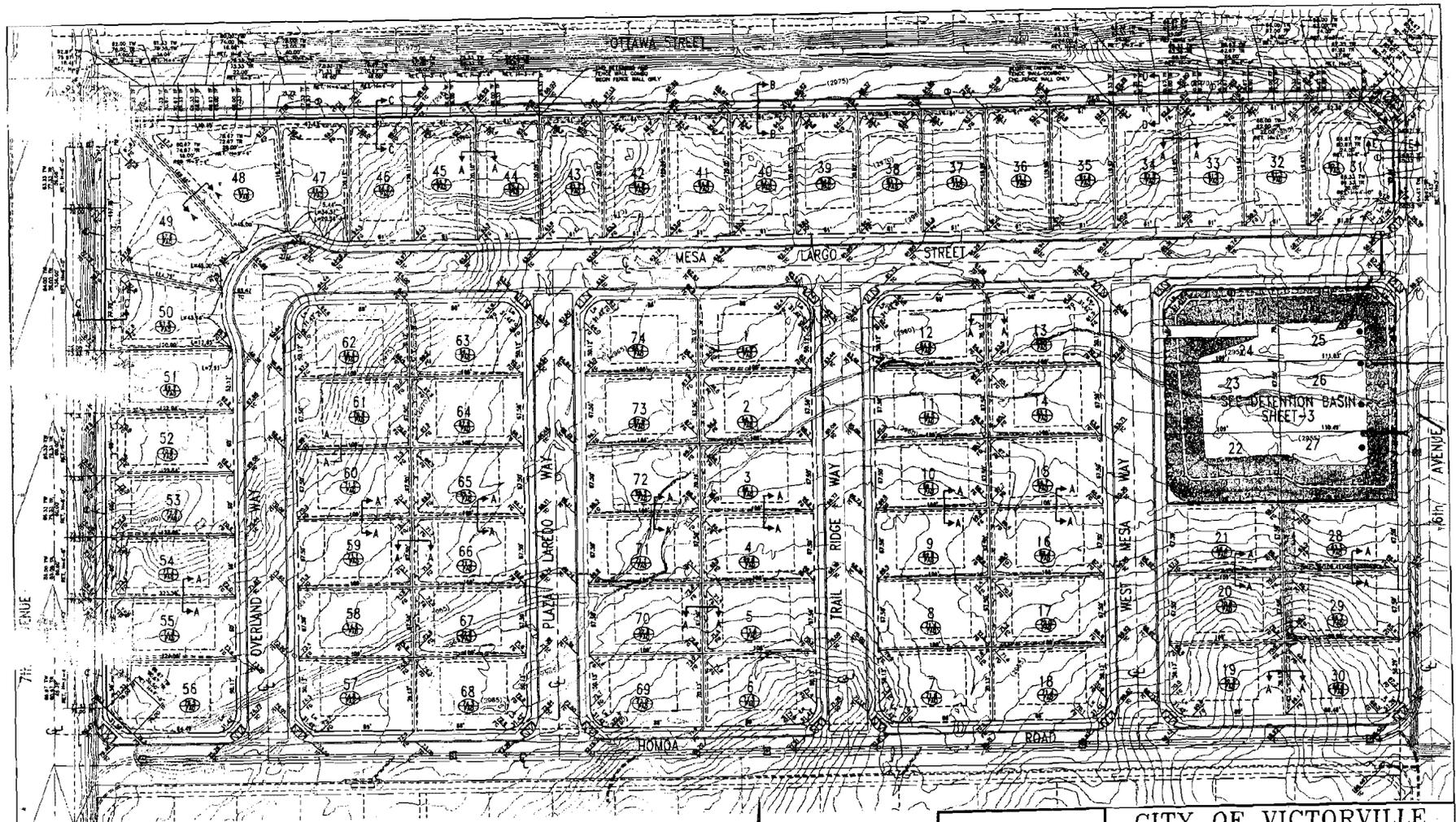
- 5AC

PARCEL 5:

The South 1/2 of the West 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 5AC

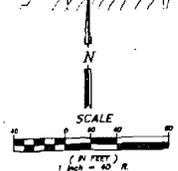
APN: 3090-091-01 thru 03



UNDERGROUND SERVICE ALERT
 CALL 811

NOTES:
 ANY IMPROVEMENTS SHOWN WITHIN THE PUBLIC R/W, REQUIRES A SEPARATE PERMIT.
 ANY WALLS SHOWN ON THESE PLANS REQUIRES A SEPARATE PERMIT.

- CONSTRUCTION NOTES**
- ① CONTRACTOR TO VERIFY WALL AND 4" IRON BLACK PENCE PER DETAIL-A ON SHEET-3 (NOTE, REQUIRES A SEPARATE PERMIT).
 - ② CONTRACTOR TO VERIFY WALL AND 4" IRON BLACK PENCE PER DETAIL-B ON SHEET-3 (NOTE, REQUIRES A SEPARATE PERMIT).
 - ③ CONTRACTOR TO VERIFY CONCRETE BLACK WALL (FORMS) PER DETAIL-C ON SHEET-3 (NOTE, REQUIRES A SEPARATE PERMIT).



AMERICAN HOUSING GROUP 1400 W. JENSEN BLVD., SUITE 1 VICTORVILLE, CA 92291		CITY OF VICTORVILLE	
LOCKWOOD ENGINEERING COMPANY 300 WEST FIDDLER HOLLOW, SUITE F BUNN, CALIFORNIA 92521 (951) 878-2015 ENGINEER: DANIEL W. LEE DATE: 07/21/20		ROUGH GRADING PLAN TRACT No. 14623	
DESIGN BY: S.E.E. DATE: 07/21/20		SHEET No. 2 of 6	PLATT No. _____
CHECKED BY: _____ DATE: _____		R.E.G. No. _____	DATE: _____

RESOLUTION NO. 06-153

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 14623.

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 Developer submitted a formal Petition 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 Number 14623; and

WHEREAS, the Developer owns 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. 06-153.

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 Number 14623 on file with the City.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Number 14623 and shall be depicted on the Diagram of the Assessment District Boundaries, which is included as part of the Engineer's Report for Landscape Maintenance Assessment District No. 6, a copy 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.

- A. **WHEREAS**, the petitioner Vicperia, LLC, a California, Limited Liability Corporation, whose address is 14298 St. Andrews Drive, Suite 4, Victorville, CA 92395, is the solo owner of that certain real property located in the City of Victorville, county of San Bernardino, Sate of California, more particularly described as follows:

Tentative Tract No. 14623

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 (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 Improvemets, 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, THEREOF, 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 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 NOTARIAZED

By:  vice president
Signature / Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

} ss.

On July 28, 2006, before me, Janet Meade, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Todd Tatum

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.



Place Notary Seal Above

WITNESS my hand and official seal.

Janet Meade
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: Exhibit "A" Petition Tract 14623

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Order No: 9901196

EXHIBIT "ONE"

PARCEL 1:

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

- 10AC

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The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, according to the Official Plat thereof.

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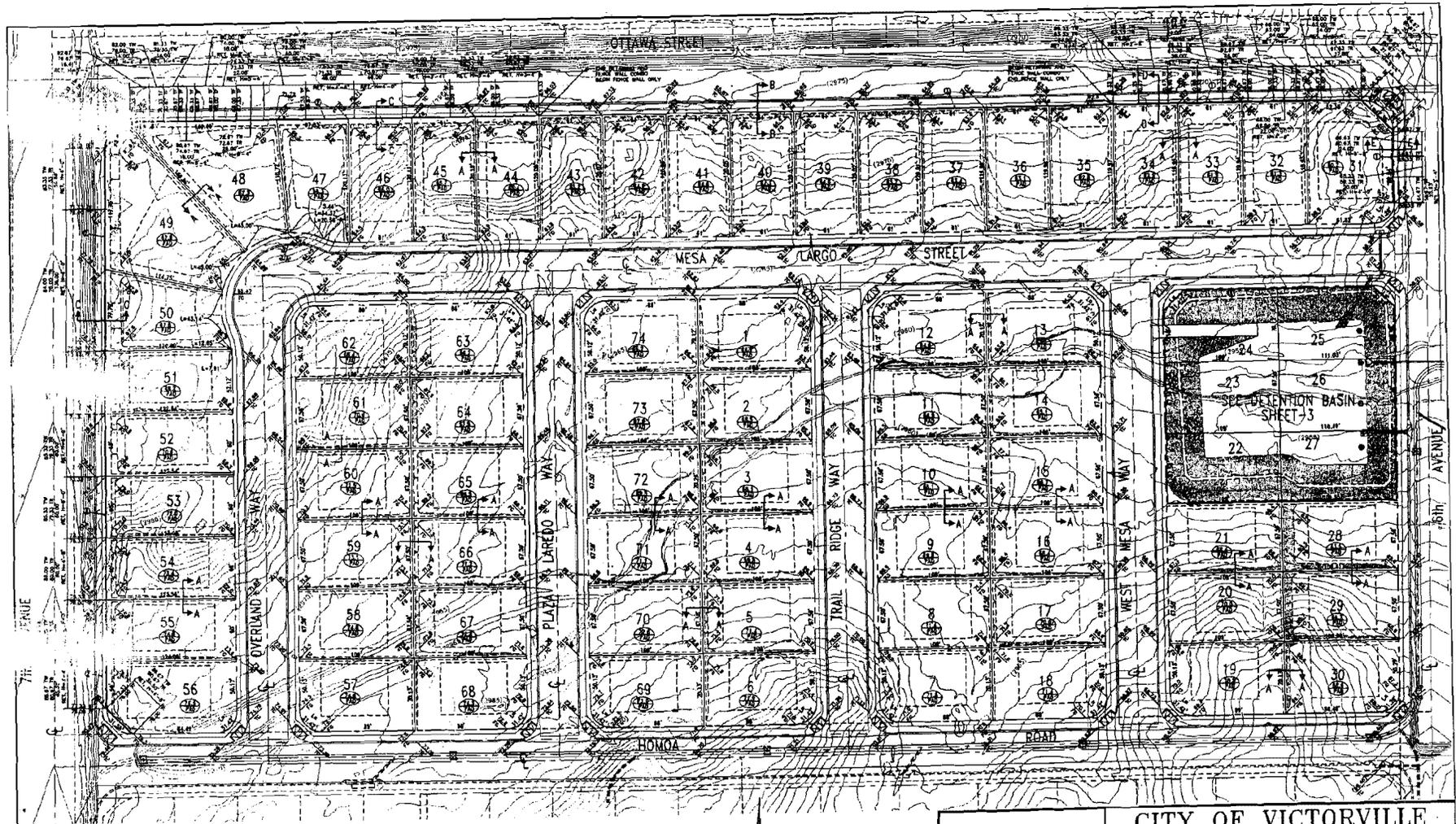
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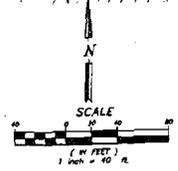
- 5AC

APN: 3090-091-01 thru 03



NOTES:
 ANY IMPROVEMENTS SHOWN WITHIN THE PUBLIC R/W, REQUIRES A SEPARATE PERMIT.
 ANY WALLS SHOWN ON THESE PLANS REQUIRES A SEPARATE PERMIT.

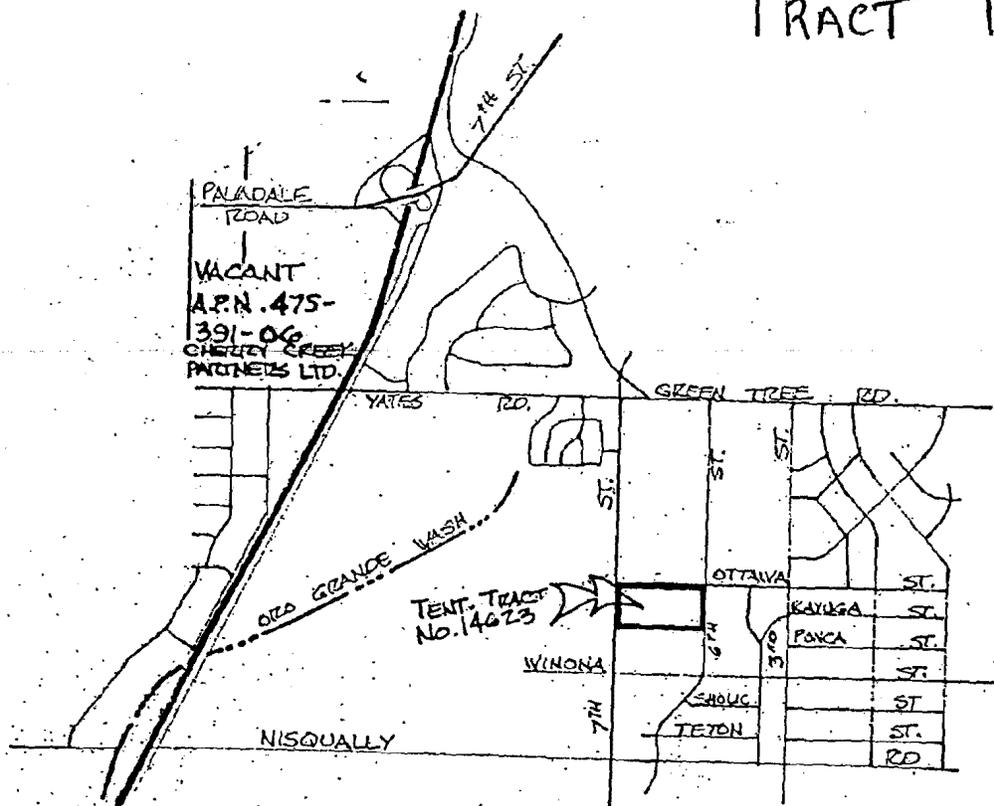
- CONSTRUCTION NOTES**
- ① CONTRACTOR RESPONSIBLE FOR RETAINING WALL, MAX. 6" HIGH BLACK FENCE PER MESA-A ON SHEET-3 (NOTE, REQUIRES A SEPARATE PERMIT).
 - ② CONTRACTOR RESPONSIBLE FOR RETAINING WALL AND 6" HIGH BLACK FENCE PER MESA-B ON SHEET-3 (NOTE, REQUIRES A SEPARATE PERMIT).
 - ③ CONTRACTOR RESPONSIBLE CONCRETE BLACK WALL (6"THICK) PER AREA STD 801-1 TYPE-1 (NOTE, REQUIRES A SEPARATE PERMIT).



AMERICAN HOUSING GROUP <small>1400 W. AMERICAN BLVD., SUITE 8 VICTORVILLE, CA 92281</small>		CITY OF VICTORVILLE	
LOCKWOOD ENGINEERING COMPANY <small>300 WEST FEDERAL BOULEVARD, SUITE 7 BUNN, CALIFORNIA 92577 (951) 875-2018 <small>Professional Engineer License No. 44823</small></small>		ROUGH GRADING PLAN TRACT No. 14623	
<small>REVISIONS: THIS SET OF DRAWINGS CONTAINS REVISIONS TO THE ORIGINAL DRAWINGS. ANY CHANGES TO THE ORIGINAL DRAWINGS WILL BE SHOWN BY A REVISION NUMBER AND DATE. ANY CHANGES TO THE ORIGINAL DRAWINGS WILL BE SHOWN BY A REVISION NUMBER AND DATE.</small>		<small>DESIGN BY: A.M.</small> <small>DATE: 01/11/05</small>	<small>SHEET No.</small> 2 of 6
<small>OWNER: AMERICAN HOUSING GROUP</small> <small>DATE: 1/11/05</small>		<small>PROJECT No.</small>	<small>DATE: 1/11/05</small>
<small>CHECKED BY: T. C. CROFT</small> <small>E.C.E. No.</small>		<small>DATE: 1/11/05</small>	<small>PROJECT No.</small>



TRACT # 14623



VICINITY MAP

N.T.S.

Subject: **Landscape Assessment Annexation** Tract 14623

8/24/06

Attention: Becky Wasserman

HERE ARE THE MEASUREMENTS FOR THE PROPOSED LANDSCAPE Area

1 st area -	565' x 6'	3190'
2 nd area -	1310' x 6'	<u>7860'</u>
		11050 sq ft

Jim Maruska
Project Coordinator

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

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

DATE: October 31, 2006

SUBJECT: COMMERCIAL DEMAND SCHEDULE

RECOMMENDATION: That the Honorable City Council approve Commercial Demand Schedule No. 8 in the amount of \$6,754,818.83 covering Warrant Nos. 577949, 577768, 578106, 578868, 579292, 579410, 579791, 580063 and 577949 through 580555 inclusive.

FISCAL IMPACT: Total amount of warrants: \$6,754,818.83

Budget Amount: \$6,754,818.83
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



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>
577949	8/16/2006	0000011182 Barton, Robert	V	-200.00
579878	10/11/2006	0000002695 A-1 Portables	P	793.86
579879	10/11/2006	0000012587 AAA Hose Connection	P	252.18
579880	10/11/2006	0000000025 AA Equipment Rental Co.	P	96.23
579881	10/11/2006	0000000047 Aardvark Pumping Servic	P	25.39
579882	10/11/2006	0000005101 Adirondack Direct	P	541.30
579883	10/11/2006	0000000073 Air Cold Supply	P	12.86
579884	10/11/2006	0000010777 All American Golf	P	95.71
579885	10/11/2006	0000013841 Allied Utility Products	P	198.29
579886	10/11/2006	0000000033 A.M. Player	P	77.21
579887	10/11/2006	0000008507 Animal Medical Center	P	230.00
579888	10/11/2006	0000000206 Arrowhead Mountain Spring Water	P	427.04
579889	10/11/2006	0000007729 Aztec Uniform	P	112.50
579890	10/11/2006	0000016358 Blue Diamond	P	2,293.96
579891	10/11/2006	0000000456 Calcon Electric Supply	P	14.55
579892	10/11/2006	0000000448 Cal Herbold's Nursery	P	33.94
579893	10/11/2006	0000002720 California Tool & Welding Supply	P	156.20
579894	10/11/2006	0000016515 Canseco Boiler Services	P	460.29
579895	10/11/2006	0000016514 Carter, Joe	P	105.00
579896	10/11/2006	0000006067 Causey's Heating & Air-Conditioning	P	97.50
579897	10/11/2006	0000000543 Chabin Concepts, Inc.	P	1,914.71
579898	10/11/2006	0000008522 Charter Communications	P	387.53
579899	10/11/2006	0000005453 Charter Media LA Region	P	500.00
579900	10/11/2006	0000012582 Comerica Leasing Corp.	P	53,187.58
579901	10/11/2006	0000000623 Comser Co.	P	258.55
579902	10/11/2006	0000000630 Conney Safety Products	P	182.32
579903	10/11/2006	0000010538 Conroy's Flowers	P	96.98
579904	10/11/2006	0000015849 Cook Paging	P	42.91
579905	10/11/2006	0000014582 Copeland Lowery Jacquez	P	12,000.00
579906	10/11/2006	0000000303 Costco	P	1,462.99
579907	10/11/2006	0000000698 Cutters Edge	P	78.28
579908	10/11/2006	0000000700 Cutting Edge Supply Co.	P	58.67
579909	10/11/2006	0000006348 Daily Journal Corporation	P	320.78
579910	10/11/2006	0000000712 Daily Press	P	2,398.61
579911	10/11/2006	0000000778 Diesel Injection Service	P	467.15
579912	10/11/2006	0000000848 Earthlink Network, Inc.	P	19.95
579913	10/11/2006	0000000867 Emergency Medical Products, Inc.	P	166.95
579914	10/11/2006	0000000875 Endura Steel, Inc.	P	99.95
579915	10/11/2006	0000000917 Federal Express Corp.	P	65.18
579916	10/11/2006	0000011539 Ferguson Enterprises, Inc. #677	P	14.72
579917	10/11/2006	0000010838 Fire & Pump Service Group c/o Chemgr	P	1,705.55
579918	10/11/2006	0000006286 FirstLine, LLC	P	242.39
579919	10/11/2006	0000000969 FootJoy	P	2,324.68
579920	10/11/2006	0000001002 G & M Towing & Recovery	P	463.20
579921	10/11/2006	0000001740 G.A. Osborne Pipe-Supply	P	58.22
579922	10/11/2006	0000001047 Global Tour Golf, Inc.	P	98.67
579923	10/11/2006	0000001943 Goodspeed Distributing, Inc.	P	36,129.36
579924	10/11/2006	0000001074 Graham Equipment	P	294.16
579925	10/11/2006	0000003047 Graves & King	P	50,688.03
579926	10/11/2006	0000011211 Great America Leasing Corp.	P	433.50
579927	10/11/2006	0000006269 Green, de Bortnowsky & Quintanilla, L]	P	137,923.76
579928	10/11/2006	0000002968 The Grumpy Golfer	P	104.60
579929	10/11/2006	0000001155 Hesperia Hose Supply	P	161.86



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Commercial Demand

Check No.	Date	Vendor	Payment Status	Payment Amount
579930	10/11/2006	0000000278 Hi Desert Alarm	P	564.00
579931	10/11/2006	0000001162 Hi-Desert Communications	P	2,483.45
579932	10/11/2006	0000008848 Hi Desert Fire Protection Service	P	416.00
579933	10/11/2006	0000001172 High Desert Backflow	P	529.42
579934	10/11/2006	0000015249 Holland & Knight LLP	P	5,713.14
579935	10/11/2006	0000001218 Home Depot, Inc.	P	831.34
579936	10/11/2006	0000007512 Imperial Sprinkler Supply, Inc.	P	84.65
579937	10/11/2006	0000001261 IMSA	P	150.00
579938	10/11/2006	0000016234 Inland Paper Co.	P	172.40
579939	10/11/2006	0000016166 Innovative Federal Strategies LLC	P	12,000.00
579940	10/11/2006	0000007761 I O S Capital	P	358.00
579941	10/11/2006	0000003039 Jim's Ott's Pots	P	330.78
579942	10/11/2006	0000013738 Johnson Controls	P	539.19
579943	10/11/2006	0000012411 Johnson Power Systems	P	131,370.22
579944	10/11/2006	0000016503 Joshua Tree Karaoke Club	P	360.00
579945	10/11/2006	0000001359 Kamper's Korner	P	81.54
579946	10/11/2006	0000004807 KONE, Inc.	P	242.42
579947	10/11/2006	0000016168 Leslie's Cleaning Service	P	4,616.00
579948	10/11/2006	0000001462 Lindy T's Too!	P	1,906.52
579949	10/11/2006	0000000696 L.N. Curtis & Sons	P	15,735.81
579950	10/11/2006	0000008208 Lowe's	P	343.15
579951	10/11/2006	0000008209 Lowe's	P	568.28
579952	10/11/2006	0000011722 Lowe's	P	674.66
579953	10/11/2006	0000013967 Lowe's	P	140.69
579954	10/11/2006	0000007650 Maaco	P	2,593.88
579955	10/11/2006	0000014559 MAC Communications	P	900.00
579956	10/11/2006	0000002716 MANPOWER	P	1,086.30
579957	10/11/2006	0000000361 Mark Brown & Associates, Inc.	P	385.00
579958	10/11/2006	0000010734 MBS, a Konica Minolta Business Soluti	P	84.60
579959	10/11/2006	0000001548 McMaster-Carr Supply Co.	P	320.54
579960	10/11/2006	0000014157 Merrimac Energy Group	P	14,771.25
579961	10/11/2006	0000001599 Mojave Desert AQMD	P	205.98
579962	10/11/2006	0000016432 M. Putterman & Co. Inc.	P	4,905.00
579963	10/11/2006	0000015444 MuniFinancial	P	9,181.85
579964	10/11/2006	0000001648 NAPA Auto Parts	P	28.53
579965	10/11/2006	0000009511 National Waterworks	P	3,417.63
579966	10/11/2006	0000006711 Naztec, Inc.	P	202.00
579967	10/11/2006	0000008026 NFPA International	P	143.28
579968	10/11/2006	0000013396 Noah's Ark Animal Hospital	P	120.00
579969	10/11/2006	0000016507 Noel, William H.	P	38.58
579970	10/11/2006	0000001711 Office Depot	P	723.53
579971	10/11/2006	0000002772 OfficeMax	P	76.49
579972	10/11/2006	0000010156 Outback	P	1,150.00
579973	10/11/2006	0000011509 Pacific Construction Co.	P	2,700.00
579974	10/11/2006	0000014973 Pacific Mobile Structures, Inc.	P	11,065.94
579975	10/11/2006	0000001800 Paulson Paint	P	490.26
579976	10/11/2006	0000001810 Pep Boys	P	278.65
579977	10/11/2006	0000016506 Perez, George	P	30.00
579978	10/11/2006	0000001886 Prudential Overall Supply	P	331.87
579979	10/11/2006	0000016244 PTL Electric, Inc.	P	3,080.00
579980	10/11/2006	0000014577 PureRite Drinking Water	P	14.00
579981	10/11/2006	0000012372 Radio Mexico	P	500.00
579982	10/11/2006	0000016502 RainSoft of the Southland	P	172.40
579983	10/11/2006	0000016511 Reddy, Sudhir	P	68.00



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
579984	10/11/2006	000002073	San Bernardino County Sheriff's Dept.	P 44.64
579985	10/11/2006	000005372	S E Clemons, Inc.	P 921.35
579986	10/11/2006	000002170	Snap-On Tools Corp.	P 582.28
579987	10/11/2006	000002188	Southern California Edison	P 96,573.21
579988	10/11/2006	0000013276	Southern California Golf News	P 350.00
579989	10/11/2006	0000007804	Software House International, Inc.	P 379.28
579990	10/11/2006	000002217	Sprint	P 1,046.57
579991	10/11/2006	000002252	Stover Seed Company	P 646.50
579992	10/11/2006	000002704	Sun Badge Co.	P 303.31
579993	10/11/2006	000002266	The Sun - San Bernardino	P 1,280.76
579994	10/11/2006	000002288	Superior Lamp and Supply	P 824.88
579995	10/11/2006	000002298	Systems & Methods	P 1,123.12
579996	10/11/2006	000002313	Target Specialty Products	P 4,486.31
579997	10/11/2006	000002312	Target Stores	P 11.85
579998	10/11/2006	0000016501	Thomas, Frederick	P 62.00
579999	10/11/2006	0000009127	Timberline Locksmith	P 145.00
580000	10/11/2006	0000011036	Time Warner Telecom	P 1,508.19
580001	10/11/2006	000002790	Treadwell Support Services	P 11,783.34
580002	10/11/2006	000002419	Underground Service Alert	P 1,235.20
580003	10/11/2006	000002426	United Parcel Service	P 25.73
580004	10/11/2006	000002462	Valley Sporting Goods	P 806.78
580005	10/11/2006	000005697	Verizon	P 580.10
580006	10/11/2006	0000010761	Verizon Internet Solutions	P 89.95
580007	10/11/2006	000002472	Vern's Mobile Glass	P 269.00
580008	10/11/2006	000002784	Victor Valley Florist, Inc.	P 43.10
580009	10/11/2006	0000007309	Victorville Mitsubishi	P 5.17
580010	10/11/2006	0000012959	Victor Valley Veterinary Clinic	P 535.00
580011	10/11/2006	000002533	Wal-Mart Store #01-1588	P 197.01
580012	10/11/2006	0000011361	Walters Wholesale Electric Co.	P 160.04
580013	10/11/2006	000002554	Waxie Sanitary Supply	P 426.24
580014	10/11/2006	0000015764	WESTRUX International Inc.	P 9.14
580015	10/11/2006	0000008863	Winner Industrial Chemical & Tool	P 501.93
580016	10/11/2006	000002646	Zee Medical Service	P 59.27
580017	10/11/2006	0000008243	4imprint	P 1,442.70
580018	10/11/2006	0000007363	Agajanian & Associates	P 4,725.00
580019	10/11/2006	0000016435	Alliant Insurance Services, Inc.	P 1,167.84
580020	10/11/2006	0000000169	Antelope Valley Turf Supply	P 37,358.83
580021	10/11/2006	0000014881	Arteaga, Denisse	P 55.18
580022	10/11/2006	0000007835	Cal. Fire Mechanics Academy, Inc.	P 1,200.00
580023	10/11/2006	0000009344	Carter & Burgess, Inc.	P 282,239.42
580024	10/11/2006	0000008111	Collins, Kevin	P 1,250.00
580025	10/11/2006	0000013168	Collins, Liliana	P 213.64
580026	10/11/2006	0000014817	Davidson, Jenele	P 700.00
580027	10/11/2006	0000000741	Joe De George Sports	P 100.00
580028	10/11/2006	0000008506	DEO Enterprises	P 9,639.11
580029	10/11/2006	0000000814	Doubletree Hotel	P 612.18
580030	10/11/2006	0000012718	Duran, Jorge	P 137.10
580031	10/11/2006	0000016513	Economou, George A.	P 18.60
580032	10/11/2006	0000003634	Emberson, Clayton R.	P 53.36
580033	10/11/2006	0000012428	Footlocker	P 100.00
580034	10/11/2006	0000005185	Francis, Norm	P 340.00
580035	10/11/2006	0000009784	Frontier Homes, LLC	P 603.51
580036	10/11/2006	0000002940	Graham, Georgia	P 558.00
580037	10/11/2006	0000011787	Hanna, Collette	P 7.00



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580038	10/11/2006	000006920 Hernandez, James	P	20.33
580039	10/11/2006	000001191 High Desert Opportunity	P	375.00
580040	10/11/2006	000003626 Hunter, Robert C.	P	137.60
580041	10/11/2006	0000014247 Inland Energy, Inc.	P	301,953.16
580042	10/11/2006	0000016510 Isernhagen, Dawn	P	35.53
580043	10/11/2006	0000013828 Jauss, George	P	182.88
580044	10/11/2006	000001439 League of California Cities	P	500.00
580045	10/11/2006	0000016508 Leggett, Caliph	P	24.74
580046	10/11/2006	0000015334 Little, Trisha	P	4.80
580047	10/11/2006	0000013784 Lopez, Mario Jr.	P	32.06
580048	10/11/2006	0000012126 Marin, Lesyenia G.	P	222.97
580049	10/11/2006	0000014812 Nichols, Madonna	P	15.99
580050	10/11/2006	0000012809 Orange Coast Title	P	139.47
580051	10/11/2006	0000016351 Orion Telescopes & Binoculars	P	71.01
580052	10/11/2006	0000014494 Ortiz, Ruben	P	500.00
580053	10/11/2006	0000016509 Punzo, Jesus	P	17.74
580054	10/11/2006	0000016505 Roadway Express	P	817.98
580055	10/11/2006	000003172 San Bernardino County FPO Associatio	P	250.00
580056	10/11/2006	0000015450 Sierra, Ramon	P	40.00
580057	10/11/2006	0000016496 Simmons, Jennifer	P	22.08
580058	10/11/2006	0000002196 Southern California Housing Developm	P	30,727.28
580059	10/11/2006	000004120 St. Mary's Regional Medical Center	P	60.00
580060	10/11/2006	0000012400 Sunset Builders	P	9,960.00
580061	10/11/2006	0000016512 Swift Appearance	P	135.00
580062	10/11/2006	0000002504 City of Victorville Sanitation	P	597.35
580063	10/11/2006	0000002498 Victor Valley Wastewater Reclamation	P	413,393.50

Check Total: 1,779,227.21



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Commercial Demand

Check No.	Date	Vendor	Payment Status	Payment Amount
577768	8/9/2006	0000016141 Lion's Gate Hotel & Conference Center	V	-285.54
578106	8/23/2006	0000016201 Mendoza, Yolanda	V	-200.00
578868	9/13/2006	0000007039 Stody Industrial & Welding Supply, In	V	-220.36
579292	9/20/2006	0000013281 Hertz Rental Car	V	-85.54
579410	9/27/2006	0000016445 Johnson Smith Co.	V	-218.82
579791	10/4/2006	0000015471 CCMF	V	-350.00
580063	10/11/2006	0000002498 Victor Valley Wastewater Reclamation	V	-413,393.50
580064	10/18/2006	0000013312 A&B Hitches and Mufflers	P	555.72
580065	10/18/2006	0000000006 A & L Builders Supply	P	610.49
580066	10/18/2006	0000000025 AA Equipment Rental Co.	P	4,162.20
580067	10/18/2006	0000007343 Abrego, Tamala S	P	115.00
580068	10/18/2006	0000000063 Advanced Technology	P	156.18
580069	10/18/2006	0000009866 Agencies Tool Center, Inc.	P	136.34
580070	10/18/2006	0000010965 Albert Grover & Associates	P	11,400.00
580071	10/18/2006	0000013841 Allied Utility Products	P	2,305.59
580072	10/18/2006	0000003049 AMSOIL	P	1,099.07
580073	10/18/2006	0000002668 Animal Hospital at the Narrows, Inc.	P	100.00
580074	10/18/2006	0000000169 Antelope Valley Turf Supply	P	862.95
580075	10/18/2006	0000016433 Aqua Serve Engineers, Inc.	P	55.86
580076	10/18/2006	0000012801 Arzola, Mary Ann	P	147.00
580077	10/18/2006	0000009599 Aufbau	P	11,033.00
580078	10/18/2006	0000000265 Baldy Mesa Water District	P	11,717.44
580079	10/18/2006	0000000290 Battery Mart	P	249.96
580080	10/18/2006	0000013164 Beach Wire and Cable	P	2,813.79
580081	10/18/2006	0000000287 Beaman Bros. Plumbing & Heating	P	215.00
580082	10/18/2006	0000000294 Bear Valley Rentals	P	75.37
580083	10/18/2006	0000000293 Beaumont Yamaha/Kawasaki	P	86.59
580084	10/18/2006	0000000311 Best Access Systems/	P	8.16
580085	10/18/2006	0000016434 Bibby Financial Services (CA), Inc.	P	1,760.00
580086	10/18/2006	0000016358 Blue Diamond	P	1,750.80
580087	10/18/2006	0000016226 Bluewater Energy Solutions, Inc.	P	133,957.21
580088	10/18/2006	0000014554 BNI Publications	P	115.20
580089	10/18/2006	0000000334 Bob's Driveline Service	P	287.44
580090	10/18/2006	0000000456 Calcon Electric Supply	P	525.22
580091	10/18/2006	0000000781 State of California Board of	P	1,205.26
580092	10/18/2006	0000002720 California Tool & Welding Supply	P	7.80
580093	10/18/2006	0000016555 Caronna, Carrie	P	40.00
580094	10/18/2006	0000006067 Causey's Heating & Air-Conditioning	P	363.50
580095	10/18/2006	0000000618 CDW Government, Inc.	P	1,436.20
580096	10/18/2006	0000005967 Century Forms, Inc.	P	449.42
580097	10/18/2006	0000000554 Chevron USA, Inc.	P	95.82
580098	10/18/2006	0000000425 C.H.J. Incorporated	P	375.00
580099	10/18/2006	0000012938 Cingular Wireless	P	120.87
580100	10/18/2006	0000005779 Classroom Direct.com	P	117.49
580101	10/18/2006	0000005970 Clear Channel Communications	P	300.00
580102	10/18/2006	0000009545 Coffman Associates	P	12,601.00
580103	10/18/2006	0000000600 Coles Bros.	P	58.50
580104	10/18/2006	0000010538 Conroy's Flowers	P	203.64
580105	10/18/2006	0000000632 Consolidated Electrical Distributors,	P	1,369.11
580106	10/18/2006	0000014230 Cooline	P	159.47
580107	10/18/2006	0000000662 The Counseling Team International	P	700.00
580108	10/18/2006	0000003901 Creative Benefits, Inc.	P	2,386.50
580109	10/18/2006	0000000712 Daily Press	P	1,511.54



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
580110	10/18/2006	0000016181 Dakessian, Marty	P	2,680.00
580111	10/18/2006	0000000743 Dell Marketing L.P.	P	14,411.25
580112	10/18/2006	0000000754 Desert Community Bank	P	32,295.64
580113	10/18/2006	0000000761 Desert Stationers	P	1,108.90
580114	10/18/2006	0000006024 Dewey Pest Control	P	125.00
580115	10/18/2006	0000008893 DGA Consultants, Inc.	P	27,045.58
580116	10/18/2006	0000002977 Theresa M. Dickover	P	197.00
580117	10/18/2006	0000013382 Direct TV	P	84.96
580118	10/18/2006	0000007552 The Dish Factory, Inc.	P	570.00
580119	10/18/2006	0000002965 Don Martin and Co.	P	322.68
580120	10/18/2006	0000016538 Dumapias, Louella	P	200.00
580121	10/18/2006	0000011418 Eagle Aerial Imaging	P	395.00
580122	10/18/2006	0000015864 Earth Tech Inc.	P	76,775.32
580123	10/18/2006	0000007289 EDFUND	P	261.10
580124	10/18/2006	0000016470 Emergency Power Control Inc.	P	2,500.00
580125	10/18/2006	0000000875 Endura Steel, Inc.	P	161.03
580126	10/18/2006	0000000839 EZ GO Textron	P	1,525.52
580127	10/18/2006	0000000910 Fairview Ford Sales, Inc.	P	1,050.44
580128	10/18/2006	0000015318 Farwest Corrosion Control Co.	P	62.85
580129	10/18/2006	0000000917 Federal Express Corp.	P	171.21
580130	10/18/2006	0000000969 FootJoy	P	576.45
580131	10/18/2006	0000009437 Fore-Par	P	646.54
580132	10/18/2006	0000001740 G.A. Osborne Pipe-Supply	P	2,898.04
580133	10/18/2006	0000004364 Gapelu, Shivonn	P	159.50
580134	10/18/2006	0000002778 Gas Equipment Systems, Inc.	P	956.15
580135	10/18/2006	0000001047 Global Tour Golf, Inc.	P	258.32
580136	10/18/2006	0000011689 Golf Ventures West	P	3,234.03
580137	10/18/2006	0000001943 Goodspeed Distributing, Inc.	P	45,173.30
580138	10/18/2006	0000016539 Govin, Brian	P	30.00
580139	10/18/2006	0000001074 Graham Equipment	P	2,592.47
580140	10/18/2006	0000001076 Grainger, Inc.	P	4,333.56
580141	10/18/2006	0000006956 GreenField Compression, Inc.	P	1,228.19
580142	10/18/2006	0000001089 Greiner Pontiac Buick	P	23,523.03
580143	10/18/2006	0000001100 H & E Home Builders	P	3,578.76
580144	10/18/2006	0000001104 Haaker Equipment Co.	P	2,767.12
580145	10/18/2006	0000001123 Harbor Freight Tools	P	73.22
580146	10/18/2006	0000001096 HCS-Cutler	P	168.14
580147	10/18/2006	0000000278 Hi Desert Alarm	P	240.00
580148	10/18/2006	0000001162 Hi-Desert Communications	P	45.00
580149	10/18/2006	0000001194 Hightech Signs	P	1,497.62
580150	10/18/2006	0000011025 Hippo Golf Company, Inc.	P	144.51
580151	10/18/2006	0000001218 Home Depot, Inc.	P	3,560.86
580152	10/18/2006	0000005495 Hot Taps Ltd.	P	335.00
580153	10/18/2006	0000015311 Ice Energy, Inc.	P	6,027.93
580154	10/18/2006	0000008055 IKON Office Solutions, Inc.	P	1,776.80
580155	10/18/2006	0000007512 Imperial Sprinkler Supply, Inc.	P	613.37
580156	10/18/2006	0000014580 Innovative Printing Concept	P	862.64
580157	10/18/2006	0000007761 I O S Capital	P	358.00
580158	10/18/2006	0000016484 J&J, Inc.	P	198.95
580159	10/18/2006	0000001318 J & L Windshield Repair	P	49.00
580160	10/18/2006	0000001334 Jobs Available, Inc.	P	280.00
580161	10/18/2006	0000013738 Johnson Controls	P	1,496.33
580162	10/18/2006	0000001399 Kleinfelder, Inc.	P	309.75
580163	10/18/2006	0000001357 KV Blueprint, Inc.	P	91.53



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
580164	10/18/2006	0000001426	Lab Safety Supply co.	P 17.64
580165	10/18/2006	0000008484	Lantex Voice Data System	P 284.38
580166	10/18/2006	0000001420	Lawncare Landscaping	P 58,189.79
580167	10/18/2006	0000001416	Lawson Products, Inc.	P 2.47
580168	10/18/2006	0000001462	Lindy T's Too!	P 59.26
580169	10/18/2006	0000008208	Lowe's	P 28.08
580170	10/18/2006	0000008210	Lowe's	P 112.67
580171	10/18/2006	0000008209	Lowe's	P 399.62
580172	10/18/2006	0000009630	Lowe's	P 167.10
580173	10/18/2006	0000007650	Maaco	P 846.89
580174	10/18/2006	0000016482	Maintenance Engineering Ltd.	P 230.65
580175	10/18/2006	0000016161	Manley's Boiler Inc.	P 15,058.00
580176	10/18/2006	0000002716	MANPOWER	P 1,500.34
580177	10/18/2006	0000000361	Mark Brown & Associates, Inc.	P 175.00
580178	10/18/2006	0000015915	Mayer Hoffman McCann P.C.	P 4,000.00
580179	10/18/2006	0000010734	MBS, a Konica Minolta Business Soluti	P 84.63
580180	10/18/2006	0000010739	McGraw, Deborah	P 215.50
580181	10/18/2006	0000001548	McMaster-Carr Supply Co.	P 524.60
580182	10/18/2006	0000016201	Mendoza, Yolanda	P 200.00
580183	10/18/2006	0000002835	Minolta Business Systems, Inc.	P 503.22
580184	10/18/2006	0000001592	Mobile Occupational Service	P 695.00
580185	10/18/2006	0000001598	Mojave Equipment Co., Inc.	P 4,612.25
580186	10/18/2006	0000005448	MWB Business Systems	P 269.35
580187	10/18/2006	0000001648	NAPA Auto Parts	P 28.11
580188	10/18/2006	0000004894	New Jersey Family Support Pmt	P 152.00
580189	10/18/2006	0000008744	Nextel Communications	P 10,869.68
580190	10/18/2006	0000001696	Nixon-Egli Equipment Co.	P 236.16
580191	10/18/2006	0000002863	Nolte and Associates, Inc.	P 540.00
580192	10/18/2006	0000001711	Office Depot	P 67.27
580193	10/18/2006	0000001711	Office Depot	P 2,229.24
580194	10/18/2006	0000005341	Oriental Trading Company, Inc.	P 55.80
580195	10/18/2006	0000012163	Orkin Pest Control	P 1,034.61
580196	10/18/2006	0000009637	Parsons Brinckerhoff	P 158,316.18
580197	10/18/2006	0000011559	Premiumwear, Inc	P 28.15
580198	10/18/2006	0000007517	Prime Time	P 154.25
580199	10/18/2006	0000013149	Project Partners	P 17,793.04
580200	10/18/2006	0000014218	Property Specialists	P 14,448.75
580201	10/18/2006	0000001886	Prudential Overall Supply	P 964.72
580202	10/18/2006	0000004834	Radio Shack	P 87.12
580203	10/18/2006	0000001916	R.D.O. Equipment Co.	P 322.48
580204	10/18/2006	0000013634	Resourceful Bag & Tag Inc.	P 1,050.00
580205	10/18/2006	0000003857	Roadline Products Inc.	P 212.66
580206	10/18/2006	0000001910	R & R Products	P 267.62
580207	10/18/2006	0000002071	San Bernardino Co Solid Waste	P 246,396.41
580208	10/18/2006	0000011945	Scrub-N-Up	P 365.19
580209	10/18/2006	0000005372	S E Clemons, Inc.	P 180.00
580210	10/18/2006	0000009069	The Senior News	P 500.00
580211	10/18/2006	0000003029	SERCO	P 15,823.00
580212	10/18/2006	0000002155	Smart & Final	P 215.29
580213	10/18/2006	0000002165	Smitty's Concrete Pumping	P 248.00
580214	10/18/2006	0000002188	Southern California Edison	P 38,550.53
580215	10/18/2006	0000007804	Software House International, Inc.	P 1,137.85
580216	10/18/2006	0000015401	Southwest Mobile Storage	P 3,011.62
580217	10/18/2006	0000015315	Southwest Sports	P 654.48



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
580218	10/18/2006	000008323 Spectrum Communications Cabling Ser	P	410.71
580219	10/18/2006	0000016548 Sportex, Inc.	P	125.22
580220	10/18/2006	0000004987 St. Andrews Products, Co.	P	1,195.84
580221	10/18/2006	0000002227 Staples Credit Plan	P	470.68
580222	10/18/2006	0000016245 State Disbursement Unit	P	2,378.33
580223	10/18/2006	0000016245 State Disbursement Unit	P	2.17
580224	10/18/2006	0000002238 Stater Bros. Markets	P	12.87
580225	10/18/2006	0000014875 Stathis, Jacqueline	P	606.50
580226	10/18/2006	0000006921 Steven Enterprises, Inc.	P	297.01
580227	10/18/2006	0000003077 Stirling Airports International, LLC	P	59,462.00
580228	10/18/2006	0000007039 Stoodly Industrial & Welding Supply, In	P	174.56
580229	10/18/2006	0000002204 Southwest Gas Corporation	P	95.83
580230	10/18/2006	0000002204 Southwest Gas Corporation	P	50,991.49
580231	10/18/2006	0000002313 Target Specialty Products	P	381.97
580232	10/18/2006	0000009127 Timberline Locksmith	P	71.31
580233	10/18/2006	0000011036 Time Warner Telecom	P	1,445.66
580234	10/18/2006	0000002346 Titleist	P	118.48
580235	10/18/2006	0000002360 Town & Country Tire	P	2,361.15
580236	10/18/2006	0000016536 TrueCycle, Inc.	P	99.29
580237	10/18/2006	0000004246 Truesdail Laboratories, Inc.	P	40.50
580238	10/18/2006	0000006279 Turf Star, Inc.	P	5,030.57
580239	10/18/2006	0000014613 UniFirst Corporation	P	19.31
580240	10/18/2006	0000002426 United Parcel Service	P	145.32
580241	10/18/2006	0000002430 United Way Desert Communities	P	45.00
580242	10/18/2006	0000002403 URS Corporation	P	12,037.50
580243	10/18/2006	0000016520 United States	P	30,859.50
580244	10/18/2006	0000016520 United States	P	583.21
580245	10/18/2006	0000012026 Varco, Claudia	P	48.00
580246	10/18/2006	0000005697 Verizon	P	19,714.69
580247	10/18/2006	0000015079 Verizon Wireless	P	48.11
580248	10/18/2006	0000002472 Vern's Mobile Glass	P	289.00
580249	10/18/2006	0000002475 Victor Elementary School District	P	163.00
580250	10/18/2006	0000008078 Victor Valley Animal Hospital	P	485.00
580251	10/18/2006	0000002481 Victor Valley Animal Protective League	P	8,361.05
580252	10/18/2006	0000005896 Victor Valley Hand Car Wash, Inc.	P	195.00
580253	10/18/2006	0000002784 Victor Valley Florist, Inc.	P	80.81
580254	10/18/2006	0000002507 Victorville Professional Firefighters	P	2,490.28
580255	10/18/2006	0000002495 Victor Valley Roofing Supply, Inc.	P	10.78
580256	10/18/2006	0000002862 Victor Valley Towing, Inc.	P	28.00
580257	10/18/2006	0000002486 Victor Valley Union High School Distri	P	233.43
580258	10/18/2006	0000002499 Victor Valley Water District	P	9,760.40
580259	10/18/2006	0000002498 Victor Valley Wastewater Reclamation	P	443,182.25
580260	10/18/2006	0000012329 Wallace, Raquel	P	70.50
580261	10/18/2006	0000002533 Wal-Mart Store #01-1588	P	210.09
580262	10/18/2006	0000011361 Walters Wholesale Electric Co.	P	95.05
580263	10/18/2006	0000002554 Waxie Sanitary Supply	P	12,134.74
580264	10/18/2006	0000002574 Western Farm Service, Inc.	P	11,826.64
580265	10/18/2006	0000002575 Western Golf, Inc.	P	72.90
580266	10/18/2006	0000015293 William Bower Associates Inc.	P	33,019.12
580267	10/18/2006	0000008863 Winner Industrial Chemical & Tool	P	173.26
580268	10/18/2006	0000015417 WorldPoint ECC, Inc.	P	250.49
580269	10/18/2006	0000002632 Xerox Corporation	P	406.28
580270	10/18/2006	0000002648 ZEP Manufacturing	P	1,040.90
580271	10/18/2006	0000016545 Aguiar, Ed	P	50.00



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580272	10/18/2006	0000000076 Aircraft Rescue & Fire Fighting	P	125.00
580273	10/18/2006	0000000034 APWA	P	500.00
580274	10/18/2006	0000000034 APWA	P	300.00
580275	10/18/2006	0000016544 Balloons of California	P	161.63
580276	10/18/2006	0000000294 Bear Valley Rentals	P	131.86
580277	10/18/2006	0000000294 Bear Valley Rentals	P	360.82
580278	10/18/2006	0000015805 Bennett-Jackson, Bonita	P	252.00
580279	10/18/2006	0000016543 Better Flooring, Inc.	P	50.00
580280	10/18/2006	0000002236 State Water Resources Control Board	P	4,676.00
580281	10/18/2006	0000016542 Canales, Marlene	P	50.00
580282	10/18/2006	0000000556 Chicago Title Co.	P	100,000.00
580283	10/18/2006	0000000556 Chicago Title Co.	P	100,000.00
580284	10/18/2006	0000000556 Chicago Title Co.	P	100,000.00
580285	10/18/2006	0000011600 Clowns Unlimited	P	50.00
580286	10/18/2006	0000000492 California Park and Recreation	P	45.00
580287	10/18/2006	0000000492 California Park and Recreation	P	45.00
580288	10/18/2006	0000000492 California Park and Recreation	P	45.00
580289	10/18/2006	0000016541 Crocker, Philip	P	50.00
580290	10/18/2006	0000000699 Cutting Edge Concrete Services, Inc.	P	65,856.06
580291	10/18/2006	0000016553 Dolin, Mary	P	15.00
580292	10/18/2006	0000000863 El Pollo Loco	P	87.12
580293	10/18/2006	0000016556 EZ Lube	P	50.00
580294	10/18/2006	0000016540 Estrada, Edgar/Luz	P	50.00
580295	10/18/2006	0000012862 Foundation for CSUSB	P	1,200.00
580296	10/18/2006	0000005185 Francis, Norm	P	300.00
580297	10/18/2006	0000016554 Gallardo, Veronica	P	15.00
580298	10/18/2006	0000005891 The Gallery Collection	P	490.03
580299	10/18/2006	0000016063 Hamilton-Yates, Carla	P	39.00
580300	10/18/2006	0000001175 High Desert Meals on Wheels	P	5,863.05
580301	10/18/2006	0000014899 IAEM	P	170.00
580302	10/18/2006	0000016510 Isernhagen, Dawn	P	128.46
580303	10/18/2006	0000013299 Journal of Emergency Management	P	232.00
580304	10/18/2006	0000016518 Kovacevich, Milan R.	P	50.00
580305	10/18/2006	0000004787 Kuhlmann, Eulema	P	200.00
580306	10/18/2006	0000001494 Maintenance Superintendent Association	P	140.00
580307	10/18/2006	0000016519 Markosyan, Marta	P	50.00
580308	10/18/2006	0000015335 McRoberts, Loree	P	600.00
580309	10/18/2006	0000016517 Mekonen, Ayeto Y.	P	50.00
580310	10/18/2006	0000005879 MISAC	P	275.00
580311	10/18/2006	0000016535 Montes, Irene	P	13.31
580312	10/18/2006	0000013881 Munn-Arvinger, Lee	P	148.00
580313	10/18/2006	0000009453 Musician's Friend	P	369.98
580314	10/18/2006	0000016516 Olson, Michael/Lois Romaine	P	50.00
580315	10/18/2006	0000001748 P.A.P.A.	P	195.00
580316	10/18/2006	0000006777 Progressive Business Publications	P	199.00
580317	10/18/2006	0000016549 Ramirez, Roberta	P	629.52
580318	10/18/2006	0000016537 Rancho Las Palmas	P	283.80
580319	10/18/2006	0000016176 Reynolds, DeAndre	P	463.22
580320	10/18/2006	0000016550 Russell, Jennifer	P	921.55
580321	10/18/2006	0000003583 Vince Russo	P	231.91
580322	10/18/2006	0000016526 Sanchez, Guadalupe	P	50.00
580323	10/18/2006	0000002037 San Bernardino County	P	10,642.00
580324	10/18/2006	0000002037 San Bernardino County	P	21,076.00
580325	10/18/2006	0000002037 San Bernardino County	P	6,394.00



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580326	10/18/2006	0000007006	Sexual Assault Services	P	1,231.61
580327	10/18/2006	0000015450	Sierra, Ramon	P	120.00
580328	10/18/2006	0000016524	Silva, Francisco	P	50.00
580329	10/18/2006	0000009739	Silva, Kelly	P	120.00
580330	10/18/2006	0000016496	Simmons, Jennifer	P	32.04
580331	10/18/2006	0000016552	Skaggs, Randy	P	70.00
580332	10/18/2006	0000016551	Skidmarks Roadside Grill	P	20.00
580333	10/18/2006	0000002196	Southern California Housing Developm	P	179,206.64
580334	10/18/2006	0000002204	Southwest Gas Corporation	P	21,064.50
580335	10/18/2006	0000012922	Twister Display	P	61.03
580336	10/18/2006	0000012481	Van Alstine, Ben	P	63.94
580337	10/18/2006	0000016527	Victor Valley Property Management	P	50.00
580338	10/18/2006	0000002506	Victorville Firemen's Association	P	317.50
580339	10/18/2006	0000002504	City of Victorville Sanitation	P	25.03
580340	10/18/2006	0000016523	Waite Jr., Hal.	P	50.00
580341	10/18/2006	0000016534	West Creek PA 4 L.P.	P	2,037.75
580342	10/18/2006	0000016521	Wike, William J.	P	50.00

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580343	10/23/2006	0000004284 Boyd, Robert	P	3,000.00
580344	10/25/2006	0000008243 4imprint	P	1,630.80
580345	10/25/2006	0000013312 A&B Hitches and Mufflers	P	107.70
580346	10/25/2006	0000000047 Aardvark Pumping Servic	P	25.39
580347	10/25/2006	0000015479 Absolute Steel & Storage	P	4,587.81
580348	10/25/2006	0000005289 Adelanto Water and Sanitation	P	20,400.11
580349	10/25/2006	0000015459 ADT Security Services, Inc.	P	45.00
580350	10/25/2006	0000006716 Airgas West	P	703.82
580351	10/25/2006	0000015791 Alert Shirt Co.	P	225.96
580352	10/25/2006	0000013841 Allied Utility Products	P	7,549.77
580353	10/25/2006	0000000158 AMTEK	P	265.00
580354	10/25/2006	0000002668 Animal Hospital at the Narrows, Inc.	P	188.00
580355	10/25/2006	0000000223 Associated Soils Engineering	P	655.00
580356	10/25/2006	0000000038 AT&T	P	63.78
580357	10/25/2006	0000000038 AT&T	P	19.66
580358	10/25/2006	0000000038 AT&T	P	23.55
580359	10/25/2006	0000003042 Apple Valley Communications Inc.	P	35.00
580360	10/25/2006	0000015461 AwindRow LLC	P	3,307.59
580361	10/25/2006	0000014791 Baldi Bros., Inc.	P	261,372.41
580362	10/25/2006	0000000265 Baldy Mesa Water District	P	26.23
580363	10/25/2006	0000000270 Bankcard Services	P	1,269.58
580364	10/25/2006	0000006991 B & B Cycles	P	49.42
580365	10/25/2006	0000016358 Blue Diamond	P	172.40
580366	10/25/2006	0000000334 Bob's Driveline Service	P	45.00
580367	10/25/2006	0000010986 Braun & Blaising, P.C.	P	290.00
580368	10/25/2006	0000000448 Cal Herbold's Nursery	P	181.02
580369	10/25/2006	0000004242 California Bio-Mass, Inc.	P	129.75
580370	10/25/2006	0000003245 California Department of Justice	P	1,611.00
580371	10/25/2006	0000000781 State of California Board of	P	770.42
580372	10/25/2006	0000010630 California Overnight	P	89.53
580373	10/25/2006	0000009888 California Utility Equipment, Inc	P	3,519.46
580374	10/25/2006	0000010029 CA Shopping Cart Retrieval	P	762.00
580375	10/25/2006	0000000618 CDW Government, Inc.	P	437.39
580376	10/25/2006	0000000543 Chabin Concepts, Inc.	P	570.80
580377	10/25/2006	0000000548 Charles Joseph Associates	P	2,421.50
580378	10/25/2006	0000008522 Charter Communications	P	3,242.25
580379	10/25/2006	0000005970 Clear Channel Communications	P	3,219.00
580380	10/25/2006	0000000585 Club Ed	P	5.92
580381	10/25/2006	0000000600 Coles Bros.	P	221.50
580382	10/25/2006	0000000623 Comser Co.	P	54.00
580383	10/25/2006	0000000632 Consolidated Electrical Distributors,	P	362.05
580384	10/25/2006	0000003901 Creative Benefits, Inc.	P	222.00
580385	10/25/2006	0000003099 CSK Auto, Inc.	P	139.99
580386	10/25/2006	0000000703 D&D Disposal	P	370.00
580387	10/25/2006	0000008392 D3 Equipment	P	118.75
580388	10/25/2006	0000000712 Daily Press	P	1,242.01
580389	10/25/2006	0000010768 DataQuick	P	94.50
580390	10/25/2006	0000000701 DB Music & Sound	P	1,018.22
580391	10/25/2006	0000000743 Dell Marketing L.P.	P	226.24
580392	10/25/2006	0000012505 Desert Environmental Services, Inc.	P	319.05
580393	10/25/2006	0000000760 Desert Service Station Maintenance	P	125.00
580394	10/25/2006	0000000761 Desert Stationers	P	197.94
580395	10/25/2006	0000008350 Desert Survival Guide	P	225.00



<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
580396	10/25/2006	0000015330 Ektron	P	1,205.69
580397	10/25/2006	0000008681 Exhibit Works	P	405.00
580398	10/25/2006	0000000839 EZ GO Textron	P	523.55
580399	10/25/2006	0000000917 Federal Express Corp.	P	128.66
580400	10/25/2006	0000000920 Federal Signal Corp.	P	56.52
580401	10/25/2006	0000009437 Fore-Par	P	985.62
580402	10/25/2006	0000001015 Gall's Inc.	P	1,974.08
580403	10/25/2006	0000001740 G.A. Osborne Pipe-Supply	P	1,648.27
580404	10/25/2006	0000013175 GBC	P	6,306.80
580405	10/25/2006	0000001047 Global Tour Golf, Inc.	P	58.23
580406	10/25/2006	0000011689 Golf Ventures West	P	127,269.27
580407	10/25/2006	0000015963 Gonzales Environmental Consulting LL	P	2,723.65
580408	10/25/2006	0000001076 Grainger, Inc.	P	5,022.46
580409	10/25/2006	0000002968 The Grumpy Golfer	P	154.00
580410	10/25/2006	0000001100 H & E Home Builders	P	317.86
580411	10/25/2006	0000001104 Haaker Equipment Co.	P	18.18
580412	10/25/2006	0000001096 HCS-Cutler	P	443.11
580413	10/25/2006	0000001135 Heath Consultants	P	135.56
580414	10/25/2006	0000001162 Hi-Desert Communications	P	325.65
580415	10/25/2006	0000002687 High Desert Stamp & Engraving	P	42.02
580416	10/25/2006	0000001194 Hightech Signs	P	323.28
580417	10/25/2006	0000015762 High Voltage Technical Services, Inc.	P	18,402.79
580418	10/25/2006	0000001218 Home Depot, Inc.	P	1,833.93
580419	10/25/2006	0000001229 Howards Muffler Service, Inc.	P	200.00
580420	10/25/2006	0000008055 IKON Office Solutions, Inc.	P	123.91
580421	10/25/2006	0000015821 Imperial Supplies, LLC	P	71.49
580422	10/25/2006	0000008885 Inmark/Victor	P	38.16
580423	10/25/2006	0000007761 I O S Capital	P	2,233.80
580424	10/25/2006	0000014841 IPMA-HR	P	315.00
580425	10/25/2006	0000015460 Ironman	P	300.00
580426	10/25/2006	0000003039 Jim's Ott's Pots	P	21.00
580427	10/25/2006	0000001318 J & L Windshield Repair	P	108.00
580428	10/25/2006	0000012411 Johnson Power Systems	P	7,273.12
580429	10/25/2006	0000008785 Kelley's General Contracting	P	800.00
580430	10/25/2006	0000015912 Key Turf Construction	P	120,114.00
580431	10/25/2006	0000006646 KFROG Stations	P	792.00
580432	10/25/2006	0000001426 Lab Safety Supply co.	P	885.00
580433	10/25/2006	0000016569 Lapuz, Alfredo	P	36.13
580434	10/25/2006	0000001420 Lawncare Landscaping	P	979.20
580435	10/25/2006	0000010660 Loveland's Automotive Service	P	55.00
580436	10/25/2006	0000008210 Lowe's	P	30.04
580437	10/25/2006	0000001489 M&D Fire Equipment Company, Inc.	P	1,239.13
580438	10/25/2006	0000007650 Maaco	P	3,352.99
580439	10/25/2006	0000002716 MANPOWER	P	1,347.21
580440	10/25/2006	0000000361 Mark Brown & Associates, Inc.	P	25.00
580441	10/25/2006	0000008886 Mark Christopher Chevrolet	P	4,146.23
580442	10/25/2006	0000010734 MBS, a Konica Minolta Business Soluti	P	142.50
580443	10/25/2006	0000016414 MC2 Design Group Inc.	P	300.00
580444	10/25/2006	0000014157 Merrimac Energy Group	P	15,122.64
580445	10/25/2006	0000001592 Mobile Occupational Service	P	200.00
580446	10/25/2006	0000001589 Mobile Storage Group-West	P	80.14
580447	10/25/2006	0000001596 Mojave Copy & Printing	P	324.76
580448	10/25/2006	0000010501 Moore Industrial Hardware	P	34.71
580449	10/25/2006	0000009511 National Waterworks	P	1,579.92



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580450	10/25/2006	0000016557 Navarro, Antonia	P	20.00
580451	10/25/2006	0000007789 Nelson Traffic Supply	P	151.84
580452	10/25/2006	0000005964 Nike USA, Inc.	P	41.65
580453	10/25/2006	0000001711 Office Depot	P	834.82
580454	10/25/2006	0000002772 OfficeMax	P	344.20
580455	10/25/2006	0000016560 Ogata, Sylvia	P	15.75
580456	10/25/2006	0000013436 Oracle USA, Inc.	P	50,338.81
580457	10/25/2006	0000014581 Paper Recycling & Shredding Specialist	P	348.00
580458	10/25/2006	0000001789 Parkhouse Tire, Inc.	P	590.69
580459	10/25/2006	0000016568 Pigford, Gerline	P	200.00
580460	10/25/2006	0000004752 PING	P	52.94
580461	10/25/2006	0000003033 Pitney Bowes	P	589.00
580462	10/25/2006	0000006228 Precision Fleet Repair	P	198.13
580463	10/25/2006	0000015452 Priority Safety Services	P	768.20
580464	10/25/2006	0000001886 Prudential Overall Supply	P	174.30
580465	10/25/2006	0000016244 PTL Electric, Inc.	P	330.00
580466	10/25/2006	0000015870 Quantum Packs	P	619.50
580467	10/25/2006	0000004348 Quill Corporation	P	495.58
580468	10/25/2006	0000001930 Rancho Motor Company	P	20.07
580469	10/25/2006	0000001916 R.D.O. Equipment Co.	P	238.24
580470	10/25/2006	0000016566 Rogers, Elizabeth	P	25.00
580471	10/25/2006	0000013956 Rogers-Quinn Construction	P	1,089.00
580472	10/25/2006	0000013956 Rogers-Quinn Construction	P	141,755.21
580473	10/25/2006	0000001988 Rosenow Spevacek Group	P	15,772.50
580474	10/25/2006	0000001987 Rotary Club - Victorville	P	129.00
580475	10/25/2006	0000001910 R & R Products	P	390.04
580476	10/25/2006	0000002000 Russell Products	P	2,376.98
580477	10/25/2006	0000002037 San Bernardino County	P	20,524.02
580478	10/25/2006	0000002037 San Bernardino County	P	74.00
580479	10/25/2006	0000002071 San Bernardino Co Solid Waste	P	2,748.40
580480	10/25/2006	0000002865 San Bernardino Co Transp	P	41,490.11
580481	10/25/2006	0000011534 Schwan's Sales Ent.	P	155.22
580482	10/25/2006	0000016563 Securitas Security Services USA, Inc.	P	237.00
580483	10/25/2006	0000002111 Service Rock Products	P	1,508.72
580484	10/25/2006	0000002155 Smart & Final	P	274.53
580485	10/25/2006	0000002165 Smitty's Concrete Pumping	P	290.00
580486	10/25/2006	0000002188 Southern California Edison	P	18,098.79
580487	10/25/2006	0000002206 Spartan Motors, Inc.	P	47.55
580488	10/25/2006	0000008323 Spectrum Communications Cabling Ser	P	2,980.83
580489	10/25/2006	0000002227 Staples Credit Plan	P	61.96
580490	10/25/2006	0000012373 Stardust 910 AM	P	200.00
580491	10/25/2006	0000004812 Stericycle Inc.	P	198.51
580492	10/25/2006	0000003077 Stirling Airports International, LLC	P	94,734.00
580493	10/25/2006	0000003077 Stirling Airports International, LLC	P	55,930.00
580494	10/25/2006	0000007039 Stody Industrial & Welding Supply, In	P	264.84
580495	10/25/2006	0000015418 Successful Events	P	213.10
580496	10/25/2006	0000002312 Target Stores	P	409.15
580497	10/25/2006	0000002346 Titleist	P	784.65
580498	10/25/2006	0000002419 Underground Service Alert	P	664.00
580499	10/25/2006	0000014613 UniFirst Corporation	P	117.41
580500	10/25/2006	0000003089 United Rentals, Inc.	P	4,272.29
580501	10/25/2006	0000009715 United Transmission Exchange	P	1,944.62
580502	10/25/2006	0000002462 Valley Sporting Goods	P	91.59
580503	10/25/2006	0000009137 Valley Wide Newspapers	P	150.00



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Commercial Demand

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
580504	10/25/2006	0000014519 Venable LLP	P	12,823.10
580505	10/25/2006	0000005697 Verizon	P	36.00
580506	10/25/2006	0000002472 Vern's Mobile Glass	P	225.00
580507	10/25/2006	0000008512 Visual Information Systems Co.	P	1,050.00
580508	10/25/2006	0000008430 Vulcan Materials Company	P	801.98
580509	10/25/2006	0000002784 Victor Valley Florist, Inc.	P	53.88
580510	10/25/2006	0000002862 Victor Valley Towing, Inc.	P	176.00
580511	10/25/2006	0000002499 Victor Valley Water District	P	25,858.60
580512	10/25/2006	0000002533 Wal-Mart Store #01-1588	P	326.66
580513	10/25/2006	0000002554 Waxie Sanitary Supply	P	1,400.59
580514	10/25/2006	0000011518 Westates Truck Equipment Corporation	P	98.42
580515	10/25/2006	0000002575 Western Golf, Inc.	P	110.76
580516	10/25/2006	0000002579 Western Outdoor Power Equipment Co.	P	628.52
580517	10/25/2006	0000002571 West Group Publishing Company	P	204.75
580518	10/25/2006	0000002603 Willdan, Inc.	P	229,840.00
580519	10/25/2006	0000002604 Wilson Golf/Sporting Goods Co.	P	99.00
580520	10/25/2006	0000002632 Xerox Corporation	P	93.00
580521	10/25/2006	0000016571 YBA Shirts, Inc.	P	614.05
580522	10/25/2006	0000002646 Zee Medical Service	P	77.90
580523	10/25/2006	0000000169 Antelope Valley Turf Supply	P	1,021.91
580524	10/25/2006	0000007197 Baden Sports, Inc.	P	567.60
580525	10/25/2006	0000008738 Campbell, Wayne	P	360.60
580526	10/25/2006	0000005843 Carpenter, Cynthia	P	50.00
580527	10/25/2006	0000016564 CG Furniture Clearance Center	P	401.05
580528	10/25/2006	0000016564 CG Furniture Clearance Center	P	1,153.14
580529	10/25/2006	0000009079 Cox, Kimberly	P	189.20
580530	10/25/2006	0000014817 Davidson, Jenele	P	25.21
580531	10/25/2006	0000013836 Denny, Robert A.	P	300.08
580532	10/25/2006	0000008506 DEO Enterprises	P	9,017.28
580533	10/25/2006	0000012718 Duran, Jorge	P	279.52
580534	10/25/2006	0000016565 Eric Lloyd Wright & Associates	P	15,000.00
580535	10/25/2006	0000005185 Francis, Norm	P	300.00
580536	10/25/2006	0000004977 Garcia, Ernie	P	52.80
580537	10/25/2006	0000016567 GES Electrical Services	P	128.87
580538	10/25/2006	0000001191 High Desert Opportunity	P	150.00
580539	10/25/2006	0000004263 Inland Fair Housing & Mediation Board	P	1,768.37
580540	10/25/2006	0000014314 Innoprize XVIII LLC	P	66.40
580541	10/25/2006	0000002945 Jenkins, Timothy	P	169.55
580542	10/25/2006	0000001439 League of California Cities	P	420.00
580543	10/25/2006	0000016562 Mota, Luis	P	26.70
580544	10/25/2006	0000013274 Moses House Ministries	P	1,250.00
580545	10/25/2006	0000016561 Olson, Kelly	P	48.49
580546	10/25/2006	0000002429 Postmaster	P	6,000.00
580547	10/25/2006	0000016208 Redwood Resources Marketing, LLC	P	244,206.98
580548	10/25/2006	0000010792 Roberts, Jon	P	591.56
580549	10/25/2006	0000013956 Rogers-Quinn Construction	P	1,275,796.93
580550	10/25/2006	0000015450 Sierra, Ramon	P	160.00
580551	10/25/2006	0000016570 Sunburst Visual Media	P	177.00
580552	10/25/2006	0000000198 City of Victorville, Cash	P	179.62
580553	10/25/2006	0000002504 City of Victorville Sanitation	P	48.99
580554	10/25/2006	0000014845 WTS National	P	120.00
580555	10/25/2006	0000003598 Joe Zuccaro	P	105.00



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City of Victorville Accounts Payable
Commercial Demand

Page No. 5
Run Date 25.Oct.2006
Run Time 11:00:18 AM

<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
			Check Total:	<u>2,961,556.33</u>



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Adair Patterson *AP*
Director of Finance

DATE: October 17, 2006

SUBJECT: PAYROLL WARRANT LIST

RECOMMENDATION: That the Honorable City Council approve Payroll Demand Schedule No. 4A, for Payroll Period September 23, 2006 through October 6, 2006, in the amount of \$1,218,894.35 covering Warrant Nos. 20808 through 20870 and Advice Nos. 105524 through 106074 inclusive.

FISCAL IMPACT: Payroll gross total amount
\$1,218,894.35

Budget Amount: \$1,218,894.35
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*

Adair Patterson

DIRECTOR OF FINANCE

AMP/hdk

Attachment - Payroll Warrant List



City of Victorville

Date: 10/17/06

City Council Payroll Report
Payroll Period Ending: October 06, 2006

<u>Employee Number</u>	<u>Check #</u>	<u>Total Gross</u>	<u>Check Date</u>
1417	105793	1,762.69	10/13/2006
2396	105932	829.80	10/13/2006
1515	20818	1,836.54	10/13/2006
1871	105600	1,762.69	10/13/2006
2052	105933	420.00	10/13/2006
1883	106017	2,117.15	10/13/2006
1970	105696	2,469.58	10/13/2006
1305	106018	2,797.92	10/13/2006
2457	105913	824.96	10/13/2006
1097	105697	2,179.64	10/13/2006
2414	105934	59.40	10/13/2006
1169	105601	1,836.54	10/13/2006
1024	105621	2,811.31	10/13/2006
1005	105540	2,037.31	10/13/2006
2402	105935	280.00	10/13/2006
2432	105936	869.72	10/13/2006
1007	105541	3,757.00	10/13/2006
2473	105863	1,492.55	10/13/2006
1063	105528	1,836.54	10/13/2006
2357	105575	1,562.85	10/13/2006
1746	105794	2,362.69	10/13/2006
2142	105885	1,241.58	10/13/2006
1258	105937	844.14	10/13/2006
2354	105602	1,762.69	10/13/2006
1025	105795	2,312.85	10/13/2006
1520	105698	2,874.73	10/13/2006
2343	105938	1,023.20	10/13/2006
2326	105914	1,023.20	10/13/2006
1026	105796	1,954.23	10/13/2006
1949	105592	2,533.16	10/13/2006
2043	105603	2,362.69	10/13/2006
2405	105939	503.13	10/13/2006
2484	20827	359.26	10/13/2006
1061	105529	3,843.31	10/13/2006
2210	20870	3,882.00	10/13/2006
2210	105778	3,882.00	10/13/2006
2210	105778	(3,882.00)	10/13/2006
1244	106019	3,142.23	10/13/2006
2492	20809	1,040.12	10/13/2006
1099	20808	1,614.77	10/3/2006
1099	105699	3,915.75	10/13/2006
1170	105604	5,684.85	10/13/2006
1457	105542	2,413.92	10/13/2006
1027	105797	1,954.23	10/13/2006
1100	105700	1,954.23	10/13/2006
2329	105940	818.56	10/13/2006
2384	105915	818.56	10/13/2006
1078	105664	2,750.38	10/13/2006
1727	105701	1,979.37	10/13/2006

1243	106020	2,860.23	10/13/2006
1187	106021	5,977.21	10/13/2006
2382	105941	613.92	10/13/2006
1101	105702	2,545.76	10/13/2006
1966	105798	2,106.40	10/13/2006
2157	105799	1,437.73	10/13/2006
1849	105622	3,757.00	10/13/2006
1212	20864	2,940.08	10/13/2006
2092	105623	2,575.92	10/13/2006
1699	105942	908.09	10/13/2006
1497	105703	2,466.54	10/13/2006
1739	106023	2,405.62	10/13/2006
2475	20839	634.31	10/13/2006
2079	105886	156.80	10/13/2006
2429	105887	129.92	10/13/2006
1261	20848	818.56	10/13/2006
1721	106024	4,118.96	10/13/2006
1174	106025	3,359.62	10/13/2006
1697	105576	3,070.69	10/13/2006
2192	105704	1,562.85	10/13/2006
1451	105543	2,216.38	10/13/2006
2416	105943	22.28	10/13/2006
2415	105944	78.75	10/13/2006
1103	105705	2,263.92	10/13/2006
1973	105544	3,003.31	10/13/2006
1644	105624	2,811.31	10/13/2006
1104	105665	2,179.64	10/13/2006
1833	106026	2,650.22	10/13/2006
2050	105625	1,836.54	10/13/2006
1748	105545	2,510.36	10/13/2006
2377	105800	1,562.85	10/13/2006
1426	105945	818.56	10/13/2006
1225	105577	3,195.71	10/13/2006
2217	20816	2,413.92	10/13/2006
2411	20849	105.00	10/13/2006
1068	105779	3,683.00	10/13/2006
1227	20865	3,673.00	10/13/2006
2448	105853	3,264.46	10/13/2006
1989	106028	2,117.15	10/13/2006
2476	105780	2,702.88	10/13/2006
2034	105946	908.09	10/13/2006
1030	105801	2,312.85	10/13/2006
1963	105706	2,574.22	10/13/2006
1079	105666	3,943.40	10/13/2006
1898	105707	1,836.54	10/13/2006
1576	105578	2,973.49	10/13/2006
1620	105947	912.78	10/13/2006
1523	106029	2,860.23	10/13/2006
1437	105916	869.72	10/13/2006
1032	105802	2,080.23	10/13/2006
1105	105708	3,350.01	10/13/2006
2188	105888	35.84	10/13/2006
2254	105626	2,362.69	10/13/2006
2082	105546	1,727.15	10/13/2006
1962	105864	2,312.85	10/13/2006
1353	105605	1,364.02	10/13/2006

1033	105803	2,080.23	10/13/2006
1266	105709	2,212.77	10/13/2006
2204	105865	1,710.17	10/13/2006
2323	105627	2,575.92	10/13/2006
1392	105866	4,406.85	10/13/2006
2205	105804	2,575.92	10/13/2006
1267	105805	1,762.69	10/13/2006
1678	105948	118.80	10/13/2006
1850	105628	3,356.85	10/13/2006
1767	105547	2,080.23	10/13/2006
1447	105606	2,690.85	10/13/2006
1108	105710	3,139.46	10/13/2006
2214	105889	2,867.20	10/13/2006
2488	20828	409.28	10/13/2006
2126	105949	831.35	10/13/2006
2231	106013	718.93	10/13/2006
2231	106014	671.79	10/13/2006
2360	105806	1,562.85	10/13/2006
1109	105711	2,169.77	10/13/2006
1268	105950	795.21	10/13/2006
1172	105607	4,240.68	10/13/2006
1110	105712	2,169.77	10/13/2006
2262	105917	818.56	10/13/2006
1111	105713	2,466.54	10/13/2006
1919	105781	3,798.00	10/13/2006
1080	105667	3,757.00	10/13/2006
1750	105714	3,303.56	10/13/2006
2228	105715	1,836.54	10/13/2006
2053	106030	2,117.15	10/13/2006
1112	105716	2,466.54	10/13/2006
1070	20813	2,811.31	10/13/2006
2373	105854	1,871.57	10/13/2006
2103	105931	1,186.94	10/13/2006
2282	105890	537.60	10/13/2006
2440	105782	2,849.20	10/13/2006
2413	105951	51.98	10/13/2006
2115	105783	2,690.85	10/13/2006
2327	105918	716.24	10/13/2006
1656	105717	1,705.47	10/13/2006
2364	105629	2,037.31	10/13/2006
2472	20829	1,612.78	10/13/2006
1271	20850	409.28	10/13/2006
2337	105579	2,891.48	10/13/2006
2319	105891	31.36	10/13/2006
2279	105784	2,539.61	10/13/2006
1978	105807	1,799.15	10/13/2006
2139	105548	2,037.31	10/13/2006
1199	106031	3,005.62	10/13/2006
1715	105549	2,124.54	10/13/2006
1165	105668	3,070.69	10/13/2006
2347	105669	2,123.77	10/13/2006
1522	105630	3,282.54	10/13/2006
2105	105631	2,750.38	10/13/2006
1272	105808	2,169.77	10/13/2006
2454	105952	818.56	10/13/2006
2190	105718	1,562.85	10/13/2006

2345	105953	818.56	10/13/2006
2150	105919	818.56	10/13/2006
1037	105867	2,049.17	10/13/2006
2424	105954	946.46	10/13/2006
2444	105632	2,362.69	10/13/2006
2063	20851	109.38	10/13/2006
1453	105550	2,466.54	10/13/2006
2160	105955	183.75	10/13/2006
1249	105719	2,718.95	10/13/2006
2397	105785	2,276.42	10/13/2006
2487	20830	319.75	10/13/2006
1899	20840	206.93	10/13/2006
2355	105633	1,562.85	10/13/2006
2372	106032	2,117.15	10/13/2006
2026	105530	1,762.69	10/13/2006
2206	105720	1,995.31	10/13/2006
2236	105906	716.24	10/13/2006
2125	105786	2,587.94	10/13/2006
2259	105670	3,756.35	10/13/2006
1971	105868	1,799.15	10/13/2006
1315	105608	2,626.18	10/13/2006
2369	105671	3,590.85	10/13/2006
2020	105956	767.40	10/13/2006
2312	105920	1,023.20	10/13/2006
2087	105809	1,626.08	10/13/2006
1987	20841	1,209.60	10/13/2006
1190	106033	3,673.00	10/13/2006
1841	20819	1,914.08	10/13/2006
1407	105672	3,463.76	10/13/2006
1448	20852	486.02	10/13/2006
1009	105551	3,757.00	10/13/2006
1117	105721	3,282.54	10/13/2006
1118	105634	2,811.31	10/13/2006
1232	106034	2,860.23	10/13/2006
2163	105722	1,995.31	10/13/2006
2391	105855	2,080.23	10/13/2006
1740	106035	2,208.54	10/13/2006
2099	105810	1,406.35	10/13/2006
1625	105723	2,466.54	10/13/2006
1233	106036	3,005.62	10/13/2006
2248	20823	1,562.85	10/13/2006
2221	105580	2,121.48	10/13/2006
1316	105892	206.93	10/13/2006
1801	105581	1,914.08	10/13/2006
2486	20831	409.28	10/13/2006
2363	105609	2,017.91	10/13/2006
1218	106037	2,797.92	10/13/2006
1319	105893	17.67	10/13/2006
1588	105724	2,154.24	10/13/2006
2305	20842	165.76	10/13/2006
2189	105552	2,070.68	10/13/2006
2109	105957	920.88	10/13/2006
1119	20820	2,239.40	10/13/2006
1038	105811	5,625.92	10/13/2006
1082	105673	2,080.23	10/13/2006
2084	105812	1,692.54	10/13/2006

1706	105856	3,715.85	10/13/2006
1011	105553	2,381.91	10/13/2006
1901	105674	4,634.31	10/13/2006
1698	105725	2,362.69	10/13/2006
1890	105869	1,914.08	10/13/2006
2366	105554	1,594.23	10/13/2006
2452	105635	2,263.92	10/13/2006
1121	105726	2,741.40	10/13/2006
1664	105958	755.84	10/13/2006
2062	105813	1,626.08	10/13/2006
2431	20843	129.92	10/13/2006
1123	105727	2,811.31	10/13/2006
1903	105814	1,594.23	10/13/2006
2278	105675	2,811.31	10/13/2006
2443	105636	1,406.35	10/13/2006
2324	105787	2,169.77	10/13/2006
2181	20862	1,000.42	10/13/2006
2181	20863	345.33	10/13/2006
1865	105728	1,626.08	10/13/2006
2039	105959	831.35	10/13/2006
1597	106038	2,416.84	10/13/2006
2223	105637	2,037.31	10/13/2006
1335	106039	2,860.23	10/13/2006
2297	105960	465.98	10/13/2006
2031	105582	2,780.15	10/13/2006
1749	105788	2,690.85	10/13/2006
2209	105638	1,836.54	10/13/2006
1234	106040	2,869.84	10/13/2006
2386	20853	755.84	10/13/2006
2462	105961	559.56	10/13/2006
2113	105857	3,407.54	10/13/2006
2025	105962	658.45	10/13/2006
1197	106041	3,359.62	10/13/2006
2463	105894	716.24	10/13/2006
1610	105963	533.99	10/13/2006
2350	105610	1,762.69	10/13/2006
1084	105676	2,937.77	10/13/2006
1957	105593	1,954.23	10/13/2006
2108	105964	920.88	10/13/2006
2403	105965	818.56	10/13/2006
1723	105729	1,799.15	10/13/2006
2107	105870	1,562.85	10/13/2006
1125	105730	2,466.54	10/13/2006
1124	105731	2,690.85	10/13/2006
2336	105583	2,575.92	10/13/2006
1277	105966	83.14	10/13/2006
2120	105907	300.00	10/13/2006
1760	105732	2,065.07	10/13/2006
1952	105858	1,762.69	10/13/2006
2401	105967	249.38	10/13/2006
2090	105677	3,673.00	10/13/2006
2093	105815	2,690.85	10/13/2006
2378	105968	818.56	10/13/2006
2069	105816	1,692.54	10/13/2006
1975	105969	249.41	10/13/2006
1547	105639	2,362.69	10/13/2006

2441	105531	1,757.58	10/13/2006
1758	105817	2,937.77	10/13/2006
1866	105818	1,957.75	10/13/2006
2225	105640	2,575.92	10/13/2006
1990	105871	2,810.78	10/13/2006
1040	105819	1,954.23	10/13/2006
1126	105733	2,811.31	10/13/2006
1230	105970	294.17	10/13/2006
1127	105734	3,882.00	10/13/2006
2450	105641	2,466.54	10/13/2006
2340	105735	1,618.97	10/13/2006
2252	106042	2,403.77	10/13/2006
2258	105594	3,139.46	10/13/2006
2328	105895	413.86	10/13/2006
1128	105736	2,937.77	10/13/2006
2019	105555	1,799.15	10/13/2006
1915	105971	450.79	10/13/2006
1012	105556	2,037.31	10/13/2006
1513	105737	1,799.15	10/13/2006
1250	105921	818.56	10/13/2006
1744	105872	2,725.32	10/13/2006
1162	105820	2,466.54	10/13/2006
2250	105972	284.58	10/13/2006
1207	106043	2,940.08	10/13/2006
2286	105922	818.56	10/13/2006
2381	20814	1,562.85	10/13/2006
2316	105557	1,874.85	10/13/2006
2449	105532	2,080.23	10/13/2006
1518	105558	3,757.00	10/13/2006
1544	105559	2,413.92	10/13/2006
1855	105908	300.00	10/13/2006
2098	105533	1,692.54	10/13/2006
1907	105738	2,466.54	10/13/2006
2246	105821	1,799.15	10/13/2006
2298	105896	129.92	10/13/2006
1086	105678	2,575.92	10/13/2006
2264	105822	1,562.85	10/13/2006
1131	105739	2,811.31	10/13/2006
1201	106044	3,359.62	10/13/2006
2392	105973	755.84	10/13/2006
1188	20812	4,406.85	10/13/2006
2118	105740	1,562.85	10/13/2006
1710	105534	1,995.31	10/13/2006
2321	105974	956.92	10/13/2006
2049	105524	1,836.54	10/13/2006
1998	105679	3,024.14	10/13/2006
2314	105975	869.72	10/13/2006
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2233	105585	2,279.20	10/13/2006
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1955	105743	2,058.88	10/13/2006
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1524	106048	2,678.38	10/13/2006
2247	105981	908.09	10/13/2006
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1135	105748	2,466.54	10/13/2006
2470	105612	1,606.19	10/13/2006
2302	105828	1,762.69	10/13/2006
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2388	106006	946.46	10/13/2006
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1414	106069	2,678.38	10/13/2006
1182	106070	3,359.62	10/13/2006
1211	106071	3,359.62	10/13/2006
1343	105693	2,750.38	10/13/2006
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2348	105930	818.56	10/13/2006
2191	105851	1,562.85	10/13/2006
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1159	105776	2,080.23	10/13/2006
1545	105539	2,263.92	10/13/2006
1912	106009	608.13	10/13/2006
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1729	105777	2,080.23	10/13/2006
2203	105852	3,715.85	10/13/2006
1304	106010	306.96	10/13/2006
1503	105695	2,263.92	10/13/2006
2260	105792	2,276.42	10/13/2006
1205	105620	3,210.08	10/13/2006
1379	20868	1,481.17	10/13/2006
1450	106072	1,481.17	10/13/2006
1381	106073	1,481.17	10/13/2006
1382	106074	1,481.17	10/13/2006

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**ADJOURNED REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF VICTORVILLE
AUGUST 8, 2006**

The adjourned regular meeting of the City Council of the City of Victorville was called to order by Mayor Rothschild at 5:30 p.m. in the Board Room of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

ROLL CALL

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

ABSENT: None

Also present were Carolee Bates, City Clerk; Andre de Bortnowsky, Assistant City Attorney; Dave Leef, Division Chief; Jon Gargan, Director of Community Services; Sean McGlade, City Engineer; Adair Patterson, Director of Finance; Mark Taylor, Victorville Police Captain; Doug Robertson, Deputy City Manager/Acting Director of Municipal Utilities; Bill Webb, Director of Development; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; Roger Peterson, Airport Maintenance & Facilities Manager; and Shant Agajarian, Development Impact Fee Consultant.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

WRITTEN COMMUNICATIONS

DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED AMENDMENTS TO DEVELOPMENT IMPACT FEES

Director of Finance Patterson provided Council with a staff report that outlined the process, to date, of configuring a development impact fee adjustment. That report covered the following:

- 2005 DIF Study – history and impact
- 2006 median new price of homes in Victorville
- Cost to deliver municipal service to new homes
- Approximate property tax revenues for City
- Average percent of increase of construction costs – roads
- Chart to compare 2005 to 2006 DIF Fee for the following:

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1. Roadway Projects
2. Parks & Recreation
3. Fire Safety
4. Police Safety
5. Public Buildings

Much discussion ensued as to the timeline for the implementation of the 2005 DIF fee increase and what the fees were. In September 2005 the fee was increased from \$3,947 to \$4,481 and then in January 2006 it was increased to \$7,038 and as of July 2006 it was increased to \$9,995. It was brought to the Council's attention that by phasing in the increase, at the request of the Building Industry Association, the City incurred a \$10 million shortfall.

Director of Finance Patterson said staff recommended that the public hearing be scheduled for the second meeting in September with implementation of the fee to occur on October 1, 2006.

Frank Sherkow, representing the National Association of Industrial and Office Properties, addressed the Council with his concerns on the commercial and industrial office side of the equation. Mr. Sherkow focused on the high cube industrial distribution warehouses. These are automated warehouses and have less traffic impact than regular distribution warehouses; therefore, Mr. Sherkow feels they should pay a lower percentage of the DIF fees than what commercial/industrial is now required to pay. According to the NAIOP study, traffic is 80 percent lower with the high cube industrial distribution warehouses.

More discussion ensued as to how other cities, such as Fontana, Riverside and the City of San Bernardino have or are in the process of preparing their DIF fees accordingly. SANBAG and NAIOP are studying the effects of traffic counts, analyzing air quality standards, comparing the lower desert versus high desert differences and conducting actual live traffic counts versus 35-year-old studies that pertain to the midwest and eastern cities.

Gary Kanter, representing Victorville Family Partnership, which is in the process of building the shopping center near the mall, explained his situation. Mr. Kanter said people in retail development make forward commitments. The process of retail development can begin as early as two years before a project begins. Retail prepares a site plan around their forward commitments; therefore, when DIF fees increase, all the facts and figures have already been determined and committed to when retaining national retail tenants and parcel maps have been prepared. When fees are increased there is no place for them to add that increase due to the fact that leases have already been signed. Mr. Kanter added that he was concerned that Victorville is gaining the reputation of being non-business friendly with all the increases in fees.

Mr. Reuel Herron, a citizen of Victorville for 16 years, addressed the Council regarding the lack of parks and recreation facilities in the area. He said that the City needs to have people make Victorville their destination for quality family living and that includes areas for recreation.

Carlos Rodriguez, Senior Vice President of the Building Industry Association (BIA), gave a power point presentation regarding the BIA's findings from their study. Mr. Rodriguez stated that the BIA is concerned with affordability and their study differs from the nexus study and the methodology used by the City's consultant, Mr. Agajanian. The BIA feels the overall fee should be reduced to \$8,000 and not increased from \$9,595 to \$14,400.

Councilmember Caldwell inquired as to where the BIA would suggest that the City obtain the money for all the infrastructure, parks, fire stations and the money needed to repair the Oro Grande Wash.

Mr. Rodriguez suggested that the City meet with the BIA and consider other revenue streams such as a community wide infrastructure bond measure. He added that the entire infrastructure should not be applied to the developers.

Councilmember Caldwell answered that by law the City cannot ignore the nexus study, but the BIA has done nothing to recommend any revenue opportunities or revenue enhancement programs to help alleviate the situation that the City now faces.

Jeff Simonetti, also representing the BIA, pointed out the four areas that the BIA found inconsistencies in: 1) inconsistencies within the methodology of the fee study; 2) legal concerns; 3) insufficient nexus for some specific line items and some specific projects; and 4) inconsistencies within specific cost factors. The inconsistencies specifically dealt with the park projects identified in the study and their respective costs did not coincide with what the nexus study reported.

Discussion occurred as to the rationalization of golf course usage and who should pay, followed by a myriad of other examples such as public swimming pools, basketball and racquetball courts and other park features. It was then decided that the BIA would provide a copy of their report to Council so that the two studies could be compared.

Chris Lightburne, representing the Development Planning and Financing Group, addressed the Council and reiterated the points that Mr. Simonetti had just covered concerning the park acreage.

Councilmembers Hunter, Almond, Cabriales and Caldwell all expressed their concern with the current economic status of the High Desert and the much needed

infrastructure for future growth versus the need to charge the appropriate impact fee so as not to deter future development of communities and businesses.

It was suggested that the BIA deliver their materials and meet with City staff to review each component that was being challenged and provide Council with their recommendations. Council agreed to meet again on Tuesday, August 22 for an update on the results of that meeting.

Ira Norris, Horizon Communities, reviewed that in 2005 when the City indicated that the DIF fees had to be increased the building industry accepted the new fees without any studies. The market was good, but the developers said they could not handle a \$5,000 fee increase all at one time so it was decided to phase in the increase and then review the fee annually. The fee was implemented in January and then in May the industry was informed that another increase would be necessary. Mr. Norris said it was his understanding that there was not going to be another fee increase for at least another year.

Ms. Patterson noted that the building industry did not expect the costs of construction to increase nearly as much as they did and neither did the City expect that over the past year the costs of the facilities and the cost to build them would increase so significantly. It was agreed that the City would take a look at the fee annually before July so that any new fee could be implemented each fiscal year with the budget.

Mr. McGlade concurred with Ms. Patterson's recollection and added that Council's direction was to review the cost of infrastructure on an annual basis and not let the fee get behind the way it had done before which resulted in creating a heavy burden on everyone.

After much discussion as to what amount of time would be needed for the BIA, legal counsel and staff to work out a compromise it was the consensus to schedule the next workshop on Tuesday, August 22. Comparisons to cities such as Fontana, Ontario and any other cities that fit the criteria would also be used in the final analysis.

ADJOURNMENT

There being no further business to come before the Council, Mayor Rothschild duly adjourned the meeting.

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

**REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF VICTORVILLE
AUGUST 15, 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 Board Room of the Mojave Desert Air Quality Management District, 14306 Park Avenue, Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Pastor Dennison of the 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; Dave Leef, Division Chief; Andre de Bortnowsky, Assistant City Attorney; Jon Gargan, Director of Community Services; Jeff Lewis, Administrative Operations Assistant; Kevin Collins, Plan Check Manager; Jorge Duran, Code Enforcement Supervisor; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Adair Patterson, Director of Finance; Adele Mosher, Assistant 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 Kimberly Cox, Senior Management Analyst II.

PRESENTATION

PRESENTATIONS TO JOE ISKADAR AND REY BANTUG FOR THEIR HEROIC ACTIONS IN RESCUING A WOMAN AND CAPTURING A SERIAL MURDERER

Mayor Rothschild presented a plaque and a proclamation to Mr. Iskadar and to Mr. Bantug in recognition of their heroism in coming to the aid of a woman being carjacked and then capturing the attacker who turned out to be a serial murderer.

Each of the Councilmembers thanked the men for their unselfish act of heroism in helping a fellow citizen.

PRESENTATION TO DESERT VALLEY HOSPITAL

Mayor Rothschild presented a proclamation to a representative from Desert Valley Hospital in recognition of their donation of equipment to the Victorville Fire Department that will help firefighters see through the smoke in a fire situation.

Consent
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PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

Nancy Jackson, 12353 Hesperia Road, Southern California Edison, addressed the Council and provided a brief explanation as to why the electricity rates were increased in the High Desert and when the next rate increase should be expected. Ms. Jackson added that citizens are encouraged to call Edison to find out about programs that are available for assistance in payments or to have their homes inspected for home energy evaluations.

Dorothy Miller, Golden Triangle Ad Hoc Committee, addressed the Council regarding the restoration of Old Town; property owned by Councilmembers and Planning Commissioners; crime in Old Town; money expended on the golf course and clubhouse and animal control filling in coyote dens at a former Councilmember's home.

David Veloz, 15511 Venice Lane, addressed the Council regarding crime in his neighborhood. Mr. Veloz has been a member of a Neighborhood Watch program for 21 years while living in Long Beach and Ontario and now in Victorville. Mr. Veloz displayed a chart that pointed out all of his neighbors that had been victims of crime and presented a petition signed by his neighbors requesting more police presence in their neighborhood.

PUBLIC HEARINGS

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-135

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-135.

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

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriaes, to adopt Resolution No. 06-135 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, MAKING DETERMINATION AND CONFIRMING ASSESSMENTS AND PROCEEDINGS FOR UNPAID RUBBISH COLLECTION, SEWER USE FEES, STORM DRAIN FEES, HAZARDOUS WASTE FEES AND ASSEMBLY BILL 939 RECYCLING FEES

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-124 AND 06-125

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution Nos. 06-124 and 06-125.

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. 06-124 entitled:

A. RESOLUTION NO. 06-124:

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 Almond to adopt Resolution No. 06-125 entitled:

B. RESOLUTION NO. 06-125:

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 17089 AND 17599

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-141, THE INTRODUCTION OF ORDINANCE NO. 2170 AND THE ADOPTION OF NEGATIVE DECLARATION

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 06-141, the introduction of Ordinance No. 2172 and the adoption of Negative Declaration.

Tom Evans, with AEI Cast Consulting, addressed the Council on behalf of the applicant.

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

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to adopt Resolution No. 06-141 entitled:

A. RESOLUTION NO. 06-141:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE FOR APPROVING TENTATIVE TRACT TT-06-013, TO ALLOW FOR THE DEVELOPMENT OF A 286-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION IN CONJUNCTION

CITY COUNCIL MINUTES

AUGUST 15, 2006

Page 4 of 9

WITH PLANNED UNIT DEVELOPMENT PUD-06-001 ON PROPERTY LOCATED NORTH OF SENECA ROAD, SOUTH OF HOOK BOULEVARD, EAST OF TOPAZ ROAD AND WEST OF DIAMOND ROAD – BRENTWOOD INVESTORS, LP AND TAGGART INVESTMENTS, INC.

Motion carried unanimously.

City Clerk Bates read the title of Ordinance No. 2172 as follows:

B. ORDINANCE NO. 2172:

AN ORDINANCE OF THE CITY OF VICTORVILLE ADOPTING A PLANNED UNIT DEVELOPMENT PUD-06-001 TO ALLOW FOR THE DEVELOPMENT OF A 286-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT AND A TENTATIVE TRACT TO ALLOW FOR THE DEVELOPMENT OF A 286-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION ON PROPERTY LOCATED NORTH OF SENECA ROAD, SOUTH OF HOOK BOULEVARD, EAST OF TOPAZ ROAD AND WEST OF DIAMOND ROAD, - BRENTWOOD INVESTORS, LP AND TAAGGART INVESTMENTS, INC.

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to waive further reading of Ordinance No. 2172; motion carried unanimously.

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to introduce Ordinance No. 2172 and adopt the Negative Declaration; motion carried unanimously.

PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2171 AND THE ADOPTION OF A MITIGATED NEGATIVE DECLARATION

Mayor Rothschild opened the public hearing and asked if anyone wished to speak for or against the introduction of Ordinance No. 2171 and the adoption of a Mitigated Negative Declaration.

There being no public testimony, Mayor Rothschild duly closed the public hearing and City Clerk Bates read the title of Ordinance No. 2171 as follows:

A. ORDINANCE NO. 2171 ENTITLED:

AN ORDINANCE OF THE CITY OF VICTORVILLE GRANTING A SIXTEENTH AMENDMENT TO SPECIFIC PLAN 2-88 (MESA VERDE) TO: A) REVISE THE CIRCULATION ELEMENT; AND B) TO REVISE THE LAND USE OVERLAY DESIGNATION IN PLANNING AREA 22 FROM MULTI-FAMILY RESIDENTIAL (HIGH DENSITY) AND SINGLE-FAMILY RESIDENTIAL (MEDIUM DENSITY) TO SINGLE-FAMILY RESIDENTIAL (MEDIUM DENSITY) – OVERLAND OPPORTUNITY FUND, LLC

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to waive further reading of Ordinance No. 2171; motion carried unanimously.

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to introduce Ordinance No. 2171 and adopt the Mitigated Negative Declaration; 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. 3 IN THE AMOUNT OF \$5,375,261.78 COVERING WARRANT NOS. 576519, 276974, AND 576879 THROUGH 577329 INCLUSIVE**
 - B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 1A FOR PAYROLL PERIOD JUNE 17, 2006 THROUGH JUNE 30, 2006, IN THE AMOUNT OF \$1,195,335.17 COVERING WARRANT NOS. 20181 THROUGH 20241 AND ADVICE NOS. 101702 THROUGH 102243 INCLUSIVE**
 - C. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 1B FOR PAYROLL PERIOD JULY 1, 2006 THROUGH JULY 14, 2006 IN THE AMOUNT OF \$1,505,150.63 COVERING WARRANT NOS. 20242 THROUGH 20491 AND ADVICE NOS. 102244 THROUGH 102772 INCLUSIVE**
 - D. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 2A FOR PAYROLL PERIOD JULY 15, 2006 THROUGH JULY 28, 2006 IN THE AMOUNT OF \$1,325,052.38 COVERING WARRANT NOS. 20492 THROUGH 20570 AND ADVICE NOS. 102773 THROUGH 103316 INCLUSIVE AND VOID/ADJUSTMENT OF ADVICE NOS. 98895 AND 102451**
 - E. PRESENTATION OF REQUEST TO ACCEPT THE FOLLOWING DEPARTMENT STAFF REPORTS:**
 - 1. COMMUNITY SERVICES DEPARTMENT – MAY 2006**
 - 2. COMMUNITY SERVICES DEPARTMENT – JUNE 2006**
 - 3. DEVELOPMENT DEPARTMENT – JUNE 2006**
 - 4. INFORMATION SERVICES DEPARTMENT – 1ST QUARTER 2006**
 - 5. INFORMATION SERVICES DEPARTMENT – 2ND QUARTER 2006**
 - 6. VICTORVILLE POLICE DEPARTMENT – JUNE 2006**
 - F. PRESENTATION OF SECOND READING AND ADOPTION BY CITY COUNCIL FOR ORDINANCE NO. 2170 ENTITLED:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTION 2.20.200(A) OF THE VICTORVILLE MUNICIPAL CODE RELATING TO PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS
-

- G. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO AMERIPRIDE UNIFORM SERVICES FOR THE UNIFORMS, TOWELS AND FLOOR MATS SERVICES IN AN AMOUNT NOT TO EXCEED \$45,000.00
- H. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO FISHER SAFETY FOR THE PIGGYBACK PURCHASE OF THIRTY-ONE (31) SETS OF TURNOUTS IN THE AMOUNT OF \$44,631.41
- I. PRESENTATION OF REQUEST TO AWARD A ONE-YEAR CONTRACT EXTENSION ON THE ANNUAL SUPPLY AGREEMENT TO AMERICAN ROTARY BROOM IN AN AMOUNT NOT TO EXCEED \$27,000.00
- J. PRESENTATION OF REQUEST TO APPROVE APPROPRIATIONS FROM THE EQUIPMENT RESERVE FUNDS AND AWARD A PIGGYBACK PURCHASE TO SUNLAND FORD IN THE AMOUNT OF \$31,446.97
- K. PRESENTATION OF REQUEST TO APPROVE THE FULL RELEASE OF BOTH PERFORMANCE AND LABOR AND MATERIAL BONDS FOR TRACT 16244-1 – PORTRAIT HOMES
- L. PRESENTATION OF REQUEST TO ACCEPT THE NOTICE OF COMPLETION FOR THE SCLA TENANT IMPROVEMENTS TO HANGAR 676
- M. PRESENTATION OF REQUEST TO ACCEPT THE NOTICE OF COMPLETION FOR THE REPAVING OF THE EVA DEL PARK PARKING LOT
- N. PRESENTATION OF REQUEST TO ACCEPT THE NOTICE OF COMPLETION FOR THE CARPET AND FLOORING PROJECT AT THE WESTWINDS GOLF COURSE
- O. PRESENTATION OF REQUEST TO ACCEPT THE NOTICE OF COMPLETION FOR THE INSTALLATION OF PLAYGROUND EQUIPMENT AT THE OLD VICTOR SCHOOL

Motion carried unanimously.

WRITTEN COMMUNICATIONS

PRESENTATION OF REQUEST TO RE-AWARD A CONTRACT TO F.E.C. ELECTRIC FOR FURNISHING, DELIVERING AND INSTALLING THE DORIS DAVIES PARK PARKING & SECURITY LIGHTING IN THE AMOUNT OF \$93,213.00 AND APPROVE ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$82,828.00 FROM THE RECREATION DISTRICT FUNDS (20200) AND \$10,385.00 FROM THE RECREATION DIF FUND (60500)

It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to re-award a contract to F.E.C. Electric for Doris Davies Park; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD THE CITY'S ANNUAL ASPHALT PREVENTATIVE MAINTENANCE CONTRACT TO VALLEY SLURRY SEAL CO. IN THE

AMOUNT OF \$3,364,197.69 AND APPROVE ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$2,868,827.34 WHICH INCLUDES A FIFTEEN (15) PERCENT CONTINGENCY

It was moved by Councilmember Hunter, seconded by Mayor Pro Tem Cabriales, to award the City's annual asphalt preventative maintenance contract to Valley Slurry Seal Co.; motion carried unanimously.

PRESENTATION OF REQUEST FOR COUNCIL TO APPROVE THE DEVELOPMENT IMPACT FEE CREDIT AGREEMENTS WITH LB/L SUNCAL II, VICTOR VALLEY, LLC IN THE AMOUNT OF \$2,172,063.00 FOR TRACTS 16968 (PENDING FUTURE ASSIGNMENTS TO TRACTS 17130 THROUGH 17135) AND TRACT 17083

It was moved by Councilmember Hunter, seconded by Councilmember Almond, to approve the DIF credit agreements with LB/L Suncal II, Victor Valley, LLC; motion carried unanimously.

PRESENTATION OF REQUEST FOR COUNCIL, ACTING AS THE BOARD OF DIRECTORS FOR THE VICTORVILLE SANITARY DISTRICT, APPROVE THE SEWER FEE CREDIT AGREEMENTS WITH LB/L SUNCAL II, VICTOR VALLEY, LLC IN THE AMOUNT OF \$167,250.00 FOR TRACTS 16968 (PENDING FUTURE ASSIGNMENTS TO TRACTS 17130 THROUGH 17135) AND TRACT 17083

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Cabriales, to approve the sewer fee credit agreements with LB/L Suncal II, Victor Valley, LLC; motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-131

It was moved by Councilmember Hunter, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-131 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE OBJECTING TO THE SALE OF CERTAIN TAX DEEDED PROPERTY WITHIN THE CITY OF VICTORVILLE

Motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-142

It was moved by Councilmember Caldwell, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-142 entitled:

A RESOLUTION OF THE VICTORVILLE CITY COUNCIL, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SUPPORTING THE CONCEPT AND EFFORTS OF THE VICTORVILLE POLICE DEPARTMENT NEEDED TO CONDUCT A DRIVING UNDER THE INFLUENCE (DUI) TRAFFIC SAFETY PROJECT

Motion carried unanimously.

PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-143

It was moved by Councilmember Caldwell, seconded by Mayor Pro Tem Cabriales, to adopt Resolution No. 06-143 entitled:

A RESOLUTION OF THE VICTORVILLE CITY COUNCIL, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SUPPORTING THE CONCEPT AND EFFORTS OF THE VICTORVILLE POLICE DEPARTMENT NEEDED TO CONDUCT A DRIVING UNDER THE INFLUENCE (DUI) TRAFFIC SAFETY PROJECT

Motion carried unanimously.

PRESENTATION OF REQUEST TO APPROVE ADDITIONAL APPROPRIATION FOR THE PURCHASE OF TWO (2) CNG TRAINING VIDEO MODULES IN THE AMOUNT OF \$19,600.00

It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to approve an additional appropriation for the purchase of two (2) CNG training video modules; motion carried unanimously.

PRESENTATION OF REQUEST TO AWARD A CONTRACT TO DEO ENTERPRISE FOR A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$250,000.00

It was moved by Councilmember Almond, seconded by Councilmember Hunter, to award a contract to DEO Enterprise; motion carried unanimously.

PRESENTATION TO COUNCIL OF PLAN FOR SERVICES FOR THE DISSOLUTION OF SANITARY, FIRE PROTECTION, AND RECREATION AND PARK SUBSIDIARY DISTRICTS

It was moved by Mayor Pro Tem Cabriales, seconded by Councilmember Almond, to approve the plan for dissolution of the sanitary, fire protection and recreation and park subsidiary districts; motion carried unanimously.

PRESENTATION OF REQUEST TO DENY CLAIM AGAINST THE CITY NO. 06-07- (JASON PRICE) WITH REFERRAL TO STAFF

It was moved by Councilmember Caldwell, seconded by Councilmember Hunter, to deny the claim against the City No. 06-07 (Jason Price) with referral back to staff; motion carried unanimously.

COUNCIL REPORTS

PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

Councilmembers Almond and Caldwell congratulated each other for not having to go through an election since no one else filed papers to run for City Council.

Councilmember Cabriales commented that the DUI checkpoints appear to be a very effective tool, but also noticed many vehicles turning around to avoid it.

URGENCY ITEM

URGENCY ITEM

It was moved by Mayor Rothschild, seconded by Councilmember Hunter, to add an urgency item to the agenda pursuant to Government Code Section 54954.2(b)(2) on the basis that the matter came to the attention of the Council after the posting of the agenda and for which there is a need to take immediate action; motion carried with Councilmembers Almond and Caldwell abstaining.

CITY COUNCIL MINUTES

AUGUST 15, 2006

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PRESENTATION OF CITY CLERK'S CERTIFICATION THAT THERE ARE NOT MORE CANDIDATES THAN OFFICES TO BE ELECTED AT THE NOVEMBER, 7, 2006 GENERAL MUNICIPAL ELECTION

City Clerk Bates presented the certification that there are no more candidates than there are offices to be filled which is required pursuant to the California Elections Code. An appointment to the offices can be made on Tuesday, August 22, 2006 at an adjourned City Council meeting. If the Council does not make the appointments or take any action by August 24, then the election must proceed.

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 and that the meeting would stand adjourned to Tuesday, August 22, 2006 at 5:30 p.m. at the Mojave Desert Air Quality Management District:

CLOSED SESSION AGENDA ITEM PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (A)

CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION
SUBJECT OF CASE: JOHN MARTIN – CASE NO. CV 06-03288

CLOSED SESSION AGENDA ITEM PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (A)

CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION
SUBJECT OF CASE: JOHN DUBASIK (EMPLOYEE)– CASE NO.
VCVVS042478

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

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

DATE: October 27, 2006

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

RECOMMENDATION: FOR COUNCIL'S INFORMATION

FISCAL IMPACT: None

Budget Amount: None

Budget Account No.: None

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

No
 Yes/\$Amount:

Finance Director Review and
Approval *AMP*

DISCUSSION: With passage of Chapter 687, Statutes of 2000 (AB 943, Dutra), cities and counties are required to forward copies of their second and fourth quarter calendar year investment portfolio reports to the California Debt and Investment Advisory Commission (CDIAC). The City of Victorville Investment Policy also requires the Director of Finance to prepare a Quarterly Investment Report, including a management summary that provides an analysis of the status of the current investment portfolio.

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

The second and fourth quarter Investment Report shall be submitted to the California Debt and Investment Advisory Commission within 60 days after the close of the quarter.

AMP/cb
Agenda Item/Investment Policy

Attachment

Consent
#6D-1
11-7-06

INVESTMENTS

These investments comply with the City's adopted investment policy

9/30/2006

Custodian/ Description	Purchase date	Maturity date	Days to maturity	Interest rate	Par Value	Market Value	Book Value
Bank of America, Checking			1	0.00%	6,182,756.75	6,182,756.75	6,182,756.75
Union Bank of California:							
Federal Home Loan Bank	6/30/2003	6/30/2008	630	2.75%	2,000,000.00	1,898,120.00	2,000,000.00
Federal Home Loan Bank	7/30/2003	7/30/2008	660	3.36%	2,000,000.00	1,918,120.00	2,000,000.00
Federal Home Loan Bank	7/30/2003	7/30/2008	660	3.40%	2,000,000.00	1,920,000.00	2,000,000.00
Federal Home Loan Bank	10/21/2003	10/21/2008	741	4.10%	571,428.57	554,822.86	571,428.57
Federal Home Loan Bank	3/19/2004	3/19/2009	889	4.00%	980,000.00	942,946.20	980,000.00
Federal Home Loan Bank	3/23/2004	3/26/2009	896	4.00%	1,000,000.00	963,750.00	1,000,000.00
Federal Home Loan Bank	4/30/2004	4/30/2009	930	4.05%	2,000,000.00	1,927,500.00	2,000,000.00
Federal Home Loan Bank	2/28/2006	8/28/2007	328	5.00%	2,000,000.00	1,988,120.00	2,000,000.00
Federal Home Loan Bank	3/8/2006	3/8/2007	158	5.00%	2,000,000.00	1,991,260.00	2,000,000.00
Federal Home Loan Bank	3/28/2006	2/28/2007	148	5.05%	2,000,000.00	1,992,500.00	2,000,000.00
Federal Home Loan Bank	3/29/2006	12/29/2006	89	5.05%	2,000,000.00	1,994,380.00	2,000,000.00
Federal Home Loan Bank	4/20/2006	10/20/2006	20	5.00%	2,000,000.00	1,996,880.00	2,000,000.00
Local Agency Investment Fund							
City of Victorville			1	4.93%		107,389,309.77	107,389,309.77

TOTAL INVESTMENTS	THIS QUARTER	134,123,495.09
	LAST QUARTER	135,651,794.30
	Increase (Decrease) from Last Quarter	(1,528,299.21)
	AVERAGE INTEREST RATE	4.60%
	WEIGHTED AVERAGE MATURITY	71

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

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



Adair M. Patterson
Director of Finance

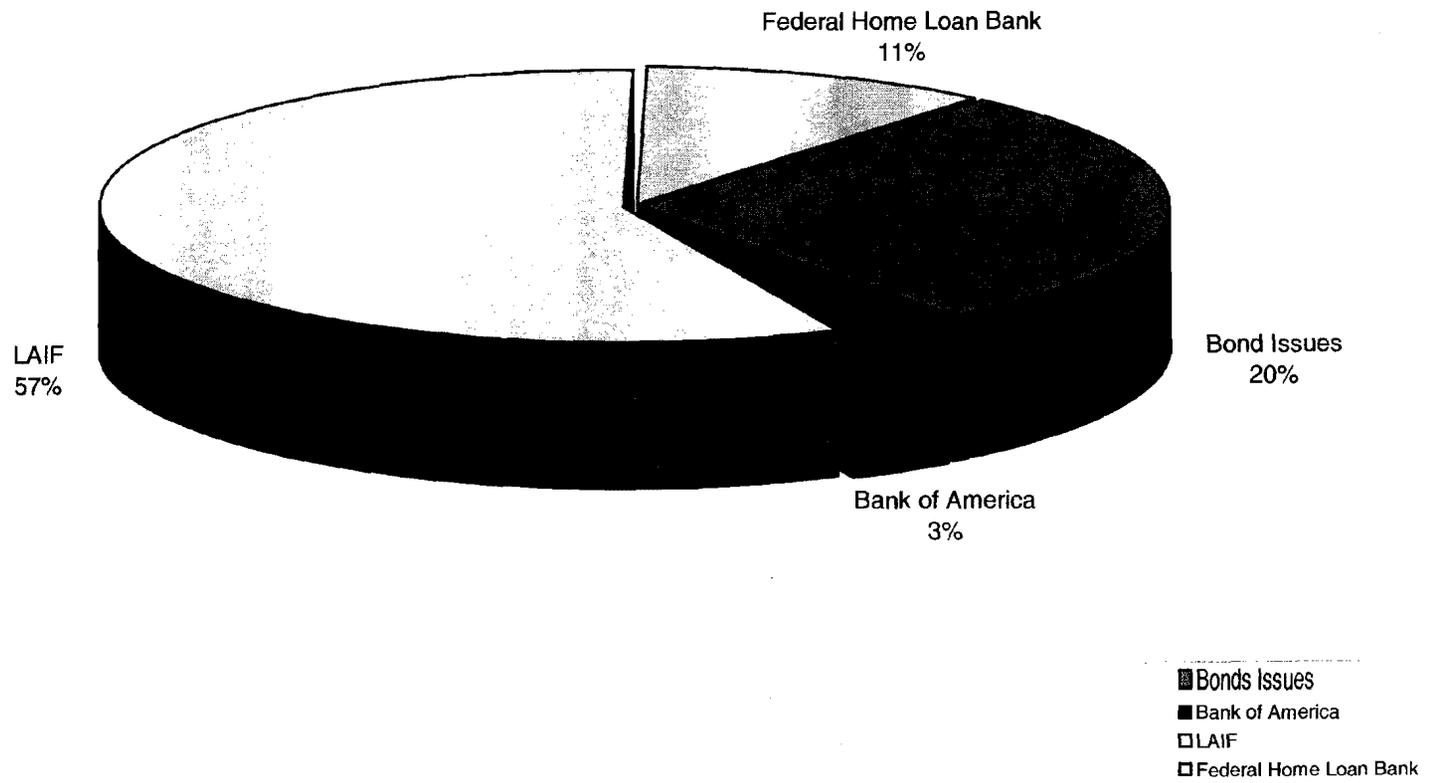
BOND ISSUES**Funds in this category are held by a trustee which are governed by the bond documents**

Custodian/ Description	District	Description	Avg Interest Rate (1)	Market Value
US Bank Corporate Trust/ Money Market	Mojave Desert and Mountain JPA, Refunding Bonds Series 2004	Victor Valley Material Recovery Facility (Reserve, AV and VV Payment accounts)	4.75%	725,645.01
BNY Western Trust Co./ Money Market	CFD 90-1 Series 2005A	CFD (Bond Proceeds, Interest and Reserve accounts)	4.77%	803,637.90
BNY Western Trust Co./ Money Market	CSDA 97 Series EE	Park and Rec, refund certificates of participation (Lease Payment and Reserve accounts)	4.77%	131,547.99
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Series 2001	SCLA Airport Project (Project, Interest, Expense and Reserve accounts)	4.77%	2,513.18
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Series 2003	SCLA Airport Project (Special Fund, Expense and Reserve accounts)	4.77%	22,365.03
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Series 2005A	SCLA Airport Project (Reserve and Expense accounts)	4.77%	2,535,097.35
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Revenue Parity Bonds Series 2006	SCLA Airport Project (Reserve, Bond Proceeds and Expense accounts)	4.77%	3,328,571.25
BNY Western Trust Co./ Money Market	SCLA Tax Allocation Revenue Parity Bonds Refunding Series 2006	SCLA Non-Housing Refunding (Reserve account)	4.77%	4,546,566.17
BNY Western Trust Co./ Money Market	SCLA Housing Set-Aside Revenue Bonds Refunding Series 2006	SCLA Housing Refunding (Reserve Account)	4.77%	1,220,653.39
BNY Western Trust Co./ Money Market	SCLA Revenue Notes Series 2005A	SCLA Airport Project/Developer Loan (Capitalized Interest, Loan and Cost of Issuance accounts)	4.77%	12,488.61

Custodian/ Description	District	Description	Avg Interest Rate (1)	Market Value
BNY Western Trust Co./ Money Market	SCLA Revenue Notes Series 2006A	SCLA Airport Project/Developer Loan (Capitalized Interest, Revenue and Cost of Issuance accounts)	4.77%	516,801.23
BNY Western Trust Co./ Money Market	VVRDA Series 2002A	Bear Valley Rd. Redevelopment Project (Bond Proceeds, Special Escrow, Special Interest, Special Fund, Reserve and Interest accounts)	4.77%	2,323,678.97
BNY Western Trust Co./ Money Market	VVRDA Refunding Series 2003A	Bear Valley Rd. Redevelopment Project (Special Fund, Interest, Principal and Reserve accounts)	4.77%	284,553.22
BNY Western Trust Co./ Money Market	VVRDA Refunding Series 2003B	Bear Valley Rd. Redevelopment Project (Special, Interest, Principal and Reserve accounts)	4.77%	144,991.24
BNY Western Trust Co./ Money Market	VVRDA Series 2006A	Bear Valley (Cost of Issuance, Reserve and Project Fund accounts)	4.77	14,507,522.91
BNY Western Trust Co./ Money Market	CFD 01-01 Series A	Eagle Ranch/2005A (Construction, Bond, Reserve and Administration accounts)	4.77%	3,626,103.16
BNY Western Trust Co./ Money Market	Victorville Joint Powers Series 2005A	VJPFA (Lease Payment, Reserve and Construction accounts)	4.77%	3,299,675.72
BNY Western Trust Co./ Money Market	Victorville Joint Powers Series 2006A	VJPFA (Cost of Issuance, Lease Payment, Reserve and Construction accounts)	4.77%	16,064,932.25
TOTAL CASH WITH FISCAL AGENT		THIS QUARTER		54,097,344.58
		LAST QUARTER		72,859,747.04
		Increase (Decrease) from Last Quarter		(18,762,402.46)

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

City of Victorville Investment Summary
September 30, 2006
\$187,757,810.16 Market Value



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MEMORANDUM



DATE October 12, 2006
FROM **MARK TAYLOR** Chief
Victorville Police Department
TO **JON ROBERTS**, City Manager
City of Victorville

SUBJECT **CITY MANAGER'S REPORT - SEPTEMBER 2006**

CRIMINAL ACTIVITY:

PART I CRIMES

REPORTED

TOTAL: 420

PART II CRIMES

TOTAL: 1055

ARRESTS

Adult Felony:	<u>146</u>	Juvenile Felony:	<u>28</u>
Adult Misdemeanor:	<u>166</u>	Juvenile Misdemeanor:	<u>30</u>

PROACTIVE PATROL:

<u>0%</u>	Percentage of time available for proactive patrol.
<u>10,722</u>	Incidents or calls for service - 2006
<u>8,978</u>	Incidents or calls for service - 2005
<u>19% Increase</u>	Percentage Difference
<u>1,556</u>	Reports Taken - 2006
<u>1,360</u>	Reports Taken - 2005
<u>14% Increase</u>	Percentage Difference

RESPONSE TIMES (Minutes - Dispatch to Arrival)

Emergency: Unavailable
Priority 1: Unavailable
Priority 2: Unavailable
Priority 3: Unavailable
Priority 4: Unavailable

Consent
#6D-2
11-7-06

TRAFFIC DIVISION:

Traffic Collisions Investigated

<u>200</u>	Non Injury
<u>25</u>	Injury
<u>0</u>	Fatal

Citations Issued for the Month

Total: 751

DUI Arrests:	<u>42</u>
Hazardous:	<u>428</u>
Enforcement Index:	<u> </u>

OVERTIME

Hours used for month: 1394.25

CRIME PREVENTION:

Crime Prevention Presentations for the Month

1. Neighborhood Watch:	<u>5</u>
2. Persons Fingerprinted:	<u>104</u>
3. Other Presentations:	<u>6</u>
4. Community Meetings	<u>8</u>

VOLUNTEER FORCES:

Hours Donated

Citizen Patrol:	<u>751</u>
Reserve Officers:	<u>215</u>
Explorer Scouts:	<u>336</u>
TOTAL:	<u>1,298</u>

DETECTIVE DIVISION:

DETECTIVES

<u>55</u>	Cases Assigned
<u>8</u>	Cases Self Assigned
<u>32</u>	Cases Cleared
<u>\$</u>	Property Recovery Values
<u>18</u>	Search Warrants

KEY NOTE INVESTIGATIONS

- Detectives investigated a theft of multiple guns taken by local gang members. Search warrants were served at two different locations. Two gang members were arrested and two of the weapons have been located. Detectives are continuing their investigation to locate six additional weapons.
 - Detectives investigated a theft from an off-duty Pomona police officer. During the theft, weapons and his bullet-proof vest were taken. Detectives identified three gang members who committed the burglary and recovered all of the stolen property.
 - Detective Messersmith worked an armed robbery which occurred two years ago. Detective Messersmith had submitted DNA for evidence, which was recently matched to a suspect. This suspect was located and arrested. The theft had occurred at the Mailbox, Etc., located at Amargosa Road and Hook Boulevard.
 - There was an armed robbery at the Wal-Mart in which deputies chased the three suspects and caught them. During the investigation, detectives were able to clear three additional robberies. The suspects admitted to the crimes and additional evidence was located reference the four robberies.
 - Detectives worked a sweep at the recycling center in which they were able to clear sixteen burglaries. Some of these thefts occurred at the Air Base where copper wire was taken. Additional victim locations were construction sites in Victorville and Hesperia.
 - There were two critical-missing cases last month; both were cleared by arrest. One case involved a child molestation and rape of the victim.
-

GANG SUPPRESSION

Arrests 46 Gang Cards 100

VICTORVILLE POLICE GANG UNIT

- The Victorville Police Gang Unit served 23 search warrants in the city. Items recovered included 11 firearms and large amounts of cocaine, methamphetamine, ecstasy, and marijuana.
- The Victorville Police Gang Unit initiated court injunction proceedings to regulate the local ESV gang in the downtown area. Over 20 ESV gang members have been served with injunction paperwork.

OTHER EVENTS

- September 18th – Burglary Arrests
Deputies responded to a report of suspicious subjects seen near a residence. A neighbor reported seeing a male and female near a house whose owner was not home. When deputies arrived, they found the door open and numerous items stacked up ready to be taken from the residence. The first suspect was found inside the house and attempted to flee. He was caught and found to have jewelry from the victim in his pocket. The second suspect was also found hiding inside the residence. Further investigation revealed the suspects had also tried to enter the house next door.
-



MEMORANDUM

DATE: October 27, 2006

FROM: Rod Sorensen ^{RS}
Acting Director of Public Works

TO: Carolee Bates
City Clerk

SUBJECT: PUBLIC WORKS DEPARTMENT – MONTHLY REPORT SUMMARY

Attached is the monthly report summary of services provided by the Public Works Department as of September 2006, for FY03-04 thru FY 06-07. It is request that this item be included in the City Council Agenda of November 7, 2006, and forwarded to the City Council for their review.

so

Attachment

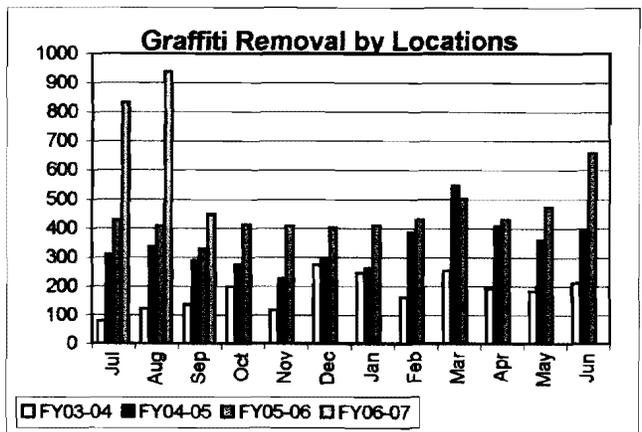
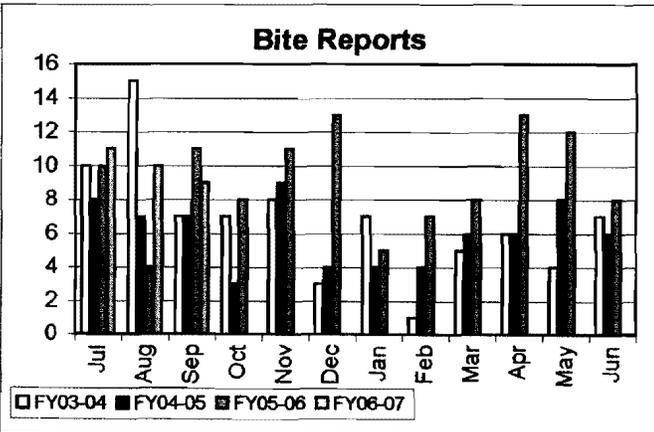
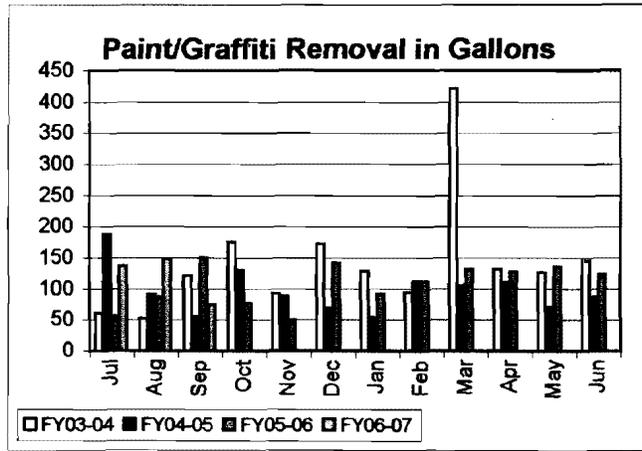
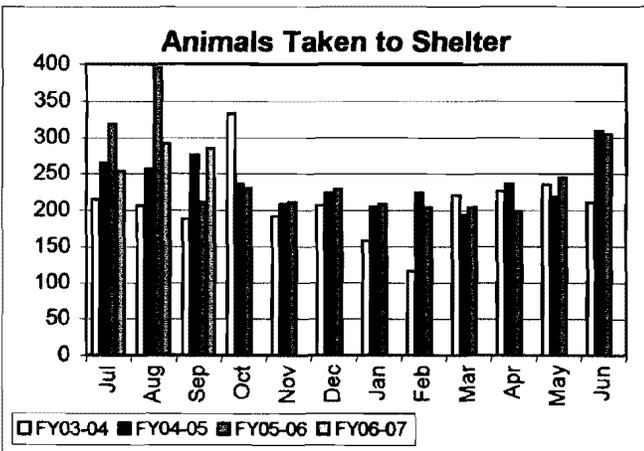
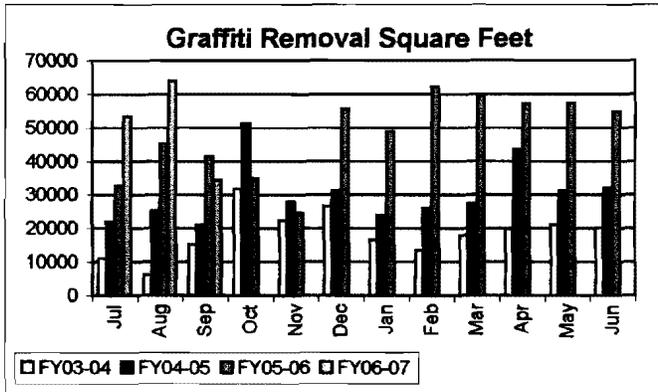
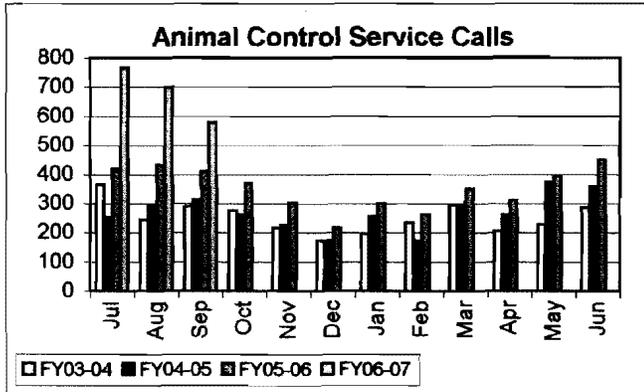
cc: Mike Jenks, Assistant Director of Public Works
Managers

Consent
#6D-3
11-7-06

**Public Works Monthly Report
As of September 2006**

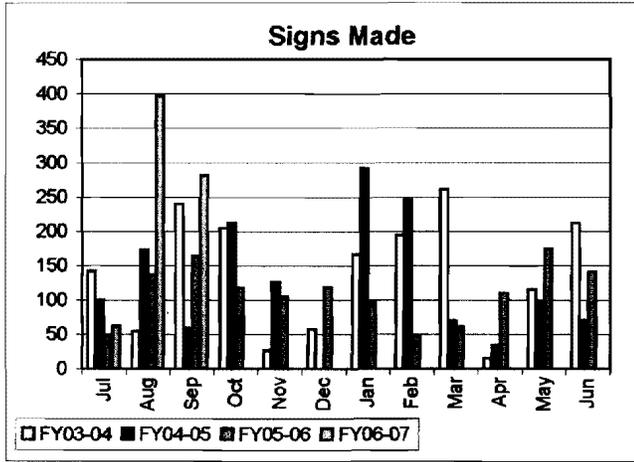
Animal Control:

Graffiti:

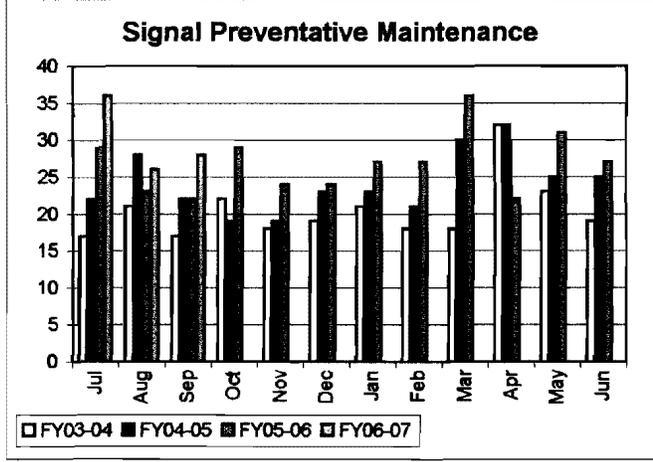


**Public Works Monthly Report
As of September 2006**

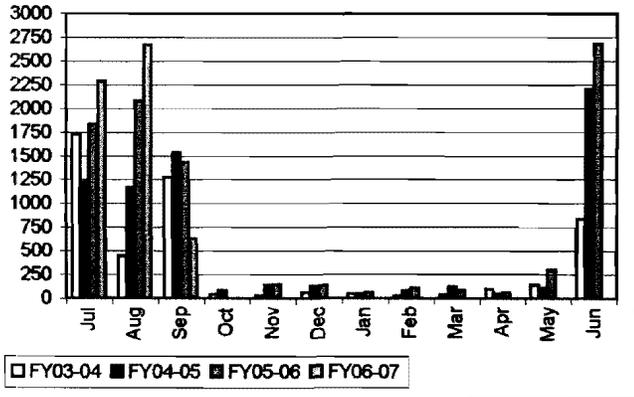
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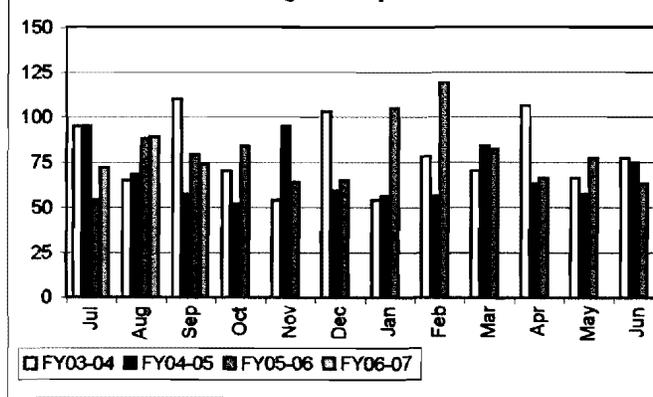
Signals:



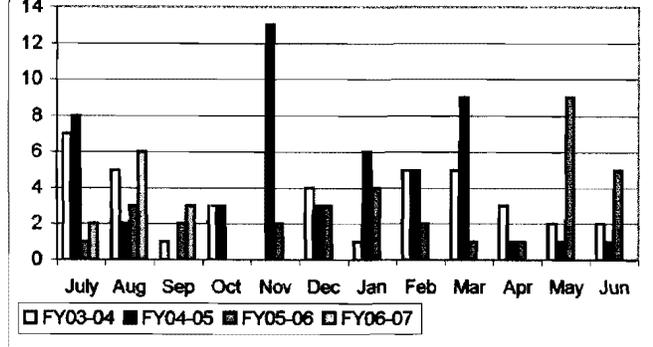
Traffic Paint in Gallons



Signal Repair

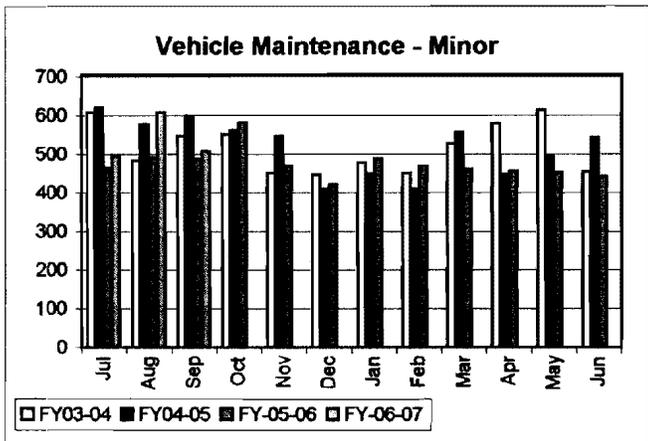


Signal Response - Emergency

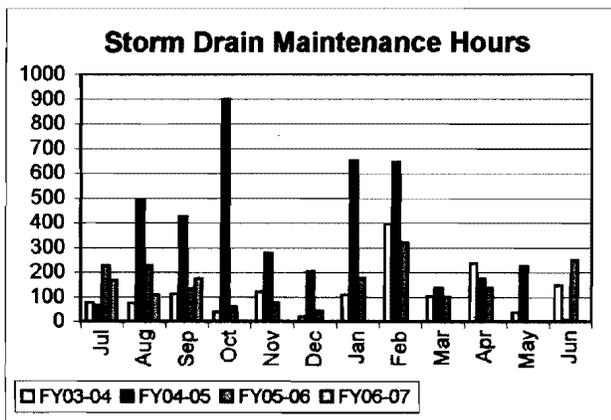
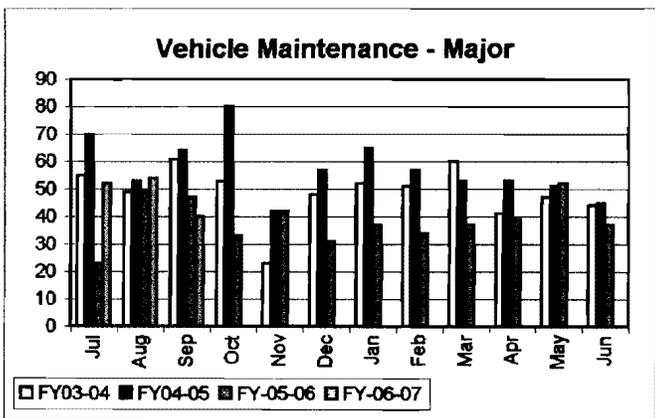
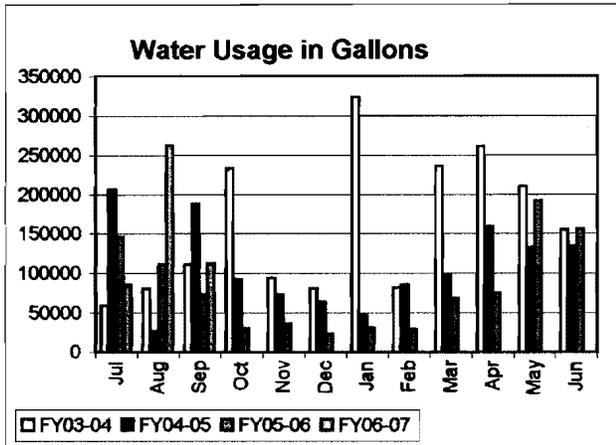


**Public Works Monthly Report
As of September 2006**

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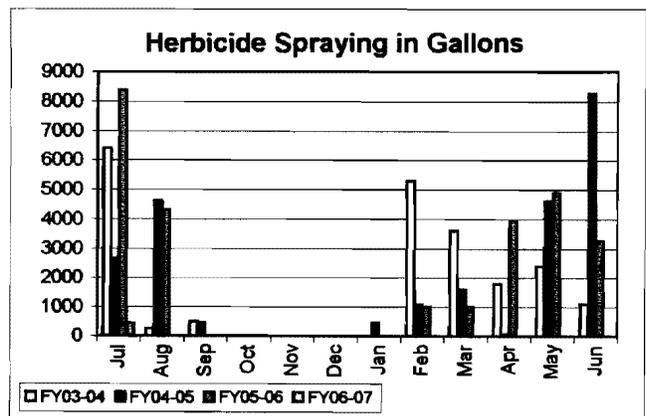
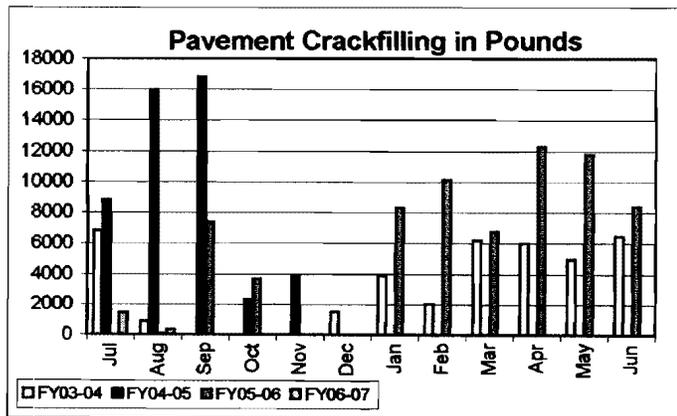
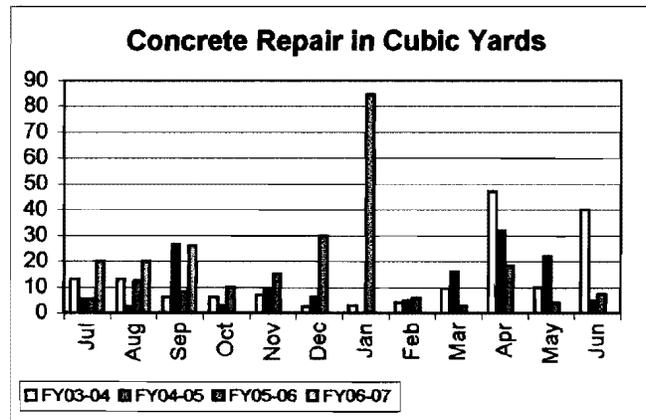
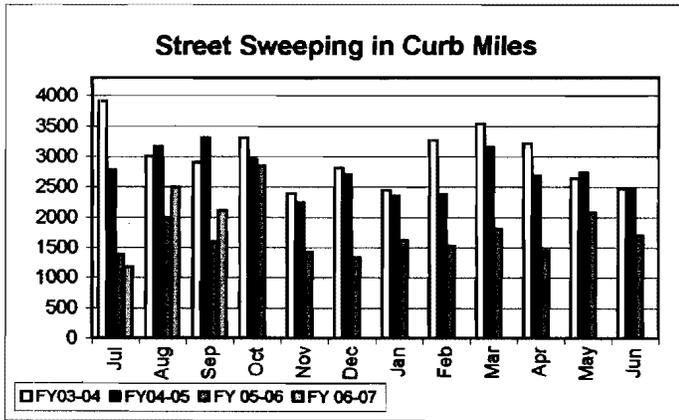
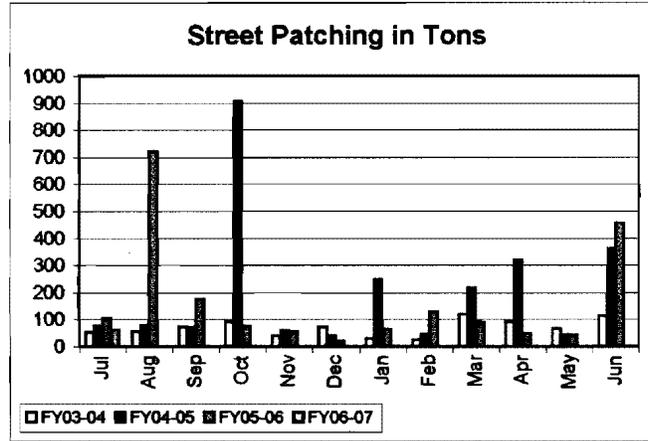
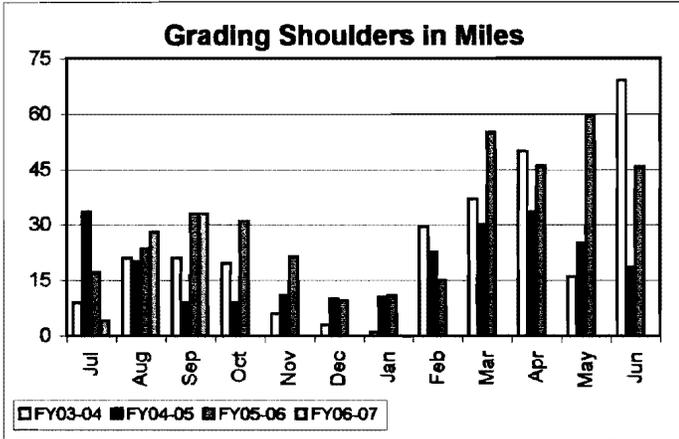


Utility:



**Public Works Monthly Report
As of September 2006**

Street Maintenance:



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AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 10/24/06

SUBJECT: PRESENTATION OF ORDINANCE NOS. 2179 AND 2180 FOR
SECOND READING AND ADOPTION BY THE CITY COUNCIL

RECOMMENDATION: That the City Council waive further reading and
adopt Ordinance Nos. 2179 and 2180

Add Chapter 13.80 to Victorville Municipal Code establishing residency
restrictions for registered sex offenders

Amend Section 2.16.020 of the Victorville Municipal Code entitled "Salaries –
Amount" pertaining to members of council

DISCUSSION: At a regular City Council meeting held October 17, 2006, the
City Council conducted a public hearing and introduced the above-referenced
Ordinances. Accordingly, these Ordinances are presented for second reading
and possible adoption at this time.

CB/dl
Attachments

ORDINANCE NO. 2179

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE,
CALIFORNIA, ADDING CHAPTER 13.80 TO THE VICTORVILLE MUNICIPAL
CODE ESTABLISHING RESIDENCY RESTRICTIONS FOR REGISTERED SEX
OFFENDERS**

WHEREAS, the City Council of the City of Victorville recognizes that Sex Offenders who are subject to the registration requirements of Penal Code Section 290 ("Sex Offenders") and who prey on persons under the age of eighteen (18), present an extreme threat to the public health, safety and welfare; and

WHEREAS, establishing residency restrictions for Sex Offenders will keep Sex Offenders away from persons under the age of eighteen (18), reducing temptation to commit sexual crimes; and

WHEREAS, establishing residency restrictions for Sex Offenders will assist local law enforcement agencies in the monitoring of registered Sex Offenders; and

WHEREAS, California Penal Code Section 3003.5 permits the legislative body of a city to enact ordinances that further restrict the residency of any person for whom registration is required under California Penal Code Section 290; and

WHEREAS, the City Council finds and determines that restricting residency for registered Sex Offenders is critical to preserving the public health, safety and welfare of all residents and visitors of the City.

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

SECTION 1. Title.

Chapter 13.80 titled "**RESIDENCY RESTRICTIONS FOR REGISTERED SEX OFFENDERS**" is hereby added to the Victorville Municipal Code and shall read as follows.

13.80.010 Purpose.

Convicted Sex Offenders pose a clear threat to children and other residents of the City of Victorville. Because convicted Sex Offenders are likely to re-offend, the City Council of the City of Victorville desires to impose safety precautions in furtherance of the goal of protecting children and all residents of the City. The purpose of this Chapter is to serve the community's interest in promoting, protecting, and improving the health, safety, and welfare of its

residents by establishing areas around locations where children generally congregate and where convicted sexual offenders shall be prohibited from establishing temporary or permanent residence. The City of Victorville desires to add protected locations restricting residency of Sex Offenders.

13.80.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

- A. "Child," "children," or "minor" means any person or persons under the age of eighteen (18) years of age.
 - B. "Child care and development program facility" shall have the meaning ascribed by California Education Code Section 8208.
 - C. "Child day care facility" means any facility that provides non-medical care to children in need of personal services, supervision, or assistance essential for sustaining the activities of daily living for the protection of the individual on less than a twenty-four (24) hour basis. Child day care facilities include infant centers, preschools, and employer-sponsored child care centers.
 - D. "Long-term care facility" shall have the same meaning as in California Welfare and Institutions Code Section 9701.
 - E. "Permanent residence" means a place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.
 - F. "Protected locations" means the locations established by the City Council that are primarily dedicated to providing programs for children. Protected locations include, but are not limited to, public or private schools serving students from pre-kindergarten to twelfth (12th) grade, child day care facilities, child care and development program facilities, video arcades utilized by children, parks or recreation facilities operated and/or maintained by a government entity, amusement centers, and homeless shelters.
 - G. "Sex Offender" means an individual who is currently required by law to register with a governmental entity as a Sex Offender under California Penal Code Section 290.
 - H. "Temporary residence" means a place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any twelve-month period and which is not the person's permanent residence, or a place where a person abides, lodges, or resides for a period of four or more consecutive or
-

nonconsecutive days in any thirty (30)-day period and which is not the person's permanent residence.

13.80.030 Prohibitions.

- A. It shall be unlawful for any Sex Offender, to establish a permanent residence or temporary residence within 2000 feet of any of the protected locations as defined in section 13.80.020.
- B. The City, by resolution, shall adopt a list of the protected locations, as well as a map showing the protected locations, and those properties within 2000 feet of the protected locations. The list and map shall be updated on an annual basis, but may be updated more frequently should new protected locations be established or where uses in existing protected locations have changed. A copy of the list and map shall be available to the public. Distance from protected locations shall be measured from the outer boundaries of the properties on which the facilities described in this subsection are situated. Any parcels that are partially included within a protected area, as shown on the map, shall be considered to be wholly included within the protected area.
- C. For purposes of this Chapter, the distance of two thousand (2000) feet shall be measured in a straight line from the closest property line of the residence of a Sex Offender, to the closest property line of any protected location.

13.80.040 Exceptions.

Notwithstanding the foregoing, a Sex Offender residing within two thousand (2000) feet of any protected location does not violate this Section if any of the following apply:

- A. Such person established the temporary residence or permanent residence and was registered in accordance with California Penal Code Section 290 prior to the effective date of the ordinance codified in this chapter;
 - B. The protected location was established after such person established the temporary residence or permanent residence and registered in accordance with California Penal Code Section 290;
 - C. Such person is required to live in the residence as a condition of parole or probation; or
-

- D. Such person is in a long-term care facility that is located within two thousand (2000) feet of a protected location.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

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

[END OF THIS PAGE]

SECTION 4. Certification.

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



ORDINANCE NO. 2180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTION 2.16.020 OF THE VICTORVILLE MUNICIPAL CODE PERTAINING TO THE COMPENSATION OF MEMBERS OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AND ENTITLED "SALARIES – AMOUNT"

WHEREAS, pursuant to California Government Code Section 36516, the City of Victorville (the "City") enacted Section 2.16.030 of the Victorville Municipal Code, which provides that the salary payable to each member of the City Council of the City of Victorville ("City Council") may from time to time be increased by ordinance or by an amendment to an ordinance of the City Council; and

WHEREAS, pursuant to Section 2.16.030 of the Victorville Municipal Code, any increase in salary cannot exceed an amount equal to five percent (5%) for each calendar year from the operative date of the last adjustment of the salary; and

WHEREAS, Section 36516.5 of the California Government Code prohibits an adjustment in salary during a city council member's term of office, but permits such adjustment in salary of all city council members serving staggered terms to take effect when at least one city council member commences a new term; and

WHEREAS, the City Council members serve staggered terms and at least one member shall commence a new term in November 2006; and

WHEREAS, the operative date of the last adjustment in salary was in November 2004, after certain City Council members commenced a new term, and the adjustment was an increase to an amount equaling eight hundred fifty-five dollars and seventeen cents (\$855.17); and

WHEREAS, the City Council deems it desirable to increase by an amendment to an ordinance the amount of salary given to members of the City Council by an amount equal to five percent (5%), compounded, for each year of the two (2)-year period from November 2004, the date of the last adjustment of the City Council members' salary, to November 2006.

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

Section 1. Recitals

The recitals set forth hereinabove are true and correct in all respects.

Section 2. Amendment of Section 2.16.020, entitled “Salaries— Amount”

Section 2.16.020 of the Victorville Municipal Code entitled, “Salaries – Amount” is hereby amended to read as follows:

2.16.020 Salaries – Amount

Each member of the City Council shall receive as salary the sum of nine hundred forty dollars and sixty nine cents (\$940.69) per month, which shall be payable at the same time and in the same manner as salaries are paid to other officers and employees of the City.

Section 3. Repeal of Conflicting Provisions

All the provisions of the Victorville Municipal Code as heretofore adopted by the City of Victorville that are in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Severability

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 5. Effective Date

This ordinance shall take effect thirty (30) days after its second reading by the City Council.



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: MARK TAYLOR, Captain
Police Department

DATE: October 19, 2006

SUBJECT: **2006 SLESF(SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND)
ALLOCATION - FUND 44100**

RECOMMENDATION: That the Honorable City Council ratify the expenditure plan for the SLESF allocation for 2006/20067 and authorize the City Manager or his designee to process all documents required for the program administration.

FISCAL IMPACT: None.

Budget Amount: None

Budget Account No.: None

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

No
 Yes/\$Amount:

Finance Director Review and
Approval _____

DISCUSSION: This allocation of money will provide \$185,187.00 for support of our law enforcement services in the City of Victorville. The expenditure plan will be \$75,000.00 – Equipment, \$105,187.00 – Personnel expenses, including special enforcement programs, and \$5,000.00 – Specialized Training.

MT/pw

Consent
#6F
11-7-06

SLESF 2006/07 EXPENDITURE PLAN

Small Tools and Equipment \$ 75,000.00

Overtime \$105,187.00

*Funding overtime to presently employed deputies and necessary support personnel for the purpose of increasing the number of hours worked by such personnel.

*Funding special enforcement programs

Training and Education \$ 5,000.00

Total \$185,187.00



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Jon E. Gargan  DATE: October 17, 2006
Director of Community Services

SUBJECT: REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE BOND AND 50% RELEASE OF THE LABOR AND MATERIALS BOND FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 14183.

TRACT NUMBER	BOND NUMBER	FAITHFUL PERFORMANCE	LABOR AND MATERIALS
14183	CDS60554	\$147,909.96	\$147,909.96

Developer: Frontier Homes
Attn: Mike Valtier
9331 Mariposa Rd.
Hesperia, CA 92345

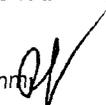
RECOMMENDATION: That the City Council approve the 80% release of the Faithful Performance Bond in the amount of \$118,327.97 and 50% of the Labor and Materials Bond in the amount of \$73,954.98 as the developer inadvertently duplicated the same amount for both bonds.

FISCAL IMPACT: None

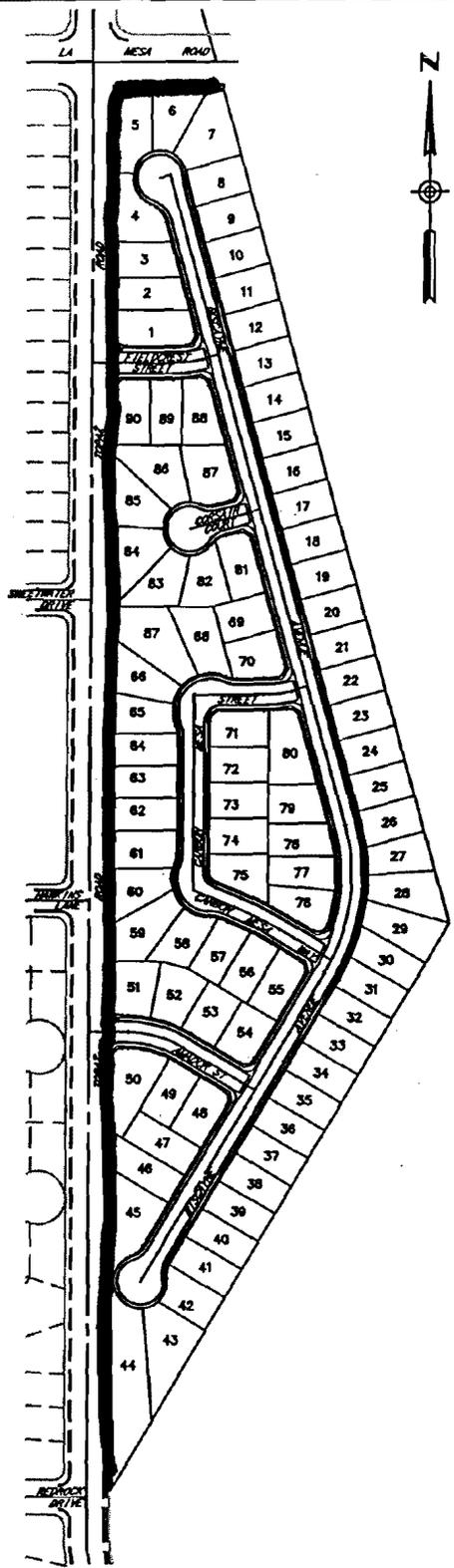
Budget Amount: _____ Budget
Account No. _____

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

DISCUSSION: The developer, Frontier Homes, has completed the required landscaping improvements on Topaz Road between Redrock Drive and La Mesa Road for Tract 14183. Therefore, it is recommended that 80% of the Faithful Performance Bond and 50% of the Labor and Materials Bond be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the Faithful Performance Bond will be held until the one-year warranty period has been fulfilled. A request for the remaining 50% of the Labor and Materials Bond will be submitted for the first City Council meeting in May 2007 at the end of the required six-month waiting period. A vicinity map and copies of the bonds are attached for review.

JEG:RS: 

Attachments: Map
Bonds



VVCE, Inc.
 14297 Cajon St., Suite 101
 Victorville, CA., 92392-2335
 (760) 241-0595

**TRACT 14183
 TRACT LAYOUT**

FRONTIER HOMES

**EXHIBIT
 D**

BOND NO. CDS60554
INITIAL PREMIUM \$2,219.00--
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Hyatt Pointe, LLC a California limited liability company, as
Principal, and WESTERN INSURANCE COMPANY, a corporation organized and doing
business under and by virtue of the laws of the State of NEVADA and duly licensed to conduct a
general surety business in the State of California as Surety, are held and firmly bound unto _____
City of Victorville as Oblige in the sum
of One Hundred Forty Seven Thousand Nine Hundred Nine & 96/100
(\$147,909.96--) 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. 14183 entered
into an agreement or agreements with said Oblige 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 Oblige 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 this 5th day of February, 2004

"PRINCIPAL"

"SURETY"

Hyatt Pointe, LLC

BY: James L. Pointe

WESTERN INSURANCE COMPANY

BY: Janis L. Bowman

Janis L. Bowman, Attorney-in-Fact

State of Nevada

County of Washoe

On February 5th, 2004, Janice L Bowman
personally appeared before me,

x who is personally known to me
_____ whose identity I proved on the basis of _____
_____ whose identity I proved on the oath/affirmation of
_____, a credible witness

to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

Clovia L. Lehto
Notary Public

(Seal)

My commission expires July 10, 2005



WESTERN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint Dick L. Rottman, Bradley A. Pearce, Roger A. Hill, Janice L. Bowman, Clovia L. Lehto R. Scott Rottman, Karen T. Corbin, Amy J. Simpson

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

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of February, 1994.



WESTERN INSURANCE COMPANY

(Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF NEVADA)

SS:

RENO)

On this 5TH day of FEBRUARY, 1994, before me personally came DICK L. ROTTMAN, President of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, Secretary of said Company, with both of whom I am personally acquainted and being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the President and the Secretary of the said WESTERN INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as President and Secretary, respectively, of the Company.

My Commission expires the 16TH day in OCTOBER, 1995



WARNING: THIS POWER OF ATTORNEY IS VOID WITHOUT THE RED BORDER

NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on February 4, 1994:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

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

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

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

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 5th day of February, 2004

[Signature] Secretary



BOND NO: CDS60554

PREMIUM INCLUDED
IN PERFORMANCE BOND.

**SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we Hyatt Pointe, LLC a California limited liability company, as Principal, and WESTERN INSURANCE COMPANY a corporation organized and doing business under and by virtue of the laws of the State of _____ 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 Forty Seven Thousand Nine Hundred Nine & 96/100 (\$ 147,909.96--) 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. 14183, as required be the Government Code of California.

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

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

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Henderson this 5th day of February 2003

"PRINCIPAL"

"SURETY"

Hyatt Pointe, LLC

BY- [Signature]

WESTERN INSURANCE COMPANY

BY: [Signature]

Jarvis L. Bowman, Attorney-in-Fact

WESTERN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint Dick L. Rottman, Bradley A. Pearce, Roger A. Hill, Janice L. Bowman, Clovia L. Lehto R. Scott Rottman, Karen T. Corbin, Amy J. Simpson

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

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of February, 1994.



WESTERN INSURANCE COMPANY (Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF NEVADA)

SS:

RENO)

On this 5TH day of FEBRUARY, 1994, before me personally came DICK L. ROTTMAN, President of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, Secretary of said Company, with both of whom I am personally acquainted, and being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the President and the Secretary of the said WESTERN INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as President and Secretary, respectively, of the Company.

My Commission expires the 16TH day in OCTOBER, 1995.



WARNING: THIS POWER OF ATTORNEY IS VOID WITHOUT THE RED BOLDED SIGNATURE

NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on February 4, 1994:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

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

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

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

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 5th day of February, 2004

[Signature] Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

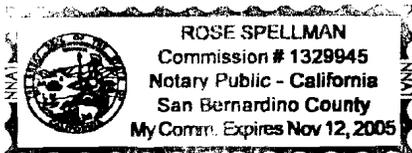
State of California

County of San Bernardino } ss.

On Feb 11, 2004 before me, Rose Spellman —
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James L Prewiti
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
[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: Subdivision - Labor & Materials

Document Date: Feb 5, 2004 Number of Pages: 2

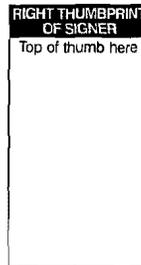
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: James L Prewiti

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

Signer Is Representing: Hyatt Pointe, LLC



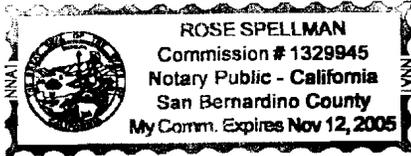
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino ss.

On Feb 11 2004 before me, Rose Spellman

personally appeared James L Prewitt



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.
Rose Spellman
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Bond

Document Date: Feb 5, 2004 Number of Pages: 2

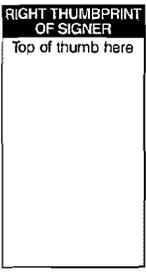
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: James L Prewitt

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

Signer Is Representing: Hyatt Pointe, LLC





AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: October 23, 2006

SUBJECT: REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE BOND FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 16247 PHASE III.

TRACT NUMBER	BOND NUMBER	FAITHFUL PERFORMANCE	LABOR AND MATERIALS
16247	B36005286	\$6,594.06	\$3,297.03

Developer: Covenant Development, Inc.
Attn: Suzanne Langley
29995 Technology Drive, Suite 201
Murrieta, CA 92563

RECOMMENDATION: That the City Council approve the 80% release of the Faithful Performance Bond in the amount of \$5,275.25.

FISCAL IMPACT: None

Budget Amount: _____ Budget
Account No. _____

---Finance Dept. Use Only---

Additional Appropriation:

No

Yes/\$Amount: _____ Finance Director

Review & Approval ap

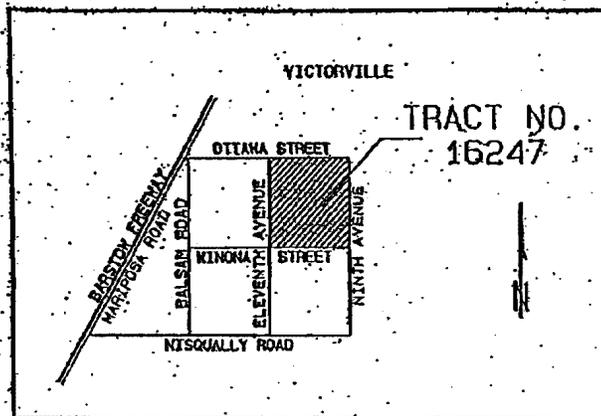
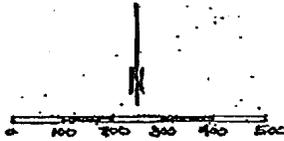
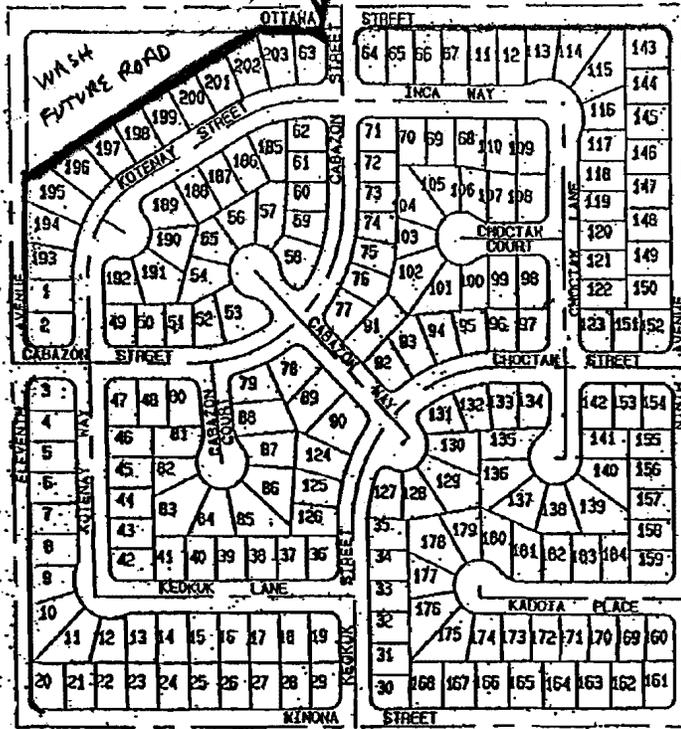
DISCUSSION: The developer, Covenant Development, Inc., has completed the required landscaping improvements on Ottawa Street between Cabazon Street and Eleventh Avenue for Tract 16247 Phase III. Therefore, it is recommended that 80% of the Faithful Performance Bond be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the Faithful Performance Bond will be held until the one-year warranty period has been fulfilled. A request for the full release of the Labor and Materials Bond will be submitted for the first City Council meeting in May 2007 at the end of the required six-month waiting period. A vicinity map and copies of the bonds are attached for review.

JEG:RS:mm

Attachments: Map
Bonds

TRACT NO. 16247

PHASE III
1019166



VICINITY MAP
N.T.S.

COPY



Bond No.: B36005286
Initial Premium: \$106.00
For the Term of Two Years
Subject to Renewal.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Covenant/Victorville 203, LLC, as Principal,
and Gulf Insurance Company, as Surety, are held and firmly bound unto The City of Victorville as Obligee,
in the sum of Six thousand five hundred ninety four 06/100***
(\$ 6,594.06) 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. 16247
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 on April 15, 2003

Covenant/Victorville 203, LLC

By: _____

Gulf Insurance Company

By: Patricia J. Sandroek, Attorney-in-Fact

110 West "A" Street Suite 1805
San Diego CA 92101

STATE OF California
COUNTY OF Orange } SS.

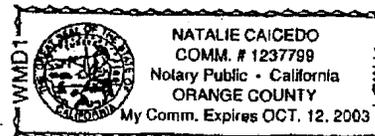
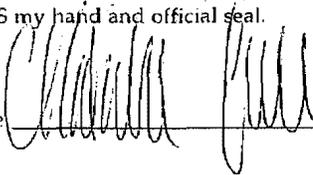
On April 15, 2003, before me, Natalie Caicedo

PERSONALLY APPEARED Patricia J. Sandroek

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.

Signature



This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT

- TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Gulf Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Keith E. Sandrock

Patricia J. Sandrock

Natalie Caicedo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter
Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally, who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo
ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2007

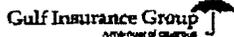
I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 15 day of April, 20 03

George Biancardi
George Biancardi
Senior Vice President



Bond No: B36005286
Premium Included
In Performance Bond.

**SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Covenant/Victorville 203, LLC
_____, as Principal,
and Gulf Insurance Company, a corporation organized and doing business under and by virtue of
the laws of the State of Connecticut and duly licensed to conduct a general surety business in the
State of California as Surety, are held and firmly bound unto _____
The City of Victorville _____ as Obligee,
in the sum of Three thousand two hundred ninety seven 03/100***
(\$ 3,297.03) 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 Obligee for the improvements in the subdivision designated as
(Tract/ Parcel) Map No. 16247
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 on April 15, 2003

Covenant/Victorville 203, LLC

By: _____

Gulf Insurance Company

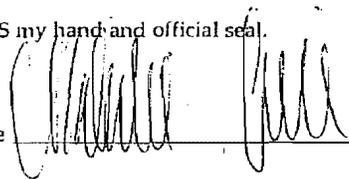
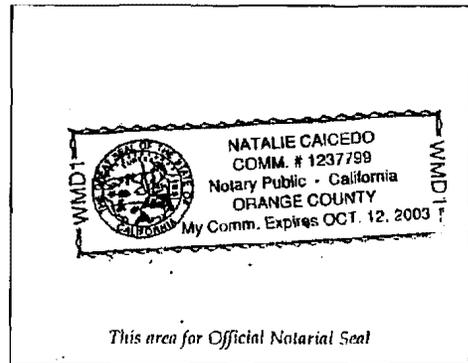
By: Patricia J. Sandrock
Patricia J. Sandrock, Attorney-in-Fact

STATE OF California }
 COUNTY OF Orange } SS.
 On April 15, 2003, before me, Natalie Caicedo
 PERSONALLY APPEARED Patricia J. Sandrock

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.

Signature _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

Gulf Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Keith E. Sandrock

Patricia J. Sandrock

Natalie Caicedo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minitier
Lawrence P. Minitier
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minitier, known to me personally, who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo
ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 15 day of April, 20 03

George Biancardi
George Biancardi
Senior Vice President



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Jon E. Gargan  DATE: October 23, 2006
Director of Community Services

SUBJECT: REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE BOND FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 16936.

TRACT NUMBER	BOND NUMBER	FAITHFUL PERFORMANCE	LABOR AND MATERIALS
16936	864476S	\$9,896.04	\$4,948.02

Developer: Frontier Homes
Attn: Mike Valtier
9331 Mariposa Rd.
Hesperia, CA 92345

RECOMMENDATION: That the City Council approve the 80% release of the Faithful Performance Bond in the amount of \$7,916.83.

FISCAL IMPACT: None

Budget Amount: _____ Budget
Account No. _____

---Finance Dept. Use Only---

Additional Appropriation:

No

Yes/\$Amount: _____ Finance Director

Review & Approval 

DISCUSSION: The developer, Frontier Homes, has completed the required landscaping improvements on Arrowhead Drive either side of Greyrock for Tract 16983. Therefore, it is recommended that 80% of the Faithful Performance Bond be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the Faithful Performance Bond will be held until the one-year warranty period has been fulfilled. A request for the full release of the Labor and Materials Bond will be submitted for the first City Council meeting in May 2007 at the end of the required six-month waiting period. A vicinity map and copies of the bonds are attached for review.

JEG:RS:mj 

Attachments: Map
Bonds

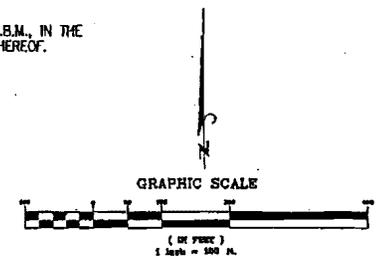
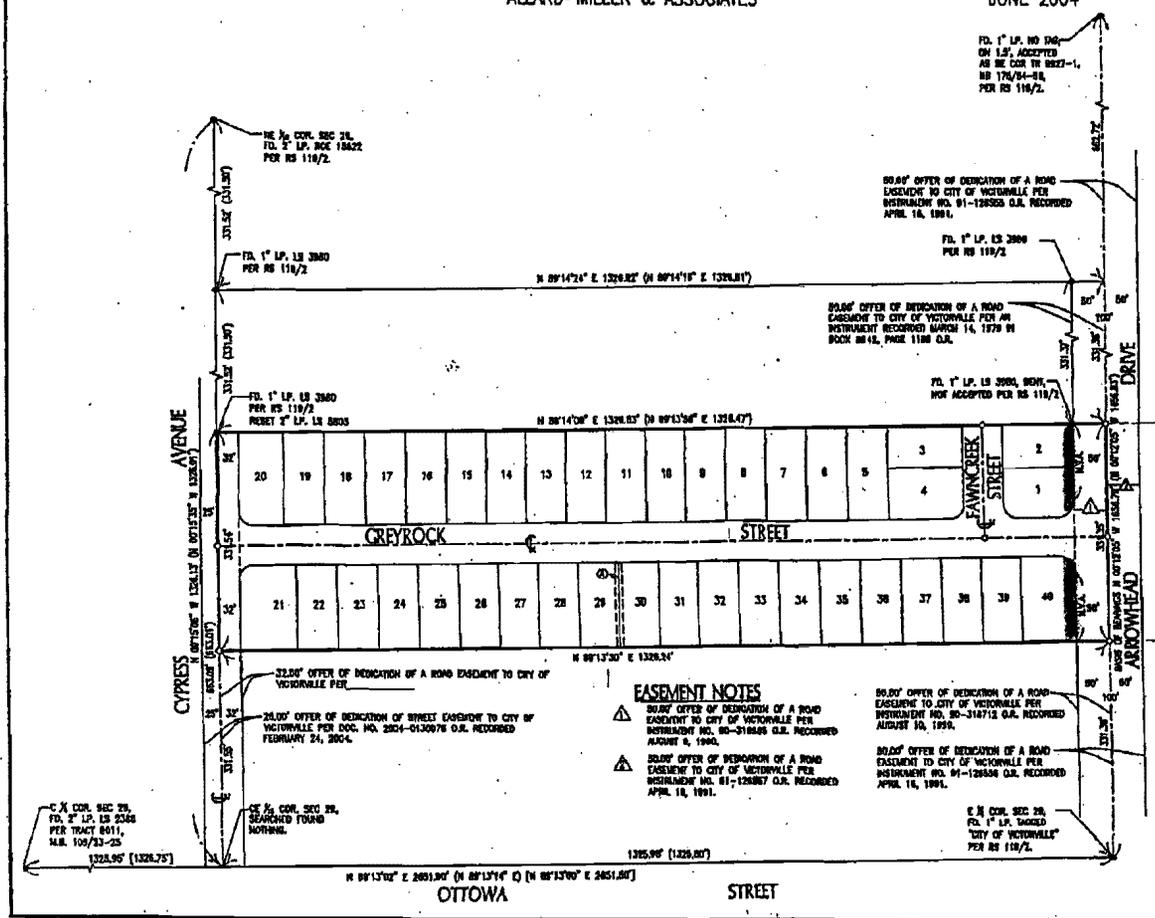
IN THE CITY OF VICTORVILLE
TRACT MAP NO. 16936

SHEET 2 OF 3

BEING A SUBDIVISION OF THE NORTH 1/4 OF THE SOUTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 29, T5M, R4W, S.B.M., IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

ALLARD-MILLER & ASSOCIATES

JUNE 2004



SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES SET 2" IRON PIPE WITH BRASS TAG STAMPED PLS 5003, CENTERLINE MONUMENTS SET 1" BELOW FINISH PAVEMENT SURFACE.
- THIS TRACT MAP CONTAINS 40 NUMBERED LOTS
- INDICATIVE TRACT MAP NO. 11-04-025
- ALL FOUND MONUMENTS OBTAINED AND/OR DESTROYED AS A RESULT OF CONSTRUCTION WILL BE RESET WITH LIME KNOB TAGGED PLS 5003, UNLESS OTHERWISE NOTED.
- () DENOTES RECORD DATA PER TRACT 7171, M.B. 07/18-17.
- [] DENOTES SUBSCRIBER BORDER LINE.
- A WALL AND BRASS TAG STAMPED PLS 5003 SHALL BE SET IN THE CONCRETE CURB ON THE PROLONGATION OF THE SIDE LOT LINE IN LIEU OF THE FRONT LOT CORNERS.
- A 1" IRON PIPE WITH BRASS TAG OR PLASTIC PLUG STAMPED PLS 5003 WILL BE SET AT THE REAR LOT CORNERS.
- ① DENOTES MONUMENT SET OUT PER SCHEDULE OF THIS FIELD WITH THE CITY OF VICTORVILLE ENGINEERING DEPARTMENT.
- K.V.A. DENOTES "NON-MOLESTABLE ACCESS".
- A SOILS REPORT WAS PREPARED FOR THIS TRACT BY BEN SMITHSON, R.C.E. 2289 AND EDWARD LAMONT, G.E. 1892 OF GEOSOLS INC. DATED MARCH 23, 2004 AND IS ON FILE WITH THE CITY OF VICTORVILLE ENGINEERING DEPARTMENT.

EASEMENT NOTES

- ▲ 30.00' OFFER OF DEDICATION OF A ROAD EASEMENT TO CITY OF VICTORVILLE PER INSTRUMENT NO. 90-31858 O.R. RECORDED AUGUST 6, 1990.
- ▲ 30.00' OFFER OF DEDICATION OF A ROAD EASEMENT TO CITY OF VICTORVILLE PER INSTRUMENT NO. 91-128587 O.R. RECORDED APRIL 14, 1991.
- ▲ 30.00' OFFER OF DEDICATION OF A ROAD EASEMENT TO CITY OF VICTORVILLE PER INSTRUMENT NO. 90-318712 O.R. RECORDED AUGUST 10, 1990.
- ▲ 30.00' OFFER OF DEDICATION OF A ROAD EASEMENT TO CITY OF VICTORVILLE PER INSTRUMENT NO. 91-128458 O.R. RECORDED APRIL 14, 1991.

BASIS OF BEARINGS

BASIS OF BEARINGS WERE TAKEN FROM THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 29, T5M, R4W, S.B.M., PER RS 119/2. BEING: N 09°12'05" W

EASEMENTS

- ▲ INDICATES "NON-MOLESTABLE EASEMENT" DEDICATED TO THE CITY OF VICTORVILLE, FOR PUBLIC USE, 10' WIDE.

BOND NO. 864476S
INITIAL PREMIUM: \$100.00
SUBJECT TO RENEWAL.

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Autumn Glen Properties, 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 Nine Thousand Eight Hundred Ninety-Six and 04/100
(\$9,896.04) Dollars, for which payment well and truly to be made, we bind ourselves, our
heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of
(Tract/Parcel) Map No. Tract #16936 (Land Maintenance) 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.

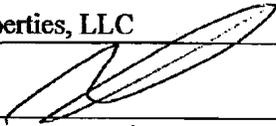
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the
corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized
Attorney-in-Fact at Henderson, NV this 13th day of June, 2005

"PRINCIPAL"

"SURETY"

Autumn Glen Properties, LLC

Developers Surety and Indemnity Company

By: 

BY: Caroline L. Brown

Division President

Caroline L. Brown, Attorney-in-Fact

BOND NO: 864476S

PREMIUM INCLUDED
IN PERFORMANCE BOND.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Autumn Glen Properties, 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 Four Thousand Nine Hundred Forty-Eight and 02/100-- (\$ 4,948.02) 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. Tract #16936 (Land Maintenance) 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.

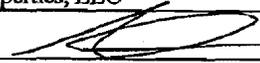
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Henderson, NV this 13th day of June 2005

"PRINCIPAL"

"SURETY"

Autumn Glen Properties, LLC

Developers Surety and Indemnity Company


Division President

BY: Caroline L. Brown
Caroline L. Brown, Attorney-in-Fact



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Jon E. Gargan, Director of Community Services
DATE: October 16, 2006

SUBJECT: REQUESTING THE 80% RELEASE OF LETTER OF CREDIT FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 14336.

TRACT NUMBER	STANDBY LETTER OF CREDIT NUMBER	FAITHFUL PERFORMANCE	LABOR AND MATERIALS
14336	050SL00602 (UNB No. 518104)	\$36,525.00	N/A

Developer: CNC Real Estate Dev. & Const. Co. Inc.
5311 N. Tyler Ave
Temple City, CA 91780

RECOMMENDATION: That the City Council approve the 80% release of the Letter of Credit in the amount of \$29,220.00

FISCAL IMPACT: None

Budget Amount: _____ Budget
Account No. _____

---Finance Dept. Use Only---

Additional Appropriation:

No

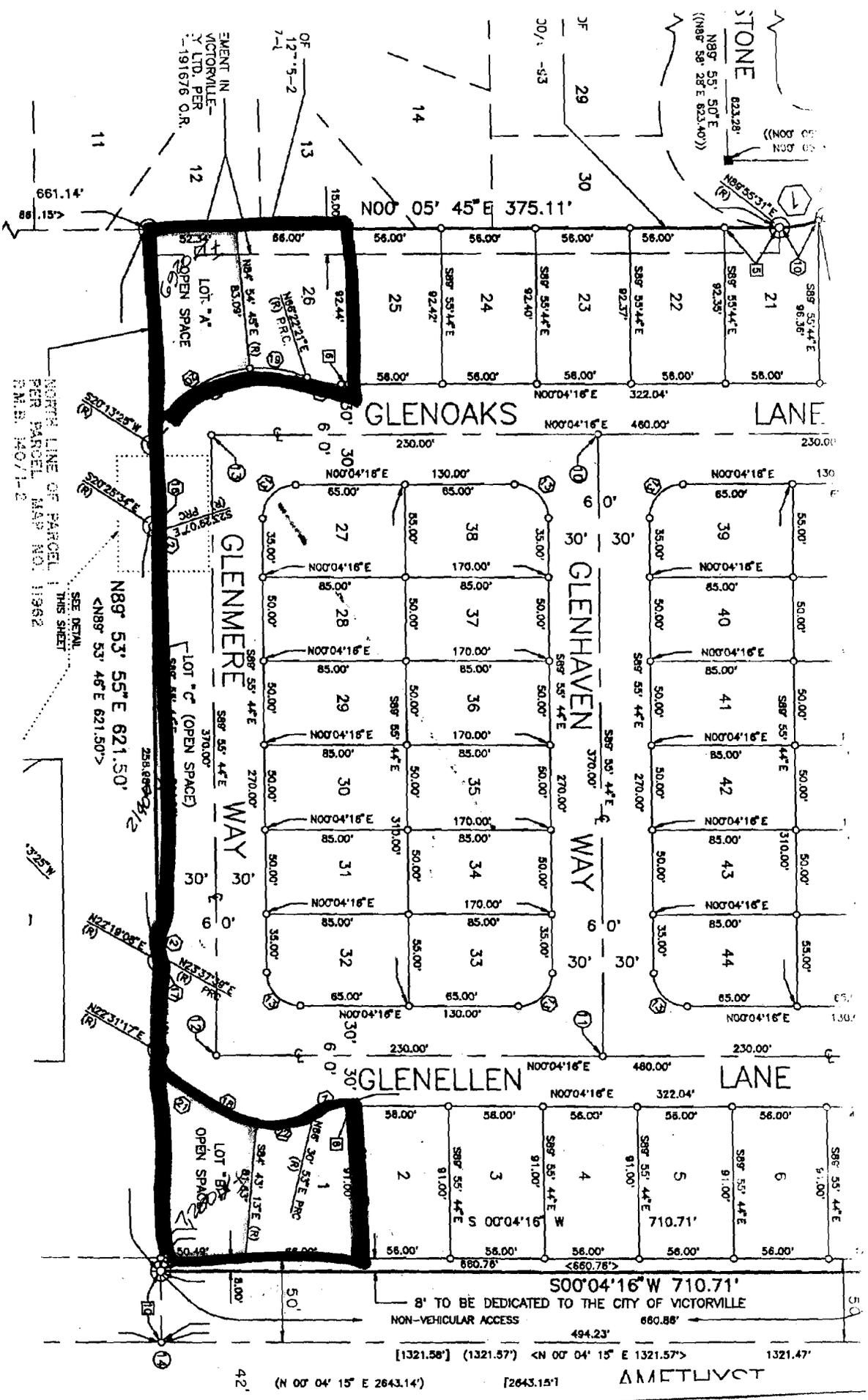
Yes/\$Amount: _____ Finance Director

Review & Approval: *[Signature]*

DISCUSSION: The developer, CNC Real Estate Dev. & Const. Co. Inc., has completed the required landscaping improvements on Amethyst, Glengarry, and Glenmere cul-de-sac for Tract 14336. Therefore, it is recommended that 80% of the Letter of Credit be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the Letter of Credit will be held until the one-year warranty period has been fulfilled. A vicinity map and a copy of the Letter of Credit are attached for review.

JEG:RS:mm *[Signature]*

Attachments: Map
Letter of Credit



NORTH LINE OF PARCEL PER PARCEL MAP NO. 11962 (M.B. 14071-2)

SEE DETAIL THIS SHEET
 N89° 53' 55" E 621.50'
 <N89° 53' 48" E 621.50">

8' TO BE DEDICATED TO THE CITY OF VICTORVILLE
 NON-VEHICULAR ACCESS
 710.71'

[1321.58'] [1321.57'] <N 00° 04' 15" E 1321.57"> 1321.47'

(N 00° 04' 15" E 2643.14')

[2643.15']

AMETLVCT



EAST WEST BANK

International Operations Department
135 N. Los Robles,
Suite 200
Pasadena, CA 91101

Date: 10/04/2006

Beneficiary: CITY OF VICTORVILLE
VICTORVILLE, CALIFORNIA
Attn: Maria Martnez
Tel: (760) 955-5273
Fax: (760) 269-0033

Applicant: Hai Chen and Won Chin Chei Chen
4978 Santa Anita Ave., No. 203
Temple City, CA 91780

Gentlemen,

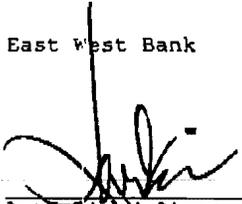
Re: Our Standby Letter of Credit No. 050SL00602
(UNB No. 518104)
In Amount of USD36,525.00

Please be informed that the present expiration date of the Letter of Credit is April 6, 2007.

According to L/C term, please understand that the expiration date of this L/C shall be automatically extended without amendment for one (1) year from the present or any future expiration date, unless at least thirty (30) days prior to any such expiration date we shall notify you by registered mail that we elect not to consider this Letter of Credit renewed for such additional one (1) year period.

For Enquiry, Please call DAVID SUN TEL: (626)768-6608

East West Bank


Authorized Signature
DAVID SUN
VICE PRESIDENT
INTERNATIONAL OPERATIONS

03/14/05 MON 12:12 FAX 6262849339

SAN GABRIEL

Request for Amendment to Letter of Credit ⁰⁰¹



Please amend by cable airmail your irrevocable letter of credit No. SELC# 518104

issued for our account in favor of: The City of Victorville
as follows: \$36,525 Tract#14336 for landscaping

Shipment to be made not later than _____

Validity extended to 04/06/06

Amount increased by _____

Other amendments _____

All other terms and conditions of the credit remain unchanged.
It is understood that this amendment is subject to acceptance by the beneficiary.

Fee: \$250.00

CHECKING A/C NO.:
TELEPHONE NO.: (626) 575-1455

Hai Chen & Won Chin Chei Chen

APPLICANT'S NAME
5311 N. Tyler Ave, Temple City
ADDRESS CA 91780

DATE 03/14/05

[Handwritten Signature]
AUTHORIZED SIGNATURE SHE VERIFIED BY



AGENDA ITEM

CITY COUNCIL MEETING OF NOVEMBER 7, 2006

SUBMITTED BY: Jon E. Gargan *JEG* DATE: October 16, 2006
Director of Community Services

SUBJECT: REQUESTING THE RELEASE OF THE REMAINING 30% OF THE FAITHFUL PERFORMANCE BOND FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 16713.

Faithful Performance Bond: SU 5011637 \$13,168.98

Developer: Century Crowell-Santa Rosa, LLC
1535 South "D" Street, Suite 200
San Bernardino, CA 92408

RECOMMENDATION: That the City Council approve the release of the remaining 30% of the Faithful Performance Bond in the amount of \$3,950.69.

FISCAL IMPACT: None

Budget Amount: _____
Budget Account No. _____

—Finance Dept. Use Only—

Additional Appropriation:

No

Yes/\$Amount: _____

Finance Director Review & Approval *JEG*

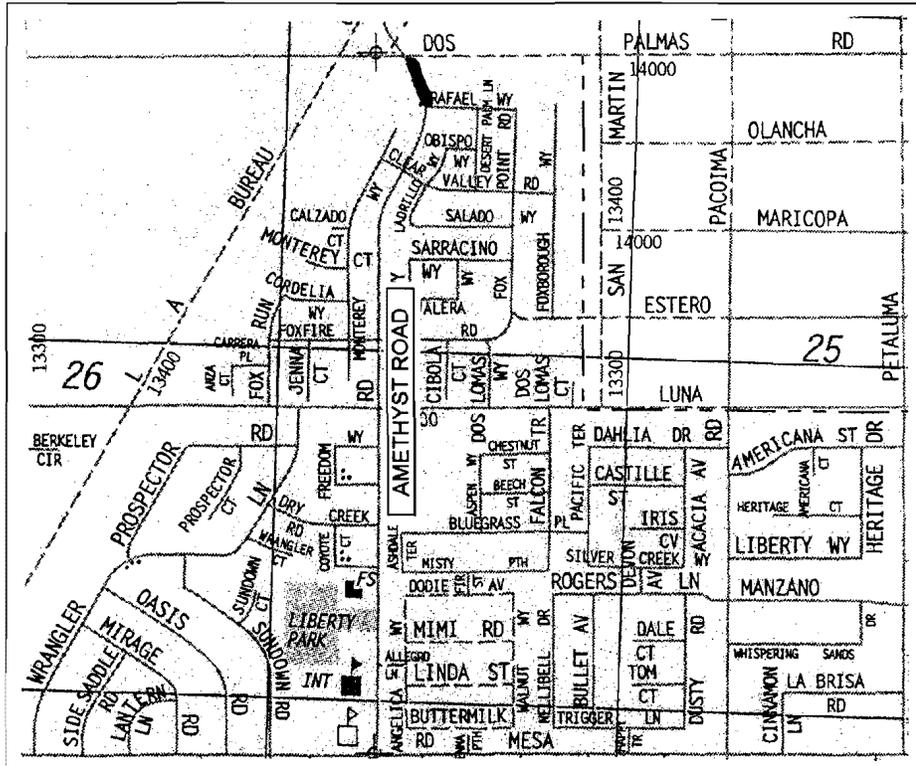
DISCUSSION: The developer, Century Vintage Homes, completed the required landscaping improvements along Amethyst Road, south of Dos Palmas. At their meeting of November 1, 2005, the City Council approved the release of 70% of the Faithful Performance Bond, as per (Ordinance 999 § 1 (part) 1985. As the one-year warranty period has been fulfilled, it is now requested that the remaining 30% of the bond be released. A copy of the bond and a site map are attached.

JEG:RS: *JEG*

Attachments

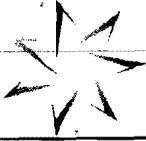
Consent
#6K
11-7-06

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT TRACT 16713



LA MESA ROAD





ARCH INSURANCE COMPANY

FIRST TERM PREMIUM FULLY EARNED

Bond Number : SU 5011637

Premium (Two Years) : \$132.00

SUBDIVISION BOND FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, Century Crowell-Santa Rosa, LLC, a California Limited Liability Company, as Principal, and the ARCH INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MISSOURI and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto City of Victorville, Parks and Golf, as Obligee, in the sum of Thirteen Thousand, One Hundred Sixty-Eight and 98/100 DOLLARS (\$ 13,168.98), for which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated 00/00/00, with the Obligee to do and perform the following work; to wit:

Landscape Management @ Foxfire Ranch, Tract #16713

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: November 4, 2004

Century Crowell-Santa Rosa, LLC, a California Limited
Liability Company (Principal)

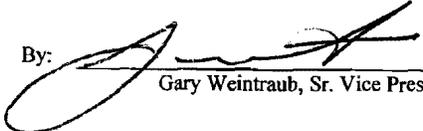
Arch Insurance Company

(Surety)

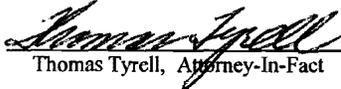
By: Century Crowell Communities, LP, a California
Limited Partnership – Managing Member

By: Century Homes Communities, a California
Corporation – General Partner

By:


Gary Weintraub, Sr. Vice President

By:


Thomas Tyrell, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVE., PASADENA, CA 91101
PHONE (626) 535-0855 • FAX (626) 535-0875

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On November 4, 2004 before me, Maria Stoll, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Tyrell
NAME(S) OF SIGNER(S)

personally known to me - OR -

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



WITNESS my hand and official seal.

Maria Stoll

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE (S)

ATTORNEY-IN-FACT

PARTNER (S)

LIMITED

GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Bond Faithful Performance
TITLE OR TYPE OF DOCUMENT

1 No. of Page(s)

November 4, 2004

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON (S) OR ENTITY(IES)

Arch Insurance Company

SIGNER (S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Lyle L. Sandlin, Christopher I. Torres and Thomas Tyrell of Pico Rivera, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF CENTURY HOMES COMMUNITIES, A CALIFORNIA CORPORATION**

On May 26, 2004 at 10:00 a.m., a Special Meeting of the Board of Directors of Century Homes Communities was held at the Corporation's office at 1535 So. "D" Street, San Bernardino, California:

SIGNING AUTHORIZATION: RATIFICATION OF PRIOR ACTS

WHEREAS, the Corporation is the general partner of Century Crowell Communities, L.P., a California limited partnership ("Century Crowell").

WHEREAS, Century Crowell was formed for the purpose of acquiring land and developing same with single family homes.

WHEREAS, the Corporation has determined that it is in the best interests of Century Crowell that ownership in each Century Crowell project ("Project") be vested in a limited liability company or limited partnership ("Project Entity").

WHEREAS, primary responsibility for management of the Projects has been delegated to the corporation's Project Managers, who are Kenny Felkel, Elizabeth Williams, Martha Butler, Stephen Long, Dave Cooper, Kevin Manning, Tom Evans and Debi Myers.

RESOLVED, that in connection with the development of any Project, any Project Manager (or Gary Weintraub as Vice President or Assistant Secretary) is authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, and as general contractor to the Projects, any and all documents in connection with plan checks, permits, entitlements, and all other documents relating to city, county, water district and other governmental agency actions respecting the Projects.

RESOLVED, that in connection with the development of any Project, either Gary Weintraub, as Sr. Vice President or Michael Aulicino or Kenny Felkel or Tony P. Scimia acting as Assistant Secretaries, signing alone or, if required, either Gary Weintraub, Michael Aulicino, Kenny Felkel or Tony P. Scimia, together or individually together with any Project Director are authorized to sign on behalf of the Corporation, as General Partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, surety bonds, and all documents relating to same, in connection with the Projects.

RESOLVED, that Dennis Harrison, Tony P. Scimia, or Kenny Felkel are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all documents as required for the issuance of the DRE Public Report for the Projects.

RESOLVED, that Carlos Cueva, Michael Aulicino, Kenny Felkel or Wanda Robinson are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity, all documentation as required for submission and/or consummation of any Public Financing Arrangement (i.e. Assessment Districts, Community Facility Districts, etc.) in connection with the projects.

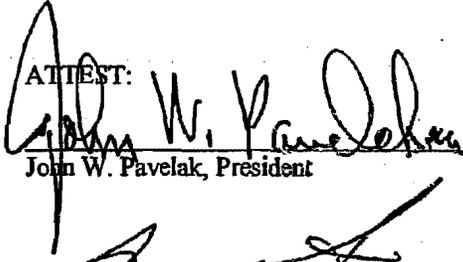
RESOLVED, that Dennis Harrison or Tony P. Scimia are authorized to sign on behalf of the Corporation, as general partner of Century Crowell, acting in its capacity as Managing Member or General Partner of any Project Entity and as general contractor to the Projects, all Purchase and Sales Contracts, Escrow Instructions, Deeds of Trust, Notices of Completion and any other documents needed to sell and close escrows on homes in our projects.

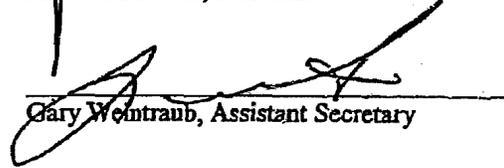
RESOLVED, that John Pavelak, Gary Weintraub, Wanda Robinson, Tony Scimia, Michael Aulicino and Kenny Felkel are authorized signers on all deposit accounts (checking, savings, time certificates, etc.) and that two (2) signatures are required on all of the before mentioned deposit account as regards all checks, withdrawal instruments, etc., drawn on the accounts.

RESOLVED, that copies of these Minutes may be provided to any person or public agency requiring evidence of authorization. **ALL SUCH PERSONS OR PUBLIC AGENCIES ARE HEREBY PUT ON NOTICE THAT ALL AUTHORIZED SIGNATORIES HEREUNDER ARE SIGNING ONLY IN THE CAPACITIES SET FORTH HEREIN AND ARE NOT INDIVIDUALLY OR PERSONALLY LIABLE FOR ANY DEBTS OR OBLIGATIONS OF THE CORPORATION, CENTURY CROWELL OR ANY PROJECT ENTITY.** All Directors were present and unanimously consented to the above.

DATE: May 26, 2004,

ATTEST:


John W. Pavelak, President

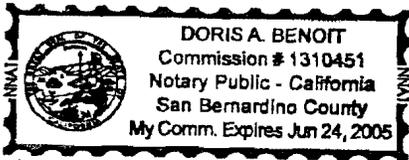

Gary Weintraub, Assistant Secretary

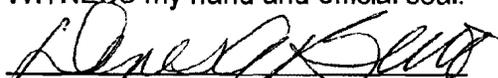
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 16th day of November, 2004 before me, Doris A. Benoit, Notary Public, personally appeared Gary Weintraub, Sr. Vice President, personally known to me, to be the person who's name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Signature of Notary Public

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INTENTIONALLY



AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 7, 2006

SUBMITTED BY: Jon E. Gargan *[Signature]* **DATE:** October 16, 2006
Director of Community Services

SUBJECT: REQUESTING THE RELEASE OF THE REMAINING 30% OF THE FAITHFUL PERFORMANCE BONDS FOR THE LANDSCAPE AND DRAINAGE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 15186

BOND NUMBER	TRACT NUMBER	FAITHFUL PERFORMANCE
B34229093	15186-6	\$57,172.50
B34229094	15186-7	\$130,630.50
B34229098	15186	\$29,187.95
B34229099	15186	\$13,792.35
B34229100	15186	\$33,998.80
B34229101	15186	\$20,725.65
B34229102	15186-6	\$14,574.78
TOTAL BONDING AMOUNT:		\$300,082.53

Developer: Century Crowell-Santa Rosa, LLC
1535 South "D" Street, Suite 200
San Bernardino, CA 92408

RECOMMENDATION: That the City Council approve the release of the remaining 30% of the Faithful Performance Bonds in the amount of \$90,024.76.

FISCAL IMPACT: None

Budget Amount: _____ Budget
Account No. _____

—Finance Dept. Use Only—
Additional Appropriation:

No
 Yes/\$Amount: _____ Finance Director
Review & Approval *[Signature]*

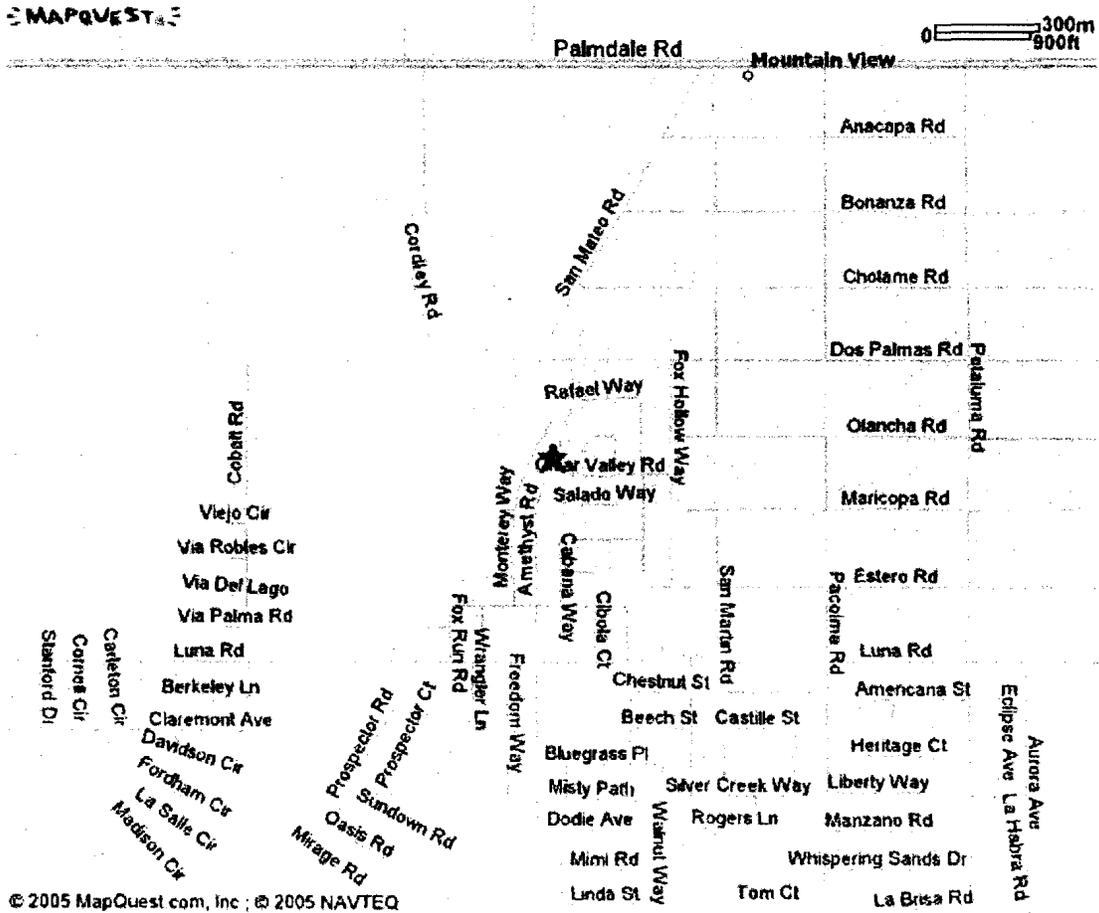
DISCUSSION: The developer, Century Vintage Homes, completed the required landscaping improvements along Dos Palmas, Foxborough and Clear Valley, including Lot "C". At their meeting of November 1, 2005, the City Council approved the 30% release of the bonds, as per (Ordinance 999 § 1 (part) 1985. As the one-year warranty period has been fulfilled, it is now requested that the remaining 30% of the bonds be released. A vicinity map and copies of the bonds are attached.

JEG:RS:bw *[Signature]*

TRACT 15186-6
VICINITY MAP

MAPQUEST

0 300m
0 900ft



© 2005 MapQuest.com, Inc.; © 2005 NAVTEQ



Bond No.: B34229093
Initial Premium: \$686.00
For the Term of 2 Years

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Landscape and Irrigation

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell-Santa Rosa, LLC, as Principal, and **Gulf Insurance Company**, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Fifty Seven Thousand One Hundred Seventy Two Dollars 50/100 (\$57,172.50) 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.

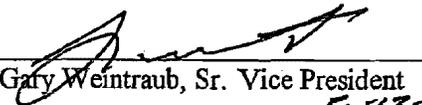
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

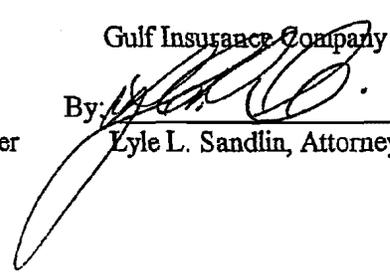
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186-6 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on January 30, 2003.

Century Crowell-Santa Rosa, LLC
a California Limited Liability Company
By: Century Crowell Communities, LP
a California Limited Partnership – Managing Member
By: Century Homes Communities,
a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President
E 1203

Gulf Insurance Company
By: 
Lyle L. Sandlin, Attorney-In-Fact

Bond No.: B34229094
Initial Premium: \$1,568.00
For the Term of 2 Years

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Landscape and Irrigation

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell-Santa Rosa, LLC, as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of One Hundred Thirty Thousand Six Hundred Thirty Dollars 50/100 (\$130,630.50) 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.

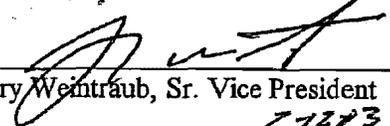
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

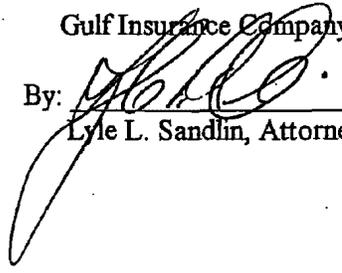
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186-7 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on January 30, 2003.

Century Crowell-Santa Rosa, LLC
a California Limited Liability Company
By: Century Crowell Communities, LP
a California Limited Partnership – Managing Member
By: Century Homes Communities,
a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President
27273

Gulf Insurance Company
By: 
Lyle L. Sandlin, Attorney-In-Fact

Bond No.: B34229098
Initial Premium: \$350.00
For the Term of 2 Year(s)

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Paseo (Clear Valley Road, West of Fox Point Road, East of Ladrillo Way)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell Santa Rosa, LLC, as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Twenty Nine Thousand One Hundred Eighty Seven Dollars 95/100 (\$29,187.95) 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.

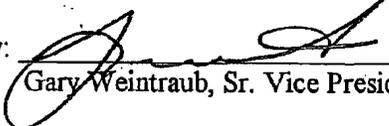
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

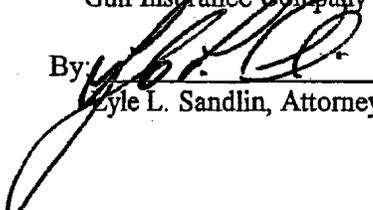
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on February 12, 2003.

Century Crowell Santa Rosa, LLC
a California Limited Liability Company
By: Century Crowell Communities, LP
a California Limited Partnership – Managing Member
By: Century Homes Communities,
a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

Gulf Insurance Company
By: 
Lyle L. Sandlin, Attorney-In Fact



Bond No.: B34229099
Initial Premium: \$166.00
For the Term of 2 Year(s)

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Paseo (Clear Valley Road, East of Amethyst Road, West of Ladrillo Way)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell Santa Rosa, LLC, as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Thirteen Thousand Seven Hundred Ninety Two Dollars 35/100 (\$13,792.35) 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.

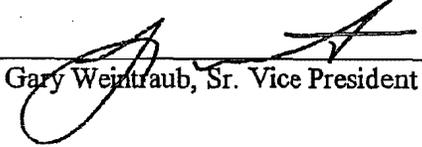
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

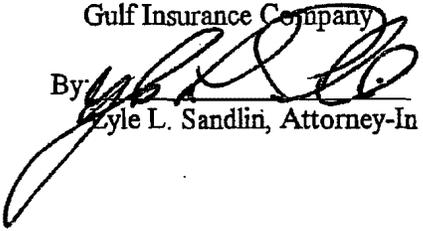
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on February 12, 2003.

Century Crowell Santa Rosa, LLC
a California Limited Liability Company
By: Century Crowell Communities, LP
a California Limited Partnership – Managing Member
By: Century Homes Communities,
a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

Gulf Insurance Company
By: 
Lyle L. Sandlin, Attorney-In Fact

Bond No.: B34229100
Initial Premium: \$408.00
For the Term of 2 Year(s)

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Paseo (Rafeal Way, East of Amethyst Road, West of Fox Point Road)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell Santa Rosa, LLC, as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Thirty Three Thousand Nine Hundred Ninety Eight Dollars 80/100 (\$33,998.80) 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.

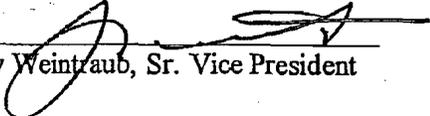
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

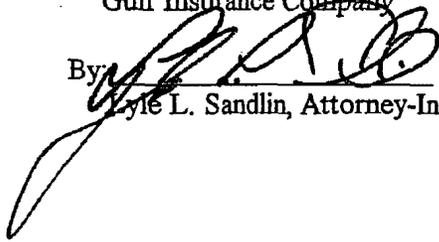
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on February 12, 2003.

Century Crowell Santa Rosa, LLC
a California Limited Liability Company
By: Century Crowell Communities, LP
a California Limited Partnership - Managing Member
By: Century Homes Communities,
a California Corporation - General Partner

By: 
Gary Weintraub, Sr. Vice President

Gulf Insurance Company
By: 
Lyle L. Sandlin, Attorney-In Fact



Bond No.: B34229101
Initial Premium: \$249.00
For the Term of 2 Year(s)

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Paseo (at Fox Point Road, South of Clear Valley Road, North of Sarracino Way)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell Santa Rosa, LLC, as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Twenty Thousand Seven Hundred Twenty Five Dollars 65/100 (\$20,725.65) 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.

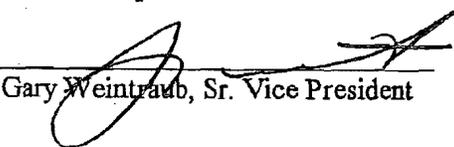
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

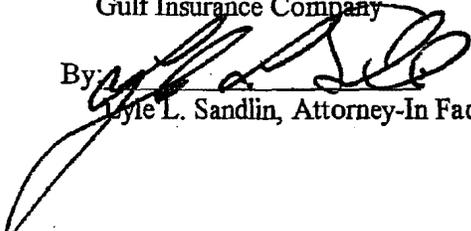
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on February 12, 2003.

Century Crowell Santa Rosa, LLC
a California Limited Liability Company
By: Century Crowell Communities, LP
a California Limited Partnership – Managing Member
By: Century Homes Communities,
a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

Gulf Insurance Company
By: 
Lyle L. Sandlin, Attorney-In Fact



Bond No.: B34229102
Initial Premium: \$175.00
For the Term of 2 Year(s)

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**

Amethyst Road

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Century Crowell-Santa Rosa, LLC, as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Fourteen Thousand Five Hundred Seventy Four Dollars 78/100 (\$14,574.78) 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.

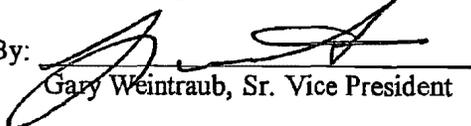
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

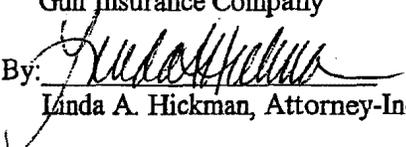
WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 15186-6 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

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 on March 6, 2003.

By: Century Crowell-Santa Rosa, LLC,
a California Limited Liability Company
By: Century Crowell Communities, LP,
a California Limited Partnership – Managing Member
By: Century Homes Communities,
a California Corporation – General Partner

By: 
Gary Weintraub, Sr. Vice President

Gulf Insurance Company
By: 
Linda A. Hickman, Attorney-In-Fact

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AGENDA ITEM

CITY COUNCIL MEETING OF NOVEMBER 7, 2006

SUBMITTED BY: Jon E. Gargan 
Director of Community Services

DATE: October 16, 2006

SUBJECT: REQUESTING THE FULL RELEASE OF BOTH FAITHFUL PERFORMANCE AND LABOR AND MATERIALS BONDS FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 16063-1.

Faithful Performance Bond: B34219654 / \$473,561.00
Labor and Materials Bond: B34219654 / \$236,780.50

Developer: McCune Construction, Inc.
Attn: Lynn McCune
663 Lausinda Ave.
Long Beach, CA 90803

RECOMMENDATION: That the City Council approve the full release of the above referenced bonds in the total amount of \$710,341.50.

FISCAL IMPACT: None

Budget Amount: _____ Budget
Account No. _____

---Finance Dept. Use Only---

Additional Appropriation:

No

Yes/\$Amount: _____

Finance Director Review & Approval 

DISCUSSION: The developer, Howard Roberts Development, completed the required landscaping improvements along Ridgecrest between Hill Crest and Bluff Crest in June 2005. Due to a discrepancy in the contact information, previous attempts to release these bonds were unsuccessful. The correct contact information was just submitted to staff for the initiation of the bond release process. However, as the one-year warranty period has been met and exceeded, it is requested that the bonds be released in full rather than in increments. A site map and copies of the bonds are attached.

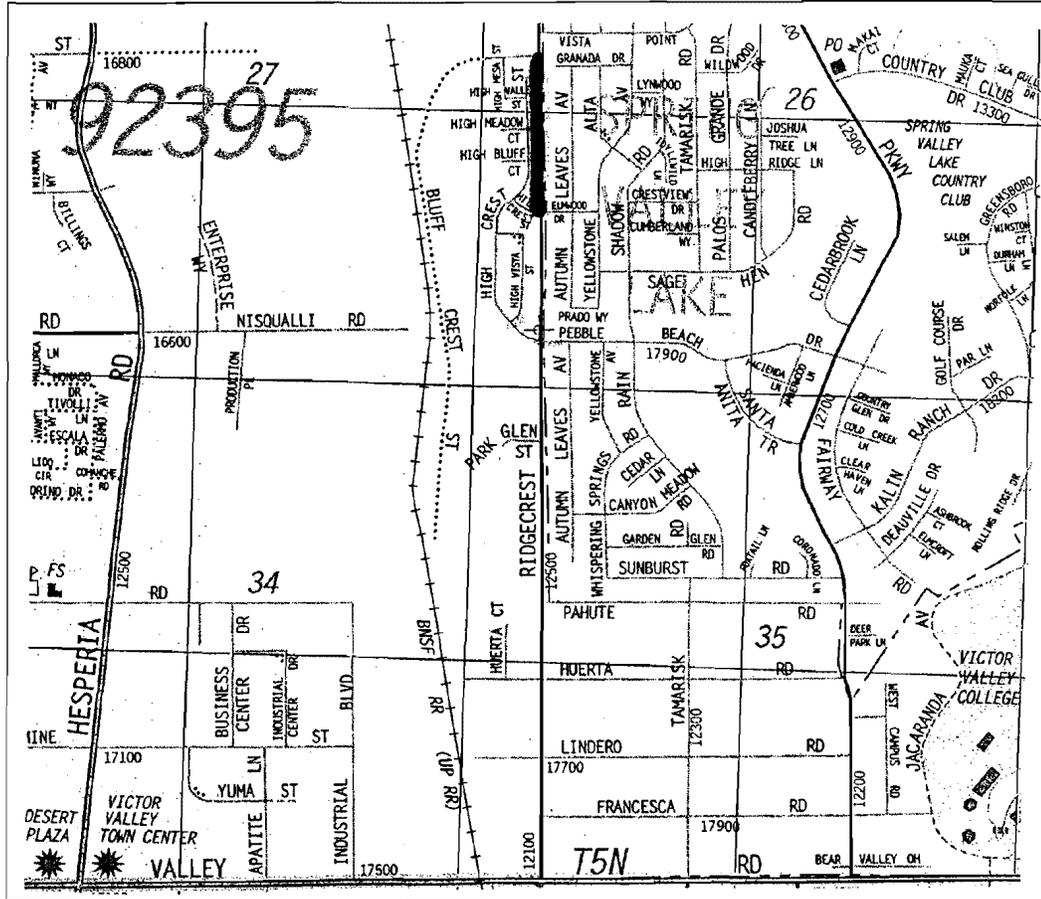
Attachments

JEG:RS:bw 

Consent
#6M
11-7-06

CITY WIDE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT # 6

TRACT 16063-1 RIDGECREST – BETWEEN HILL CREST AND BLUFF CREST





Bond No.: B34219654
Initial Premium: \$9,971.00
For the Term of 2 Years

**SUBDIVISION FAITHFUL
PERFORMANCE BOND**
Landscaping

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, McCune Construction, Inc., as Principal, and Gulf Insurance Company, 110 West A Street, Suite 1805, San Diego, CA 92101, as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Four Hundred Seventy Three Thousand Five Hundred Sixty One Dollars 00/100 (\$473,561.00) 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.

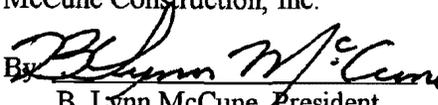
THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/ Parcel) Map No. 16063-1 entered into an agreement or agreements with said Obligee to complete the improvements specified in said agreement or agreements.

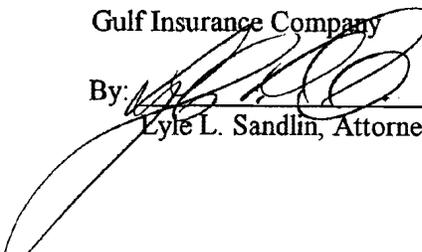
NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall 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 on September 12, 2002.

McCune Construction, Inc.

By: 
B. Lynn McCune, President

Gulf Insurance Company

By: 
Lyle L. Sandlin, Attorney-In-Fact

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Lyle L. Sandlin Christopher I. Torres Linda A. Hickman

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo

ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2003

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 12th day of September, 20 02

George Biancardi

George Biancardi
Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 09/12/2002, before me, Geraldine Benavidez, Notary Public, personally appeared Lyle L. Sandlin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Geraldine Benavidez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Faithful Performance Bond

Document Date: 09/12/2002 Number of Pages: 1

Signer(s) Other than Named above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Lyle L. Sandlin

Individual

Corporate Officer – Title(s): _____

Partner - Limited General

XX Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: Gulf Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 22, 2002, before me, Luann Tieman Peterson N.P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared B. Lynn McCune
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.

Luann Tieman Peterson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Faithful Performance Bond

Document Date: 09/12/2002 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: B. Lynn McCune

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

Signer Is Representing: _____





Bond No: B34219654
Premium Included
In Performance Bond.

**SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND
Landscaping**

KNOW ALL MEN BY THESE PRESENTS:

That we, McCune Construction, Inc., as Principal, and Gulf Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto City of Victorville as Obligee, in the sum of Two Hundred Thirty Six Thousand Seven Hundred Eighty Dollars 50/100 (236,780.50) 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:

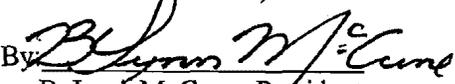
WHEREAS, the above named Principal, has entered into an agreement or agreements which are made a part of this bond, with the Obligee for the improvements in the subdivision designated as (Tract/ Parcel) Map No. 16063-1, as required be the Government Code of California.

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.

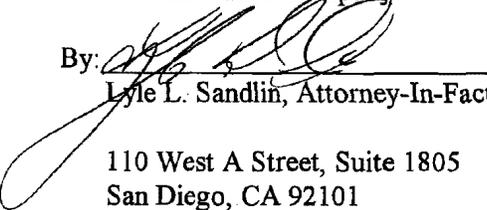
This bond is executed and filed to comply with Section 66499 through and including Section 66499.10 of the Government Code of California as improvement security, and shall inure to the benefit of any and all contractors, their subcontractors and persons renting equipment or furnishing labor or materials 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 on September 12, 2002.

McCune Construction, Inc.

By: 
B. Lynn McCune, President

Gulf Insurance Company

By: 
Lyle L. Sandlin, Attorney-In-Fact

110 West A Street, Suite 1805
San Diego, CA 92101

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Lyle L. Sandlin Christopher I. Torres Linda A. Hickman

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo

ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019983
Qualified in Kings County
Commission Expires February 16, 2003

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 12th day of September , 20 02

George Biancardi

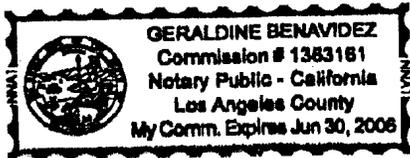
George Biancardi
Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 09/12/2002, before me, Geraldine Benavidez, Notary Public, personally appeared Lyle L. Sandlin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Geraldine Benavidez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvements Labor and Material Bond

Document Date: 09/12/2002 Number of Pages: 1

Signer(s) Other than Named above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Lyle L. Sandlin

Individual

Corporate Officer – Title(s): _____

Partner - Limited General

XX Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: Gulf Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 22, 2002 before me, Luann Tieman Peterson N.P.
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared B. Lynn McCune
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.

Luann Tieman Peterson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvements Labor and Material Bond

Document Date: 09/12/2002 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: B. Lynn McCune

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 30, 2006
City Engineer *Bh for JAMcG*

SUBJECT: District Agreement No. 8-1131 A/2, Route 18 at Amethyst Road, Widen Roadway and Install traffic Signals and Safety Lighting.

RECOMMENDATION: That City Council approve the Cooperative Agreement for Route 18 at Amethyst Road, to Widen Roadway and Install a Traffic Signal and Safety Lighting.

FISCAL IMPACT: None, no additional appropriation is required.

Existing Budget Amount: \$560,000

Budget Acct. No.: 40510-65000-65100 - \$380,000.

Budget Acct. No.: 60300-65000-65100 - \$180,000

Finance Dept. Use Only

Additional Appropriation

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: This agreement amendment adjusts the estimated City share to \$422,760. The actual project costs will be determined when the construction is complete and the project is closed out. The Department of Transportation has requested a certified, notarized Resolution or Minute Decree approving the agreement and authorizing the execution of said Agreement. By way of this agenda item, the Engineering Department is requesting said authorization.

DEPARTMENT OF TRANSPORTATION

DISTRICT 8

AGREEMENTS/DESIGN Q (MS 971)
464 WEST 4TH STREET, 6TH FLOOR
SAN BERNARDINO, CA 92401-1400
PHONE (909) 388-7143
FAX (909) 383-6253



*Flex your power!
Be energy efficient!*

September 25, 2006

Mr. Hiram Houck
Assistant City Traffic Engineer
City Victorville
P.O. Box 5001
Victorville, CA 92393-5001

08-SBd-18-KP 159.248
(PM 98.952)
Route 18 at Amethyst Road
Widen Roadway and Install Traffic
Signals and Safety Lighting
EA 482400
District Agreement No. 8-1131 A/2

Dear Mr. Houck:

Enclosed for execution by the City of Victorville are four (4) original Cooperative Agreements, District Agreement Number 8-1131 A/2, for the above-referenced project.

Please have the appropriate parties for the City sign and return all original agreements by **October 25, 2006** with a certified, notarized Resolution or Minute Decree approving the agreement and authorizing the execution of the agreement.

Please leave the effective date blank. The effective date will be the date the District Director signs the agreement.

After the agreement is fully executed, we will return one (1) original for your records.

If you need more information, please contact me at (909) 388-7143.

Sincerely,

A handwritten signature in black ink, appearing to read "Hiep Bui", written over a horizontal line.

HIEP BUI
Office Chief
Oversight/Agreements

Enclosure

c: Nathaniel Pickett, Project Manager

08-SBd-18-KP 159.248
(PM 98.952)
Route 18 at Amethyst Road
Widen Roadway and Install Traffic
Signals and Safety Lighting
EA 482400
District Agreement No. 8-1131 A/2

AMENDMENT NO.2 TO AGREEMENT NO. 8-1131

This AMENDMENT NO. 2 to AGREEMENT NO. 8-1131, entered into effective on _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

CITY OF VICTORVILLE, a body politic and a municipal corporation of the State of California referred to herein as "CITY."

RECITALS

1. The parties hereto entered into an Agreement No. 8-1131 (Document No. 014954) on January 9, 2001, said Agreement defining the terms and conditions of a project to widen the roadway and install traffic signals and safety lighting at the intersection of Route 18 and Amethyst Road in the City of Victorville, referred to herein as "PROJECT."
2. The parties hereto also entered into an Amendment No. 1 to Agreement No. 8-1131 (Document No. 014954) on February 14, 2005, to extend the termination date specified in Section III, Article 20, of the original Agreement No. 8-1131 to June 30, 2007 instead of April 5, 2005.
3. Said Agreement sets STATE's total PROJECT obligation at \$229,500 and it has been determined that STATE's total PROJECT obligation will exceed that amount.
4. Said Agreement sets CITY's total PROJECT obligation at \$355,500 and it has been determined that CITY's total PROJECT obligation will exceed that amount.
5. It also has been determined that PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. SECTION I, "CITY AGREES," Article (8) of the original Agreement is replaced in its entirety to read as follows:

"To pay an amount equal to 56.4% of the actual signal-related construction cost and roadwork construction cost, estimated to be \$277,260 (plus CITY's cost for STATE furnished materials estimated to be \$5,600). In no event shall CITY's total obligation for roadway and signal construction costs under this Agreement, excluding costs referred to in Section III, Article (13), exceed the amount of \$311,150 which figure represents a 10% addition to CITY's estimated construction costs shown above; provided that CITY may, at its sole discretion, in writing, authorize a greater amount."
2. SECTION I, "CITY AGREES," Article (10) of the original Agreement is replaced in its entirety to read as follows:

"To bill STATE within fifteen (15) days prior to CITY's bid advertising date of a construction contract for PROJECT, the estimated amount of \$281,840 less the cost of STATE furnished equipment estimated to be \$5,600, which figure represents STATE's total share of the expense of contract administration, preliminary engineering, construction engineering, roadway and signal construction costs required to complete project."
3. SECTION II, "STATE AGREES," Article (1) of the original Agreement is replaced in its entirety to read as follows:

"To deposit with CITY within twenty-five (25) days of receipt of billing therefor (which billing will be forwarded fifteen (15) days prior to CITY's bid advertising date of a construction contract for PROJECT), the amount of \$281,840 less the cost of STATE furnished materials estimated to be \$5,600, which figure represents STATE's total estimated share of the expense of preliminary engineering, construction engineering, administrative, and roadway and signal construction costs required to complete PROJECT as shown on Exhibit "A", and made a part of this Agreement. STATE's total obligation for said anticipated PROJECT costs under this Agreement shall not exceed the amount of \$281,840 including STATE furnished materials and excluding costs referred to in Section III, Article (13) of this Agreement.
4. SECTION II, "STATE AGREES," Article (2) of the original Agreement is replaced in its entirety to read as follows:

"STATE's maximum share of the roadway and signal construction cost (estimated to be \$214,340) shall be an amount equal to 43.6% of the total actual signal and lighting related construction costs, including STATE's share of the actual roadwork construction costs as shown on Exhibit "A", including the cost of construction related claims and the cost of CITY defense of any of those claims, as determined after completion of work and upon final accounting of costs."

5. SECTION II, "STATE AGREES," Article (4) of the original Agreement is replaced in its entirety to read as follows:

"To pay CITY upon completion of all work and within thirty (30) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required to complete STATE's financial obligation pursuant to this Agreement, provided that STATE's total obligation does not exceed the amount of \$281,840 as stipulated in Article (1) of this Section II, exclusive of utilities referred to in Section III, Article (13) of this Agreement."

6. Revised Exhibit A dated June 8, 2006, which is attached and made a part of this Amendment supersedes Exhibit A shown in the original Agreement.
7. SECTION III, "IT IS MUTUALLY AGREED," Article (20) of the original Agreement is replaced in its entirety to read as follows:

"Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by CITY with concurrence of STATE, or on June 30, 2009, whichever is earlier in time; however, the ownership, operation, maintenance, liability and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related claim arising out of PROJECT be asserted against CITY, STATE agrees to extend the termination date of this Agreement and provide additional funding to cover STATE's proportionate share of costs after having the Agreement amended accordingly or execute a subsequent Agreement to cover those eventualities."

8. The other terms and conditions of said Agreement No. 8-1131 (Document No. 014954) shall remain in full force and effect.
9. This Amendment to Agreement is hereby deemed to be a part of Document No. 014954.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
Department Of Transportation

CITY OF VICTORVILLE

WILL KEMPTON
Director

By: *Miss Bethel*
Mayor

By: _____
MICHAEL A. PEROVICH
District Director

Attest: *Candice Bates*
City Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: *[Signature]*
Attorney,
Department of Transportation

By: *[Signature]*
Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: *Phuong Kim*
for Accounting Administrator

EXHIBIT "A"
 Estimate of Project Costs
 SR-18 at Amethyst Road
 June 8, 2006

DESCRIPTION	TOTAL	STATE SHARE HB4N	CITY SHARE LOCAL FUNDS
Construction Roadway/Signal	\$491,600	\$214,340 (43.6%)	\$277,260 (56.4%)
Right of Way	\$78,000	\$0 (0.0%)	\$78,000 (100%)
Preliminary Engineering	\$45,000	\$22,500 (50.0%)	\$22,500 (50.0%)
Construction Support	\$45,000	\$22,500 (50.0%)	\$22,500 (50.0%)
Contract Administration	\$45,000	\$22,500 (50.0%)	\$22,500 (50.0%)
TOTAL	\$704,600	\$281,840	\$422,760

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 30, 2006
City Engineer *BB for JAM*

SUBJECT: Release of the remaining 20% of the Street Bond for Tract 16122.

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bond for Streets and the associated Labor and Materials Bonds.

FISCAL IMPACT: None

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

DISCUSSION: Frontier Homes has requested an exoneration of the Street Bond for Tract 16122. This work has been completed satisfactorily, the warranty period has been met and the Engineering Dept. recommends release of the remaining 20% for Streets and of the Faithful Performance Bond and associated Labor and Materials Bonds.

Tract 16122 Street Bond No. B34231242



HYATT POINTE, LLC

August 14, 2006

RECEIVED
AUG 14 2006
ENGINEERING DEPT

HAND DELIVERED

Helen Wilson, P.E.
Associate Civil Engineer
Engineering Department, City of Victorville
14206 Amargosa Road
Victorville, CA 92392

Re: Hyatt Pointe, LLC – Tract 16122
Bond **Exoneration** – Sewer Improvements *and STREET*

Dear Ms. Wilson:

As the owner and developer for Tract 16122, Frontier Homes has a bond for work to be completed at the above-referenced project:

Bond No.: B34231241
Amount: \$23,781.12
Improvement: Sewer

According to our records, the above mentioned bond has been officially reduced. This tract has been inspected by Phil, Victorville's Engineering Inspector. He has told our Superintendent Charles Meyer that he will write a letter informing you that the sewer has passed the remaining twenty percent (20%). Frontier Homes is requesting the remaining 20% for both Performance and Labor & Materials bonds to be 100% exonerated. Once the bond is officially exonerated, please provide our office with written confirmation.



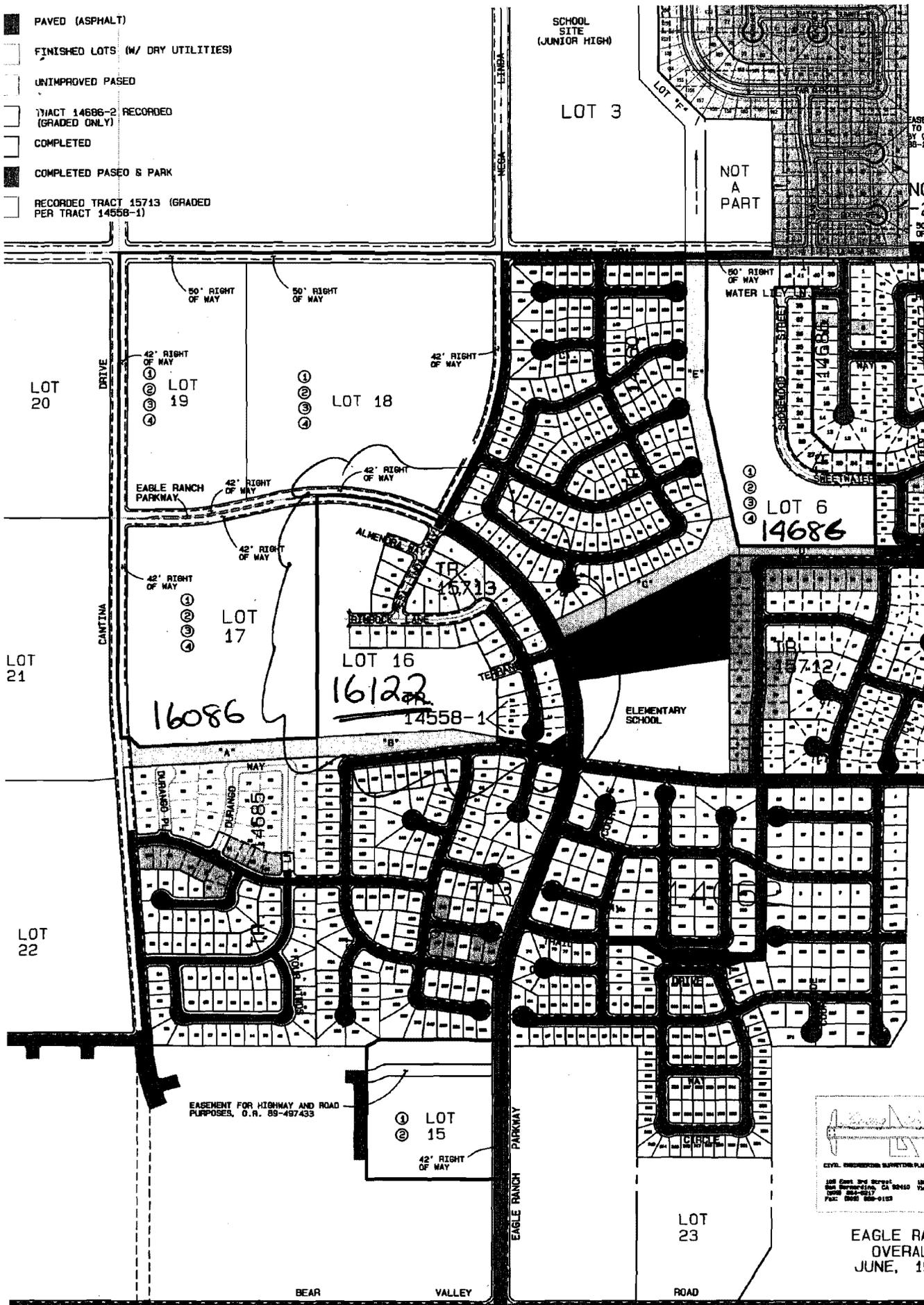
B34231241
August 14, 2006
Page 2

If you need any additional information regarding this bond or any other bonds, please feel free to contact me at (760) 792-2590. Thank you for your time and assistance in this matter.

Sincerely,

Michael Valtier
Frontier Homes
Planning Specialist

- PAVED (ASPHALT)
- FINISHED LOTS (W/ DRY UTILITIES)
- UNIMPROVED PAVED
- TRACT 14686-2 RECORDED (GRADED ONLY)
- COMPLETED
- COMPLETED PASEO & PARK
- RECORDED TRACT 15713 (GRADED PER TRACT 14558-1)



[Signature]
 CIVIL ENGINEER SURVEYOR
 200 East 3rd Street
 San Francisco, CA 94105
 TEL: 555-555-0123

EAGLE RA
 OVERAL
 JUNE, 19



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 30, 2006
City Engineer *BB for JAM*

SUBJECT: Release Monumentation Bond for Tract 16860.

RECOMMENDATION: Approval of release of Monumentation Bond.

FISCAL IMPACT: None

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

DISCUSSION: Frontier Homes has requested the release of Monumentation Bonds for Tract 16860. The Monumentation has been checked and found to be in order. The Engineering Dept. is requesting release of Bond No. CDS560779.



RECEIVED
SEP 17 2006
ENGINEERING

Autumn Glen, LLC

September 18, 2006

HAND DELIVERED

Helen Wilson, P.E.
Associate Civil Engineer
City of Victorville
14206 Amargosa Road
Victorville, CA 92392

**Re: Autumn Glen, LLC – Tract 16860, Autumn Glen II
Monument Bond Release**

Dear Ms. Wilson:

As owner and developer for Tract 16860, Frontier Homes have bonds for work to be completed at the above mentioned project:

Bond No.: CDS60779
Amount: \$5000.00
Improvement: Monuments

The Monuments has been completed and inspected by Mr. Mike Trackett on or about September 15, 2006. Frontier Homes Superintendent, Chris Boren has delivered to the City of Victorville the Tract Map of 16680 with centerline ties and a signed letter from our survey company J.E. Survey. Per the City's Bond Release Procedure, we respectfully request the City to release 100% of the Monument Bond. Once the bonds have been officially released, please provide our office with written confirmation.



Tract 16860
Monument Bond
September 18, 2006
Page 2

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
(760) 792-2590

115 1684-

SUBDIVISION MONUMENT BOND

Bond No. CDS60779
Premium \$100.00

WHEREAS, City of Victorville, and Autumn Glen Properties, LLC (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Tract No. 16860, 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 installation of monuments pursuant to said agreement.

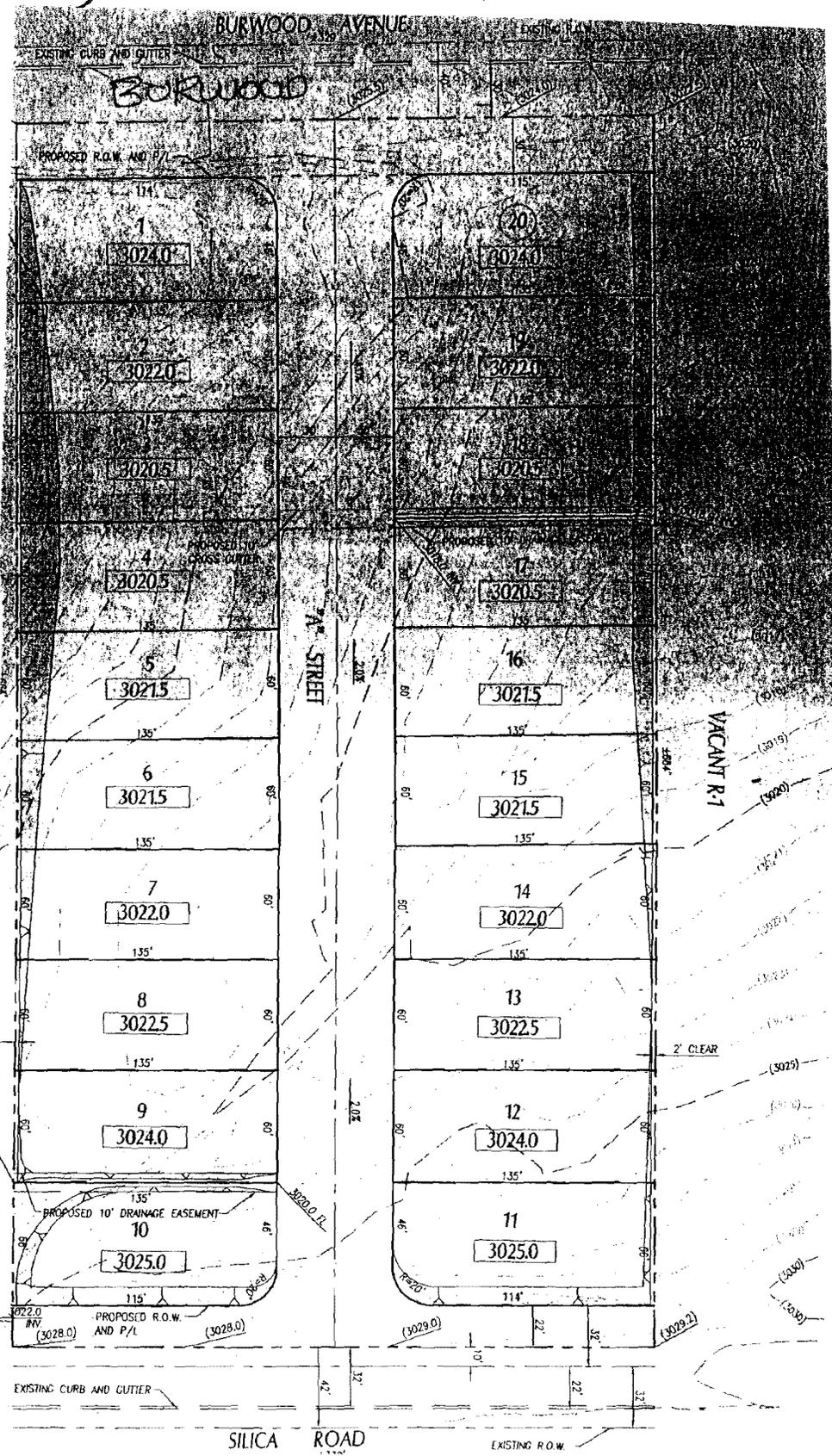
WESTERN INSURANCE
COMPANY

NOW, THEREFORE, we, the principal and WESTERN INSURANCE COMPANY, as surety, are held and firmly bound unto the City of Victorville hereinafter called ("City"), in the sum of Five Thousand & no/100---- dollars (\$5,000.00--), for the payment of which sum 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 this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the installation of monuments pursuant to 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 City, 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 face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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.



AN

TRACT 16860



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 30, 2006
City Engineer *BB for JAMES*

SUBJECT: Release of the remaining 20% of the Street and Sewer Bonds for Tract 16280-2.

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bond for Street and Sewers and the associated Labor and Materials Bonds.

FISCAL IMPACT: None

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

DISCUSSION: JD Pierce has requested an exoneration of the Street and Sewer Bonds for Tract 16280-2. This work has been completed satisfactorily, the warranty period has been met and the Engineering Dept. recommends release of the remaining 20% for Streets and Sewer and of the Faithful Performance Bond and associated Labor and Materials Bonds.

Tract 16280-2 Street Bond No. B34224715
Tract 16280-2 Sewer Bond No. B34224717



RECEIVED
APR 19 2006
ENGINEERING DEPT.

Ms. Helen Wilson
City of Victorville
14343 Civic Center Drive
Victorville, CA 92392-2399

April 14, 2006

Re: Tract 16280-2 Faithful Performance Bond Release

Dear Ms. Wilson,

I am writing this letter to request that we receive a release of the faithful performance street and sewer bonds for Tract 16280-2. These bonds were originally reduced on April 19, 2005 and are approaching the 20% release on April 19, 2006. For your reference the street bond is B34224715, and the sewer bond is 34224717.

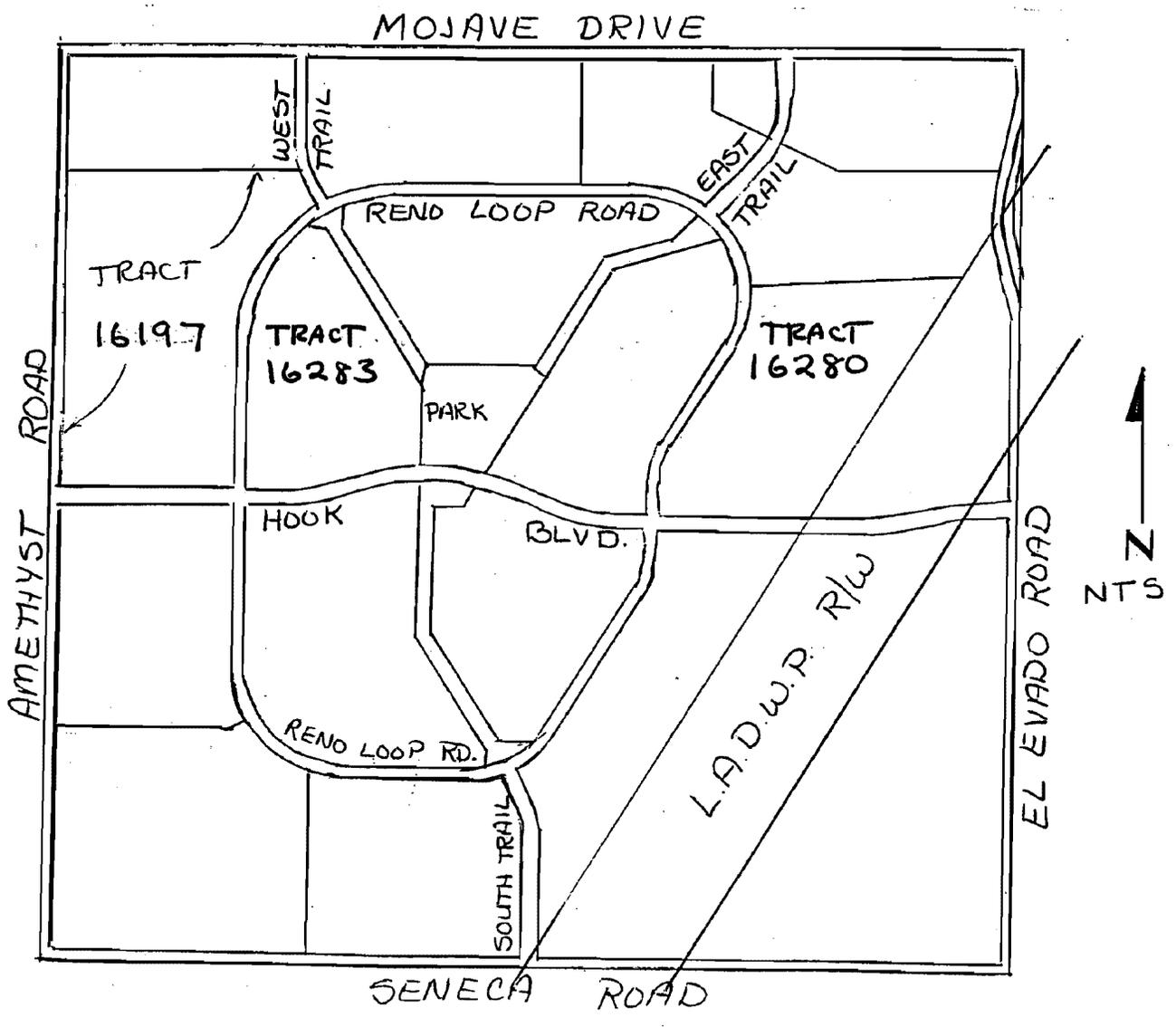
Please let me know if we can proceed with the release of the faithful performance bonds.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Kulmaticki', written in a cursive style.

Peter Kulmaticki
Assistant Project Manager

TRACTS 16283, 16197 & 16280



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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 30, 2006
City Engineer BB for JAMeb

SUBJECT: Release of Labor and Materials portion of the Street and Sewer bonds for Tract 16446.

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 Company has constructed the streets and sewers for Tract 16446. The streets and sewers were accepted for maintenance at the City Council meeting of April 18, 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 16446 Street Bond No. 836885S
Tract 16446 Sewer Bond No. 836884S



Ms. Helen Wilson
City of Victorville
Engineering Department
14343 Civic Drive
Victorville CA, 92393

October 13, 2006

Re: Tract 16446 Bond Release

Helen,

I am writing this letter to request that we receive a release of the street and sewer, labor and material portion bond for Tract 16446.

The bonds are as follows: 836884S for Sewer and 82685S for the Streets.

Please let me know if we can proceed with the release of these bonds as they are due for release of the 18th of October 2006.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Kulmaticki". The signature is fluid and cursive, with the first and last names being the most prominent.

Peter Kulmaticki
Assistant Project Manager



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 30, 2006
City Engineer *BB for JAM*

SUBJECT: Release of the Labor and Materials portion of the Sewer Bonds for Tract 16247, Phases 3, 4, 5, & 6.

RECOMMENDATION: Approval of the release of the Labor and Material portion of the sewer bonds.

FISCAL IMPACT: None

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

DISCUSSION: Covenant Group has constructed the sewer for Tract 16247, Phases 3, 4, 5, & 6. The sewers were accepted for maintenance at the City Council meeting of April 4, 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 16247-3 Sewer Bond #B36005265
Tract 16247-4 Sewer Bond #211412
Tract 16247-5 Sewer Bond #227017
Tract 16247-6 Sewer Bond #661114529



September 20, 2006

City of Victorville
Helen Wilson
14343 Civic Drive
Victorville, CA. 92593

Re: Full Release for Sewer Labor and Material Bonds
Tract 16247-3, 16247-4, 16247-5, & 16247-6

Dear Helen,

We are at this time requesting full release of the following Labor and Material Bond's that were approved for release six months ago at the April 4, 2006 City Council Meeting:

- Bond No. B36005265 – Labor and Material Bond – Sewer Improvements – in the amount of \$27,558.30
- Bond No. 211412 – Labor and Material Bond – Sewer Improvements – in the amount of \$19,488.00
- Bond No. 227017 – Labor and Material Bond – Sewer Improvements – in the amount of \$12,380.00
- Bond No. 661114529 – Labor and Material Bond – Sewer Improvements – in the amount of \$18,577.90

Please add these bonds to your agenda calendar for the appropriate Council Meeting. I am attaching a copy of the bonds and also a copy of the release letter for your convenience.

Please contact me with any questions. As always, your help is greatly appreciated.

Sincerely,

Suzanne Langley
Covenant Development

29995 Technology Drive, Ste 201 * Murrieta, CA. 92563
Phone 951/834-9040 * Fax 951/834-9046

CITY OF
VICTORVILLE



MAY 09 2006

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

May 8, 2006

Suzanne Langley
Covenant Development Inc.
29995 Technology Dr., Ste. 201
Murrieta, CA 92563

Re: Tract 16247 Phases 3, 4, 5 & 6

Dear Ms. Langley:

At a regular meeting held April 4, 2006, the City Council of the City of Victorville approved the request for the 80% release of the Faithful Performance Bonds only for sewer improvements for the above-captioned tract. Accordingly, the following bonds are reduced by 80%:

Bond No. B36005265 – Faithful Performance Bond – Sewer
Improvements – in the amount of \$55,116.60

Bond No. 211412 – Faithful Performance Bond – Sewer
Improvements – in the amount of \$38,977.00

Bond No. 227017 – Faithful Performance Bond – Sewer
Improvements – in the amount of \$24,761.00

Bond No. 661114529 – Faithful Performance Bond – Sewer
Improvements – in the amount of \$37,155.80

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 Material Bonds may be released in their entirety.

PLEASE BE ADVISED THAT IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT THE BOND REDUCTION/RELEASE INFORMATION IS PROVIDED TO THE BONDING COMPANY SO THAT THE APPROPRIATE REDUCTION/RELEASE CAN BE PROCESSED.

If you have any questions, I may be reached at 760.955.5026.

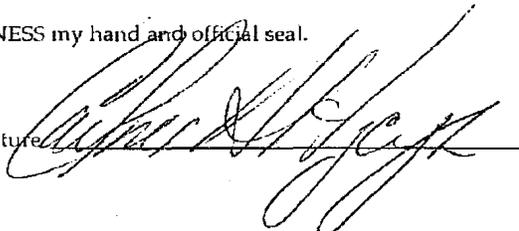
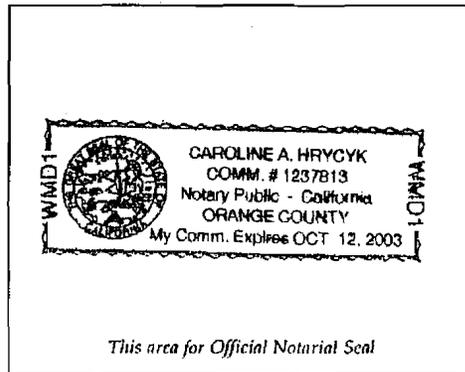
-10-4-06

STATE OF California }
 COUNTY OF Orange } ss.
 On March 26, 2003, before me, Caroline A. Hrycyk
 PERSONALLY APPEARED Natalie Caicedo

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.

Signature

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- LIMITED
- GENERAL

ATTORNEY-IN-FACT

- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

Gulf Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**GULF INSURANCE COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK.

KNOW ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Connecticut, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

Keith E. Sandrock

Patricia J. Sandrock

Natalie Caicedo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed five million (5,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



GULF INSURANCE COMPANY

Lawrence P. Minter

Lawrence P. Minter
Executive Vice President

On this 1st day of October, AD 2001, before me came Lawrence P. Minter, known to me personally who being by me duly sworn, did depose and say: that he resides in the County of Bergen, State of New Jersey; that he is the Executive Vice President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS



Angie Mahabir-Begazo

ANGIE MAHABIR-BEGAZO
Notary Public, State of New York
No. 01MA6019988
Qualified in Kings County
Commission Expires February 16, 2007

I, the undersigned, Senior Vice President of the Gulf Insurance Company, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 26 day of March, 2003

George Biancardi

George Biancardi
Senior Vice President



American Contractors Indemnity Company

9541 AIRPORT BOULEVARD, 9TH FLOOR, LOS ANGELES, CA 90045 (310) 649-0990

SUBDIVISION IMPROVEMENTS LABOR AND MATERIAL BOND

BOND NO. 211412
PREMIUM INCLUDED IN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Covenant/Victorville 203, LLC, as Principal,
and American Contractors Indemnity Company, a corporation organized and doing business
under and by virtue of the laws of the State of California and duly licensed to conduct a general surety business in the State of California as
Surety, are held and firmly bound unto the The City of Victorville
as Obligee, in the penal sum of Nineteen thousand four hundred eighty eight and 00/100***
(\$ 19,488.00) 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
The City of Victorville State of California, as Obligee, for the designated public
improvements in the subdivision identified as Tract 16247 Phase 4 Sewer
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 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
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
The 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 July 30, 2004

PRINCIPAL: Covenant/Victorville 203, LLC

SURETY: American Contractors Indemnity Company

Nafate Calcedo Lopez

Attorney-in-Fact

STATE OF California }
COUNTY OF Orange } SS.

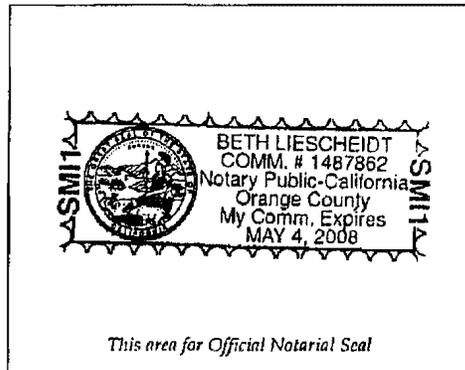
On July 30, 2004, before me, Beth Liescheidt

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.

Signature Beth Liescheidt



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- LIMITED
- GENERAL

ATTORNEY-IN-FACT

- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

American Contractors Indemnity Company

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



American Contractors Indemnity Company
9841 Airport Blvd., 9th Floor Los Angeles, California 90045

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

Keith E. Sandrock Sr., Patricia J. Sandrock or Natalie Caicedo Lopez of Irvine, California

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ ***3,000,000.00***Dollars. This Power of Attorney shall expire without further action on March 18, 2007.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

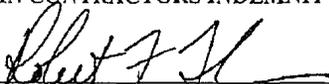
1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

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

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Chief Executive Officer on the 15th day of December, 2003.



AMERICAN CONTRACTORS INDEMNITY COMPANY

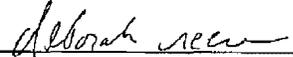
By: 
Robert F. Thomas, Chief Executive Officer

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

§
§

On this 15th day of December 2003, before me, Deborah Reese, a notary public, personally appeared Robert F. Thomas, Chief Executive Officer of American Contractors Indemnity Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

WITNESS my hand and official seal.

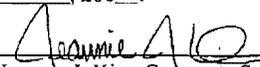

Signature of Notary
My Commission expires March 18, 2007



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 30 day of July, 2004.

Bond No. 211412 Sub. Improv. Labor & Material


Jeannie J. Kim, Corporate Secretary

Agency No. #2204



American Contractors Indemnity Company

9841 AIRPORT BOULEVARD, 9TH FLOOR, LOS ANGELES, CA 90045 (310) 619-0990

**SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND**

BOND NO. 227017
PREMIUM INCLUDED IN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Covenant/Victorville 203, LLC, as Principal,
and American Contractors Indemnity Company, a corporation organized and doing business
under and by virtue of the laws of the State of California and duly licensed to conduct a general surety business in the State of California as
Surety, are held and firmly bound unto the The City of Victorville
as Obligee, in the penal sum of Twelve thousand three hundred eighty and 00/100***
(\$ 12,380.00) 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 The City of Victorville, State of California, as Obligee, for the designated public
improvements in the subdivision identified as Tract 16247 Phase 5 Sewer,
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 bond and
sufficient payment bond with the 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
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
The 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 judgment 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 in
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 July 30, 2004

PRINCIPAL: Covenant/Victorville 203, LLC

SURETY: American Contractors Indemnity Company

Natalie Calcedo-Lopez

Attorney-in-Fact

STATE OF California
COUNTY OF Orange } SS.

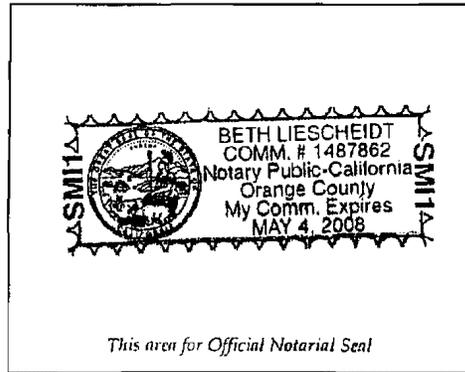
On July 30, 2004, before me, Beth Liescheidt

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.

Signature *Beth Liescheidt*



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S) _____

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

American Contractors Indemnity Company

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor Los Angeles, California 90045

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

Keith E. Sandrock Sr., Patricia J. Sandrock or Natalie Caicedo Lopez of Irvine, California

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ ***3,000,000.00*** Dollars. This Power of Attorney shall expire without further action on March 18, 2007.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

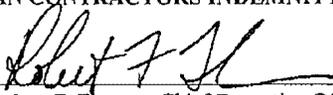
- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

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

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Chief Executive Officer on the 15th day of December, 2003.



AMERICAN CONTRACTORS INDEMNITY COMPANY

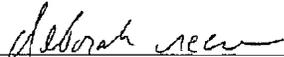
By: 
Robert F. Thomas, Chief Executive Officer

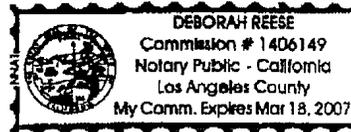
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

§
§

On this 15th day of December 2003, before me, Deborah Reese, a notary public, personally appeared Robert F. Thomas, Chief Executive Officer of American Contractors Indemnity Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

WITNESS my hand and official seal.

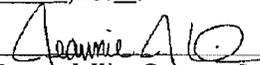

Signature of Notary
My Commission expires March 18, 2007



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 30 day of July, 2004

Bond No. 227017 Sub. Improv. Labor & Material


Jeannie J. Kim, Corporate Secretary

Agency No. #2204



SUBDIVIDER'S PAYMENT BOND
(Subdivision Agreement)

Bond No. : 661114529

Premium: \$Included in Performance Bond

WHEREAS, and Covenant/Victorville 203, LLC (hereinafter designated as "principal") and the City of Victorville (hereinafter designated as "obligee"), have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project Tract No. 16247 - Sewer, is hereby referred to and made a part hereof; and,

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 obligee to secure the claims to proper laborers and materialmen (suppliers) having placed work on subject project.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the the City of Victorville and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement in the sum of Eighteen Thousand Five Hundred Seventy Seven and 90/100 dollars (\$ 18,577.90), for materials furnished or labor thereon of any kind, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable attorney's fees, incurred by City 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 judgment therein rendered.

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, however, the Surety shall not be liable for a greater sum than the amount specified in the bond..

In witness whereof, this instrument has been duly executed by the principal and surety above named, on August 23rd, 2005.

Principal

Covenant/Victorville 203, LLC

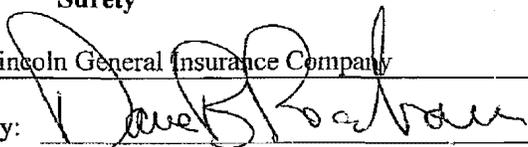
By: _____

Address of Surety:

701 B Street, Ste. 2100
San Diego, CA 92101
(800) 903-5489

Surety

Lincoln General Insurance Company

By:  _____

Dave B. Roalkvam
Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

8/23/2005

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

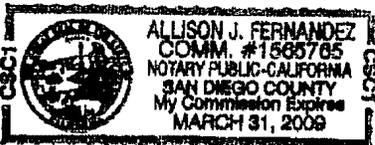
County of San Diego

On 8/23/05 before me, Allison J. Fernandez

personally appeared Dave B. Roalkvam

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.

Allison J. Fernandez
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
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER	Title or Type of Document
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input checked="" type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL	Number of Pages
<input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR OTHER: _____	Date of Document
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) <u>Lincoln General Insurance Company</u>	Signer(s) other than named above

LINCOLN GENERAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Lincoln General Insurance Company, organized and existing by virtue of the Laws of the Commonwealth of Pennsylvania, does hereby nominate, constitute and appoint:

Dave B. Roalkvam

his true and lawful Attorney(s)-in-Fact to sign, seal and execute for and on its behalf, as surety, bonds, undertakings, and other obligatory instruments of similar nature, and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation, and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

RESOLVED that this Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the Board of Directors of Lincoln General Insurance Company on the 4th day of September, 2002.

RESOLVED that the President, an Executive or Senior Vice President, or any Vice President of the Company, together with the Secretary or any Assistant Secretary are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute sign, seal and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER that the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing or photocopying.

IN WITNESS WHEREOF, Lincoln General Insurance Company has caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers this 15th day of October, 2004.

[Signature of Secretary]

Secretary

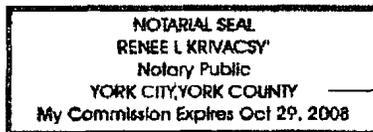
[Signature of President]

President



On this 15th day of October, 2004, before me personally came John T. Clark, to me known, who being duly sworn, did depose and say: that he is the President of the Corporation described in and which executed the above instrument: that he knows the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company, and that he executed the said instrument by like order and authority and the same was his free act and deed.

The Commonwealth of Pennsylvania
York County



[Signature of Notary]

I, Gary J. Orndorff, Secretary of Lincoln General Insurance Company, a corporation of the Commonwealth of Pennsylvania do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at York, Pennsylvania, this 23rd day of August, 2005.



[Signature of Secretary]

Secretary



AGENDA ITEM

CITY COUNCIL MEETING OF: **November 7, 2006**

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

DATE: October 17, 2006

SUBJECT: **Notice of Completion – Doris Davies Park Parking & Security Lighting,
Project #BM06-035**

RECOMMENDATION: That the Honorable City Council accept as completed the above referenced project.

DISCUSSION:

The above captioned project has been satisfactorily completed and inspected. The Community Services Department would recommend acceptance of the project and the filing of the Notice of Completion.

AMP
AMP/bm *BM*

cc: Jon Gargan, Director of Community Services

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

No
 Yes/\$Amount:

Finance Director Review and
Approval *AMP*

Recording Requested By:

CITY OF VICTORVILLE

And When Recorded Mail To:

City of Victorville
P.O. Box 5001
Victorville, CA 92393-5001

Space above this line for Recorder's Use _____

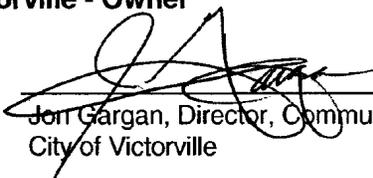
**PUBLIC CONTRACT
NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The work of improvement set forth in the contract documents for this project #BM06-035, Doris Davies Park Parking & Security Lighting, was successfully completed on 10/12/06.
2. The full name and address of the contractor is: F.E.C. Electric, Inc.
P. O. Box 77
Redlands, CA 92373
3. The location of the project is: 16300 Pebble Beach Drive, Victorville, CA 92395
AP# 0477-271-66
4. Any communications relating to the subject work of improvement shall be directed to the Community Services Department, 14343 Civic Drive, Victorville, California 92392.

City of Victorville - Owner

Dated: 10-17-06 _____



Jon Gargan, Director, Community Services
City of Victorville

The CITY OF VICTORVILLE in accordance with minute action taken this 7th day of November, 2006 hereby accepts the above work of improvements as set forth in the contract documents and all change orders applicable thereto subject to the guarantees as set forth in said contract documents.

Dated: _____

Mike Rothschild
MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO }
CITY OF VICTORVILLE }

On _____, 2006, before me, _____ personally appeared _____ 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.

Signature _____

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

(Received 10/16/06)

Bruce,

Staff had a final walk thru on the project last Thursday 10/12/06 and we finalized the project. The project is now 100% completed.

Chuck

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

From: Bruce Miller
Sent: Monday, October 16, 2006 10:25 AM
To: Chuck Reynolds
Subject: Doris Davies Parking and Security Lighting, Project BM06-035

Please advise status of the above referenced project.

Please contact me if you have any comments or questions.

Thank you,

Bruce Miller, Buyer
City of Victorville - Purchasing Division
Phone: (760) 955-5085
Fax: (760) 269-0045
Email: bmiller@ci.victorville.ca.us



A G E N D A I T E M

CITY COUNCIL MEETING OF: November 7, 2006

*SUBMITTED BY: John A. McGlade
City Engineer*

DATE: October 30, 2006

SUBJECT: Final approval of Tract 17426

RECOMMENDATION: Approval of Final Map for Tract 17426.

FISCAL IMPACT: None

*Finance Dept. Use Only
Additional Appropriation*

No _____

Yes/\$ Amount _____

Finance Director Review

\$ Approval _____

DISCUSSION: Skyland Investments has requested final acceptance of Tract 17426 located south of Eucalyptus and west of Mesa Linda St.

Consent
#6U
11-7-06

RECEIVED
OCT 02 2006
ENGINEERING DEPT.

SKYLAND INVESTMENTS, INC.
2801-A GUASTI RD. #2645
GUASTI, CA91743

September 29, 2006

City of Victorville
Helen Wilson P.E.
Associate Civil Engineer
14343 Civic Drive
Victorville, Ca92393

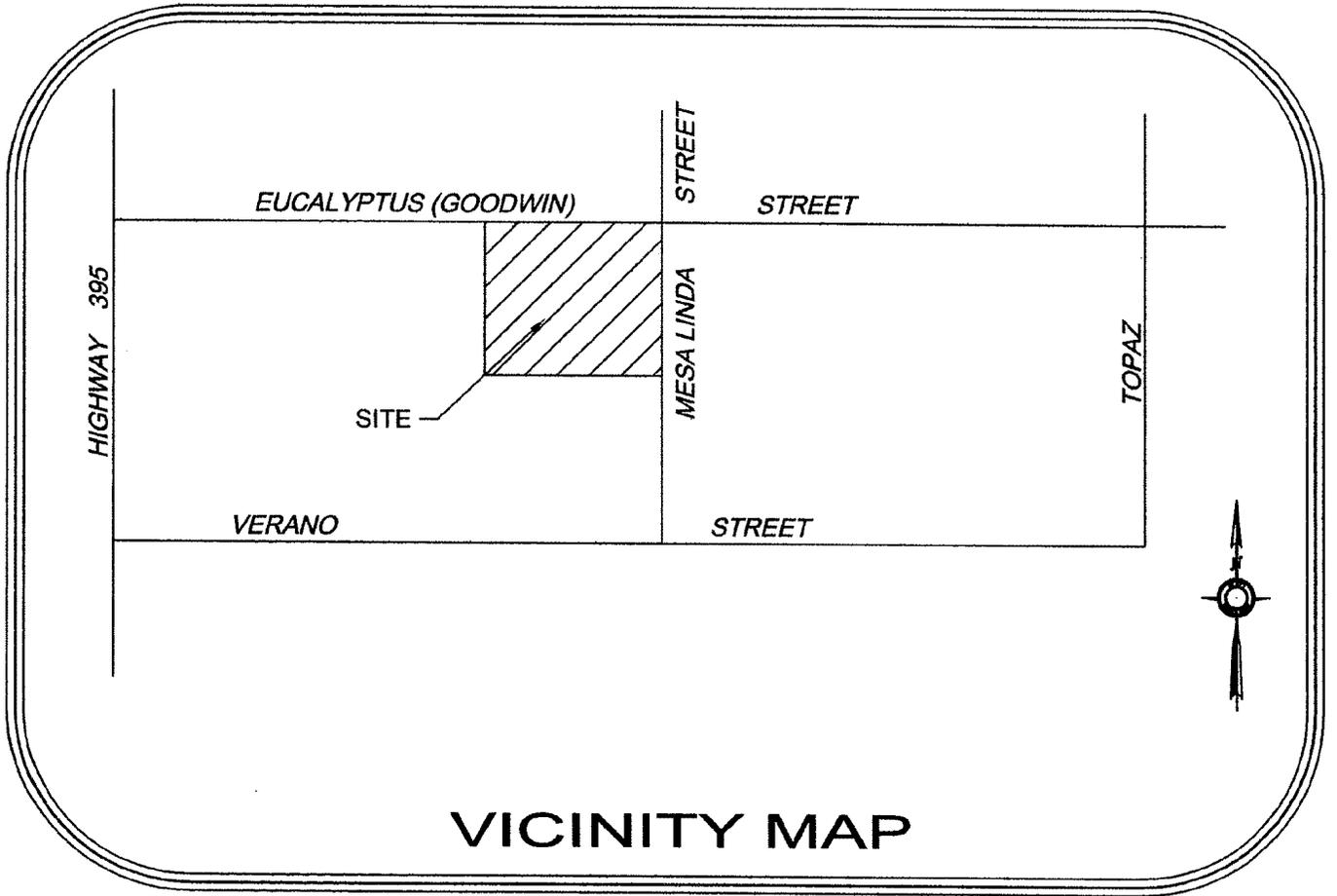
RE: Tract Map 17426

This is a letter of request for final approval by City Council for Tract #17426.

Sincerely,



Dwight French
Skyland Investments, Inc.



VICINITY MAP

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Rod Sorensen 
Interim Director of Public Works

Date: October 25, 2006

SUBJECT:

Amendment to Joint Powers Agreement with the Victor Valley Transit Authority.

RECOMMENDATION:

Authorize the Mayor to execute the amendment to the Joint Powers Agreement (JPA) with the Victor Valley Transit Authority (VVTA) on behalf of the City of Victorville.

FISCAL IMPACT:

None.

Budget Amount: N/A
Budget Account No.:

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

DISCUSSION:

In July of 1989, the Town of Apple Valley, the County of San Bernardino, and the Cities of Adelanto, Hesperia, and Victorville created a joint powers authority (JPA) to operate a regional transportation system called the Victor Valley Transit Authority (VVTA).

The JPA was updated in July 2002 to address changes that had occurred over the last thirteen years, including a three-year gradual change to the allocation of administrative expenses paid by each JPA jurisdiction. This change ultimately resulted in the administrative costs being allocated equally—or, 20%—to each member agency. In previous years, Victorville's share was 26%.

During last year's budget process, the VVTA Board neglected to approve the JPA amendment adopting the revised administrative cost percentages. Consequently, the amendment was recently approved at the August 21, 2006 VVTA Board meeting and now requires formal approval from all five JPA member jurisdictions.

The amendment is attached for formal approval by your honorable body.

**AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF SAN BERNARDINO AND THE CITIES OF VICTORVILLE,
ADELANTO, HESPERIA, AND THE TOWN OF APPLE VALLEY
CREATING THE VICTOR VALLEY TRANSIT AUTHORITY**

This AGREEMENT AMENDMENT, dated for convenience on the 21st day of August, 2006, by and between the COUNTY OF SAN BERNARDINO and the Cities of Victorville, Adelanto, and Hesperia, and the town of Apple Valley (collectively, "parties"), all or which are bodies politic in the STATE OF CALIFORNIA.

WITNESSETH

WHEREAS, the parties entered into a revised Joint Powers Agreement dated July 15, 2002; and

WHEREAS, the parties desire to amend the provisions covering the annual financial support by each of the member agencies.

NOW THEREFORE, the County and the Cities above-mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

1. **SECTION 6. Financing - Fiscal Year.**, subsection G., shall be amended to add the following at the end of the subsection:

Fiscal Year 2005/06: 20% each to the cities of Victorville, Adelanto, Hesperia, and the town of Apple Valley and the County.

2. Except as amended herein, all of the provisions of the Joint Powers Agreement dated the 15th day of July, 2002, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AMENDMENT to be executed and attested to by their proper officers thereunto duly authorized, as of the day herein first above written.

IN WITNESS THEREOF, the parties executed this AGREEMENT AMENDMENT.

THE CITY OF VICTORVILLE

ATTEST:

By:

By:

Mayor, City of Victorville

City Clerk, City of Victorville

THE CITY OF ADELANTO

ATTEST:

By:

By:

Mayor, City of Adelanto

City Clerk, City of Adelanto

THE CITY OF HESPERIA

ATTEST:

By:

By:

Mayor, City of Hesperia

City Clerk, City of Hesperia

THE TOWN OF APPLE VALLEY

ATTEST:

By:

By:

Mayor, Town of Apple Valley

Town Clerk, Town of Apple Valley

COUNTY OF SAN BERNARDINO:

By _____
Bill Postmus, Chairman
Board of Supervisors

Date _____

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

DENA M. SMITH,
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Date _____

APPROVED AS TO LEGAL FORM:

DENNIS E. WAGNER, Interim County Counsel
San Bernardino County, California

By _____
Deputy

Date _____

**AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN THE
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THE CITY OF VICTORVILLE

ATTEST:

By:

By:

Mayor, City of Victorville

City Clerk, City of Victorville

THE CITY OF ADELANTO

ATTEST:

By:

By:

Mayor, City of Adelanto

City Clerk, City of Adelanto

THE CITY OF HESPERIA

By: _____

Mayor, City of Hesperia

ATTEST:

By: _____

City Clerk, City of Hesperia

THE TOWN OF APPLE VALLEY

By: _____

Mayor, Town of Apple Valley

ATTEST:

By: _____

Town Clerk, Town of Apple Valley

COUNTY OF SAN BERNARDINO:

By _____
Bill Postmus, Chairman
Board of Supervisors

Date _____

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

DENA M. SMITH,
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Date _____

APPROVED AS TO LEGAL FORM:

DENNIS E. WAGNER, Interim County Counsel
San Bernardino County, California

By _____
Deputy

Date _____

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Jon Gargan 
Director of Community Services

Date: October 24, 2006

SUBJECT: RESOLUTION 06-144 FOR THE TIRE-DERIVED PRODUCT (TDP) GRANT PROGRAM.

RECOMMENDATION: In order to qualify for funding under the Tire-Derived Product (TDP) Grant Program under the California Integrated Waste Management Board (CIWMB), Resolution 06-144 needs to be approved.

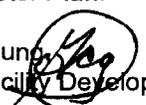
FISCAL IMPACT: Grant does not require matching funds.

Budget Amount: _____
Budget Account No.: _____

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

DISCUSSION:

The Victorville Community Services Department is eligible to receive funds in the amount of \$41,173.00 from the Tire-Derived Product Grant Program under the California Integrated Waste Management Board. These funds will be used to purchase recycled 100% California waste tire products to be installed in the outdoor health track along Hook Park and a pathway through xeriscape next to Victorville Library Building in accordance with the Community Services Department Master Plan.

Submitted by: Gerald Young 
Park & Facility Development Manager

JG/ GY: pt

Attachment: Resolution No. 06-144

RESOLUTION NO. 06-144

A RESOLUTION OF THE CITY OF VICTORVILLE, CALIFORNIA APPROVING THE VICTORVILLE COMMUNITY SERVICES DEPARTMENT TO APPLY FOR TIRE-DERIVED PRODUCT GRANT PROGRAM TO BE APPLIED TO HEALTH TRACK AT HOOK PARK AND PATHWAY NEXT TO XERISCAPE AT VICTORVILLE LIBRARY.

THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, The California Integrated Waste Management Board has announced the availability of funds for grants; and

WHEREAS, said grant is intended to promote markets for recycled-content products derived from waste tires generated in California; and

WHEREAS, the Community Services Department proposed to sponsor a grant application; and

WHEREAS, we consider the prospects of receiving such a grant to be reasonable likely.

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

1. Approve the application of the Community Services Department for the tire-derived product grant program.
 2. If offered such a grant, we authorize the Director of Community Services or his designee to accept the grant and sign any contract for administration of the grant funds.
 3. If offered such a grant, we authorize the Director of Community Services to develop a work plan for the project.
 4. If offered such grant, we authorize the Director of Finance to submit invoices to California Environmental Protection Agency for activities carried out under the work plan for the grant contract.
-



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

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

DATE: October 25, 2006

SUBJECT: **APPROPRIATION LIMIT FOR THE FISCAL YEAR 2006-2007**

RECOMMENDATION: Staff recommends approval of 2006-2007 appropriations limit in the amount of \$510,031,750 and adopt Resolution No. 06-185.

FISCAL IMPACT: If appropriations limit is not reviewed and adjusted, the City would be liable to return to the taxpayers proceeds of taxes received in excess of the limit.

Budget Amount: N/A

Budget Account No.: N/A

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

No
 Yes/\$Amount:

Finance Director Review and
Approval *AP*

DISCUSSION:

The original Article XIII B (Proposition 4) and its implementing legislation Chapter 1205/80 and modifications by Proposition 111 and Senate Bill 88 (Chapter 60/90) specify that the Appropriations Limit for Fiscal Year 2006-2007 may increase annually by the higher of City population growth (8.69%) or County population growth (2.10%), multiplied by the higher of growth in the California Per Capita Income (3.96%) or the growth in the non-residential assessed valuation due to new construction within the City (6.4045%).

The Appropriations Limit for the Fiscal Year 2006-2007 may be increased to \$510,031,750 (1.06405 x 1.0869 x Fiscal Year 2005-2006 limit of \$441,009,178).

aom
C:\Agenda Item-AppropLimit.doc

RESOLUTION 06-185

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE ESTABLISHING AND ADOPTING THE ANNUAL
APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2006-2007**

WHEREAS, the total appropriations subject to the appropriations limit as defined by Article XII B of the California Constitution for the base year 1978-79 was \$3,698,798; and

WHEREAS, based on growth in California Personal Income or growth in the non-residential assessed valuation due to new construction within the city and population growth of the city or county as required by Article XIII B (Proposition 4) and modified by Proposition 111; and

WHEREAS, the appropriations limit for fiscal year 2005-2006 was set by Resolution No. 05-170 at \$441,009,178 and

WHEREAS, the growth in the nonresidential assessed valuation due to new construction was 6.4045 percent; and the population growth within the City of Victorville January 1, 2005 to January 1, 2006, was 8.69 percent; these percentages multiplied by the 2005-2006 appropriations limit of \$441,009,178 sets the 2006-2007 limit at \$510,031,750; and

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

SECTION 1. That the appropriations limit for the Fiscal Year 2006-2007 be set at \$510,031,750.

**CITY OF VICTORVILLE
APPROPRIATIONS LIMIT**

Each city may choose:

- The % change in California Per Capita Personal Income
- or: The % change in local assessment roll due to the addition of local nonresidential new construction

and:

- or: The population growth of the city
- The population growth of the county

Date:	Growth in nonresidential assessed valuation due to new construction	Ratio to use	OR	Growth in California Personal Income	Ratio to use	AND	Population growth of City	Ratio to use	OR	Population growth of County	Ratio to use	Appropriation Limit
												35,835,448
94-95	21.8631	1.218631		0.71	1.0071		5.89	1.0589		1.56	1.0156	46,242,362
95-96	-6.7798	0.932202		4.72	1.0472		5.64	1.0564		1.62	1.0162	51,156,171
96-97	-218.2477	-1.182477		4.67	1.0467		1.97	1.0197		1.02	1.0102	54,600,004
97-98	63.5773	1.635773		4.67	1.0467		0.81	1.0081		0.09	1.0009	90,036,650
98-99	-435.5657	-3.355657		4.15	1.0415		0.96	1.0096		0.98	1.0098	94,692,148
99-00	-430.2632	-3.302632		4.53	1.0453		1.29	1.0129		1.37	1.0137	100,337,752
00-01	-430.2632	-3.302632		4.91	1.0491		2.27	1.0227		1.82	1.0182	107,653,836
01-02	44.6861	1.446861		7.82	1.0782		2.45	1.0245		1.95	1.0195	159,576,260
02-03	11.4860	1.114860		(1.27)	0.99		3.75	1.0375		2.72	1.0272	184,576,634
03-04	20.7644	1.207644		2.31	1.02		4.00	1.0400		2.50	1.0250	231,818,979
04-05	51.9923	1.519923		3.28	1.03		6.62	1.0662		2.51	1.0251	375,672,369
05-06	6.7685	1.067685		5.26	1.05		9.95	1.0995		2.49	1.0249	441,009,178
06-07	6.4045	1.064045		3.96	1.04		8.69	1.0869		2.10	1.0210	510,031,750

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: John A. McGlade DATE: October 27, 2006
City Engineer *BB for JAMES*

SUBJECT: AWARD OF CONTRACT, **Third Avenue Construction, Silica Dr. to Burwood Ave.**

RECOMMENDATION: That City Council appropriate additional funds of **\$50,000.00** from Development Impact Fees for Roads and award a contract to **Cooley Construction, Inc.** for the low bid price of **\$169,982.76**.

FISCAL IMPACT: \$200,000.00

Amount Allocated: \$200,000.00
Additional Appropriation: \$50,000.00
Budget Acct. No.: 415015-40520-65000-65113
Budget Amount: \$150,000.00
Budget Acct. No.: 540720-40520-65000-65113

The existing budget for this project is \$150,000
From Measure I Local Funds, an additional \$50,000 ? No
needs to be appropriated from the Road DIF Fees.. (Yes) \$ Amount ~~\$50,000~~
Finance Dept. Use Only
Additional Appropriation
Finance Director Review
\$ Approval *ap/asm*

DISCUSSION: : On October 26, 2006, the Engineering Department opened bids for the **Third Avenue Construction, Silica Dr. to Burwood Ave.**. A total of five bids were received ranging from \$169,982.76 to \$335,000.00. The low bid price is 7.5% lower than the Engineer's Estimate.

1. Cooley Construction, Inc., Hesperia, CA	\$169,982.76
2. Grand Pacific Contractors, Mira Loma, CA	172,914.60
3. International Pavement Solutions, San Bernardino, CA	229,854.00
4. Vance Corp., Rialto, CA	293,897.10
5. Sully Miller Contracting Co., Anaheim, CA	335,000.00

The total estimated project cost is as follows:

Construction Contract	\$169,982.00
Contingencies, 10%	17,018.00
Construction Sub-Total	\$187,000.00
Construction Engineering	<u>13,000.00</u>
Project Total	\$200,000.00

This project was approved as part of 2006/2007, Fiscal Year Capital Improvement Program to be funded with Measure I Street Arterial/Local Fund.

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY: Adair Patterson *AP*
Director of Finance

DATE: October 27, 2006

SUBJECT: Approve the Financing Agreement for Fire Apparatus, Project JM06-044

RECOMMENDATION: That the Honorable City Council approve the financing agreement with Banc of America Public Capital Corporation for three (3) Fire Apparatus.

FISCAL IMPACT: Bi-annual lease/purchase payments of \$145,103.25 for five (5) years.

BUDGETED: Lease-Purchase Financing Agreement from Banc of America Public Capital Corp.

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

No
 Yes/\$Amount:

Finance Director Review and Approval *AP*

DISCUSSION:

In January 2006, the City of Victorville City Council awarded the piggyback purchase of 3 Fire Apparatus. The City of Victorville Finance Department staff solicited lease-purchase financing terms from 3 major financial institutions and determined Banc of America Public Capital Corporation to have the best lease-purchase financing terms (see attached payment schedule). The City Attorney's office has reviewed the agreement (see attached Opinion of Counsel) and Finance Department staff recommends Council approve the attached Master Lease Purchase Agreement and authorize the City Treasurer to execute said agreement.

Sufficient funding is budgeted in the Fire Department for the bi-annual payments. Finance staff is available for any questions Council may have regarding this agreement.

AMP
AMP/jym

c:/my documents/projects/JM06-044FireEngine/AgendaItemJM06-044financing

cc: John Becker, Fire Chief

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of November 10, 2006, between Banc of America Public Capital Corp, as Lessor, and City of Victorville, California, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Master Equipment Lease*").

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description			
2	Pierce Inforcer Pumper Trucks			
1	Pierce Arrow Aerial Quint Truck			

A complete description of the trucks to be financed, including vehicle identification numbers, to be detailed on vendor invoices.

Location: Fire Station No. 311, 16200 Desert Knolls, Victorville, CA 92392

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B-2. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental

Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to a City Council Agenda Item approved on _____, 2006; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is \$1,300,000.00 for deposit to the Acquisition Fund. It is expected that by twelve (12) months from the date of this Schedule No. 1, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before twelve (12) months from the date of this Schedule No. 1.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 12th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and 5 consecutive Renewal Terms, with the final Renewal Term ending on November 10, 2011.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is November 10, 2006.

10. *Contract Rate.* The Contract Rate for this Schedule is 4.10%.

11. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: City of Victorville, California
- (b) Lienholder: Banc of America Public Capital Corp
555 California Street, 4th Floor
Mail Code CA5-705-04-01
San Francisco, California 94104

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

Dated: November 10, 2006

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:
City of Victorville, California
14343 Civic Drive
Victorville, California 92392
Attention: _____

By: _____
Name: _____
Title: _____

By: _____
Name: Adair Patterson
Title: Finance Director/Treasurer

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

RENTAL PAYMENT SCHEDULE
Schedule of Property No. 1

Payment Date	Payment Number	Rental Payment Amount	Interest Portion 4.10%	Principal Portion	Purchase Price (excluding prepayment premium)
Nov-10-06	0				1,300,000.00
May-10-07	1	145,103.25	26,649.83	118,453.42	1,181,546.58
Nov-10-07	2	145,103.25	24,221.55	120,881.70	1,060,664.88
May-10-08	3	145,103.25	21,743.49	123,359.76	937,305.12
Nov-10-08	4	145,103.25	19,214.63	125,888.62	811,416.50
May-10-09	5	145,103.25	16,633.93	128,469.32	682,947.18
Nov-10-09	6	145,103.25	14,000.32	131,102.93	551,844.25
May-10-10	7	145,103.25	11,312.73	133,790.52	418,053.73
Nov-10-10	8	145,103.25	8,570.05	136,533.20	281,520.53
May-10-11	9	145,103.25	5,771.13	139,332.12	142,188.41
Nov-10-11	10	145,103.25	2,914.84	142,188.41	0.00

Prepayment Premium for purposes of Section 10.01(a) is Lessee may, on any rental payment date, upon 30 days written notice, prepay the entire outstanding principal balance plus accrued interest and any other unpaid charges plus a premium calculated as follows: for years 0 through 2, .5% of the outstanding balance; and thereafter, there is no premium.

For purposes of this Lease, "Taxable Rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to 6.396%

LESSEE:
City of Victorville, California

By _____
Adair Patterson

Title: Finance Director/Treasurer



23801 Calabasas Road
Suite 1015
Calabasas, CA 91302
818.704.0195
Fax 818.704.4729

Green, de Bortnowsky & Quintanilla, LLP
Attorneys at Law
www.gdqlaw.com

35-325 Date Palm Drive
Suite 202
Cathedral City, CA 92234
760.770.0873
Fax 760.770.1724

November 7, 2006

Banc of America Public Capital Corp.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated November 7, 2006, to Master Equipment Lease/Purchase Agreement, dated as of November 7, 2006, between Banc of America Public Capital Corp., as Lessor, and City of Victorville, California, as Lessee

Ladies and Gentlemen:

As legal counsel to City of Victorville, California ("*Lessee*"), we have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of November 7, 2006, and Exhibits thereto by and between Banc of America Public Capital Corp. ("*Lessor*") and Lessee (the "*Agreement*") and an executed counterpart of Schedule of Property No. 1, dated November 7, 2006, by and between Lessor and Lessee (the "*Schedule*"), which, among other things, provides for the lease of certain property listed in the Schedule (the "*Equipment*") and a certain Acquisition Fund and Account Control Agreement among Lessor, Lessee, and Deutsche Bank National Trust Company as Acquisition Fund Custodian, dated November 7, 2006. (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "*Lease*", and the Lease and the Acquisition Fund and Account Control Agreement are referred to collectively as the "*Transaction Documents*."

Based on the foregoing, we are of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion. In no way shall this opinion be construed as Green, de Bortnowsky & Quintanilla giving tax advice to the City of Victorville or to any other party.

Respectfully submitted.



COPY

AGENDA ITEM

CITY COUNCIL MEETING OF: January 17, 2006

SUBMITTED BY: Adair Patterson *AMP*
Director of Finance

DATE: January 11, 2006

SUBJECT: Award the Piggyback Purchase of two (2) Pumper Trucks and one (1) 75' Quint. Ladder Truck, # JM06-044

RECOMMENDATION: That the Honorable City Council approve the financed purchase of 3 Fire Apparatus and award the contract to South Coast Fire Equipment, Inc. in the amount of \$1,251,616.45.

FISCAL IMPACT: \$1,251,616.45

BUDGETED: Lease-Purchase Financing
TBD

DISCUSSION:

In November 2004, the City of Victorville City Council approved of the piggyback purchase from Higgins Fire Protection District for a Pierce Fire Apparatus (pumper) for SCLA. The City of Victorville Fire Chief has requested to utilize this procurement option again to save a considerable amount of money. The Fire Chief has also requested the piggyback purchase of a 75' quint. that was competitively bid by the Orange County Fire Authority in November 2004. The South Coast Fire Equipment, Inc. was the authorized Pierce Manufacturing Inc. dealer awarded both projects. South Coast Fire Equipment has agreed to honor the unit price given to both Higgins Fire Protection District and Orange County Fire Authority for the City of Victorville. Purchasing staff has investigated and confirmed both projects were competitively bid and meet the requirement for utilizing the piggyback option. The City of Victorville will realize a total savings of \$27,372.00. Lead time for the building of fire apparatus is usually 10-12 months from receipt of order, thus funding will occur next fiscal year via lease-purchase financing. Staff from the Purchasing Division and the Fire Department recommend the purchase of the Pierce Manufacturing Inc. fire apparatus' from South Coast Fire Equipment, Inc.

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

No
 Yes/\$Amount:

Finance Director Review and
Approval *AMP*

AMP/jvm

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cc: John Becker, Fire Chief



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7th, 2006

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

DATE: October 26, 2006

SUBJECT: AWindRow LLC Tidemark Consulting Services

RECOMMENDATION: That the Honorable City Council award additional appropriation and a contract to AWindRow LLC in an amount of \$28,500.00 for Tidemark Consulting Services plus reimbursable costs. Project not to exceed \$35,000.00.

FISCAL IMPACT: \$35,000.00

Budget Amount:
Budget Account No.: TBD

DISCUSSION:

AWindRow LLC's services will allow the Development Department(Planning Division) to automate Letter and Report creation, create better tracking for the planning process including Planning Commission items, improve customer service by being able to provide information in a timely manner, move their files into digital format, help integrate information into several departments, and incorporate into the automated phone system as well as future GIS Implementation.

Andy Ruotsala of AWindRow LLC, has over 22 years experience working with state and local governments, helping them to automate and streamline permitting, regulatory, and administrative processes. As founder of Tidemark Solutions, Inc., Andy provided consulting services to over 80 large and small jurisdictions in the U.S. and Canada, including the cities of Orlando, Anaheim, Indianapolis, San Mateo and Sacramento counties. In his consulting with Building, Planning, and other departments, Mr. Ruotsala works closely with management, elected officials, advisory groups, and staff to reinforce the importance of effective business processes. Mr. Ruotsala's substantial experience with Tidemark and Planning and Development processes will provide expertise in automating our Planning processes rapidly, utilizing Industry Best Practices.

Submitted by: Burrell Hill

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

No
 Yes/\$Amount: *\$35,000*

Finance Director Review and
Approval *ap*

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AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 7, 2006

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

DATE: November 1, 2006

SUBJECT: **GREEN TREE CLUBHOUSE**

RECOMMENDATION: That the City Council approve an additional appropriation of \$1,059,430 and authorize staff to proceed with Requests for Bid for the Green Tree Clubhouse.

FISCAL IMPACT: \$6,300,000
Budget Amount: \$5,240,570
Budget Account: Recreation Development
Impact Fees

DISCUSSION:
As the Council will recall, over the past several months, Staff and the development community were engaged in discussion and dialogue regarding the appropriate charges for Development Impact Fees. The conclusion to the discussion resulted in new fees going into effect October 1, 2006, and revisions to certain projects.

The DIF eligible Capital Improvement Projects for fiscal year 2007 were based upon the original draft of the proposed DIF (Development Impact Fee). The final adopted study has impacted the funding for certain of these projects. One of these projects is the Green Tree Clubhouse. The amount of DIF funding was reduced, resulting in the necessity to provide other revenue sources to complete the facility.

Staff is recommending the approval of \$1,059,000 in additional appropriations from other available and appropriate funding sources in order to proceed with the Request for Bid and construction of the Green Tree Clubhouse.

AMP/lis

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

No
 Yes/\$Amount: \$1,059,430

Finance Director Review and
Approval *AMP*

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#13
11-7-06

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AGENDA ITEM

VICTORVILLE SANITARY DISTRICT MEETING OF: November 7, 2006

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

DATE: November 1, 2006

SUBJECT: PRESENTATION OF RESOLUTION NO. 06-183 - RESOLUTION OF THE BOARD OF DIRECTORS OF THE VICTORVILLE SANITARY DISTRICT APPROVING JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG THE ADELANTO ELEMENTARY SCHOOL DISTRICT, MOJAVE-COBALT, LLC AND THE VICTORVILLE SANITARY DISTRICT

RECOMMENDATION: That the Honorable Board of Directors adopt Resolution No. 06-183 and approve the Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Mojave-Cobalt, LLC and the Victorville Sanitary District and approve the Fee Credit.

FISCAL IMPACT: The Joint Community Facilities Agreement provides the terms and conditions under which the Victorville Sanitary District will accept funds for the construction of Victorville Sanitary District facilities which would otherwise be funded through development impact fees. There is no adverse fiscal impact to Victorville Sanitary District's General Fund. The Victorville Sanitary District may receive funds for construction of Victorville Sanitary District facilities at a date earlier than when development impact fees might be paid.

DISCUSSION:

The Adelanto Elementary School District has initiated proceedings for formation of its Community Facilities District No. 4, which Community Facilities District is proposed in part, to provide funds to the Victorville Sanitary District for construction of Victorville Sanitary District facilities. In 2006, the City of Victorville revised its Goals and Policies for Community Facilities Districts and Assessment Districts to indicate the City's willingness to enter into joint community facilities agreements and to provide fee credits in connection with funding provided. Staff recommends that the

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

No
 Yes/\$Amount:

Finance Director Review and
Approval *AP*

Written
#14
11-7-06

Board of Directors approve the Joint Community Facilities Agreement in substantially the forms presented and allow the Adelanto Elementary School District to include in its financing, funding for facilities to be owned and operated by the Victorville Sanitary District. This will enable construction of facilities in advance of when facilities might otherwise be constructed for the development. Authorization of the Joint Community Facilities Agreement and the Fee Credit Agreement will facilitate the development.

AMP/ls

c:\amm\Agenda Item for Resolution 06-183

RESOLUTION NO. 06-183

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
VICTORVILLE SANITARY DISTRICT APPROVING
JOINT COMMUNITY FACILITIES AGREEMENT**

WHEREAS, the Adelanto Elementary School District has initiated proceedings to form the Adelanto Elementary School District Community Facilities District No. 4 (the "Community Facilities District") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public facilities comprising real and other tangible property with an estimated useful life of five years or longer to serve the area within the Community Facilities District and the Community Facilities District may issue bonds in order to finance costs of such public facilities; and

WHEREAS, the Victorville Sanitary District (the "Victorville Sanitary District") is a public agency authorized by law to provide, own and operate the public facilities (the "Facilities") and equipment related to its governmental purpose within the boundaries of the Victorville Sanitary District, including sewer and sanitary facilities to be financed, in part, with amounts paid with respect to parcels within the Community Facilities District; and

WHEREAS, pursuant to Section 53316.2 of the Act, a community facilities district is authorized to finance facilities to be owned or operated by an entity other than the agency that created the community facilities district pursuant to a joint community facilities agreement entered into prior to the formation of the Community Facilities District; and

WHEREAS, the Victorville Sanitary District has determined that it is necessary and desirable to enter into a Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Mojave-Cobalt, LLC and the Victorville Sanitary District, which agreement is on file with the Secretary of the Victorville Sanitary District (the "Secretary") and incorporated herein by this reference (the "Joint Community Facilities Agreement") to authorize the Community Facilities District, when formed, to provide funds for the construction or acquisition of the Victorville Sanitary District Facilities in accordance with the Act; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE VICTORVILLE SANITARY DISTRICT AS FOLLOWS:

SECTION 1. All of the above recitals are true and correct.

SECTION 2. Pursuant to Section 53316.2 of the Act, the Board of Directors hereby approves the Joint Community Facilities Agreement, a copy of which is on file with the Secretary and determines that the Joint Community Facilities Agreement will be beneficial to the residents of the territory served by the Victorville Sanitary District and included within the jurisdictional boundaries of the proposed Community Facilities District. The proposed form and content of the Joint Community Facilities Agreement, a copy of which is on file with the Secretary, with appropriate changes to reflect such matters as deemed appropriate by the City Manager in consultation with the Director of Engineering, McFarlin & Anderson LLP, special counsel to the City of Victorville (the "City"), and the City Attorney and with such other additions and changes therein as are approved as to form by the Director of Engineering,

McFarlin & Anderson LLP, and the City Attorney and as are approved as to content by the President is hereby approved. The President is hereby authorized and directed to execute and deliver the Joint Community Facilities Agreement as so finally approved, and the Secretary is authorized to attest thereto, such approval to be conclusively evidenced by such officer's execution and delivery of the Joint Community Facilities Agreement.

SECTION 3. All actions heretofore taken by any officer or officers of the Victorville Sanitary District, with respect to the Joint Community Facilities Agreement and the Fee Credit Agreement are hereby approved, confirmed and ratified.

SECTION 4. The President, the Executive Director, the City Attorney, the Director of Engineering, the City Finance Director, the Secretary, any Assistant Secretary, and any other officers of the Victorville Sanitary District, are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the Victorville Sanitary District to take such actions, and to execute such documents and certificates, as may be necessary to effectuate the purposes of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2006.

By: _____
PRESIDENT OF THE VICTORVILLE
SANITARY DISTRICT

ATTEST:

SECRETARY

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

I, CAROLEE BATES, Secretary of the Victorville Sanitary District and ex-officio Clerk to the Board of Directors of said Victorville Sanitary District, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____ which was adopted at a meeting held on the ____ day of _____, 2006, by the following roll call vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SECRETARY OF THE VICTORVILLE
SANITARY DISTRICT

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

ADELANTO ELEMENTARY SCHOOL DISTRICT

and

MOJAVE-COBALT, LLC

and

VICTORVILLE SANITARY DISTRICT

relating to

ADELANTO ELEMENTARY SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 4

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2006, by and among ADELANTO ELEMENTARY SCHOOL DISTRICT, a California school district ("School District"), MOJAVE-COBALT, LLC, a California limited liability company ("Property Owner"), and VICTORVILLE SANITARY DISTRICT, a public agency ("Sanitary District"), and relates to the proposed formation by School District of a community facilities district to be known as "Adelanto Elementary School District Community Facilities District No. 4" (the "CFD") for the purpose of financing certain facilities to be owned and operated by Sanitary District from proceeds of bonds issued by the proposed CFD.

RECITALS:

A. The property described and depicted in Exhibit "A" hereto (the "Property") which is located in the City of Victorville, County of San Bernardino, State of California, is proposed to constitute the land within the boundaries of the CFD.

B. Property Owner intends to develop the Property for residential purposes and has obtained or intends to obtain the necessary development approvals to construct approximately Two Hundred Seventy-six (276) detached single family residential units on the Property, as such development may be modified from time to time (the "Project").

C. Property Owner petitioned the School District to form the CFD for the purpose of financing, among other things, the acquisition and/or construction of various public facilities to be owned and operated by Sanitary District as described in Exhibit "B" hereto, which facilities will benefit the Project in whole or in part, including certain public facilities to be constructed and owned and operated by Sanitary District (the "Sanitary District Fee Facilities") in lieu of the payment of Sanitary District Fees (defined herein).

D. Property Owner has yet to determine whether it will finance any or all of the Sanitary District Fee Facilities in lieu of payment of Sanitary District Fees, with Bond Proceeds (defined below) available for such purpose. The parties hereto acknowledge that the purpose of this Agreement is to satisfy the requirements of the Act.

E. In addition to the Sanitary District Facilities, certain facilities to be owned and operated by School District including District administrative facilities (the "School Facilities") are expected to be funded from proceeds of special taxes of the bonds proposed the CFD.

F. School District will have sole discretion and responsibility for the formation and administration of the CFD.

G. The Board of Trustees of School District (the "School District Board") has, by adoption of Resolution No. 06-07-18 on October 16, 2006, declared its intention to form and establish the CFD pursuant to the provisions of the Act (defined below).

H. School District is authorized by Section 53313.5 of the Act to assist in the financing of the Sanitary District Fee Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among Sanitary District, Property Owner, and School District, pursuant to which the CFD, when and if formed, will be authorized to finance construction of all or a portion of the Sanitary District Fee Facilities. As authorized by Section 53316.6 of the Act, responsibility for constructing, providing for and operating the Sanitary District Fee Facilities is delegated to Sanitary District.

I. The parties hereto find and determine that the residents residing within the boundaries of Sanitary District, School District and the CFD will be benefited by the construction of the School Facilities and that this Agreement is beneficial to the interests of such residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.
 - (a) "Act" means the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.
 - (b) "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the Bonds and investment earnings thereon.
 - (c) "Bond Resolution" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.
 - (d) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of the CFD in one or more series, as authorized by the qualified electors within the CFD.
 - (e) "Party" or "Parties" shall mean any one or all of the parties to this Agreement.
 - (f) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of special taxes pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.
 - (g) "Sanitary District Facilities Account of the Improvement Fund" means the fund, account or sub-account of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds may be deposited in accordance with the Bond Resolution to finance Sanitary District Fee Facilities.

(h) "Sanitary District Fees" means sewer fees, sanitary line fees, and other fees and all components thereof imposed by Sanitary District upon the Project to finance Sanitary District Fee Facilities as set forth in Exhibit "B". The amount of fee credits will be set forth in a Fee Credit Agreement between Sanitary District and Property Owner.

(i) "Sanitary District Fee Facilities" means those facilities listed on Exhibit "B" hereto, which are necessary for or related to the provision of services to the Project and paid for with Bond Proceeds in lieu of the payment of Sanitary District Fees.

(j) "Sanitary District Representative" means the Sanitary District Engineer or his designee.

(k) "School Facilities" means those public improvements to be owned, operated or maintained by the School District identified in proceedings to form the CFD that are eligible to be financed with Bond Proceeds.

(l) "State" means the State of California.

(m) "Special Taxes" means the special taxes authorized to be levied and collected pursuant to the Rate and Method.

3. Proposed Formation of the CFD. School District will undertake to analyze the appropriateness of forming the CFD to finance the Sanitary District Facilities and other facilities. School District will retain, at the expense of the Property Owner, the necessary consultants to analyze the proposed formation of the CFD.

4. Sale of Bonds and Use of Proceeds. In the event that the CFD is formed, the School District Board acting as the legislative body of the CFD may, in its sole discretion, finance the Sanitary District Fee Facilities by issuing the Bonds in one or more series. To the extent that the CFD determines, in its sole discretion, that Bond Proceeds are available to finance non-School Facilities after all School Facilities are funded, the School District Board or staff shall notify Sanitary District of the amount of such Bond proceeds deposited in the Sanitary District Facilities Account of the Improvement Fund. As Bond Proceeds are transferred to Sanitary District as described in Section 5 below, the Property with respect to which such transfer was made shall receive a credit to the extent provided in the Fee Credit Agreement entered into between the Sanitary District and the Property Owner. Nothing herein shall supersede the obligation of an owner of the Property to pay Sanitary District Fees to Sanitary District when due. The purpose of this Agreement is to provide a mechanism by which the CFD may issue the Bonds to provide a source of funds to finance Sanitary District Fee Facilities in lieu of the payment of Sanitary District Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation, then Property Owner shall remain obligated to pay Sanitary District Fees to Sanitary District and to pay the Sanitary District Fees which are not subject to credit under a Fee Credit Agreement.

The Bonds shall be issued only if, in its sole discretion, the School District Board determines that all requirements of State and Federal law and all School District policies have been satisfied or have been waived by School District. In no event shall Sanitary District or any owner of the Property, including Property Owner, have a right to compel the issuance of the

Bonds or the disbursement of Bond Proceeds to fund Sanitary District Facilities. The Sanitary District shall have no responsibility for any costs incurred by the School District in connection with the establishment of the CFD.

5. Disbursements.

(a) Bond Proceeds designated for the Sanitary District Facilities shall be held by the CFD in the Sanitary District Facilities Account of the Improvement Fund.

(b) From time to time following the funding of the Sanitary District Facilities Account of the Improvement Fund, Property Owner may notify the CFD and the Sanitary District in writing and request a disbursement from the Sanitary District Facilities Account of the Improvement Fund to fund Sanitary District Fee Facilities by executing and submitting a request for payment, in substantially the form attached hereto as Exhibit "C" (the "Disbursement Request"). Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to Sanitary District such requested funds to the extent that Bond Proceeds are available in the Sanitary District Facilities Account of the Improvement Fund for such purpose. Upon such notice and Sanitary District's receipt of such disbursement relating to Sanitary District Fee Facilities, Property Owner shall be deemed to have satisfied the applicable Sanitary District Fees with respect to the number of dwelling units or lots for which the Sanitary District Fees would otherwise have been required in an amount equal to such disbursement only to the extent that such satisfaction is provided for in a written Fee Credit Agreement between the Sanitary District and the Property Owner.

(c) The Property Owner agrees that prior to the Property Owner submitting a Disbursement Request requesting payment from the CFD for Sanitary District Fee Facilities, the Property Owner shall notify the Sanitary District so that the Sanitary District shall have an opportunity to review all costs included in the Property Owner's request. Payments shall be made only to the extent that the Sanitary District shall have already paid or incurred such costs of Sanitary District Facilities from the Sanitary District's own funds subsequent to the date of this Agreement, or the Sanitary District confirms the Sanitary District will disburse such amounts to pay the costs of the Sanitary District Facilities following receipt of funds from the CFD. In the event that Sanitary District does not disburse any Bond Proceeds received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by Sanitary District, from the date of receipt of such Bond Proceeds by Sanitary District to the date of expenditure by Sanitary District for capital costs of the Sanitary District Facilities. Such report shall be delivered at least semiannually until all Bond Proceeds are expended by Sanitary District. Sanitary District agrees that in processing the above disbursements it will comply with all legal requirements for the expenditure of Bond Proceeds under the Internal Revenue Code of 1986 and any amendments thereto.

(d) In order to confirm the ability to track payments and accounting records: Sanitary District Staff agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. Sanitary District will, upon request, provide School District and/or Property Owner with access to Sanitary District's records related to the Sanitary District Facilities and will provide to School District its annual financial report certified by an independent certified public

accountant for purposes of assisting School District in calculating the arbitrage rebate obligation of the CFD, if any.

(e) School District or the CFD agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the Sanitary District Facilities Account of the Improvement Fund. School District or the CFD will, upon request, provide Sanitary District and/or Property Owner with access to School District's or the CFD's records related to the Sanitary District Facilities Account of the Improvement Fund.

6. Indemnification by Property Owner. Property Owner shall assume the defense of, indemnify and save harmless, School District, the CFD and Sanitary District, their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of Property Owner with respect to this Agreement; provided, however, that Property Owner shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

7. Allocation of Special Taxes. The School District Board, as the legislative body of the CFD, shall annually levy the Special Tax as provided for in the formation proceedings of the CFD. The entire amount of any Special Tax levied by the CFD to repay Bonds, or to fund other obligations, shall be allocated to the CFD.

8. Other Agreements. Nothing contained herein shall be construed as affecting the Sanitary District or the Property Owner's respective duty to perform their respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the property within the CFD, which obligations are and shall remain independent of the Property Owner's rights and obligations, and the School District and the Sanitary District's rights and obligations, under this Agreement; provided, however, that the Property Owner shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Sanitary District Facilities.

9. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each party hereto. This Agreement may be assigned, in whole or in part, by the Property Owner to the purchaser of any parcel of land within the Property provided, however, such assignment shall not be effective unless and until Sanitary District and School District have been notified, in writing, of such assignment.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

11. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when

personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

School District:	Adelanto Elementary School District 11824 Air Expressway Adelanto, CA 92301 Attn: Superintendent
Sanitary District:	Victorville Sanitary District 14343 Civic Drive Victorville, CA 92392 Facsimile: (760) 245-8250 Attn: Sanitary District Finance Director
Property Owner:	Mojave-Cobalt, LLC c/o Griffin Homes 110 N. Lincoln, 2 nd Floor Corona, CA 92882 Attn : Project Manager

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party hereto.

12. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

13. Construction. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

14. Attorneys' Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

15. Sanitary District Costs and Expenses. The Property Owner agrees to pay the Sanitary District's costs and expenses relating to the review and preparation of this Agreement and any fee credit agreement entered into with the Sanitary District, including the Sanitary District's legal costs relating thereto

16. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

17. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

18. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

19. No Third Party Beneficiaries. No person or entity other than the CFD, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than Sanitary District, School District, the CFD, and Property Owner (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

20. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**ADELANTO ELEMENTARY SCHOOL
DISTRICT**

Superintendent

ATTEST:

By: _____
Clerk of the Board of Trustees
of the Adelanto Elementary School
District

VICTORVILLE SANITARY DISTRICT

President

ATTEST:

By: _____
Sanitary District Clerk

MOJAVE-COBALT, LLC, a California limited
liability company

By: _____

Its: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

[ATTACHED]

BOUNDARY MAP

[ATTACHED]

EXHIBIT B
SANITARY DISTRICT FEE FACILITIES DESCRIPTION

Sanitary District Fee Facilities

Those eligible sanitary facilities otherwise payable from proceeds of the \$250 of Sewer Trunk Fees referenced in the attached Facilities Report for Proposed Community Facilities District of Victorville, California prepared by _____ dated _____ 2006, revised _____, as such Sewer Trunk Fees and related sanitary facilities may be amended or updated from time to time.

EXHIBIT C
DISBURSEMENT REQUEST FORM

1. Adelanto Elementary School District Community Facilities District No. 4 (the "CFD") is hereby requested to pay from the Sanitary District Facilities Account of the Improvement Fund established by the CFD in connection with its special tax bonds (the "Bonds") to the Victorville Sanitary District ("Sanitary District"), or the Sanitary District's written designee, as Payee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested hereunder has been expended or encumbered by the Sanitary District for capital costs related to the construction and completion of the Sanitary District Fee Facilities incurred on or after November 7, 2006. The amount requested is due and payable, has not formed the basis of prior request or payment. In the event that Sanitary District does not disburse any Bond Proceeds received for disbursement to third parties within five banking days of receipt, Sanitary District agrees to trace and report to the CFD all earnings, if any, accruing from the investment of such Bond Proceeds, from the date of receipt by Sanitary District of such amounts to the date of expenditure of such amounts for capital costs of the Sanitary District Fee Facilities.

3. Amount requested: \$ _____

For Lot Nos. _____

4. The amount set forth in 3 above is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Sanitary District, and Mojave-Cobalt, LLC dated November 20, 2006 (the "Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Date: _____

MOJAVE-COBALT, LLC, a California limited liability company

By: _____

Its: _____

Date: _____

VICTORVILLE SANITARY DISTRICT

By: _____

Name: _____

Title: _____

cc: City of Victorville Finance Dept.



AGENDA ITEM

CITY COUNCIL MEETING OF: November 7, 2006

SUBMITTED BY:

Adair M. Patterson 
Director of Finance

DATE: November 1, 2006

SUBJECT: PRESENTATION OF RESOLUTION NO. 06-184 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG THE ADELANTO ELEMENTARY SCHOOL DISTRICT, MOJAVE-COBALT, LLC AND THE CITY OF VICTORVILLE

RECOMMENDATION:

That the Honorable City Council adopt Resolution No. 06-184, approve the Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Mojave-Cobalt, LLC and the City.

FISCAL IMPACT:

The Joint Community Facilities Agreement provides the terms and conditions under which the City will accept funds for the construction of City facilities which would otherwise be funded through development impact fees. There is no adverse fiscal impact to City's General Fund. The City may receive funds for construction of City facilities at a date earlier than when development impact fees might be paid.

DISCUSSION:

The Adelanto Elementary School District has initiated proceedings for formation of its Community Facilities District No. 4, which Community Facilities District is proposed in part, to provide funds to the City for construction of City facilities. In 2006, the City revised its Goals and Policies for Community Facilities Districts and Assessment Districts to indicate the City's willingness to enter into joint community facilities agreements and to provide fee credits in connection with funding provided. Staff recommends that the City Council approve the Joint Community Facilities Agreement and the Fee Credit Agreement in substantially the forms presented and allow the Adelanto Elementary School District to include in its financing, funding for facilities to be owned and operated by the City. This will enable construction of facilities in advance of when facilities might otherwise be constructed for the development. Authorization of the Joint Community Facilities Agreement and the Fee Credit Agreement will facilitate the development.

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

No
 Yes/\$Amount:

Finance Director Review
and
Approval 

RESOLUTION NO. 06-184

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE APPROVING JOINT COMMUNITY
FACILITIES AGREEMENT**

WHEREAS, the Adelanto Elementary School District has initiated proceedings to form the Adelanto Elementary School District Community Facilities District No. 4 (the "Community Facilities District") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public facilities comprising real and other tangible property with an estimated useful life of five years or longer to serve the area within the Community Facilities District and the Community Facilities District may issue bonds in order to finance costs of such public facilities; and

WHEREAS, the City of Victorville (the "City") is a public agency authorized by law to provide, own and operate the public facilities and equipment related to its governmental purpose within the boundaries of the City, including road and storm drain facilities to be financed, in part, with amounts paid with respect to parcels within the Community Facilities District; and

WHEREAS, pursuant to Section 53316.2 of the Act, a community facilities district is authorized to finance facilities to be owned or operated by an entity other than the agency that created the community facilities district pursuant to a joint community facilities agreement entered into prior to the formation of the Community Facilities District; and

WHEREAS, the City has determined that it is necessary and desirable to enter into a Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Mojave-Cobalt, LLC and the City, which agreement is on file with the City Clerk and incorporated herein by this reference (the "Joint Community Facilities Agreement") to authorize the Community Facilities District, when formed, to provide funds for the construction or acquisition of the City Facilities (the "City Facilities") in accordance with the Act; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF VICTORVILLE AS FOLLOWS:

SECTION 1. All of the above recitals are true and correct.

SECTION 2. Pursuant to Section 53316.2 of the Act, the City Council hereby approves the Joint Community Facilities Agreement, a copy of which is on file with the City Clerk and determines that the Joint Community Facilities Agreement will be beneficial to the residents of the territory served by the City and included within the jurisdictional boundaries of the proposed Community Facilities District. The proposed form and content of the Joint Community Facilities Agreement, a copy of which is on file with the City Clerk, with appropriate changes to reflect such matters as deemed appropriate by the City Manager in consultation with the Director of Engineering, McFarlin & Anderson LLP, special counsel to the City, and the City Attorney and with such other additions and changes therein as are approved as to form by the Director of Engineering, McFarlin & Anderson LLP, and the City Attorney and as are approved as to content by the Mayor is hereby approved. The Mayor is hereby authorized and directed to

execute and deliver the Joint Community Facilities Agreement as so finally approved, and the City Clerk is authorized to attest thereto, such approval to be conclusively evidenced by such officer's execution and delivery of the Joint Community Facilities Agreement.

SECTION 3. All actions heretofore taken by any officer or officers of the City, with respect to the Joint Community Facilities Agreement and the Fee Credit Agreement are hereby approved, confirmed and ratified.

SECTION 4. The Mayor, the City Manager, the City Attorney, the Director of Engineering, the City Finance Director, the City Clerk, any Assistant City Clerk, and any other officers of the City, are, and each of them acting alone is, hereby authorized and directed, for and in the name and on behalf of the City to take such actions, and to execute such documents and certificates, as may be necessary to effectuate the purposes of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2006.

By: _____
MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

I, CAROLEE BATES, City Clerk of the City of Victorville and ex-officio Clerk to the City Council of said City, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____ which was adopted at a meeting held on the ____ day of _____, 2006, by the following roll call vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY CLERK OF THE CITY OF VICTORVILLE

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

ADELANTO ELEMENTARY SCHOOL DISTRICT

and

MOJAVE-COBALT, LLC

and

CITY OF VICTORVILLE

relating to

ADELANTO ELEMENTARY SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 4

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2006, by and among ADELANTO ELEMENTARY SCHOOL DISTRICT, a California school district ("School District"), MOJAVE-COBALT, LLC, a California limited liability company ("Property Owner"), and CITY OF VICTORVILLE, a public agency ("City"), and relates to the proposed formation by School District of a community facilities district to be known as "Adelanto Elementary School District Community Facilities District No. 4" (the "CFD") for the purpose of financing certain facilities to be owned and operated by City from proceeds of bonds issued by the proposed CFD.

RECITALS:

A. The property described and depicted in Exhibit "A" hereto (the "Property") which is located in the City of Victorville, County of San Bernardino, State of California, is proposed to constitute the land within the boundaries of the CFD.

B. Property Owner intends to develop the Property for residential purposes and has obtained or intends to obtain the necessary development approvals to construct approximately Two Hundred Seventy-Six (276) detached single family residential units on the Property, as such development may be modified from time to time (the "Project").

C. Property Owner petitioned the School District to form the CFD for the purpose of financing, among other things certain public facilities to be constructed and owned and operated by City (the "City Facilities") in lieu of the payment of City Fees by Property Owner (defined herein).

D. Property Owner has yet to determine whether it will finance any or all of the City Facilities in lieu of payment of City Fees, with Bond Proceeds (defined below) available for such purpose. The parties hereto acknowledge that the purpose of this Agreement is to satisfy the requirements of the Act.

E. In addition to the City Facilities, certain facilities to be owned and operated by School District including district administrative facilities (the "School Facilities") and Victorville Sanitary District fees are expected to be funded from proceeds of special taxes or the bonds proposed by the CFD.

F. School District will have sole discretion and responsibility for the formation and administration of the CFD.

G. The Board of Trustees of School District (the "School District Board") has, by adoption of Resolution No. 06-07-18 on October 16, 2006, declared its intention to form and establish the CFD pursuant to the provisions of the Act (defined below).

H. School District is authorized by Section 53313.5 of the Act to assist in the financing of the City Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among City, Property

Owner, and School District, pursuant to which the CFD, when and if formed, will be authorized to finance all or a portion of the City Facilities. As authorized by Section 53316.6 of the Act, responsibility for constructing, providing for and operating the City Facilities is delegated to City.

I. The parties hereto find and determine that the residents residing within the boundaries of City, School District and the CFD will be benefited by the construction and/or acquisition of the School Facilities and City Facilities and that this Agreement is beneficial to the interests of such residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.
 - (a) "Act" means the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.
 - (b) "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the Bonds and investment earnings thereon.
 - (c) "Bond Resolution" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.
 - (d) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of the CFD in one or more series, as authorized by the qualified electors within the CFD.
 - (e) "City Facilities Account of the Improvement Fund" means the fund, account or sub-account of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds may be deposited in accordance with the Bond Resolution to finance City Facilities.
 - (f) "City Fees" means road fees, parks and recreation fees, and drainage fees and all components thereof imposed by City upon the Project to finance City Facilities as set forth in Exhibit "B". Full fee credits are not available for all of the fees. The Property Owner will have to pay a portion of certain of the fees. The amount of fee credits will be set forth in a Fee Credit Agreement between City and Property Owner.
 - (g) "City Facilities" means those facilities listed on Exhibit "B" hereto, which are necessary for or related to the provision of services to the Project and paid for with Bond Proceeds in lieu of the payment of City Fees.

(h) "Party" or "Parties" shall mean any one or all of the parties to this Agreement.

(i) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of special taxes pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(j) "School Facilities" means those public improvements to be owned, operated or maintained by the School District identified in proceedings to form the CFD that are eligible to be financed with Bond Proceeds.

(k) "State" means the State of California.

(l) "Special Taxes" means the special taxes authorized to be levied and collected pursuant to the Rate and Method.

3. Proposed Formation of the CFD. School District will undertake to analyze the appropriateness of forming the CFD to finance the City Facilities and other facilities. School District will retain, at the expense of the Property Owner, the necessary consultants to analyze the proposed formation of the CFD.

4. Sale of Bonds and Use of Proceeds. In the event that the CFD is formed, the School District Board acting as the legislative body of the CFD may, in its sole discretion, finance the City Facilities by issuing the Bonds in one or more series. To the extent that the CFD determines, in its sole discretion, that Bond Proceeds are available to finance non-School Facilities after all School Facilities are funded, the School District Board or staff shall notify City of the amount of such Bond proceeds deposited in the City Facilities Account of the Improvement Fund. As Bond Proceeds are transferred to City as described in Section 5 below, the Property with respect to which such transfer was made shall receive a credit to the extent provided in the Fee Credit Agreements entered into between the City and the Property Owner. Nothing herein shall supersede the obligation of an owner of the Property to pay City Fees to City when due. The purpose of this Agreement is to provide a mechanism by which the CFD may issue the Bonds to provide a source of funds to finance City Facilities in lieu of the payment of City Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation, then Property Owner shall remain obligated to pay City Fees to City and to pay the City Fees which are not subject to credit under a Fee Credit Agreement.

The Bonds shall be issued only if, in its sole discretion, the School District Board determines that all requirements of State and Federal law and all School District policies have been satisfied or have been waived by School District. In no event shall City or any owner of the Property, including Property Owner, have a right to compel the issuance of the Bonds or the disbursement of Bond Proceeds to fund City Facilities. The City shall have no responsibility for any costs incurred by the School District in connection with the establishment of the CFD.

5. Disbursements.

(a) Bond Proceeds designated for the City Facilities shall be held by the CFD in the City Facilities Account of the Improvement Fund.

(b) From time to time following the funding of the City Facilities Account of the Improvement Fund, Property Owner may notify the CFD and the City in writing and request a disbursement from the City Facilities Account of the Improvement Fund to fund City Facilities by executing and submitting a request for payment, in substantially the form attached hereto as Exhibit "C" (the "Disbursement Request"). Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to City such requested funds to the extent that Bond Proceeds are available in the City Facilities Account of the Improvement Fund for such purpose. Upon such notice and City's receipt of such disbursement relating to City Facilities, Property Owner shall be deemed to have satisfied the applicable City Fees with respect to the number of dwelling units or lots for which the City Fees would otherwise have been required in an amount equal to such disbursement only to the extent that such satisfaction is provided for in a written Fee Credit Agreement between the City and the Property Owner.

(c) The Property Owner agrees that prior to the Property Owner submitting a Disbursement Request requesting payment from the CFD for City Facilities, the Property Owner shall notify the City so that the City shall have an opportunity to review all costs included in the Property Owner's request. Payments shall be made only to the extent that the City shall have already paid or incurred such costs of City Facilities from the City's own funds subsequent to the date of this Agreement, or the City confirms the City will disburse such amounts to pay the costs of the City Facilities following receipt of funds from the CFD. In the event that City does not disburse any Bond Proceeds received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by City, from the date of receipt of such Bond Proceeds by City to the date of expenditure by City for capital costs of the City Facilities. Such report shall be delivered at least semiannually until all Bond Proceeds are expended by City. City agrees that in processing the above disbursements it will comply with all legal requirements for the expenditure of Bond Proceeds under the Internal Revenue Code of 1986 and any amendments thereto.

(d) In order to confirm the ability to track payments and accounting records: City Staff agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. City will, upon request, provide School District and/or Property Owner with access to City's records related to the City Facilities and will provide to School District its annual financial report certified by an independent certified public accountant for purposes of assisting School District in calculating the arbitrage rebate obligation of the CFD, if any.

(e) School District or the CFD agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the City Facilities Account of the Improvement Fund. School District or the CFD will, upon request, provide City and/or Property Owner with access to School District's or the CFD's records related to the City Facilities Account of the Improvement Fund.

6. Indemnification by Property Owner. Property Owner shall assume the defense of, indemnify and save harmless, School District, the CFD and City, their respective officers,

employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of Property Owner with respect to this Agreement; provided, however, that Property Owner shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

7. Allocation of Special Taxes. The School District Board, as the legislative body of the CFD, shall annually levy the Special Tax as provided for in the formation proceedings of the CFD. The entire amount of any Special Tax levied by the CFD to repay Bonds, or to fund other obligations including certificates of participation, shall be allocated to the CFD.

8. Other Agreements. Nothing contained herein shall be construed as affecting the City or the Property Owner's respective duty to perform their respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the property within the CFD, which obligations are and shall remain independent of the Property Owner's rights and obligations, and the School District and the City's rights and obligations, under this Agreement; provided, however, that the Property Owner shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the City Facilities.

9. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each party hereto. This Agreement may be assigned, in whole or in part, by the Property Owner to the purchaser of any parcel of land within the Property provided, however, such assignment shall not be effective unless and until City and School District have been notified, in writing, of such assignment.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

11. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

School District: Adelanto Elementary School District
11824 Air Expressway
Adelanto, CA 92301
Attn: Superintendent

City: City of Victorville
14343 Civic Drive
Victorville, CA 92392
Facsimile: (760) 245-8250
Attn: City Finance Director

Property Owner: Mojave-Cobalt, LLC
c/o Griffin Homes
110 N. Lincoln, 2nd Floor
Corona, CA 92882
Attn : Project Manager

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party hereto.

12. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

13. Construction. The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

14. Attorneys' Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

15. City Costs and Expenses. The Property Owner agrees to pay the City's costs and expenses relating to the review and preparation of this Agreement and any fee credit agreement entered into with the City, including the City's legal costs relating thereto.

16. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

17. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

18. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

19. No Third Party Beneficiaries. No person or entity other than the CFD, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than City, School District, the CFD and Property Owner (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

20. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**ADELANTO ELEMENTARY SCHOOL
DISTRICT**

Superintendent

ATTEST:

By: _____
Clerk of the Board of Trustees of the
Adelanto Elementary School District

CITY OF VICTORVILLE

Mayor

ATTEST:

By: _____
City Clerk

MOJAVE-COBALT, LLC, a California limited
liability company

By: _____

Its: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

[ATTACHED]

BOUNDARY MAP

[ATTACHED]

EXHIBIT B
CITY FACILITIES DESCRIPTIONS

City Facilities

Those eligible roadways, parks and recreation projects, fire and police safety projects and public buildings described in the Development Impact Fee Update Study prepared by _____ dated _____ and City Council Resolution No. 0238 adopted on May 7, 2002, as each may be amended or updated from time to time.

EXHIBIT C
DISBURSEMENT REQUEST FORM

1. Adelanto Elementary School District Community Facilities District No. 4 (the "CFD") is hereby requested to pay from the City Facilities Account of the Improvement Fund established by the CFD in connection with its special tax bonds (the "Bonds") to City of Victorville ("City"), or the City's written designee, as Payee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested hereunder has been expended or encumbered by the City for capital costs related to the construction and completion of the City Facilities incurred on or after November 7, 2006. The amount requested is due and payable, has not formed the basis of prior request or payment. In the event that City does not disburse any Bond Proceeds received for disbursement to third parties within five banking days of receipt, City agrees to trace and report to the CFD all earnings, if any, accruing from the investment of such Bond Proceeds, from the date of receipt by City of such amounts to the date of expenditure of such amounts for capital costs of the City Facilities.

3. Amount requested: \$ _____

For Lot Nos. _____

4. The amount set forth in 3 above is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement by and among the Adelanto Elementary School District, City, and Mojave-Cobalt, LLC, dated November 20, 2006 (the "Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Date: _____

MOJAVE-COBALT, LLC, a California limited liability company

By: _____

Its: _____

Date: _____

CITY OF VICTORVILLE

By: _____

Name: _____

Title: _____

cc: City of Victorville Finance Dept.



AGENDA ITEM

CITY COUNCIL MEETING OF: 11/7/06

SUBMITTED BY: Jon B. Roberts
City Manager

DATE: 11/1/06

SUBJECT: DESIGNATION OF CITY MANAGER AS ALTERNATE
REPRESENTATIVE TO VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY

RECOMMENDATION: That the City Council appoint the City Manager as the City's
alternate representative to the Victor Valley Wastewater Reclamation Authority.

FISCAL IMPACT: None.
Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

No
 Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: In accordance with Section 11 of the Amended and Restated Joint
Exercise of Powers Agreement for the Victor Valley Wastewater Reclamation Authority,
it is requested that the City Council approve the designation of Mayor Pro Tem
Cabriales as Victorville's representative and the City Manager, Jon Roberts, as the
alternate representative.

/cb

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#16
11-7-06

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AGENDA ITEM

CITY COUNCIL MEETING OF; NOVEMBER 7, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 10/31/06

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.

<p>--Finance Dept. Use Only-- Additional Appropriation: _____ No _____ Yes/\$Amount Finance Director Review and Approval _____</p>
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CB/dl

Council Reports
#17
11-7-06

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