SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY
AGENDA

REGULAR MEETING
NOVEMBER 21, 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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@SOUTHERN CALIFORNIA LOGISTICS AIRPORT

AGENDA ITEM

SCLRA REGULAR MEETING
MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 11/14/06

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

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

--Finance Department Use Only--
Additional Appropriation:

____No
____Yes/$ Amt.:

Finance Director Review and Approval____

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

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

CB/dl

Public Comment
#1
11-21-06

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

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SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY AGENDA

REGULAR MEETING
NOVEMBER 21, 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

WRITTEN COMMUNICATIONS

2. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. SCLAA 06-015 ENTITLED:

   A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AMENDING THE CONFLICT OF INTEREST CODE APPLICABLE TO DESIGNATED POSITIONS PURSUANT TO THE POLITICAL REFORM ACT OF 1974 AND RESCINDING SCLAA RESOLUTION NO. 04-004

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AGENDA ITEM

SCLAA REGULAR MEETING
MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 11/14/06

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

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

--Finance Department Use Only--
Additional Appropriation:

____No
____Yes/$ Amt.:

Finance Director Review and Approval____

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

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

CB/dl

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AGENDA ITEM

SCLAA MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 11/14/06

SUBJECT: PRESENTATION OF REQUEST FOR ADOPTION OF RESOLUTION NO. SCLAA-06-015 AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF VICTORVILLE

RECOMMENDATION: That the Board adopt Resolution No. SCLAA-06-015 amending the Conflict of Interest Code

FISCAL IMPACT: N/A

Budget Amount:
Budget Account No.:

DISCUSSION: The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate and up-to-date or needs to be amended. The Conflict of Interest Code for the Southern California Logistics Airport Authority has been reviewed and the following changes are being proposed:

CHANGES TO CATEGORY I

Category I Positions Added:

Assistant Planner
Associate Planner
Building Technician
Director of Development
Director of Public Information
Fire Chief
Foreign Trade Zone Director
General Manager/Water
Planning Technician
Senior Code Enforcement Officer
Senior Planner

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

Written
#2
11-21-06

Category I Position Title Changes:

From: Inspector/Code Enforcement Officer To: Building Inspector/Code Enforcement Officer

Category I Position Deletions:
Director of Building & Safety
Director of Planning and Development

CHANGES TO CATEGORY II

Category II Positions Added:
Assistant Director of Building
Assistant Director of Planning
Battalion Chief
Building Inspection Manager
Business Development Manager
Deputy Fire Marshall
Housing Manager
HCD Program Manager
Information Services Manager
Municipal Utility Service Manager
Plan Check Manager
Redevelopment Manager
Senior Code Enforcement Manager

Category II Positions Deleted:

Public Information Officer
Senior Planner

CHANGES TO CATEGORY III

Category III Positions Added:

Emergency Services Coordinator
Senior Fire Safety Specialist
Management Analyst
Utility Project Specialist

Category III Positions Deleted:
Code Enforcement Officer

The consulting firms of Willdan Associates and Munifinancial Corporation will also be added to the list of consulting firms required to file the Form 700 pursuant to Category IV of the City's Conflict of Interest Code.

RESOLUTION NO. SCLAA-06-015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AMENDING THE CONFLICT OF INTEREST CODE APPLICABLE TO DESIGNATED POSITIONS PURSUANT TO THE POLITICAL REFORM ACT OF 1974 AND RESCINDING SCLAA RESOLUTION NO. 04-004

WHEREAS, the electorate of the State of California voted into law the Political Reform Act of 1974, an initiative measure; and

WHEREAS, said law requires the disclosure of certain financial interests by local government officials and prohibits their participation in governmental decisions when such may materially affect their interests; and

WHEREAS, said law sets forth specifically all affirmative and prohibitory provisions required of and affecting local governmental officials; and

WHEREAS, said law has been interpreted by the Fair Political Practices Commission as requiring the adoption of a Conflict of Interest Code applicable to the Board of Directors and certain designated positions; and

WHEREAS, the Board of Directors of the Southern California Logistics Airport Authority on June 10, 1997 adopted the Conflict of Interest Code of the City of Victorville as the Conflict of Interest Code for the Southern California Logistics Airport Authority; and

WHEREAS, this Conflict of Interest Code, adopted in the spirit of said interpretation of the Political Reform Act of 1974, imposes no additional requirements of disclosure not already set forth in said Act; and

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the Code must be amended.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. ADOPTION OF CONFLICT OF INTEREST CODE. In compliance with Section 87300 of the Government Code, the Board of Directors hereby amends the Conflict of Interest Code for certain designated positions, which is attached hereto as Exhibit "A".

Exhibit "A"

CONFLICT OF INTEREST CODE FOR THE CITY OF VICTORVILLE

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Victorville.

Designated employees shall file statements of economic interests with the agency who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Upon receipt of the statements of the Victorville City Council, Victorville Planning Commission, City Treasurer, City Attorney and City Manager, the agency shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Statements for all other designated employees will be retained by the agency.

APPENDIX 1

Designated Positions

I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in Appendix 1a.

Airport Director
Assistant Planner
Associate Planner
Building Inspector I
Building Inspector II
Building Technician
Building Inspector I/Code Enforcement Officer
City Clerk
City Engineer
Deputy City Manager
Director of Community Services
Director of Development
Director of Economic Development
Director of Human Resources
Director of Human Resources
Director of Information Services
Director of Public Information
Director of Public Works
Director of Victorville Municipal Utilities
Fire Chief
Foreign Trade Zone Director
General Manager/Water
Plan Checker
Planning Technician
Senior Building Inspector
Senior Plan Checker
Senior Code Enforcement Officer
Senior Planner

II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of Appendix 1a.

Airport Maintenance Manager
Assistant City Engineer
Assistant Director of Building
Assistant Director of Community Services
Assistant Director of Finance
Assistant Director of Planning
Golf & Grounds Manager
HCD Program Manager
Housing Manager
Information Services Manager
Municipal Utilities Manager
Park & Facility Development Manager

Assistant Director of Public Works
Battalion Chief
Building Development Manager
Building Inspection Manager
Deputy Fire Marshall
Division Chief
Facilities Manager
Plan Check Manager
Public Works Manager
Recreation Services Manager
Redevelopment Manager
Senior Management Analyst
Senior Planner
Traffic Engineer

III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 3 of Appendix 1a.

Applications Administrator
Emergency Services Coordinator
Enforcement Officer/Ordinances
Finance Manager
Fire Safety Specialist
Hazardous Materials Specialist
Inspector
Management Analyst
Network Administrator
Public Works Inspector
Purchasing Manager
Senior Fire Safety Specialist
Solid Waste Manager
Utility Project Specialist

IV. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 4 of Appendix 1a.

Consultants

V. Officials Who Manage Public Investments:

It has been determined that the positions listed below manage public investments and will file the Form 721 statement of economic interests:

Board of Directors of the
Victorville Public Development Corporation

APPENDIX 1a

Disclosure Categories

Category 1

(a) Interests in real property[1] which is located in whole or in part either (1) within the boundaries of the City, or (2) within two miles of the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is greater than $1,000.

(b) Investments[2] in or income[3] from business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the City.

(c) Investments[2] in or income[3] from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

Category 2

Investments[2] in or income[3] from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is employed. Investments include interests described in Category 1.

Category 3

Investments[2] in or income[3] from business entities which are contractors or subcontractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is employed. Investments include the interests described in Category 1.

Category 4

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

---

1. Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns directly, indirectly or beneficially, a ten percent interest or greater.

2. (A) Investments include:

(1) Any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interest;

(2) A pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns directly, indirectly or beneficially, a ten percent interest or greater.

(B) Investment does not include:

(1) A time or demand deposit in a financial institution, shares in a credit union, any insurance policy or any bond or other debt instrument issued by any government or government agency;

(2) Any asset whose fair market value is less than $1,000.

3. No source of income is reportable unless the income received by or promised to the public official aggregates $250 in value during the preceding 12-month reporting period.

VICTORVILLE REDEVELOPMENT AGENCY
AGENDA

REGULAR MEETING
NOVEMBER 21, 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

CONTINUED PUBLIC HEARING

2. A CONTINUED PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. R-06-010 ENTITLED:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION

CONSENT CALENDAR

3. 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:

A. MAP CASE NO. 04-09-04 (GUZMAN)
B. MAP CASE NO. 00-03-09 (LOZADA)

WRITTEN COMMUNICATIONS

4. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-06-014 ENTITLED:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION

5. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. R-06-015 ENTITLED:

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF VICTORVILLE AS THE CONFLICT OF INTEREST CODE FOR THE VICTORVILLE REDEVELOPMENT AGENCY AND RESCINDING RESOLUTION NO. R-04-011

***ADJOURNMENT

VICTORVILLE
California

AGENDA ITEM

RDA REGULAR MEETING
MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 11/14/06

SUBJECT: PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

RECOMMENDATION: N/A

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

--Finance Department Use Only--
Additional Appropriation:

____No
____Yes/$ Amt.:

Finance Director Review and Approval____

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

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

CB/dl

Public Comment
#1
11-21-06

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VICTORVILLE
California

JOINT PUBLIC HEARING
VICTORVILLE CITY COUNCIL AND
VICTORVILLE REDEVELOPMENT AGENCY
MEETING OF: September 5, 2006

Cont'd 11-21-06

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: August 22, 2006

SUBJECT: Disposition and Development Agreement – Costco Wholesale Corporation (Costco Retail Project)

RECOMMENDATION: That Your Honorable City Council and Redevelopment Agency Board of Directors adopt Resolution No. 06-150 & R-06-010 respectively, approving the Disposition and Development Agreement (DDA).

FISCAL IMPACT: $5,750,000 (Revenue)

Budget:
Budget Account No.:

--FINANCE DEPARTMENT USE ONLY—
Additional Appropriation:
No____
Yes/$Amount_____
Approved_____

DISCUSSION: On December 30, 2005 the Redevelopment Agency entered into a Purchase and Sale Agreement for the purposes of acquiring the former Home Base building with the ultimate intent of preserving that property to accommodate a Costco expansion. On February 28, 2006 the Agency closed escrow and became the owner of the currently vacant 104,000 square foot retail building, which sits on 10.02 acres of property. On June 21, 2006 the RDA entered into a Letter of Intent with Costco Wholesale, which served as a general framework for terms to be incorporated into the ultimate DDA. Before the City Council and Board of Directors is a DDA which will cause the sale of the subject site to Costco Wholesale. As a condition to the close of escrow, the Agency will be required to demolish the existing 104,000 square foot building and cap the utilities at the property line to the best extent possible. In exchange for the sales price, Costco will build-out approximately 160,000 square feet of new retail space within 12-months. Preliminarily, Costco is considering accelerating that schedule for a June or July, 2007 grand opening.

Cont'd. Public Hearing
#2
11-21-06

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

Costco proposes to continue to operate out of there existing warehouse until the grand opening date, upon which, once the new facility becomes operational, Costco proposes to demolish their existing building and cause the construction of 50,000 square feet of new retail space to be made available for retain users to be mutually agreed upon by both the Agency and Costco. Staff believes that redevelopment of the former Home Base site enhances our ability to remove blight from the Project Area, that it pumps new economic life into the entire retail center, and that this is an opportunity to retail nearly 315 jobs within the Hook Redevelopment Project Area. Therefore, staff recommends approval.

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

KCM:jrt

Attachments: Resolution No. 06-150
Resolution No. R-06-010
Disposition and Development Agreement
Summary Report
Site Map

CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA

RESOLUTION NO. 06-150

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION

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

WHEREAS, the City Council of the City of Victorville, California (the "City Council") along with the Agency have caused the adoption of a Redevelopment Plan for the Bear Valley Road Redevelopment Project area, as amended; and

WHEREAS, Costco Wholesale Corporation (hereinafter referred to as the "Developer") seeks to acquire and develop property as an approximately 160,000 square foot Costco wholesale commercial center (the "Warehouse"); and

WHEREAS, the Agency owns certain property (the "Property") which is located within the duly established Hook subarea of the Bear Valley road Redevelopment Project Area of the City; and

WHEREAS, the Developer has indicated that Developer desires to acquire the Property from the Agency in order to cause development thereof in accordance with the Redevelopment Plan; and

WHEREAS, the Agency has deemed it desirable to enter into a Disposition and Development Agreement (the "Agreement") with the Developer in the form attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Agency and City Council have held a duly noticed public hearing on September 5, 2006, in accordance with Section 33431 of the California Health and Safety Code pertaining to the Agreement; and

WHEREAS, the Agency and City Council have held a duly noticed public hearing on September 5, 2006, in accordance with Section 33433 of the California Health and Safety Code and have caused the preparation of, and made available for public inspection, a report including a summary of the transaction; and

WHEREAS, the Agency and the City Council have evaluated the Agreement and all evidence and testimony for and against the approval of the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

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

Section 3. The City Council, having held a duly noticed public hearing, finds and determines that the disposition of the Property to the Developer, pursuant to the Agreement, will be of benefit to the Agency and the City and will also promote redevelopment within the Project Area of the Agency.

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

Section 5. The City Council hereby finds that the purchase of the Property by the Developer from the Agency is above fair market value at the Property's highest uses permitted.

Section 6. The City Council hereby approves the Agreement.

Section 7. This Resolution shall take effect upon its adoption.

CITY COUNCIL OF THE
CITY OF VICTORVILLE

AGENDA

September 5, 2006

Item: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION**

Exhibit "A" - Disposition and Development Agreement

Action to be Taken: Adopt Resolution append Exhibit A.

Certified copy of Resolution to be returned to Green, de Bortnowsky & Quintanilla, LLP

EXHIBIT "A"

DISPOSITION AND DEVELOPMENT AGREEMENT
(Costco Wholesale Corporation)

VICTORVILLE REDEVELOPMENT AGENCY

RESOLUTION NO. R-06-010

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION

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

WHEREAS, the City Council of the City of Victorville, California (the "City Council") along with the Agency have caused the adoption of a Redevelopment Plan for the Bear Valley Road Redevelopment Project area, as amended; and

WHEREAS, Costco Wholesale Corporation (hereinafter referred to as the "Developer") seeks to acquire and develop property as an approximately 160,000 square foot Costco wholesale commercial center (the "Warehouse"); and

WHEREAS, the Agency owns certain property (the "Property") which is located within the duly established Hook subarea of the Bear Valley Road Redevelopment Project Area of the City; and

WHEREAS, the Developer has indicated that Developer desires to acquire the Property from the Agency in order to cause development thereof in accordance with the Redevelopment Plan; and

WHEREAS, the Agency deems it desirable to enter into a Disposition and Development Agreement (the "Agreement") with the Developer in the form attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Agency and City Council have held a duly noticed public hearing on September 5, 2006, in accordance with Section 33431 of the California Health and Safety Code pertaining to the Agreement; and

WHEREAS, the Agency and City Council have held a duly noticed public hearing on September 5, 2006, in accordance with Section 33433 of the California Health and Safety Code and have caused the preparation of, and made available for public inspection, a report including a summary of the transaction; and

WHEREAS, the Agency and the City Council have evaluated the Agreement and all evidence and testimony for and against the approval of the Agreement.

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

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

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

Section 3. The Agency, having held a duly noticed public hearing, finds and determines that the disposition of the Property to the Developer, pursuant to the Agreement, will be of benefit to the Agency and the City and will also promote redevelopment within the Project Area of the Agency.

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

Section 5. The Agency hereby finds that the purchase of the Property by Developer from the Agency is above fair market value at the Property=s highest uses permitted.

Section 6. The Agency hereby approves the Agreement and authorizes the execution of the Agreement by the Chairman and Secretary of the Agency with such changes as may be approved by the Agency Chairman and Agency legal counsel.

Section 7. This Resolution shall take effect upon its adoption.

VICTORVILLE REDEVELOPMENT AGENCY

AGENDA

September 5, 2006

Item: **RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION**

Exhibit "A" - Disposition and Development Agreement

Action to be Taken: Adopt Resolution append Exhibit A.

Certified copy of Resolution to be returned to Green, de Bortnowsky & Quintanilla, LLP

EXHIBIT "A"

DISPOSITION AND DEVELOPMENT AGREEMENT
(Costco Wholesale Corporation)

RECORDING REQUESTED BY:

VICTORVILLE REDEVELOPMENT AGENCY

WHEN RECORDED MAIL TO:

CITY OF VICTORVILLE
14343 Civic Drive
Victorville, Ca 92392

(Space above for Recorder's Use)

DISPOSITION AND DEVELOPMENT AGREEMENT

(COSTCO PROJECT)

DISPOSITION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

VICTORVILLE REDEVELOPMENT AGENCY

AND

COSTCO WHOLESALE CORPORATION

DRAFT

THIS AGREEMENT is entered into by and between the Victorville Redevelopment Agency (the "Agency"), and Costco Wholesale Corporation, a Washington corporation (hereinafter referred to as the "Developer"). The Agency and the Developer agree as follows:

ARTICLE I

SUBJECT OF AGREEMENT

Section 1.01. Purposes of Agreement. The purpose of this Disposition and Development Agreement (the "Agreement") is to effectuate redevelopment within the boundaries of the City of Victorville (the "City") by providing for the purchase and the redevelopment by the Developer of certain real property located within the duly established Hook subarea of the Bear Valley Road Redevelopment Project Area of the City and as described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The purchase and the redevelopment of the Property by the Developer pursuant to this Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests 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.

Section 1.02. The Redevelopment Plan. The Redevelopment Plan for the Bear Valley Road Redevelopment Project (the "Redevelopment Plan") was approved and adopted by the City Council of the City of Victorville by duly adopted Ordinance in accordance with the provisions of the Community Redevelopment Law of the State of California (the "Community Redevelopment Law"). This Agreement shall be subject to the provisions of the Community Redevelopment Law. The Agency represents and warrants that the uses and improvements to be constructed on the Property in accordance with the Scope of Development attached hereto as Exhibit "B" and incorporated herein by reference (the "Project") comply with the provisions of the Community Redevelopment Law.

Section 1.03. 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.

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b. The Developer is Costco Wholesale Corporation, a Washington Corporation. The principal office of the Developer for purposes of this Agreement is located at 999 Lake Drive, Issaquah, WA 98027 (Telephone Number: 425 313-8100, and for purposes of Section 6.01 hereof, any and all notices, demands or communications shall be sent to the Developer addressed to the parties set forth in Section 6.01.b below. Prior to the date hereof, the Developer shall provide to the Agency satisfactory evidence of the legal formation and existence of the Developer and the good standing of the Developer with the State of California (the "State") to transact business within the State, to hold title to the Property and to develop the Project, as hereinafter defined.

Section 1.04. Prohibition Against Change in Ownership, Management and Control of Developer, for Assignment of Agreement.

a. The qualifications and identity of the Developer is of particular concern to the Agency. It is because of these qualifications and identity that the Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein.

b. The Developer shall not assign all or any part of this Agreement prior to the issuance of a Certificate of Completion for the Property without the prior written approval of the Agency, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, or any other provision of this Agreement, Developer may assign all or any part of this Agreement to a wholly-owned affiliate without the consent of the Agency so long as the Developer is not released from its liability hereunder. In the event of such an assignment, Developer shall provide written notice to the Agency within five (5) days of such assignment. Further, notwithstanding the foregoing, or any other provision of this Agreement, subject to the prior written consent of Agency, which consent shall not be unreasonably withheld or delayed, Developer may assign its rights and obligations under this Agreement as they relate to the "Residual Outparcel" (as defined in Section 3.01.b below) and in such case, Developer shall be released

from all of its duties and obligations hereunder as they relate to the Residual Outparcel.

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c. The Developer shall promptly notify the Agency in writing of any and all changes whatsoever in the identity of the parties either comprising or in control of the Developer of which information the Developer or any of its members, officers or shareholders has been notified or may otherwise have knowledge or information. This Agreement may be terminated by the Agency if there is any significant or material change, whether voluntary or involuntary, in membership, ownership, management or control of the Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved by the Agency at the time of such change, prior to issuance of a Certificate of Completion for the Property as hereinafter provided; provided, however, that: (a) the Agency shall first notify the Developer in writing of its intention to terminate this Agreement pursuant hereto, and (b) the Developer shall have twenty (20) calendar days following the date of receipt of such written notice to commence and thereafter diligently and continuously proceed with the cure of the default of the Developer hereunder, and (c) the Developer shall submit evidence of the satisfactory completion of such cure to the Agency within thirty (30) calendar days following the receipt of such written notice in a form and substance deemed satisfactory to the Agency, in its reasonable discretion.

ARTICLE II

DISPOSITION OF PROPERTY

Section 2.01. Purchase of Property. The Developer shall purchase and the Agency shall sell the Property under the terms of this Agreement, and the attachments hereto, for the purposes of facilitating the development of the Project on the Property by the Developer.

Section 2.02. Developer's Purchase Price. As the purchase price for the Property, the Developer shall pay on or before the Close of Escrow, as hereinafter defined, and by means of the escrow hereunder a sum equal to Five Million Seven Hundred Fifty Thousand Dollars ($5,750,000.00) (the "Purchase Price").

Section 2.03. Damages and Remedies for Agency's Failure to Convey Property. In the event that the Agency through its own action or inaction fails to convey title to the Property to the

Developer pursuant to the terms of this Agreement, then that certain Deposit set forth in Section 2.04 hereof shall be returned in full to the Developer. In such event, Developer shall also have all other remedies available at law or in equity.

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Section 2.04. Good Faith Deposit.

a. As part of the Purchase Price and not in addition thereto, the Developer shall provide to the escrow a good faith cash deposit (the "Deposit") in the amount of One Hundred Thousand Dollars ($100,000.00).

b. In the event that this Agreement is terminated by the Developer pursuant to Section 5.06(a) of this Agreement, the Deposit shall be returned in full to the Developer.

c. The Deposit shall be remitted by the Developer concurrently with the opening of escrow and the Deposit shall be either: (a) applied to the Purchase Price at the Close of Escrow, solely upon the written notice and instruction of the Developer to the Escrow Agent and to the Agency, or (b) returned to the Developer through the escrow concurrently with the close of escrow, if the Developer otherwise pays the full Purchase Price through the escrow.

Section 2.05. Due Diligence Inspections. As used in this Agreement "Due Diligence Period" shall mean a period commencing on the opening of escrow and expiring one hundred twenty (120) days thereafter. During the Due Diligence Period, with reasonable advance notice to the Agency, Developer, its agents and representatives, shall be entitled to enter onto the Property during reasonable business hours to perform inspections and tests on the Property (the "Inspections"). After making such Inspections, Developer agrees to the extent possible to promptly restore the Property to substantially the condition that existed prior to the Inspections (which obligation shall survive the termination of this Agreement). Developer agrees to promptly deliver to the Agency, upon receipt of written request from the Agency, copies of all reports, studies and results of the physical Inspection obtained or conducted by the Developer with respect to the Property.

The Agency agrees to use best faith efforts to provide all documentation and information regarding the Property and the development potential of the Property to the Developer orbefore its execution of this Agreement.

Developer agrees to keep the Property free from all liens and to indemnify, defend and hold harmless the Agency, its officers, directors, agents and employees and their respective successors and assigns from and against all claims, actions, losses, liabilities, damages, costs and expense (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered or claimed against the Agency by reason of any damage to the Property or injuries to persons caused by the Developer and/or its agents, employees or contractors in exercising its rights under this Section 2.05, provided, however, that Developer shall not be required to indemnify, defend or hold harmless the Agency, and shall have no liability to the Agency relating to (i) any claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) relating to or arising out of hazardous materials (including any release or migration thereof) discovered or existing in, on or adjacent to the Property prior to the time of such Inspections, including, without limitation, any claim for diminution in value of the Property; (ii) any injury, property damage or liability relating to negligence or willful misconduct of the Agency; or (iii) any claims, actions, losses, liabilities, damages, costs, or expenses arising out of or in connection with the discovery or reporting of any adverse physical condition, title condition, or other defect with respect to the Property.

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Developer may terminate this Agreement at any time prior to the end of the Due Diligence Period for any reason or no reason at all, upon written notification to the Agency and the Escrow Agent of the termination.

Section 2.06. Escrow.

a. The Agency and the Developer agree to establish an escrow for the purchase and sale of the Property at First American Title Insurance Company (the "Escrow Agent"). The escrow shall be opened within ten (10) business days after the Agency has formally approved this Agreement.

b. The Agency and the Developer 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, delivered to the Agency and the Developer, within five (5) calendar days after the establishment of the escrow, shall carry out its duties as the Escrow Agent hereunder.

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

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d. The Developer shall pay one half of any escrow fees related to the transfer of the Property from the Agency to the Developer, promptly after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but in any event, prior to closing of escrow. The Agency shall pay one half of any escrow fees and any and all State, County or City documentary transfer taxes.

e. The Agency, at its own cost, shall prepare, timely and properly execute, acknowledge and deliver to the Escrow Agent a grant deed conveying to the Developer title to the Property in accordance with the requirements of this Agreement.

f. The Escrow Agent shall cause a Preliminary Title Report to be prepared and issued by First American Title Insurance Company (the "Title Company") and shall promptly provide the Agency and the Developer with copies thereof along with legible copies of all reported title exceptions. The Agency shall pay only for that portion of the title insurance premiums attributable to a C.L.T.A. standard form policy of title insurance in an amount equal to the Purchase Price. The Developer shall pay for all other premiums for title insurance coverage or special endorsements. The Agency and the Developer must approve the Preliminary Title Report in writing as a condition precedent to close of escrow.

g. 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.

h. All communications from the Escrow Agent to the Agency or the Developer shall be directed to the respective parties at the addresses set forth in Section 1.03 of this Agreement for notices, demands and communications between the Agency and the Developer.

Section 2.07. Conveyance of Title and Delivery of Possession.

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a. Subject to the conditions set forth in Section 2.10 hereof and to any mutually agreed upon written extension of time or extensions otherwise authorized by this Agreement, conveyance to the Developer of title to the Property in accordance with the provisions of this Section and Section 2.09 of this Agreement shall be completed upon the date thirty (30) days after the satisfaction or waiver by Developer of the conditions set forth in Section 2.10, but in no event later than _____ (AClose of Escrow"). The Agency and the Developer agree to perform all acts necessary for conveyance of title to the 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 Property shall be delivered to the Developer concurrently with the conveyance of title. The Developer shall accept title and possession to the Property on the date established therefor in this Section.

Section 2.08. Form of Deed. The Agency shall convey to the Developer title to the Property in the condition provided in Section 2.09 of this Agreement by a grant deed substantially in the form attached hereto as Exhibit "C".

Section 2.09. Condition of Title. The Title to the Property conveyed by the Agency to the Developer shall be a marketable title free and clear of encumbrances and exceptions, except for: (a) the agreements, covenants and conditions of this Agreement and the Grant Deed, (b) such pre-existing easements or rights-of-way as may be disclosed by the Preliminary Title Report and approved by the Developer as provided herein, and (c) real property taxes for the fiscal year in which escrow closes which constitute a lien not yet payable. Developer shall approve or disapprove such pre-existing matters on or before the end of the Due Diligence Period. In the event any new matter arises after the Due Diligence Period, Agency shall provide Developer with notice of such matter and Developer shall have twenty (20) calendar days thereafter to approve or disapprove the matter. In the event Developer disapproves the matter, Developer shall have the right to terminate this Agreement and receive the return of the Deposit. Notwithstanding the foregoing, all monetary liens and encumbrances shall be deemed disapproved and Agency shall cause the Property to be conveyed to Developer at the Close of Escrow free and clear of all such matters. From and after the date of this Agreement, the Agency agrees not to voluntarily create any encumbrances or exceptions without the prior consent of Developer.

Section 2.10. Conditions for Close of Escrow

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a. The Agency's obligation to convey the Property to the Developer and the Close of Escrow shall be expressly conditioned upon Developer's deposit into the escrow of the Purchase Price and all other sums required to be deposited by it into the escrow pursuant to this Agreement.

b. The Developer's obligation to purchase the Property from the Agency and the Close of Escrow shall be expressly conditioned upon satisfaction or waiver by the Developer of each of the following:

1. During the Due Diligence Period, Developer shall have the right to inspect the Property, evaluate the transaction which is the subject of this Agreement and terminate this Agreement for any reason or for no reason. Developer's right to inspect the Property and evaluate the transaction shall include, without limitation, the right to (i) conduct such soils, engineering, hazardous waste, geotechnical, wetlands and other studies in connection with the Property and Developer's proposed development of the Property, in its sole and absolute discretion, deems necessary or desirable, and (ii) determine in Developer's sole and absolute discretion, that the site plan, parking plan and access plan for the Property are acceptable, that utilities of adequate capacity serve the Property, that construction of the improvements contemplated by Developer will not require extraordinary, excessive or unusually costly design elements or construction techniques, that drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs, that the Property will satisfy Developer's financial and competitive objectives in the trade area, and that the Property is economically and otherwise feasible for Developer's intended use.

2. The Agency shall be able to convey good, marketable and insurable title to the Property to Developer, subject only to those exceptions approved by the Developer as provided in this Agreement and delivery of title insurance evidencing such title as set forth in Section 2.13 of this Agreement.

3. The Developer shall have received final approval of any changes in zoning, variances, special or conditional use permits, site plan approvals, parcel maps, lot line adjustments, environmental approvals, signage approvals,

grading and building permits, operating permits and licenses or other approvals under applicable law, or as may be required by the covenants, conditions and restrictions affecting the Property, as are necessary or desirable for Developer's intended use and development of the Property (the "Intended Use"). For the purposes of this Agreement, "final approval" shall mean approval by the applicable governmental agency authorized to grant such approval and expiration of any and all appeal or challenge periods with respect to any such approval without any appeal being taken or judicial challenge to such approval being filed or threatened. All such approvals shall be being subject to such conditions as are reasonably acceptable to Developer in its sole and absolute discretion.

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4. The Property shall constitute two separate legal parcels as described in Exhibit "A" and shall be in compliance with all of the applicable provisions of the Subdivision Map Act.

5. The results of any hazardous substance site assessment to be performed at Developer's expense on the Property does not disclose evidence suggesting the presence of any hazardous materials or environmental contamination, or if present, the same shall have been approved by Developer based on such assessment. To the best of the Agency's knowledge, the Agency is unaware of the presence of any environmental contamination.

6. The Agency shall have completed the Clearing and Grading, as hereinafter defined.

7. The representations and warranties of Agency contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Agency shall have performed all agreements, undertakings and obligations and complied with all conditions required by this Agreement to be performed and/or complied with by Agency.

9. As of the date of the Close of Escrow, there shall have been no material adverse change in the condition of the Property or in the Developer's ability to develop, construct, open and operate the Project in accordance with Developer's schedule.

10. No litigation, referendum, moratorium, statute, order, regulation, ordinance, legislation, judgment, ruling or decree shall have been enacted, adopted, issued or entered, or shall be pending or in effect, that could adversely affect the Property, the approvals or Developer's ability to develop, construct, open and operate its Property in accordance with Developer's schedule.

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Section 2.11. Time and Place for Delivery of Documents to Escrow. Subject to any mutually agreed upon written extensions of time or any extensions otherwise authorized by this Agreement, the parties shall deposit with the Escrow Agent promptly at such time as such documents have been fully prepared and executed, but in no event later than five (5) calendar days before the date established for the conveyance of the Property, any and all documents including but not limited to Certificates of Non Foreign Status which are required in order for escrow to close in accordance with this Agreement. The grant deed conveying the Property from the Agency to the Developer hereunder shall be prepared by the Agency, at the Agency's expense. The legal descriptions regarding the Property will be supplied by the Agency. All other documents required to be recorded in order to permit the Close of Escrow shall be prepared by the Developer at its cost and expense.

Section 2.12. Payment of the Consideration and Recordation of the Grant Deed(s) and other Documents. Payment of the Purchase Price shall be made by the Developer to the Escrow Agent prior to the Close of Escrow. When the parties have deposited into escrow all documents and funds as required by this Agreement and all conditions for the Close of Escrow have been satisfied or waived, the Escrow Agent shall promptly file for recordation among the land records in the Office of the County Recorder where the Property is located: (i) the grant deed to the Property, and (ii) this Agreement. The Escrow Agent shall thereafter promptly provide a copy of said recorded documents to both parties, shall promptly deliver the Purchase Price to the Agency and shall promptly deliver to the Developer a title insurance policy insuring title in conformity with this Agreement.

Section 2.13. Title Insurance. Concurrently with recordation of the grant deed to the Property, the Title Company shall provide and deliver to the Developer an A.L.T.A. form B-1970 (revised 10/17/70) owner's policy of title insurance issued by the Title Company insuring that the title to the Property is as required pursuant to the terms of this Agreement. The title insurance policy shall be in the amount of the Purchase Price of the Property. The cost of the policy shall be allocated in accordance with the provisions of Section 2.06(f) of this Agreement.

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Section 2.14. Taxes and Assessments. Ad valorem taxes and assessments, if any, on the Property and taxes upon this Agreement or any rights hereunder levied, assessed or imposed as to any period prior to conveyance of title through the escrow, shall be borne by the Agency. Such amounts shall be prorated by escrow as of the Close of Escrow. Agency's obligation hereunder shall survive the Close of Escrow.

Section 2.15. Zoning of the Property and Environmental Approvals. The Agency represents and warrants that, subject to compliance with any and all conditions as may be approved by the City's Planning Commission, the City's general plan, zoning ordinance and all other applicable City rules, regulations, ordinances, standards and policies permit the contemplated development, construction and operation of the Property in accordance with this Agreement.

Except with respect to the Clearing and Grading, as hereinafter defined, which are the Agency's sole responsibility, the Developer shall use its commercially reasonably best efforts to cause compliance with any environmental requirements of the California Environmental Quality Act ("CEQA") applicable to this Agreement and the Project. The Developer shall apply for any and all other necessary permits applicable to the Project.

Section 2.16. Condition of the Property.

a. The Property shall be free and clear of all vertical improvements which shall be demolished by the Agency at its sole cost. Such improvements include, but are not limited to, the existing Home Base building, the outdoor garden center and all asphalt, lighting fixtures and other related improvements. It is the intent of the parties that parking lot improvements shall not be removed. The Agency may leave on the Property certain building materials in a crushed state at a location approved by Developer, which can be used by Developer as base soil material and backfill (e.g., asphalt and concrete) in accordance with the specifications

set forth in Exhibit "B" (the "Clearing and Grading"). All existing utilities will be capped and left in place at their current locations on the Property.

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b. Except as provided in subparagraph a. above, the Property shall be conveyed in an "as is" condition with no warranty or liability, except as otherwise provided herein, express or implied on the part of the Agency as to the condition of the soil, its geology or the presence of known or unknown faults or defects.

c. It shall be the responsibility solely of the Developer, at the Developer's expense, to investigate and determine the soil and seismic conditions of the Property and its suitability for the development to be constructed thereon. Except as provided in subparagraph a. above, it shall be the responsibility solely of the Developer, at the Developer's expense, to perform all work necessary to prepare the Property for development.

Section 2.17. Submission of Evidence of Financing Commitments.

a. Developer submitted to the Agency evidence reasonably satisfactory to the Agency that the Developer has sufficient funds of its own for land purchase and construction, all as may be necessary for the purchase of the Property and construction of the Project on the Property in accordance with this Agreement.

b. Any and all financing for the development of the Property shall be obtained from reputable, recognized and well-established financial institutions or lending sources including, but not limited to, banks, savings and loan institutions, insurance companies, real estate investment trusts, pension programs and the like. Whenever the source of financing for all or any part of the development is from other than the Developer, the Developer shall promptly submit the following to the Agency:

1. Copies of all construction and/or land purchase financing commitments received by the Developer; and

2. Proof of acceptance of each such loan commitment by the Developer and proof of payment of all up-front loan commitment fees, if any.

c. The Executive Director of the Agency or his or her designee shall approve or disapprove such documents and/or financing commitments or sources within fifteen (15) business days of receipt by the Agency of the documents and information required hereunder; provided, however, that the failure of the Executive Director or his or her designee to disapprove any of the foregoing matters in writing within said fifteen (15) business day period shall be deemed to constitute approval thereof. Any disapproval shall be in writing and shall specify in detail the basis for the disapproval.

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ARTICLE III

DEVELOPMENT OF THE SITE

Section 3.01. Development by Developer.

a. The parties agree that the Property shall be developed as an approximately 160,000 square foot Costco wholesale commercial center (the "Warehouse") within the limitations established in the Scope of Development set forth in Exhibit "B" attached hereto and incorporated herein by reference. Development of the Warehouse will also require acreage from the immediately adjacent site which is controlled by Developer and whereupon Developer's existing operations are located. To facilitate this requirement, Developer may cause, at its sole cost and expense, the demolition of all improvements and clearing of the adjacent site and may use a portion of said existing site, as may be reasonably necessary, to facilitate construction of the Warehouse. The development of the Warehouse facility is sometimes hereinafter referred to as the "Project".

b. Upon completion of construction of the Warehouse Facility, it is anticipated that there will be a significant portion of the currently existing Costco site (consisting of approximately [to be determined] acres) which shall be available for future retail development (the "Residual Outparcel"). Developer intends for the Residual Outparcel to be developed with related uses consisting of at least 50,000 square feet of retail space (the "Retail Center"), provided, however, that in the event that the Residual Outparcel is not developed for such retail uses within twenty four (24) months following the Close of Escrow, the Agency shall have the option to repurchase the Residual Outparcel on the terms set forth below for a purchase price equal to ninety percent (90%) of its then fair market value as determined by an independent MAI appraiser selected through mutual agreement of the parties. Such option must be exercised by the Agency within

three (3) months of the date that a determination has been made by the parties that the Residual Outparcel will not be developed, otherwise the option shall automatically terminate and be of no further force and effect. Such option shall be exercised by written notice from the Agency to Developer of the exercise of the option. If the parties are unable to agree within seven (7) business days upon an appraiser, each shall appoint an appraiser within three (3) business days, and the two so selected shall appoint a third appraiser; if the two so selected are unable to agree within seven(7)business days on a third appraiser, the third appraiser shall be appointed by the presiding judge of the Superior Court in Los Angeles County, California, upon application of either party, and the average of the appraisals of the two closest appraisers shall be binding on both parties. All appraisal decisions shall be rendered within thirty (30) days after the appointment of the necessary appraiser(s). The cost of the appraisals shall be paid one-half (1/2) by Agency and one-half (1/2) by Developer. All appraisers shall be MAI appraisers or equivalent. In the event that Agency exercises its option pursuant to the terms hereof, the closing shall occur on or before ninety (90) days after the Agency exercises its right to purchase. All closing costs shall be split fifty-fifty (50/50) by Developer and the Agency. The transfer shall be as-is, without any representations and warranties. Upon the closing, the Developer shall be released from all duties and obligations under this Agreement related to the Residual Outparcel.

c. The City's zoning ordinance including, but not limited to, parking and height requirements, and the City's building requirements are applicable to the use and development of the Property pursuant to this Agreement. The Developer acknowledges that any change in the plans for development or the use of the Property as set forth in the Scope of Development shall be subject to the City's zoning ordinance and building requirements. No action by the Agency or the City with reference to this Agreement or related documents shall be deemed to constitute a waiver of any City parking, height or other requirements which are applicable to the Project or to the Developer, any successor in interest or tenant of the Developer or any tenant or successor in interest pertaining to the Property, except by modification or variance approved by the City consistent with this Agreement. The Agency shall cooperate with and shall assist the Developer in order to obtain modifications or variances from City zoning regulations necessary to develop the Property consistent with this Agreement and, in particular, with the Scope of Development, within sixty (60) calendar days following written application therefor by the Developer. Any failure by the City either to approve or disapprove any of such modifications or

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variances within said sixty (60) calendar day period shall constitute an enforced delay hereunder, and the Schedule of Performance, as defined hereinafter, shall be extended by that period of time beyond said sixty (60) calendar day period in which the City approves or disapproves such modifications or variances.

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d. The Scope of Development set forth in Exhibit "B" is hereby approved by the Agency upon its execution of this Agreement. The development of the Project shall be developed and completed in substantial conformance with the approved Scope of Development and any and all other plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and between the Developer and the Agency. The Agency agrees to approve preliminary and final construction plans and preliminary and final landscaping plans, if reasonably consistent with the approved Scope of Development.

e. The approval of the Scope of Development by the Agency hereunder shall not be binding upon the City Council or the Planning Commission of the City with respect to any approvals of the Project required by such other bodies. If any revisions of the Scope of Development as approved by the Agency shall be required by another government official, agency, department or bureau having jurisdiction over the development of the Property, the Developer and the Agency shall cooperate in efforts to obtain waivers of such revisions, or to obtain approvals of any such revisions which have been made by the Developer and have thereafter been approved by the Agency. The Agency shall not unreasonably withhold approval of such revisions.

f. Notwithstanding any provision to the contrary in this Agreement, but subject to the satisfaction of Developer's conditions set forth in Section 2.10, the Developer agrees to accept and comply fully with any and all reasonable conditions of approval applicable to all permits and actions of governmental entities other than the Agency, affecting the Project and consistent with this Agreement.

g. The Developer shall cause landscaping plans for the Project to be prepared by a licensed landscape architect acceptable to the Developer and the Agency. The Developer shall prepare and submit to the Agency for its approval, preliminary and final landscaping plans for the Property. These plans shall be prepared, submitted and approved within the times respectively established therefor in the Schedule of Performance as shown on Exhibit "D" attached hereto and incorporated herein by reference and shall be consistent with the Scope of Development. The Developer shall prepare and submit development plans, construction drawings and

related documents for the development of the Property consistent with the Scope of Development to the City and the Agency for review (including, but not limited to, architectural review of the exterior of structures); provided, however, that the Agency shall not have the right or responsibility to approve development plans, construction drawings or related documents for purposes of the issuance of a building permit or otherwise on behalf of the City, but shall only have the right of review and approval of such plans, drawings and documents for purposes of: (a) architecture and design of structures and the overall development of the Project, and (b) conformity of such plans, drawings and documents with the terms and conditions of this Agreement. The development plans, construction drawings and related documents shall be submitted in two stages -- preliminary and final drawings (i.e., working drawings), plans and specifications. Final drawings, plans and specifications are hereby defined as those which contain sufficient detail necessary to obtain a building permit from the City. Any such items submitted to and approved in writing by the Agency shall not be subject to subsequent disapproval by the Agency, and any such Agency approval shall not be unreasonably withheld.

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h. During the preparation of all drawings and plans for the Project and during the construction of the Project, the Agency Staff and the Developer shall hold regular progress meetings to coordinate the preparation by the Developer, and the submission to and review by the City and the Agency of construction plans and related documents. The Agency Staff and the Developer shall communicate and consult informally as frequently as is necessary to ensure that any such plans and related documents submitted by the Developer to the City and the Agency can receive prompt and speedy consideration.

i. The Agency shall have the right of reasonable architectural review and approval of building exteriors and design of the Project. The Agency shall also have the right to review all plans, drawings and related documents pertinent to the development of the Property, including but not limited to, any monuments, signs and related advertising applicable to the Property, in order to ensure that they are reasonably consistent with this Agreement and with the Scope of Development set forth in Exhibit "B".

j. The Developer shall timely submit to the City for its review and approval any and all plans, drawings and related documents pertinent to the development of the Property, as required by the City. The Agency shall cooperate with and shall assist the Developer in order for the Developer to obtain the approval of any and all development plans, construction drawings and related documents submitted by the Developer to the City consistent with

this Agreement within thirty (30) calendar days following the City's receipt of said plans. Any failure by the City to approve any of such plans or to issue necessary permits for the development of the Property within said thirty (30) calendar day period shall constitute an enforced delay hereunder, and the Schedule of Performance shall be extended by that period of time beyond said thirty (30) calendar day period in which the City approves said plans; provided, however, that in the event that the City disapproves of any of such plans, the Developer shall within thirty (30) calendar days after receipt of such disapproval revise and resubmit such plans in accordance with the City's requirements and in such form and substance so as to obtain the City's approval thereof.

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k. The Agency shall in good faith use its best efforts to cause the City to approve in a timely fashion any and all plans, drawings and documents submitted by the Developer hereunder and to cause the City not to impose new conditions inconsistent with: (a) prior plans, drawings and documents approved by the City or (b) the Scope of Development.

l. The Agency shall approve any modified or revised plans, drawings and related documents to which reference is made in this Agreement within the times established in the Schedule of Performance as long as such plans, drawings and related documents are generally consistent with the Scope of Development and any other plans which have been approved by the Agency. Upon any disapproval of plans, drawings or related documents, the Agency shall state in writing the reasons for such disapproval. The Developer, upon receipt of notice of any disapproval, shall promptly revise such disapproved portions of the plans, drawings or related documents in a manner that addresses the reasons for disapproval and reasonably meets the requirements of the Agency in order to obtain the Agency's approval thereof. The Developer shall resubmit such revised plans, drawings and related documents to the Agency as soon as possible after its receipt of the notice of disapproval and, in any event, no later than thirty (30) calendar days thereafter. The Agency shall approve or disapprove such revised plans, drawings and related documents in the same manner and within the same times as provided in this Section for approval or disapproval of plans, drawings and related documents initially submitted to the Agency.

m. If the Developer desires to make any material change in the final construction drawings, plans and specifications and related documents after their approval by the Agency and/or the City, the Developer shall submit the proposed change in writing to the Agency and/or the City for approval. The Agency shall notify

the Developer of approval or disapproval thereof in writing within thirty (30) calendar days after submission to the Agency. This thirty (30) calendar day period may be extended by mutual consent of the Developer and the Agency. Any such change shall, in any event, be deemed to be approved by the Agency unless rejected, in whole or in part, by written notice thereof submitted by the Agency to the Developer, setting forth in detail the reasons therefor, and such rejection shall be made within said thirty (30) calendar day period unless extended as permitted herein. The Agency shall use its best efforts to cause the City to review and approve or disapprove any such change as provided in Section 3.01(k) hereof.

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n. The Developer, upon receipt of a notice of disapproval by the Agency and/or the City, may revise such portions of the proposed change in construction drawings, plans and specifications and related documents as are rejected and shall thereafter resubmit such revisions to the Agency and/or the City for approval in the manner provided in Section 3.01(m) hereof.

o. The Developer shall have the right during the course of construction to make changes in construction concerning the interior of structures and "minor field changes" without seeking the approval of the Agency; provided, however, that such changes do not affect the type of use to be conducted within all or any portion of a structure. Said "minor field changes" shall be defined as those changes from the approved final construction drawings, plans and specifications which have no substantial effect on the improvements and are made in order to expedite the work of construction in response to field conditions. Nothing contained in this Section shall be deemed to constitute a waiver of or change in the City's Building Code requirements governing such "minor field changes" or in any and all approvals by the City otherwise required for such "minor field changes."

p. Except with respect to the Clearing and Grading, the costs of developing the Property and of constructing all improvements thereon as set forth in the Scope of Development shall be borne by the Developer.

q. Except with respect to the Clearing and Grading, the Developer shall at its expense cause to be prepared, and shall pay any and all fees pertaining to the review and approval thereof by the City, all required construction, planning and other documents reasonably required by governmental bodies pertinent to the development of the Property hereunder including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications and design review documents, and any documents prepared pursuant to CEQA in

connection with the filing of the Site Plan and shall cause the preparation by consultants selected or approved by the Agency and/or the City, at the cost and expense solely of the Developer, any and all documents required pursuant to CEQA for any change in the Scope of Development applicable to the Project.

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r. Except with respect to the Clearing and Grading, the Developer shall pay for any and all costs concerning the design, construction, relocation and securing of permits for utility improvements and connections, including sewers and sewer lines, power lines and poles, water lines, gas lines, cable lines and related vaults, storm drains and vaults, traffic access ways, lighting poles and standards, handicapped access ramps, construction of tree wells and planting of trees. The Developer shall obtain any and all necessary approvals prior to the commencement of applicable portions of said construction, and the Developer shall take reasonable precautions to ensure the safety and stability of surrounding properties during said construction.

s. The Developer shall use its commercially reasonable efforts to begin and complete all construction and development and undertake all obligations and responsibilities of the Developer within the times specified in the Schedule of Performance shown in Exhibit "D" attached hereto, or within such reasonable extensions of such times as may be granted by the Agency or as otherwise provided for in this Agreement. The Schedule of Performance shall be subject to revision from time to time as mutually agreed upon in writing by and between the Developer and the Agency. Any and all deadlines for performance by the parties shall be extended for any times attributable to delays which are not the fault of the performing party and are caused by the other party, other than periods for review and approval or reasonable disapprovals of plans, drawings and related documents, specifications or applications for permits as provided in this Agreement.

t. Prior to and during the period of construction of the Project, the Developer shall submit to the Agency written progress reports when and as reasonably requested by the Agency but in no event more frequently than every four (4) weeks. The reports shall be in such form and detail as may reasonably be required by the Agency, and shall include a reasonable number of construction photographs taken since the last such report submitted by the Developer.

u. Prior to the entry on the Property for the purpose of Inspection, the Developer shall furnish to the Agency certificates of insurance in the amount of One Million Dollars ($1,000,000.00), naming the Agency and the City as additional

insureds. Said insurance shall cover commercial general liability. In addition, the Developer shall provide to the Agency adequate proof of commercial automobile liability insurance covering owned, non-owned and hired vehicles, combined single limit in the amount of One Million Dollars ($1,000,000.00) each occurrence; and proof of workers' compensation insurance. Any and all insurance policies required hereunder shall be obtained from insurance companies admitted in the State of California and rated at least B+: XII in Best's Insurance Guide. Policy limits may not be reduced, terms changed or policy cancelled with less than thirty (30) days' prior written notice to City and Agency. Any and all insurance obtained by the Developer hereunder shall be primary to any and all insurance which the Agency and/or City may otherwise carry, including self insurance, which for all purposes of this Agreement shall be separate and apart from the requirements of this Agreement. Any insurance policies governing the Property as obtained by the Agency shall not be transferred from the Agency to the Developer. Any and all insurance required hereunder shall be maintained and kept in force until the Close of Escrow.

Developer shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the insurance required hereunder, but only so long as: (i) Developer (or an Affiliate providing the insurance) shall have a net worth of at least $25,000,000; and (ii) Developer (or an Affiliate providing the insurance) shall, upon request, provide a financial statement, prepared in accordance with generally accepted accounting principles, showing the required net worth Developer shall be deemed to have obtained the insurance for which Developer is self-insuring.

v. The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, religion, creed, national origin, or ancestry.

w. The Developer shall carry out its construction of the improvements on and off the Property in conformity with all applicable laws, including all applicable federal and state labor standards and requirements.

x. Before commencement of construction and development of any buildings, structures or other work or improvements upon the Property, the Developer shall, at its own expense, secure or shall cause to be secured, any and all permits which may be required for

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such construction, development or work by the City or any other governmental agency having jurisdiction thereof. The Agency shall cooperate in good faith with the Developer in the Developer's efforts to obtain from the City or any other appropriate governmental agency any and all such permits and, upon completion of applicable portions of the Project, certificates of occupancy.

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y. Officers, employees, agents or representatives of the Agency and the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours during the period of construction of the Project for the purposes of this Agreement including, but not limited to, the inspection of the work being performed in constructing the Project. The Agency and City shall, to the extent reasonable under the circumstances, provide twenty-four (24) hours notice prior to such access. Such officers, employees, agents or representatives of the Agency and/or the City shall be those persons who are so identified by the Executive Director. Any and all officers, employees, agents or representatives of the Agency and the City who enter the Property pursuant hereto shall identify themselves at the job site office upon their entrance on to the Property and shall at all times be accompanied by a representative of the Developer while on the Property; provided, however, that the Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours upon reasonable notice from the Agency. The Agency shall indemnify and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the Agency and/or the City of this right of access, other than injury, property damage or liability relating to the negligence of the Developer or its officers, agents or employees.

Section 3.02. Responsibility of the Agency. The Agency, without any expense of the Developer therefor and without the creation of the assessments or claims against the Property as a result thereof, shall perform the work comprising the Clearing and Grading, and shall assume any other obligations imposed on the Agency, if any, as set forth in the Scope of Development.

Section 3.03. Taxes, Assessments, Encumbrances and Liens. The Developer shall pay prior to the delinquency all real property taxes and assessments assessed and levied on or against the Property subsequent to the close of the escrow and the conveyance to the Developer of title to the Property hereunder. The Developer shall not place and shall not allow to be placed on the Property any mortgage, trust deed, deed of trust, encumbrance or lien not otherwise authorized by this Agreement. The Developer shall remove, or shall have removed, any levy or attachment made on the Property such as a materialmans claim, or shall assure the satisfaction thereof, within a reasonable time but in any event prior to a sale of the Property by the Agency to the Developer, or any portion thereof, thereunder. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The covenants of the Developer set forth in this Section relating to the placement of any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien, shall remain in effect only until the Certificate of Completion has been recorded with respect to the Property.

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Section 3.04. Prohibition Against Transfer.

a. Prior to the recordation of all Certificates of Completion with respect to each portion of the Property as set forth in Section 3.07 of this Agreement, the Developer shall not, without prior written approval of the Agency, or except as permitted by this Agreement, (i) assign or attempt to assign this Agreement or any right herein or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon. This prohibition shall not apply to any of the following: (i) the reasonable grant of limited easements or permits to facilitate the development of the Property; (ii) leases, other than ground leases, to prospective tenants whose use of the Property is in conformity with the Community Redevelopment Law and all applicable zoning laws or ordinances; and (iii) a transfer authorized by Section 1.04 hereof.

b. It is understood and agreed by the Developer that neither the Developer, nor its assigns or successors in interest to the Property or this Agreement, shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or any portion thereof to any entity or party, or for any use of the Property, that is partially or wholly exempt from the payment of real property taxes pertinent to the Property, or any

portion thereof, or which would cause the exemption of the payment of all or any portion of such real property taxes.

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c. In the absence of specific written agreement or approval by the Agency, and except as otherwise specifically provided herein, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve the Developer or any other party from any obligations under this Agreement. This condition shall remain in effect until recordation of the Certificate of Completion for the applicable portion of the Property.

Section 3.05. Security Financing; Right of Holders.

a. Notwithstanding any provision set forth in Section 3.04 hereof to the contrary, prior to recordation of the Certificate of Completion, Agency approval is required for any mortgages, deeds of trust, or any other form of lien required for any reasonable method of financing. The Agency shall grant approval if the purpose of securing loans of funds is for financing the acquisition of the Property, and any other expenditures necessary and appropriate to develop, occupy or use the Property under this Agreement. The Developer shall notify the Agency in writing in advance of any mortgage, deed of trust, or other form of lien for financing if the Developer proposes to enter into the same before the recordation of the Certificate of Completion. The Developer shall not enter into any such conveyance for financing without prior written approval of the Agency, which approval the Agency agrees to grant if any such conveyance is given to a responsible financial or lending institution including, without limitation, banks, savings and loan institutions, insurance companies, real estate investment trusts, pension programs and the like, or other acceptable persons or entities. Such lender shall be deemed approved unless rejected in writing by the Agency within seven (7) calendar days following its receipt of notice from the Developer, subject to written extension or shortening of time signed by both parties. Any disapproval shall be in writing and shall specify in detail the basis for the disapproval. Any lender approved by the Agency pursuant to this Section shall not be bound by any amendment, implementation agreement or modification to this Agreement occurring after recordation of said lender's lien.

b. In any event, the Developer shall promptly notify the Agency of any mortgage, deed of trust or other refinancing, encumbrance or lien that has been created or attached thereto prior to recordation of the Certificate of Completion on the Property whether by voluntary act of the Developer or otherwise; provided, however, that no notice of filing of preliminary notices or

mechanic's liens need be given by the Developer to the Agency prior to suit being filed to foreclose such mechanic's lien.

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c. The words "mortgage" and "deed of trust" as used herein shall be deemed to include all other customary and appropriate modes of financing real estate acquisition, construction and land development. The Agency agrees to make such amendments regarding the rights of any lender as the approved lender shall reasonably require.

d. The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no manner be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the grant deed for the Property be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

e. Whenever the Agency shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in the completion of construction of the improvements, or any breach or default of any other obligations which might entitle the Agency to terminate this Agreement or exercise its right to re-enter under Section 5.07 hereof, the Agency shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to commence the cure or remedy of any such default and to diligently and continuously proceed with such cure or remedy, within ninety (90) calendar days after the receipt of the notice; and to add the cost thereof to the security interest debt and the lien of its security interest. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession, such holder shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) calendar days after obtaining possession; provided that in the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within such ninety (90) calendar day period, such holder shall have such additional time as is reasonably necessary to remedy or cure such default of the Developer. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond

the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations by written agreement reasonably satisfactory to the Agency. The holder in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and must submit evidence satisfactory to the Agency that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder completing such improvements in accordance herewith shall be entitled, upon written request made to the Agency, to be issued a Certificate of Completion by the Agency.

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f. Prior to recordation of the Certificate of Completion, in any case where, one hundred twenty (120) calendar days after default by the Developer in the completion of construction of improvements under this Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Property or any portion thereof has not exercised the option to construct the applicable portions of the Project, or has exercised the option but has not proceeded diligently and continuously with construction, the Agency may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, including principal, accrued and unpaid interest, late charges, costs, expenses and other amounts payable to the holder by the Developer under the loan documents between holder and the Developer. If the ownership of the Property has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

1. The unpaid mortgage, deed of trust or other security interest debt, including principal, accrued and unpaid interest, late charges, costs, expenses and other amounts payable to the holder by the Developer under the loan documents between the holder and the Developer, at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings.)

2. All expenses, if any, incurred by the holder with respect to foreclosure.

3. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent ownership or management of

the Property, such as insurance premiums and real estate taxes.

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4. The cost of any improvements made by such holder.

5. An amount equivalent to the interest that would have accrued on the aggregate on such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency.

6. After expiration of the aforesaid one hundred twenty (120) calendar day period, the holder of any mortgage, deed of trust or other security affected by the option created by this Section, may demand, in writing, that the Agency act pursuant to the option granted hereby. If the Agency fails to exercise the right herein granted within thirty (30) calendar days from the date of such written demand, the Agency shall be conclusively deemed to have waived such right of purchase of the applicable portion of the Property or the mortgage, deed of trust or other security interest.

g. In the event of any other default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Property (or any portion thereof) prior to the issuance of a Certificate of Completion for the applicable portion or portions of the Property, and the holder has not exercised its option to complete the development, the Agency may cure the default prior to completion of any foreclosure. In such event, the Agency shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the Agency in curing the default. The Agency shall also be deemed to have a lien upon the Property (or any portion thereof) to the extent of such costs and disbursements. Any such lien shall be subordinate and subject to mortgages, deeds of trust or other security instruments executed for the sole purpose of obtaining funds to purchase and develop the Property as authorized herein.

Section 3.06. Right of the Agency to Satisfy Other Liens on the Property after Conveyance of Title. After the conveyance of title to the Property by the Agency to the Developer and prior to the recordation of the Certificate of Completion (referred to in Section 3.07 of this Agreement), and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, the Agency shall after sixty (60) calendar days prior written notice to the Developer have the right

to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Property, or any portion thereof, to forfeiture or sale.

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Section 3.07. Certificate of Completion.

a. Immediately following the written request therefor by the Developer and the completion of construction and development of the improvements, excluding any normal and customary tenant improvements and minor building and site development "punch-list" items, to be completed by the Developer upon the applicable portion of the Property, the Agency shall furnish the Developer with a Certificate of Completion for the Warehouse Facility or Retail Center, as applicable, substantially in the form in Exhibit "E" attached hereto. Notwithstanding any provision set forth herein to the contrary, the completion of construction and development of improvements on the applicable Property shall be deemed to include the completion of construction and development of any and all buildings on said Property and any and all parking, landscaping and related improvements necessary to support or which meet the requirements applicable to the building and its use and occupancy on said Property.

b. The Agency shall not unreasonably withhold the issuance of such Certificate of Completion. The Certificate of Completion shall be, and shall so state, that it is a conclusive determination of satisfactory completion of all of the applicable obligations of this Agreement with respect to the development of the applicable portion of the Property. After the recordation of the Certificate of Completion, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in such portion of the Property shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the grant deed, lease or other instrument of transfer which grant deed, lease or other instrument of transfer shall include the provisions of Section 4.01 through 4.05, inclusive, of this Agreement. Neither the Agency nor any other person, after the recordation of a Certificate of Completion, shall have any rights remedies or controls that it would otherwise have or be entitled to exercise under this Agreement with respect to the applicable Property, as a result of a default in or breach of any provision of this Agreement, and the respective rights and

obligations of the parties shall be limited to those set forth in the grant deed.

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c. Each Certificate of Completion shall be in such form as to permit it to be recorded in the Recorder's Office of the County where the Property is located.

d. If the Agency refuses or fails to furnish a Certificate of Completion after written request from the Developer, the Agency shall, within fifteen (15) calendar days of the written request or within three (3) calendar days after the next regular meeting of the Agency, whichever date occurs later, provide to the Developer a written statement setting forth the reasons with respect to the Agency's refusal or failure to furnish a Certificate of Completion. The statement shall also contain the Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building or site development "punch-list" items, the Agency will issue its Certificate of Completion upon the posting of a bond or irrevocable letter of credit, reasonably approved as to form and substance by the Agency Counsel and obtained by the Developer in an amount representing a fair value of the work not yet completed as reasonably determined by the Agency. If the Agency shall have failed to provide such written statement within the foregoing period, the Developer shall be deemed conclusively and without further action of the Agency to have satisfied the requirements of this Agreement with respect to the applicable portion of the Property as if a Certificate of Completion had been issued therefor.

e. Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements described herein, or any part thereof. Such Certificate of Completion shall not be deemed to constitute a notice of completion as referred to in Section 3093 of the California Civil Code, nor shall it act to terminate the continuing covenants or conditions subsequent contained in the Grant Deed attached hereto as Exhibit "C".

ARTICLE IV

USE OF THE SITE

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Section 4.01. Uses. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that upon completion of construction, the Property shall only be used for retail purposes. The Developer shall cooperate with the Agency in good faith to identify appropriate retail users for the Residual Outparcel.

It is understood and agreed by the Developer that neither the Developer, nor its assigns or successors in interest to the Property or this Agreement, shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or any portion thereof to any entity or party, or for any use of the Property, that is partially or wholly exempt from the payment of real property taxes pertinent to the Property, or any portion thereof, or which would cause the exemption of the payment of all or any portion of such real property taxes.

The Developer has estimated that upon completion of the Warehouse Facility, the Warehouse Facility will have an assessed valuation equal to _____ Dollars ($_____). The Agency acknowledges and agrees that the actual assessed valuation may be greater or less than said number and that said number is only Developer's best estimate of the proposed assessed valuation.

The Developer further estimates that when open and fully operational, the Warehouse Facility will result in the creation of approximately _____ (__) new jobs. The Agency acknowledges and agrees that the actual number of new jobs created may be greater or less than said number and that said number is only the Developer's best estimate of the approximate number of new jobs likely to be created.

Section 4.02. Maintenance of the Property. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that the Developer, such successors and such assigns shall maintain in good condition the improvements on the Property, shall keep the Property free from any accumulation of debris or waste material, subject to normal construction job-site conditions, and shall maintain in a neat, orderly, healthy and good condition the landscaping required to be planted in accordance with the Scope of Development. In the event the Developer, or its successors or assigns, fails to perform the maintenance as required herein, the

Agency and/or the City shall have the right, but not the obligation, to enter the Property and undertake such maintenance activities. In such event, the Developer shall reimburse the Agency and/or City for all reasonable sums incurred by it for such maintenance activities.

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Section 4.03. Obligation to Refrain from Discrimination. The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property; nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the Property.

Section 4.04. Form of Nondiscrimination and Non-segregation Clauses. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that the Developer, such successors and such assigns shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Property (or any part thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All deeds, leases or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under

or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants lessees, sublessee, subtenants, or vendees in the premises herein leased."

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c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or leased, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

Section 4.05. Effect and Duration of Covenants. The covenants established against discrimination shall remain in effect in perpetuity. All other covenants respecting the Property shall remain in effect from the date of the Grant Deed until that date which is ten (10) years following the date of the Grant Deed. Said covenants shall run with the land and shall constitute equitable servitudes thereon, and shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City.

The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community. The Agency shall have the right, if such covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or such other proper proceedings to enforce the curing of such breaches to which it or any other beneficiary of such covenants may be entitled, including, without limitation, to specific performance, damages and injunctive relief. The Agency shall have the right to assign all of its rights and benefits hereunder to the City.

ARTICLE V

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DEFAULTS, REMEDIES AND TERMINATION

Section 5.01. Defaults - General.

a. Subject to the extensions of time set forth in Section 6.05 hereof, failure or delay by either party to perform any term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if a party otherwise in default commences to cure, correct or remedy such default within thirty (30) calendar days, or such other time period specified in this Agreement, after receipt of written notice specifying such default and shall diligently and continuously prosecute such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such party shall not be deemed to be in default hereunder.

b. The injured party shall give written notice of default to the party in default, specifying the default complained of by the non-defaulting party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

c. Any failure or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 5.02. Legal Actions.

a. Except as otherwise provided in this Agreement, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California, in any other appropriate court in that County, or in the Federal District Court in the Eastern District of California.

b. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

c. In the event that any legal action is commenced by the Developer against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or Chairman or the Agency, or in such other manner as may be provided by law.

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d. In the event that any legal action is commenced by the Agency against the Developer, service of process on the Developer shall be made by personal service on CT Corporation System (or such other Agent for service of process and at such address as may be specified in written notice to the Agency), or in such other manner as may be provided by law, and shall be valid whether made within or without the State of California.

Section 5.03. Rights and Remedies are Cumulative. Except with respect to any rights and remedies expressly declared to be exclusive or limited in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 5.04. Damages. If either party defaults with regard to any provision of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the defaulting party does not diligently commence to cure such default within thirty (30) calendar days after service of the notice of default and promptly complete the cure of such default within a reasonable time, generally not to exceed ninety (90) calendar days (or such shorter period as may otherwise be specified in this Agreement for any specific default), after the service of written notice of such default, then, except as limited by the terms of this Agreement, the defaulting party shall be liable to the other party for damages caused by such default.

NOTWITHSTANDING THE FOREGOING, OR ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, AGENCY AND DEVELOPER AGREE THAT THE DAMAGES THAT WOULD BE SUFFERED BY AGENCY IN THE EVENT OF A DEFAULT BY DEVELOPER HEREUNDER IN CLOSING ON ITS PURCHASE OF THE PROPERTY AFTER THE SATISFACTION OF ALL OF DEVELOPER'S CONDITIONS OF CLOSING, BUT PRIOR TO AGENCY'S COMMENCEMENT OF DEMOLITION WORK ON THE PROPERTY, WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THE DEPOSIT REPRESENTS THE REASONABLE ESTIMATE BY THE PARTIES OF THE AMOUNT OF THE DAMAGES THAT AGENCY WOULD SUFFER BY REASON OF DEVELOPER'S DEFAULT. DEVELOPER AND AGENCY UNDERSTAND AND AGREE THAT THE VALUE OF THE PROPERTY IS SUBJECT TO CHANGE BY REASON OF GENERAL ECONOMIC CONDITIONS, THE LOCAL REAL

ESTATE MARKET, THE AVAILABILITY OF MORTGAGE FINANCING AND OTHER FACTORS BEYOND THE CONTROL OF DEVELOPER AND AGENCY AND THAT THE DEPOSIT IS A REASONABLE LIQUIDATED DAMAGE AMOUNT UNDER SUCH CIRCUMSTANCES. ACCORDINGLY, PROVIDED THE AGENCY HAS NOT COMMENCED ANY DEMOLITION WORK ON THE PROPERTY, THEN IN THE EVENT THE CLOSING DOES NOT OCCUR BECAUSE OF A DEFAULT BY DEVELOPER HEREUNDER, AND PROVIDED THAT ALL CONDITIONS TO DEVELOPER'S OBLIGATIONS HAVE BEEN SATISFIED AND AGENCY HAS COMPLIED WITH ALL OF ITS OBLIGATIONS HEREUNDER AND IS READY, WILLING AND ABLE TO CLOSE, AGENCY SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSIT THEN HELD BY TITLE COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY OR FORFEITURE, AS AGENCY'S SOLE AND EXCLUSIVE REMEDY FOR DEVELOPER'S DEFAULT AT LAW OR IN EQUITY. IN SUCH EVENT, UPON RECEIPT OF SUCH AMOUNT BY AGENCY, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND DEVELOPER AND AGENCY SHALL BE RELIEVED OF ANY FURTHER OBLIGATIONS OR LIABILITY HEREUNDER. DEVELOPER AND AGENCY SHALL SIGN BELOW THIS PARAGRAPH INDICATING THEIR AGREEMENT TO THE LIQUIDATED DAMAGE CLAUSE HEREIN CONTAINED. IN THE EVENT THAT THE AGENCY HAS COMMENCED THE DEMOLITION OF STRUCTURES ON THE PROPERTY, AS CONTEMPLATED BY THIS AGREEMENT, THEN THIS LIQUIDATED DAMAGES PROVISION SHALL NO LONGER BE APPLICABLE AND THE PARTIES WILL INSTEAD BE ENTITLED TO PURSUE ANY OF THE OTHER REMEDIES SET FORTH IN THE AGREEMENT OR AS MAY BE OTHERWISE PROVIDED IN LAW OR EQUITY, INCLUDING, BUT NOT LIMITED TO, SEEKING REIMBURSEMENT FOR COSTS INCURRED OR VALUE LOST AS A RESULT OF THE AGENCY'S COMMENCEMENT OF THE CLEARING AND GRADING WORK.

AGENCY _____ DEVELOPER _____

Section 5.05. Specific Performance. If either party defaults under any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon such defaulting party. If the defaulting party does not commence to cure the default and diligently and continuously proceed with such cure within thirty (30) calendar days after service of the notice of default, and such default is not cured within a reasonable time thereafter (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement. Notwithstanding the foregoing, Agency's sole remedy in the event of a default by Developer prior to the Close of Escrow and Agency's commencement of the Grading and Clearing shall be the liquidated

damages as set forth in Section 5.04 above, and Agency shall have no right of specific performance.

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Section 5.06. Rights and Remedies of Termination.

a. Termination by the Developer.

The Developer may terminate this Agreement if the Agency does not tender conveyance of title to and possession of the Property to the Developer in the manner and condition and by the date provided in this Agreement (or any and all extensions thereof as authorized by this Agreement), and if any such failure is not cured within fifteen (15) calendar days after written demand therefor submitted by the Developer to the Agency. Such written demand shall specify the Agency's default and the action required to cure same. Developer may also terminate this Agreement if one or more of the conditions set forth in Section 2.09(b) of this Agreement have not been satisfied or otherwise waived by Developer by the date set for Close of Escrow, such termination to be effective fifteen (15) calendar days after receipt by Agency of written notice from Developer specifying the one or more conditions set forth in Section 2.09(b) which have not been satisfied or waived by Developer. In the event of such termination by the Developer, the Deposit described in Section 2.04 hereof shall be returned to the Developer. Developer shall, in addition to the right to terminate, have available all other remedies against Agency available at law or in equity.

b. Termination by the Agency.

1. Notwithstanding any provision set forth in this Agreement to the contrary, upon written notice of default which shall specify the Developer's default and the action required to cure same and upon thirty (30) calendar days notice to the Developer of the Agency's intent to terminate this Agreement pursuant to this Section, the Agency at its option may terminate this Agreement if following satisfaction of all conditions precedent for conveyance of the Property by the Agency to the Developer and at the time the Developer is required to deposit into escrow the Purchase Price, the Developer has not in fact made such deposit.

2. Subject to written notice of default which shall specify the Developer's default and the action required to cure same and upon thirty (30) calendar days notice to the Developer of the Agency's intent

to terminate this Agreement pursuant to this Section, the Agency at its option may terminate this Agreement if the Developer in breach of this Agreement assigns or attempts to assign this Agreement, or any right therein, or attempts to make any total or partial sale, lease or leaseback, transfer or conveyance of the whole or any part of the Property or the improvements to be developed thereon in violation of the terms of this Agreement, and the Developer does not correct such violation within thirty (30) calendar days from the date of receipt of such notice.

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3. Subject to written notice of default, which shall specify the Developer's default and the action required to cure same and upon thirty (30) calendar days notice to the Developer of the Agency's intent to terminate this Agreement pursuant to this Section, the Agency at its option may terminate this Agreement if the Developer: (a) does not within the time limits set forth in this Agreement or as specifically provided in the Schedule of Performance, subject to extensions authorized by this Agreement due to force majeure or otherwise, submit development plans, construction drawings and related documents acceptable to the Planning Department and Building Division of the City for plan check purposes and in order to obtain building permits for the Project, together with applicable fees therefor, all prepared to the minimum acceptable standards as required by the Planning Department and Building Division of the City for commencement of formal review of such documents and as required by this Agreement, or (b) does not carry out its other responsibilities under this Agreement or in accordance with any modification or variance, precise plan, design review and other environmental or governmental approvals and such default is not cured or the Developer does not commence and diligently and continuously proceed with such cure within thirty (30) calendar days after the date of receipt of written demand therefor from the Agency.

4. Subject to written notice of default which shall specify the Developer's default and the action required to cure same and upon thirty (30) calendar days notice to the Developer of the Agency's intent to terminate this Agreement pursuant to this Section, the Agency at its option may terminate this Agreement if upon satisfaction of all conditions precedent and concurrent therefor under this Agreement, the Developer does not take title to the Property under tender of conveyance by the Agency, and such breach is not cured within thirty (30) calendar days after the date of receipt by the Developer of written demand therefor from the Agency.

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Section 5.07. Right to Reenter, Repossess, Terminate and Revest. After the Close of Escrow and prior to recordation of the Certificate of Completion for each portion of the Property, the Agency shall have, at its sole and exclusive remedy, the following rights:

a. The Agency shall, upon thirty (30) calendar days notice to the Developer which notice shall specify this Section, have the right, at its option, to re-enter and take possession of all or any portion of the Property, together with all improvements thereon, and to terminate and revest in the Agency the estate conveyed to the Developer hereunder, if after conveyance of title, the Developer (or its successors in interest) shall:

1. Fail to commence construction of all or any portion of the Warehouse facility as required by this Agreement for a period of ninety (90) calendar days after written notice to proceed from the Agency; provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled pursuant to Section 6.05 or other provisions hereof; or

2. Abandon or substantially suspend construction of all or any portion of the Warehouse facility for a period of ninety (90) calendar days after written notice of such abandonment or suspension from the Agency; provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled to pursuant to Section 6.05 or other provisions hereof; or

3. Assign or attempt to assign this Agreement, or any rights herein, or transfer, or suffer any involuntary transfer, of the Property or any part thereof, in violation of this Agreement, and such violation shall not have been cured within thirty (30) calendar days after the date of receipt of written notice thereof from the Agency to the Developer.

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b. The thirty (30) calendar day written notice specified in this Section shall specify that the Agency proposes to take action pursuant to this Section and shall specify which of the Developer's obligations set forth in Subsections (1) through (3) herein have been breached. The Agency shall proceed with its remedy set forth herein only in the event that the Developer continues in default of said obligation(s) for a period of thirty (30) calendar days following (i) such notice or, (ii) upon commencing to cure such default, the date Developer receives written notice that it failed to diligently and continuously prosecute said cure to satisfactory conclusion.

c. The right of the Agency to reenter, repossess, terminate, and revest shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit:

1. Any mortgage, deed of trust or other security interest permitted by this Agreement;

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust or other security interests;

3. Any leases, declarations of covenants, conditions and restrictions, easement agreements or other recorded documents applicable to the Property.

d. The grant deed or ground lease to any portion of the Property conveyed or leased by the Developer to another party shall contain appropriate references and provisions to give effect to the Agency's right, as set forth in this Section under specified circumstances prior to the recordation of a Certificate of Completion, to reenter and take possession of such parcel, or any part thereof, with all improvements thereon, and to terminate and revest in the Agency the estate conveyed to the Developer.

e. Upon the revesting in the Agency of title to the Property, or any part thereof, as provided in this Section, the

Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property, or any part thereof, at fair market value as soon as reasonably possible and in such manner as the Agency shall find feasible and consistent with the objectives of such law, to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligations of making or completing the improvements, or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for the Property, or any part thereof. Upon such resale of the Property, or any part thereof, the proceeds thereof shall be applied:

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1. First, to make any payment made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Property, or part thereof; next to reimburse the Agency on its own behalf or on behalf of the City for all actual costs and expenses incurred by the Agency and the City, including but not limited to customary and reasonable fees or salaries to third party personnel engaged in such action (but excluding the Agency's or the City's general overhead expense), in connection with the recapture, management and resale of the Property or part thereof, less any income received by the Agency; all taxes, assessments and water and sewer charges paid by the City and/or the Agency with respect to the Property or part thereof; any amounts otherwise owing to the Agency by the Developer and its successor transferee; and

2. Second, to the extent that any and all funds which are proceeds from such resale are thereafter available, to reimburse the Developer, or its successor transferee, up to the amount equal to the sum of: (1) the Purchase Price paid by the Developer for the Property (or allocable to the applicable part thereof); and (2) the costs incurred for the development of the Property, or applicable part thereof, or for the construction of the improvements thereon including, but not limited to, costs of carry, taxes and items set forth in the Developer's cost statement which shall be submitted to and approved by the Agency.

3. Any balance remaining after the foregoing application of proceeds shall be retained by the Agency.

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ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Notices, Demands and Communications Between the Parties.

a. Any and all notices, demands or communications submitted by any party to another party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, or by Federal Express or similar overnight delivery service, or by registered or certified United States mail, postage prepaid, return receipt requested, to the principal office of the Agency and the Developer, as applicable, as designated in Section 1.03(a) and Section 1.03(b) hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate as provided in this Section. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, or the day after the timely delivery to the overnight delivery service for next day delivery, or four (4) calendar days after it is placed in the United States mail as heretofore provided.

b. In addition to the submission of notices, demands or communications to the parties as set forth above, copies of all notices to any party shall also be sent to:

(if the Developer) Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027
Attn: V. Anthony Unan

(with a copy to)	Voss, Cook & Thel LLP 895 Dove Street, Suite 450 Newport Beach, CA 92660 Attn: David A. Lurker
(if the Agency)	Victorville Redevelopment Agency 14343 Civic Drive Victorville, CA 92392 Attn: Executive Director
(with copy to)	Green, de Bortnowsky & Quintanilla, LLP A Limited Liability Partnership 23801 Calabasas Rd., Ste.1015 Calabasas, CA 91302 Attn: Andre de Bortnowsky

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Section 6.02. Conflict of Interest. No member, official or employee of the Agency having any conflict of interest, direct or indirect, related to this Agreement and the development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 6.03. Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects, general contractors, developers and the like when such fees are considered necessary by the Developer.

Section 6.04. Nonliability of Agency Officials and Employees. No member, official or employee of the Agency shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except for gross negligence or willful acts of such member, officer or employee.

Section 6.05. Enforced Delay: Extension of Time of Performance. In addition to specific provisions of this Agreement, providing for enforced delay, performance by either party hereunder shall not be deemed to be in default where delays or defaults are

due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of public enemy; epidemics; quarantine restrictions; freight embargoes or lack of transportation; weather-caused delays; inability to secure necessary labor, materials or tools; delays of any contractors, subcontractor or supplier; acts of the other party other than as permitted or required by the terms of this Agreement; acts or failure to act of any public or governmental agency or entity other than as permitted or required by the terms of this Agreement (except that action or failure to act by the City or the Agency shall not extend the time for the Agency to act unless such extension is otherwise expressly authorized herewith unless such action or failure to act is the result of a final judgment in a lawsuit or injunction including by way of illustration, but not limited to, lawsuits pertaining to the adoption of the Agreement, the appraisal, environmental documentation, eminent domain, and the like) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Any extension of time for any such cause hereunder shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of the commencement of the cause. Times of performance under this Agreement may also be extended by mutual agreement in writing by and between the Agency and the Developer.

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Section 6.06. Approvals.

a. Approvals required of the Agency or the Developer, or any officers, agents or employees of either the Agency or the Developer, shall not be unreasonably withheld and approval or disapproval shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time.

b. The Executive Director of the Agency is authorized to sign on his own authority amendments to this Agreement which are of routine or technical nature, including minor adjustments to the Schedule of Performance.

Section 6.07. Real Estate Commissions. The Agency agrees that upon the successful Close of Escrow it shall pay to NWAP II a commission equal to Two Hundred Fifty Thousand Dollars ($250,000). Except for said commission, each party represents to the other that it has not retained or entered into any Agreement with any broker in connection with the sale of the Property or negotiation of this Agreement. In the event any other claims for real estate commissions, fees or compensation arise in connection

with this transaction, the party so incurring or causing such claims agrees to indemnify, defend and hold harmless the other party from any loss or damage, including attorneys' fees, which said other party suffers because of said claims.

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Section 6.08. Indemnification. Subject to the limitation on damages set forth in Section 5.04 and subject to any other limitation on Developer's liabilities or remedies set forth herein, the Developer agrees to indemnify and hold the City and the Agency, and their officers, employees and agents, harmless from and against all damages, judgments, costs, expenses and fees arising from or related to any act or omission of the Developer in performing its obligations hereunder. The Agency agrees to indemnify and hold the Developer and its officers, employees and agents, harmless from and against all damages, judgments, costs, expenses and fees arising from or related to any act or omission of the Agency in performing its obligations hereunder.

Section 6.09. Release of Developer from Liability. Notwithstanding any provision herein to the contrary, the Developer shall be relieved of any and all liability for the obligations of the Developer hereunder with regard to the Property when a Certificate of Completion has been issued by the Agency hereunder, other than any covenants and obligations which run with the land pursuant to Section 4.05 hereof, or contained within the grant deed by which the Property is conveyed to the Developer hereunder.

Section 6.10. Attorneys' Fees. If either party hereto files any action or brings any action or proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Escrow Agent, then as between the Developer and the Agency, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees, costs and expenses as fixed by the Court or other forum for resolution of disputes, in such action or proceeding or in a separate action or proceeding brought to recover such attorneys' fees.

Section 6.11. Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 6.12. Valuation. The Agency has caused the preparation of an appraisal for the Property and based upon such appraisal, the Agency believes that the Purchase Price for the Property represents the fair market value of the Property and that this Agreement and the Purchase Price does not include any subsidy,

discount, rebate, credit, or other similar economic benefit to Developer.

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ARTICLE VII

ENTIRE AGREEMENT, WAIVERS AND AMENDMENT

Section 7.01. Entire Agreement.

a. This Agreement shall be executed in four (4) duplicate originals each of which is deemed to be an original. This Agreement includes __ pages and __ attachments, which constitute the entire understanding and Agreement of the parties.

b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property and the development thereof.

c. None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with the grant deed conveying title to the Property, and this Agreement shall continue in full force and effect before and after such conveyance until issuance of the Certificate of Completion for the Property.

d. All waivers of the provisions of this Agreement and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Developer.

ARTICLE VIII

TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY AND RECORDATION

Section 8.01. Execution and Recordation.

a. Following its execution by the Developer and prompt delivery thereafter to the Agency, this Agreement must be approved, executed and delivered by the Agency to the Developer as soon as possible, but not later than five (5) calendar days after the date of signature by the Developer. In the event that the Agency has not approved, executed and delivered the Agreement to the Developer within the foregoing period, then this Agreement shall be deemed to be of no further force or effect unless the time for such approval, execution and delivery is extended by written notice from the

Developer to the Agency. The date of this Agreement shall be the date when the Agreement shall have been approved by the Agency.

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b. The Developer and the Agency agree to permit recordation of this Agreement against the Property in the Office of the County Recorder for the County where the Property is located.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

DRAFT

VICTORVILLE REDEVELOPMENT AGENCY

Date: _____

By: _____
Chairman

(SEAL)

By: _____
Secretary

APPROVED AS TO FORM:

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

DEVELOPER:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

Date: _____

By: _____

Its: _____

(All Signatures Must Be Notarized)

VICT\0022\DOC\051-4-COSTCO PROJECT DDA.DOC
08\25\06 1100 law

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
) ss.
County of _____)
On _____, before me, _____,
Date Name and Title of Officer (e.g., AJane Doe, Notary Public")
personally appeared _____
Name(s) of Signer(s)

9 personally known to me

9 provided 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.

Place Notary Seal Above

_____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer
Signer=s Name: _____

Right Thumbprint of Signer

9 Individual
9 Corporate Officer - Title(s):_____
9 Partner - 9 Limited 9 General
9 Attorney in Fact
9 Trustee
9 Guardian or Conservator
9 Other: _____
Signer is Representing: _____

ACKNOWLEDGMENTS AS APPROPRIATE BY DEVELOPER

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
) ss.
County of _____)

On _____, before me, _____,
Date — Name and Title of Officer (e.g., AJane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

9 personally known to me

9 provided 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.

_____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer
Signer=s Name: _____

Right Thumbprint of Signer

9 Individual
9 Corporate Officer - Title(s):_____
9 Partner - 9 Limited 9 General
9 Attorney in Fact
9 Trustee
9 Guardian or Conservator
9 Other: _____

Signer is Representing: _____

EXHIBIT "A"

DRAFT

PARCEL ONE:

ALL OF PARCEL 3 OF PARCEL MAP NO. 11233, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 126 OF PARCEL MAPS, PAGES 98, 99 AND 100, RECORDS OF SAID COUNTY AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 29, 1991 AS INSTRUMENT NO. 91-285715, OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF PARCEL 2 OF SAID PARCEL MAP NO. 11233, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, NORTH 00° 53′ 50″ WEST, 30 FEET TO THE TRUE POINT OF BEGINNING. SAID TRUE POINT OF BEGINNING IS ALSO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE ALONG THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, NORTH 00° 53′ 50″ WEST, 178 FEET; THENCE NORTH 40° 46′ 25″ EAST, 146.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE SOUTH 49° 13′ 35″ EAST, 118.34 FEET TO THE EASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 40° 46′ 25″ WEST, 279.57 FEET TO SAID TRUE POINT OF BEGINNING, SAID DESCRIPTION IS PURSUANT TO A LOT LINE ADJUSTMENT RECORDED MARCH 22, 1993 AS INSTRUMENT NO. 93-124980, OFFICIAL RECORDS.

EXCEPTING THEREFROM 50% OF ANY AND ALL MINERAL, GAS, AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE REAL PROPERTY WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY AS RESERVED IN DEEDS RECORDED JUNE 24, 1980 AS INSTRUMENT NOS. 80-143406, 80-143407 AND 80-143410, ALL OF OFFICIAL RECORDS.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT CERTIFICATE NO. LA-6-93, RECORDED MARCH 22, 1993 AS INSTRUMENT NO. 93-124980, OFFICIAL RECORDS.

PARCEL TWO:

ALL OF PARCEL 2 OF PARCEL MAP NO. 11233, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 126 OF PARCEL MAPS, PAGES 98, 99 AND 100, RECORDS OF SAID COUNTY AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 29, 1991 AS INSTRUMENT NO. 91-285715, OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF PARCEL 2 OF SAID PARCEL MAP NO. 11233, DESCRIBED AS FOLLOWS:

DRAFT

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, NORTH 00° 53′ 50″ WEST, 30 FEET TO THE TRUE POINT OF BEGINNING. SAID TRUE POINT OF BEGINNING IS ALSO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE ALONG THE NORTHERLY PROLONGATION OF SAID EASTERLY LINE, NORTH 00° 53′ 50″ WEST, 178 FEET; THENCE NORTH 40° 46′ 25″ EAST, 146.60 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 2; THENCE SOUTH 49° 13′ 35″ EAST, 118.34 FEET TO THE EASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2, SOUTH 40° 46′ 25″ WEST, 279.57 FEET TO SAID TRUE POINT OF BEGINNING. SAID DESCRIPTION IS PURSUANT TO A LOT LINE ADJUSTMENT RECORDED MARCH 22, 1993 AS INSTRUMENT NO. 93-124979, OFFICIAL RECORDS.

EXCEPTING THEREFROM 50% OF ANY AND ALL MINERAL, GAS, AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET UNDER THE REAL PROPERTY WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY AS RESERVED IN DEEDS RECORDED JUNE 24, 1980 AS INSTRUMENT NOS. 80-143406, 80-143407 AND 80-143410, ALL OF OFFICIAL RECORDS.

THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT CERTIFICATE NO. LA-6-93, RECORDED MARCH 22, 1993 AS INSTRUMENT NO. 93-124979, OFFICIAL RECORDS.

EXHIBIT "A-1"

SITE PLAN

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EXHIBIT "B"

SCOPE OF DEVELOPMENT

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EXHIBIT "C"

GRANT DEED

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Recording Requested by:

After Recordation, Mail to:

Victorville Redevelopment Agency

Mail Tax Statements to:

GRANT DEED

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

THE VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California (the "Grantor"), pursuant to and in accordance with the Community Redevelopment Law of the State of California, hereby grants to _____, a _____ corporation (the "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit ", and incorporated herein by this reference.

1. The Property is conveyed subject to the Disposition and Development Agreement entered into between the Grantor and the Grantee, dated _____, 200__ (herein referred to as the "Agreement"). The provisions of the Agreement are incorporated herein by this reference and shall be deemed to be a part hereof as if set forth at length herein.

2. The Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

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This covenant against discrimination shall remain in effect in perpetuity.

All deeds, leases or contracts made relative to the Property, shall contain the following nondiscrimination clauses:

(a) In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, or any person claiming under or through him, establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land." This covenant against discrimination shall remain in effect in perpetuity.

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3. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. Grantor=s rights under Section 3 of the Agreement to purchase any mortgage, deed of trust or other security interest and obtain conveyance of the Property in the event of a default by the Grantee and its rights to reenter, repossess, terminate and revest under Section 5 of the Agreement in the event of a default by Developer shall be subject and subordinate to, shall be limited by and shall not defeat, render invalid or limit any mortgage, deeds of trust or other security interest permitted by this Agreement or any rights permitted in the Agreement for the protection of the holders of such mortgages, deeds of trust or other security interests. Grantor's rights under Section 3 of the Agreement terminate upon the recordation of the Certificate of Completion.

4. The covenants set forth below shall remain in effect for a period of 10 years from the date of this Grant Deed:

(a) The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that upon completion of construction, Grantee shall devote the Property to warehouse/distribution facility uses with related office uses or any other permitted use specified in the Redevelopment Plan.

(b) It is understood and agreed by the Grantee that neither the Grantee, nor its assigns or successors in interest to the Property or this Agreement, shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or any portion thereof to any entity or party, or for any use of the Property, that is partially or wholly exempt from the payment of real property taxes pertinent to the Property, or any portion thereof, or which

would cause the exemption of the payment of all or any portion of such real property taxes.

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(c) The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that the Grantee, such successors and such assigns shall maintain in good condition the improvements on the Property, shall keep the Property free from any accumulation of debris or waste material, subject to normal construction job-site conditions, and shall maintain in a neat, orderly, healthy and good condition the landscaping required to be planted in accordance with the Scope of Development. In the event the Grantee, or its successors or assigns, fails to perform the maintenance as required herein, the Agency and/or the City shall have the right, but not the obligation, to enter the Property and undertake, such maintenance activities. In such event, the Grantee shall reimburse the Agency and/or City for all reasonable sums incurred by it for such maintenance activities.

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

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 _____, 20___.

DRAFT

Grantor:

VICTORVILLE REDEVELOPMENT AGENCY

By: _____
Chairperson

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
Counsel for Grantor

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

Grantee:

_____

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Counsel for Grantee

EXHIBIT "D"

DRAFT

SCHEDULE OF PERFORMANCE

(Days shall be calendar days, and all dates herein are subject to change due to force majeure in accordance with Section 6.05 of the Agreement)

(1) Agency execution of DDA	
(2) Escrow opens	Within __ days of Step 1
(3) Developer submits financing plan to Agency	Within __ days of Step 2
(4) Developer shall submit Site Plan and related planning documents for Planning Commission consideration	Within __ days of Step 2
(5) City and Agency review and approve or disapprove site plan, concept elevations, landscape plans, construction and related documents	Within ___ days of submittal
(6) Agency completes Clearing and Grading; Must occur prior to escrow closing and after approval of Step 5	Within __ days of Step 6, but not later than Step 8
(7) Agency prepares and deposits in escrow the grant deed	No later than __ days before close of escrow
(8) Escrow closes	Within ___ days of Step 2 and not before Step 6
(9) City approves and Developer pulls permits	Within __ days of submittal
(10) Developer commences construction of Warehouse	Within __ days of Step 9
(11) Developer completes construction of Warehouse	Within ___ days of Step 11

EXHIBIT "E"

DRAFT

When Recorded, Mail to:

CERTIFICATE OF COMPLETION

We, _____, Chairman and _____, Secretary of the Victorville Redevelopment Agency (the "Agency") hereby certify as follows:

By its Resolution No. _____, adopted and approved _____, 200_, the Agency has resolved as follows:

Section 1. The improvements required to be constructed in accordance with that certain Disposition and Development Agreement (the "Agreement") dated _____, by and between the Agency and _____, a California _____, (the "Developer") on that certain real property (the "Property") more fully described in Exhibit "A" attached hereto and incorporated herein by this reference, have been completed in accordance with the provisions of said Agreement.

Section 2. This Certificate of Completion shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct and develop the improvements on the Property, excluding any normal and customary tenant improvements and minor building "punch-list" items, and including any and all buildings and any and all parking, landscaping and related improvements necessary to support or which meet the requirements applicable to the building and its use and occupancy on the Property, whether or not said improvements are on the Property or on other property subject to the Agreement, all as described in the Agreement, and to otherwise comply with the Developer's obligations under the Agreement with respect to the Property and the dates for the beginning and completion of construction of improvements thereon under the Agreement; provided, however, that the Agency may enforce any covenant within the grant deed pursuant to which the Property was conveyed under the Agreement ("Grant Deed") in accordance with

the terms of the Grant Deed. Said Agreement is an official record of the Agency and a copy of said Agreement may be inspected in the office of the Secretary of the Victorville Redevelopment Agency located at the City Hall, 14343 Civic Drive, Victorville, California 92392, during regular business hours.

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Section 3. Upon recordation of the Certificate of Completion, the Agreement automatically terminates. Neither the Agency nor any other person, after the recordation of this Certificate of Completion, shall have any rights remedies or controls that it would otherwise have or be entitled to exercise under the Agreement with respect to the Property, as a result of a default in or breach of any provision of the Agreement, and the respective rights and obligations of the parties shall be limited to those set forth in the Grant Deed.

Section 4. The Property to which this Certificate of Completion pertains is more fully described in Exhibit "A" attached hereto.

DATED AND ISSUED this _____ day of _____, 200_.

Executive Director of the
Victorville Redevelopment Agency

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EXHIBIT "A"	-	LEGAL DESCRIPTION
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EXHIBIT "C"	-	GRANT DEED
EXHIBIT "D"	-	SCHEDULE OF PERFORMANCE
EXHIBIT "E"	-	CERTIFICATE OF COMPLETION

SUMMARY REPORT OF THE VICTORVILLE REDEVELOPMENT AGENCY CONCERNING THE PROPOSED DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION (HEALTH AND SAFETY CODE SECTION 33433)

This Summary Report has been prepared pursuant to Health and Safety Code Section 33433 with respect to an agreement to, among other things, enable the disposition of certain real property pursuant to a Disposition and Development Agreement (the "Agreement") by and between the Victorville Redevelopment Agency (the "Agency") and Costco Wholesale Corporation (the "Developer").

Background

The Agency has acquired, by negotiated purchase, certain real property, consisting of two parcels (Parcels 2 and 3 of Parcel Map 11233), located within the duly established Hook subarea of the Bear Valley Road Redevelopment Project Area of the City (the "Property"). The Property is more particularly described in the Agreement. The Agency has tried aggressively to market the Property and made a determination based upon size and scope of structure that there appears to be no viable market for the building under its current configuration. The Agency has been unsuccessful in seeking prospective tenants. As a result, the Agency has independently determined that it is best to demolish the structure. The Agency intends to sell the Property in a cleared condition to the Developer. The Developer intends to develop the Property as an approximately 160,000 square foot Costco wholesale commercial center (the "Warehouse") in accordance with, and within the limitations established in, the Scope of Development.

Cost to the Agency

The original and continuing costs of this Agreement to the Agency are provided below:

Agency's prior acquisition of the Property:	$7,500,000 for both parcels:
Parcel 2: 86,248 square feet	
Parcel 3: 350,222 square feet	
$17.18 per square foot	

Agency's cost for improvements to the Property: Scope of service for demolition has not been completed, therefore, no dollar amount can be provided at this time.

Estimated Value

The estimated fair market value of the interest to be conveyed at the highest uses permitted has been appraised at approximately $4,000,000 for both parcels. As a condition of conveyance to the Developer, the Agency has agreed to clear and grade the parcels. The estimated market value is based on the parcels value after clearing and grading has been completed.

Value of Interest Conveyed

The value of the vacant land to be conveyed to the Developer has been appraised to be $4,000,000, for both parcels, according to fair market value. Both parcels are to be sold by the Agency to the Developer for $5,750,000 combined, therefore, higher than fair market value. The transaction constitutes the disposition of the Property to the Developer at above fair market value.

Project will Eliminate Blight

The proposed Project will be developed on both parcels of property that are presently vacant and in a blighted condition. Upon completion of the Project the Property will be subject to an increased assessed valuation. In addition, the completed Project will result in the creation of new jobs in the area and generate additional sales tax revenue for the City of Victorville (the "City"). The increased employment opportunities, additional City sales tax revenues, and the increased assessed valuation will help the elimination of blight. A project of this nature will encourage other economic development and investment in the Project Area thereby also eliminating blighting factors that plague the Project Area.

Dated: August 22, 2006 VICTORVILLE REDEVELOPMENT AGENCY

By: _____
Director of Economic Development

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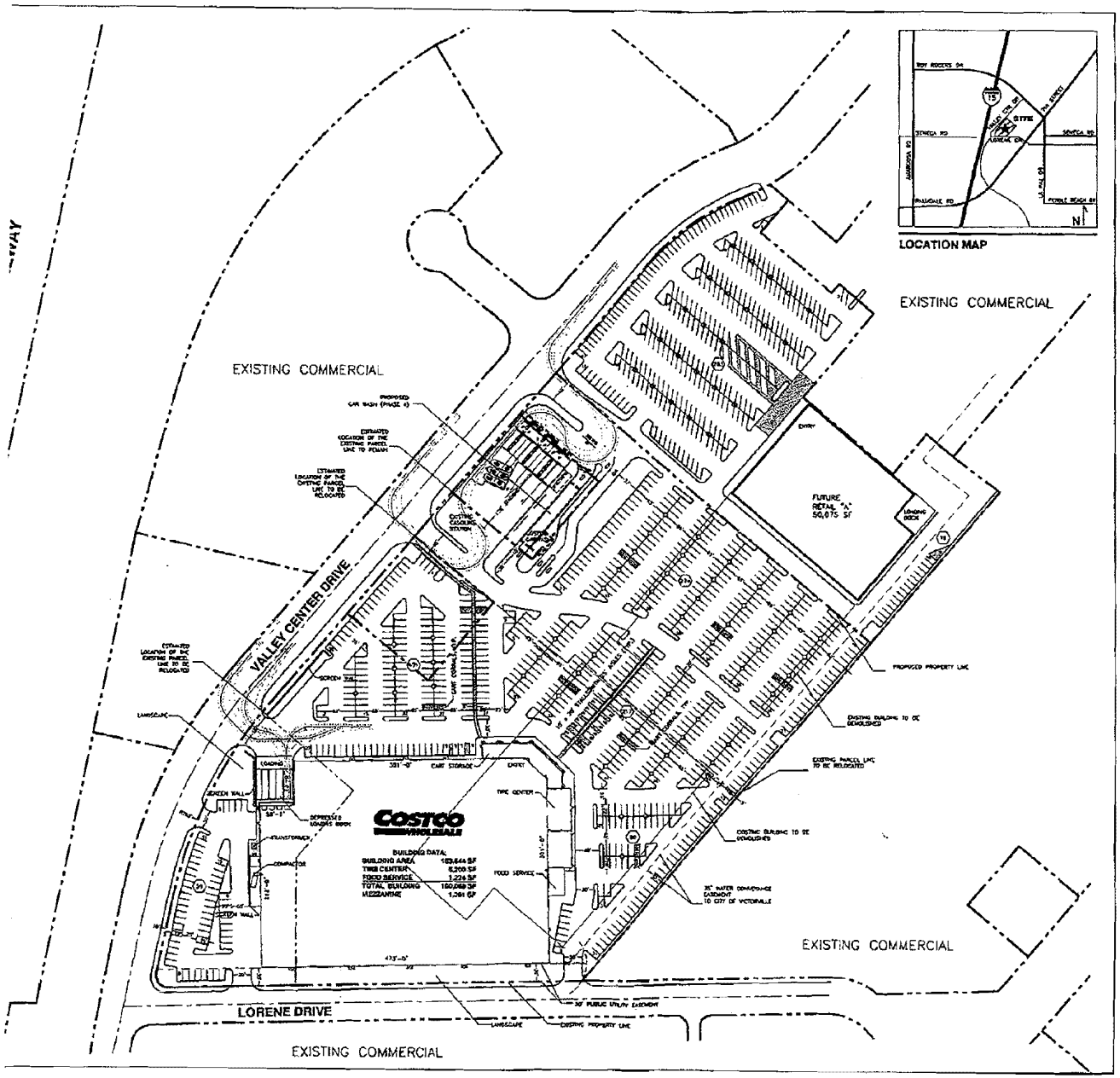
8/21/06 DM



GreenbergFarrow

1920 Main Street, Suite 1150
Irvine, CA 92614
t: 949 298 0450 f: 949 298 0479

PROJECT INFORMATION

SITE AREA

COSTCO SITE AREA	±15.39 ACRES
FUTURE RETAIL A SITE AREA	±5.30 ACRES
TOTAL SITE AREA	±20.69 ACRES

COSTCO SITE COVERAGE: ±23.88% (10,401 SF/AC)

BUILDING AREA

COSTCO BUILDING AREA	153,644 SF
TIRE CENTER	5,200 SF
FOOD SERVICE	1,224 SF
TOTAL COSTCO BUILDING AREA:	160,068 SF
MEZZANINE	1,391 SF
FUTURE RETAIL A	50,075 SF

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQ'D		SPACES PROV'D
COSTCO + MEZZ.	5 SP/1000 SF (1ST 6000 SF)	30	526	776
	3.33 SP/1000 SF (FOR 149,035 SF)	496		
TIRE CENTER	2.5 SP/1000 SF	13		13
FOOD SERVICE	10 SP/1000 SF	12		12
TOTAL		551		801

PARKING RATIO PROVIDED: 4.95 SP/1000 SF
COSTCO FRONT FIELD PROVIDED: 468 SPACES

FUTURE RETAIL A	5 SP/1000 SF (1ST 6000 SF)	30	177	299
	3.33 SP/1000 SF (FOR 44,075 SF)	147		
TOTAL		177		299

FUTURE RETAIL A PKG RATIO PROV: 5.97 SP/1000 SF

ZONING CLASSIFICATION

JURISDICTION	CITY OF VICTORVILLE
EXISTING ZONING	C-2 (GENERAL COMMERCIAL)
REQUIRED ZONING	COMMERCIAL

LANDSCAPE REGULATIONS

REQUIRED LANDSCAPING FOR SITE: 3%
PROVIDED LANDSCAPING FOR COSTCO SITE: 11%

BUILDING SETBACKS

FRONT	10'
SIDE	0'
REAR	10'

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING LANDSCAPE REQUIREMENTS MUST BE VERIFIED.
2. THIS SITE PLAN IS BASED ON A HARD COPY OF A PARCEL MAP AND A HARD COPY OF A DRAWING PREPARED BY MULVANNY DATED 06-02-06.
3. ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	INITIALS
07/18/06	PREPARING COS_CA-9d PER CLIENT COMMENTS: MODIFY RETAIL A LOADING, ADD SCREEN WALLS, CONFIGURE PARKING	CD
07/21/06	ADDED PROPOSED PARCEL AND NOTES	8

SITE PLANNER CD
SITE DEV. COORDINATOR C. SHAW

VICTORVILLE, CA

COSTCO WHOLESALE 14601 VALLEY CTR DR VICTORVILLE, CA 92392

CW PROJECT NUMBER 04-0259
GFA PROJECT NUMBER 20000535.2

SCALE: 1"=60'-0"
30 0 30 60 120 180 240

COS_CA-9d

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RECEIVED

NOV 15 2006

City Manager's Office

VICTORVILLE

California

AGENDA ITEM

VICTORVILLE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING
OF: November 21, 2006

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: 11/07/2006

SUBJECT: Substitution of Trustee and Deed of Reconveyance
MAP Case No. 04-09-04 - Israel A. Guzman and Danielle M. Guzman

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:

Budget Amount: $
Budget Account No.

-- FINANCE DEPARTMENT USE ONLY –

Additional Appropriation:
☐ No
☐Yes/$Amount _____

Finance Director Review & Approval

DISCUSSION: The Agency has been requested by Israel A. Guzman and Danielle M. Guzman (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 $40,022.68. Broken down and satisfying the requirements of the Deed of Trust, this amounts to $36,000.00 in principal and $4,006.68 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
#3A
11-21-06

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 December 14, 2004, executed by Israel A. Guzman and Danielle M. Guzman as original Trustor; Orange Coast Title of the Inland Empire as original Trustee; and Victorville Redevelopment Agency, as original Beneficiary; which Deed of Trust recorded December 28, 2004, as Instrument No. 20040952784 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 22, 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 21, 2006

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: 11/07/2006

SUBJECT: Substitution of Trustee and Deed of Reconveyance
MAP Case No. 00-03-09 - Jose Roberto Lozada

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 Jose Roberto Lozada (hereinafter referred to as the participant) that a reconveyance to the Deed of Trust providing him 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 $2,191.84. Broken down and satisfying the requirements of the Deed of Trust, this amounts to $2,175.00 in principal and $.84 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
#3B
11-21-06

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 April 8, 2000, executed by Jose Roberto Lozada as original Trustor; First American Title Insurance Company as original Trustee; and Victorville Redevelopment Agency, as original Beneficiary; which Deed of Trust recorded April 18, 2000, as Instrument No. 20000131177 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 22, 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

VICTORVILLE REDEVELOPMENT AGENCY
REDEVELOPMENT AGENCY BOARD MEETING
MEETING OF: November 21, 2006

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: November 13, 2006

SUBJECT: Assignment and Assumption Agreement - Parcel 8 of Parcel Map 13880, Southern California Housing Development Corporation

RECOMMENDATION: That your Honorable Board of Directors adopt Resolution No. R-006-014 approving an Assignment and Assumption Agreement pertaining to Parcel 8 of Parcel Map 13880 (Hook Boulevard Redevelopment Project Area/Impressions at Valley Center site) and approve the additional appropriation of $1,505,800.00 from the Bear Valley Housing Set-Aside Funds

FISCAL IMPACT: $1,505,800.00

Budget:
Budget Account No.: 540100-76937-90023-89047-54113

--FINANCE DEPARTMENT USE ONLY—
Additional Appropriation:
No_
Yes/$Amount $1,505,800
Approved Up

DISCUSSION: At its Agency Board meeting held on March 14, 2006, your Honorable Board of Directors authorized the Redevelopment Agency to enter into a Memorandum of Understanding (MOU) with Southern California Housing Development Corporation (SoCal Housing) to pursue development of Phase II of its Impressions community, which proposes to add approximately 150 multifamily units on the remainder parcel (Parcel 7). Development of these units will count towards the Agency's inclusionary housing requirements. The MOU was officially entered into in June, 2006 and over the last several months SoCal Housing has been actively involved with the pre-development phase of the project.

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#4
11-21-06

As a result of SoCal Housing's initial site planning, it was determined that access to the remainder parcel is best served along Civic Drive, traversing through Parcel 8, which "fronts" and runs parallel to the entire length of Parcel 7 (please see attached map for reference). SoCal Housing broached the owner of Parcel 8, Fu Mai Limited Partnership, on acquiring the property. Successful negotiations resulted in a Letter of Intent to Purchase Vacant Land and opening an escrow between SoCal Housing and Fu Mai Limited Partnership.

The mutual housing partnership entered into between the Agency and SoCal Housing necessitates that an Assignment and Assumption Agreement, relative to the purchase of Parcel 8, be executed between our agencies. The Agreement enables SoCal Housing to assign its rights to the Redevelopment Agency for the subject land acquisition. Accordingly, the Agency will purchase Parcel 8 for the primary purpose of providing site access to Phase II of the Impressions Project. Once this is complete, staff expects that it will benefit from a subdivided commercial parcel and eventually develop this site with light commercial and retail uses.

In an effort to convey escrow, it is requested that your Honorable Board of Directors adopt Resolution No. R-006-014 approving the Assignment and Assumption Agreement Pertaining to Parcel 8 of Parcel Map 13880 in the Hook Redevelopment Area, authorize staff to execute said Agreement, and approve an additional appropriation of $1,505,800.00.

KCM:smc

Attachments: Resolution No. R-006-014
Assignment and Assumption Agreement
Letter of Intent
Site Map

RESOLUTION NO. R-006-014

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION.

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

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

WHEREAS, in connection with adoption of the Redevelopment Plan, the Agency is required to use a portion of the tax increment revenues attributable thereto for the purpose of improving, increasing and preserving the supply of very low, low and moderate income housing to be made available at affordable housing cost to very low, low and moderate income households ("Affordable Housing") in accordance with the provisions of Health and Safety Code Section 33413 among other laws; and

WHEREAS, the Agency and Southern California Housing Development Corporation, a California nonprofit public benefit corporation ("Developer"), previously entered into that certain Affordable Housing Agreement dated September 2, 2005 (the "Housing Agreement"), which required Developer to cause the development of Affordable Housing on a portion of a seventeen (17) acre parcel (the "Phase 1 Project"), and to use its best efforts to cause the development of additional Affordable Housing at a future date on the balance of the parcel(defined as the "Remainder Parcel" in the Housing Agreement) (the "Phase 2 Project"); and

WHEREAS, the Developer has successfully completed the Phase 1 Project and now desires to cause development of the Phase 2 Project on the Remainder Parcel; and

WHEREAS, the Remainder Parcel is presently "landlocked" and can not be developed with the Phase 2 Project unless a permanent means of ingress and egress is secured to the Remainder Parcel (the "Right of Way"); and

WHEREAS, after exploring all other means to secure the Right of Way, the Developer entered into a Letter of Intent to Purchase Vacant Land dated September 28th, 2006 (the "Letter of Intent") with Fu Mai Partnership, a California limited partnership ("Fu Mai"), to purchase certain real property adjacent to the Remainder Parcel owned by Fu Mai, more commonly known as Parcel 8 of Parcel Map No. 13880 in the Hook Redevelopment Area (APN 395-311-18)(the "Fu Mai Property"), which can provide the Right of Way; and

WHEREAS, pursuant to the Letter of Intent, the Developer opened an escrow and executed Supplemental Escrow Instructions (collectively, the "Assignment Documents"), which continue in effect and remain in good-standing, and require the Developer to purchase the Fu Mai Property for One Million Three Hundred Eight-Five Thousand Dollars ($1,385,000) and to pay certain broker commissions, customary escrow fees and expenses, to occur on or before January 10th, 2007; and

WHEREAS, the Developer has determined that development of the Phase 2 Project is infeasible if it is required to complete the Fu Mai Property purchase, and the Developer desires to assign its rights, title, interests and obligations in the Assignment Documents to the Agency, so that the Phase 2 Project can be developed; and

WHEREAS, the Agency has reviewed and analyzed Phase 2 Project information and determined that development of the Phase 2 Project requires the Right of Way, and that development of the Phase 2 Project is infeasible if the Developer is required to purchase the Fu Mai Property; and

WHEREAS, Health and Safety Code Section 33334.2(e) among other laws, authorizes the Agency to purchase real property with low and moderate income housing funds ("Housing Funds") for the purpose of improving, increasing and preserving the supply of Affordable Housing; and

WHEREAS, the Agency finds that development of the Phase 2 Project is consistent with and will effectuate the Redevelopment Plan, and is in the vital and best interest of the residents of the City; and

WHEREAS, the Agency desires to accept Developer's assignment to the Agency of its rights, title, interests and obligations in the Assignment Documents, under the terms of that certain Assignment and Assumption Agreement attached hereto as Exhibit "A" and incorporated herein by this reference (the "Assignment Agreement"), and to fulfill its obligations pursuant thereto with the use of Housing Funds.

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

Section 1. The Agency finds that the foregoing Recitals are true and correct and incorporated herein by this reference as though set forth at length.

Section 2. The Agency hereby approves the Developer's assignment of its rights, title and interests in the Assignment Documents to the Agency and the Agency's assumption of the Developer's obligations under the Assignment Documents under the terms of the Assignment Agreement, and hereby authorizes the use of Housing Funds in an amount not to exceed One Million Five Hundred Five Thousand Eight Hundred Dollars ($1,505,800) to fulfill the same.

Section 3. The Agency hereby authorizes and directs the Chairperson and Agency Secretary to execute the Assignment Agreement with any non-substantive changes as may be deemed appropriate by the Agency Chairperson and Agency Counsel and to affix the seal of the Chairperson thereon.

Section 4. The Agency hereby authorizes and directs the Chairperson and Agency Secretary to execute any other documents and instruments deemed appropriate and reasonably necessary to carry-out the Agency's obligations under the Assignment Agreement as determined by the Agency Chairperson and Agency Counsel.

Section 5. The Agency Secretary shall certify to the adoption of this Resolution.

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

VICTORVILLE REDEVELOPMENT AGENCY

AGENDA

_____, 2006

Item: **RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY APPROVING THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION.**

Exhibit "A" - Assignment and Assumption Agreement

Action to be Taken: Adopt Resolution and append Exhibit "A".

Certified copy of Resolution to be returned to GREEN, DE BORTNOWSKY & QUINTANILLA, LLP.

EXHIBIT "A"

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is dated as of _____, 200__ (the "Effective Date") and is by and between ***The Southern California Housing Development Corporation, a California nonprofit public benefit corporation***, as assignor ("Assignor") and ***Victorville Redevelopment Agency, a public body***, as assignee ("Assignee").

RECITALS

A. The Assignor, as the "Buyer," and Fu Mai Limited Partnership, a California limited partnership, as the "Seller," entered into that certain Letter of Intent to Purchase Vacant Land dated September 28, 2006 ("Letter of Intent") and pursuant thereto opened an escrow at Atlantic Escrow Corporation ("Escrow Holder") and have executed Supplemental Escrow Instructions for Escrow No. 15958-LP (the "Escrow") to implement the executory provisions of the Letter of Intent.

B. Pursuant to the Letter of Intent and the Escrow, Assignor has agreed to purchase certain real property commonly known as Parcel 8 of Parcel Map No. 13880 in the Hook Redevelopment Area (APN 395-311-18), located in the City of Victorville (the "Real Property"), upon the satisfaction of terms and conditions contained therein.

C. Assignor desires to make an assignment of its rights to Assignee.

D. This Assignment is being made for purpose of assigning to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Matters"):

(i) the Letter of Intent and the Escrow;

(ii) all funds, deposits, instruments, warranty rights and documents including, but not limited to (1) those deposited into the Escrow by Assignor, (2) those previously delivered to Assignor by the Seller under or in connection with the Letter of Intent and/or the Escrow, (3) those received by the Assignor prior to or subsequent to the Effective Date hereof, and (4) those which were prepared by or for the Assignor;

(iii) the Real Property and all rights and interests appurtenant thereto; and

(iv) all notices given by and rights exercised by Assignor under the Letter of Intent and the Escrow as well as all other rights and interests of Assignor applicable to the Letter of Intent, the Escrow and/or the Real Property.

E. Assignor desires to assign the Assigned Matters to the Assignee upon the terms and conditions contained herein and the Assignee wishes to acquire the Assignor's interest in the Assigned Matters upon such terms and conditions including, but not limited to, assumption by the Assignee of all the duties and obligations of the Assignor occurring or accruing under the Letter of Intent or the Escrow.

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

1.1 *Assigned Matters.* Subject to the provisions of paragraph 1.2 below, Assignor hereby assigns, conveys and transfers to Assignee all of the Assigned Matters.

1.2 *Retained Rights.* Assignor retains (on a non-exclusive basis together with Assignee) any and all warranty rights, indemnity rights (including defense and other related rights) and any and all other rights and claims against any person relating to any event with respect to which any claim (whether valid or invalid) is at any time made against Assignor under and/or related to any of the Assigned Matters.

2. Acceptance and Assumption. Assignee hereby accepts the assignment of the Assigned Matters. Further, Assignee agrees, for the benefit of both Assignor and any other parties to any of the Assigned Matters, as of the Effective Date to perform, cause to be performed and assume the responsibility of performing any and all of the duties and obligations of Assignor under and/or relating to any of the Assigned Matters, and to execute all documents and instruments which Assignor was, is or will be obligated to execute under the provisions of the Purchase Agreement. Further, Assignee reconfirms hereby that as of the Effective Date all terms and conditions of the Purchase Agreement apply to the Assignee with the same force and effect as they applied to the Assignor.

3. Indemnification.

(a) Assignee shall, to the fullest extent permitted by law, indemnify, defend (with legal counsel reasonably acceptable to Assignor), protect and hold harmless Assignor and Assignor's shareholders, members, directors, officers, employees, affiliated entities, partners, attorneys, agents, predecessors, successors and assigns from and against any and all claims, actions, causes of action, rights, defenses, demands, allegations, damages, fines, penalties, liabilities, losses, liens, obligations, judgments, awards, appeals, costs and expenses (including, but not limited to, fees and costs of attorneys, expert witnesses and other consultants) of any kind or character at law, in equity or otherwise, regarding, arising out of or in connection with, or in any manner related to (i) any of the Assigned Matters from and after the Effective Date and/or (ii) any breach or default by Assignee under this Assignment.

(b) Assignor shall, to the fullest extent permitted by law, indemnify, defend (with legal counsel reasonably acceptable to Assignee), protect and hold harmless Assignee and Assignee's officers, employees, agents, successors and assigns from and against any and all claims, actions, causes of action, rights, defenses, demands, allegations, damages, fines, penalties, liabilities, losses, liens, obligations, judgments, awards, appeals, costs and expenses (including, but not limited to, fees and costs of attorneys, expert witnesses and other consultants) of any kind or character at law, in equity or otherwise, regarding, arising out of or in connection with, or in any manner related to (i) any of the Assigned Matters prior to the Effective Date and/or (ii) any breach or default by Assignor under this Assignment.

4. Further Assurances. Each of the parties to this Assignment shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Assignment and to carry out the intent and agreement of the parties to this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the permitted successors and assigns of Assignor and Assignee.

6. Incorporation of Recitals. The Recitals set forth at the beginning of this Assignment are incorporated into this Assignment as though set forth in full herein.

7. Authority. Each person signing this Assignment represent and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs this Assignment.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one in the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

"Assignor"

The Southern California Housing Development, Corporation, a California nonprofit public benefit company

By: _____
Richard J. Whittingham, CFO

"Assignee"

Victorville Redevelopment Agency, a public body

By: _____
Name: _____

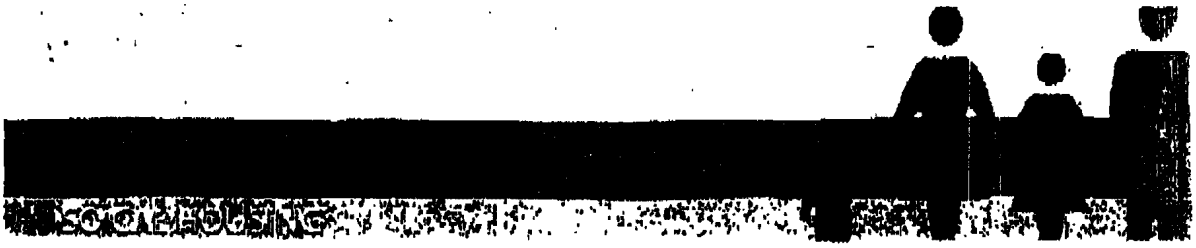
Its: _____

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Legal Counsel



September 28, 2006

Mr. Robert ~~Swan~~ Yuan
626 287 0914 – FAX

RE: Letter of Intent to Purchase Vacant Land Parcel 8 of Parcel Map 15890 – Hook Redevelopment Area (APN: 385-511-16), Victorville, California (herein "Property")

Dear Mr. ~~Swan~~ Yuan

The purpose of this letter is to express Southern California Housing Development Corporation's interest in purchasing the above-referenced Property. Subject to the preparation and execution of a binding *Escrow Instructions*, this offer is made on the following terms and conditions:

1. **Buyer:** Southern California Housing Development Corporation or Assignee

2. **Purchase Price:** Approx. 4.24 acres @ $~~[illegible]~~,000 $ 1,325,000.00

3. **Environmental and Soils Contingency:** Ninety (90) day environmental and soils contingency. The close of escrow is conditioned upon Buyer receiving an acceptable environmental and soils analysis in Buyer's sole discretion. In Buyer's sole discretion, Buyer shall deliver written notice to both Escrow and Seller waiving environmental and soils contingency on or before ninety days after the official escrow instructions have been executed by both Buyer and Seller. If Buyer fails to give its written satisfaction or waiver on or before the ninety day (90) after Buyer and Seller have executed the Sale Escrow Instructions, these contingencies shall be deemed not to have been satisfied and this escrow shall be cancelled and escrow deposits returned to Buyer unless the contingency date is extended by mutual agreement by the Buyer and Seller.

   Seller shall have ten (10) business days from execution herein to deliver to Buyer the following items if in Seller's possession:

Initial 2

HEADQUARTERS OFFICE
9065 Haven Ave., Ste. #100
Rancho Cucamonga, CA 91730
(909) 483-2444
(909) 483-2445

SAN DIEGO OFFICE
4322 Piedmont Drive
San Diego, CA 92107
(619) 223-9222
(619) 223-9220

a. The current property tax bill.
b. All contracts that affect or supply goods and services to the Property.
c. Any of the following in Seller's possession:
   1. Reports
   2. Studies
   3. Surveys
   4. Any other such documents that the Seller may have pertaining to the Property

4. **Deposit:** Buyer shall open escrow with a refundable good-faith deposit of Ten Thousand Dollars ($10,000). Upon removal of contingencies described in Items 3, Buyer shall increase deposit by an additional Ten Thousand Dollars ($10,000). All deposits herein shall be applicable to the purchase price.

5. **Financing Contingency:** None

thirty (30) [illegible]

6. **Closing:** Close of escrow shall take place ~~forty-five (45)~~ days after all contingencies have been satisfied and waived as described in Item 3.

Atlantic [illegible]

7. **Escrow / Title / Fees:** Escrow shall be with ~~Chicago Title Co.~~ Escrow shall open within three (3) business days of execution of the Official Escrow Instructions. Seller shall provide Buyer a CLTA Owner's Title Insurance Policy, underwritten by Chicago Title Co. If Buyer requires an ALTA policy as well, Buyer shall pay the surcharge. Seller shall pay the costs of the CLTA policy or equivalent and any transfer taxes and Buyer shall pay recording fees. Buyer and Seller shall each pay their respective attorneys' fees. All other closing costs shall be split between Seller and Buyer as is customary in San Bernardino County.

8. **Escrow Instructions:** Escrow shall prepare Escrow Instructions and deliver a draft for Seller's review and approval within five (5) business days of mutual execution of this Letter of Intent.

Initials [illegible]

10/05/2006 13:41 6262870914 PAGE 04

Buyer and Seller shall each execute Escrow Instructions within five (5) business days of receipt of Escrow Instructions or this transaction shall become null and void and neither party shall have any further obligation to each other.

9. **Condition of Property:** Seller agrees to diligently manage and maintain the Property throughout the escrow period, in keeping with his current operating practices and at levels equal to or better than its current condition.

10. **Prorations:** Property taxes, insurance, and operational expense items shall be prorated as of the close of escrow.

11. **Seller Representations:** All items referenced in Paragraph No. 5 that are deliverable to Buyer from Seller or Seller's representatives as due diligence material are true and correct to the best of Seller's knowledge and are from sources deemed to be reliable.

12. **No Adverse Knowledge:** To the best of Seller's knowledge, there is no material factual information Seller has knowledge of that is directly contrary to the information contained in the due diligence material Seller provides.

13. **Confidentiality:** The information and data (collectively, the "Information") that will be made available to Buyer with respect to the Property is confidential. In consideration of the Information being made available to Buyer, it is understood and agreed that Purchaser will treat the Information confidentially and will use such Information solely for the purposes of acquisition of the Property.

14. **Commission:** Buyer shall pay broker fees to Kotai.

15. **Exchange:** Buyer will work with Seller should Seller desire to execute an IRS 1031 exchange, at no additional cost to Buyer.

This letter outlines the terms and conditions under which definitive Escrow Instructions can be drafted and entered into between Buyer and Seller. Nothing in this letter is intended to be contractual in nature, and neither party shall be bound by the terms and conditions contained herein unless and until definitive Escrow Instructions and any other appropriate documentation has been mutually agreed upon, executed and delivered by the parties. Upon execution of this Letter of Intent, Seller will not offer the Property for sale, accept any offer to purchase, or market the Property.

Initial: [illegible]

Should you wish to proceed with preparation of Escrow Instructions according to the terms and conditions set forth above, please return a fully executed counterpart original of this letter to me on or before 4 p.m. October 6, 2006.

Regards,

John Raymond, Director of Acquisitions and Forward Planning
SoCal Housing Development Corporation

AGREED AND ACCEPTED: Seller

BY: _____ **DATE:** _____

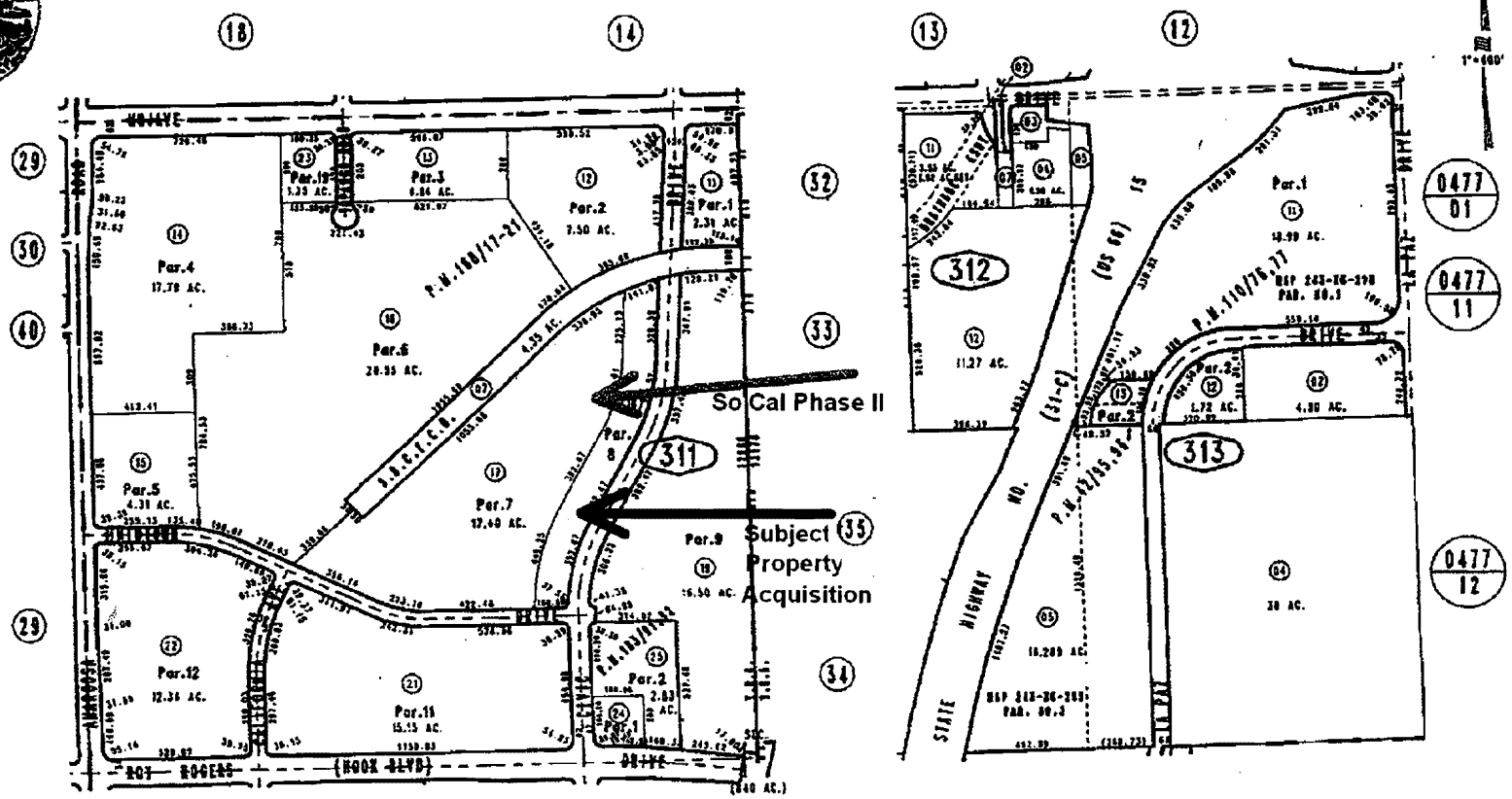
ITS: _____

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Sec. 17, T.5 N., R.4 W., S.B.M.

City of Victorville
Tax Rate Area
12178,12068

0395-31



Ptn Parcel Map No. 4573, P.M 42/95,96
Parcel Map No. 10177, P.M. 110/76,77
Ptn. Parcel Map No. 13880, P.M. 168/17-21
Parcel Map No. 15054, P.M. 183/91,92

Feb. 1998

Assessor's Map
Book 0395 Page 31
San Bernardino County

REVISED
02/10/96 PE
02/27/2002 RM
03/23/2004 GW

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California

AGENDA ITEM

RDA MEETING OF: NOVEMBER 21, 2006

SUBMITTED By: Carolee Bates
Agency Secretary

DATE: 11/14/06

SUBJECT: PRESENTATION OF REQUEST FOR ADOPTION OF RESOLUTION NO. R-06-015 AMENDING THE CONFLICT OF INTEREST CODE FOR THE VICTORVILLE REDEVELOPMENT AGENCY

RECOMMENDATION: That the Board adopt Resolution No. R-06-015 amending the Conflict of Interest Code

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

DISCUSSION The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate and up-to-date or needs to be amended. The Conflict of Interest Code for the Victorville Redevelopment Agency has been reviewed and the following changes are being proposed:

CHANGES TO CATEGORY I

Category I Positions Added:

Assistant Planner
Associate Planner
Building Technician
Director of Development
Director of Public Information
Fire Chief
Foreign Trade Zone Director
General Manager/Water
Planning Technician
Senior Code Enforcement Officer
Senior Planner

Category I Position Title Changes:

From: Inspector/Code Enforcement Officer To: Building Inspector/Code Enforcement Officer

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Category I Position Deletions:
Director of Building & Safety
Director of Planning and Development

CHANGES TO CATEGORY II

Category II Positions Added:
Assistant Director of Building
Assistant Director of Planning
Battalion Chief
Building Inspection Manager
Business Development Manager
Deputy Fire Marshall
Housing Manager
HCD Program Manager
Information Services Manager
Municipal Utility Service Manager
Plan Check Manager
Redevelopment Manager
Senior Code Enforcement Manager

Category II Positions Deleted:

Public Information Officer
Senior Planner

CHANGES TO CATEGORY III

Category III Positions Added:

Emergency Services Coordinator
Senior Fire Safety Specialist
Management Analyst
Utility Project Specialist

Category III Positions Deleted:
Code Enforcement Officer

The consulting firms of Willdan Associates and Munifinancial Corporation will also be added to the list of consulting firms required to file the Form 700 pursuant to Category IV of the City's Conflict of Interest Code.

RESOLUTION NO. R-06-015

RESOLUTION OF THE VICTORVILLE REDEVELOPMENT AGENCY AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF VICTORVILLE AS THE CONFLICT OF INTEREST CODE FOR THE VICTORVILLE REDEVELOPMENT AGENCY AND RESCINDING RESOLUTION NO. R-04-011

WHEREAS, the electorate of the State of California voted into law the Political Reform Act of 1974, an initiative measure; and

WHEREAS, said law requires the disclosure of certain financial interests by local government officials and prohibits their participation in governmental decisions when such may materially affect their interests; and

WHEREAS, said law sets forth specifically all affirmative and prohibitory provisions required of and affecting local governmental officials; and

WHEREAS, said law has been interpreted by the Fair Political Practices Commission as requiring the adoption of a Conflict of Interest Code applicable to the Board of Directors and certain designated positions; and

WHEREAS, the Board of Directors of the Victorville Redevelopment Agency on November 16, 2004 adopted the Conflict of Interest Code of the City of Victorville as the Conflict of Interest Code for the Victorville Redevelopment Agency; and

WHEREAS, this Conflict of Interest Code, adopted in the spirit of said interpretation of the Political Reform Act of 1974, imposes no additional requirements of disclosure not already set forth in said Act; and

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the Code must be amended.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE VICTORVILLE REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. ADOPTION OF CONFLICT OF INTEREST CODE. In compliance with Section 87300 of the Government Code, the Board of Directors hereby amends the Conflict of Interest Code for certain designated positions, which is attached hereto as Exhibit "A".

Exhibit "A"

CONFLICT OF INTEREST CODE FOR THE CITY OF VICTORVILLE

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Victorville.

Designated employees shall file statements of economic interests with the agency who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Upon receipt of the statements of the Victorville City Council, Victorville Planning Commission, City Treasurer, City Attorney and City Manager, the agency shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Statements for all other designated employees will be retained by the agency.

APPENDIX 1

Designated Positions

I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in Appendix 1a.

Airport Director
Assistant Planner
Associate Planner
Building Inspector I
Building Inspector II
Building Technician
Building Inspector I/Code Enforcement Officer
City Clerk
City Engineer
Deputy City Manager
Director of Community Services
Director of Development
Director of Economic Development
Director of Human Resources
Director of Human Resources
Director of Information Services
Director of Public Information
Director of Public Works
Director of Victorville Municipal Utilities
Fire Chief
Foreign Trade Zone Director
General Manager/Water
Plan Checker
Planning Technician
Senior Building Inspector
Senior Plan Checker
Senior Code Enforcement Officer
Senior Planner

II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of Appendix 1a.

Airport Maintenance Manager
Assistant City Engineer
Assistant Director of Building
Assistant Director of Community Services
Assistant Director of Finance
Assistant Director of Planning
Golf & Grounds Manager
HCD Program Manager
Housing Manager
Information Services Manager
Municipal Utilities Manager
Park & Facility Development Manager

Assistant Director of Public Works
Battalion Chief
Building Development Manager
Building Inspection Manager
Deputy Fire Marshall
Division Chief
Facilities Manager
Plan Check Manager
Public Works Manager
Recreation Services Manager
Redevelopment Manager
Senior Management Analyst
Senior Planner
Traffic Engineer

III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 3 of Appendix 1a.

Applications Administrator
Emergency Services Coordinator
Enforcement Officer/Ordinances
Finance Manager
Fire Safety Specialist
Hazardous Materials Specialist
Inspector
Management Analyst
Network Administrator
Public Works Inspector
Purchasing Manager
Senior Fire Safety Specialist
Solid Waste Manager
Utility Project Specialist

IV. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 4 of Appendix 1a.

Consultants

V. Officials Who Manage Public Investments:

It has been determined that the positions listed below manage public investments and will file the Form 721 statement of economic interests:

Board of Directors of the
Victorville Public Development Corporation

APPENDIX 1a

Disclosure Categories

Category 1

(a) Interests in real property[1] which is located in whole or in part either (1) within the boundaries of the City, or (2) within two miles of the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is greater than $1,000.

(b) Investments[2] in or income[3] from business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the City.

(c) Investments[2] in or income[3] from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

Category 2

Investments[2] in or income[3] from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is employed. Investments include interests described in Category 1.

Category 3

Investments[2] in or income[3] from business entities which are contractors or subcontractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is employed. Investments include the interests described in Category 1.

Category 4

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

---

1. Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns directly, indirectly or beneficially, a ten percent interest or greater.

2. (A) Investments include:

(1) Any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interest;

(2) A pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns directly, indirectly or beneficially, a ten percent interest or greater.

(B) Investment does not include:

(1) A time or demand deposit in a financial institution, shares in a credit union, any insurance policy or any bond or other debt instrument issued by any government or government agency;

(2) Any asset whose fair market value is less than $1,000.

3. No source of income is reportable unless the income received by or promised to the public official aggregates $250 in value during the preceding 12-month reporting period.

CITY OF VICTORVILLE
CITY COUNCIL
AGENDA

REGULAR MEETING
NOVEMBER 21, 2006
7:00 P.M.

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

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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

CONTINUED PUBLIC HEARING

2. A CONTINUED PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2181 ENTITLED:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING CHAPTER 7.05 TO THE VICTORVILLE MUNICIPAL CODE REGULATING THE BREEDING OF DOGS AND CATS

3. A CONTINUED PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 06-150 ENTITLED:

   RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION

PUBLIC HEARINGS

4. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2182 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, ADDING CHAPTER 13.90 TO THE VICTORVILLE MUNICIPAL CODE PERTAINING TO THE REGULATION OF REGISTERED SEX OFFENDERS RELATIVE TO THE LOCATIONS WHERE CHILDREN CONGREGATE

5. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-176 AND 06-177

A. RESOLUTION NO. 06-176 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 MAINTENANCE ASSESSMENT DISTRICT NO. 2, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

B. RESOLUTION NO. 06-177 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE MAINTENANCE ASSESSMENT DISTRICT NO. 2, 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 MAINTENANCE ASSESSMENT DISTRICT NO. 2 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 17516 AND 17582 THROUGH 17588

6. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-170 AND 06-171

A. RESOLUTION NO. 06-170 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. 06-171 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6, UNDER THE ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972 AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FROM SAID DISTRICT IN ORDER TO FUND THE ONGOING MAINTENANCE OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 16438 AND 17426

7. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-174 AND 06-175

A. RESOLUTION NO. 06-174 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 DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

B. RESOLUTION NO. 06-175 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3, 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 DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 17986

8. A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NOS. 06-172 AND 06-173

A. RESOLUTION NO. 06-172 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. 8, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

B. RESOLUTION NO. 06-173 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT

DISTRICT NO. 8, 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. 8 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 17986

CONSENT CALENDAR

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

A. PRESENTATION OF REQUEST FOR APPROVAL OF COMMERCIAL DEMAND SCHEDULE NO. 9 IN THE AMOUNT OF $17,579,694.02 COVERING WARRANT NOS. 576846, 579884, 580088, 580286, AND 580556 THROUGH 581093 INCLUSIVE

B. PRESENTATION OF REQUEST FOR APPROVAL OF PAYROLL DEMAND SCHEDULE NO. 4B FOR PAYROLL PERIOD OCTOBER 7, 2006 THROUGH OCTOBER 20, 2006, IN THE AMOUNT OF $1,332,003.38 COVERING WARRANT NOS. 20871 THROUGH 20932 AND ADVICE NOS. 106075 THROUGH 106619 INCLUSIVE AND VOID CHECK NOS. 20146 AND 20822

C. PRESENTATION OF REQUEST TO APPROVE THE STAFF REPORTS FROM THE FOLLOWING DEPARTMENTS:

1. COMMUNITY SERVICES DEPARTMENT – SEPTEMBER 2006
2. DEVELOPMENT DEPARTMENT – SEPTEMBER & OCTOBER 2006

D. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO WESTERN AUDIO VISUAL CORPORATION FOR AUDIO VISUAL SYSTEMS DESIGN AND ENGINEERING IN AN AMOUNT NOT TO EXCEED $33,203.01

E. PRESENTATION OF REQUEST TO AWARD A CONTRACT TO ACCELA, INC. FOR ADDITIONAL TIDEMARK LICENSES AND ANNUAL MAINTENANCE IN THE AMOUNT OF $51,211.24

F. PRESENTATION OF REQUEST TO APPROVE THE PARKVIEW PARK AGREEMENT FOR TRACT MAP 18127

G. PRESENTATION OF REQUEST FOR A FULL RELEASE OF THE FAITHFUL PERFORMANCE AND LABOR BONDS FOR THE LMAD FOR TRACT 16328-1 AND 2 – HOWARD ROBERTS DEVELOPMENT COMPANY

H. PRESENTATION OF REQUEST TO RELEASE THE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS FOR BRENTWOOD NORTHWEST PASEO FOR TRACT 16220 – SUNCAL COMPANIES

I. PRESENTATION OF REQUEST TO RELEASE THE REMAINING 20% OF THE FAITHFUL PERFORMANCE BOND FOR THE BRENTWOOD LMAD FOR TRACT 16446 – JD PIERCE COMPANY, INC.

J. PRESENTATION OF REQUEST FOR A PARTIAL RELEASE OF THE STREET AND STORM DRAIN BOND OF 65% FAITHFUL PERFORMANCE ONLY, IN WHICH THE STREET PORTION OF THE BOND IS 45% REDUCTION AND AN 80% REDUCTION FOR THE STORM DRAIN AND ACCEPTANCE FOR MAINTENANCE OF STORM DRAIN FOR TRACT 15896-1 – COVENANT GROUP

K. PRESENTATION OF REQUEST FOR A PARTIAL RELEASE OF 45% OF THE STREET BOND FAITHFUL PERFORMANCE ONLY, FOR TRACT 15896-2 – COVENANT GROUP

L. PRESENTATION OF REQUEST TO RELEASE 80% OF THE SEWER BOND OF THE FAITHFUL PERFORMANCE BOND AND ACCEPTANCE OF THE WORK FOR TRACTS 15896-1 AND 2 – COVENANT GROUP

M. PRESENTATION OF REQUEST TO RELEASE 80% OF THE STREETS, SEWER AND STORM DRAIN BONDS OF THE FAITHFUL PERFORMANCE BOND AND ACCEPTANCE OF THE WORK FOR TRACT 16063-2 – HOWARD ROBERTS DEVELOPMENT

N. PRESENTATION OF REQUEST TO RELEASE 80% OF THE STREET AND STORM DRAIN BONDS OF THE FAITHFUL PERFORMANCE BONDS AND ACCEPTANCE OF THE WORK FOR TRACT 16860 – FRONTIER HOMES

O. PRESENTATION OF REQUEST TO RELEASE T 80% OF THE SEWER AND STORM DRAIN BONDS OF THE FAITHFUL PERFORMANCE BOND FOR TRACT 17083 – J.T. KRUER & COMPANY

P. PRESENTATION OF REQUEST TO RELEASE THE MONUMENTATION BOND FOR TRACT 16936 – FRONTIER HOMES

Q. PRESENTATION OF REQUEST TO APPROVE THE FINAL MAP FOR TRACT 16063-3 – HOWARD ROBERTS DEVELOPMENT

R. PRESENTATION OF REQUEST TO ACCEPT THE NOTICE OF COMPLETION FOR PLAYGROUND INSTALLATION FOR HOLLYVALE VILLAGE AND MESA LINDA PARK

WRITTEN COMMUNICATIONS

10. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-186 ENTITLED:

A RESOLUTION OF THE CITY OF VICTORVILLE HEREBY AUTHORIZING THE DIRECTOR OF DEVELOPMENT TO APPLY FOR THE WASTE TIRE ENFORCEMENT GRANT

11. PRESENTATION OF REQUEST TO APPROVE THE RENEWAL OF AN ANNUAL AGREEMENT WITH POUK & STEINLE, INC. FOR ELECTRICAL SERVICES TO FACILITATE THE INSTALLATION OF A NEW 15kV CIRCUIT TO CONNECT A 1500 kVA TRANSFORMER BETWEEN SCLA POWER PLANT #1 AND HANGAR 2 IN THE AMOUNT OF $59,284.50

12. PRESENTATION OF REQUEST TO APPROVE THE MINUTES OF THE TRAFFIC ADVISORY COMMITTEE MEETING HELD OCTOBER 19, 2006 AND ADOPT RESOLUTION NO. 06-187 ENTITLED:

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

13. PRESENTATION OF REQUEST TO APPROPRIATE ADDITIONAL FUNDS OF $90,000.00 AND INCREASE THE SERVICE PROVIDER AGREEMENT WITH PROPERTY SPECIALISTS, INC. FOR RIGHT OF WAY SERVICES FOR THE NISQUALLI ROAD IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $219,500.00

14. PRESENTATION OF REQUEST TO REIMBURSE THE DEVELOPMENT IMPACT FEES PAID BY EAGLE RANCH, LLC FOR FACILITIES FUNDED THROUGH COMMUNITY FACILITIES DISTRICT 2001-01 (CFD-01-01) FOR TRACTS 16124, 16087, 16086, 14559, 16241, 14686 AND 16131

15. PRESENTATION OF REQUEST TO APPROVE THE FEE CREDIT AGREEMENT BY AND BETWEEN MOJAVE –COBALT, LLC AND THE CITY OF VICTORVILLE

16. PRESENTATION OF REQUEST TO APPROVE THE FEE CREDIT AGREEMENT BY AND BETWEEN MOJAVE-COBALT, LLC AND THE VICTORVILLE SANITARY DISTRICT

17. PRESENTATION OF REQUEST TO APPROVE THE FEE CREDIT AGREEMENT BY AND BETWEEN SUNCAL WEST CREEK LLC AND THE CITY OF VICTORVILLE

18. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-188 ENTITLED:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING THE CONFLICT OF INTEREST CODE APPLICABLE TO DESIGNATED POSITIONS PURSUANT TO THE POLITICAL REFORM ACT OF 1974 AND RESCINDING RESOLUTION NO. 04-195

19. PRESENTATION OF REQUEST TO ADOPT RESOLUTION NO. 06-189 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE OFFICIALLY DESIGNATING THE ANNUAL PARADE HELD THE FIRST SATURDAY IN DECEMBER AS THE "VICTORVILLE CHRISTMAS PARADE"

20. PRESENTATION OF REQUEST FOR COUNCIL TO APPOINT TWO COUNCIL MEMBERS TO SERVE ON THE HOUSING AND COMMUNITY DEVELOPMENT (HCD) GRANTS REVIEW COMMITTEE

COUNCIL REPORTS

21. PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PROPERTY LOCATION: North of Southern California Logistics Airport Area
CITY/AGENCY NEGOTIATOR: Green de Bortnowsky & Quintanilla / Inland Energy
NEGOTIATING PARTIES: Property Owner, see below

Property Owner	APN	Property Address
Frances Landwehr	0460-242-04	No street address
Miguel & Jose Serna	0460-242-29	No street address
Jurgensen Family Trust	0460-242-32	No street address

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

CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATION - ONE POTENTIAL CASE

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL REGULAR MEETING
MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 11/14/06

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.

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

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

SUBJECT: **Ordinance Regulating the Breeding of Dogs and Cats**

RECOMMENDATION: That the City Council introduce by title only the attached ordinance titled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, ADDING CHAPTER 7.05 TO THE VICTORVILLE MUNICIPAL CODE REGULATING THE BREEDING OF DOGS AND CATS and requiring a Breeding License at a fee of $100 to be renewed annually.**

FISCAL IMPACT: N/A

DISCUSSION:

The City of Victorville recognizes that it is vitally important to the City to regulate the inhumane and reckless breeding of dogs and cats. The uncontrolled and irresponsible breeding of dogs and cats contributes to pet overpopulation, inhumane treatment of animals, and escalating costs for animal care and control.

It is the purpose of this ordinance to regulate and encourage responsible and humane breeding of dogs and cats by regulating the practices of dog and cat breeders. The ordinance further serves the community's interest in promoting, protecting, and improving the health, safety, and welfare of its residents by establishing regulations to control the dog and cat population.

The Highlights of the Proposed Ordinance

Currently, dog and cat breeders are not required to obtain a Breeding License from the City. The proposed ordinance would require dog and cat breeders to obtain a Breeding License, which would need to be renewed on an annual basis. In addition, the Director of Public Works or his designee would be delegated the task of issuing the license after an inspection of the premises and all application fees paid.

All Breeding Licenses would contain certain terms and conditions including, but not limited to 1) the dog or cat shall not be allowed to whelp more than once in a 12 month period, 2) the dog or cat cannot be sold until it has reached the age of at least eight weeks; 3) the dog or cat cannot be sold until it has been immunized; 4) a licensee who advertises the availability of a dog or cat must show the license number; 5) a licensee

Breeders would be exempt from obtaining a breeding license for certain animals including, 1) law enforcement dogs, 2) guide, signal or service dogs, 3) dogs enrolled in guide, signal or service programs, or 4) dogs and cats under the care of governmental animal control agencies, rescue organizations or humane societies.

The ordinance provides a hearing and appeal process should the applicant be denied a Breeding License, or if the licensee's license is revoked or suspended.

ORDINANCE NO. 2181

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING CHAPTER 7.05 TO THE VICTORVILLE MUNICIPAL CODE REGULATING THE BREEDING OF DOGS AND CATS

WHEREAS, the City of Victorville finds that each year hundreds of dogs and cats are sold by breeders; and

WHEREAS, the City of Victorville has an interest in promoting the humane treatment of animals by encouraging responsible breeding and discouraging over-breeding; and

WHEREAS, uncontrolled and irresponsible breeding of dogs and cats contributes to pet overpopulation, inhumane treatment of animals, and escalating costs for animal care and control; and

WHEREAS, the City Council finds this ordinance will promote the public health, safety and welfare by encouraging responsible breeding and pet ownership.

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

SECTION 1. Title.

Chapter 7.05 titled "**BREEDING REGULATIONS FOR DOGS AND CATS**" is hereby added to the Victorville Municipal Code and shall read as follows.

7.05.010. Purpose.

It is the purpose of this ordinance to regulate and encourage responsible and humane breeding of dogs and cats by regulating the practices of dog and cat breeders. This Chapter serves the community's interest in promoting, protecting, and improving the health, safety, and welfare of its residents by establishing these regulations.

7.05.020. Definitions.

For purposes of this chapter, the following definitions shall apply:

A. "Applicant" shall mean and refer to the person who is applying for a breeding license or for a renewal of a breeding license.

B. "Breeder" shall mean and refer to any person who breeds dogs or cats for purposes of sale.

C. "Breeding License" or "License" shall mean and refer to a written authorization, issued annually by the City of Victorville giving its holder permission to breed dogs or cats for purposes of sale.

D. "City Council" means the City Council of the City of Victorville or its designated impartial hearing officer.

E. "City Manager" means the City Manager of the City of Victorville or his or her designee.

F. "Director of Public Works" means the Director of Public Works of the City of Victorville or his or her designee.

G. "Licensee" shall mean and refer to the person who has been approved for a breeding license.

H. "Person" shall mean and refer to a person, corporation, organization or any other entity.

I. "Unaltered" shall mean and refer to an animal that has not been spayed or neutered.

7.05.030. Prohibition.

It shall be unlawful for a person to breed or caused to be bred any dog or cat for purposes of sale without first obtaining a breeding license.

7.05.040. License Application.

Applications for a breeding license or a renewal of a breeding license required by this section shall be filed with the City of Victorville Director of Public Works upon printed forms to be prescribed and supplied by the Director of Public Works. Each application, or renewal, shall be signed under penalty of perjury by the applicant.

7.05.050. Inspection of Premises.

After receipt of a completed application, the Director of Public Works shall make an inspection of the premises for which the breeding license is requested. No breeding license shall be issued or renewed until the

Director of Public Works ensures that the establishment is in good order and in sanitary condition, and is conducive for dog and/or cat breeding. As a condition to the issuance of the breeding license, the applicant shall agree to allow such entry and inspection, and such agreement shall be made a part of the license application. Such inspections shall be made during reasonable hours at times when the applicant is present on the premises, and with such frequency as the Director of Public Works deems appropriate. Willful refusal on the part of the applicant shall be grounds for summary denial of an application or renewal of a breeding license.

7.05.060. License Terms and Conditions.

All breeding licenses shall contain the following terms and conditions:

A. The owner of an unaltered female dog or cat shall not allow the whelping of more than one litter per female in any twelve (12)-month period.

1. Notwithstanding this provision, the Director of Public Works is hereby authorized, upon application, to allow on a one-time basis the whelping of up to two dog or cat litters per breeding animal within any establishment or domestic household within a twelve (12)-month period, if the applicant establishes that such breeding is required to protect the health of the animal or avert a substantial economic loss to the applicant. In the event that an applicant is forced to euthanize a litter of dogs or cats, the Director of Public Works may authorize the whelping of one additional litter of dogs or cats within the same license year by the licensee.

B. No offspring may be sold until it has reached the age of at least eight (8) weeks.

C. No offspring may be sold until immunized against common diseases. The sale of a dog or cat shall include a statement acknowledging the animal's health, and the animal's immunization history. This statement shall be signed by the breeder or attested to by the purchaser.

D. Any licensee who advertises to the public the availability of any dog or cat for sale must prominently display the breeding license number in any such advertisement. Further, the licensee must provide the license number to any person who purchases any animal from the licensee and include the license number on any receipt of sale or transfer document.

E. Commercial establishments selling locally bred dogs or cats shall prominently display their breeding license number. Commercial establishments selling dogs or cats which were not bred within the City of Victorville, shall prominently display the name and address of the breeder of such dogs and cats.

F. Any licensee selling a dog or a cat shall submit to the City of Victorville, Department of Public Works, the name, address, and telephone number of the animal's new owner within five (5) days from the date of sale or other transfer.

G. When an animal is temporarily in the City of Victorville for breeding purposes, the owner of such animal is required to have and present, when requested, a certificate of health signed by a licensed veterinarian within the prior thirty (30)-day period.

7.05.070. Fees.

A. Prior to the issuance of any breeding license, the applicant shall pay a nonrefundable annual license fee in an amount determined by resolution of the City Council.

B. The breeding license fee shall be in addition to any other licensing fees, or any other fees, set forth in the Victorville Municipal Code.

7.05.080. Duration of Breeding License.

Each breeding license shall be valid for a period of one (1) year and shall be renewed on an annual basis until the animal to be bred dies or otherwise ceases to be used for breeding purposes.

7.05.090. License is Non-Transferable.

No license issued pursuant to this chapter shall be transferable.

7.05.100. Exemptions from Breeding License Requirement.

A. Breeders are exempt from obtaining a breeding license for the following animals:

1. Dogs being used by law enforcement agencies for law enforcement and rescue activities;

2. Dogs documented as guide, signal, or service dogs pursuant to California Penal Code Section 365.5 *et seq.*;

3. Dogs enrolled in guide, signal or service dog breeding programs administered by a person licensed under appropriate licensing agencies;

4. Dogs and cats under the care of governmental animal control agencies;

5. Dogs and cats under the care of animal rescue organizations recognized by the City of Victorville that implement spaying/neutering and adoption plans;

6. Dogs and cats under the care of humane societies or societies for the prevention of cruelty to animals that are incorporated or nonprofit benefit corporations.

7.05.110. Denial of Breeding License.

A. The Director of Public Works may deny the application or renewal of a breeding license for any of the following reasons:

1. Applicant does not allow the reasonable inspection of the premises by the Director of Public Works;

2. Inspection of the premises reveals conditions not suitable for dog or cat breeding;

3. Applicant made a false, misleading or fraudulent statement of a material fact in an application for a breeding license, or in any report or record required to be filed with the City of Victorville;

4. Applicant committed an act which violates any rule or regulation adopted by any governmental agency relating to the licensee's business, if any, including, but not limited to, failure to pay local taxes, fees or assessment imposed by the City, or any district created by the City;

5. Applicant violated any condition or restriction of the breeding license;

6. Applicant conducted the breeding of dogs and cats in a manner contrary to the health, safety and the general welfare of the public;

7. Applicant has been convicted of or pled no contest to any crime involving animal cruelty or neglect.

B. The decision of the Director of Public Works shall be in writing. If the decision is to deny the application or renewal of a breeding license, he shall inform the applicant in writing by issuing a Notice of Denial. The Notice of Denial shall state the reasons for the denial, as well as a provision informing the applicant of his or her right to appeal the decision to the City Council within ten (10) days of the service of the Notice of Denial. The Notice of Denial shall be sent first class mail return receipt requested.

7.05.120 Appeal from Denial of Breeding License or Denial of Renewal of Breeding License.

A. The decision of the Director of Public Works may be appealed to the City Council by filing a Request for Appeal with the City Clerk no later than ten (10) days after the date of the service of the Notice of Denial. Upon a timely Request for Appeal, the City Clerk shall set the appeal hearing for a regularly scheduled or special City Council meeting not later than thirty (30) days after receipt of the Request for Appeal. Notice of such appeal hearing shall be given to the appellant not fewer than five (5) days prior to the hearing. The notice of the appeal hearing shall provide the date and time of hearing, the right of the appellant to be accompanied by counsel at the hearing, the right of the appellant to call and examine witnesses and to cross-examine opposing witnesses.

B. After the expiration of the appeal period to the City Council, the decision of the Director of Public Works shall be final and conclusive unless an appeal was timely filed in accordance with the provisions of the Victorville Municipal Code.

C. In considering the appeal, the City Council shall conduct the hearing and may uphold, reverse, or amend any decision of the Director of Public Works. The decision of the City Council shall be mailed to applicant within ten (10) days of the hearing on appeal either personally and/or by certified mail, and/or by regular U.S. mail, to the address last shown on the application for a license, unless the applicant has provided the City Council with written notice of a change in address, in which case the notice shall be sent to such address. The decision shall be supported by written findings and shall include notification of section 1094.6 of the California Code of Civil Procedure.

7.05.130. Revocation or Suspension of Breeding License.

A. Notice of Hearing.

1. Prior to any suspension or revocation of a breeding license, the City Manager shall hold a hearing to determine whether suspension or revocation is warranted.

2. The City Manager shall serve a Notice of Hearing for Suspension or Revocation upon the licensee either personally and/or by certified mail, and/or by regular U.S. mail, to the address last shown on the application for a license, unless the licensee has provided the City Manager with written notice of a change in address, in which case the notice shall be sent to such address.

3. The Notice of Hearing for Suspension or Revocation shall state the proposed action, the reasons for the proposed action, any code sections allegedly violated, the right of the licensee to a hearing, the right of the licensee to be accompanied by counsel at the hearing, and the date and time of the hearing. The hearing shall be set no earlier than five (5) days from the date of the Notice of Hearing for Suspension or Revocation, and no later than twenty (20) days from the service of the Notice of Hearing for Suspension or Revocation, or on another date that is mutually agreed upon in writing by the licensee and the City Manager.

B. The City Manager may suspend or revoke a breeding license based upon any of the following findings:

1. Licensee allows premises to become or remain in a condition not suitable for dog or cat breeding;

2. Licensee made any false, misleading or fraudulent statement of a material fact in an application for a breeding license, or in any report or record required to be filed with the City;

3. Licensee committed any act which violates any rule or regulation adopted by any governmental agency relating to the licensee's business, if any, including, but not limited to, failure to pay local taxes, fees or assessment imposed by the city, or any district created by the city;

4. Licensee violated any condition or restriction of the breeding license;

5. Licensee conducted the breeding of dogs and cats in a manner contrary to the health, safety and the general welfare of the public;

6. Licensee has been convicted of or pled no contest to any crime involving animal cruelty or neglect.

B. The decision of the City Manager shall be in writing. If the decision is to suspend or revoke the licensee's breeding license, the City Manager shall issue a written Notice of Revocation or Suspension. The Notice of Revocation or Suspension shall state the reasons for the revocation or suspension, the effective date of the revocation or suspension, as well as a provision informing the licensee of his or her right to appeal the decision to the City Council within ten (10) days of the service of the notice. The Notice of Revocation or Suspension shall be mailed to licensee within ten (10) days of the hearing either personally and/or by certified mail, and/or by regular U.S. mail, to the address last shown on the application for a license, unless the licensee has provided the City Manager with written notice of a change in address, in which case the notice shall be sent to such address.

7.05.140 Appeal from Notice of Revocation or Suspension of Breeding License.

A. The decision of the City Manager may be appealed to the City Council by filing a Request for Appeal with the City Clerk no later than ten (10) days after the date of the service of the Notice of Revocation or Suspension. Upon a timely Request for Appeal, the City Clerk shall set the appeal hearing for a regularly scheduled or special City Council meeting not later than thirty (30) days after receipt of Request for Appeal. Notice of such appeal hearing shall be given to the appellant not fewer than five (5) days prior to the hearing. The notice of the appeal shall provide the date and time of hearing, the right of the licensee to be accompanied by counsel at the appeal hearing, the right of the appellant to call and examine witnesses and to cross-examine opposing witnesses.

B. After the expiration of the appeal period to the City Council, the decision of the City Manager shall be final and conclusive unless an appeal was timely filed in accordance with the provisions of the Victorville Municipal Code.

C. In considering the appeal, the City Council shall conduct the appeal hearing and may uphold, reverse, or amend any decision of the City Manager. The decision of the City Council shall be mailed to

applicant within ten (10) days of the hearing either personally and/or by certified mail, and/or by regular U.S. mail, to the address last shown on the application for a license, unless the licensee has provided the City Manager with written notice of a change in address, in which case the notice shall be sent to such address. The decision shall be supported by written findings and shall include notification of section 1094.6 of the California Code of Civil Procedure.

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.

VICTORVILLE
California

JOINT PUBLIC HEARING
VICTORVILLE CITY COUNCIL AND
VICTORVILLE REDEVELOPMENT AGENCY
MEETING OF: September 5, 2006

Cont'd 11.21.06

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: August 22, 2006

SUBJECT: Disposition and Development Agreement – Costco Wholesale Corporation (Costco Retail Project)

RECOMMENDATION: That Your Honorable City Council and Redevelopment Agency Board of Directors adopt Resolution No. 06-150 & R-06-010 respectively, approving the Disposition and Development Agreement (DDA).

FISCAL IMPACT: $5,750,000 (Revenue)

Budget:
Budget Account No.:

--FINANCE DEPARTMENT USE ONLY—
Additional Appropriation:
No____
Yes/$Amount_____
Approved_____

DISCUSSION: On December 30, 2005 the Redevelopment Agency entered into a Purchase and Sale Agreement for the purposes of acquiring the former Home Base building with the ultimate intent of preserving that property to accommodate a Costco expansion. On February 28, 2006 the Agency closed escrow and became the owner of the currently vacant 104,000 square foot retail building, which sits on 10.02 acres of property. On June 21, 2006 the RDA entered into a Letter of Intent with Costco Wholesale, which served as a general framework for terms to be incorporated into the ultimate DDA. Before the City Council and Board of Directors is a DDA which will cause the sale of the subject site to Costco Wholesale. As a condition to the close of escrow, the Agency will be required to demolish the existing 104,000 square foot building and cap the utilities at the property line to the best extent possible. In exchange for the sales price, Costco will build-out approximately 160,000 square feet of new retail space within 12-months. Preliminarily, Costco is considering accelerating that schedule for a June or July, 2007 grand opening.

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

Cont'd. Public Hearing
#3
11-21-06

Costco proposes to continue to operate out of there existing warehouse until the grand opening date, upon which, once the new facility becomes operational, Costco proposes to demolish their existing building and cause the construction of 50,000 square feet of new retail space to be made available for retain users to be mutually agreed upon by both the Agency and Costco. Staff believes that redevelopment of the former Home Base site enhances our ability to remove blight from the Project Area, that it pumps new economic life into the entire retail center, and that this is an opportunity to retail nearly 315 jobs within the Hook Redevelopment Project Area. Therefore, staff recommends approval.

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

KCM:jrt

Attachments: Resolution No. 06-150
Resolution No. R-06-010
Disposition and Development Agreement
Summary Report
Site Map

CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA

RESOLUTION NO. 06-150

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE VICTORVILLE REDEVELOPMENT AGENCY AND COSTCO WHOLESALE CORPORATION

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

WHEREAS, the City Council of the City of Victorville, California (the "City Council") along with the Agency have caused the adoption of a Redevelopment Plan for the Bear Valley Road Redevelopment Project area, as amended; and

WHEREAS, Costco Wholesale Corporation (hereinafter referred to as the "Developer") seeks to acquire and develop property as an approximately 160,000 square foot Costco wholesale commercial center (the "Warehouse"); and

WHEREAS, the Agency owns certain property (the "Property") which is located within the duly established Hook subarea of the Bear Valley road Redevelopment Project Area of the City; and

WHEREAS, the Developer has indicated that Developer desires to acquire the Property from the Agency in order to cause development thereof in accordance with the Redevelopment Plan; and

WHEREAS, the Agency has deemed it desirable to enter into a Disposition and Development Agreement (the "Agreement") with the Developer in the form attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the Agency and City Council have held a duly noticed public hearing on September 5, 2006, in accordance with Section 33431 of the California Health and Safety Code pertaining to the Agreement; and

WHEREAS, the Agency and City Council have held a duly noticed public hearing on September 5, 2006, in accordance with Section 33433 of the California Health and Safety Code and have caused the preparation of, and made available for public inspection, a report including a summary of the transaction; and

WHEREAS, the Agency and the City Council have evaluated the Agreement and all evidence and testimony for and against the approval of the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

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

Section 3. The City Council, having held a duly noticed public hearing, finds and determines that the disposition of the Property to the Developer, pursuant to the Agreement, will be of benefit to the Agency and the City and will also promote redevelopment within the Project Area of the Agency.

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

Section 5. The City Council hereby finds that the purchase of the Property by the Developer from the Agency is above fair market value at the Property's highest uses permitted.

Section 6. The City Council hereby approves the Agreement.

Section 7. This Resolution shall take effect upon its adoption.

SEE
VICTORVILLE REDEVELOPMENT AGENCY
AGENDA FOR THE
DISPOSITION AND DEVELOPMENT
AGREEMENT

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AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

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

SUBJECT: **Ordinance Regulating Registered Sex Offenders Relative to the Locations Where Children Congregate**

RECOMMENDATION: That the City Council introduce by title only the attached ordinance titled **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, ADDING CHAPTER 13.90 TO THE VICTORVILLE MUNICIPAL CODE PERTAINING TO THE REGULATION OF REGISTERED SEX OFFENDERS RELATIVE TO THE LOCATIONS WHERE CHILDREN CONGREGATE**

FISCAL IMPACT: N/A

DISCUSSION:

The City of Victorville recognizes that convicted sex offenders ("Sex Offenders") pose a great risk to the public's safety and welfare and it is in the City's best interest to protect its residents, especially children, by regulating where Sex Offenders can be in relation to locations where children generally congregate. In an effort to keep Sex Offenders away from children, this proposed ordinance will make it a crime for Sex offenders to be within 300 feet of locations where children generally congregate.

The Highlights of the Proposed Ordinance

The purpose of the proposed ordinance is to prohibit Sex Offenders from being within 300 feet of "protected locations." These protected locations will be established by the City Council and will consist of locations including, but 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, and amusement centers.

The proposed ordinance also provides exceptions to the rule. The Sex Offender will not be in violation of the proposed ordinance if 1) the Sex Offender lawfully resides within three hundred (300) feet of the protected location, 2) if the Sex Offender is lawfully employed or works at a location located within three hundred (300) feet of the protected location, or 3) if the Sex Offender is traveling past a protected location while en route to another destination.

ORDINANCE NO. 2182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, ADDING CHAPTER 13.90 TO THE VICTORVILLE MUNICIPAL CODE PERTAINING TO THE REGULATION OF REGISTERED SEX OFFENDERS RELATIVE TO THE LOCATIONS WHERE CHILDREN CONGREGATE

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, requiring Sex Offenders to stay away from persons under the age of eighteen (18), will reduce temptation to commit sexual crimes; and

WHEREAS, the City Council finds and determines that limiting the areas where registered Sex Offenders can be in relation to locations where children congregate 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 13.90 titled "**REGULATION OF REGISTERED SEX OFFENDERS RELATIVE TO THE LOCATIONS WHERE CHILDREN CONGREGATE**" is hereby added to the Victorville Municipal Code and shall read as follows.

13.90.010 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 congregating. The City of Victorville desires to add protected locations where state law is silent.

13.90.020 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. "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, and parks or recreation facilities operated and/or maintained by a government entity, amusement centers.

E. "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.

13.90.030 Prohibitions.

A. It is unlawful for any Sex Offender to be within three hundred (300) feet of any of the protected locations as defined in Section 13.90.020.

B. The City, by resolution, shall adopt a list of the protected locations, as well as a map showing the protected locations, and those locations which fall within three hundred (300) 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 three hundred (300) feet shall be measured in a straight line from the location of the Sex Offender to the closest property line of any protected location.

13.90.040 Exceptions.

Notwithstanding the foregoing, a Sex Offender will not be in violation of this section under the following:

A. The Sex Offender lawfully resides within three hundred (300) feet of the protected location;

B. The Sex Offender is lawfully employed or works at a location located within three hundred (300) feet of the protected location;

C. The Sex Offender is traveling past a protected location while en route to another destination.

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.

Passed, approved, and adopted this _____ of _____, 2006.

_____
Mike Rothschild, Mayor

ATTEST:

_____
Carolee Bates, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: Resolution Number 06-176 approving the Engineer's Report and Resolution Number 06-177 ordering the annexation of Tracts 17516 and 17582 through 17588 into the Maintenance Assessment District No. 2 that incorporates the areas along the arterial roads required per the conditions of approval.

RECOMMENDATION: It is recommended that Resolution Numbers 06-176 and 06-177 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.

SunCal Golden Triangle, LLC, the developer and owner of the subject properties, filed formal Petitions to initiate the annexation process of the above referenced tracts into Maintenance Assessment District No. 2. 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 06-176 and 06-177 be approved at this time.

JEG:RS:bw

Attachments: Resolution 06-176 / Engineer's Report
Resolution 06-177 / Ordering Annexation
Petitions

Public Hearing
#5A,B
11-21-06

RESOLUTION NO. 06-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE MAINTENANCE ASSESSMENT DISTRICT NO. 2, AN ASSESSMENT DISTRICT PROPOSED TO BE FORMED UNDER THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the Developer submitted formal Petitions proposing the formation of Maintenance Assessment District No. 2, 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 parks required by the City to be installed by the Developer as a condition of approval of Tract Numbers 17516 and 17582 through 17588; and

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

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

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 **APPROVAL OF ENGINEER'S REPORT**

The Engineer's Report prepared in connection with the proposed formation of Maintenance Assessment District No. 2, 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 Reports.

Section 2 **CITY CLERK**

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

ENGINEER'S REPORT
MAINTENANCE ASSESSMENT DISTRICT NO. 2

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 Code1972 (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 XIIID of the California State Constitution (Proposition 218) will be followed with respect to the formation of the District. Once approved, the assessment shall be levied upon each parcel within the boundaries of the District and the assessment shall be proportionate to the improvement maintenance. A maximum assessment rate per Equivalent Dwelling Unit (EDU) will be established based on the estimated operations and maintenance costs for each year. The maximum rates imposed under the Landscape Maintenance Assessment District shall be adjusted from the yearly rate imposed by a change in the Construction Price Index Escalator.

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

REPORT

A. PLANS AND SPECIFICATIONS

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

B. ASSESSMENT ROLE

1. Number of parcels to be assessed: **600**
   a. Tract 17516 @ 39 $9,377.55
   b. Tract 17582 @ 51 $12,262.95
   c. Tract 17583 @ 36 $8,656.20
   d. Tract 17584 Master Tract
   e. Tract 17585 @ 130 $31,258.50
   f. Tract 17586 @ 113 $27,170.85
   g. Tract 17587 @ 98 $23,564.10
   h. Tract 17588 @ 133 $31,979.85
2. Amount each parcel is to be assessed: **$240.45**
3. **TOTAL ASSESSMENT $144,270**
4. Diagram of the assessment district showing all parcels to be assessed is attached, as well as a list of APN's of all assessed parcels.

C. METHOD OF APPORTIONMENT

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

D. SUMMARY OF ASSESSMENTS

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

E. PROPERTY OWNERS LIST

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

F. ASSESSMENT DIAGRAM

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

Approved and Signed By:

John A. McGlade

John A. McGlade, City Engineer

11/1/06

Date

EXHIBIT "ONE"

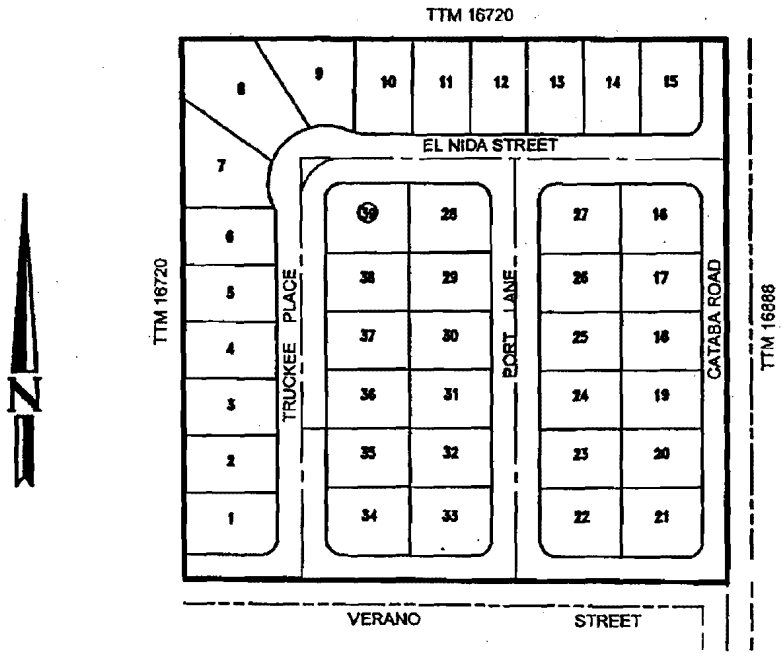
PROPOSED TRACT NO. 17516 BEING A SUBDIVISION OF THE FOLLOWING:

PARCEL 3 OF PARCEL MAP 3616, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 32, PAGE 76, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISON GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

Assessor's Parcel No: 3071-671-04

TENTATIVE TRACT 17516



APPROXIMATE GROSS AREA = 10.00 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

TR 17582

Order No. 9791949 - B

EXHIBIT "ONE"

[redacted] A SUBDIVISION OF THE FOLLOWING:

PARCEL 1 (3071-701-07-0-000AND 3071-701-08-0-000):

THE NORTH ONE-FIFTH OF THE SOUTH HALF AND THE SOUTH ONE-FIFTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, OF S.B.B. & M.

PARCEL 2 (3071-701-15-0-000):

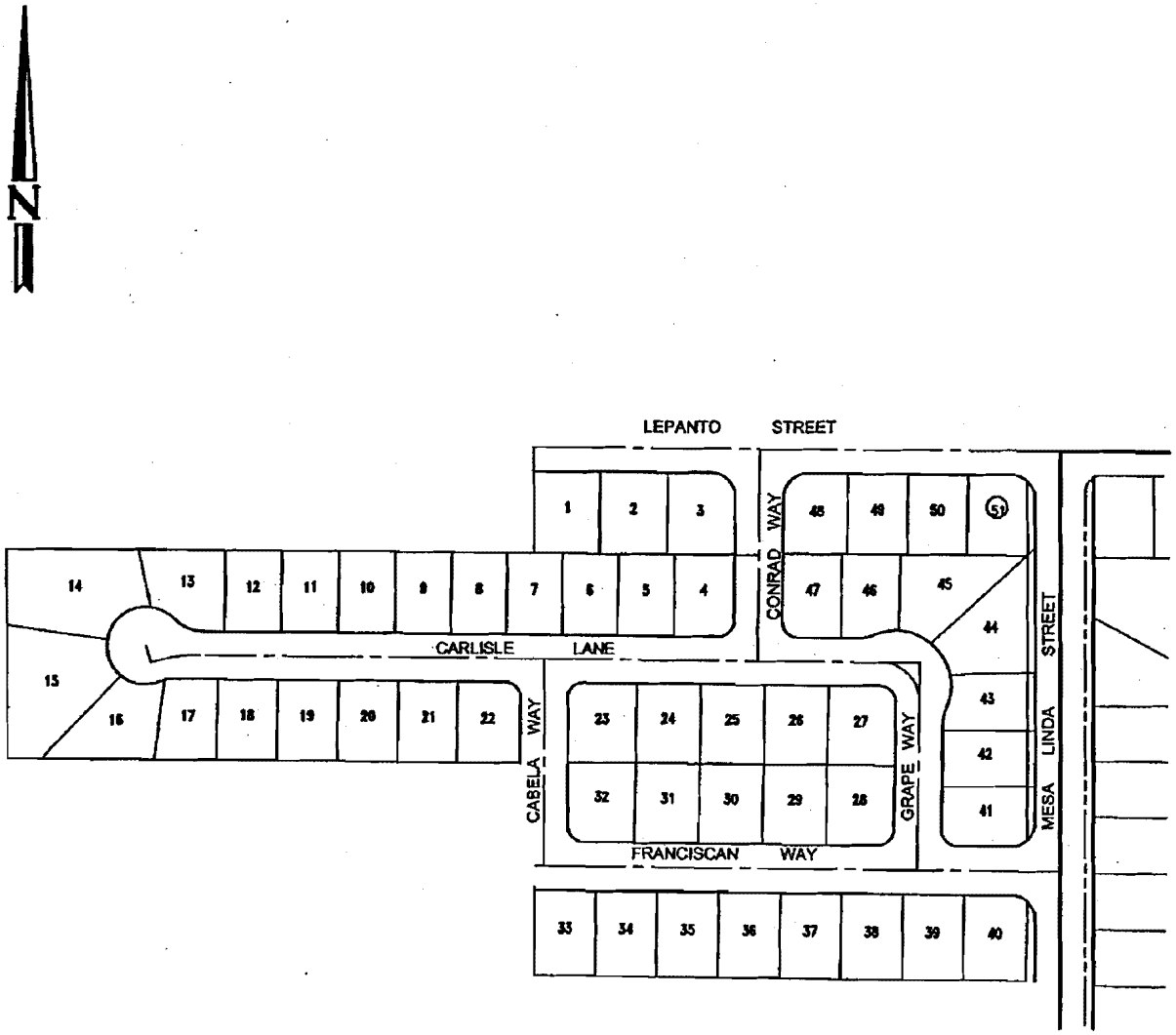
THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3 (3071-701-06-0-000):

THE SOUTH ONE-HALF OF THE NORTH 4/5TH OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND SUBJECT TO CHANGE AT ANY TIME.

TENTATIVE TRACT 17582



APPROXIMATE GROSS AREA = 14 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

EXHIBIT "ONE"

PARCEL 1 (3064-411-10-0-000): prop tract 17583

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JULY 25, 1969 IN BOOK 7274, PAGE 84, OFFICIAL RECORDS.

PARCEL 2 (3064-411-08-0-000):

THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3 (3064-411-09-0-000):

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DOCUMENT RECORDED JULY 16, 1968 AS INSTRUMENT NO. 13 IN BOOK 7059, PAGE 811.

PARCEL 4 (3071-701-20-0-000):

THE EAST 132 FEET OF THE WEST 528 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

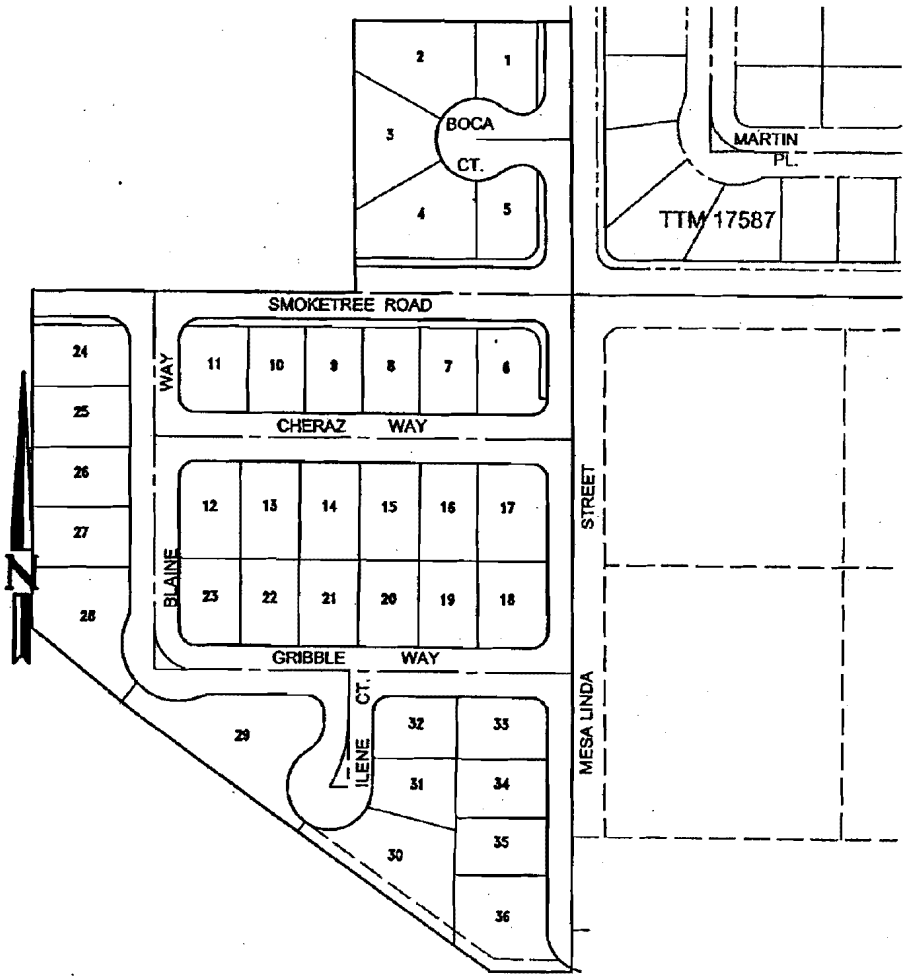
PARCEL 5 (3071-701-21-0-000):

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE WEST 528 FEET THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

TENTATIVE TRACT 17583



APPROXIMATE GROSS AREA = 12 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

EXHIBIT "ONE"

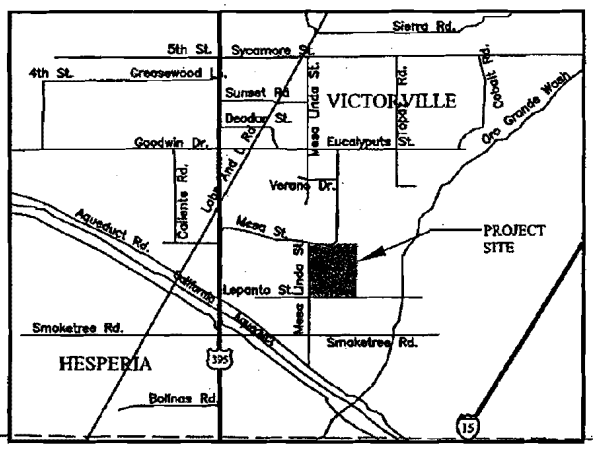
PROPOSED TRACT MAP 17585, BEING A SUBDIVISION OF LOTS 1 AND 2 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

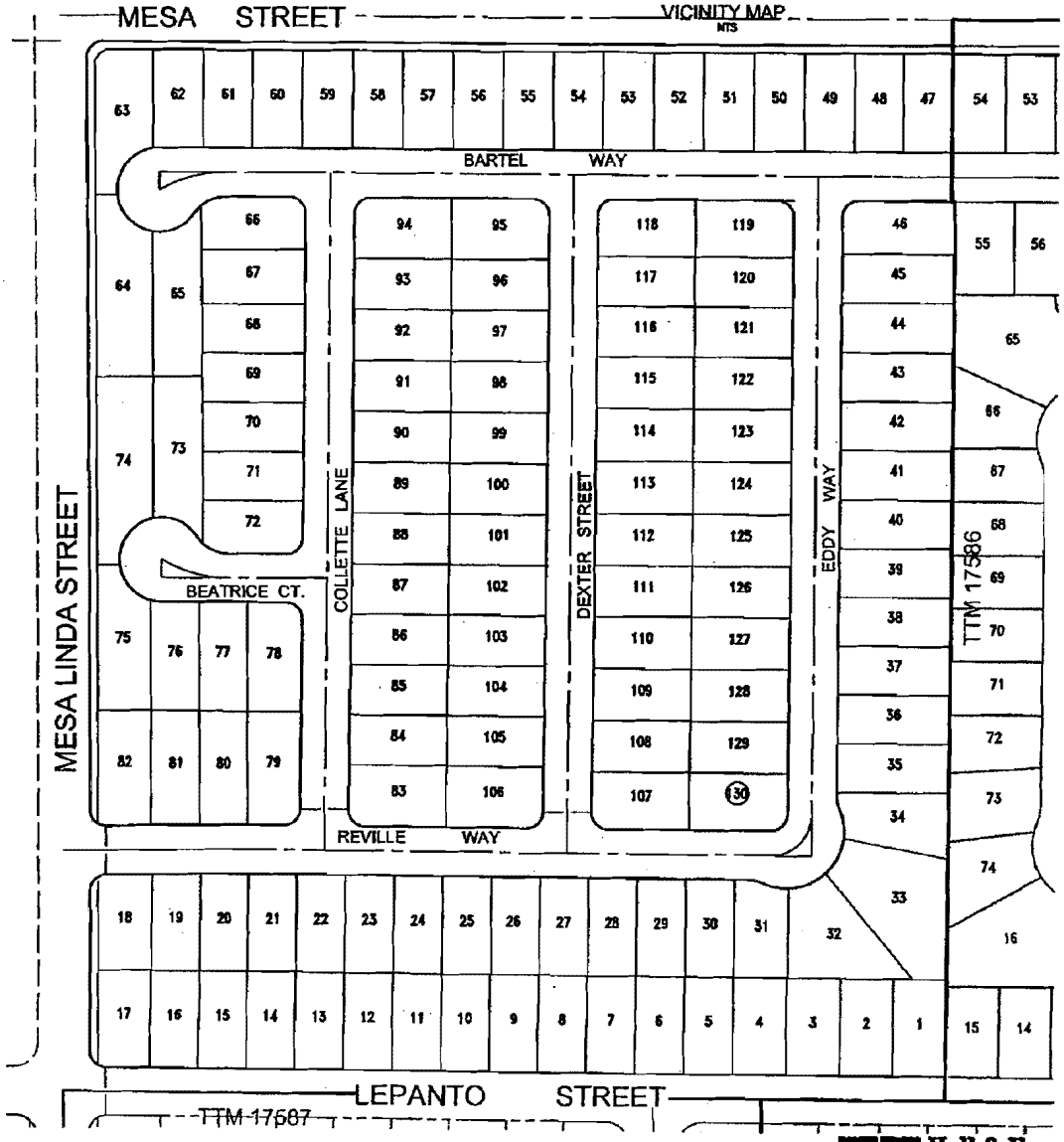
THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-711-01

TENTATIVE TRACT 17585



VICINITY MAP
NTS



APPROXIMATE GROSS AREA = 21 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9130 Jenkins Place, Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-9200

EXHIBIT "ONE"

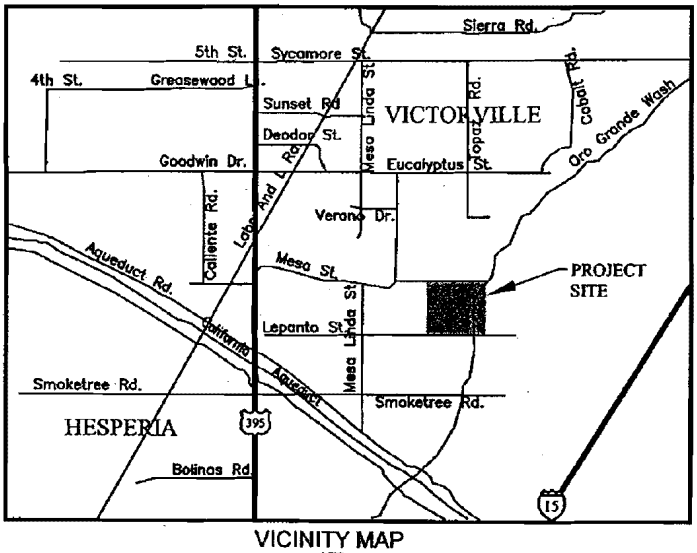
PROPOSED TRACT MAP 17586, BEING A SUBDIVISION OF LOTS 3 AND 4 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-711-01

TENTATIVE TRACT 17586



VICINITY MAP
NTS

APPROXIMATE GROSS AREA = 31 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
8630 Archibald Ave., Ste. 109 · Rancho Cucamonga, CA 91730 · (909) 484-9880

EXHIBIT "ONE"

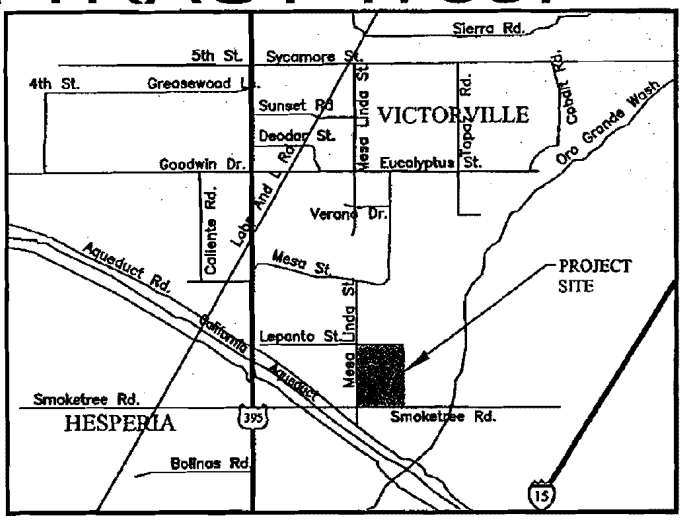
PROPOSED TRACT MAP 17587, BEING A SUBDIVISION OF LOT 5 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF.

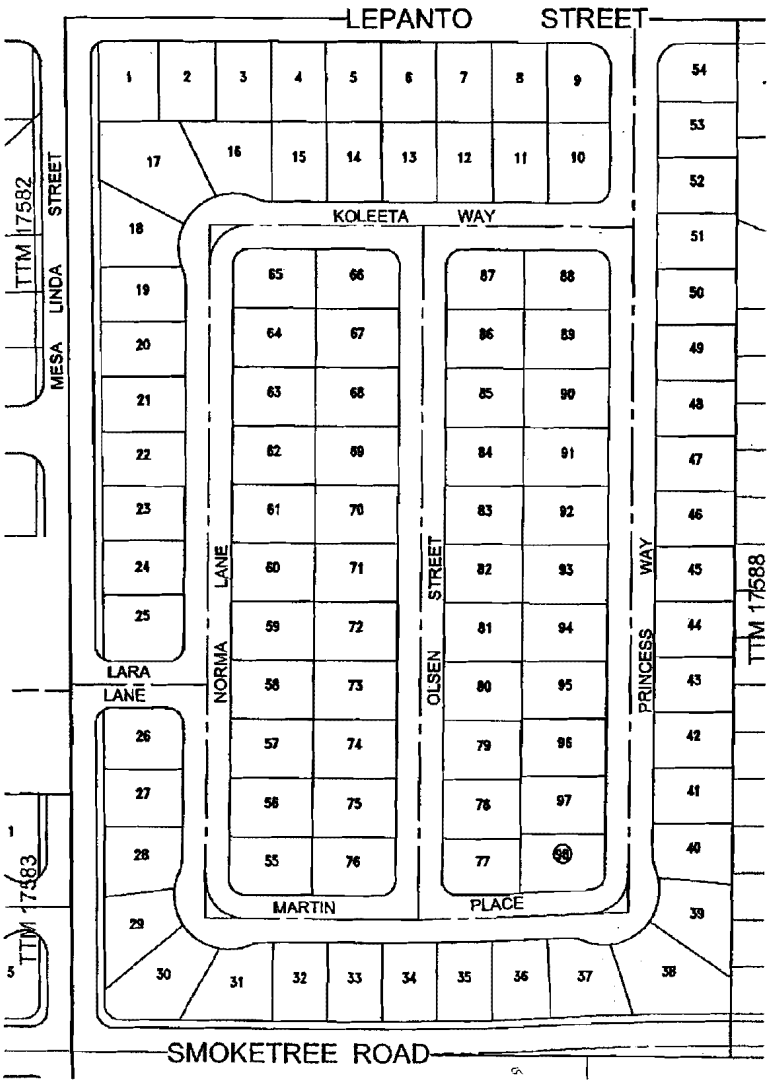
THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-721-01

TENTATIVE TRACT 17587



VICINITY MAP
NTS



SCC ACQUISITIONS, INC.

APPROXIMATE GROSS AREA = 26 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9130 Archibald Ave., Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-9080

EXHIBIT "ONE"

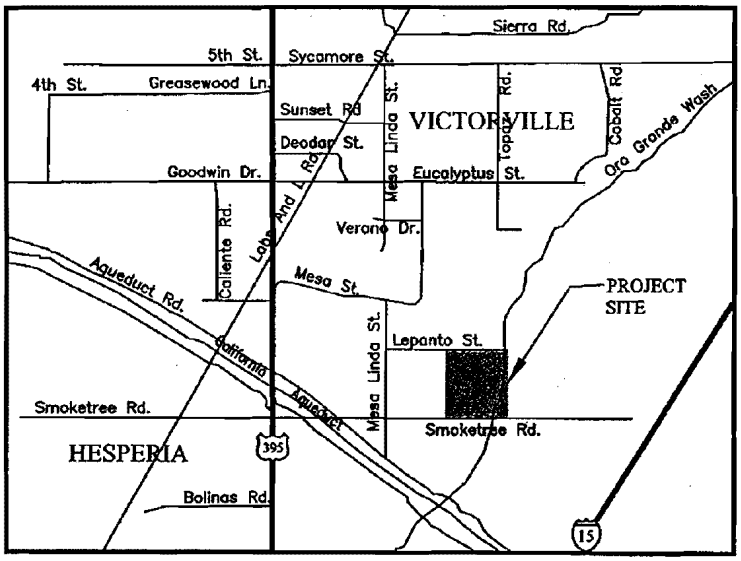
PROPOSED TRACT MAP 17588, BEING A SUBDIVISION OF LOT 6 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-721-01

TENTATIVE TRACT 17588



VICINITY MAP
NTS

SCC ACQUISITIONS, INC.

APPROXIMATE GROSS AREA = 34 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9130 Archibald Place, Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-9880

RESOLUTION NO. 06-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE MAINTENANCE ASSESSMENT DISTRICT NO. 2, 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 MAINTENANCE ASSESSMENT DISTRICT NO. 2 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACTS 17516 AND 17582 THROUGH 17588.

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 formal Petitions proposing the formation of the Maintenance Assessment District No. 2, 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 parks required by the City to be installed by the Developer as a condition of Tract Numbers 17516 and 17582 through 17588; and

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

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

WHEREAS, there being no majority protest against the proposed assessment, the City Council is authorized to order the formation of Maintenance Assessment District No. 2 for the ongoing maintenance of the landscape and irrigation described in Resolution No. 06-177.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 **PROPOSED FORMATION OF DISTRICT**

The Maintenance Assessment District No. 2 (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 parks, 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 landscaping and park facilities.

Section 3 **DISTRICT BOUNDARIES**

(a) The District shall be designated as Maintenance Assessment District No. 2 and the proposed District shall have one (1) initial benefit zone, consisting of Tract Map Numbers 17516 and 17582 through 17588.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Numbers 17516 and 17582 through 17588 and shall be depicted on the Diagram of the Assessment District Boundaries, which is included as part of the Engineer's Reports for Maintenance Assessment District No. 2, copies of which shall be filed with and maintained by the City Clerk upon completion.

Section 4 **LEVY AND COLLECTION OF ASSESSMENTS**

That the assessments upon the assessable lots and parcels of land within the District shall be levied and collected as set forth in the Report filed by the City Engineer in support of the formation of the Maintenance Assessment District No. 2, 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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17516

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please see attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 (Date) before me, Rosemarie Dyvig, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Bruce V. Cozic (Name(s) of Signer(s)),

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "ONE"

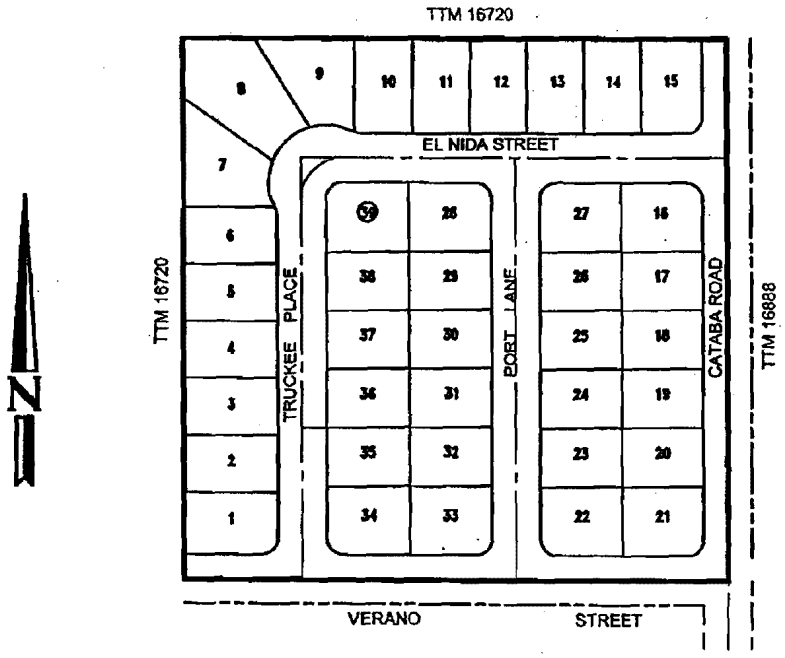
PROPOSED TRACT NO. 17516 BEING A SUBDIVISION OF THE FOLLOWING:

PARCEL 3 OF PARCEL MAP 3616, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 32, PAGE 76, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISON GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

Assessor's Parcel No: 3071-671-04

TENTATIVE TRACT 17516



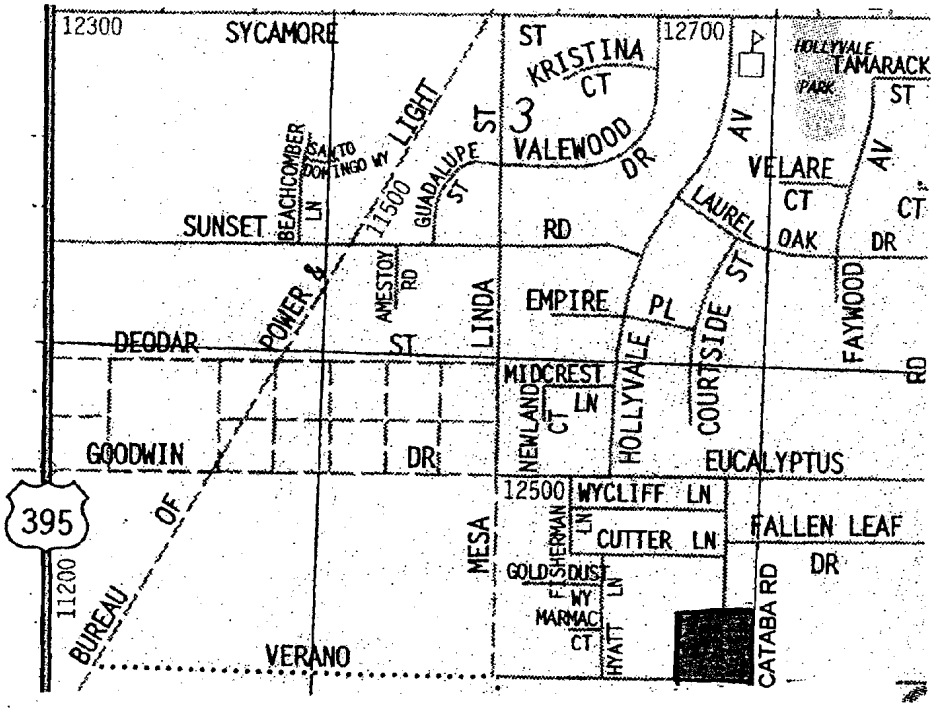
APPROXIMATE GROSS AREA = 10.00 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
[illegible]

TENTATIVE TRACT 17516

VICINITY MAP



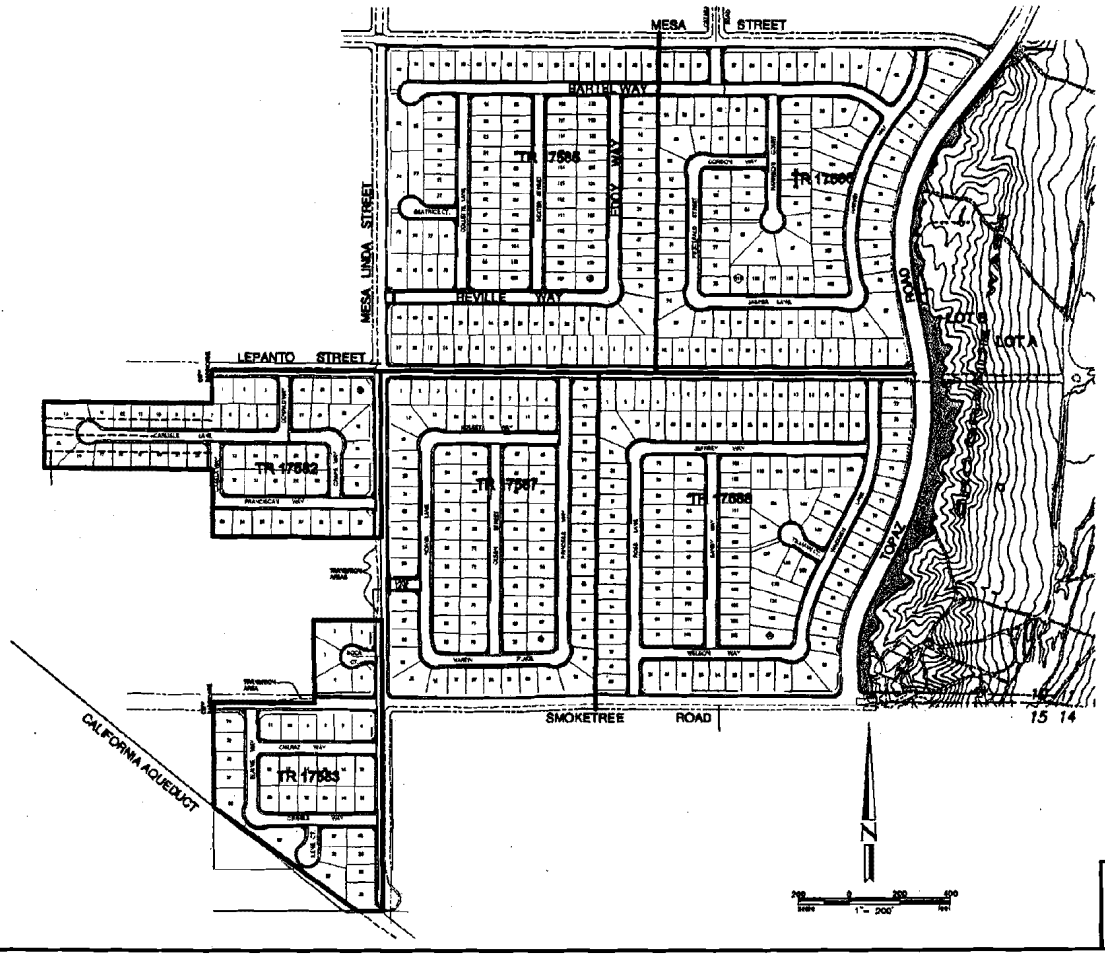
↑

PROJECT SITE

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,966 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
TR 17585	22,447 SF	2244.7 LF
TR 17586	17,071 SF	1707.1 LF
TR 17587	21,121 SF	2112.1 LF
TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17582

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please see attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 before me, Rosemarie Dyvig, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce V. Cook
Name(s) of Signer(s)

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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TR 17582

Order No. 9791949 - B

EXHIBIT "ONE"

[redacted] A SUBDIVISION OF THE FOLLOWING:

PARCEL 1 (3071-701-07-0-000AND 3071-701-08-0-000):

THE NORTH ONE-FIFTH OF THE SOUTH HALF AND THE SOUTH ONE-FIFTH OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, OF S.B.B. & M.

PARCEL 2 (3071-701-15-0-000):

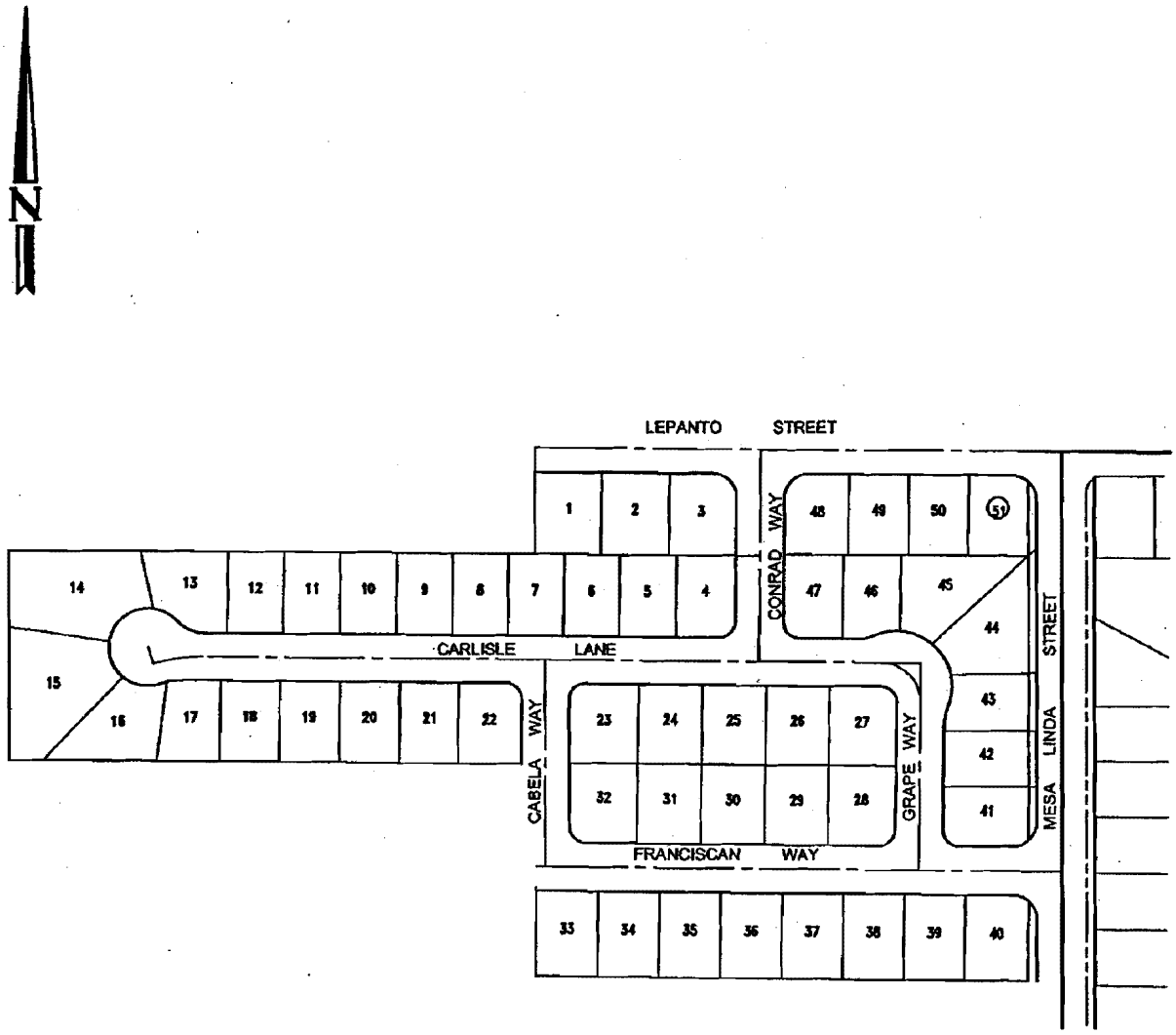
THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3 (3071-701-06-0-000):

THE SOUTH ONE-HALF OF THE NORTH 4/5TH OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND SUBJECT TO CHANGE AT ANY TIME.

TENTATIVE TRACT 17582

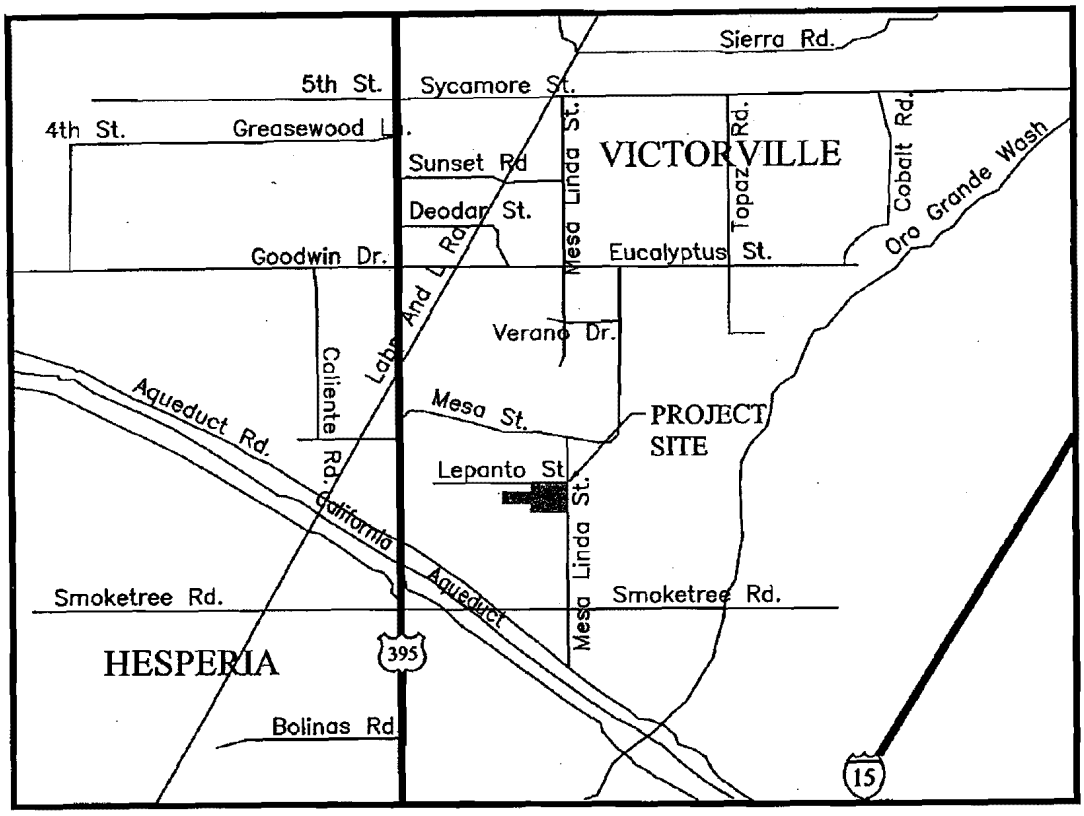


APPROXIMATE GROSS AREA = 14 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
[illegible]

TENTATIVE TRACT 17582



VICINITY MAP
NTS

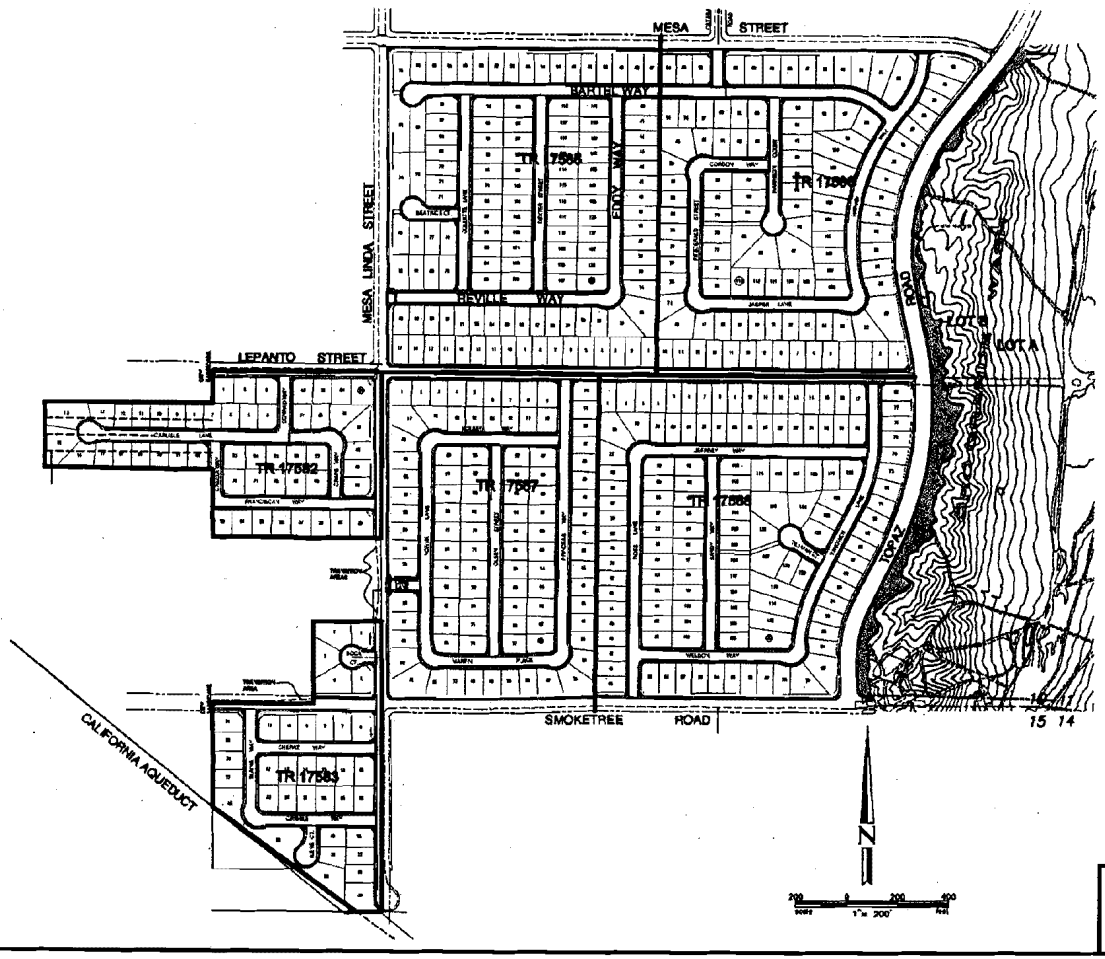
Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

VICTORVILLE PROPERTIES / LB/L SUNCAL II

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,966 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
TR 17585	22,447 SF	2244.7 LF
TR 17586	17,071 SF	1707.1 LF
TR 17587	21,121 SF	2112.1 LF
TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17583

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please see attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 before me, Rosemarie Dyvig, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce V. Cook
Name(s) of Signer(s)

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "ONE"

PARCEL 1 (3064-411-10-0-000): prop tract 17583

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JULY 25, 1969 IN BOOK 7274, PAGE 84, OFFICIAL RECORDS.

PARCEL 2 (3064-411-08-0-000):

THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3 (3064-411-09-0-000):

THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DOCUMENT RECORDED JULY 16, 1968 AS INSTRUMENT NO. 13 IN BOOK 7059, PAGE 811.

PARCEL 4 (3071-701-20-0-000):

THE EAST 132 FEET OF THE WEST 528 FEET OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

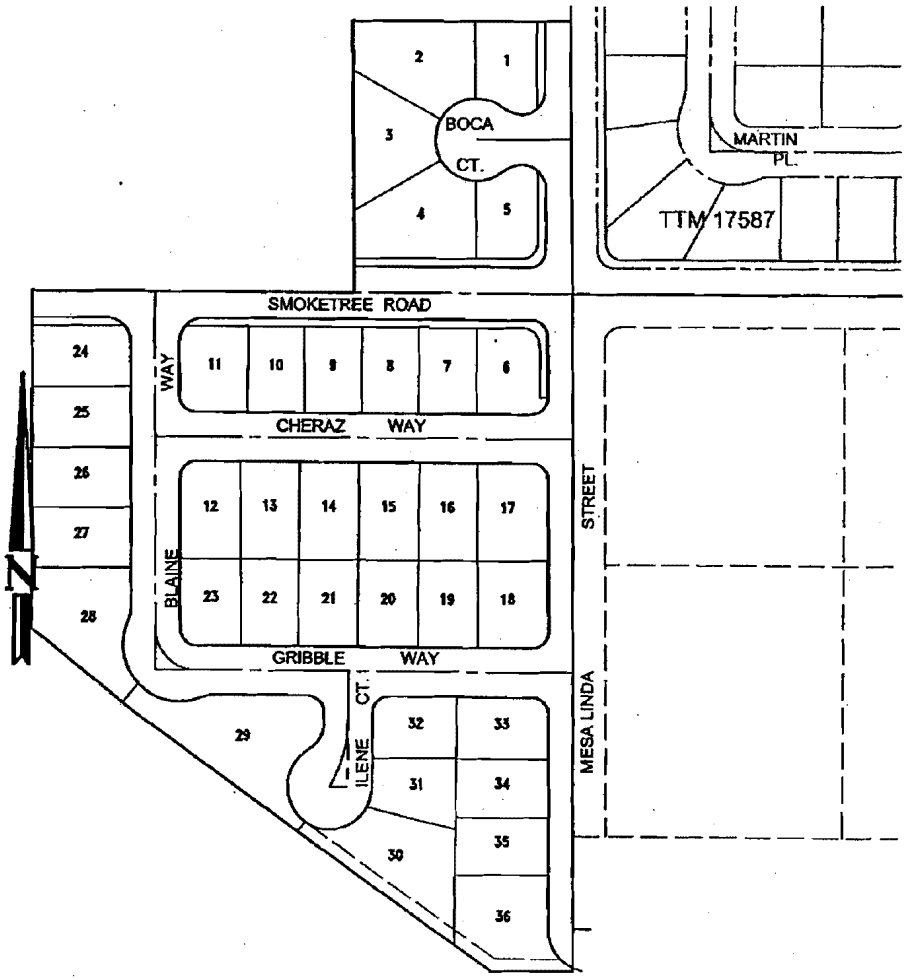
PARCEL 5 (3071-701-21-0-000):

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE WEST 528 FEET THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

TENTATIVE TRACT 17583

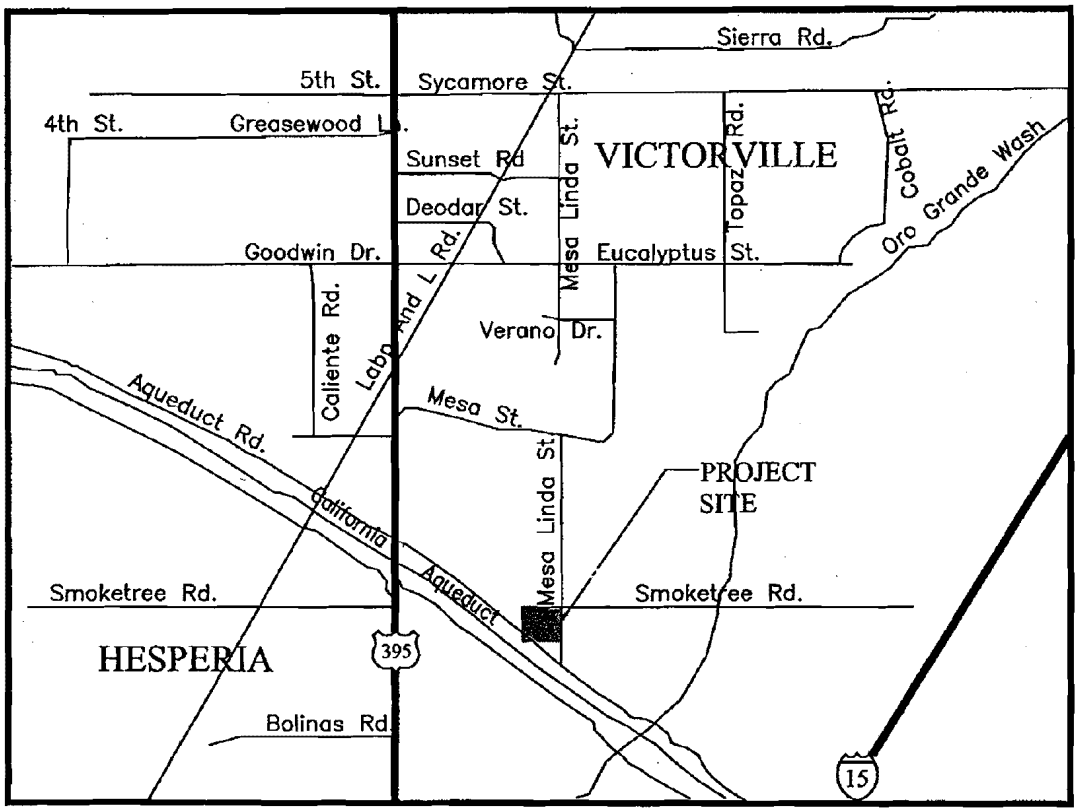


APPROXIMATE GROSS AREA = 12 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

TENTATIVE TRACT 17583



VICINITY MAP
NTS

VICTORVILLE PROPERTIES / LB/L SUNCAL II

Hall & Foreman, Inc.
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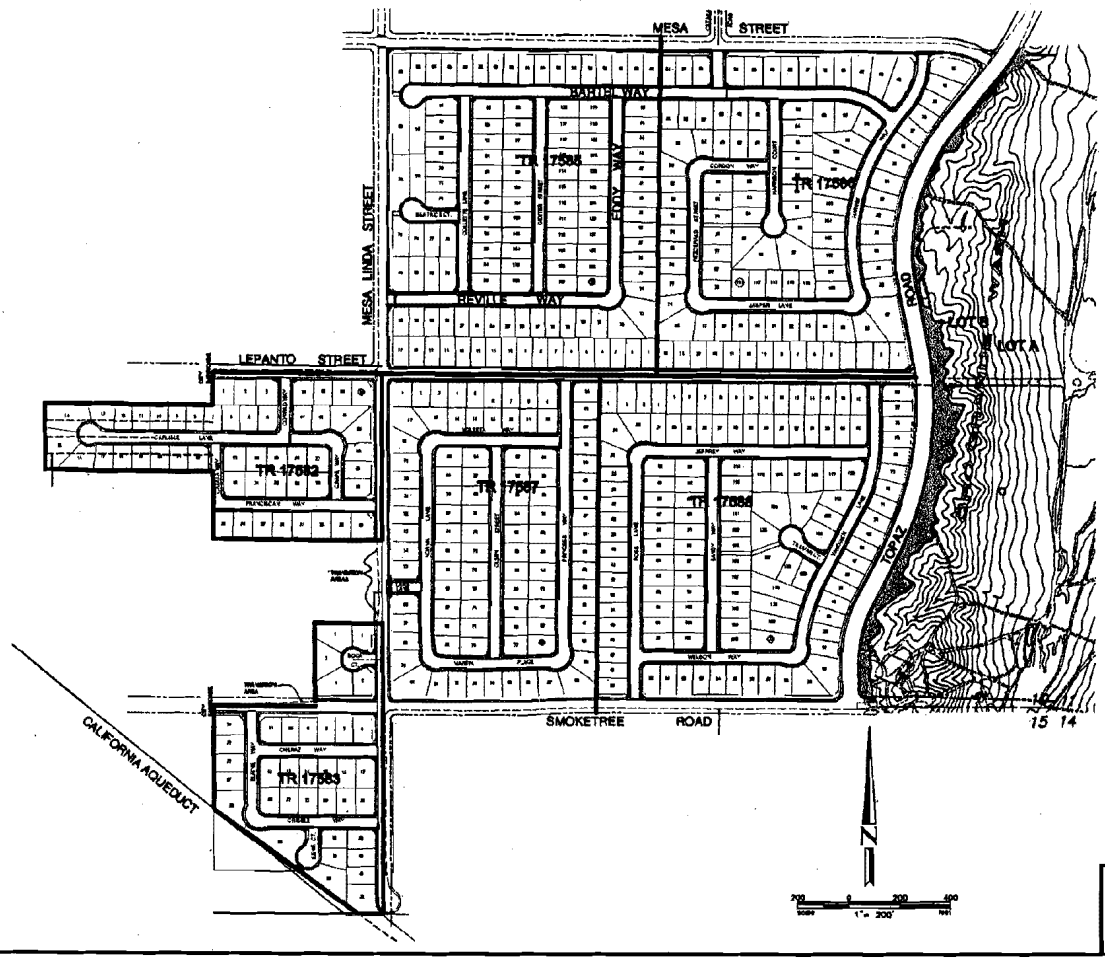
8130 Baseline Place, Ste. 100 · Rancho Cucamonga, CA 91730 · (909) 484-9100

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,966 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
TR 17585	22,447 SF	2244.7 LF
TR 17586	17,071 SF	1707.1 LF
TR 17587	21,121 SF	2112.1 LF
TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17584

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please See attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 (Date) before me, Rosemarie Dyvig, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Bruce V. Cook (Name(s) of Signer(s)),

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "ONE"

PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF THE FOLLOWING:

PARCEL 1: (APN 3071-721-01)

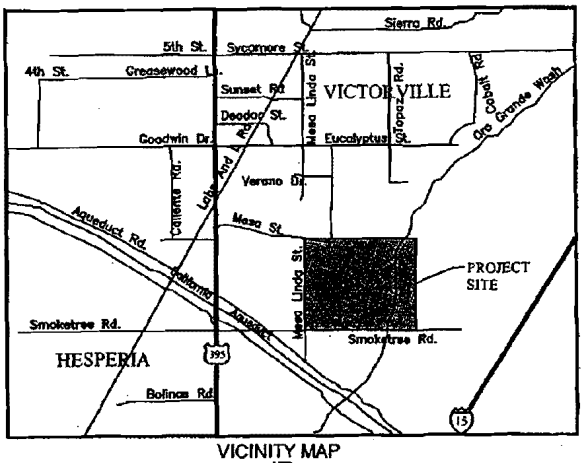
THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (APN 3071-711-01)

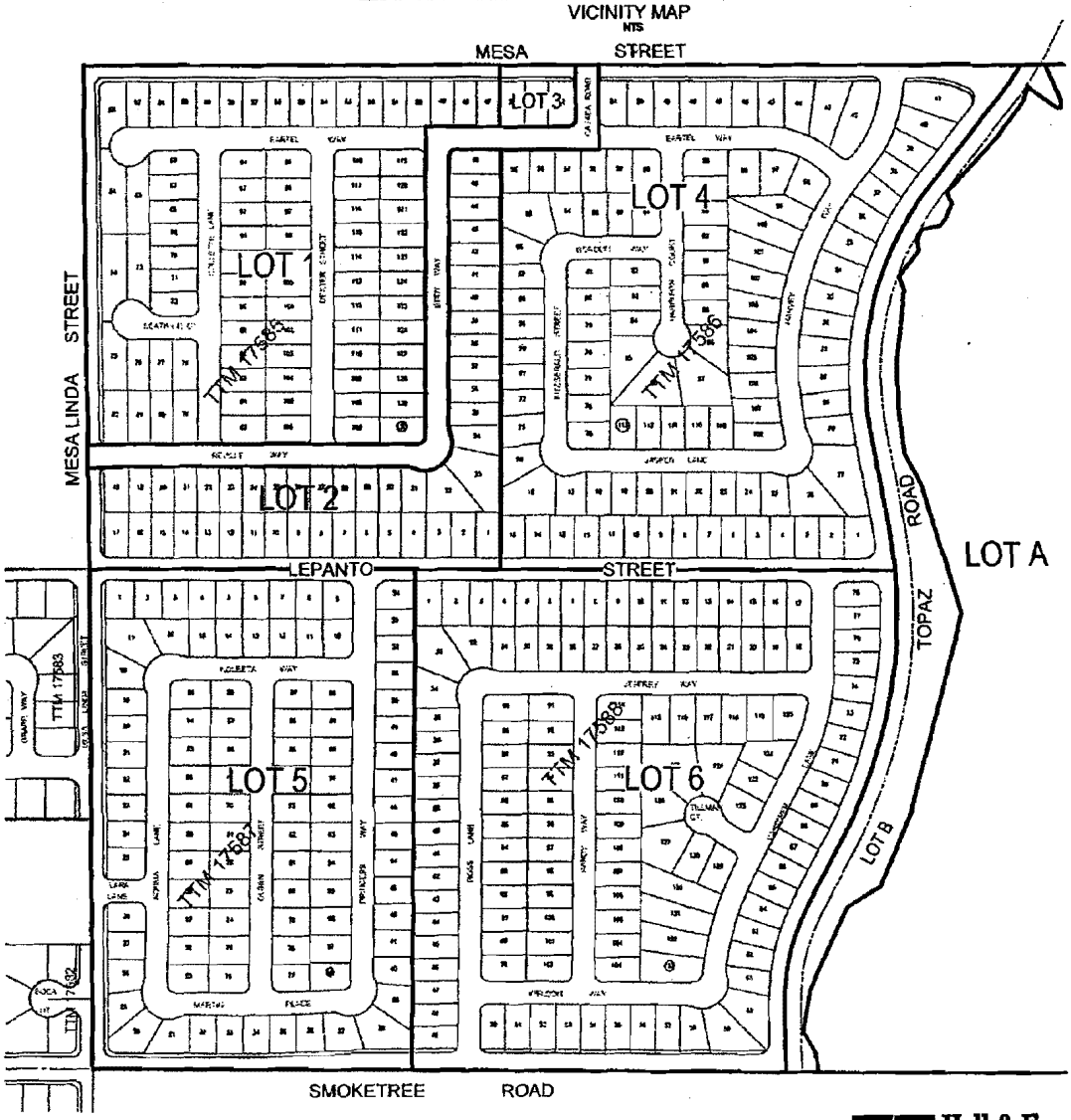
THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

THIS IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

TENTATIVE TRACT 17584



VICINITY MAP
NTS

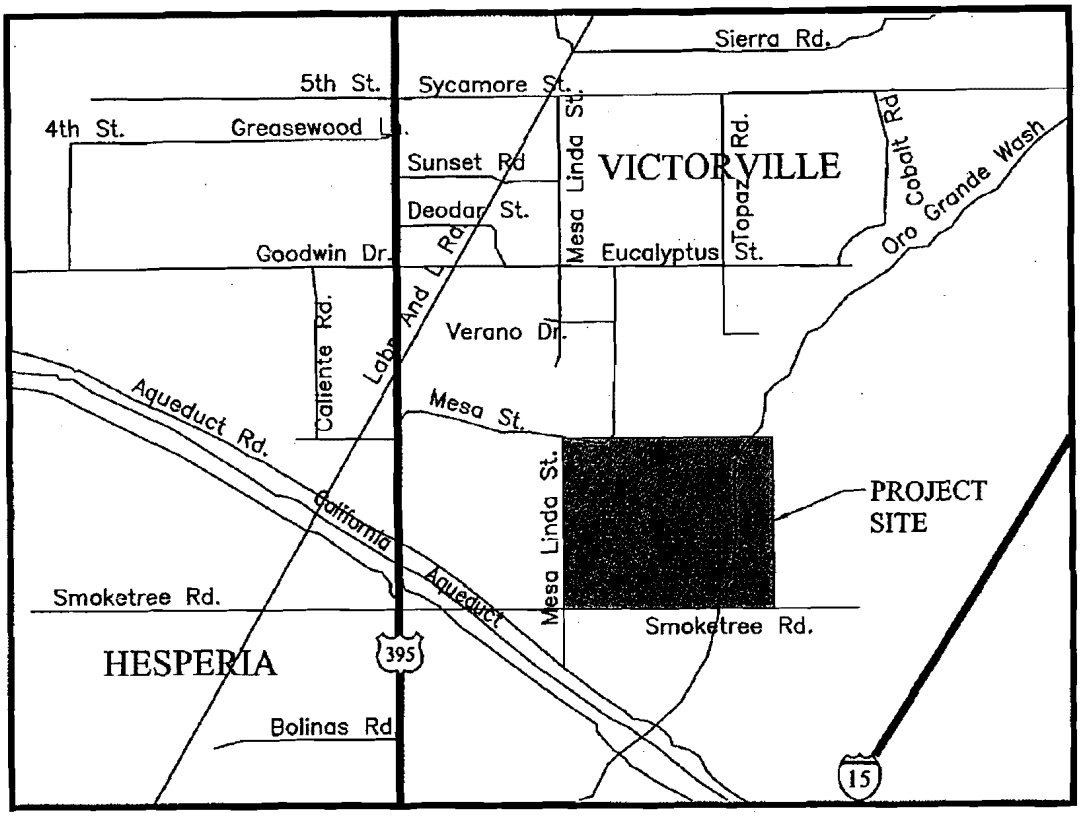


APPROXIMATE GROSS AREA = 160 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9130 Archibald Place, Ste. 100 · Rancho Cucamonga, CA 91730 · (909) 484-8200

TENTATIVE TRACT 17584



VICINITY MAP
NTS

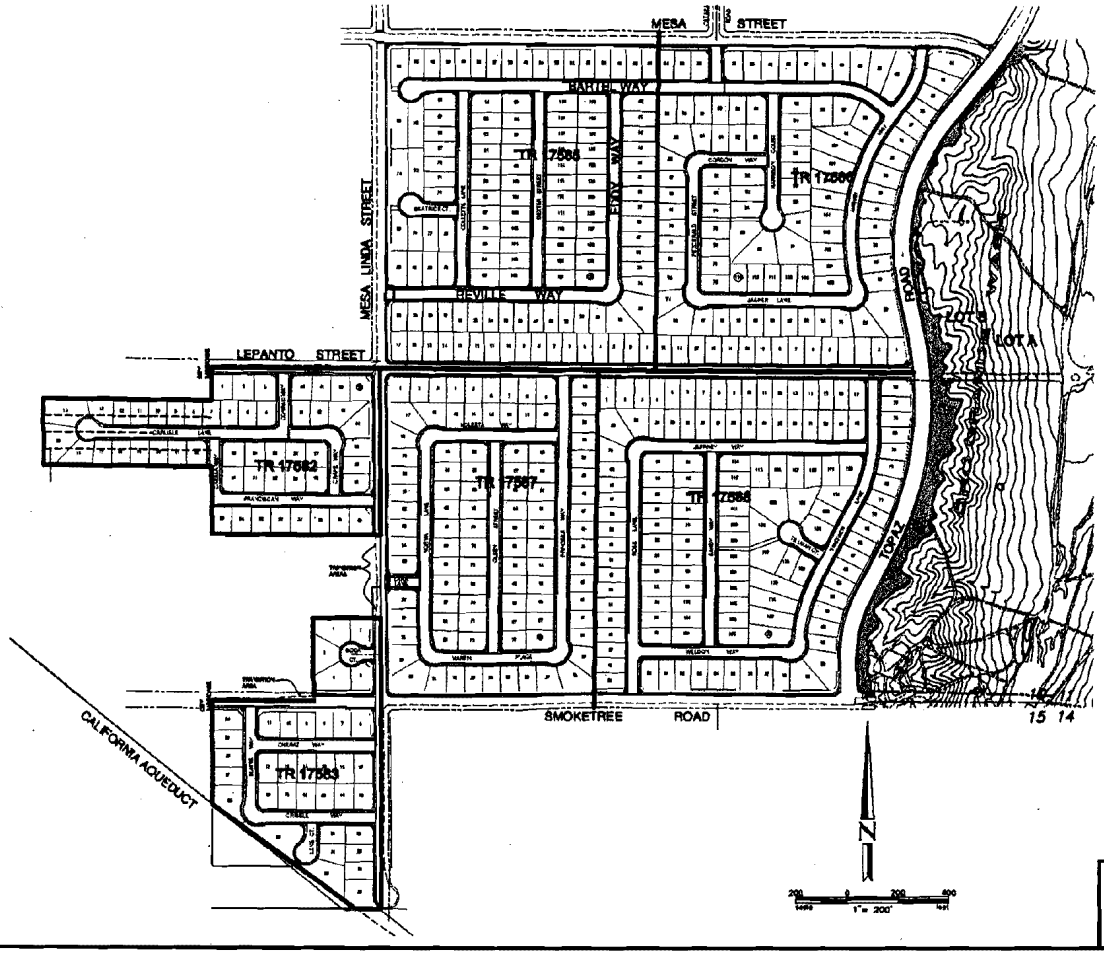
VICTORVILLE PROPERTIES / LB/L SUNCAL II

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9130 Archibald Place, Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-8880

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,968 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
TR 17585	22,447 SF	2244.7 LF
TR 17586	17,071 SF	1707.1 LF
TR 17587	21,121 SF	2112.1 LF
TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17585

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please see attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 before me, Rosemarie Dyvig, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce V. Cook
Name(s) of Signer(s)

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "ONE"

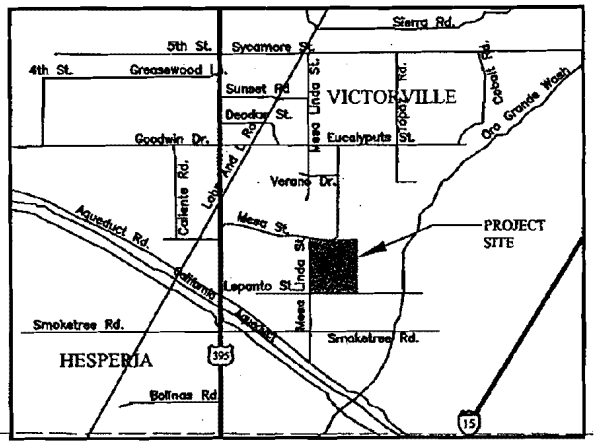
PROPOSED TRACT MAP 17585, BEING A SUBDIVISION OF LOTS 1 AND 2 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

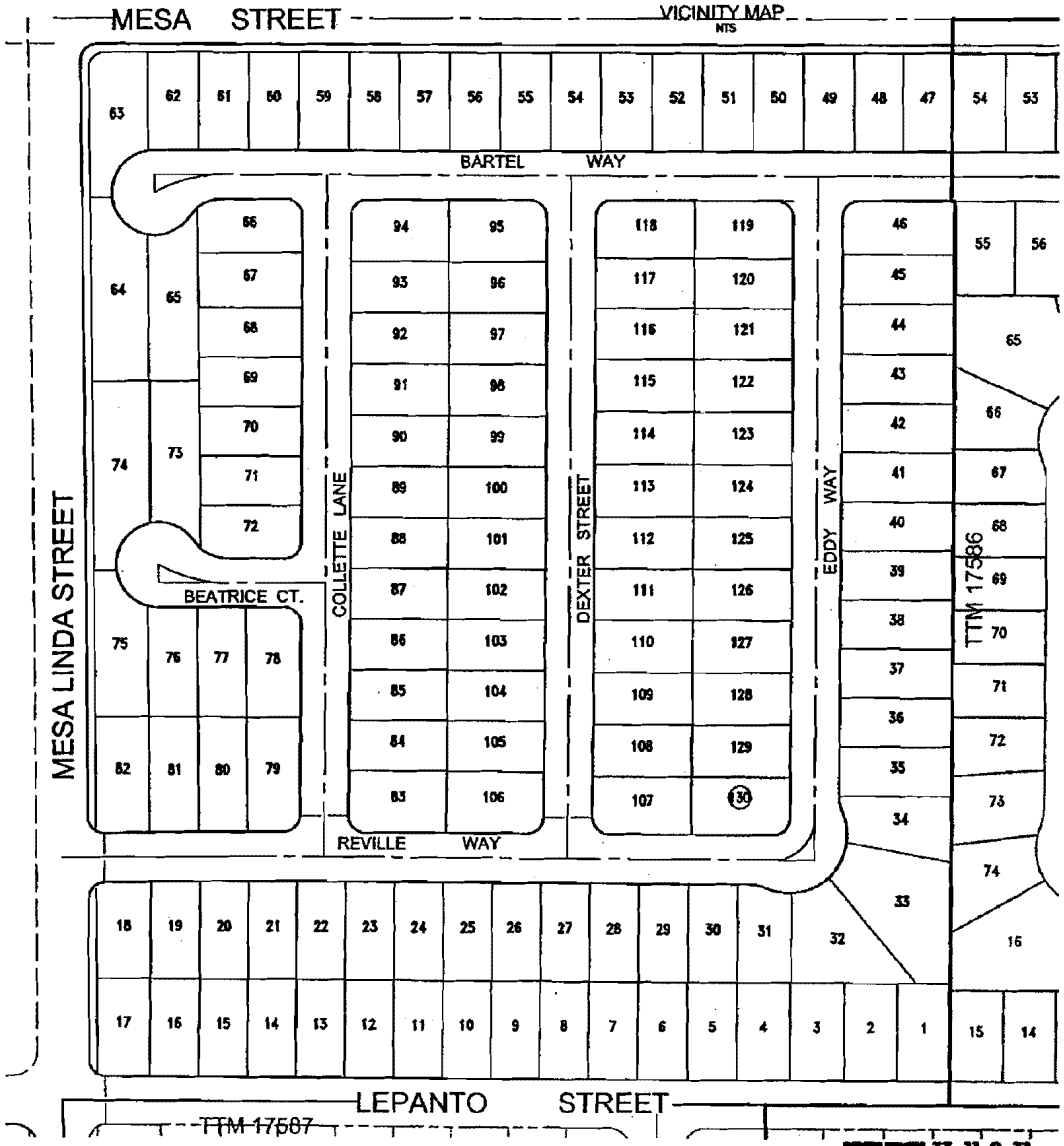
THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-711-01

TENTATIVE TRACT 17585



VICINITY MAP
NTS

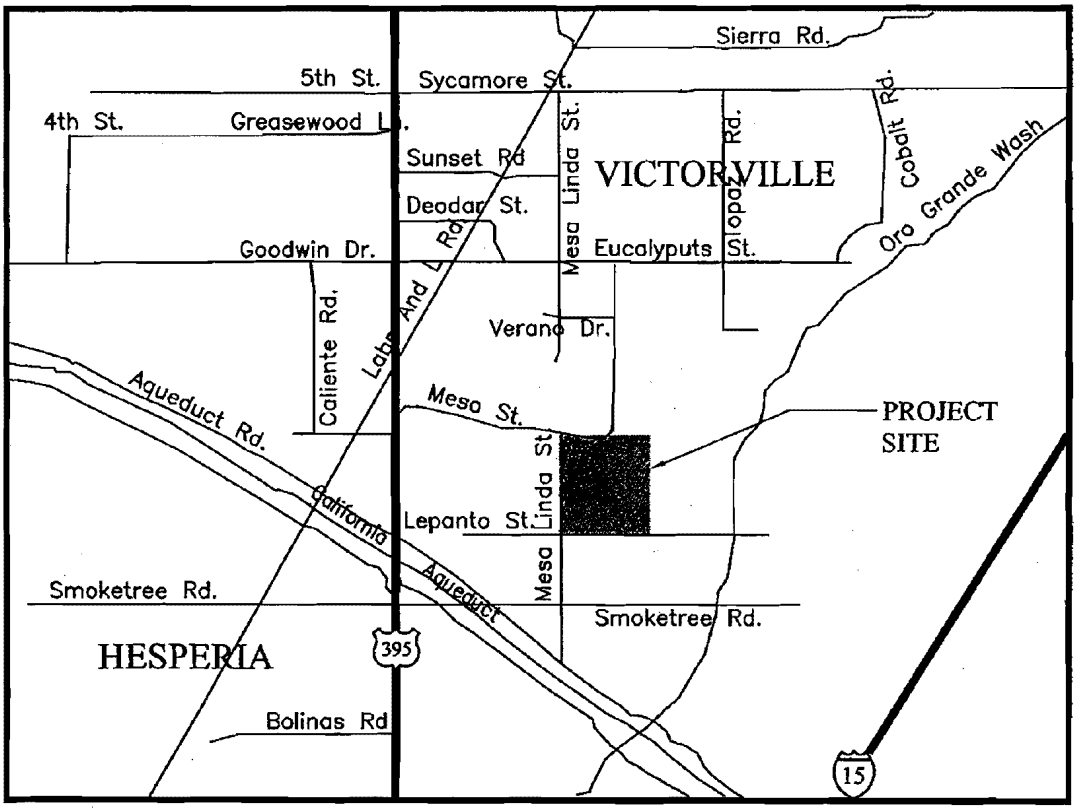


APPROXIMATE GROSS AREA = 21 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9320 Archibald Place, Ste. 100 · Rancho Cucamonga, CA 91730 · (909) 484-9000

TENTATIVE TRACT 17585



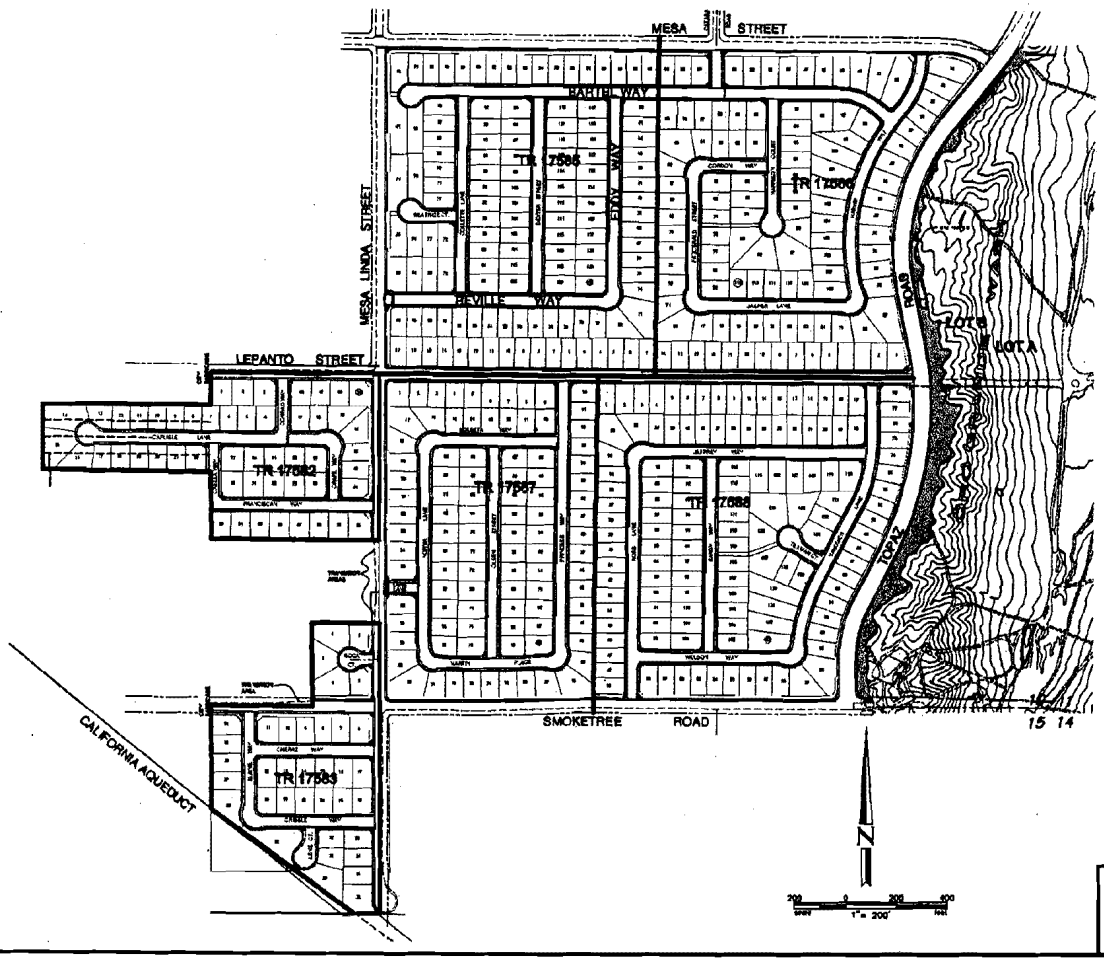
VICINITY MAP
NTS

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
9130 Jordan Place, Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-0000

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,966 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
TR 17585	22,447 SF	2244.7 LF
TR 17586	17,071 SF	1707.1 LF
TR 17587	21,121 SF	2112.1 LF
TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17586

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please see attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 (Date) before me, Rosemarie Dyvig, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Bruce V. Cook (Name(s) of Signer(s)),

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
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EXHIBIT "ONE"

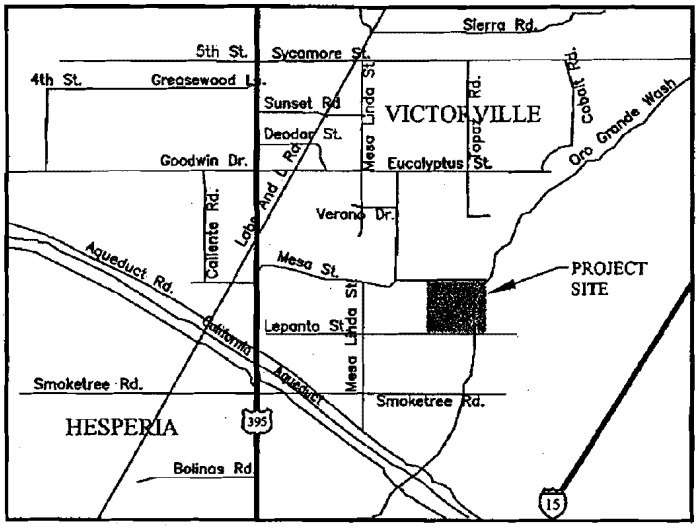
PROPOSED TRACT MAP 17586, BEING A SUBDIVISION OF LOTS 3 AND 4 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-711-01

TENTATIVE TRACT 17586



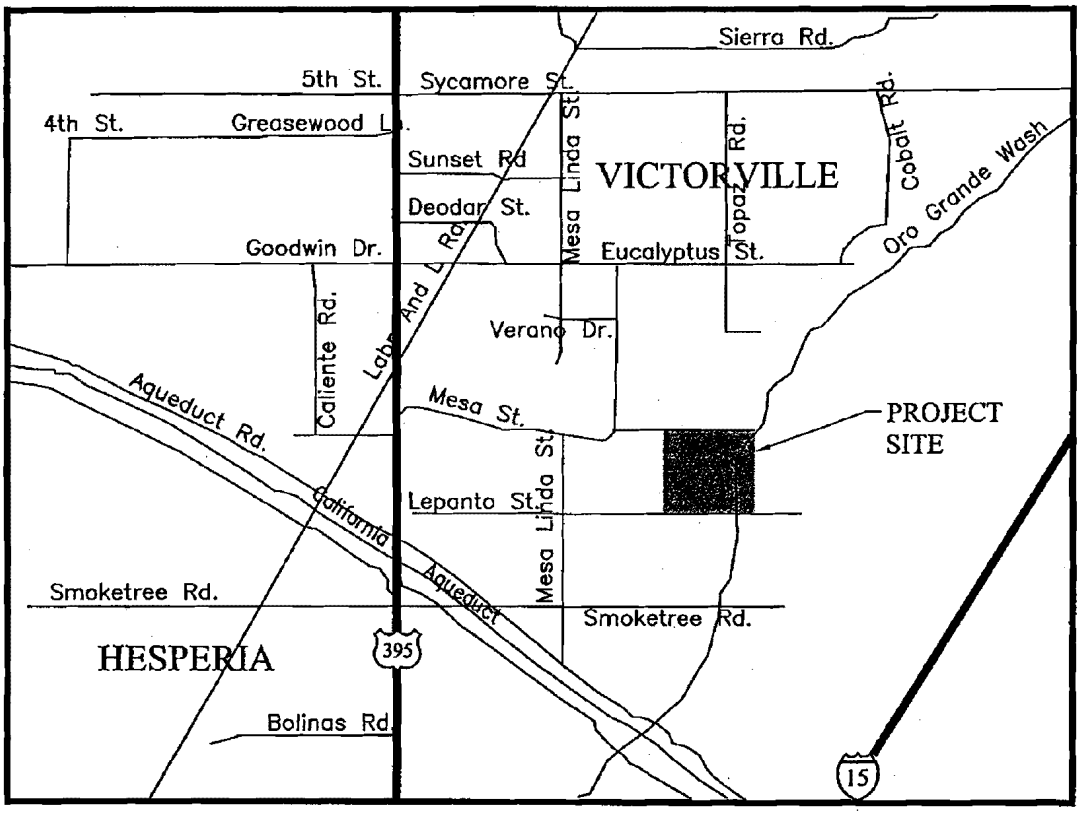
VICINITY MAP
NTS

APPROXIMATE GROSS AREA = 31 AC.

SCC ACQUISITIONS, INC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

TENTATIVE TRACT 17586



VICINITY MAP
NTS

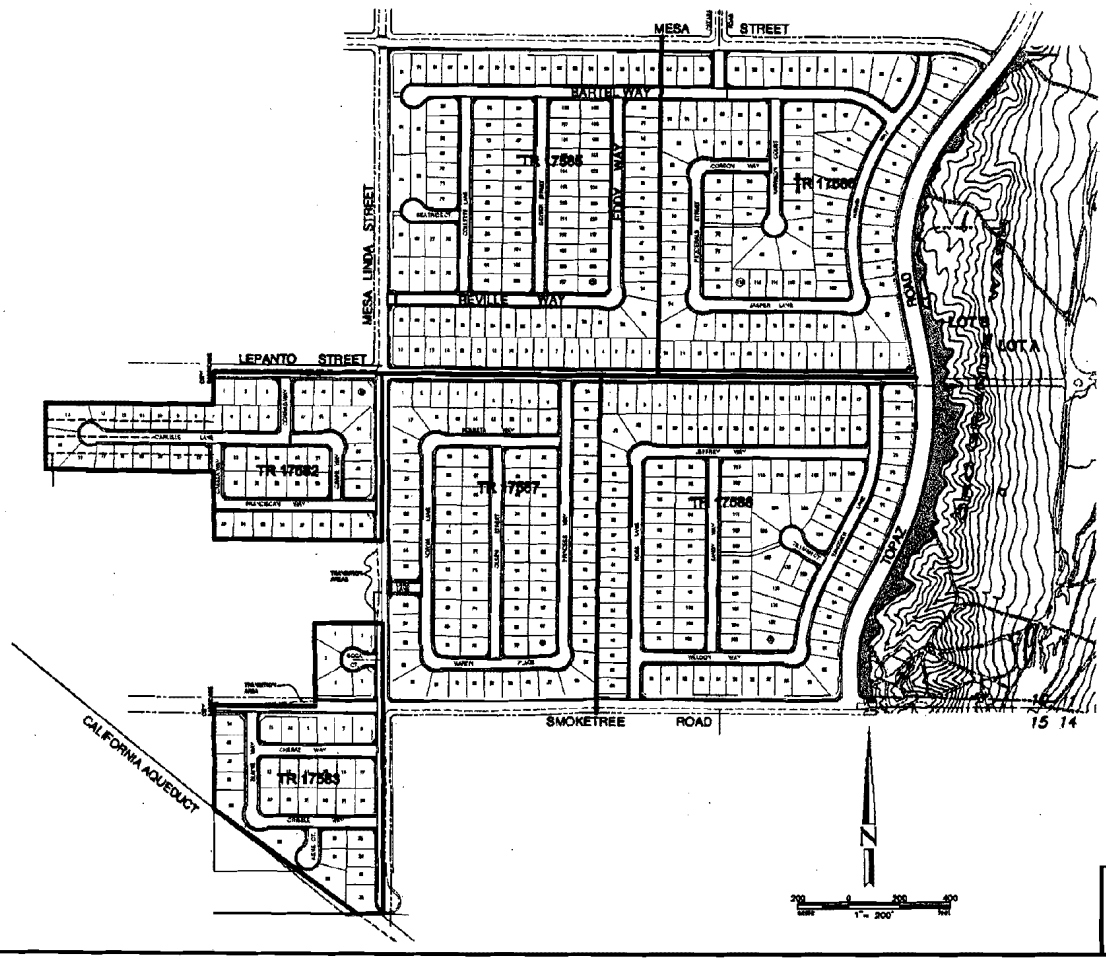
VICTORVILLE PROPERTIES / LB/L SUNCAL II

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
8539 Archibald Ave., Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-8080

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,966 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
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TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17587

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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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 Maintenance Assessment District No. 2 (hereinafter referred to as the "District") pursuant to the "Landscaping and Lighting Act of 1972", as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: "Please see attached"

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 before me, Rosemarie Dyvig, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce V. Cook
Name(s) of Signer(s)

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHIBIT "ONE"

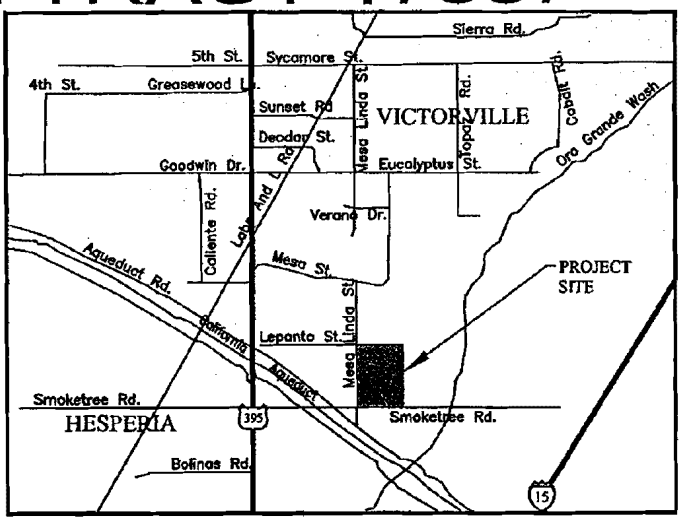
PROPOSED TRACT MAP 17587, BEING A SUBDIVISION OF LOT 5 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF.

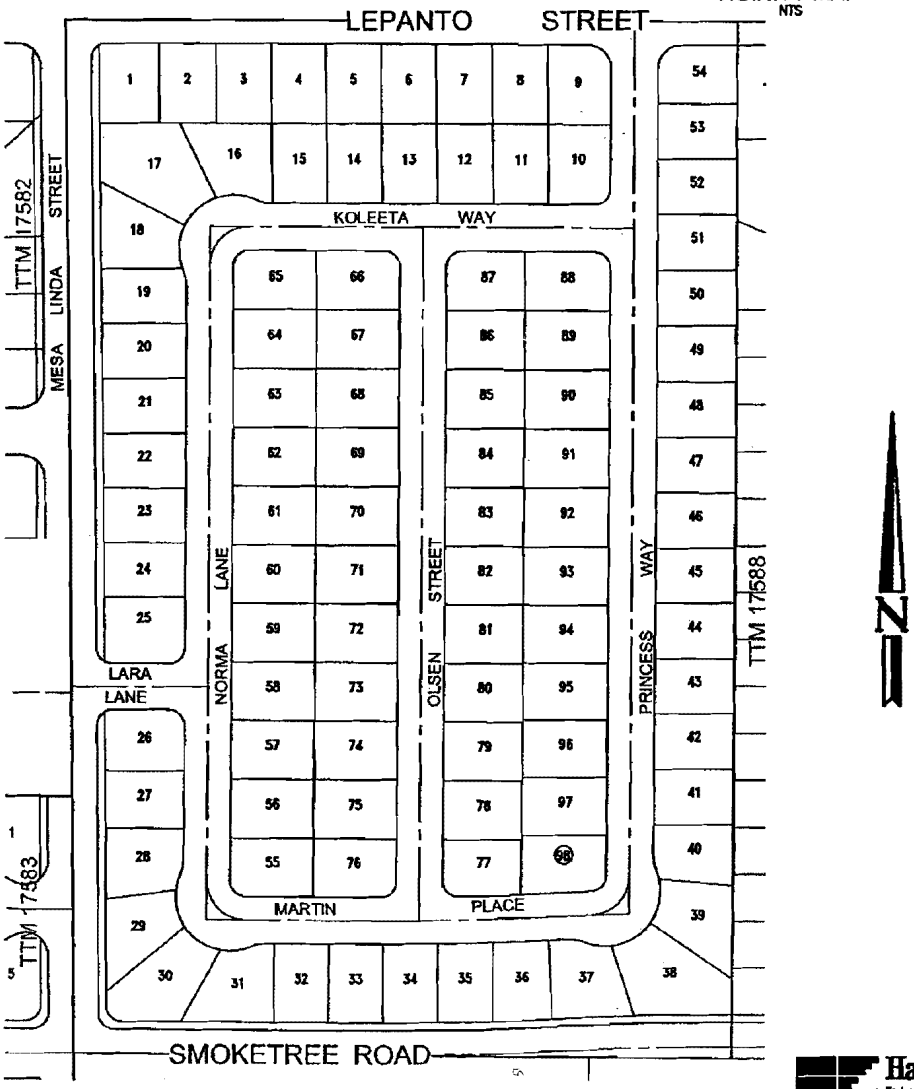
THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-721-01

TENTATIVE TRACT 17587



VICINITY MAP
NTS

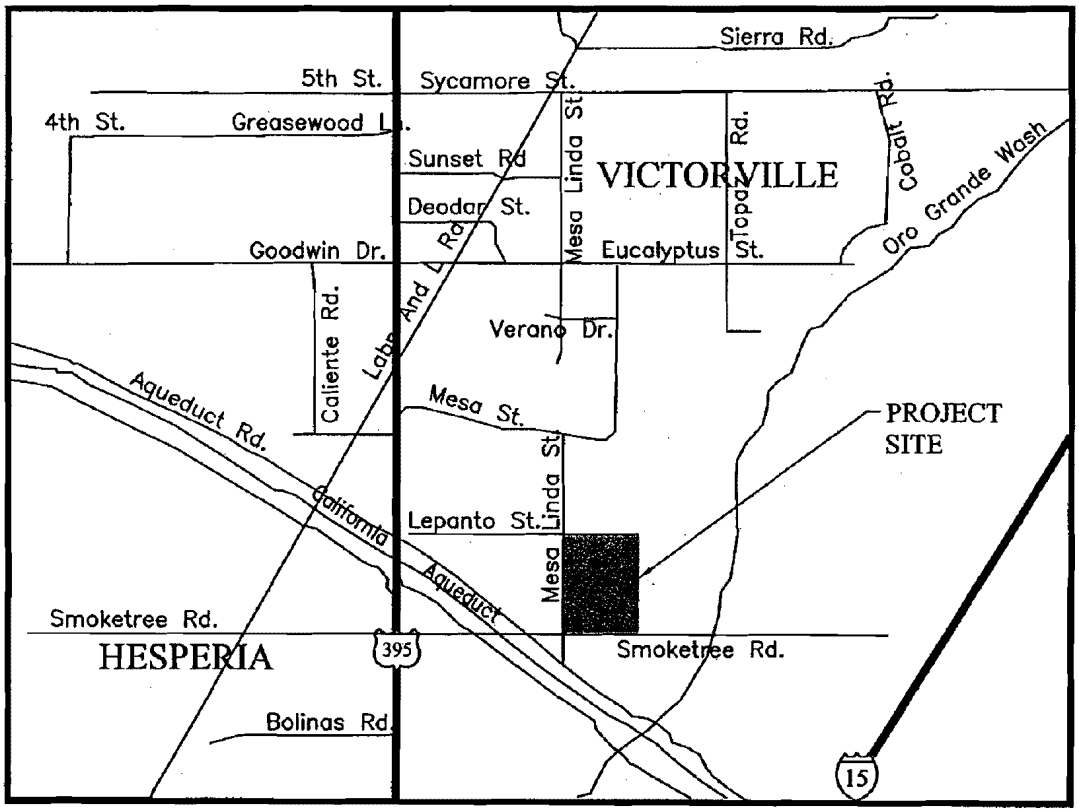


SCC ACQUISITIONS, INC.

APPROXIMATE GROSS AREA = 26 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

TENTATIVE TRACT 17587



VICINITY MAP
NTS

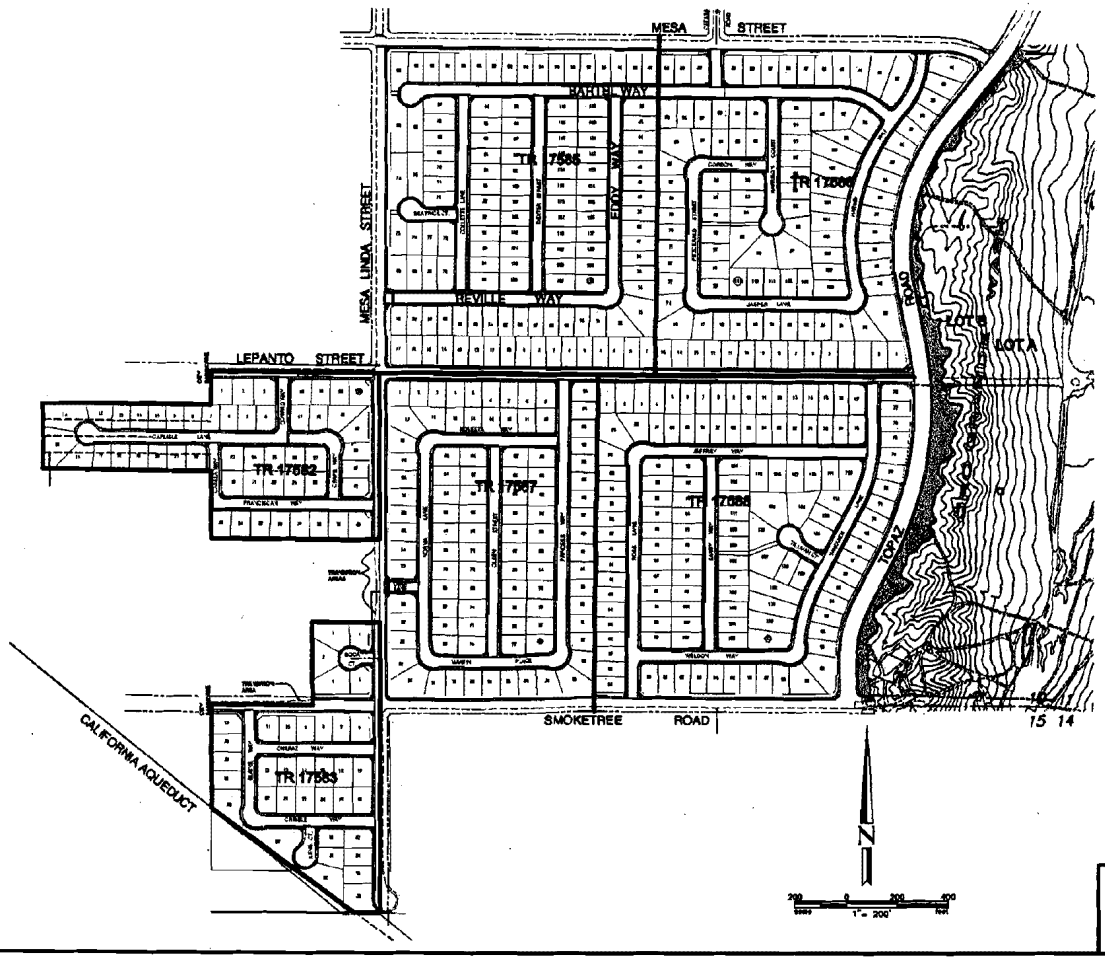
VICTORVILLE PROPERTIES / LB/L SUNCAL II

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
TR 17582	5,966 SF	596.6 LF
TR 17583	10,237 SF	1023.7 LF
TR 17585	22,447 SF	2244.7 LF
TR 17586	17,071 SF	1707.1 LF
TR 17587	21,121 SF	2112.1 LF
TR 17588	15,128 SF	1512.8 LF
TOTAL	91,970 SF	9197. LF

	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

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 **MAINTENANCE ASSESSMENT DISTRICT NO. 2**, 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

A. **WHEREAS**, the petitioner, Golden Triangle, LLC located at 2392 Morse Ave., Irvine, CA 92614 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. 17588

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 Vista Del Valle (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Golden Triangle, LLC

By: Please see attached "

SunCal Golden Triangle, LLC,
a Delaware limited liability company

By: _____

Its: Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On September 6, 2006 before me, Rosemarie Dyvig, Notary Public,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Bruce V. Cook
Name(s) of Signer(s)

,

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

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.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT "ONE"

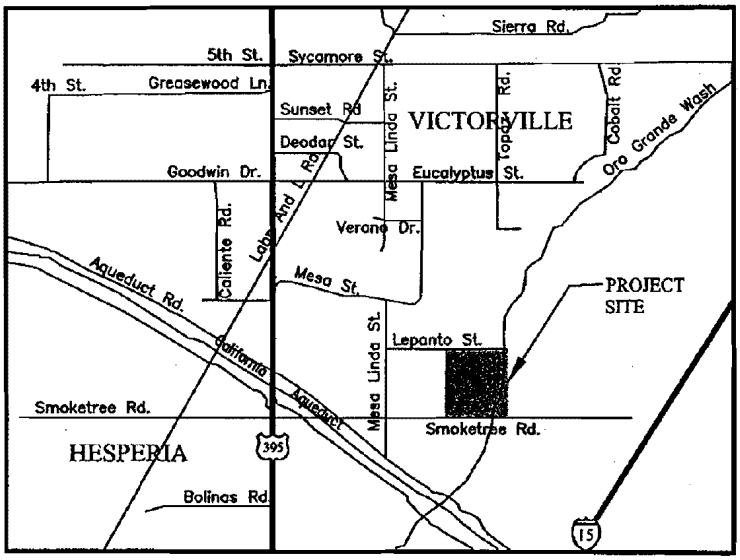
PROPOSED TRACT MAP 17588, BEING A SUBDIVISION OF LOT 6 OF PROPOSED TRACT MAP 17584, BEING A SUBDIVISION OF A PORTION OF THE FOLLOWING:

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THIS REPORT IS PREPARATORY TO THE ISSUANCE OF A SUBDIVISION GUARANTEE AND IT IS INTENDED SOLELY FOR THE USE OF THOSE PARTIES DIRECTLY INVOLVED IN THE PREPARATION AND CHECKING OF SAID MAP, AND IS SUBJECT TO CHANGE AT ANY TIME.

APN 3071-721-01

TENTATIVE TRACT 17588



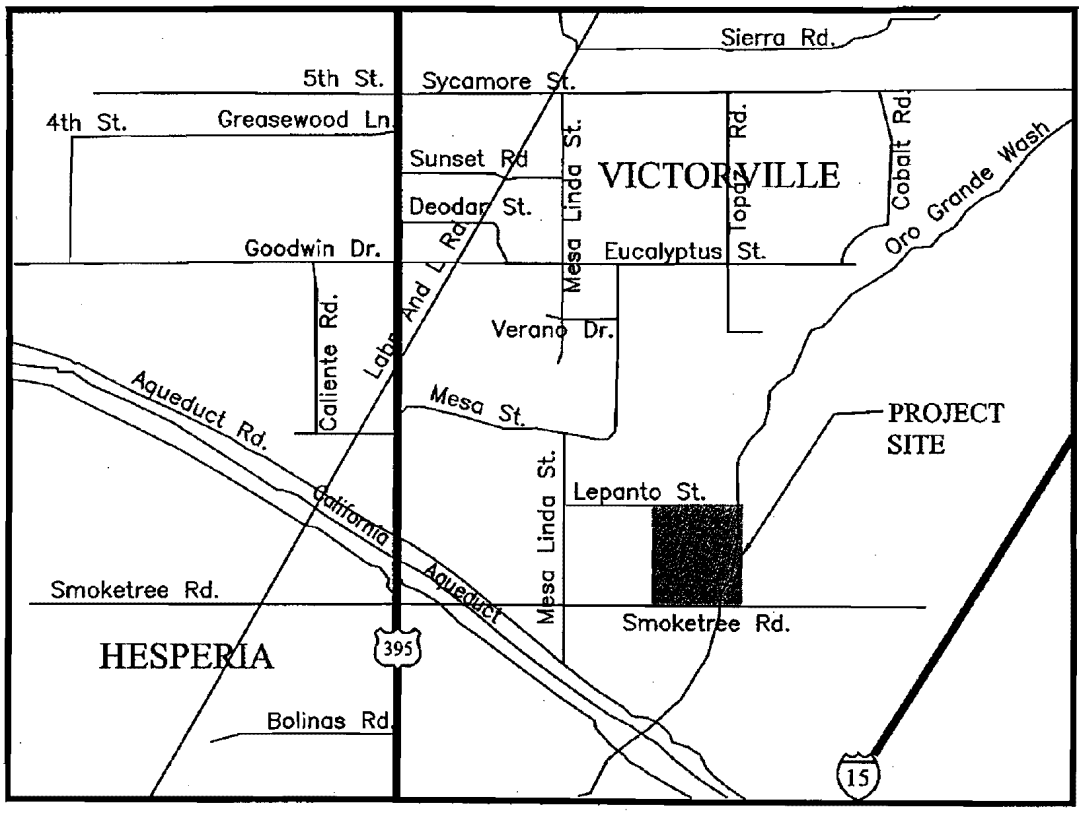
VICINITY MAP
NTS

SCC ACQUISITIONS, INC.

APPROXIMATE GROSS AREA = 34 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
8130 Archibald Ave., Ste. 109 · Rancho Cucamonga, CA 91730 · (909) 484-8080

TENTATIVE TRACT 17588



VICINITY MAP
NTS

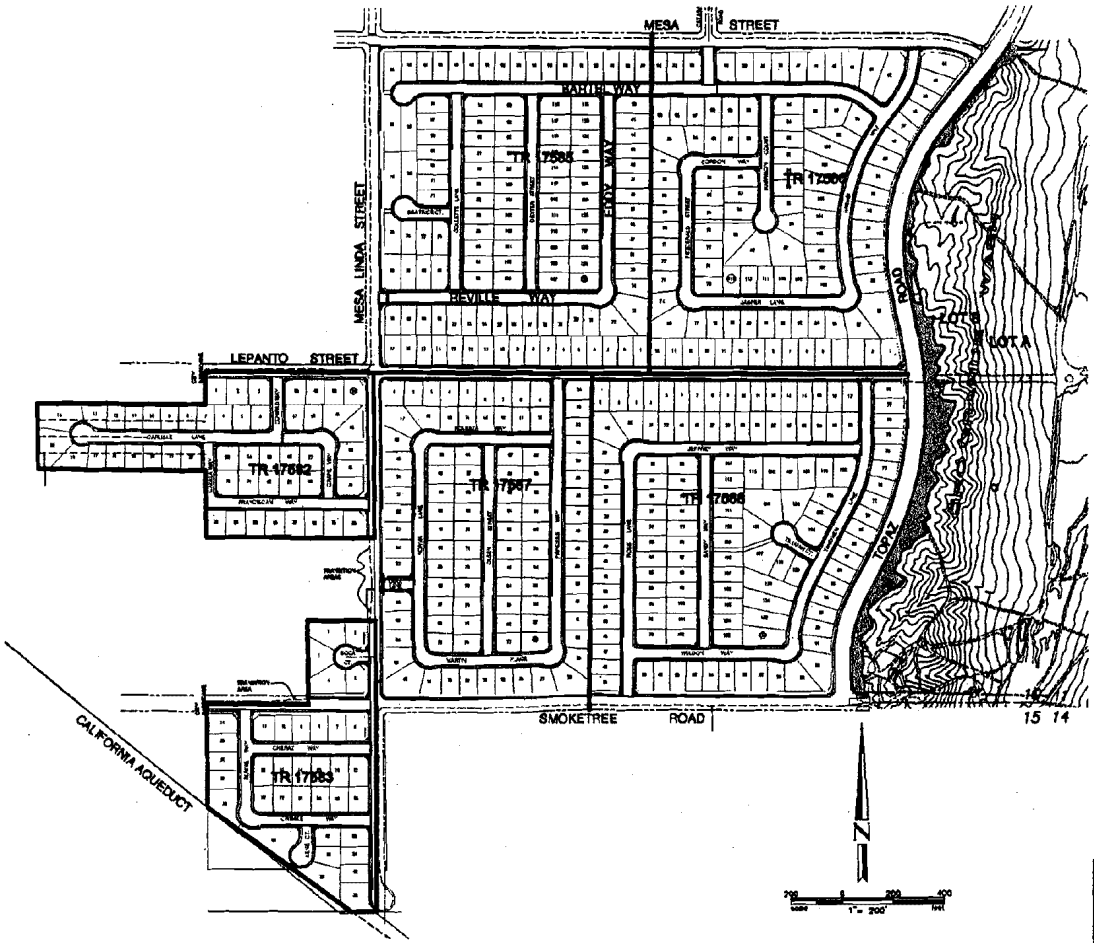
VICTORVILLE PROPERTIES / LB/L SUNCAL II

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture
8130 Archibald Place, Ste. 120 · Rancho Cucamonga, CA 91730 · (909) 484-9000

VISTA DEL VALLE

LMAD EXHIBIT

VESTING TENTATIVE TRACT MAP Nos. 17582, 17583 and 17584 (Tracts 17585, 17586, 17587, 17588)



	STREET AND MEDIAN LANDSCAPE AREA	
TRACK	AREA	LF
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	LINEAR PARK LANDSCAPE AREA
PARK	AREA
TR 17584	90,725 SF

NOTE: THIS PLAN IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR THE CONSTRUCTION OF THE ITEMS SHOWN HEREON.

Hall & Foreman, Inc.

CITY OF VICTORVILLE, CALIFORNIA

VISTA del VALLE
LMAD EXHIBIT

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: Resolution Number 06-170 approving the Engineer's Report and Resolution Number 06-171 ordering the annexation of Tracts 16438 and 17426 into the Landscape Maintenance Assessment District No. 6 that incorporates the areas along the arterial roads required per each tract's conditions of approval.

RECOMMENDATION: It is recommended that Resolution Numbers 06-170 and 06-171 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 _____

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.

Heller Development and Skyland Investments, Inc., the respective developers and owners of the subject properties, filed formal Petitions to initiate the annexation process of the above referenced tracts 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 06-170 and 06-171 be approved at this time.

JEG:RS/bw

Attachments: Resolution 06-170 / Engineer's Report
Resolution 06-171 / Ordering Annexation
Petitions

Public Hearing
#6A,B
11-21-06

RESOLUTION NO. 06-170

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

WHEREAS, the Developer submitted formal Petitions proposing the formation of Landscape Maintenance Assessment District No. 6, an assessment district proposed to be formed under the Landscaping and Lighting Act of 1972 (the "Act") in order to create a revenue source to fund the ongoing maintenance of the landscape and irrigation required by the City to be installed by the Developer as a condition of approval of Tract Numbers 16438 and 17426; and

WHEREAS, the Petitions 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 Reports hereby accepted and approved containing a full and detailed description of the improvements, the boundaries of the District and any zones therein, the proposed assessments upon assessable lots and parcels of land within the District and meeting all other criteria of the Act applicable to the Engineer's Reports.

Section 2 **CITY CLERK**

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

ENGINEER'S REPORT
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 6

PURPOSE

The purpose of this report is to set forth the findings and the engineering analysis for the City of Victorville, Victorville Parks and Recreation District Street Lighting and Landscape Maintenance Assessment District for the subject year, in compliance with the requirements of Article 4, Chapter 1, of the Landscape and Lighting Act of 1972 (hereinafter called "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code1972 (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 XIIID of the California State Constitution (Proposition 218) will be followed with respect to the formation of the District. Once approved, the assessment shall be levied upon each parcel within the boundaries of the District and the assessment shall be proportionate to the improvement maintenance. A maximum assessment rate per Equivalent Dwelling Unit (EDU) will be established based on the estimated operations and maintenance costs for each year. The maximum rates imposed under the Landscape Maintenance Assessment District shall be adjusted from the yearly rate imposed by a change in the Construction Price Index Escalator.

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

REPORT

A. PLANS AND SPECIFICATIONS

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

B. ASSESSMENT ROLE

1. Number of parcels to be assessed: **180**
   a. Tract 16438 @ 142 $17,671.90
   b. Tract 17426 @ 38 $4,729.10
1. Amount each parcel is to be assessed: **$124.45**
2. **TOTAL ASSESSMENT $22,401**
3. 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

11/1/06
Date

EXHIBIT "B"

LEGAL DESCRIPTION AND PARCEL NUMBERS

Parcels 11 and 12 of Parcel Map 3469, in the City of Victorville, County if San Bernardino, State of California, as per map recorded in Book 36, pages 48 through 50, inclusive, of Parcel Maps, in the office of the County Recorder of said County.

APN 0394-161-11 + 12

EXHIBIT "C"

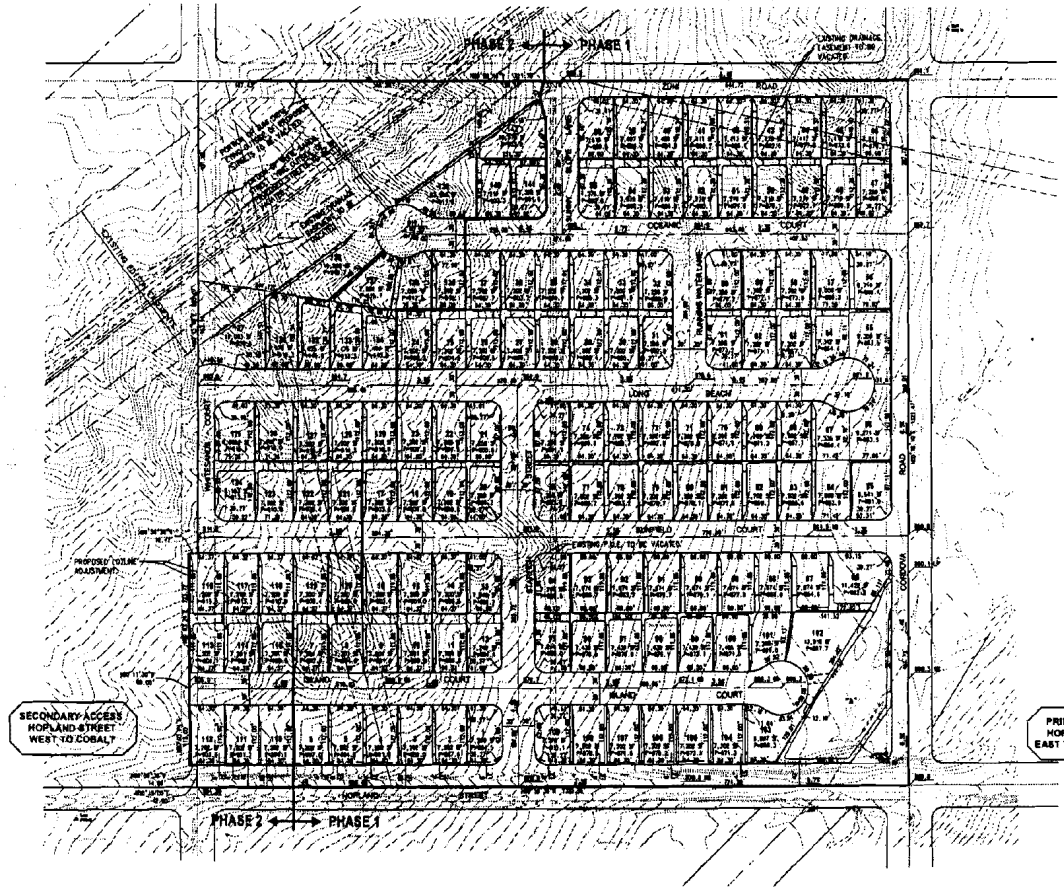
TRACT MAP

IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO

TENTATIVE TRACT NO. 16438

BEING A PROPOSED SUBDIVISION OF PARCELS 11 & 12 OF PARCEL MAP NO. 3469 AS RECORDED IN PARCEL MAP BOOK 36, PAGES 48-50, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

MAY, 2003 MODIFIED AUGUST 2006



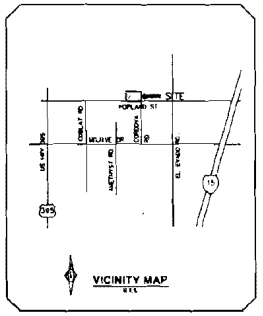
TRACT TO BE CONSTRUCTED IN 2 PHASES

TENTATIVE MAP LEGEND

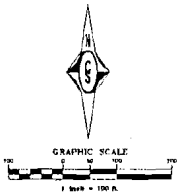
BOUNDARY LINE	SHELF FLOW LINE
LOT LINE	PROPOSED PROPERTY WALL
RIGHT OF WAY	EXISTING PROPERTY WALL
CENTERLINE	PROPOSED RETAINING WALL
EXISTING IMPROVEMENT	EXISTING EDGE OF PAVEMENT
EASEMENT	EXISTING CONTOURS
GRADE BREAK	PROPOSED LOT GRADES

TENTATIVE MAP ABBREVIATIONS

BC	BEGINNING OF CURVE	FL	FLOWLINE	N.T.S.	NOT TO SCALE
EC	END OF CURVE	GB	GRADE BREAK	P=	PAD ELEVATION
ELEV	ELEVATION	HP	HIGH POINT	R=	RADIUS COURSE
EX	EXISTING	L=	ARC LENGTH COURSE	R/W OR ROW	RIGHT OF WAY
FG	FINISH GRADE	LP	LOW POINT	S.F.	SQUARE FOOTAGE
FS	FINISH SURFACE	NG	NATURAL GROUND	LC	LANDSCAPE EASEMENT

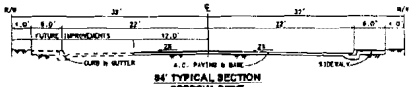


VICINITY MAP

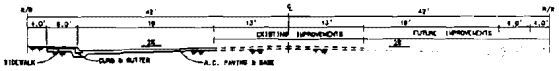


MAP NORTH AND SCALE

68' TYPICAL SECTION
INTERIOR STREETS



84' TYPICAL SECTION
CORDOVA DRIVE



84' TYPICAL SECTION
HOPLAND STREET

OWNER
KELLER ROAD GROUP LP.
15000 7TH STREET
VICTORVILLE, CA 92392
760-843-3211

DEVELOPER
KELLER DEVELOPMENT CO.
15000 7TH STREET
VICTORVILLE, CA 92392
760-843-3211

ASSESSOR'S PARCEL NO'S
3064-01-011
3064-01-012

ZONING AND LAND USE
PROPOSED — R1-7 — PRIVATE
PROPOSED — R1-7 — C.F.D.

GENERAL PLAN DESIGNATION
RESIDENTIAL (SINGLE FAMILY RESIDENCE, PARCEL SIZE) 4 DU/AC

AREAS
TOTAL ACREAGE — 40.12 AC. (GROSS)
TOTAL ACREAGE (LOT) — 34.0 AC.
UNITS PER ACRE — 3.32 U.P.A. (GROSS)
MINIMUM LOT SIZE — 7200 S.F.
AVERAGE LOT SIZE — 10,000 S.F.

PROJECT DATA
THIS PROJECT CONTAINS 3000 L.F. OF NEW STREETS.
UNLESS OTHERWISE INDICATED THE BOUNDARIES LAID OUT IS "ROUND".
CURRENT GRADING CONDITIONS, FIELD TIED.
EARTHWORK WILL BE BALANCED ON SITE.
ESTIMATED EARTHWORK QUANTITY IS 200 C.Y.
IMPROVEMENTS ARE FOR TYPICAL SUBDIVISION AND ARE TO BE BUILT ACCORDING TO THE CITY OF VICTORVILLE STANDARDS.
BUILDING SETBACKS
20' - FRONT
20' - REAR
10' - SIDEYARD (ONE YARD)
5' - SIDE YARD
BOUNDARY WAS ESTABLISHED BY RECORD DATA.

UTILITIES
ELECTRIC: SOUTHERN CALIFORNIA EDISON, 12405 HOPERIDGE ROAD, VICTORVILLE, CA 92392, 800-655-4555
GAS: SOUTHWEST GAS CORP., 14171 MARIPOSA RD., VICTORVILLE, CA 92392, (760) 246-5391
WATER: VICTOR VALLEY WATER DISTRICT, 17185 NAVA, VICTORVILLE, CA 92392, (760) 243-4091
SEWER: CITY OF VICTORVILLE, 14343 CHERRY STREET, VICTORVILLE, CA 92392, (760) 955-5020
TELEPHONE: VERIZON, 15455 LA PAZ DR., VICTORVILLE, CA 92392, (760) 243-4911

△	REVISIONS	BY	DATE
△	ADDED PHASE LINE, ADJUSTED LOT DESIGNATION IN PHASE 2		

DARRELL L. TENNEY
NO. 4002
Exp 6/30/2006
REGISTERED PROFESSIONAL ENGINEER
CALIFORNIA

The Cornerstone Group

engineering - planning - surveying
1485 SPRUCE STREET, SUITE H
RIVERSIDE, CA 92507
PHONE : 951.342.0035
FAX : 951.347.0268

DARRELL L. TENNEY
L.S. 4002 EXP. 6/30/08

SHEET 1 OF 1

TRACT MAP NO. 17426

IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP 3301, AS PER MAP RECORDED IN BOOK 30 OF PARCEL MAPS, PAGE 28 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE
LOCATED WITHIN THE NW1/4, SECTION 10, T.4N., R.5W., S.B.M.

JERRY RONNEBECK, ENGINEERING — JULY 2005

SCALE: 1"=50'

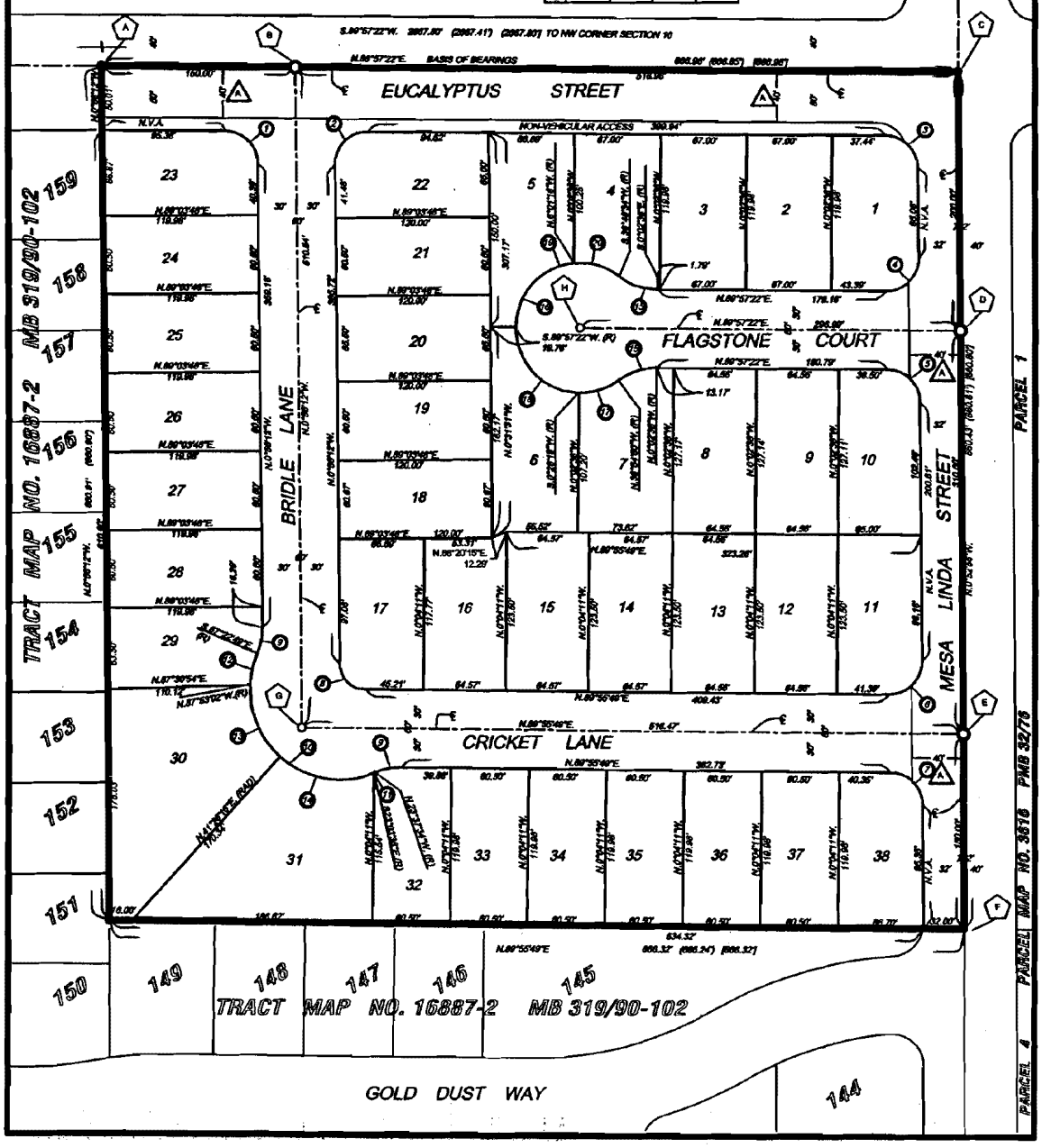
0 20 50 100 150 250 350

APN 3071-651-04 + 03

SEE SURVEYOR'S NOTES ON SHEET 2

CURVE DATA TABLE

#	DELTA	RADIUS	LENGTH	TANGENT
1	89°06'26"	25.00	38.86	24.61
2	90°53'34"	25.00	39.65	25.39
3	89°09'42"	30.00	46.68	29.56
4	90°50'18"	25.00	39.64	25.37
5	89°09'42"	25.00	38.90	24.64
6	90°48'45"	25.00	39.62	25.36
7	89°11'15"	25.00	38.92	24.65
8	89°07'59"	20.00	31.11	19.70
9	23°33'24"	50.00	20.56	10.43
10	136°14'46"	70.00	166.46	174.33
11	0°30'10"	70.00	0.61	0.31
12	29°30'00"	70.00	25.05	12.66
13	46°26'27"	70.00	59.22	31.51
14	64°11'56"	70.00	78.43	43.91
15	36°52'12"	50.00	32.18	16.67
16	253°44'24"	50.00	221.43	NA
17	37°26'51"	50.00	32.68	16.95
18	89°25'21"	50.00	78.04	49.50
19	84°01'25"	50.00	73.33	45.04
20	42°50'46"	50.00	37.39	19.52



RESOLUTION NO. 06-171

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 16438 AND 17426.

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 formal Petitions proposing the formation of the Landscape Maintenance Assessment District No. 6, an assessment district proposed to be formed under the Landscaping and Lighting Act of 1972 (the "Act") in order to create a revenue source to fund the ongoing maintenance of landscape and irrigation required by the City to be installed by the Developer as a condition of Tract Numbers 16438 and 17426; and

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

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

WHEREAS, there being no majority protest against the proposed assessment, the City Council is authorized to order the formation of Landscape Maintenance Assessment District No. 6 for the ongoing maintenance of the landscape and irrigation described in Resolution No. 06-171.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 **PROPOSED FORMATION OF DISTRICT**

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

Section 2 **IMPROVEMENTS**

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

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

Section 3 **DISTRICT BOUNDARIES**

(a) The District shall be designated as Landscape Maintenance Assessment District No. 6 and the proposed District shall have one (1) initial benefit zone, consisting of Tract Map Numbers 16438 and 17426 on file with the City.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Numbers 16438 and 17426 and shall be depicted on the Diagram of the Assessment District Boundaries, which is included as part of the Engineer's Reports for Landscape Maintenance Assessment District No. 6, copies of which shall be filed with and maintained by the City Clerk upon completion.

Section 4 **LEVY AND COLLECTION OF ASSESSMENTS**

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

Section 5 **CITY CLERK**

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

EXHIBIT "A"

PETITION

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

WITNESSETH

A. **WHEREAS**, the petitioner, Heller Development, 15000 7th St., Ste. 201, Victorville, CA 92395, 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. 16438

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 Summerlyn Meadows I Tr. 16438 (hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the

Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

   a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

   b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

   c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year..

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Heller Development
Terry Smith

By: _____
General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California } SS
COUNTY OF San Bernardino

On September 19, 2006 before me, Betty J. Giron, A Notary Public

personally appeared Terry Smith

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 _____

BETTY J. GIRON
Commission # 1439385
Notary Public - California
San Bernardino County
My Comm. Expires Sep 14, 2007

This area for official notarial seal.

OPTIONAL

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) other than named above _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

[ ] INDIVIDUAL
[ ] CORPORATE OFFICER(S) TITLE(S) _____
[ ] PARTNER(S)- [ ] LIMITED [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN OR CONSERVATOR
[ ] OTHER _____

Right Thumbprint of Signer
Top of thumb here

[ ] INDIVIDUAL
[ ] CORPORATE OFFICER(S) TITLE(S) _____
[ ] PARNER(S)- [ ] LIMITED [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN OR CONSERVATOR
[ ] OTHER _____

Right Tiumbprint of Signer
Top of thumb here

SIGNER IS REPRESENTING:

EXHIBIT "B"

LEGAL DESCRIPTION AND PARCEL NUMBERS

Parcels 11 and 12 of Parcel Map 3469, in the City of Victorville, County if San Bernardino, State of California, as per map recorded in Book 36, pages 48 through 50, inclusive, of Parcel Maps, in the office of the County Recorder of said County.

APN 0394-161-11 + 12

EXHIBIT "C"

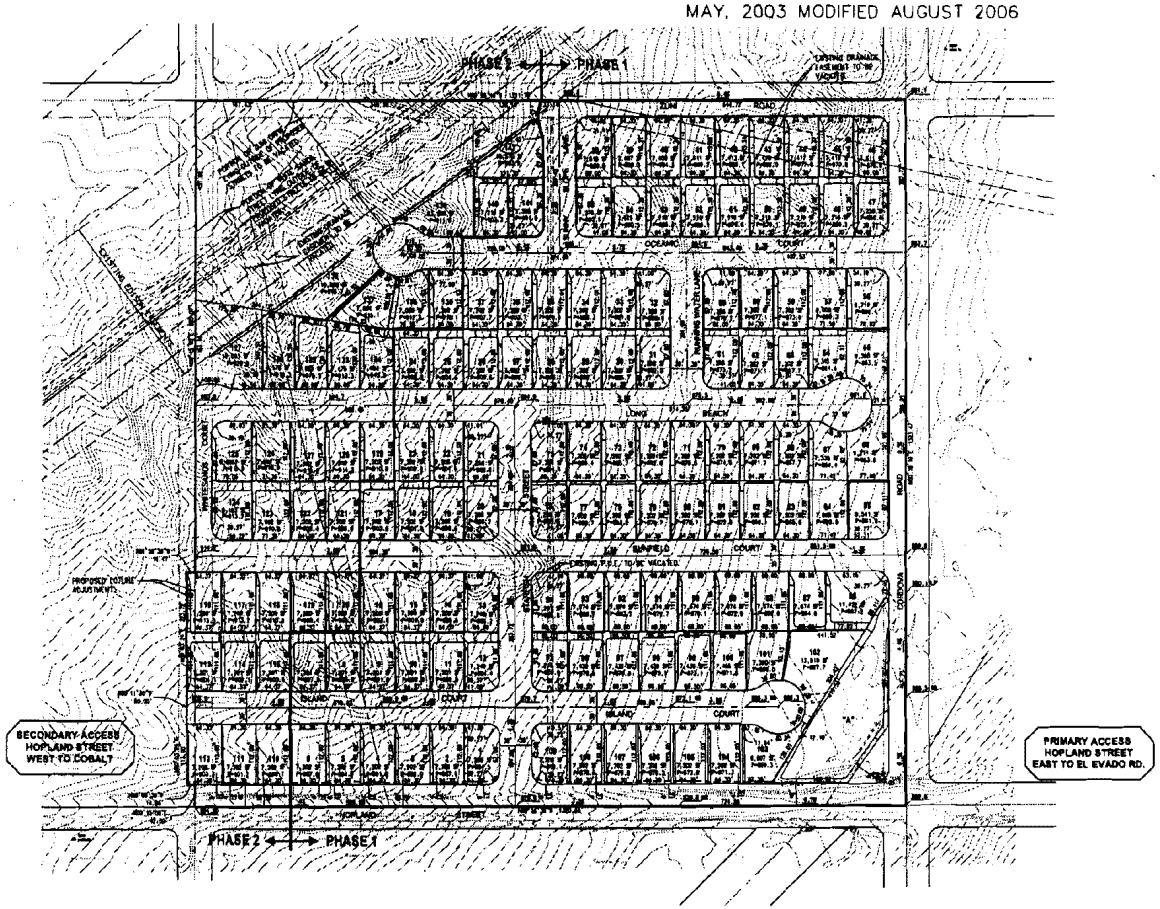
TRACT MAP

IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO

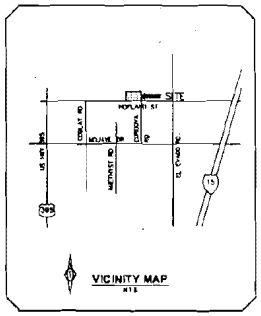
TENTATIVE TRACT NO. 16438

BEING A PROPOSED SUBDIVISION OF PARCELS 11 & 12 OF PARCEL MAP NO. 3469 AS RECORDED IN PARCEL MAP BOOK 36, PAGES 48-50, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

MAY, 2003 MODIFIED AUGUST 2006



TRACT TO BE CONSTRUCTED IN 2 PHASES

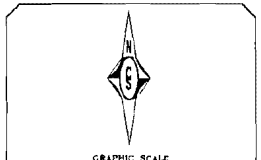


TENTATIVE MAP LEGEND

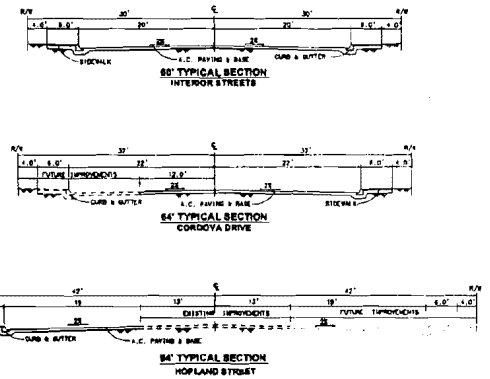
BOUNDARY LINE	SINGLE FLOWLINE
LOT LINE	PROPOSED PROPERTY WALL
RIGHT OF WAY	EXISTING PROPERTY WALL
CENTERLINE	PROPOSED RETAINING WALL
EXISTING IMPROVEMENT	EXISTING EDGE OF PAVEMENT
EASEMENT	EXISTING CONTOURS
GRADE BREAK	PROPOSED LOT NUMBER

TENTATIVE MAP ABBREVIATIONS

BC	BEGINNING OF CURVE	FL	FLOWLINE	N.T.S.	NOT TO SCALE
EC	END OF CURVE	GB	GRADE BREAK	P=	PAD ELEVATION
ELEV	ELEVATION	HP	HIGH POINT	R=	RADIUS EQUALS
EX	EXISTING	L=	ARC LENGTH EQUALS	R/W OR RW	RIGHT OF WAY
FG	FINISH GRADE	LP	LOW POINT	S.F.	SQUARE FOOTAGE
FS	FINISH SURFACE	NG	NATURAL GROUND	LC	LANDSCAPE EASEMENT



MAP NORTH AND SCALE



OWNER

HOLLER DEVELOPMENT CO.
15095 7th STREET
VICTORVILLE, CA 92392
760-843-3111

DEVELOPER

HOLLER DEVELOPMENT CO.
15095 7th STREET
VICTORVILLE, CA 92392
760-843-3111

ASSESSOR'S PARCEL NO'S

3H-161-011
3H-161-012

ZONING AND LAND USE

PROJECT ——— R1 ——— HDRR
PROPERTY ——— R1 ——— R.P.D.

GENERAL PLAN DESIGNATION

SINGLE FAMILY RESIDENCE PRIMARY (HDRR)
1 DU/AC

AREAS

TOTAL ACREAGE ——— 10.12 AC. (GRS.)
TOTAL NUMBERED LOTS ——— 141 LOTS
MAXIMUM PER ACRE ——— 3.53 D.U./A. (GROSS)
MINIMUM LOT SIZE ——— 7200 S.F.
AVERAGE LOT SIZE ——— 10,000 S.F.

PROJECT DATA

THIS PROJECT CONTAINS 1000 L.F. OF NEW STREETS.
UNLESS OTHERWISE SUGGESTED, THE SURROUNDING LAND USE IS "RESIDENTIAL".
CONTOUR SOURCE: CONSTRUCTION FIELD WORK
EARTHWORK FILL IS BALANCED ON-SITE.
EST IMATED EARTHWORK QUANTITY 60,000 C.Y.
IMPROVEMENTS ARE PER TYPICAL SUBDIVISION AND ARE TO BE BUILT
ACCORDING TO THE CITY OF VICTORVILLE STANDARDS.
BUILDING SETBACKS
20' - FRONT
20' - REAR
10' - CORNER SIDE YARD
5' - SIDE YARD
SUBJECT TO ESTABLISHED BY RECORD DATA.

UTILITIES

ELECTRIC:
SOUTHERN CALIFORNIA EDISON
12244 HESPERIA ROAD
VICTORVILLE, CA 92392
800-655-4555

GAS:
SOUTHWEST GAS CORP.
12471 SARTORIS RD.
VICTORVILLE, CA 92392
(760) 245-5321

WATER:
VICTOR VALLEY WATER DISTRICT
17840 ROAD
VICTORVILLE, CA 92392
(760) 245-5424

SEWER
CITY OF VICTORVILLE
14343 CIVIC DRIVE
VICTORVILLE, CA 92392
(760) 955-5020

TELEPHONE:
VERIZON
15.00 LS PAT DR
VICTORVILLE, CA 92392
(760) 243-2021

△	REVISIONS	BY	DATE
1	OVER PHASE 1 THE MODIFIED LOT CONFIGURATION IN PHASE 2	GT	8/28/06

DARRELL L. TENNEY
NO. 4002
Exp. 6/30/08
STATE OF CALIFORNIA

The Cornerstone Group
engineering · planning · surveying
1483 SPRUCE STREET, SUITE H
RIVERSIDE, CA 92507
PHONE : 951.342.0036
FAX : 951.342.0288

DARRELL L. TENNEY
L.S. 4002 EXP. 6/30/08

SHEET 1 OF 1

EXHIBIT "D"

VICINITY MAP

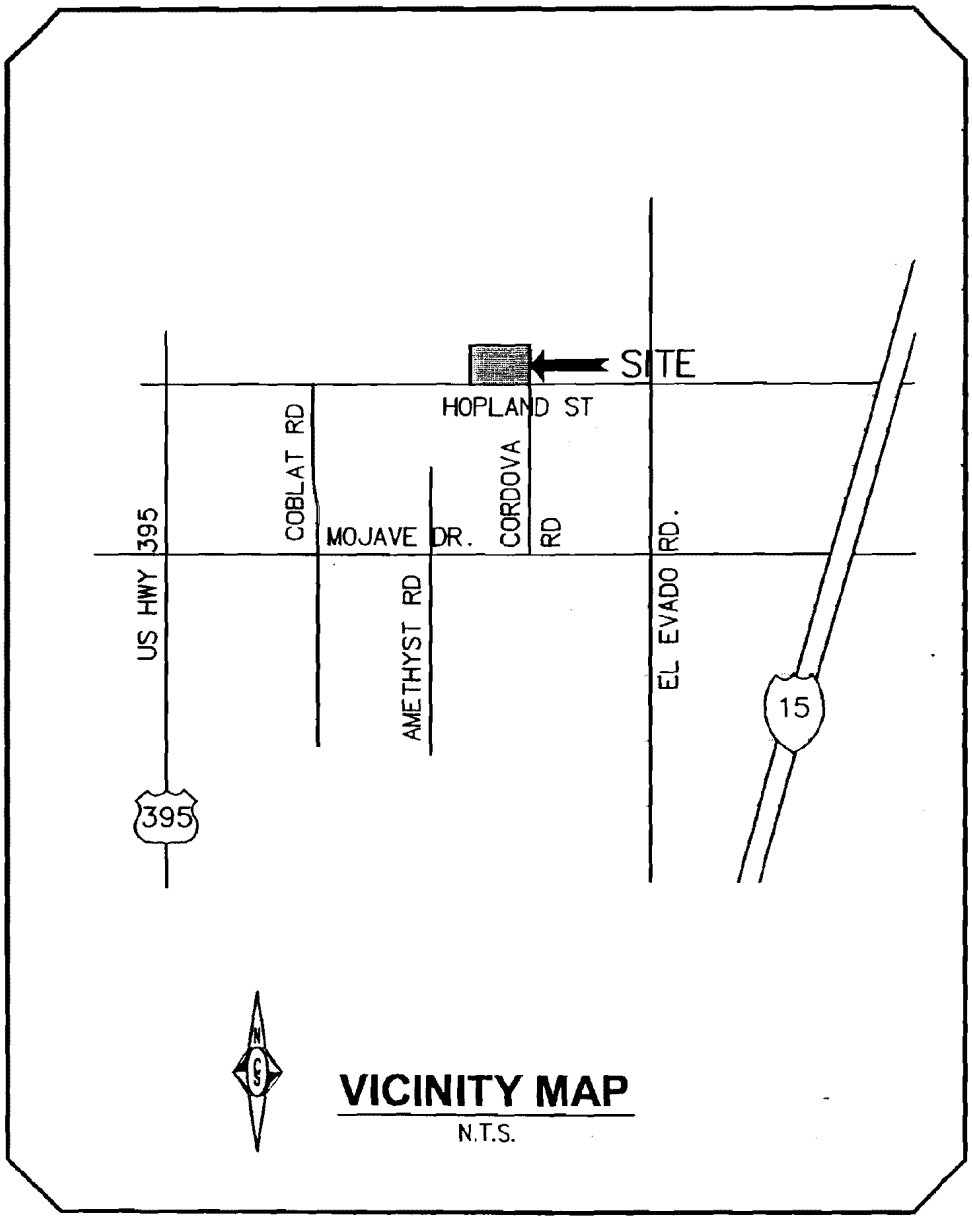


EXHIBIT "E"

ESTIMATED LENGTH, WIDTH, AND SQUARE FOOTAGE OF ASSESSMENT AREA

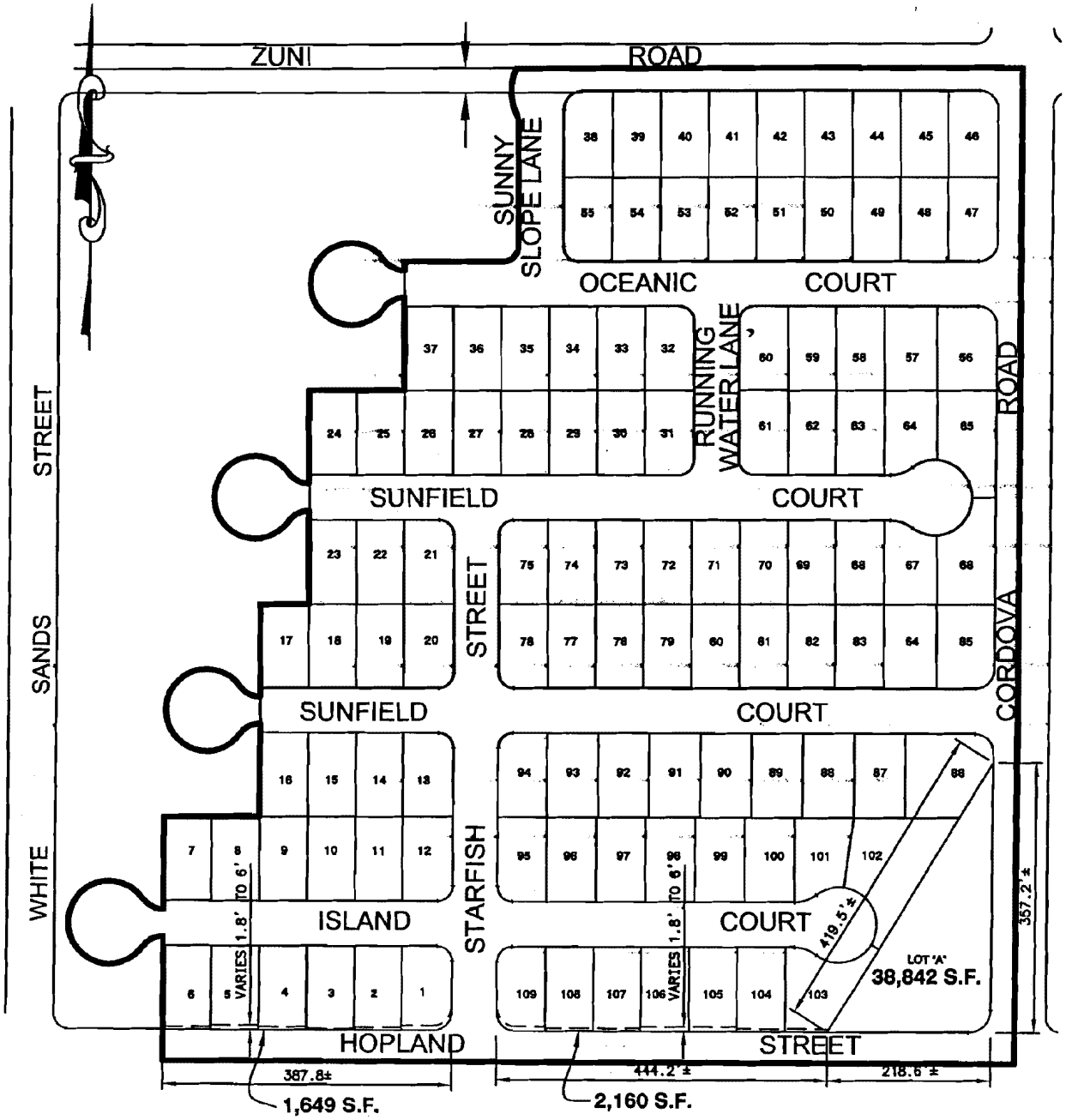


EXHIBIT "A"

PETITION

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

WITNESSETH

A. **WHEREAS**, the petitioner, Skyland Investments, Inc. 2801-A Guasti Road, Guast CA, 91743, 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. 17426

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 Tract 17426 _(hereinafter referred to as the "Project"); and

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

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

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

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

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

Skyland Investments, Inc.

By: _____
Dwight French, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On Sept 20, 2006 (Date) before me, Rose Hall Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")) personally appeared Dwight French (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.

ROSE HALL
Commission # 1577965
Notary Public - California
Los Angeles County
My Comm. Expires May 10, 2009

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

TRACT MAP NO. 17426

IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP 3301, AS PER MAP RECORDED IN BOOK 30 OF PARCEL MAPS, PAGE 28 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND STATE LOCATED WITHIN THE NW1/4, SECTION 10, T.4N., R.5W., S.B.M.

JERRY RONNEBECK, ENGINEERING — JULY 2005

SCALE: 1"=50'

0 20 60 100 150 200 350

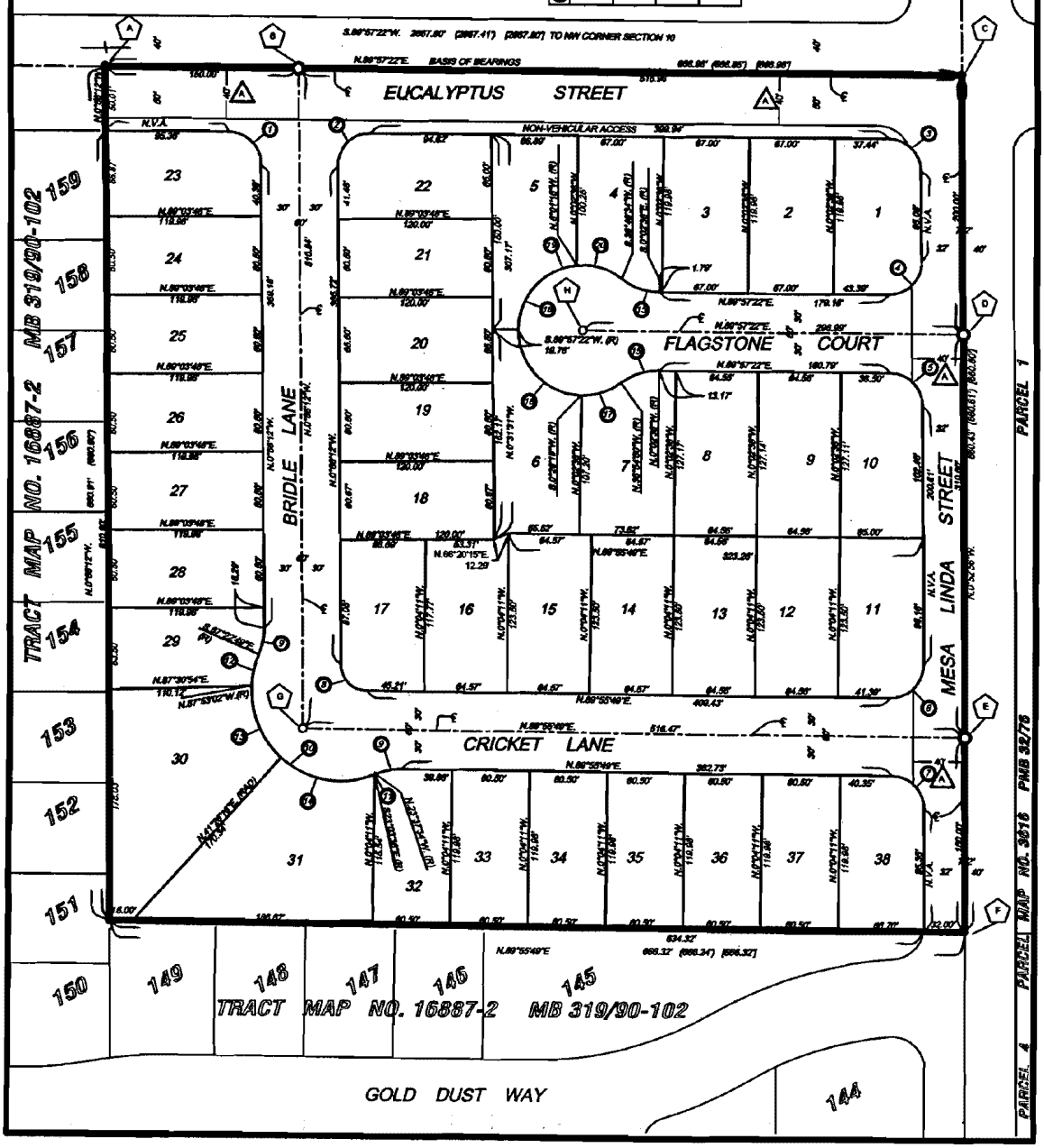
APN 3071-651-04 +03

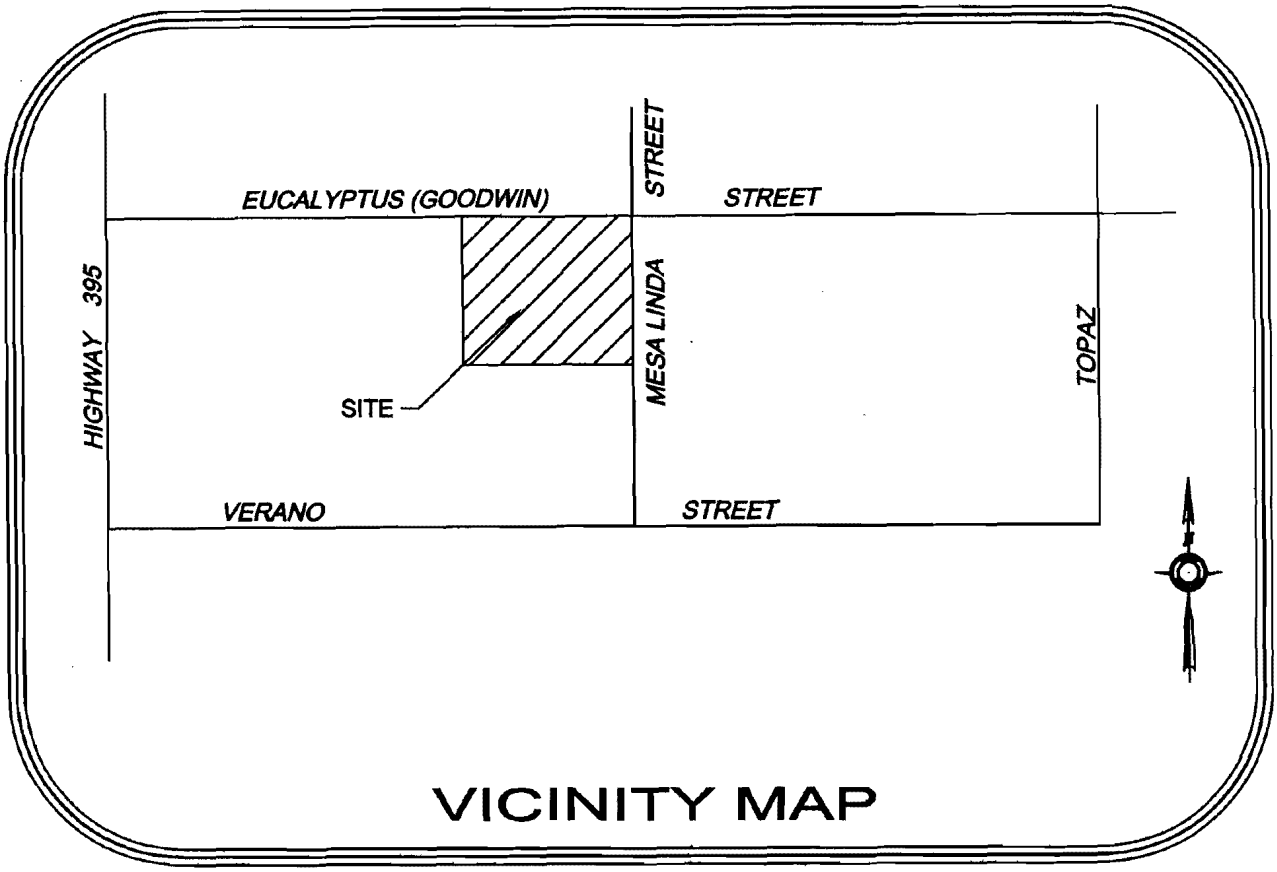
SEE SURVEYOR'S NOTES ON SHEET 2

CURVE DATA TABLE

#	DELTA	RADIUS	LENGTH	TANGENT
1	89°06'26"	25.00	38.88	24.61
2	90°53'34"	25.00	39.66	25.39
3	89°09'42"	30.00	46.68	29.56
4	90°50'18"	25.00	39.64	25.37
5	89°09'42"	25.00	38.90	24.64
6	90°46'45"	25.00	39.62	25.36
7	89°11'15"	25.00	38.92	24.65
8	89°07'59"	20.00	31.11	19.70
9	23°33'24"	50.00	20.56	10.43
10	136°14'46"	70.00	166.46	174.33

#	DELTA	RADIUS	LENGTH	TANGENT
11	0°30'10"	70.00	0.61	0.31
12	20°30'00"	70.00	25.05	12.66
13	46°26'27"	70.00	59.22	31.51
14	64°11'56"	70.00	78.43	43.91
15	36°52'12"	50.00	32.18	16.67
16	253°44'24"	50.00	221.43	NA
17	37°26'51"	50.00	32.68	16.95
18	86°25'21"	50.00	76.04	49.50
19	84°01'25"	50.00	73.33	45.04
20	42°50'46"	50.00	37.39	19.62





VICINITY MAP

Jerry Ronnebeck, Engineering
Consultant Civil Engineers

August 19, 2006

Becky Wasserman
Management Technician
Parks Department
15745 Lorene Drive
Victorville, CA 92395

Re: LMAD Annexation for Tract 17426

Becky,

I have attached the information you have requested in and email to Nancy French concerning Tract 17426. The square footage of the landscaped area is 17,500 for the exterior and interior streets for this tract.

Should you have any questions or comments please contact me.

LENGTH = 2,917'
WIDTH = 6'

Sincerely,

Jerry Ronnebeck
jerry@ronnebeck.com

Southern California – 133 East Bonita Avenue, Suite 202, San Dimas, CA 91773 • 909-599-3253 • 909-599-2572 fax
Northern California – 3058 Polk Street, No. 2, San Francisco, CA 94109 • 415-921-1947 voice & fax
Website: Ronnebeck.com

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: Resolution Number 06-174 approving the Engineer's Report and Resolution Number 06-175 ordering the annexation of Tract 17986 into the West Creek Drainage Facility Assessment District No. 3 that incorporates drainage areas per the tract's conditions of approval.

RECOMMENDATION: It is recommended that Resolution Numbers 06-174 and 06-175 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 _____

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.

LB/L SunCal West Creek, LLC, the developer and owner of the subject property, filed a formal Petition to initiate the annexation process of the above referenced tract into West Creek Drainage Facility Assessment District No. 3. 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 06-174 and 06-175 be approved at this time.

JEG:RS:bw

Attachments: Resolution 06-174 / Engineer's Report
Resolution 06-175 / Ordering Annexation
Petition

Public Hearing
#7A,B
11-21-06

RESOLUTION NO. 06-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING THE ENGINEER'S REPORT FILED IN SUPPORT OF THE FORMATION OF THE DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3, 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 Drainage Facility Assessment District No. 3, 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 17986; and

WHEREAS, the Petitions 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 Drainage Facility Assessment District No. 3, 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
DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3

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 and Drainage 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 Code1972 (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, landscaping and drainage within the proposed District boundaries.

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

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

REPORT

A. PLANS AND SPECIFICATIONS

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

B. ASSESSMENT ROLE

1. Number of parcels to be assessed: **9**
   a. Tract 17986 @ 9 lots
2. Amount each parcel is to be assessed $109.38
3. **TOTAL ASSESSMENT $984.42**
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 and drainage improvements to be maintained in this District include the attached listed Tracts. The maintenance and operation of the landscaping and drainage improvements within the District provides a benefit to those parcels within the District. Therefore, one hundred percent of the costs will be apportioned to each parcel on an EDU basis.

D. SUMMARY OF ASSESSMENTS

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

E. PROPERTY OWNERS LIST

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

F. ASSESSMENT DIAGRAM

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

Approved and Signed By:

John A. McGlade

John A. McGlade, City Engineer

11/1/06

Date

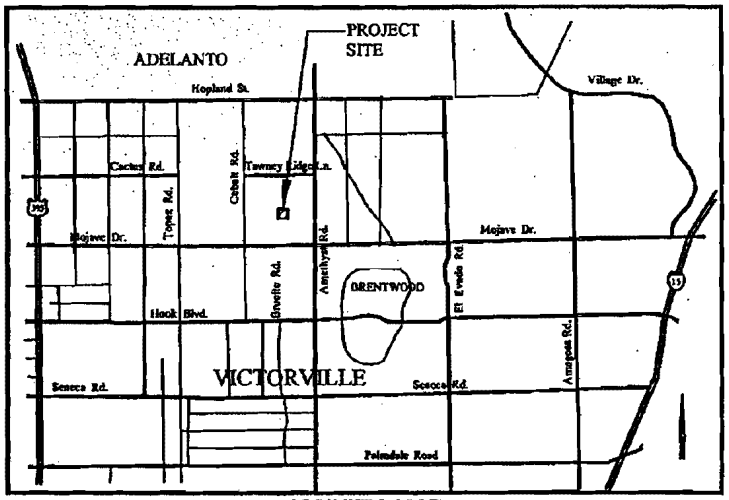
TRACT 17986 WEST CREEK

LEGAL DESCRIPTION

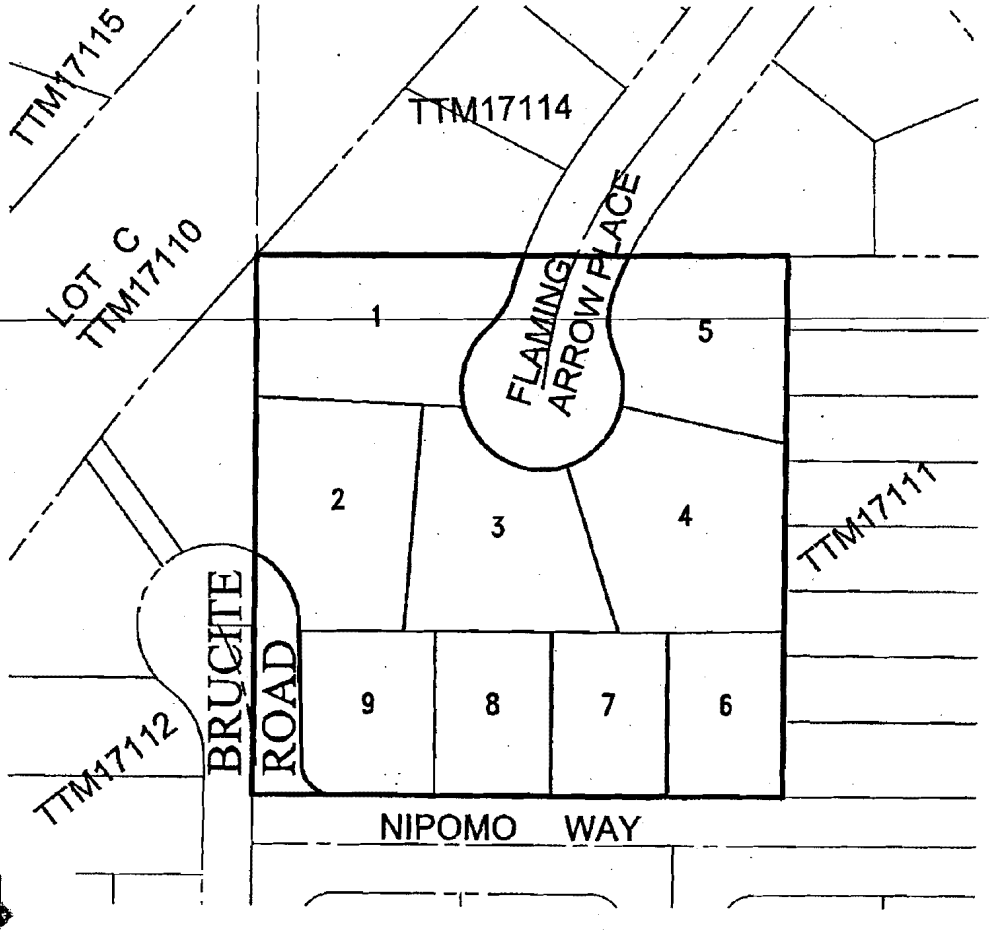
In the City of Victorville, County of San Bernardino, State of California. Being a subdivision of the north ½ of the north ½, of the west ½ of the west ½ of the southeast quarter of the southeast ¼, section 11, township 5 north, range 5 west, San Bernardino Meridian, State of California.

APN 0455-053-72

TENTATIVE TRACT 17986



VICINITY MAP
NTS



West Creek

VICTORVILLE PROPERTIES / LB/L SUNCAL II

APPROX GROSS ACREAGE = 2.5 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

RESOLUTION NO. 06-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3, 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 DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 17986.

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, irrigation and drainage; and

WHEREAS, the Developer submitted a formal Petition proposing the formation of the Drainage Facility Assessment District No. 3, 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 17986; 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 Drainage Facility Assessment District No. 3 for the ongoing maintenance of the landscape, irrigation and drainage described in Resolution No. 06-175.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 PROPOSED FORMATION OF DISTRICT

The Drainage Facility Assessment District No. 3 (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 Drainage Facility Assessment District No. 3 and the proposed District shall have one (1) initial benefit zone, consisting of Tract Map Number 17986 on file with the City.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Number 17986, and shall be depicted on the Diagram of the Assessment District Boundaries, which is included as part of the Engineer's Report for Drainage Facility Assessment District No. 3, 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 Drainage Facility Assessment District No. 3, a copy of which is on file with the City Clerk.

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.

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 **WEST CREEK DRAINAGE FACILITY ASSESSMENT DISTRICT NO. 3**, 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

A. **WHEREAS**, the petitioner, West Creek, LLC located at 2392 Morse Avenue, Irvine, CA 92614 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. 17986

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 West Creek, Phase 2 (hereinafter referred to as the "Project"); and

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

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

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

1. In order to assure the continued maintenance, operation and servicing of the Improvement Areas and Landscape Improvements, and the payment of the costs and expenses incurred for such maintenance, operation and servicing, the Developer hereby requests that the City annex the Property to Victorville West Creek Drainage Facility Assessment District No. 3 (hereinafter referred to as the "District") pursuant to the "Landscaping and Lighting Act of 1972", as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby

waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

   a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

   b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

   c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

West Creek, LLC

By: "Please see attached"

LB/L-SunCal West Creek, LLC,
a Delaware limited liability company

By: LB/L SunCal II Victor Valley, LLC,
a Delaware limited liability company

By: LB/L-SunCal II Master, LLC,
a Delaware limited liability company

By: LB/Lakeside Capital Partners, LLC
a Delaware limited liability company

By: _____
Melvin T. Andrews
Authorized Signatory

By: SCC/West Creek, LLC,
a Delaware limited liability company

By: _____

Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On August 16, 2006 (Date) before me, Rosemarie Dyvig, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Bruce V. Cook (Name(s) of Signer(s))

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

WITNESS ~~my~~ hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 17, 2006, before me, O. Arsenault, Notary Public

Personally appeared Melvin T. Andrews

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

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.

O. ARSENAULT
Commission # 1517486
Notary Public - California
Los Angeles County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

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.

Title or Type of Document: Petition
(LB/L SunCal II Victor Valley, LLC)

Document Date:_____ Number of Pages:_____

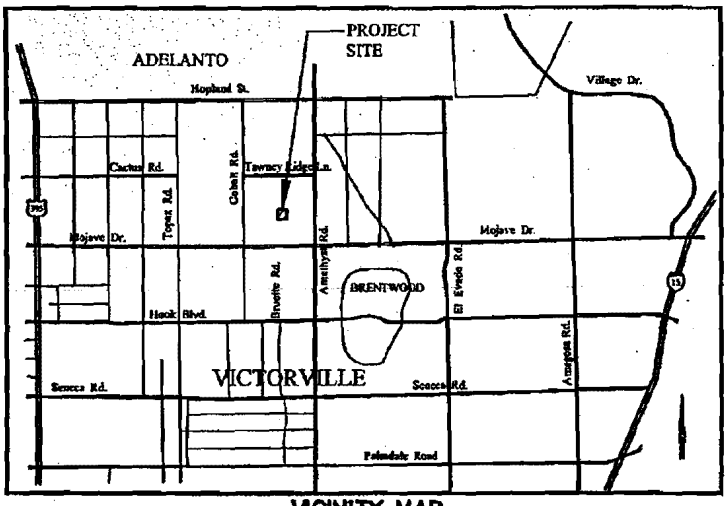
TRACT 17986 WEST CREEK

LEGAL DESCRIPTION

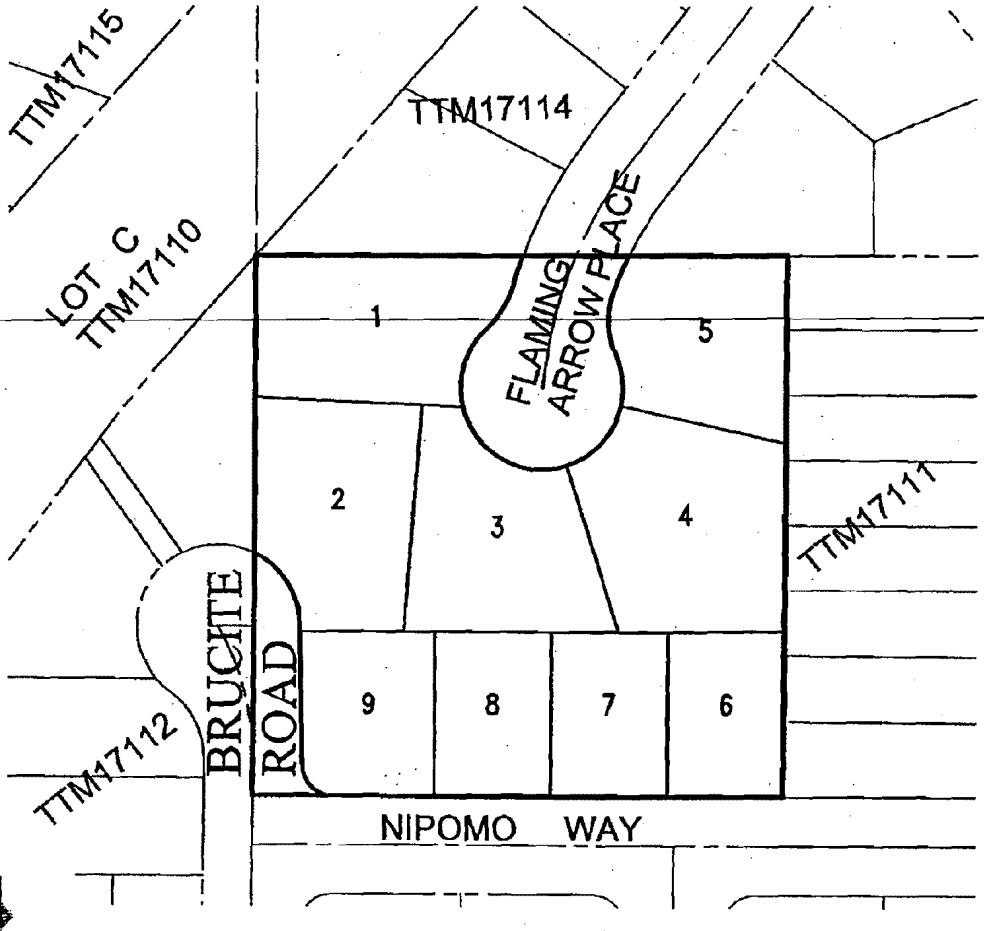
In the City of Victorville, County of San Bernardino, State of California. Being a subdivision of the north ½ of the north ½, of the west ½ of the west ½ of the southeast quarter of the southeast ¼, section 11, township 5 north, range 5 west, San Bernardino Meridian, State of California.

APN 0455-053-72

TENTATIVE TRACT 17986



VICINITY MAP
NTS

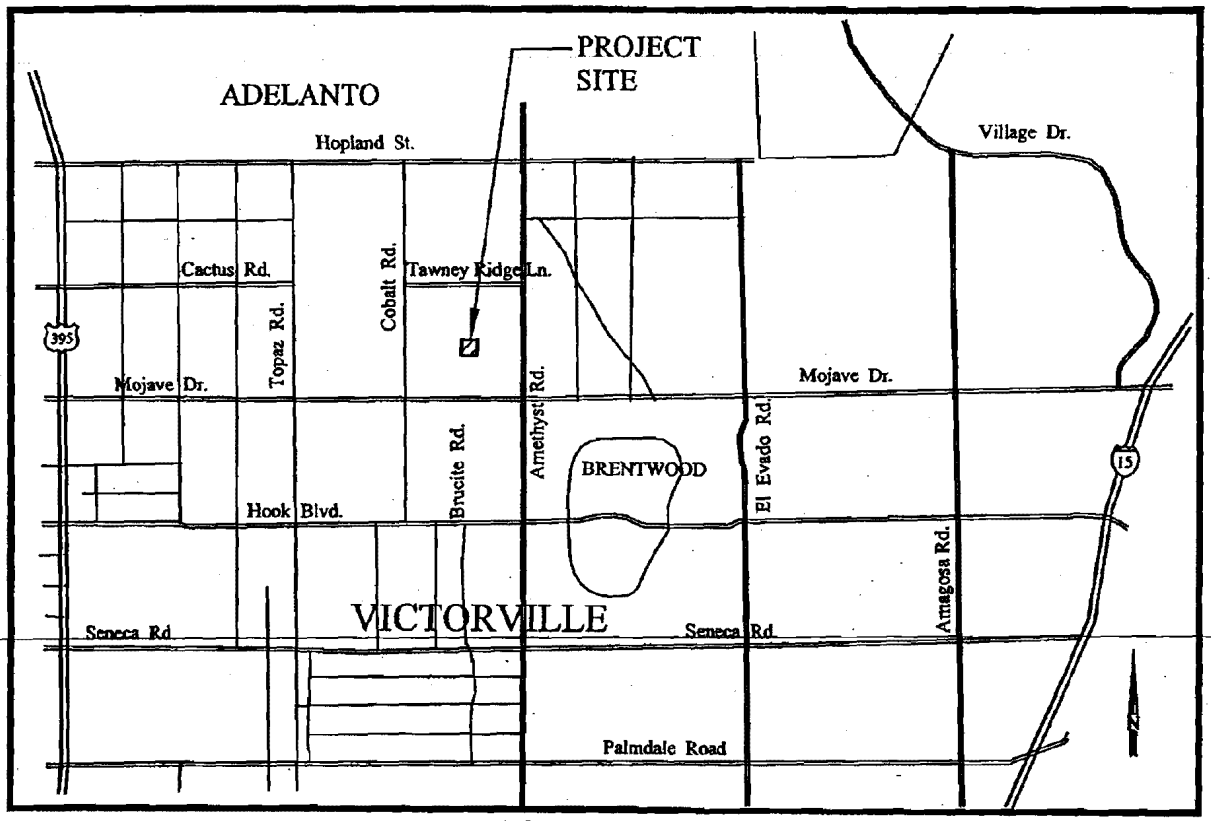


West Creek
VICTORVILLE PROPERTIES / LB/L SUNCAL II

APPROX GROSS ACREAGE = 2.5 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

TENTATIVE TRACT 17986



VICINITY MAP
NTS

West Creek
VICTORVILLE PROPERTIES / LB/L SUNCAL II

Hall & Foreman, Inc.
Engineering - Surveying - Planning - Landscape Architecture

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: Resolution Number 06-172 approving the Engineer's Report and Resolution Number 06-173 ordering the annexation of Tract 17986 into the West Creek Landscape Maintenance Assessment District No. 8 that incorporates the areas along the arterial roads required per the tract's conditions of approval.

RECOMMENDATION: It is recommended that Resolution Numbers 06-172 and 06-173 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 _____

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.

LB/L SunCal West Creek, 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. 8. 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 06-172 and 06-173 be approved at this time.

JEG:RS:bw

Attachments: Resolution 06-172 / Engineer's Report
Resolution 06-173 / Ordering Annexation
Petition

Public Hearing
#8A,B
11-21-06

RESOLUTION NO. 06-172

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. 8, 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. 8, 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 17986; 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. 8, 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. 8

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 Code1972 (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 XIIID of the California State Constitution (Proposition 218) will be followed with respect to the formation of the District. Once approved, the assessment shall be levied upon each parcel within the boundaries of the District and the assessment shall be proportionate to the improvement maintenance. A maximum assessment rate per Equivalent Dwelling Unit (EDU) will be established based on the estimated operations and maintenance costs for each year. The maximum rates imposed under the Landscape Maintenance Assessment District shall be adjusted from the yearly rate imposed by a change in the Construction Price Index Escalator.

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

REPORT

A. PLANS AND SPECIFICATIONS

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

B. ASSESSMENT ROLE

1. Number of parcels to be assessed: **9**
   a. Tract 17986 @ 9 lots
2. Amount each parcel is to be assessed $140.24
3. **TOTAL ASSESSMENT $1,262.16**
4. Diagram of the assessment district showing all parcels to be assessed is attached, as well as a list of APN's of all assessed parcels.

C. METHOD OF APPORTIONMENT

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

D. SUMMARY OF ASSESSMENTS

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

E. PROPERTY OWNERS LIST

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

F. ASSESSMENT DIAGRAM

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

Approved and Signed By:

John A. McGlade

John A. McGlade, City Engineer

11/1/06

Date

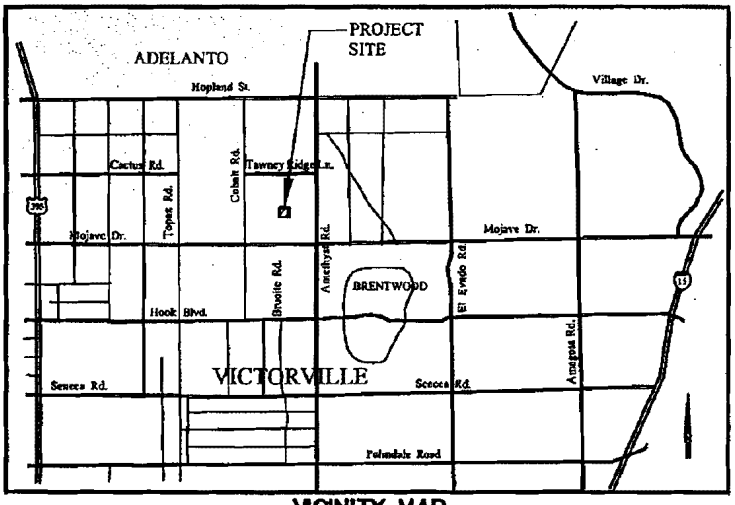
TRACT 17986 WEST CREEK

LEGAL DESCRIPTION

In the City of Victorville, County of San Bernardino, State of California. Being a subdivision of the north ½ of the north ½, of the west ½ of the west ½ of the southeast quarter of the southeast ¼, section 11, township 5 north, range 5 west, San Bernardino Meridian, State of California.

APN 0455-053-72

TENTATIVE TRACT 17986



VICINITY MAP
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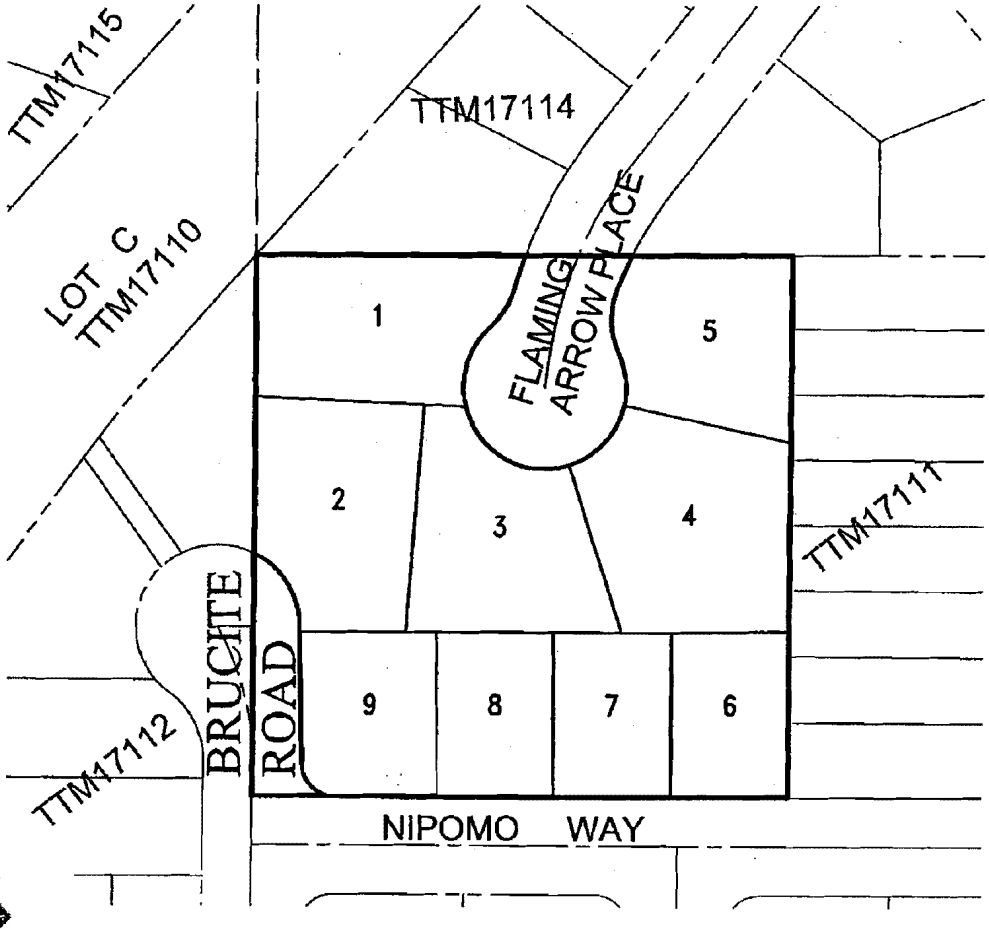


West Creek

VICTORVILLE PROPERTIES / LB/L SUNCAL II

APPROX GROSS ACREAGE = 2.5 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

RESOLUTION NO. 06-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ORDERING FORMATION OF THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 8, 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. 8 REQUIRED BY THE CITY TO BE INSTALLED BY THE DEVELOPER AS A CONDITION OF APPROVAL OF TRACT 17986.

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. 8, 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 17986; 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. 8 for the ongoing maintenance of the landscape and irrigation described in Resolution No. 06-173.

NOW THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1 **PROPOSED FORMATION OF DISTRICT**

The Landscape Maintenance Assessment District No. 8 (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. 8 and the proposed District shall have one (1) initial benefit zone, consisting of Tract Map Number 17986 on file with the City.

(b) The exterior boundaries of the proposed District shall be coterminous with the boundary of Tract Map Number 17986, 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. 8, 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. 8, a copy of which is on file with the City Clerk.

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.

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 **WEST CREEK LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 8**, 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

A. **WHEREAS**, the petitioner, West Creek, LLC, located at 2392 Morse Avenue, Irvine, CA 92614, 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. 17986

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 West Creek, Phase 2 (hereinafter referred to as the "Project"); and

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

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

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

1. In order to assure the continued maintenance, operation and servicing of the Improvement Areas and Landscape Improvements, and the payment of the costs and expenses incurred for such maintenance, operation and servicing, the Developer hereby requests that the City annex the Property to Victorville Landscape Maintenance Assessment District No. 8 (hereinafter referred to as the "District") pursuant to the "Landscaping and Lighting Act of 1972", as set forth in Part 2 of Division 15 (Sections 22500 et seq.) of the Streets and Highways Code of the State of California, in accordance with this Petition.

2. The Developer requests that the territory to be annexed to the District consists of all the Property referenced in Paragraph A of the recitals hereinabove.

3. As the sole owner(s) of all the real property to be annexed into the district, the Developer hereby

waives all statutory hearings of objections and protests by interested property owners to the proposed annexation.

4. In consideration of the approval of the District by the City, the Developer hereby proposes as follows:

    a. To improve the Improvement Areas with the Landscape Improvements (including, but not limited to, ground cover, shrubbery, trees and other landscaping, irrigation equipment and separate water meters) as may be reasonably required by the City and to bear all costs of constructing or otherwise installing the Landscape Improvements;

    b. To construct and install each phase of the Landscape Improvements as Developer improves each tentative tract within the Project contiguous to each such landscape improvement phase. Each landscape improvement phase shall be completed prior to the first close of escrow for the sale of any lot in the contiguous tentative tract, or the Developer shall have plans approved for the entire subdivision and provide a bond satisfactory to the City that will ensure construction of the improvements required for that landscape improvement phase.

    c. To consent to the establishment and payment of an assessment for the proposed annexation of the Property into the District in an amount reasonably determined by the City to cover all costs and expenses incurred for the continued maintenance, operation and servicing of the Landscape Improvements for fiscal year .

5. The Developer hereby requests that the Property be annexed to the District as set forth hereinabove to satisfy the City's landscape condition and allow the recordation of the final tract map(s) for the Project, as referenced in Paragraph 4.b of the recitals hereinabove.

6. There will be no change of ownership of said property in Tract prior to the Public Hearing.

7. This is an overlying tract. When development occurs within the District, assessments will be levied for the individual development.

8. The Developer hereby requests that a Public Hearing be scheduled for _____.

9. This Petition is binding upon the Developer and shall be further binding upon the heirs, successors, assigns and transferee of said real property.

ALL SIGNATURES TO BE NOTARIZED

West Creek, LLC

By: "Please see attached"

LB/L-SunCal West Creek, LLC,
a Delaware limited liability company

By: LB/L SunCal II Victor Valley, LLC,
a Delaware limited liability company

By: LB/L-SunCal II Master, LLC,
a Delaware limited liability company

By: LB/Lakeside Capital Partners, LLC
a Delaware limited liability company

By: _____

Melvin T. Andrews
Authorized Signatory

By: SCC/West Creek, LLC,
a Delaware limited liability company

By: _____

Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On August 16, 2006 (Date) before me, Rosemarie Dyvig, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Bruce V. Cook (Name(s) of Signer(s)),

☒ 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.

ROSEMARIE DYVIG
Commission # 1535739
Notary Public - California
Orange County
My Comm. Expires Dec 17, 2008

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 17, 2006, before me, O. Arsenault, Notary Public

Personally appeared Melvin T. Andrews

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

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.

O. ARSENAULT
Commission # 1517486
Notary Public - California
Los Angeles County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

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.

Title or Type of Document: Petition
(LB/L SunCal II Victor Valley, LLC)

Document Date:_____ Number of Pages:_____

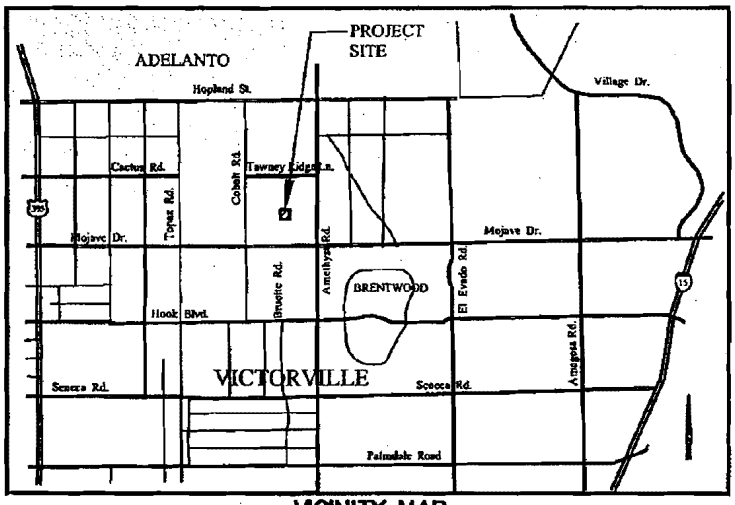
TRACT 17986 WEST CREEK

LEGAL DESCRIPTION

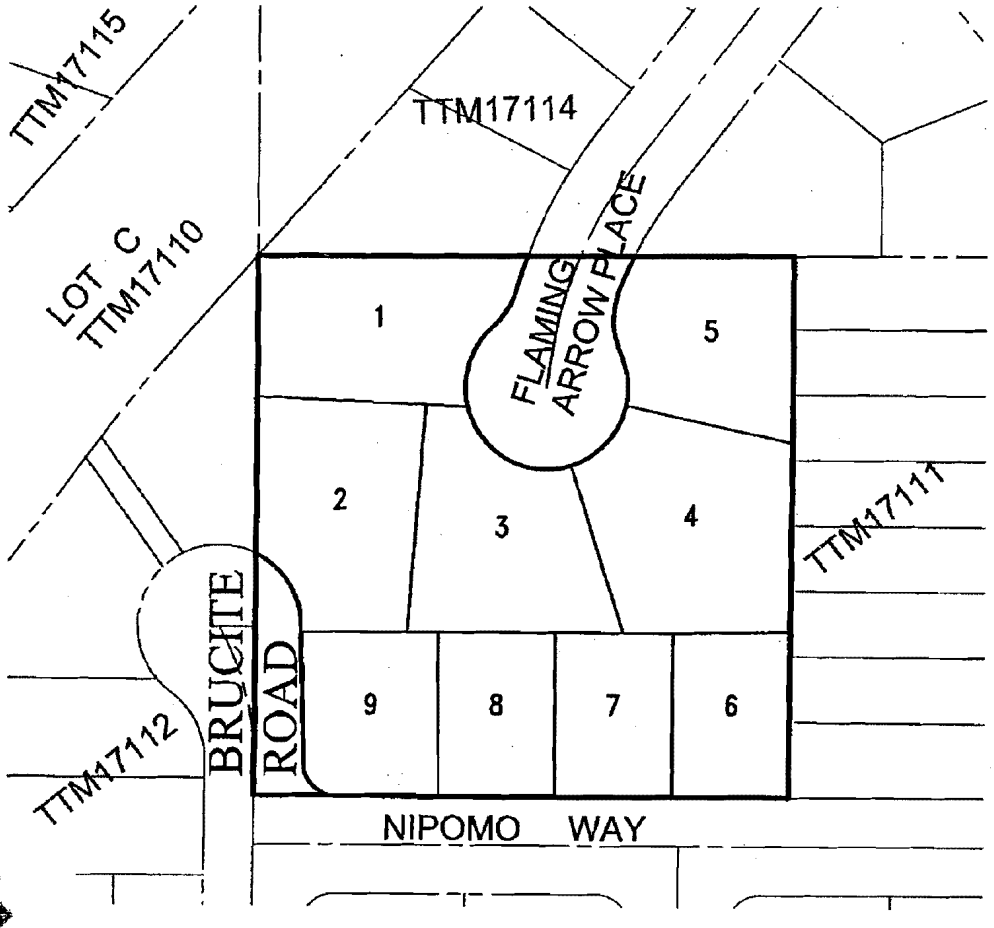
In the City of Victorville, County of San Bernardino, State of California. Being a subdivision of the north ½ of the north ½, of the west ½ of the west ½ of the southeast quarter of the southeast ¼, section 11, township 5 north, range 5 west, San Bernardino Meridian, State of California.

APN 0455-053-72

TENTATIVE TRACT 17986



VICINITY MAP
NTS



West Creek
VICTORVILLE PROPERTIES / LB/L SUNCAL II

APPROX GROSS ACREAGE = 2.5 AC.

Hall & Foreman, Inc.
Engineering · Surveying · Planning · Landscape Architecture

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INTENTIONALLY

CITY OF
VICTORVILLE

(760) 955-5000
FAX (760) 245-7243
E-mail: vville@ci.victorville.ca.us

14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: Adair M. Patterson AP
Director of Finance

DATE: November 8, 2006

SUBJECT: **COMMERCIAL DEMAND SCHEDULE**

RECOMMENDATION: That the Honorable City Council approve Commercial Demand Schedule No. 9 in the amount of $17,579,694.02 covering Warrant Nos. 576846, 579884, 580088, 580286 and 580556 through 581093 inclusive.

FISCAL IMPACT: Total amount of warrants: $17,579,694.02

Budget Amount: $17,579,694.02
Budget Account No. Various

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

☑ No

☐ Yes/$Amount:
Finance Director Review & Approval AP

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

Adair Patterson
DIRECTOR OF FINANCE

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

Attachment - Commercial Demand Schedule

Consent
#9A
11-21-06

Check No.	Date	Vendor		Payment Status	Payment Amount
580556	11/1/2006	0000002336	3M	P	2,648.51
580557	11/1/2006	0000012587	AAA Hose Connection	P	829.55
580558	11/1/2006	0000000025	AA Equipment Rental Co.	P	31.98
580559	11/1/2006	0000007343	Abrego, Tamala S	P	115.00
580560	11/1/2006	0000000051	Accent Fence Co.	P	36.37
580561	11/1/2006	0000006005	ACWA	P	1,050.00
580562	11/1/2006	0000016354	AFN, Inc.	P	1,647.17
580563	11/1/2006	0000009866	Agencies Tool Center, Inc.	P	41.67
580564	11/1/2006	0000015791	Alert Shirt Co.	P	106.98
580565	11/1/2006	0000013292	Amateur Electronic Supply, LLC	P	1,366.94
580566	11/1/2006	0000000169	Antelope Valley Turf Supply	P	1,271.55
580567	11/1/2006	0000000191	Applied Industrial Tech	P	218.50
580568	11/1/2006	0000016433	Aqua Serve Engineers, Inc.	P	1,420.38
580569	11/1/2006	0000012801	Arzola, Mary Ann	P	147.00
580570	11/1/2006	0000016359	AT Systems Security Inc.	P	22,148.90
580571	11/1/2006	0000000038	AT&T	P	44.29
580572	11/1/2006	0000000188	Apple Valley Stationers	P	201.26
580573	11/1/2006	0000004957	Town of Apple Valley	P	47,170.96
580574	11/1/2006	0000003875	AZ Commercial	P	19.38
580575	11/1/2006	0000016186	B&K Electric	P	1,724.00
580576	11/1/2006	0000012405	Barnes Distribution	P	808.21
580577	11/1/2006	0000000294	Bear Valley Rentals	P	3,426.82
580578	11/1/2006	0000000297	Beck Oil, Inc.	P	1,121.65
580579	11/1/2006	0000010670	Blue Shield of Cal. Life & Health	P	8,575.16
580580	11/1/2006	0000000380	Burrtec Waste Industries	P	166,177.32
580581	11/1/2006	0000000456	Calcon Electric Supply	P	4.50
580582	11/1/2006	0000000448	Cal Herbold's Nursery	P	47.41
580583	11/1/2006	0000000790	State of California Employment	P	24,199.00
580584	11/1/2006	0000000792	State of California Franchise Tax Board	P	623.75
580585	11/1/2006	0000010630	California Overnight	P	61.27
580586	11/1/2006	0000000618	CDW Government, Inc.	P	411.67
580587	11/1/2006	0000005967	Century Forms, Inc.	P	83.65
580588	11/1/2006	0000000543	Chabin Concepts, Inc.	P	7,000.00
580589	11/1/2006	0000008522	Charter Communications	P	777.62
580590	11/1/2006	0000000425	C.H.J. Incorporated	P	255.00
580591	11/1/2006	0000012938	Cingular Wireless	P	201.78
580592	11/1/2006	0000000600	Coles Bros.	P	174.10
580593	11/1/2006	0000000612	Compair Southern California	P	800.55
580594	11/1/2006	0000015774	ComRent West, Inc.	P	3,377.96
580595	11/1/2006	0000000623	Comser Co.	P	53.46
580596	11/1/2006	0000008518	Core Net Global	P	750.00
580597	11/1/2006	0000000662	The Counseling Team International	P	1,800.00
580598	11/1/2006	0000000677	CRAFCO, Inc.	P	1,297.10
580599	11/1/2006	0000000671	Crawford's Distributing	P	457.94
580600	11/1/2006	0000003901	Creative Benefits, Inc.	P	2,136.50
580601	11/1/2006	0000003099	CSK Auto, Inc.	P	201.22
580602	11/1/2006	0000008392	D3 Equipment	P	168.04
580603	11/1/2006	0000000712	Daily Press	P	2,621.72
580604	11/1/2006	0000000729	Day-Timers, Inc.	P	28.28
580605	11/1/2006	0000000743	Dell Marketing L.P.	P	12,845.63
580606	11/1/2006	0000000761	Desert Stationers	P	1,726.60
580607	11/1/2006	0000000764	Desert Truck Supply	P	28.61
580608	11/1/2006	0000016060	Designs By Vista	P	162.96

Check No.	Date	Vendor		Payment Status	Payment Amount
580609	11/1/2006	0000002977	Theresa M. Dickover	P	197.00
580610	11/1/2006	0000000803	Dispensing Tech. Corp.	P	132.21
580611	11/1/2006	0000007289	EDFUND	P	262.67
580612	11/1/2006	0000013765	Electromark	P	414.66
580613	11/1/2006	0000000875	Endura Steel, Inc.	P	1,412.39
580614	11/1/2006	0000014612	Enterprise Signs	P	289.49
580615	11/1/2006	0000000917	Federal Express Corp.	P	19.66
580616	11/1/2006	0000011539	Ferguson Enterprises, Inc. #677	P	590.41
580617	11/1/2006	0000016236	Fluid Kinetics	P	2,003.32
580618	11/1/2006	0000001003	G & M Business Interiors	P	8,354.41
580619	11/1/2006	0000001740	G.A. Osborne Pipe-Supply	P	1,710.12
580620	11/1/2006	0000004364	Gapelu, Shivonn	P	159.50
580621	11/1/2006	0000001047	Global Tour Golf, Inc.	P	299.01
580622	11/1/2006	0000011689	Golf Ventures West	P	584.47
580623	11/1/2006	0000001943	Goodspeed Distributing, Inc.	P	88,026.66
580624	11/1/2006	0000001074	Graham Equipment	P	146.54
580625	11/1/2006	0000001076	Grainger, Inc.	P	13,402.60
580626	11/1/2006	0000015900	Great Western Park & Playground, Inc.	P	43.10
580627	11/1/2006	0000006269	Green, de Bortnowsky & Quintanilla, Ll	P	109,795.61
580628	11/1/2006	0000002968	The Grumpy Golfer	P	3,770.44
580629	11/1/2006	0000001100	H & E Home Builders	P	69.29
580630	11/1/2006	0000001104	Haaker Equipment Co.	P	211.09
580631	11/1/2006	0000001123	Harbor Freight Tools	P	96.86
580632	11/1/2006	0000001096	HCS-Cutler	P	700.38
580633	11/1/2006	0000001137	Health Net	P	206,512.59
580634	11/1/2006	0000000278	Hi Desert Alarm	P	1,287.00
580635	11/1/2006	0000001162	Hi-Desert Communications	P	925.23
580636	11/1/2006	0000008848	Hi Desert Fire Protection Service	P	698.18
580637	11/1/2006	0000001184	High Desert Laser Graphics	P	128.65
580638	11/1/2006	0000001194	Hightech Signs	P	865.57
580639	11/1/2006	0000011025	Hippo Golf Company, Inc.	P	148.51
580640	11/1/2006	0000001218	Home Depot, Inc.	P	1,576.76
580641	11/1/2006	0000007761	I O S Capital	P	452.58
580642	11/1/2006	0000001318	J & L Windshield Repair	P	98.00
580643	11/1/2006	0000012411	Johnson Power Systems	P	80,963.37
580644	11/1/2006	0000002755	Kaiser Foundation Health Plan, Inc.	P	40,970.99
580645	11/1/2006	0000001420	Lawncare Landscaping	P	2,870.00
580646	11/1/2006	0000001416	Lawson Products, Inc.	P	1,471.54
580647	11/1/2006	0000001424	Los Angeles Dept. of Water & Power	P	625.00
580648	11/1/2006	0000009908	Lowe's	P	49.72
580649	11/1/2006	0000008208	Lowe's	P	749.57
580650	11/1/2006	0000008209	Lowe's	P	140.67
580651	11/1/2006	0000011722	Lowe's	P	27.95
580652	11/1/2006	0000013967	Lowe's	P	502.19
580653	11/1/2006	0000001489	M&D Fire Equipment Company, Inc.	P	902.95
580654	11/1/2006	0000007650	Maaco	P	69.95
580655	11/1/2006	0000002716	MANPOWER	P	957.20
580656	11/1/2006	0000000361	Mark Brown & Associates, Inc.	P	110.00
580657	11/1/2006	0000010739	McGraw, Deborah	P	215.50
580658	11/1/2006	0000001560	Mesa Veterinary Care Center	P	2,467.70
580659	11/1/2006	0000005448	MWB Business Systems	P	53.23
580660	11/1/2006	0000004894	New Jersey Family Support Pmt	P	152.00
580661	11/1/2006	0000001686	New Pig Corporation	P	264.50
580662	11/1/2006	0000005964	Nike USA, Inc.	P	41.28

Check No.	Date	Vendor		Payment Status	Payment Amount
580663	11/1/2006	0000001711	Office Depot	P	1,986.89
580664	11/1/2006	0000002772	OfficeMax	P	265.44
580665	11/1/2006	0000005341	Oriental Trading Company, Inc.	P	69.25
580666	11/1/2006	0000002700	Osterbauer Compressor Service, Inc.	P	348.50
580667	11/1/2006	0000010156	Outback	P	400.00
580668	11/1/2006	0000002992	Public Entity Risk Management Authori	P	23,672.40
580669	11/1/2006	0000003033	Pitney Bowes	P	150.00
580670	11/1/2006	0000015872	Power Management, Inc.	P	1,173.23
580671	11/1/2006	0000002877	Preferred Benefit Insurance Admin., Inc	P	23,968.77
580672	11/1/2006	0000016244	PTL Electric, Inc.	P	2,035.00
580673	11/1/2006	0000001761	PTO Sales	P	524.20
580674	11/1/2006	0000014577	PureRite Drinking Water	P	56.22
580675	11/1/2006	0000004348	Quill Corporation	P	369.58
580676	11/1/2006	0000001916	R.D.O. Equipment Co.	P	341.95
580677	11/1/2006	0000013646	Rentech Boiler Systems, Inc.	P	331,250.63
580678	11/1/2006	0000003857	Roadline Products Inc.	P	667.18
580679	11/1/2006	0000001988	Rosenow Spevacek Group	P	2,012.50
580680	11/1/2006	0000001910	R & R Products	P	92.41
580681	11/1/2006	0000014510	RSC Equipment Rental	P	71.32
580682	11/1/2006	0000016583	Rubio, Ralph	P	25.00
580683	11/1/2006	0000002019	Safelite Glass Corp.	P	146.96
580684	11/1/2006	0000002017	Safeway Sign Co.	P	22,935.83
580685	11/1/2006	0000002037	San Bernardino County	P	1,141,047.00
580686	11/1/2006	0000002865	San Bernardino Co Transp	P	171,421.95
580687	11/1/2006	0000011945	Scrub-N-Up	P	939.40
580688	11/1/2006	0000005372	S E Clemons, Inc.	P	400.00
580689	11/1/2006	0000014609	Shareit! Inc.	P	114.00
580690	11/1/2006	0000015271	Silver Needle	P	877.33
580691	11/1/2006	0000002155	Smart & Final	P	87.73
580692	11/1/2006	0000002188	Southern California Edison	P	2,590.28
580693	11/1/2006	0000006215	SoCal Pump & Well Drilling, Inc.	P	420.00
580694	11/1/2006	0000002206	Spartan Motors, Inc.	P	203.88
580695	11/1/2006	0000009384	SPEEDNEWS	P	1,497.00
580696	11/1/2006	0000016548	Sportex, Inc.	P	205.94
580697	11/1/2006	0000002217	Sprint	P	965.73
580698	11/1/2006	0000002227	Staples Credit Plan	P	219.26
580699	11/1/2006	0000016245	State Disbursement Unit	P	260.00
580700	11/1/2006	0000016245	State Disbursement Unit	P	2.16
580701	11/1/2006	0000002238	Stater Bros. Markets	P	131.74
580702	11/1/2006	0000014875	Stathis, Jacqueline	P	606.50
580703	11/1/2006	0000007039	Stoody Industrial & Welding Supply, In	P	53.88
580704	11/1/2006	0000012420	Sunshine Golf	P	181.09
580705	11/1/2006	0000002204	Southwest Gas Corporation	P	61.05
580706	11/1/2006	0000002314	Task Force Tips	P	104.73
580707	11/1/2006	0000002399	Type-Set-Go	P	666.70
580708	11/1/2006	0000014613	UniFirst Corporation	P	67.30
580709	11/1/2006	0000002426	United Parcel Service	P	135.08
580710	11/1/2006	0000003089	United Rentals, Inc.	P	971.15
580711	11/1/2006	0000002430	United Way Desert Communities	P	45.00
580712	11/1/2006	0000002462	Valley Sporting Goods	P	1,391.59
580713	11/1/2006	0000009137	Valley Wide Newspapers	P	150.00
580714	11/1/2006	0000005697	Verizon	P	219.77
580715	11/1/2006	0000010761	Verizon Internet Solutions	P	79.95
580716	11/1/2006	0000002481	Victor Valley Animal Protective League	P	8,014.75

Check No.	Date	Vendor		Payment Status	Payment Amount
580717	11/1/2006	0000002507	Victorville Professional Firefighters	P	2,490.28
580718	11/1/2006	0000002879	Victor Valley Transit Authority	P	9,268.16
580719	11/1/2006	0000002862	Victor Valley Towing, Inc.	P	85.00
580720	11/1/2006	0000002499	Victor Valley Water District	P	1,661.14
580721	11/1/2006	0000012329	Wallace, Raquel	P	70.50
580722	11/1/2006	0000002554	Waxie Sanitary Supply	P	1,674.97
580723	11/1/2006	0000002573	Western City Magazine	P	995.00
580724	11/1/2006	0000002579	Western Outdoor Power Equipment Co.	P	103.82
580725	11/1/2006	0000014636	Wingfoot Commercial Tire	P	1,125.64
580726	11/1/2006	0000002648	ZEP Manufacturing	P	268.78
580727	11/1/2006	0000010830	Zions Bank	P	91,678.41
580728	11/1/2006	0000015445	Abuan, Anna L.	P	165.38
580729	11/1/2006	0000011739	Aguilar, Steven	P	11,525.00
580730	11/1/2006	0000016580	AM/PM EZ Lock & Key	P	85.00
580731	11/1/2006	0000012751	Atkins, Lela	P	495.80
580732	11/1/2006	0000016573	Benitez, Joselina	P	25.00
580733	11/1/2006	0000008201	James N. Bogema	P	440.00
580734	11/1/2006	0000006406	Burnell, Don	P	285.25
580735	11/1/2006	0000009957	Burning Bush Baptist Church	P	836.75
580736	11/1/2006	0000003219	Caldwell, Terry, E.	P	676.70
580737	11/1/2006	0000002924	Cales, Brandon	P	97.01
580738	11/1/2006	0000016492	Carlucci, Alexandra Michelle	P	334.25
580739	11/1/2006	0000015508	Civic Rogers, LLC	P	37,899.23
580740	11/1/2006	0000009303	Cole, Richard T.	P	2,199.04
580741	11/1/2006	0000014585	Cruz, Sergio Jr.	P	64.64
580742	11/1/2006	0000014605	Cunningham-Stevenson, Katrina	P	175.00
580743	11/1/2006	0000000704	D&E Embroidery	P	207.35
580744	11/1/2006	0000000712	Daily Press	P	77.19
580745	11/1/2006	0000015316	Dalin, Kyra	P	1,008.00
580746	11/1/2006	0000016225	Demco	P	164.88
580747	11/1/2006	0000014843	Duncan, Penny L.	P	166.25
580748	11/1/2006	0000016565	Eric Lloyd Wright & Associates	P	10,000.00
580749	11/1/2006	0000015258	Fitzgerald-Gutierrez, Jennifer M.	P	562.63
580750	11/1/2006	0000012862	Foundation for CSUSB	P	11,325.00
580751	11/1/2006	0000005185	Francis, Norm	P	100.00
580752	11/1/2006	0000016574	Frasure, Julie	P	129.28
580753	11/1/2006	0000014533	Freeman	P	6,664.18
580754	11/1/2006	0000016577	Gilbert, Kevin	P	130.00
580755	11/1/2006	0000010120	Gil, Cindy	P	97.55
580756	11/1/2006	0000016578	Glass, Jeffrey	P	1,000.00
580757	11/1/2006	0000004317	Green Tree Men's Golf Club	P	40.00
580758	11/1/2006	0000012566	Guerra Fencing Studio	P	966.00
580759	11/1/2006	0000016581	Hagen, Deborah	P	95.55
580760	11/1/2006	0000016063	Hamilton-Yates, Carla	P	448.00
580761	11/1/2006	0000001115	Hand of Wisdom	P	345.80
580762	11/1/2006	0000002809	High Desert Homeless Services, Inc.	P	4,500.00
580763	11/1/2006	0000003626	Hunter, Robert C.	P	124.60
580764	11/1/2006	0000014247	Inland Energy, Inc.	P	100,000.00
580765	11/1/2006	0000013828	Jauss, George	P	336.88
580766	11/1/2006	0000015825	Jensen, Eric	P	628.00
580767	11/1/2006	0000015906	Jomaa, Walid	P	703.50
580768	11/1/2006	0000004787	Kuhlmann, Eulema	P	20.63
580769	11/1/2006	0000001439	League of California Cities	P	40.00
580770	11/1/2006	0000007566	Legal Aid Society of San Bernardino, Ir	P	1,309.93

Check No.	Date	Vendor		Payment Status	Payment Amount
580771	11/1/2006	0000007793	Marriott Hotel	P	470.88
580772	11/1/2006	0000015310	McBride, Susan L.	P	267.60
580773	11/1/2006	0000006150	McKinley, Jesse	P	36.73
580774	11/1/2006	0000002956	Keith C. Metzler	P	64.00
580775	11/1/2006	0000002956	Keith C. Metzler	P	89.00
580776	11/1/2006	0000001595	Mojave Basin Area Watermaster	P	788.55
580777	11/1/2006	0000015407	Morris, Nathan Vern	P	35.00
580778	11/1/2006	0000010543	Mundell, Leiah	P	196.38
580779	11/1/2006	0000014606	MWR	P	30.00
580780	11/1/2006	0000001674	National Seminars Group	P	399.00
580781	11/1/2006	0000015817	Nelson, Lisa	P	675.50
580782	11/1/2006	0000008678	One 2 One Mentors, Inc	P	1,250.00
580783	11/1/2006	0000015420	OPT Victor Plaza	P	100.98
580784	11/1/2006	0000016576	Osorto, Juan and Marta Consuelo	P	400.00
580785	11/1/2006	0000001748	P.A.P.A.	P	150.00
580786	11/1/2006	0000016582	Peninsula Library System	P	75.00
580787	11/1/2006	0000013879	Riding, Paul	P	141.75
580788	11/1/2006	0000001965	Rio Hondo Community College	P	43.00
580789	11/1/2006	0000011023	RK Gott's Tumbling	P	2,203.95
580790	11/1/2006	0000003582	Rothschild, Mike	P	93.38
580791	11/1/2006	0000014515	Sauve, Jaime	P	1,393.70
580792	11/1/2006	0000002037	San Bernardino County	P	12.00
580793	11/1/2006	0000014902	Seishin Shotokan Karate, Inc.	P	668.50
580794	11/1/2006	0000013712	SHRM Society for Human Resources M	P	160.00
580795	11/1/2006	0000015450	Sierra, Ramon	P	140.00
580796	11/1/2006	0000009739	Silva, Kelly	P	140.00
580797	11/1/2006	0000006009	Skillpath Seminars	P	199.00
580798	11/1/2006	0000008684	Stinson, Jeff	P	64.64
580799	11/1/2006	0000002204	Southwest Gas Corporation	P	7,967.75
580800	11/1/2006	0000003054	Valentino's Pizza	P	46.05
580801	11/1/2006	0000015620	Veliz, Elva	P	50.00
580802	11/1/2006	0000002505	Victorville Disposal, Inc.	P	514,505.67
580803	11/1/2006	0000002782	Victor Valley Domestic Violence, Inc.	P	2,916.62
580804	11/1/2006	0000002506	Victorville Firemen's Association	P	312.50
580805	11/1/2006	0000000198	City of Victorville, Cash	P	259.25
580806	11/1/2006	0000002504	City of Victorville Sanitation	P	25.03
580807	11/1/2006	0000006053	Westwinds Golf Club	P	35.00
580808	11/1/2006	0000012141	Wicker, Tina	P	558.00
580809	11/1/2006	0000002818	Craig Willhite's Instruction	P	595.00
580810	11/1/2006	0000007776	Yasenovsky, Liz	P	13.33
580811	11/1/2006	0000002639	Young Champions	P	3,095.20
				Check Total:	3,496,916.23

Commercial Demand

Check No.	Date	Vendor		Payment Status	Payment Amount
576846	7/19/2006	0000000303	Costco	V	-40.00
579884	10/11/2006	0000010777	All American Golf	V	-95.71
580088	10/18/2006	0000014554	BNI Publications	V	-115.20
580286	10/18/2006	0000000492	California Park and Recreation	V	-45.00
580812	11/8/2006	0000000006	A & L Builders Supply	P	222.17
580813	11/8/2006	0000002695	A-1 Portables	P	495.09
580814	11/8/2006	0000000001	A-Action Towing	P	90.00
580815	11/8/2006	0000000025	AA Equipment Rental Co.	P	980.17
580816	11/8/2006	0000014638	Accurate Overhead Door Systems	P	1,485.00
580817	11/8/2006	0000000060	City of Adelanto	P	62,190.00
580818	11/8/2006	0000006988	Adelanto Elementary School District	P	598,614.00
580819	11/8/2006	0000000063	Advanced Technology	P	36.90
580820	11/8/2006	0000009866	Agencies Tool Center, Inc.	P	566.74
580821	11/8/2006	0000006716	Airgas West	P	56.87
580822	11/8/2006	0000009539	Alta Planning + Design	P	42,435.00
580823	11/8/2006	0000009285	American Cancer Society	P	100.00
580824	11/8/2006	0000013354	American Rotary Broom Co.	P	1,326.12
580825	11/8/2006	0000000034	APWA	P	1,170.00
580826	11/8/2006	0000016359	AT Systems Security Inc.	P	10,192.91
580827	11/8/2006	0000008063	Automatic Heating	P	503.52
580828	11/8/2006	0000000179	Apple Valley Fire Protection District	P	357,658.00
580829	11/8/2006	0000004957	Town of Apple Valley	P	1,991,111.57
580830	11/8/2006	0000007825	Apple Valley Unified School District	P	414,899.00
580831	11/8/2006	0000010091	Axces Industrial Supply Inc.	P	348.34
580832	11/8/2006	0000011360	B3 Backflow	P	375.00
580833	11/8/2006	0000000265	Baldy Mesa Water District	P	1,093.09
580834	11/8/2006	0000000265	Baldy Mesa Water District	P	157,073.00
580835	11/8/2006	0000012405	Barnes Distribution	P	295.81
580836	11/8/2006	0000000275	Barr Lumber	P	203.49
580837	11/8/2006	0000000290	Battery Mart	P	1,906.21
580838	11/8/2006	0000000293	Beaumont Yamaha/Kawasaki	P	874.35
580839	11/8/2006	0000000297	Beck Oil, Inc.	P	497.39
580840	11/8/2006	0000016175	Benz Construction	P	505.43
580841	11/8/2006	0000000311	Best Access Systems/	P	151.02
580842	11/8/2006	0000000312	Best, Best & Krieger	P	18,346.92
580843	11/8/2006	0000013182	Best Equipment Service	P	284.01
580844	11/8/2006	0000015776	BestLine Eyewear Wholesalers	P	130.00
580845	11/8/2006	0000016358	Blue Diamond	P	429.39
580846	11/8/2006	0000000253	BNI Building News	P	21.13
580847	11/8/2006	0000000380	Burrtec Waste Industries	P	63,627.45
580848	11/8/2006	0000000456	Calcon Electric Supply	P	558.85
580849	11/8/2006	0000002720	California Tool & Welding Supply	P	43.51
580850	11/8/2006	0000000618	CDW Government, Inc.	P	2,146.87
580851	11/8/2006	0000000543	Chabin Concepts, Inc.	P	1,050.00
580852	11/8/2006	0000008522	Charter Communications	P	388.81
580853	11/8/2006	0000016590	Chung, Cyril	P	21.65
580854	11/8/2006	0000000585	Club Ed	P	15.84
580855	11/8/2006	0000010435	CMC Custom Gifts, Inc.	P	376.11
580856	11/8/2006	0000015509	CM Distributors	P	17,642.76
580857	11/8/2006	0000009672	Colton Truck Supply	P	95.04
580858	11/8/2006	0000015961	Cross Match Technologies, Inc.	P	16,599.78
580859	11/8/2006	0000000712	Daily Press	P	2,820.45
580860	11/8/2006	0000000737	John C. Davis	P	10,837.88

Check No.	Date	Vendor		Payment Status	Payment Amount
580861	11/8/2006	0000000743	Dell Marketing L.P.	P	14,233.74
580862	11/8/2006	0000006702	Desert Pageants	P	300.00
580863	11/8/2006	0000000761	Desert Stationers	P	223.97
580864	11/8/2006	0000008350	Desert Survival Guide	P	225.00
580865	11/8/2006	0000013744	Dinter Engineering	P	446.91
580866	11/8/2006	0000010956	Dos Costas Communications Corporatic	P	1,000.00
580867	11/8/2006	0000000848	Earthlink Network, Inc.	P	19.95
580868	11/8/2006	0000004912	Ecology Control Industries	P	884.24
580869	11/8/2006	0000000875	Endura Steel, Inc.	P	30.20
580870	11/8/2006	0000004553	Enviro Chek	P	4,082.23
580871	11/8/2006	0000013349	Epic Land Solutions, Inc.	P	14,469.82
580872	11/8/2006	0000016584	Ernst, Joe	P	200.00
580873	11/8/2006	0000015760	Fastenal Company	P	168.37
580874	11/8/2006	0000000917	Federal Express Corp.	P	24.16
580875	11/8/2006	0000011539	Ferguson Enterprises, Inc. #677	P	122.40
580876	11/8/2006	0000013384	Fish Window Cleaning	P	125.00
580877	11/8/2006	0000016591	Flipfold	P	41.27
580878	11/8/2006	0000016589	Follin, Rocco	P	19.50
580879	11/8/2006	0000000969	FootJoy	P	527.50
580880	11/8/2006	0000009437	Fore-Par	P	418.99
580881	11/8/2006	0000016598	G & F Trailers	P	750.00
580882	11/8/2006	0000001015	Gall's Inc.	P	1,597.12
580883	11/8/2006	0000001740	G.A. Osborne Pipe-Supply	P	247.81
580884	11/8/2006	0000001025	Gempler's Inc.	P	90.20
580885	11/8/2006	0000016588	Global Gov't/Ed	P	14.00
580886	11/8/2006	0000001047	Global Tour Golf, Inc.	P	162.33
580887	11/8/2006	0000011689	Golf Ventures West	P	1,831.22
580888	11/8/2006	0000001943	Goodspeed Distributing, Inc.	P	49,604.31
580889	11/8/2006	0000001063	Goodyear Service Store	P	6,433.83
580890	11/8/2006	0000001076	Grainger, Inc.	P	2,794.81
580891	11/8/2006	0000003047	Graves & King	P	5,880.47
580892	11/8/2006	0000011211	Great America Leasing Corp.	P	433.50
580893	11/8/2006	0000001089	Greiner Pontiac Buick	P	258.53
580894	11/8/2006	0000001100	H & E Home Builders	P	64.09
580895	11/8/2006	0000001104	Haaker Equipment Co.	P	1,358.69
580896	11/8/2006	0000001123	Harbor Freight Tools	P	349.95
580897	11/8/2006	0000016585	Harper, Victoria Penny	P	44.50
580898	11/8/2006	0000016594	Hernandez, Javier	P	200.00
580899	11/8/2006	0000003236	Hernandez, Sonya	P	25.00
580900	11/8/2006	0000001151	City of Hesperia	P	817,919.25
580901	11/8/2006	0000001155	Hesperia Hose Supply	P	466.91
580902	11/8/2006	0000006985	Hesperia Park District	P	47,530.00
580903	11/8/2006	0000006986	Hesperia Unified School District	P	277,285.00
580904	11/8/2006	0000000278	Hi Desert Alarm	P	185.00
580905	11/8/2006	0000001162	Hi-Desert Communications	P	245.31
580906	11/8/2006	0000008848	Hi Desert Fire Protection Service	P	218.58
580907	11/8/2006	0000004221	Hi Desert Plan Room	P	86.31
580908	11/8/2006	0000001172	High Desert Backflow	P	70.00
580909	11/8/2006	0000001184	High Desert Laser Graphics	P	86.53
580910	11/8/2006	0000002687	High Desert Stamp & Engraving	P	14.01
580911	11/8/2006	0000001194	Hightech Signs	P	62.07
580912	11/8/2006	0000001218	Home Depot, Inc.	P	2,827.20
580913	11/8/2006	0000015767	Hromadka & Associates	P	9,117.00
580914	11/8/2006	0000001230	Hub Construction Spec., Inc.	P	765.45

Check No.	Date	Vendor		Payment Status	Payment Amount
580915	11/8/2006	0000015311	Ice Energy, Inc.	P	68,619.49
580916	11/8/2006	0000001251	Ice Machine Service	P	569.03
580917	11/8/2006	0000007512	Imperial Sprinkler Supply, Inc.	P	1,061.18
580918	11/8/2006	0000015821	Imperial Supplies, LLC	P	241.66
580919	11/8/2006	0000015455	Industrial Medical Services, Inc	P	63.00
580920	11/8/2006	0000001285	Inland Water Works Supply	P	400.83
580921	11/8/2006	0000014580	Innovative Printing Concept	P	179.08
580922	11/8/2006	0000016499	Inside Plants, Inc.	P	1,264.47
580923	11/8/2006	0000007761	I O S Capital	P	681.99
580924	11/8/2006	0000015822	ITC-Diligence, Inc.	P	1,000.00
580925	11/8/2006	0000003039	Jim's Ott's Pots	P	70.78
580926	11/8/2006	0000001318	J & L Windshield Repair	P	49.00
580927	11/8/2006	0000001059	Joe A. Gonsalves & Son	P	2,770.00
580928	11/8/2006	0000012411	Johnson Power Systems	P	1,050.00
580929	11/8/2006	0000001359	Kamper's Korner	P	120.19
580930	11/8/2006	0000001377	Kempton Company	P	88.16
580931	11/8/2006	0000001399	Kleinfelder, Inc.	P	1,737.23
580932	11/8/2006	0000004807	KONE, Inc.	P	242.42
580933	11/8/2006	0000001426	Lab Safety Supply co.	P	871.38
580934	11/8/2006	0000001420	Lawncare Landscaping	P	1,237.50
580935	11/8/2006	0000001416	Lawson Products, Inc.	P	125.11
580936	11/8/2006	0000016168	Leslie's Cleaning Service	P	5,109.00
580937	11/8/2006	0000004986	Leslie's Pool Supplies	P	143.26
580938	11/8/2006	0000000696	L.N. Curtis & Sons	P	81,134.52
580939	11/8/2006	0000015505	Lord's House of Prayer	P	400.00
580940	11/8/2006	0000008209	Lowe's	P	276.81
580941	11/8/2006	0000011722	Lowe's	P	499.71
580942	11/8/2006	0000013967	Lowe's	P	770.99
580943	11/8/2006	0000001489	M&D Fire Equipment Company, Inc.	P	46.00
580944	11/8/2006	0000002716	MANPOWER	P	1,161.45
580945	11/8/2006	0000000361	Mark Brown & Associates, Inc.	P	200.00
580946	11/8/2006	0000008886	Mark Christopher Chevrolet	P	14.21
580947	11/8/2006	0000015915	Mayer Hoffman McCann P.C.	P	4,164.00
580948	11/8/2006	0000013288	MDA	P	168.00
580949	11/8/2006	0000014157	Merrimac Energy Group	P	13,672.45
580950	11/8/2006	0000001596	Mojave Copy & Printing	P	112.48
580951	11/8/2006	0000001603	Mojave Water Agency	P	122,925.00
580952	11/8/2006	0000001621	Mouser Electronics	P	344.36
580953	11/8/2006	0000008713	MW Peltz & Associates	P	21,172.45
580954	11/8/2006	0000001637	Myers Tire Supply	P	863.48
580955	11/8/2006	0000001648	NAPA Auto Parts	P	7,906.62
580956	11/8/2006	0000005964	Nike USA, Inc.	P	283.99
580957	11/8/2006	0000009644	Northern Safety Co., Inc.	P	376.44
580958	11/8/2006	0000001711	Office Depot	P	1,305.88
580959	11/8/2006	0000002772	OfficeMax	P	161.23
580960	11/8/2006	0000010073	Ohlin Sales Inc.	P	70.93
580961	11/8/2006	0000005341	Oriental Trading Company, Inc.	P	30.75
580962	11/8/2006	0000006987	Oro Grande Elem School District	P	15,762.00
580963	11/8/2006	0000001739	Oshkosh Truck Corporation	P	464.09
580964	11/8/2006	0000001789	Parkhouse Tire, Inc.	P	1,157.90
580965	11/8/2006	0000001800	Paulson Paint	P	1,903.06
580966	11/8/2006	0000001810	Pep Boys	P	194.93
580967	11/8/2006	0000001845	Positive Promotions	P	1,947.10
580968	11/8/2006	0000006228	Precision Fleet Repair	P	160.37

Check No.	Date	Vendor		Payment Status	Payment Amount
580969	11/8/2006	0000013149	Project Partners	P	7,044.96
580970	11/8/2006	0000001886	Prudential Overall Supply	P	2,260.04
580971	11/8/2006	0000011487	Psomas, Inc.	P	13,900.00
580972	11/8/2006	0000016244	PTL Electric, Inc.	P	1,402.50
580973	11/8/2006	0000013625	Pulltarps Manufacturing	P	424.02
580974	11/8/2006	0000001892	Pulmonary Consultants	P	990.00
580975	11/8/2006	0000014577	PureRite Drinking Water	P	33.50
580976	11/8/2006	0000004348	Quill Corporation	P	360.28
580977	11/8/2006	0000004834	Radio Shack	P	126.99
580978	11/8/2006	0000001930	Rancho Motor Company	P	683.92
580979	11/8/2006	0000012436	R.J.B. Trucking	P	2,178.50
580980	11/8/2006	0000001910	R & R Products	P	436.59
580981	11/8/2006	0000002019	Safelite Glass Corp.	P	190.03
580982	11/8/2006	0000002037	San Bernardino County	P	243,230.00
580983	11/8/2006	0000002037	San Bernardino County	P	13,623.69
580984	11/8/2006	0000002037	San Bernardino County	P	485,101.44
580985	11/8/2006	0000002037	San Bernardino County	P	12,946.40
580986	11/8/2006	0000002010	SCE	P	3,097.52
580987	11/8/2006	0000002010	SCE	P	8,217.36
580988	11/8/2006	0000009069	The Senior News	P	175.00
580989	11/8/2006	0000003029	SERCO	P	15,823.00
580990	11/8/2006	0000002111	Service Rock Products	P	3,957.33
580991	11/8/2006	0000007727	Sheu, Fred	P	2,000.00
580992	11/8/2006	0000002155	Smart & Final	P	52.09
580993	11/8/2006	0000002188	Southern California Edison	P	36,799.31
580994	11/8/2006	0000002186	Soutar's	P	173.41
580995	11/8/2006	0000005712	Southern Counties Oil Co.	P	14,872.48
580996	11/8/2006	0000008323	Spectrum Communications Cabling Ser	P	2,023.57
580997	11/8/2006	0000003860	SportsTurf	P	261.71
580998	11/8/2006	0000000256	Sport Supply Group, Inc.	P	760.68
580999	11/8/2006	0000002215	Spray Doctor	P	121.22
581000	11/8/2006	0000002217	Sprint	P	807.72
581001	11/8/2006	0000002228	Standard Insurance Co.	P	4,255.37
581002	11/8/2006	0000002227	Staples Credit Plan	P	160.55
581003	11/8/2006	0000002238	Stater Bros. Markets	P	37.84
581004	11/8/2006	0000014926	Steiny & Company, Inc.	P	22,176.93
581005	11/8/2006	0000007039	Stoody Industrial & Welding Supply, In	P	45.49
581006	11/8/2006	0000002269	Sunland Ford	P	988.46
581007	11/8/2006	0000002204	Southwest Gas Corporation	P	25.00
581008	11/8/2006	0000002313	Target Specialty Products	P	920.10
581009	11/8/2006	0000003171	Tennis & Trophy World	P	71.11
581010	11/8/2006	0000011036	Time Warner Telecom	P	1,523.07
581011	11/8/2006	0000000812	Tom Dodson & Associates	P	19,760.50
581012	11/8/2006	0000002360	Town & Country Tire	P	163.28
581013	11/8/2006	0000002372	Transwest Ford Truck Sales	P	100.11
581014	11/8/2006	0000002790	Treadwell Support Services	P	5,891.67
581015	11/8/2006	0000014613	UniFirst Corporation	P	60.76
581016	11/8/2006	0000002426	United Parcel Service	P	36.48
581017	11/8/2006	0000014536	United Site Services of CA, Inc.	P	2,416.98
581018	11/8/2006	0000002403	URS Corporation	P	2,963.75
581019	11/8/2006	0000016596	Valesquez, Ibbett	P	124.00
581020	11/8/2006	0000002462	Valley Sporting Goods	P	186.09
581021	11/8/2006	0000005697	Verizon	P	688.12
581022	11/8/2006	0000010761	Verizon Internet Solutions	P	89.95

Check No.	Date	Vendor		Payment Status	Payment Amount
581023	11/8/2006	0000002475	Victor Elementary School District	P	521,884.00
581024	11/8/2006	0000008430	Vulcan Materials Company	P	297.88
581025	11/8/2006	0000016522	Victor Valley College	P	520,223.00
581026	11/8/2006	0000013434	Victorville Glass Co., Inc.	P	104.19
581027	11/8/2006	0000002511	Victorville Motors	P	95.69
581028	11/8/2006	0000002862	Victor Valley Towing, Inc.	P	49.84
581029	11/8/2006	0000002486	Victor Valley Union High School Distri	P	1,018,908.00
581030	11/8/2006	0000002499	Victor Valley Water District	P	34,639.72
581031	11/8/2006	0000002498	Victor Valley Wastewater Reclamation	P	587,299.00
581032	11/8/2006	0000011361	Walters Wholesale Electric Co.	P	2,296.39
581033	11/8/2006	0000002554	Waxie Sanitary Supply	P	1,972.11
581034	11/8/2006	0000002555	Wayne's Engine Rebuilders	P	128.68
581035	11/8/2006	0000002574	Western Farm Service, Inc.	P	1,478.33
581036	11/8/2006	0000015293	William Bower Associates Inc.	P	8,788.54
581037	11/8/2006	0000014636	Wingfoot Commercial Tire	P	631.99
581038	11/8/2006	0000002632	Xerox Corporation	P	89.22
581039	11/8/2006	0000002632	Xerox Corporation	P	2,836.04
581040	11/8/2006	0000016571	YBA Shirts, Inc.	P	1,163.64
581041	11/8/2006	0000002648	ZEP Manufacturing	P	239.41
581042	11/8/2006	0000010190	Aircraft Marketing, Inc.	P	25,878.35
581043	11/8/2006	0000000169	Antelope Valley Turf Supply	P	171,213.83
581044	11/8/2006	0000014881	Arteaga, Denisse	P	48.95
581045	11/8/2006	0000008063	Automatic Heating	P	65.00
581046	11/8/2006	0000003195	Carolee Bates	P	59.63
581047	11/8/2006	0000015805	Bennett-Jackson, Bonita	P	210.00
581048	11/8/2006	0000005936	Best Western	P	289.08
581049	11/8/2006	0000005734	Brown, Michael	P	24.92
581050	11/8/2006	0000002924	Cales, Brandon	P	6.23
581051	11/8/2006	0000016599	Canada, Sharon	P	52.83
581052	11/8/2006	0000000556	Chicago Title Co.	P	11.67
581053	11/8/2006	0000016592	Convention Plus	P	292.88
581054	11/8/2006	0000000704	D&E Embroidery	P	124.13
581055	11/8/2006	0000008506	DEO Enterprises	P	9,218.74
581056	11/8/2006	0000005185	Francis, Norm	P	60.00
581057	11/8/2006	0000011677	Holland, Kelley	P	205.83
581058	11/8/2006	0000003109	Kenneth K. Hoppens	P	1,020.00
581059	11/8/2006	0000003626	Hunter, Robert C.	P	77.24
581060	11/8/2006	0000014247	Inland Energy, Inc.	P	231,660.54
581061	11/8/2006	0000004263	Inland Fair Housing & Mediation Board	P	1,660.47
581062	11/8/2006	0000016605	Likiardopoulos, Dean	P	18.88
581063	11/8/2006	0000015334	Little, Trisha	P	7.12
581064	11/8/2006	0000007650	Maaco	P	8,987.12
581065	11/8/2006	0000009316	Mattke, John	P	123.81
581066	11/8/2006	0000016586	McCarrell, Lisa	P	163.71
581067	11/8/2006	0000015790	Mike's Remodeling	P	9,787.00
581068	11/8/2006	0000005879	MISAC	P	200.00
581069	11/8/2006	0000016606	Nichols, Lester E., III	P	1.96
581070	11/8/2006	0000009129	Ogilvie-Harper, Marquita	P	250.00
581071	11/8/2006	0000016595	Patrich, Virginia S.	P	25.00
581072	11/8/2006	0000016593	Perez, Chantal	P	36.82
581073	11/8/2006	0000016604	Ripley's Law	P	50.00
581074	11/8/2006	0000010792	Roberts, Jon	P	3,942.08
581075	11/8/2006	0000002037	San Bernardino County	P	50.00
581076	11/8/2006	0000002037	San Bernardino County	P	16.00

Check No.	Date	Vendor		Payment Status	Payment Amount
581077	11/8/2006	0000002037	San Bernardino County	P	660.00
581078	11/8/2006	0000015450	Sierra, Ramon	P	180.00
581079	11/8/2006	0000002196	Southern California Housing Developm	P	47,451.25
581080	11/8/2006	0000007215	Solis, Sean	P	130.00
581081	11/8/2006	0000013453	Summerfield Suites by Wyndham	P	580.00
581082	11/8/2006	0000013453	Summerfield Suites by Wyndham	P	580.00
581083	11/8/2006	0000007637	Technology & Maintenance Council	P	395.00
581084	11/8/2006	0000016603	Temp Power Systems	P	50.00
581085	11/8/2006	0000016602	Thrifty Car Sales	P	25.00
581086	11/8/2006	0000012412	TIC	P	4,505,675.04
581087	11/8/2006	0000016601	Uni-Bell PVC Pipe Association	P	48.00
581088	11/8/2006	0000006411	City of Victorville	P	1,234.00
581089	11/8/2006	0000002511	Victorville Motors	P	12.50
581090	11/8/2006	0000002504	City of Victorville Sanitation	P	31.94
581091	11/8/2006	0000016597	Victorville Storage, LLC	P	3,309.00
581092	11/8/2006	0000002549	Watereuse	P	105.00
581093	11/8/2006	0000011840	Webb, Bill	P	59.78
				Check Total:	14,082,777.79

CITY OF
VICTORVILLE

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14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: Adair Patterson
Director of Finance

DATE: November 1, 2006

SUBJECT: **PAYROLL WARRANT LIST**

RECOMMENDATION: That the Honorable City Council approve Payroll Demand Schedule No. 4B, for Payroll Period October 7, 2006 through October 20, 2006, in the amount of $1,332,003.38 covering Warrant Nos. 20871 through 20932 and Advice Nos. 106075 through 106619 inclusive and void check Nos. 20146 and 20822.

FISCAL IMPACT: Payroll gross total amount $1,332,003.38

Budget Amount: $1,332,003.38
Budget Account No.: Various

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

✓ No
___ Yes/Amount:

Finance Director Review and Approval

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

AMP/hdk

Attachment - Payroll Warrant List

Consent
#9B
11-21-06

City of Victorville

City Council Payroll Report

Payroll Period Ending: October 20, 2006

Date: 10/31/06

Employee Number	Check #	Total Gross	Check Date
1417	106350	1,762.69	10/27/2006
2396	106491	829.80	10/27/2006
1515	20891	1,836.54	10/27/2006
2501	20888	1,015.83	10/27/2006
1871	106154	1,762.69	10/27/2006
2052	106492	385.00	10/27/2006
1883	106564	3,636.21	10/27/2006
1970	106251	1,965.79	10/27/2006
1305	106565	5,716.53	10/27/2006
2457	106473	863.33	10/27/2006
1097	106252	2,080.23	10/27/2006
1169	106155	1,836.54	10/27/2006
1024	106176	2,811.31	10/27/2006
1005	106092	2,037.31	10/27/2006
2402	106493	264.69	10/27/2006
2432	106494	869.72	10/27/2006
1007	106093	3,757.00	10/27/2006
2473	106419	1,422.24	10/27/2006
1063	106080	1,836.54	10/27/2006
2357	106127	1,562.85	10/27/2006
1746	106351	2,362.69	10/27/2006
2142	106446	1,241.58	10/27/2006
1258	106495	818.56	10/27/2006
2354	106156	1,980.14	10/27/2006
1025	106352	2,312.85	10/27/2006
1520	106253	2,244.30	10/27/2006
2343	106496	1,023.20	10/27/2006
2326	106474	818.56	10/27/2006
1026	106353	1,954.23	10/27/2006
1949	106144	2,632.69	10/27/2006
2043	106157	2,650.93	10/27/2006
2405	106497	389.38	10/27/2006
2484	20901	968.44	10/27/2006
1061	106081	3,843.31	10/27/2006
2210	106334	3,882.00	10/27/2006
1244	106566	6,084.90	10/27/2006
2492	20875	1,923.73	10/27/2006
1099	106254	4,258.51	10/27/2006
1170	106158	5,684.85	10/27/2006
1170	106159	6,714.81	10/27/2006
1457	106094	2,413.92	10/27/2006
1027	106354	1,954.23	10/27/2006
1100	106255	1,954.23	10/27/2006
2329	106498	818.56	10/27/2006
2384	106475	818.56	10/27/2006
1078	106219	3,052.30	10/27/2006
1308	106447	206.93	10/27/2006
1727	106256	1,836.54	10/27/2006
1243	106567	8,519.41	10/27/2006

1187	106568	4,336.83	10/27/2006
2382	20874	306.96	10/24/2006
1101	106257	2,508.28	10/27/2006
1966	106355	1,692.54	10/27/2006
2157	106356	1,437.73	10/27/2006
1849	106177	4,007.00	10/27/2006
1212	20930	5,207.79	10/27/2006
2092	106178	2,575.92	10/27/2006
1699	106499	671.48	10/27/2006
1497	106258	2,466.54	10/27/2006
1739	106570	4,087.61	10/27/2006
2475	20910	548.01	10/27/2006
2079	106448	241.92	10/27/2006
2429	106449	107.52	10/27/2006
1261	20146	(782.08)	6/23/2006
1261	20873	782.08	10/16/2006
1261	20919	818.56	10/27/2006
1721	106571	3,866.34	10/27/2006
1174	106572	5,925.24	10/27/2006
1697	106128	3,195.71	10/27/2006
2192	106259	1,562.85	10/27/2006
1451	106095	2,216.38	10/27/2006
1103	106260	2,263.92	10/27/2006
1973	106096	3,003.31	10/27/2006
1644	106179	2,811.31	10/27/2006
1104	106220	2,080.23	10/27/2006
1833	106573	3,796.31	10/27/2006
2050	106180	1,836.54	10/27/2006
1748	106097	4,840.30	10/27/2006
2377	106357	1,562.85	10/27/2006
1426	106500	716.24	10/27/2006
1225	106129	3,070.69	10/27/2006
2217	20889	2,413.92	10/27/2006
1068	106335	3,433.00	10/27/2006
1227	20931	3,958.28	10/27/2006
2448	106410	3,264.46	10/27/2006
1989	106575	2,423.52	10/27/2006
2476	106336	2,263.92	10/27/2006
2034	106501	908.09	10/27/2006
1030	106358	2,366.43	10/27/2006
1963	106261	2,574.22	10/27/2006
1079	106221	3,481.68	10/27/2006
1898	106262	1,836.54	10/27/2006
1576	106130	2,937.77	10/27/2006
1620	106502	871.29	10/27/2006
2499	20883	2,362.69	10/27/2006
1523	106576	3,328.82	10/27/2006
1437	106476	920.88	10/27/2006
1032	106359	2,080.23	10/27/2006
1105	106263	3,350.01	10/27/2006
2254	106181	2,362.69	10/27/2006
2082	106098	1,727.15	10/27/2006
1962	106420	2,312.85	10/27/2006
1353	106160	965.36	10/27/2006
1033	106360	2,080.23	10/27/2006
1266	106264	2,080.23	10/27/2006

2204	106421	1,774.90	10/27/2006
2323	106182	2,575.92	10/27/2006
2496	20884	2,362.69	10/27/2006
1392	106422	4,406.85	10/27/2006
2205	106361	2,575.92	10/27/2006
1267	106362	1,762.69	10/27/2006
1850	106183	3,356.85	10/27/2006
1767	106099	2,080.23	10/27/2006
1447	106161	2,690.85	10/27/2006
1108	106265	3,139.46	10/27/2006
2214	106450	654.08	10/27/2006
2488	20902	818.56	10/27/2006
2126	106503	869.72	10/27/2006
2231	106145	1,406.35	10/27/2006
2360	106363	1,598.00	10/27/2006
1109	106266	3,044.66	10/27/2006
1268	106504	785.08	10/27/2006
1172	106162	3,210.08	10/27/2006
1110	106267	2,169.77	10/27/2006
2262	106477	818.56	10/27/2006
1111	106268	2,466.54	10/27/2006
1919	106337	3,588.00	10/27/2006
1080	106222	3,757.00	10/27/2006
1750	106269	2,080.23	10/27/2006
2228	106270	1,871.43	10/27/2006
2053	106577	2,627.76	10/27/2006
1112	106271	2,466.54	10/27/2006
1070	20885	3,326.59	10/27/2006
2103	106490	1,177.88	10/27/2006
2282	106451	1,052.80	10/27/2006
2440	106338	2,263.92	10/27/2006
2115	106339	2,690.85	10/27/2006
2327	106478	818.56	10/27/2006
1656	106272	1,705.47	10/27/2006
2364	106184	2,037.31	10/27/2006
2472	20903	1,449.69	10/27/2006
1271	20920	409.28	10/27/2006
2337	106131	2,980.65	10/27/2006
2319	106452	210.56	10/27/2006
2279	106340	2,559.80	10/27/2006
1978	106364	1,799.15	10/27/2006
2139	106100	2,037.31	10/27/2006
1199	106578	4,644.05	10/27/2006
1715	106101	2,124.54	10/27/2006
1165	106223	3,070.69	10/27/2006
2347	106224	1,945.30	10/27/2006
1522	106185	3,282.54	10/27/2006
2105	106186	2,750.38	10/27/2006
1272	106365	2,169.77	10/27/2006
2454	106505	716.24	10/27/2006
2190	106273	1,562.85	10/27/2006
2345	106506	818.56	10/27/2006
2150	106479	818.56	10/27/2006
1037	106423	1,967.66	10/27/2006
2040	20871	851.46	10/12/2006
2040	106445	468.69	10/27/2006

2424	106507	754.61	10/27/2006
2444	106187	2,362.69	10/27/2006
2063	20921	159.69	10/27/2006
1453	106102	2,466.54	10/27/2006
2160	106508	304.06	10/27/2006
1249	106274	2,209.46	10/27/2006
2397	106341	2,276.42	10/27/2006
2487	20904	613.92	10/27/2006
1899	20911	206.93	10/27/2006
2355	106188	1,562.85	10/27/2006
2372	106579	3,112.84	10/27/2006
2026	106082	1,762.69	10/27/2006
2206	106275	2,090.26	10/27/2006
2236	106466	767.40	10/27/2006
2125	106342	2,206.16	10/27/2006
2259	106225	3,813.43	10/27/2006
1971	106424	1,799.15	10/27/2006
1315	106163	2,563.09	10/27/2006
2369	106226	3,590.85	10/27/2006
2020	106509	370.91	10/27/2006
2312	106276	1,422.24	10/27/2006
2087	106366	1,626.08	10/27/2006
1987	20912	1,151.36	10/27/2006
1190	106580	4,243.57	10/27/2006
1841	20892	1,914.08	10/27/2006
1407	106227	3,210.08	10/27/2006
1448	20922	549.97	10/27/2006
1009	106103	3,757.00	10/27/2006
1117	106277	3,282.54	10/27/2006
1118	106189	2,811.31	10/27/2006
1232	106581	6,572.94	10/27/2006
2163	106278	1,995.31	10/27/2006
2391	106411	2,080.23	10/27/2006
1740	106582	2,731.60	10/27/2006
2099	106367	1,406.35	10/27/2006
1625	106279	2,466.54	10/27/2006
1233	106583	7,101.70	10/27/2006
2248	20897	1,562.85	10/27/2006
2221	106132	1,995.31	10/27/2006
1316	106453	206.93	10/27/2006
1801	106133	1,914.08	10/27/2006
2486	106440	818.56	10/27/2006
2363	106164	1,799.15	10/27/2006
2436	106454	322.56	10/27/2006
1218	106584	4,239.64	10/27/2006
1319	106455	41.23	10/27/2006
1588	106280	1,914.08	10/27/2006
2305	20913	58.24	10/27/2006
2189	106104	2,080.23	10/27/2006
2109	106510	1,023.20	10/27/2006
1119	20893	2,274.21	10/27/2006
1038	106368	5,625.92	10/27/2006
1082	106228	2,080.23	10/27/2006
2084	106369	1,692.54	10/27/2006
1706	106412	3,715.85	10/27/2006
1011	106105	2,362.69	10/27/2006

1901	106229	4,634.31	10/27/2006
1698	106281	2,362.69	10/27/2006
1890	106425	1,914.08	10/27/2006
2366	106106	1,594.23	10/27/2006
2452	106190	2,263.92	10/27/2006
1121	106282	3,021.74	10/27/2006
1664	106511	755.84	10/27/2006
2062	106370	1,626.08	10/27/2006
2431	20914	250.88	10/27/2006
1123	106283	2,998.68	10/27/2006
1903	106371	1,594.23	10/27/2006
2278	106230	2,811.31	10/27/2006
2443	106191	1,406.35	10/27/2006
2324	106343	2,169.77	10/27/2006
2181	20894	2,031.54	10/27/2006
1865	106284	1,626.08	10/27/2006
2039	106512	920.88	10/27/2006
1597	106585	2,473.63	10/27/2006
2223	106192	2,037.31	10/27/2006
1335	106586	6,212.48	10/27/2006
2297	106513	536.89	10/27/2006
2031	106134	2,690.85	10/27/2006
1749	106344	2,690.85	10/27/2006
2209	106193	1,836.54	10/27/2006
1234	106587	8,918.92	10/27/2006
2386	20923	755.84	10/27/2006
2462	106514	543.58	10/27/2006
2113	106413	3,407.54	10/27/2006
2025	106515	749.62	10/27/2006
1197	106588	6,420.61	10/27/2006
2500	20905	306.96	10/27/2006
2463	106456	658.69	10/27/2006
1610	106516	489.22	10/27/2006
2350	106165	1,898.60	10/27/2006
1084	106231	2,937.77	10/27/2006
1957	106146	1,954.23	10/27/2006
2108	106562	1,000.42	10/27/2006
2108	106563	306.96	10/27/2006
2403	106517	716.24	10/27/2006
1723	106285	2,370.39	10/27/2006
1999	106345	1,638.42	10/27/2006
2107	106426	1,648.86	10/27/2006
1125	106286	2,466.54	10/27/2006
1124	106287	2,690.85	10/27/2006
2336	106135	2,575.92	10/27/2006
1277	106518	220.63	10/27/2006
2120	106467	150.00	10/27/2006
1760	106288	2,160.29	10/27/2006
1952	106414	1,762.69	10/27/2006
2401	106519	183.75	10/27/2006
2090	106232	3,843.31	10/27/2006
2093	106372	2,690.85	10/27/2006
2378	106520	818.56	10/27/2006
1777	106457	206.93	10/27/2006
2069	106373	1,692.54	10/27/2006
1975	106521	236.62	10/27/2006

1547	106194	2,362.69	10/27/2006
2441	106083	1,757.58	10/27/2006
1758	106374	2,937.77	10/27/2006
1866	106375	1,957.75	10/27/2006
2225	106195	2,575.92	10/27/2006
1990	106427	2,355.96	10/27/2006
1040	106376	1,954.23	10/27/2006
1126	106289	2,858.15	10/27/2006
1230	106522	370.91	10/27/2006
1127	106290	3,882.00	10/27/2006
2450	106196	2,466.54	10/27/2006
2340	106291	1,626.08	10/27/2006
2252	106589	3,498.47	10/27/2006
2258	106147	3,389.46	10/27/2006
2328	106458	206.93	10/27/2006
1128	106292	2,937.77	10/27/2006
2019	106107	1,799.15	10/27/2006
1915	106523	235.52	10/27/2006
1012	106108	2,198.96	10/27/2006
1513	106293	1,799.15	10/27/2006
1250	106480	818.56	10/27/2006
1744	106428	2,687.82	10/27/2006
1162	106377	2,466.54	10/27/2006
2250	106524	319.75	10/27/2006
1207	106590	7,810.46	10/27/2006
2286	106481	818.56	10/27/2006
2381	20886	1,562.85	10/27/2006
2316	106109	1,874.85	10/27/2006
2449	106084	2,080.23	10/27/2006
1518	106110	3,757.00	10/27/2006
1544	106111	2,413.92	10/27/2006
1855	106468	150.00	10/27/2006
2098	106085	1,692.54	10/27/2006
1907	106294	2,466.54	10/27/2006
2246	106378	1,799.15	10/27/2006
2298	106459	103.04	10/27/2006
1086	106233	2,575.92	10/27/2006
2264	106379	1,569.17	10/27/2006
1131	106295	2,811.31	10/27/2006
1201	106591	5,342.79	10/27/2006
2392	106525	755.84	10/27/2006
1188	20882	4,406.85	10/27/2006
2118	106296	1,820.63	10/27/2006
1710	106086	1,995.31	10/27/2006
2321	106526	1,073.03	10/27/2006
2049	106075	1,836.54	10/27/2006
1998	106234	3,067.63	10/27/2006
2314	106527	754.61	10/27/2006
2404	106528	417.81	10/27/2006
2494	20878	1,914.08	10/27/2006
2102	106197	1,626.08	10/27/2006
2097	106136	1,836.54	10/27/2006
2266	106529	526.76	10/27/2006
2376	106235	2,690.85	10/27/2006
2233	106137	1,995.31	10/27/2006
1132	106297	1,692.54	10/27/2006

2119	106298	1,562.85	10/27/2006
2195	106299	2,188.78	10/27/2006
1953	106198	1,954.23	10/27/2006
1979	106530	729.03	10/27/2006
1510	106380	2,080.23	10/27/2006
2256	106592	2,557.25	10/27/2006
1643	106381	2,937.77	10/27/2006
1988	106593	2,785.25	10/27/2006
1282	106382	1,954.23	10/27/2006
1955	106300	1,758.13	10/27/2006
1607	106531	447.65	10/27/2006
2387	106532	786.59	10/27/2006
1066	106199	1,836.54	10/27/2006
1449	106301	4,571.82	10/27/2006
2006	106415	2,080.23	10/27/2006
2379	106383	1,954.23	10/27/2006
2251	106594	2,905.96	10/27/2006
1524	106595	3,970.42	10/27/2006
2247	106533	901.70	10/27/2006
1321	106596	4,450.63	10/27/2006
1134	106302	2,169.77	10/27/2006
2310	106384	1,626.08	10/27/2006
2111	106303	2,182.80	10/27/2006
2134	106304	2,188.63	10/27/2006
1194	106597	3,963.19	10/27/2006
1087	106429	1,836.54	10/27/2006
1135	106305	2,466.54	10/27/2006
2470	106167	1,606.19	10/27/2006
2302	106385	1,943.99	10/27/2006
1014	106112	1,836.54	10/27/2006
2353	106168	2,209.87	10/27/2006
1322	106460	376.96	10/27/2006
1757	106469	150.00	10/27/2006
1377	106430	2,388.94	10/27/2006
1088	106236	5,884.85	10/27/2006
1015	106113	2,216.38	10/27/2006
1394	106306	2,612.82	10/27/2006
2122	106534	204.64	10/27/2006
1043	106386	2,868.22	10/27/2006
1136	106307	2,378.45	10/27/2006
1632	106308	2,555.18	10/27/2006
1077	106309	1,836.54	10/27/2006
2466	106535	543.58	10/27/2006
1635	106114	3,757.00	10/27/2006
2455	106536	511.60	10/27/2006
1064	106416	5,379.46	10/27/2006
1653	106470	150.00	10/27/2006
2334	106148	1,562.85	10/27/2006
2445	106200	2,362.69	10/27/2006
1137	106310	2,169.77	10/27/2006
1017	106115	3,139.46	10/27/2006
2237	106116	4,212.80	10/27/2006
1703	106237	3,757.00	10/27/2006
2442	20887	1,562.85	10/27/2006
2071	106201	2,362.69	10/27/2006
2438	106202	1,923.73	10/27/2006

1941	106238	2,966.23	10/27/2006
1400	106417	2,513.78	10/27/2006
1655	106311	1,936.52	10/27/2006
2342	106537	972.04	10/27/2006
1389	106312	2,036.29	10/27/2006
1139	106439	1,836.54	10/27/2006
2383	106482	1,151.10	10/27/2006
2489	20895	1,865.11	10/27/2006
2239	20924	716.24	10/27/2006
1140	20822	(2,108.10)	10/13/2006
1140	20872	2,108.10	10/16/2006
1140	20896	1,954.23	10/27/2006
2480	106441	999.68	10/27/2006
1081	106431	2,466.54	10/27/2006
1173	106169	2,466.54	10/27/2006
1242	106170	2,247.66	10/27/2006
1621	106117	4,531.85	10/27/2006
2322	20915	376.96	10/27/2006
2474	106346	2,263.92	10/27/2006
2067	106461	206.93	10/27/2006
1044	106387	2,690.85	10/27/2006
1937	106432	2,698.97	10/27/2006
1875	106203	1,836.54	10/27/2006
2287	106149	1,562.85	10/27/2006
2275	106118	1,799.15	10/27/2006
1531	106598	3,851.70	10/27/2006
1961	106462	215.04	10/27/2006
1336	106599	5,982.72	10/27/2006
1427	106388	2,362.69	10/27/2006
2495	20879	1,884.06	10/27/2006
1439	106313	2,253.33	10/27/2006
1333	106600	4,157.88	10/27/2006
2482	20906	839.36	10/27/2006
2478	106442	624.80	10/27/2006
2497	20880	1,914.08	10/27/2006
1612	106314	1,727.15	10/27/2006
1062	106087	1,914.08	10/27/2006
1046	106389	1,836.54	10/27/2006
1364	106601	2,530.42	10/27/2006
1790	106076	2,362.69	10/27/2006
2390	20925	831.35	10/27/2006
2451	106347	2,313.00	10/27/2006
2335	20918	754.61	10/27/2006
1287	106390	2,216.38	10/27/2006
2046	106315	1,836.54	10/27/2006
2208	106602	2,758.81	10/27/2006
2409	106348	2,326.42	10/27/2006
2468	106239	2,690.85	10/27/2006
2308	106538	195.05	10/27/2006
1090	106240	2,668.43	10/27/2006
1003	106119	5,684.85	10/27/2006
2410	106539	908.09	10/27/2006
1142	106438	5,819.14	10/27/2006
1415	106603	2,610.87	10/27/2006
2240	106204	2,466.54	10/27/2006
1533	106120	2,037.31	10/27/2006

1902	106121	2,750.38	10/27/2006
2375	20899	1,626.08	10/27/2006
1178	106171	4,406.85	10/27/2006
1073	106433	3,757.00	10/27/2006
1202	20932	4,243.57	10/27/2006
2290	106540	1,035.99	10/27/2006
1168	106605	3,415.93	10/27/2006
1332	106606	2,915.72	10/27/2006
1776	106241	3,070.69	10/27/2006
1254	106316	2,378.45	10/27/2006
2498	20876	2,080.23	10/27/2006
2485	20907	999.68	10/27/2006
2226	106471	150.00	10/27/2006
1203	106607	7,218.01	10/27/2006
2361	106122	1,594.23	10/27/2006
1208	106608	3,920.08	10/27/2006
2263	106609	5,266.44	10/27/2006
1045	106242	2,575.92	10/27/2006
2368	106483	1,215.05	10/27/2006
2178	106138	2,312.85	10/27/2006
1815	106541	433.13	10/27/2006
1838	106542	1,023.20	10/27/2006
1001	106150	5,684.85	10/27/2006
1873	106543	1,023.20	10/27/2006
1762	106434	2,124.54	10/27/2006
1733	106610	2,727.27	10/27/2006
1629	106077	4,921.62	10/27/2006
2008	106391	1,995.31	10/27/2006
1877	106392	3,882.00	10/27/2006
1742	106205	2,850.14	10/27/2006
2341	106139	2,690.85	10/27/2006
2128	106206	1,562.85	10/27/2006
2009	106393	1,562.85	10/27/2006
1091	106088	10,112.92	10/27/2006
2114	106207	2,873.62	10/27/2006
2220	106243	1,626.08	10/27/2006
1950	106089	5,379.46	10/27/2006
2096	106394	1,562.85	10/27/2006
1338	106317	2,786.21	10/27/2006
1145	106318	3,253.71	10/27/2006
2313	106544	204.64	10/27/2006
2229	106472	1,249.85	10/27/2006
2418	106545	63.44	10/27/2006
2320	106484	844.14	10/27/2006
1751	106123	3,511.00	10/27/2006
2434	106546	818.56	10/27/2006
1146	106319	2,231.19	10/27/2006
1147	106320	2,312.85	10/27/2006
2393	106547	1,023.20	10/27/2006
1626	106395	3,882.00	10/27/2006
2380	20926	978.44	10/27/2006
1048	106396	3,757.00	10/27/2006
2491	20877	2,206.19	10/27/2006
1342	20890	3,115.99	10/27/2006
2060	106548	428.75	10/27/2006
1049	106397	2,509.31	10/27/2006

2235	106124	1,954.23	10/27/2006
1614	106151	2,873.62	10/27/2006
2465	20900	1,562.85	10/27/2006
1964	106321	2,905.00	10/27/2006
1452	106140	3,558.00	10/27/2006
2117	106208	2,575.92	10/27/2006
1938	106549	207.67	10/27/2006
2300	106125	1,954.23	10/27/2006
2374	106245	2,690.85	10/27/2006
2307	106550	202.60	10/27/2006
2479	20908	999.68	10/27/2006
2428	20916	322.56	10/27/2006
2459	106485	818.56	10/27/2006
1181	106611	5,988.48	10/27/2006
2471	106078	1,762.69	10/27/2006
2002	106209	1,914.08	10/27/2006
2249	106210	2,362.69	10/27/2006
1904	106322	2,263.92	10/27/2006
2027	106435	2,286.42	10/27/2006
2352	106172	1,899.47	10/27/2006
1859	106436	5,884.85	10/27/2006
1959	106398	1,836.54	10/27/2006
2054	106152	2,312.85	10/27/2006
1328	106612	6,507.72	10/27/2006
1862	106463	551.82	10/27/2006
2038	106399	1,692.54	10/27/2006
1152	106323	4,721.62	10/27/2006
1051	106400	2,312.85	10/27/2006
1022	106126	2,466.54	10/27/2006
1000	106141	5,884.85	10/27/2006
1747	106324	2,466.54	10/27/2006
1852	106173	2,690.85	10/27/2006
1851	106211	3,210.08	10/27/2006
1454	106174	2,873.62	10/27/2006
1996	106246	2,362.69	10/27/2006
1893	106325	1,799.15	10/27/2006
1155	106437	2,425.34	10/27/2006
1627	106212	3,433.00	10/27/2006
2202	106247	2,274.21	10/27/2006
2197	106401	1,972.92	10/27/2006
1334	106613	7,457.15	10/27/2006
1906	106326	2,574.22	10/27/2006
1707	106142	2,466.54	10/27/2006
2427	106464	85.12	10/27/2006
2074	106327	1,692.54	10/27/2006
2032	106143	3,136.83	10/27/2006
2395	106418	2,080.23	10/27/2006
2458	106551	927.28	10/27/2006
2291	106465	215.04	10/27/2006
1053	106402	2,300.50	10/27/2006
1648	106403	1,954.23	10/27/2006
2257	106486	818.56	10/27/2006
2330	106552	1,167.09	10/27/2006
2490	20927	441.26	10/27/2006
2446	106213	1,406.35	10/27/2006
1822	106328	1,836.54	10/27/2006

2042	106153	4,093.31	10/27/2006
1157	106329	1,836.54	10/27/2006
1792	106553	108.72	10/27/2006
2483	20909	874.72	10/27/2006
1581	106330	2,323.45	10/27/2006
1534	106214	2,362.69	10/27/2006
2408	106443	486.02	10/27/2006
1752	106331	2,263.92	10/27/2006
2267	20928	684.27	10/27/2006
2389	106554	818.56	10/27/2006
1932	20898	1,562.85	10/27/2006
2493	20881	1,914.08	10/27/2006
2460	106487	818.56	10/27/2006
2339	106404	1,562.85	10/27/2006
2344	20929	856.93	10/27/2006
2253	106614	3,201.02	10/27/2006
1412	106555	920.88	10/27/2006
2467	106215	2,362.69	10/27/2006
2359	106556	812.17	10/27/2006
1176	106615	3,531.64	10/27/2006
2477	106079	2,080.23	10/27/2006
2388	106557	946.46	10/27/2006
1330	20917	689.77	10/27/2006
1177	106616	3,364.87	10/27/2006
1917	106558	484.05	10/27/2006
1056	106405	2,466.54	10/27/2006
1057	106406	1,993.65	10/27/2006
2211	106216	2,575.92	10/27/2006
2047	106217	5,884.85	10/27/2006
2138	106090	2,936.31	10/27/2006
1414	106617	3,213.94	10/27/2006
1182	106618	6,700.84	10/27/2006
1211	106619	5,148.79	10/27/2006
1343	106248	2,750.38	10/27/2006
1058	106407	1,954.23	10/27/2006
1766	106488	716.24	10/27/2006
2091	106218	2,575.92	10/27/2006
1977	106559	211.04	10/27/2006
2348	106489	818.56	10/27/2006
2191	106408	1,562.85	10/27/2006
1094	106249	4,508.72	10/27/2006
1159	106332	2,080.23	10/27/2006
1545	106091	2,263.92	10/27/2006
1912	106560	599.38	10/27/2006
2481	106444	1,249.28	10/27/2006
1729	106333	2,080.23	10/27/2006
2203	106409	3,715.85	10/27/2006
1304	106561	460.44	10/27/2006
1503	106250	2,263.92	10/27/2006
2260	106349	2,642.22	10/27/2006
1205	106175	3,210.08	10/27/2006
		1,332,003.38	

MEMORANDUM

DATE November 6, 2006

FROM Jon E. Gargan
Director of Community Services

TO Carolee Bates
City Clerk

SUBJECT **COMMUNITY SERVICES DEPARTMENT - REPORTS**

Attached are copies of the September 2006 activities and service reports prepared by the Community Services Department. It is requested that these items be forwarded to the City Council for their review.

JEG:mv

Attachments

Consent
#9C1
11-21-06

GREEN TREE GOLF COURSE
MONTHLY REPORT OF SERVICES AND ACTIVITIES - FY-06/07

Submitted by Janie Lynch, Golf Activities Supervisor **For the Month of September 2006**

	MONTHLY		YEAR-TO-DATE	
	Last Year	This Year	Last Year	This Year
GOLF PLAY REVENUE				
Green Fees	$ 36,621.25	$ 33,097.20	$ 98,966.50	$ 91,794.95
Memberships	$ 3,605.06	$ 5,482.98	$ 11,704.51	$ 13,974.41
Prime-Time Memberships	$ 435.00	$ 550.00	$ 1,325.00	$ 1,395.00
Golf Cars Rental	$ 28,504.01	$ 25,291.00	$ 79,031.74	$ 73,819.50
Private Car - Daily	$ 533.00	$ 396.00	$ 1,826.50	$ 1,260.00
Private Car - Monthy (From Pro Shop)	$ 725.00	$ 400.00	$ 3,575.00	$ 1,450.00
Junior Membership	$ -	$ -	$ -	$ -
SUB TOTAL	**$ 70,423.32**	**$ 65,217.18**	**$ 196,429.25**	**$ 183,693.86**
GOLF SHOP REVENUE				
Club Rental	$ 95.00	$ 375.00	$ 630.00	$ 905.00
Lessons	$ -	$ -	$ -	$ -
Balls	$ 2,258.63	$ 1,876.32	$ 6,465.07	$ 6,733.16
Clubs	$ 371.79	$ 1,293.33	$ 2,039.32	$ 4,701.75
Merchandise	$ 2,500.68	$ 2,164.44	$ 9,895.71	$ 7,811.38
Sales Tax	$ 396.99	$ 413.39	$ 1,423.30	$ 1,492.08
SUB TOTAL	**$ 5,623.09**	**$ 6,122.48**	**$ 20,453.40**	**$ 21,643.37**
CONCESSION REVENUE				
5% of Gross Sales**	$ 886.69	$ 857.71	$ 2,776.28	$ 2,645.55
Rent	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00
SUB TOTAL	**$ 1,886.69**	**$ 1,857.71**	**$ 5,776.28**	**$ 5,645.55**

****Concession sales always 30 days in arrears**

SUB TOTAL	*	*	*	*
TOTAL REVENUE	$ 77,934.01	$ 76,197.37	$ 222,658.93	$ 210,982.78

***Revenue from City Hall not reveived**

MEMBERSHIP ROUNDS				
Membership	271	276	934	871
Weekend Prime-Time Members	87	110	265	279
SUB TOTAL	**358**	**386**	**1,199**	**1,150**
18 HOLE ROUNDS				
Weekday Rounds	208	246	626	714
Weekday Non Prime Time	204	173	607	443
Weekend/Holiday Rounds	321	329	927	856
Weekend/Holiday Non Prime Time	130	102	327	301
Senior Weekday Rounds	272	213	696	544
Senior Weekday Non Prime Time	64	72	141	140
Senior Weekend/Holiday Rounds	147	154	422	416
Senior Weekend/Holiday Non Prime Time	24	27	69	67
Military	82	61	227	162
Junior	16	22	109	62
Discount - Weekday	62	10	106	46
Discount - Weekend	15	8	52	26
Discount-Hotel	41	11	64	32
Tournament Rounds	332	123	590	310
SUB TOTAL	**1,918**	**1,551**	**4,963**	**4,119**

GREEN TREE GOLF COURSE
MONTHLY REPORT OF SERVICES AND ACTIVITIES - FY-06/07

Page 2 - Green Tree Golf Course September 2006

	YEAR-TO-DATE		YEAR-TO-DATE	
	Last Year	This Year	Last Year	This Year
NON-PAID				
Men's Club	9	0	9	0
Women's Club	0	0	0	0
Schools (High School & Middle School Teams)	0	0	0	0
VIP	0	0	4	0
New Resident Courtesy Card	1	0	4	0
Promotional Prizes/Donations	6	2	12	10
SUB TOTAL	**16**	**2**	**29**	**10**
9 HOLE ROUNDS				
Weekday Rds	39	60	115	129
Weekday Non Prime Time	68	78	268	263
Weekday Non Prime Time (3 hrs. before sunset)	342	303	1,282	1,336
Weekend/Holiday Rds	15	44	62	86
Weekend/Holiday Non Prime Time	33	68	111	157
Weekend/Holiday NPT (3hrs. before sunset)	85	102	316	257
Senior Weekday Rds	42	66	110	174
Senior Weekday Non Prime Time	67	64	140	205
Senior Weekend/Holiday Rds	2	10	16	20
Senior Weekend/Holiday Non Prime Time	28	35	103	116
Miltary/Juniors	17	17	78	68
SUB TOTAL (9 HOLE ROUNDS)	**738**	**847**	**2,601**	**2,811**
TOTAL ROUNDS	**3,030**	**2,786**	**8,792**	**8,090**
CONCESSIONAIRE				
Number of golf-related events	4	1	9	5
Number of non-golf related events onsite	0	4	4	9
Number of non-golf related events offsite	6	9	14	18
Total Number of Events	**10**	**14**	**27**	**32**
MEMBERSHIPS	Dual membership with Westwinds Golf Course			
Total Number	73	84		
New Members	0	4		
MISCELLANEOUS				
Twilight Cars	539	542	1,866	1,785
Average Daily Play	105	95		
# Tournaments/ # Players (inc. in total rds)	16/407	9/197	28/883	13/350
WEATHER DAYS				
Windy	1	0	1	2
Cold/Hot	0	1	9	13
Rain	1	0	2	3
Slow Play (30 Players or less)	1	0	1	0
# Days Closed	0.5	0	0.5	0
LESSONS				
Lessons - Adults & Youth	0	0	0	0
Clinics - Adults & Youth	0	0	0	0
Junior Golf Program	0	0	0	0

CITY OF VICORVILLE
COMMUNITY SERVICES
MONTHLY REPORT OF SERVICE AND ACTIVITIES

DIVISION: GREEN TREE GOLF COURSE

MONTH OF: September 2006

SUBMITTED BY: Jeff Jackson, Golf Maint. Supervisor

DATE: October 2, 2006

A. **DAILY MAINTENANCE**

1. Irrigation system repair
2. General Cleanup - trash receptables, rest rooms and clubhouse.
3. Watering as needed/hand and spot watering.
4. Regular mowing schedule.

GOLF COURSE TREES	MONTHLY		YEAR TO DATE	
MAINTENANCE	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR
# Planted	0	0	0	0
# Removed	3	2	8	4
# Trimmed	22	12	75	42
# Transplanted	0	0	0	0
# Sprayed	0	0	9	10
Joshua Tree Relocation	0	0	0	0

B. **IRRIGATION**

MAIN LINE	LATERAL LINE	HEAD REPAIR OR REPLACEMENT	CLOCK REPAIR	VALVE REPAIR	PUMP REPAIR
3	8	56	4	12	0

C. **SPECIAL PROJECTS**

1. Tree Trimming (continuous)
2. Fungicide Applications (on-going, as needed)

D. **VANDALISM**

1. Graffiti removal (constant)
2. Repair of damaged greens (on-going)

E. **CONSTRUCTION**

1. Sand trap edging and addition of sand (on-going)
2. Cart Path on #2 Green

F. **WEEKEND WORKERS**

1. Perimeter Trimming/weed abatement/painting/drain installation (on-going)

TOTAL MAN HOURS	MONTHLY		YEAR TO DATE	
	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR
Weekday Workers	569	522	1923	2016
Weekend Workers	464	521.5	1045	1734.5
CCC	0	0	0	0
JTPA	0	0	0	0

CITY OF VICTORVILLE, COMMUNITY SERVICES DEPARTMENT

GREEN TREE GOLF COURSE

GOLF MARSHAL REPORT

Submitted by: Janie Lynch, Golf Activities Supervisor For the month September 2006

	MONTHLY		YEAR TO DATE	
	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR
Trespassing	62	62	167	165
Trespassing Golfers	9	6	25	18
Public Service	30	29	59	99
Dogs on Course	36	35	136	110
Vandalism	2	3	12	3
Burglary Reported	0	0	0	0
Issued Warning Violation	0	0	0	1
Improper Dress	8	13	31	31
Check Receipts	70	119	226	311
Riding Without Paying	3	7	21	21
Parked Improperly	69	90	148	189
Players Without Own Clubs	5	8	22	20
Practicing on Course	27	61	72	102
Under Age Driver	8	5	29	13
Three Players in Cart	0	0	6	0
Three Bags on Cart	0	0	3	0
Food Products } Clubhouse	1	20	1	32
Illegal Drink Cooler } Confirmation	19	39	50	105
Beverage Products } Products	10	27	20	53
Construction Vehicles on Course	2	3	6	20
More than Five Players	1	1	3	5
Slow Play	37	29	78	69
Special Problems - Comments	0	2	3	5

Other services provided by Golf Marshals on a daily basis:

- Check rest rooms
- Pick up broken tees on tees
- Repair ball mark on greens
- Pick up debris on course
- Rake Sand Traps
- Fill Divots (tees & fairways) with soil mix
- Empty trash containers at tees
- Hand water

WESTWINDS GOLF COURSE
MONTHLY REPORT OF SERVICES AND ACTIVITIES FY06/07

Submitted by Janie Lynch, Golf Activities Supervisor For the Month of September 2006

DESCRIPTION	MONTHLY		YEAR-TO-DATE	
	Last Year	This Year	Last Year	This Year
GOLF PLAY REVENUE				
Green Fees	$ 19,985.50	$ 18,245.75	$ 57,733.50	$ 54,306.25
Memberships	$ 2,244.94	$ 2,017.02	$ 7,395.49	$ 6,525.59
Prime-Time Memberships	$ 50.00	$ 50.00	$ 262.50	$ 227.50
Golf Cars Rental	$ 17,216.50	$ 15,832.50	$ 50,302.50	$ 48,068.01
Private Car - Daily	$ -	$ -		$ -
Private Car - Monthly	$ -	$ -	$ -	$ -
Jr. Membership	$ -	$ -	$ -	$ 50.00
SUB TOTAL	**$ 39,496.94**	**$ 36,145.27**	**$ 115,693.99**	**$ 109,177.35**
GOLF SHOP REVENUE				
Driving Range	$ 4,426.00	$ 4,718.00	$ 12,411.00	$ 13,777.50
Club Rental	$ 130.00	$ 316.64	$ 476.50	$ 1,037.63
Lessons	$ 1,240.00	$ 1,445.00	$ 2,950.00	$ 3,515.00
Balls	$ 1,003.60	$ 1,315.89	$ 2,691.07	$ 3,235.07
Clubs	$ 1,201.11	$ 1,154.85	$ 1,600.81	$ 4,121.43
Merchandise	$ 2,204.10	$ 2,966.49	$ 4,908.93	$ 9,443.53
Sales Tax	$ 341.06	$ 429.30	$ 716.55	$ 1,315.37
SUB TOTAL	**$ 10,545.87**	**$ 12,346.17**	**$ 25,754.86**	**$36,445.53**
CONCESSION REVENUE				
5% of Gross Sales	$ 2,006.65	$ 1,689.88	$ 2,614.24	$ 2,730.45
Rent (renovation incomplete)	$ 500.00	$ 750.00	$ 1,500.00	$ 2,250.00
SUB TOTAL	**$ 2,506.65**	**$ 2,439.88**	**$ 4,114.24**	**$ 4,980.45**
REVENUE RECEIVED AT CITY HALL				
SUB TOTAL	*	*	*	*
TOTAL REVENUE	$ 52,549.46	$ 50,931.32	$ 145,562.09	$ 150,603.33

***Revenue from City Hall not received**

MEMBERSHIP ROUNDS

Membership	213	131	711	510
Weekend Prime-Time Members	10	11	53	49
SUB TOTAL	**223**	**142**	**764**	**559**
Weekday Rounds	112	69	280	265
Weekday Non Prime Time	46	34	209	147
Weekend/Holiday Rounds	110	121	329	321
Weekend/Holiday Non Prime Time	55	53	138	180
Senior Weekday Rounds	229	76	418	295
Senior Weekday Non Prime Time	37	17	78	40
Senior Weekend/Holiday Rounds	78	81	235	194
Senior Weekend/Holiday Non Prime Time	19	7	27	19
Military	20	22	75	76
Junior	10	14	46	51
Discount - Weekday	5	0	7	1
Discount - Weekend	15	0	23	4
Hotel	0	0	1	0
Tournament Rounds	0	75	35	276
SUB TOTAL	**736**	**569**	**1,901**	**1869**

WESTWINDS GOLF COURSE
MONTHLY REPORT OF SERVICES AND ACTIVITIES FY06/07

Page 2 - Westwinds Golf Course **September 2006**

DESCRIPTION	MONTHLY		YEAR-TO-DATE	
	Last Year	This Year	Last Year	This Year
NON-PAID				
Men's Club	0	0	0	0
Women's Club	0	0	0	0
Schools (Hook, Mesa Linda, & AAE Middle School)	0	0	0	0
New Resident Courtesy Cards	0	0	0	0
VIP	0	0	0	0
Promotional Prizes/Donations	0	1	12	2
SUB TOTAL	**0**	**1**	**12**	**2**
9 HOLE ROUNDS				
Weekday Rds.	151	158	452	480
Weekday Non Prime Time	155	162	590	594
Weekday Non Prime Time (3 hrs before sunset)	274	254	855	1009
Weekend/Holiday Rds	113	149	342	309
Weekend/Holiday Non Prime Time	133	128	410	330
Weekend/Holiday NPT(3 hrs before sunset)	85	100	254	216
Senior Weekday Rds	31	147	418	497
Senior Weekday Non Prime Time	82	75	241	222
Senior Weekend/Holiday Rds	204	48	261	114
Senior Weekend/Holidays Non Prime Time	47	27	98	69
Military	31	22	101	62
Juniors	70	60	209	203
SUB TOTAL	1,376	1,330	4,231	4105
TOTAL ROUNDS	**2,335**	**2,042**	**6,908**	**6535**
CONCESSIONAIRE				
Number of golf-related events	1	2	3	7
Number of non-golf related events onsite	0	0	8	1
Number of non-golf related events offsite	7	0	9	1
Total Number of Events	8	2	20	9
MEMBERSHIPS				
Total Number	73	84		
New Members	0	4		
MISCELLANEOUS				
Twilight Cars	386	424	1,327	1250
Average Daily Play	79	67		208
# Tournaments/ # Players (inc. in total rds)	3/57	3/75	8/176	10/276
WEATHER DAYS				
Windy	1	0	1	0
Cold/Hot	0	0	5	7
Rain	2	0	2	1
Slow Play (30 Players or less)	0	1	0	1
# Days Closed	0	0	0	0
LESSONS				
Adult Group Lessons	4/28	4/24	9/60	11/65
Adult Private	17	18	41	51
Youth Group	4/32	10/88	9/64	17/138
Youth Private	4	3	17	29
Lessons - Tiny Tots	4/28	0	9/53	7/40

CITY OF VICORVILLE
COMMUNITY SERVICES
MONTHLY REPORT OF SERVICE AND ACTIVITIES

DIVISION: WESTWINDS GOLF COURSE

MONTH OF: September 2006

SUBMITTED BY: Edward Ontiveros, Leadworker

DATE: October 4, 2006

A. **DAILY MAINTENANCE**

1. Irrigation system repair
2. General Cleanup - trash receptables, rest rooms and clubhouse.
3. Watering as needed/hand and spot watering.
4. Regular mowing schedule.

GOLF COURSE TREES	MONTHLY		YEAR TO DATE	
MAINTENANCE	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR
# Planted	0	0	0	0
# Removed	3	0	3	0
# Trimmed	22	0	52	0
# Transplanted	0	0	0	0
# Sprayed	0	0	40	20
Joshua Tree Relocation	0	0	0	0

B. **IRRIGATION**

MAIN LINE	LATERAL LINE	HEAD REPAIR OR REPLACEMENT	CLOCK REPAIR	VALVE REPAIR	PUMP REPAIR
0	0	6	0	1	0

C. **SPECIAL PROJECTS**

1. Tree Trimming (continuous)
2. Fungicide Applications (on-going, as needed)

D. **VANDALISM**

1. Graffiti removal (constant)
2. Repair of damaged greens (on-going)

E. **CONSTRUCTION**

1. Sand trap edging and addition of sand (on-going)
2. Cart Path on #2 Green

F. **WEEKEND WORKERS**

1. Perimeter Trimming/weed abatement/painting/drain installation (on-going)

TOTAL MAN HOURS	MONTHLY		YEAR TO DATE	
	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR
Weekday Workers	569	252	1120	907.5
Weekend Workers	464	200.5	648	690.5
CCC				
JTPA				
Community Service				
Maintenance Aides				

CITY OF VICTORVILLE, COMMUNITY SERVICES DEPARTMENT

WESTWINDS GOLF COURSE

GOLF MARSHAL REPORT

Submitted by: Janie Lynch, Golf Activities Supervisor For the month September 2006

	MONTHLY		YEAR TO DATE	
	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR
Trespassing	4	2	4	2
Trespassing Golfers	0	2	2	7
Public Service	22	26	55	68
Dogs on Course	1	5	1	11
Vandalism	0	0	3	0
Burglary Reported	0	0	0	0
Issued Warning Violation	0	0	0	0
Improper Dress	8	9	35	25
Check Receipts	69	97	129	199
Riding Without Paying	10	9	26	21
Parked Improperly	51	49	89	131
Players Without Own Clubs	17	9	35	24
Practicing on Course	31	33	53	83
Under Age Driver	13	16	32	45
Three Players in Cart	7	1	13	2
Three Bags on Cart	0	0	2	1
Food Products } Clubhouse	0	0	1	6
Illegal Drink Cooler } Confirmation	15	31	33	60
Beverage Products } Products	13	11	19	21
Construction Vehicles on Course	0	0	0	0
More than Five Players	1	0	2	1
Slow Play	41	22	75	47
Special Problems - Comments	0	3	0	4

Other services provided by Golf Marshals on a daily basis:

- Check rest rooms
- Pick up broken tees on tees
- Repair ball mark on greens
- Pick up debris on course
- Rake Sand Traps
- Fill Divots (tees & fairways) with soil mix
- Empty trash containers at tees
- Hand water

VICTORVILLE COMMUNITY SERVICES DEPARTMENT
MONTHLY REPORT OF SERVICES AND ACTIVITIES

DIVISION: GROUNDS **FOR MONTH OF** September 2006

REVIEWED BY: Dan McMurtry, Maintenance Supervisor **DATE** 9/25/06

A. ACREAGE MAINTAINED		LAST YEAR	THIS YEAR
Parks		150.55	163.08
Medians/Islands:		4.50	4.50
SCLA: Schmidt Park & Westwinds Sports Center		8.00	8.00
LMAD: *(Effective 99/00 Maintenance Contracted Out)*		105.62	110.29
LMAD 1: T-16063-Exterior landscaping of detention basin at Hill Crest & High Crest 700 Sq.Ft.	TOTAL ACRES	268.67	285.87

DESCRIPTION	MONTHLY		YEAR-TO-DATE	
	Last Year	This Year	Last Year	This Year
B. PARKS DIVISION TREES				
# PLANTED	0	4	4	41
# REMOVED	7	31	17	167
# TRIMMED	80	189	213	337
C. JOSHUA TREES TRANSPLANTED				
# By Individuals	1	0	2	2
# By Tree Company	0	0	1	9
D. JOSHUA TREE INSPECTIONS	21	9	78	43
E. REPAIRS/SERVICE REQUESTS	20	44	68	95
F. VANDALISM ACTS REPAIRED	31	30	108	96
G. GRAFFITI ACTS REPAIRED	88	121	273	351

****NON PAID LABOR SOURCES****

H. WEEKEND WORKERS				
TOTAL HOURS (PARKS):	286	705.50	778.50	2,574.5
I. WEEKDAY WORKERS				
TOTAL HOURS (PARKS):	760.50	771.50	2,629.50	3,344
J. VOLUNTEER WORKERS				
TOTAL HOURS (PARKS): JTPA	0	0	90	0
K. CA CONSERVATION CORP				
TOTAL HOURS (PARKS):	0	0	0	0
** TOTAL NON PAID LABOR HOURS:	1,046.50	1,477	3,498	5,918.5

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Recreation Division
Monthly Report of Services and Activities

Reviewed by Recreation Services Manager: G Salas

Enrollment Totals — Sep-06

Total Participants Enrolled	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Programs and Classes	3,006	3,327	23,357	23,113
Youth Sports	121	80	656	729
Total	3,127	3,407	24,013	23,842
Total Teams Enrolled	# of Teams			
Adult Sports	99	67	106	115

Highlights — Sep-06

Nothing to report for September.

Inside This Report

1 Totals & Highlights

2 Adult & Youth Sports

3 Programs & Classes

4 Events & Excursions

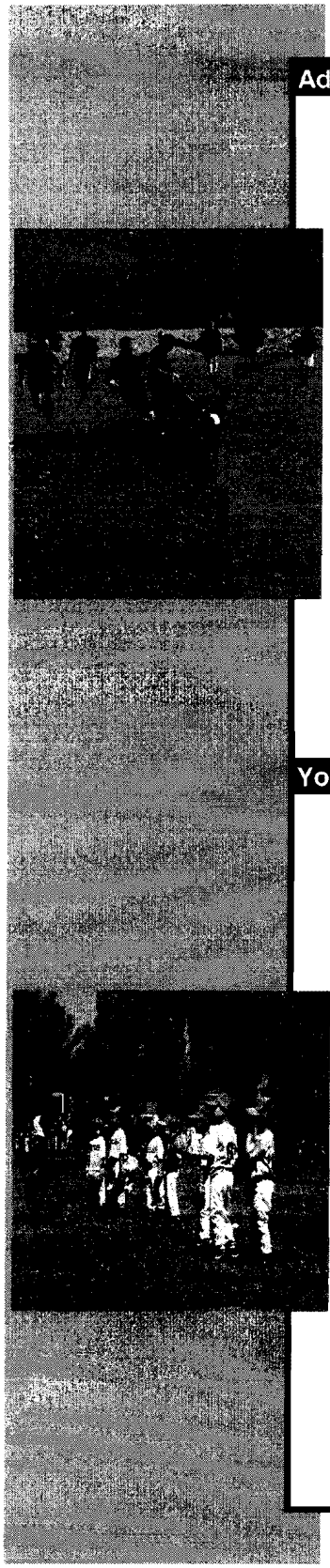
5 Rentals

6 Miscellaneous

7 Assisted Sports Groups & Aquatics

A Look Ahead

- Rockview Cemetery October 27
- Veteran's Day Parade November 11



Adult Sports — Sep-06

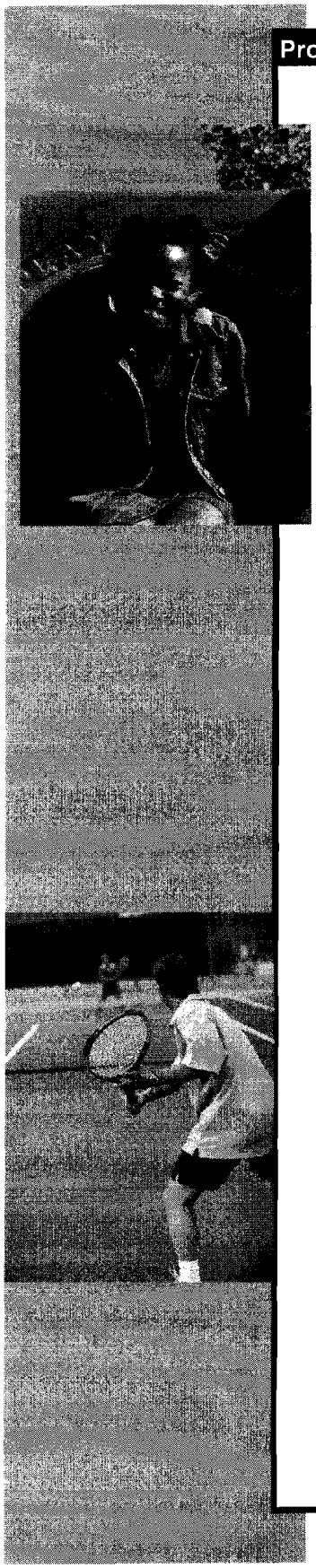
Adult Sports	# of Teams			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Coed Volleyball	4	0	11	0
Coed Indoor Soccer	0	0	0	0
Men's Soccer	0	13	0	13
Men's 5 on 5 Basketball	0	0	0	0
Men's 40+ Basketball	0	0	0	0
Men's Softball	48	* 3	48	45
Coed Softball	33	34	33	34
Women's Softball	0	0	0	0
Women's Basketball	0	0	0	0
Flag Football	5	0	5	0
Women's Soccer	9	17	9	17
Wiffleball	0	0	0	0
Tournaments	0	0	0	6
SUBTOTAL	99	67	106	115

Youth & Pee Wee Sports — Sep-06

Youth Sports	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Teen Basketball	0	0	134	134
Youth Basketball	0	0	329	430
Flag Football	22	N/A	22	N/A
Volleyball	N/A	N/A	N/A	N/A
T-Ball	N/A	N/A	N/A	N/A
SUBTOTAL	22	0	485	564

Pee Wee Sports	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Basketball	N/A	N/A	59	65
Soccer	N/A	N/A	N/A	N/A
T-Ball	N/A	60	N/A	60
Indoor T-Ball	59	N/A	59	N/A
Sports Sampler	40	20	53	40
SUBTOTAL	99	80	171	165

* Indicates new sports enrollment for the current month



Programs & Classes

Sep-06

Programs/Classes	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Kids Klub (Spring Break)	42	30	579	491
Jr. Kids Klub	N/A	N/A	69	104
Youth Contract Classes	655	726	1694	1873
Adult Contract Classes	* 1	* 34	* 10	* 82
Tiny Tots	120	122	353	357
Tater Tots***	N/A	45	N/A	126
Teenie Tots	15	15	44	42
Just Baby & Me**	10	N/A	10	8
Sunbears (summer only)	N/A	N/A	N/A	28
Honey Bears (new class. Beg. 9/06)	N/A	29	N/A	29
Alpha Bears**	28	30	28	30
Freaky Fridaze	97	33	220	33
Rockview Campfire Series	35	0	97	0
SUBTOTAL	1003	1064	3104	3203

* Adult participants were enrolled in classes categorized as "Youth Contract Classes"

**Started in September 2005

***Class resumed in October 2005

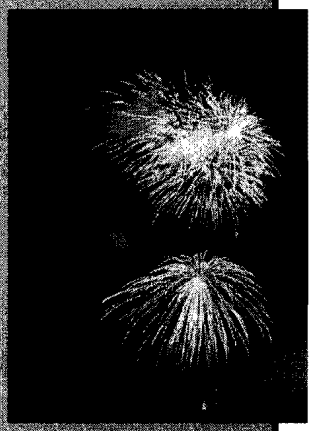
Open Gym/Hook & Westwinds	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Hook Community Center	37	48	322	373
Westwinds Sports Center	145	** 109	710	** 338
SUBTOTAL	182	157	1032	711

*Hook Open Gym eliminated Mon. & Weds. ID now required for participation at both sites.

**Basketball practice reduced usage.

Racquetball and Tennis Pebble Beach	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Racquetball Member Play	321	500	1141	1519
Racquetball Non-Member Play	124	65	391	263
Racquetball Tournaments	N/A	N/A	12	N/A
Racquetball Lessons	3	N/A	7	N/A
Tennis Tournaments	0	0	0	0
Tennis Lessons	0	9	36	38
SUBTOTAL	448	574	1587	1820

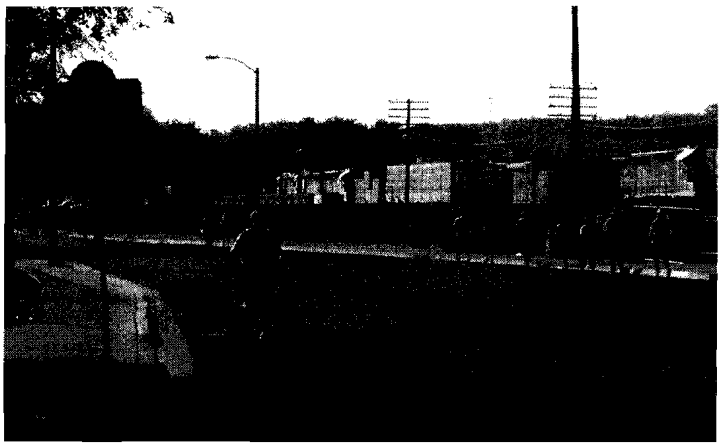
Westwinds Sports Center	# of Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Racquetball	159	374	497	1163
Exercise Equipment	17	23	36	50
SUBTOTAL	176	397	533	1213



Special Events & Excursions

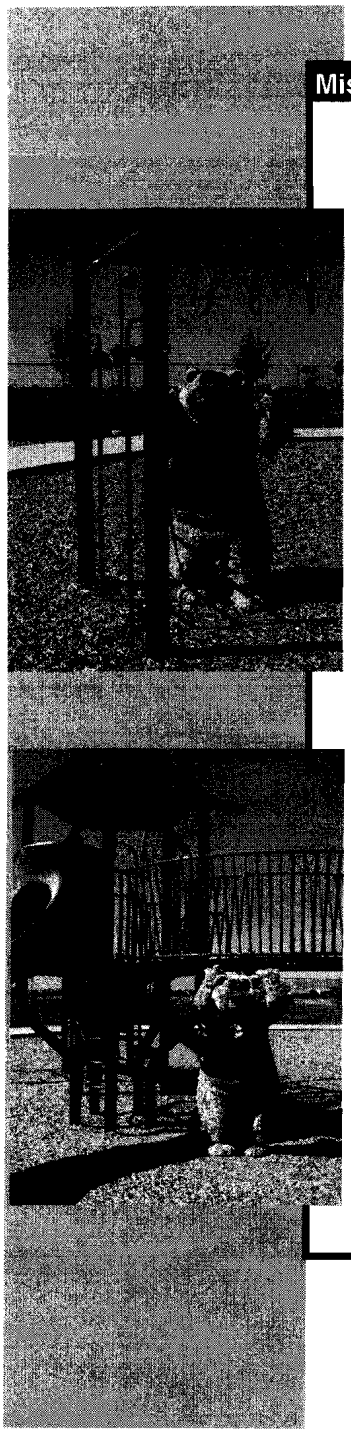
Sep-06

Special Events	# of Paid Participants		# of Non-Paid Participants	
	Last Year	This Year	Last Year	This Year
Family Fireworks Festival	N/A	N/A	20000	20000
TOTAL	0	0	20000	20000



Center Street	3	51	23	109
Eva Dell	67	62	107	122
Hook	56	132	192	429
Liberty	5	64	57	179
Doris Davies Park	9	12	23	61
Doris Davies Tennis Courts/Lights	49	13	106	30
Schmidt	42	75	74	175
Westwinds Sports Field	1	16	1	29
Rockview	7	5	10	5
TOTAL	239	* 430	593	* 1139
Hook Community Center	279	139	646	395
Rockview Nature Center	4	5	7	5
VAC Auditoriums	94	52	214	171
Westwinds Activities Center	12	6	61	38
Westwinds Sports Center	15	1	84	49
TOTAL	404	* 203	1012	* 658
Pebble Beach	84	29	250	93
Village	0	1	12	1
Village Pool with Rec Center	2	0	177	50
TOTAL	86	30	439	* 144

*Last year's figure include all FUA's. This year's figures include all FUA'S, including gathering permits and Recreation Programs. Picnic rental FUA'S required only for Doris Davies, Schmidt and Rockview Parks.



Miscellaneous

Sep-06

Volunteers	# Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Youth Sport Coaches	72	0	72	110
Pee Wee Sport Coaches	5	6	10	6
R.A.T. Pack**	17	0	28	53
Jr. Lifeguards	N/A	0	37	18
TOTAL	94	6	147	187

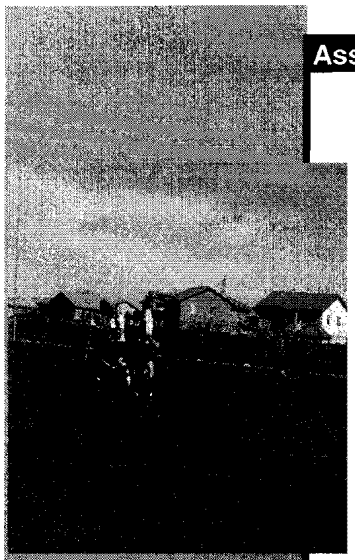
* New Coaches

Volunteers	# Hours			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Youth Sport Coaches	864.00	0.00	864.00	2160.00
Pee Wee Sport Coaches	20.00	9.00	60.00	57.00
R.A.T. Pack**	17.00	0.00	17.00	56.00
Jr. Lifeguards	N/A	0.00	483.75	379.00
TOTAL	901.00	9.00	1424.75	2652.00

Work Programs	# Participants			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Victor Valley College Students	0	0	0	0
Workability	0	0	0	6
TOTAL	0	0	0	6

Work Programs	# Hours			
	Monthly		Year-to-Date	
	Last Year	This Year	Last Year	This Year
Victor Valley College Students	0.00	0.00	0.00	0.00
Workability	0.00	0.00	0.00	24.00
TOTAL	0.00	0.00	0.00	24.00

***"Responsibly Active Teens", formerly Volun"Teens"



Assisted Sports Groups — Sep-06

Assisted Sports Groups (YTD)	# of Participants Last Year	This Year
Amer. Youth Soccer Org. (Sept-Feb)	960	1200
Jr. All Amer. Football (Sept-Dec)	N/A	N/A
Little League (Mar-July)	1070	1250
National Jr. Basketball (Dec-March)	150	150
Victorville Youth Football (Aug-Dec)	250	300
Victorville Youth Soccer (Aug-Mar)	650	600
TOTAL	3080	3500

Aquatics — Sep-06

	# of Participants			
	Monthly		Year-to-Date	
Aquatics Pebble Beach Pool	**Last Year**	**This Year**	**Last Year**	**This Year**
Recreation Swim	585	589	10245	10059
Evening Rec Swim	N/A	N/A	811	602
Lap Swim	223	192	1190	1115
Swim Classes	106	26	919	519
Individual Lessons	N/A	N/A	42	N/A
Water Polo *	N/A	N/A	N/A	N/A
Aquatics Contract Classes	283	328	1323	905
SUBTOTAL	1197	1135	14530	13200
Aquatics Village Pool				
Recreation Swim	N/A	N/A	1976	1425
Swim Classes	N/A	N/A	557	955
Individual Lessons	N/A	N/A	31	96
Community Water Safety	N/A	N/A	7	N/A
SUBTOTAL	0	0	2571	2476
Aquatics Victor High Sch. Pool				
Swim Classes	N/A	N/A	N/A	421
Individual Lessons	N/A	N/A	N/A	69
SUBTOTAL	0	0	0	490

* This activity is no longer offered.

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MEMORANDUM

DATE: December 5, 2006

FROM: Bill Webb BW
Director of Development

TO: Mayor and City Councilmembers

SUBJECT: DEVELOPMENT DEPARTMENT ACTIVITY SUMMARIES FOR SEPTEMBER AND OCTOBER 2006

Attached are the Development Department Activity Summaries for the months of September and October 2006.

BW:pi

Attachments

Consent
#9C2
11-21-06

City of Victorville

Development Department

Submitted by
Bill Webb
Development Director

September 2006
Monthly Report Summary

Year-to-Date Report of New Construction Permits Issued

Year-to-Date Report of Miscellaneous Permits Issued

Certificate of Occpuancies Issued by RDA Area

Report of Code Enforcement Cases

City of Victorville

Development Department

Building Division

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	Category		Quantity	Valuation	Sq. Ft.
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	Single Family Residences		227	$39,648,406	494,553
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	Commercial		4	$1,147,834	14,932
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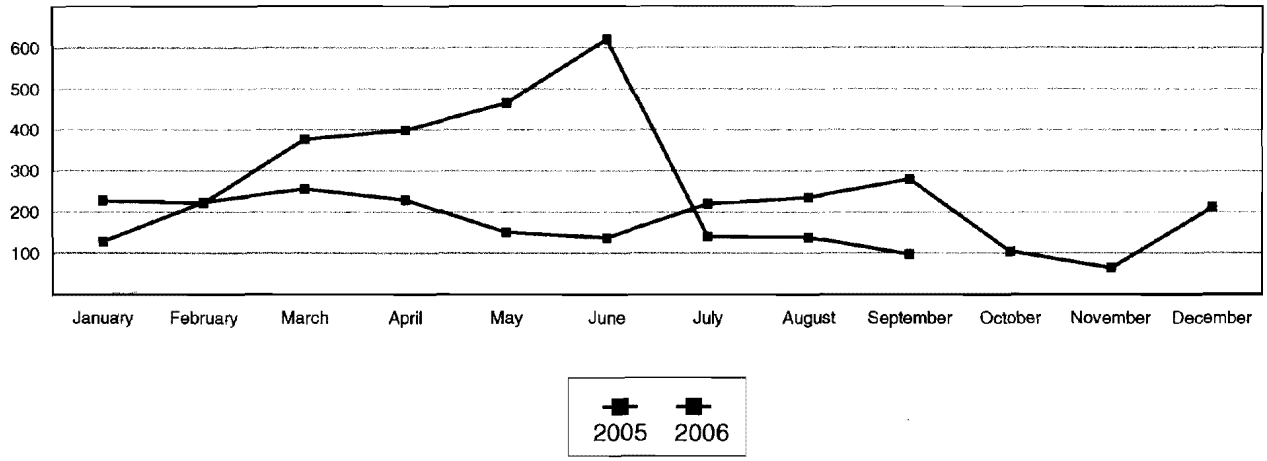
		Year-to-Date Month Total:	2,747	$549,113,780	

Single Family Residences



City of Victorville

Development Department

Building Division

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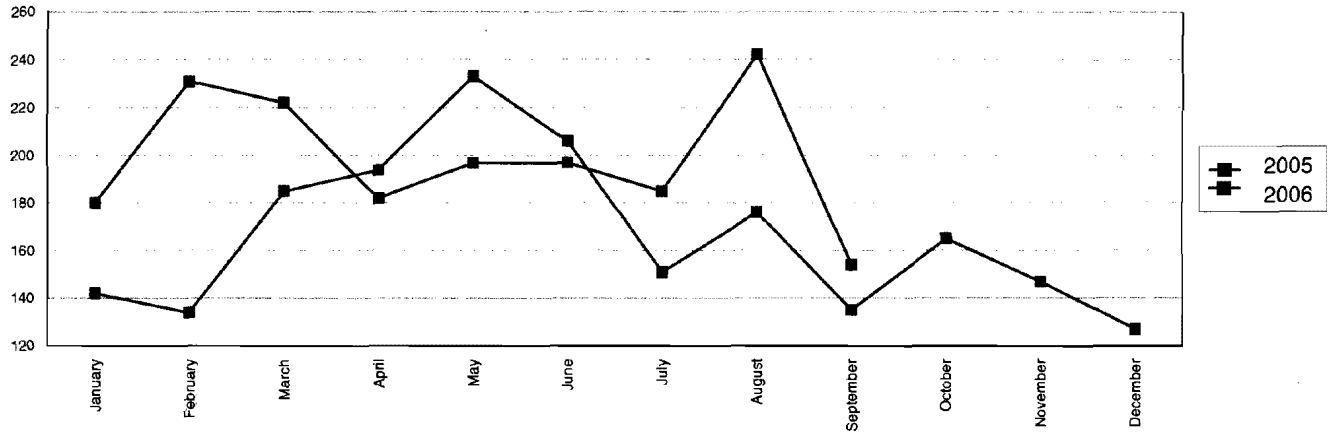
260
240
220
200
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160
140
120
January
February
March
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May
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July
August
September
October
November
December
2005
2006

City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	AMOUNT
BEAR VALLEY RD	1
EXEMPT	2
OLD TOWN RDA	2
VVEDA RDA	7
MONTHLY TOTAL:	12

February

	AMOUNT
BEAR VALLEY RD	3
EXEMPT	2
OLD TOWN RDA	3
VVEDA RDA	11
MONTHLY TOTAL:	19

March

	AMOUNT
BEAR VALLEY RD	3
EXEMPT	2
OLD TOWN RDA	3
VVEDA RDA	10
MONTHLY TOTAL:	18

April

	AMOUNT
	1
BEAR VALLEY RD	5
EXEMPT	2
OLD TOWN RDA	1
VVEDA RDA	8
MONTHLY TOTAL:	17

May

	AMOUNT
	2
BEAR VALLEY RD	5
EXEMPT	3
OLD TOWN RDA	3
VVEDA RDA	8
MONTHLY TOTAL:	21

June

	AMOUNT
BEAR VALLEY RD	2
EXEMPT	1
VVEDA RDA	5
MONTHLY TOTAL:	8

July

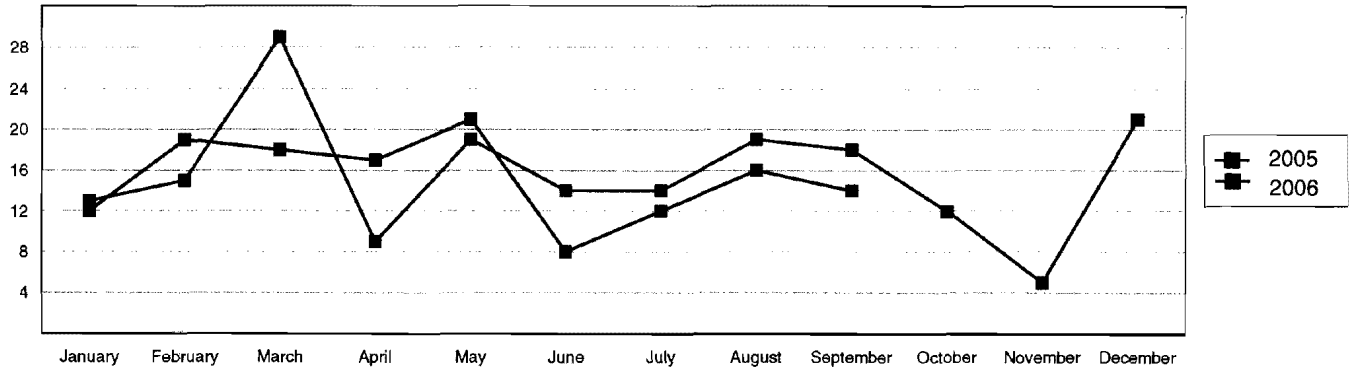
	AMOUNT
	1
BEAR VALLEY RD	2
EXEMPT	4
OLD TOWN RDA	2
VVEDA RDA	3
MONTHLY TOTAL:	12

August

	AMOUNT
	1
BEAR VALLEY RD	4
EXEMPT	5
OLD TOWN RDA	1
VVEDA RDA	5
MONTHLY TOTAL:	16

September

		AMOUNT
BEAR VALLEY RD		2
	HAVOC OBSESSION 12180 RIDGECREST RD #532	
	PRINTING PARTNERS, LLC 12180 RIDGECREST RD #128	
EXEMPT		4
	ONE STOP CD'S 16530 GREEN TREE BLVD #5	
	J & L REAL ESTATE 16044 BEAR VALLEY RD #6	
	KIM'S HAIR CUT 16530 GREEN TREE BLVD #8	
	JALISCO 14668 SEVENTH ST #F1	
OLD TOWN RDA		1
	HOME ELEMENTS 15028 SEVENTH ST #1	
VVEDA RDA		7
	B & K ELECTRIC WHOLESALE 15330 CHOLAME RD #A	
	HI DESERT PURE WATER & MORE 15356 LA PAZ DR #7	
	DD'S DISCOUNTS 14598 SEVENTH ST	
	USDA SERVICE CENTER 14393 PARK AVE #101	
	JOHNSON INSTALLATIONS 16921 A ST	
	MICHOACAN TIRE SHOP 15544 VILLAGE DR #A	
	CALIFORNIA ESTATE MORTGAGE 14156 AMARGOSA RD #F	
MONTHLY TOTAL:		14


28
24
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January
February
March
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May
June
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September
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November
December
2005
2006

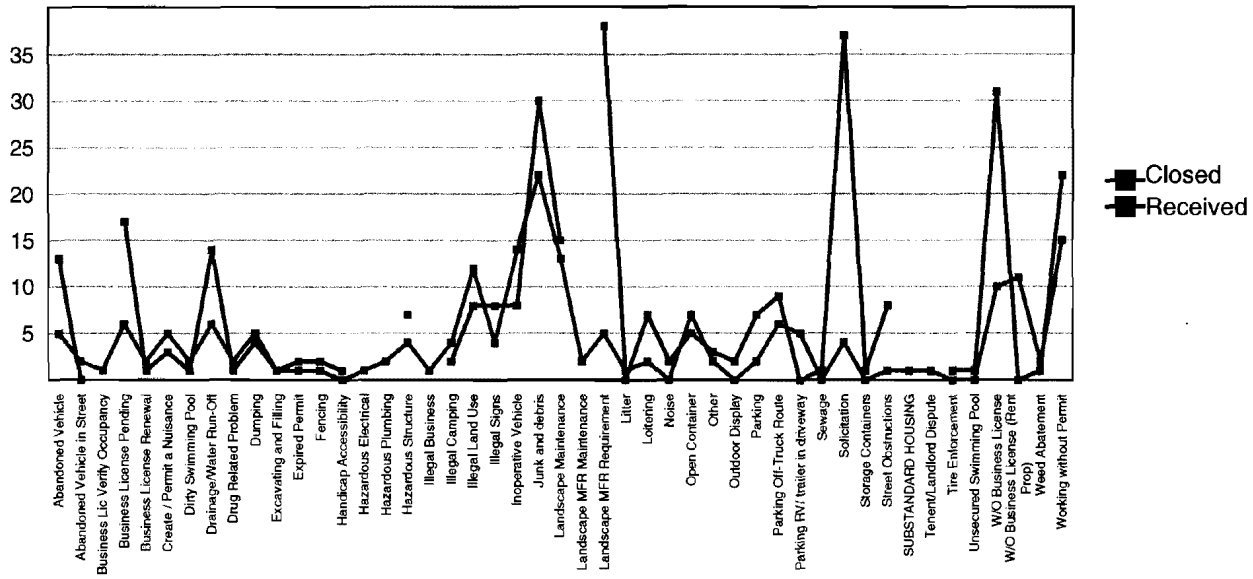
City of Victorville

Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	Received	Closed
Abandoned Vehicle	5	13
Abandoned Vehicle in Street	2	0
Business Lic Verify Occupancy	1	
Business License Pending	6	17
Business License Renewal	2	1
Create / Permit a Nuisance	5	3
Dirty Swimming Pool	2	1
Drainage/Water Run-Off	6	14
Drug Related Problem	2	1
Dumping	5	4
Excavating and Filling	1	1
Expired Permit	1	2
Fencing	1	2
Handicap Accessibility		1
Hazardous Electrical	1	
Hazardous Plumbing	2	
Hazardous Structure	4	7
Illegal Business	1	
Illegal Camping	4	2
Illegal Land Use	12	8
Illegal Signs	4	8
Inoperative Vehicle	14	8
Junk and debris	22	30
Landscape Maintenance	13	15
Landscape MFR Maintenance	2	
Landscape MFR Requirement	5	38
Litter	1	0
Loitering	2	7
Noise		2
Open Container	7	5
Other	2	3
Outdoor Display		2
Parking	2	7
Parking Off-Truck Route	6	9
Parking RV/ trailer in driveway	5	0
Sewage		1
Solicitation	4	37
Storage Containers		1
Street Obstructions	1	8
SUBSTANDARD HOUSING	1	
Tenent/Landlord Dispute	1	
Tire Enforcement		1
Unsecured Swimming Pool		1
W/O Business License	10	31
W/O Business License (Rent Prop)	11	0
Weed Abatement	2	1
Working without Permit	15	22


35
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Landscape Maintenance
Landscape MFR Maintenance
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Litter
Loitering
Noise
Open Container
Other
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W/O Business License (Rent Prop)
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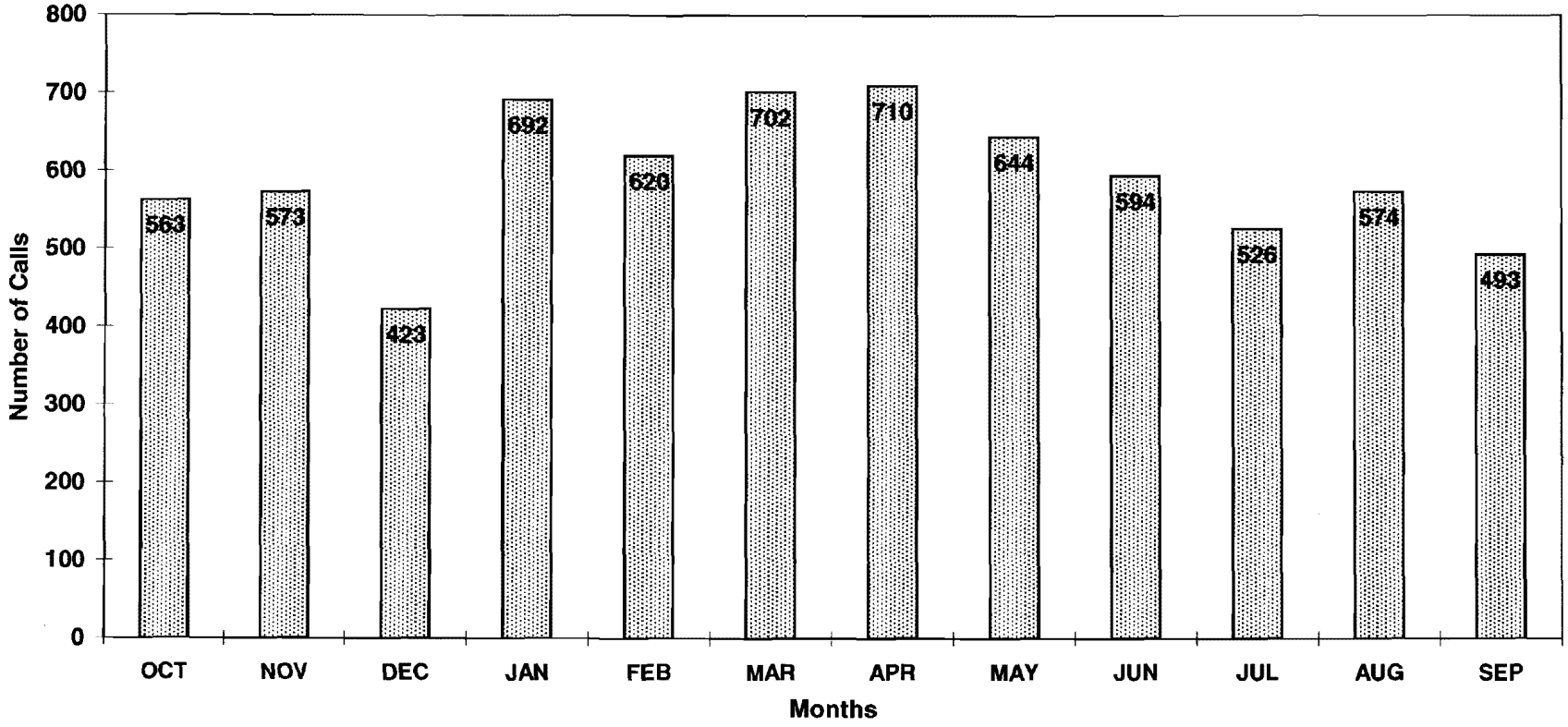
Working without Permit

CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

ESTIMATED COUNTER CALLS



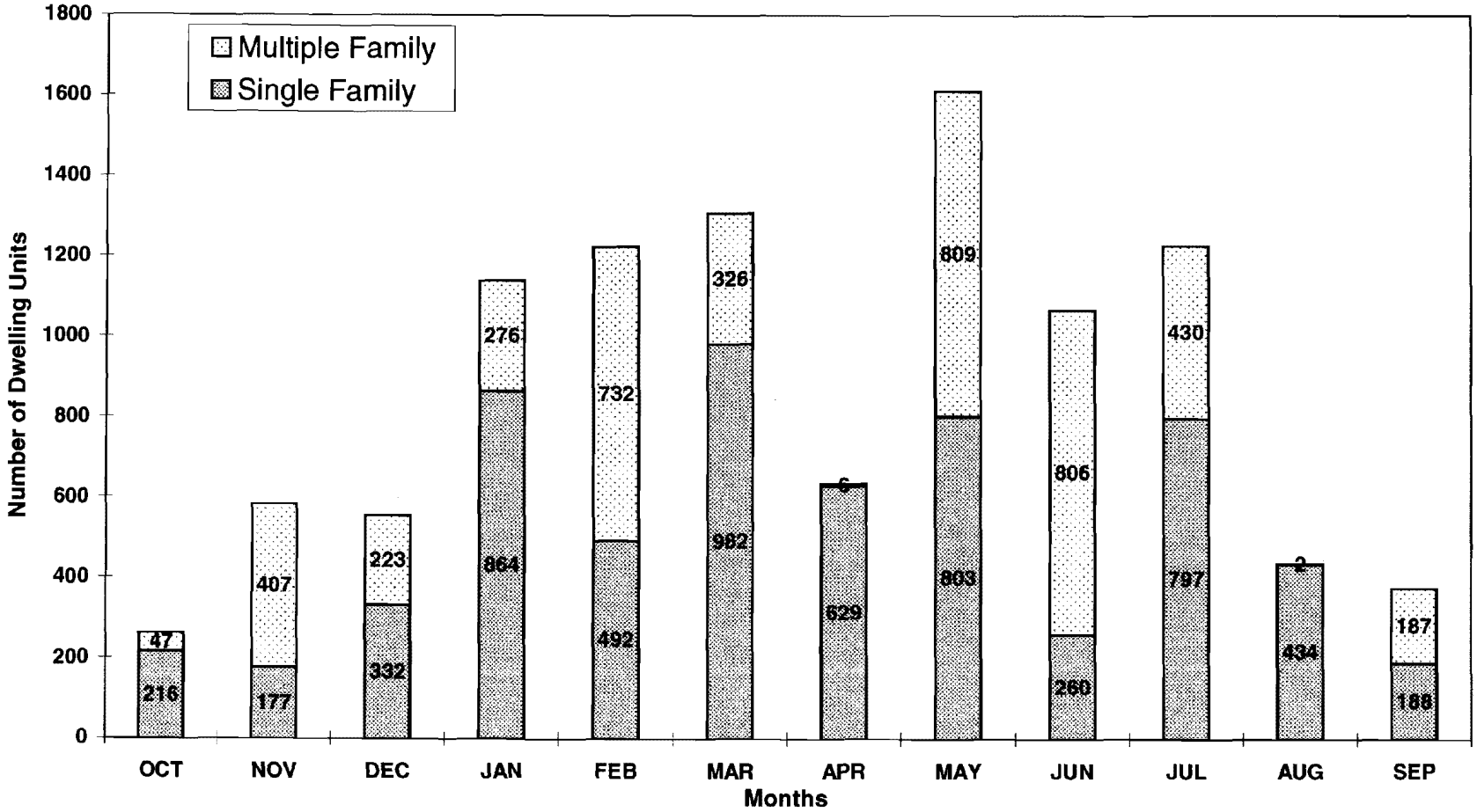
CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2005/2006 PLAN CHECK ACTIVITY

PROJECTS REVIEWED FOR BUILDING PERMITS BY THE NUMBER OF DWELLING UNITS



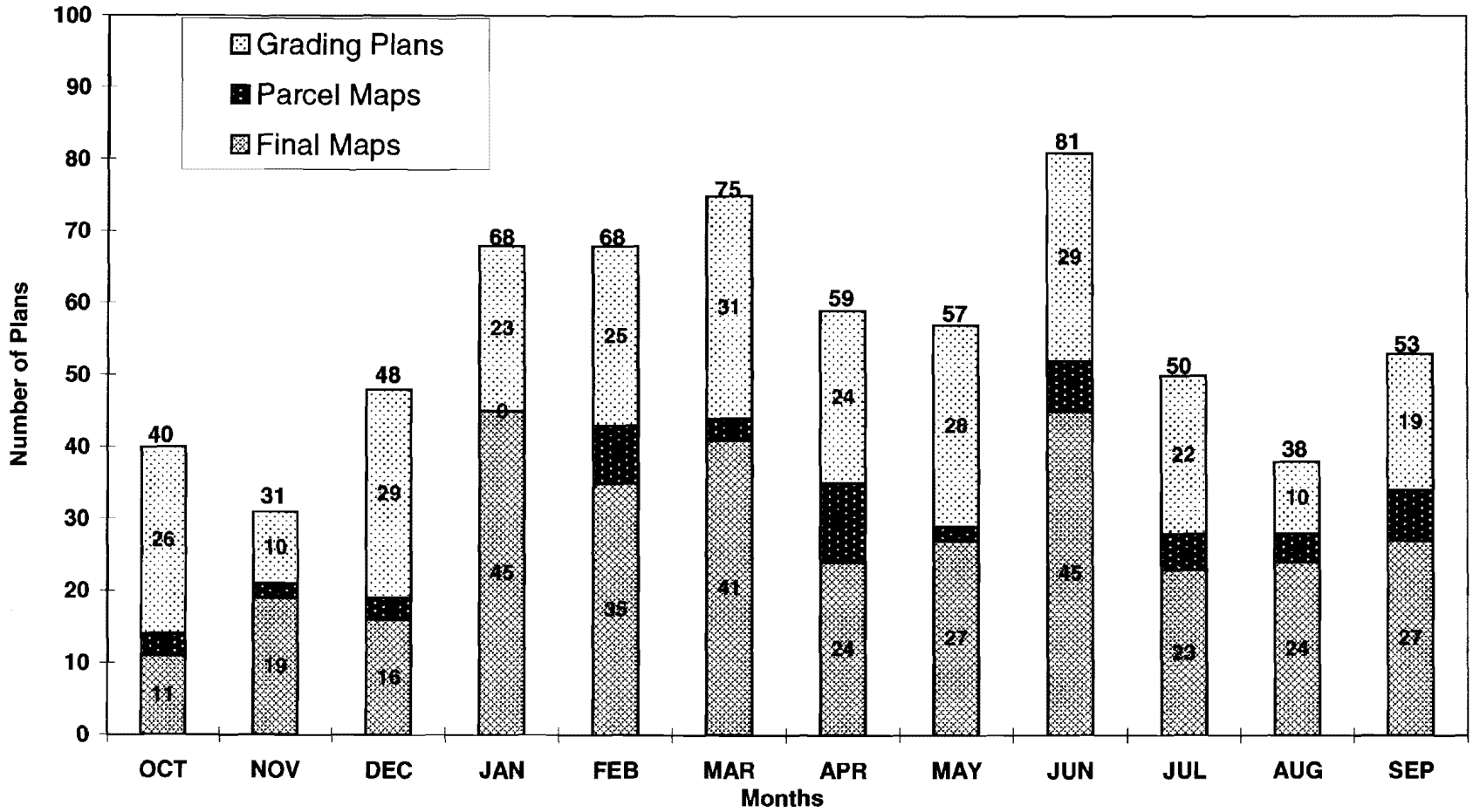
CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2005/2006 PLAN CHECK ACTIVITY

PROJECTS REVIEWED FOR GRADING PERMITS AND SUBDIVISIONS



CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2006 MONTHLY PLANNING COMMISSION REPORT

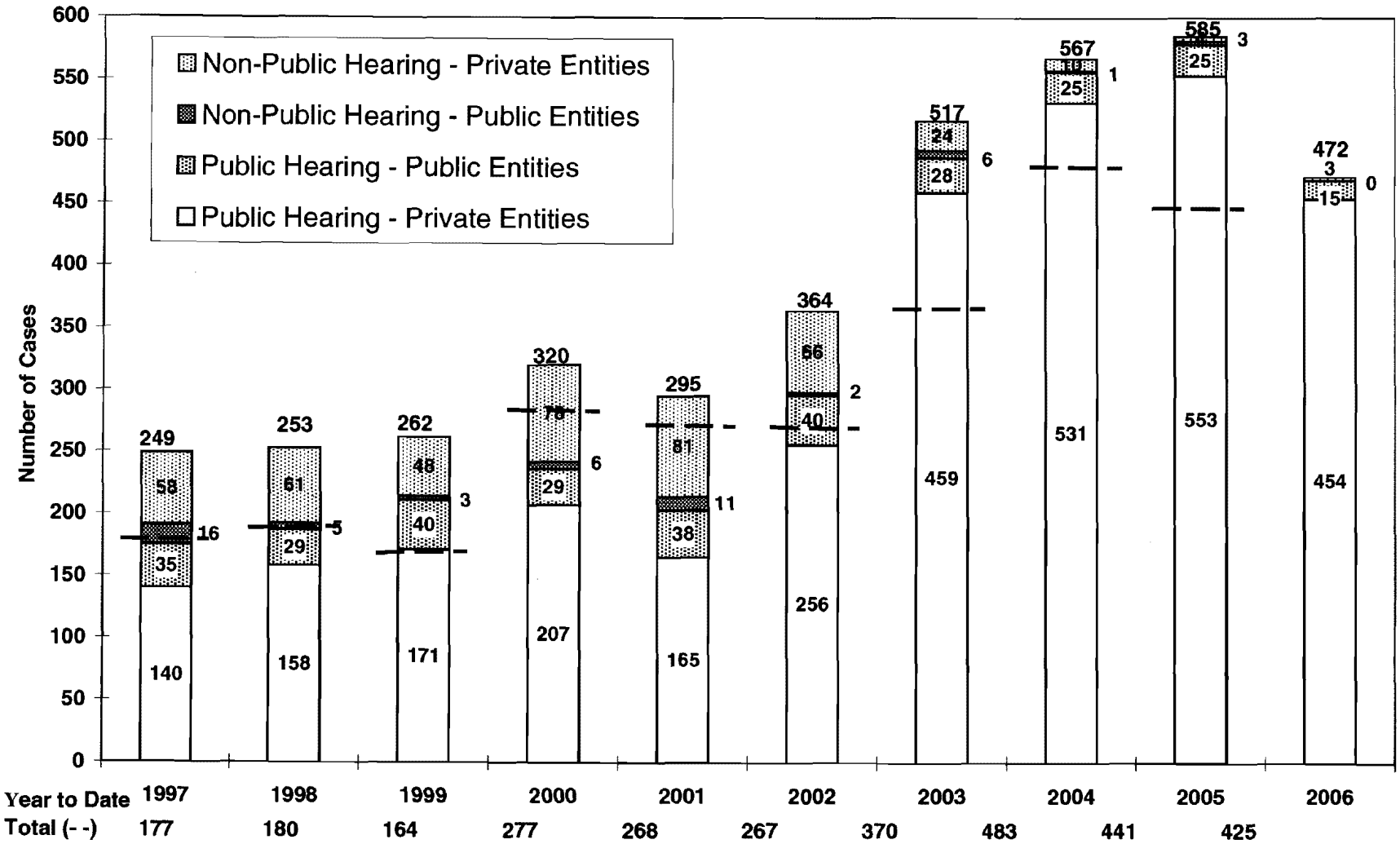
TYPE OF CASE	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Totals
PUBLIC HEARING ITEMS													
Continued Items	16	13	16	28	27	37	36	27	21				221
Conditional Uses	4	5	1	8	8	8	4	2	4				44
Conditional Use Modifications	1	2	1										4
Site Plans	7	13	3	4	5	10	15	4	4				65
Site Plan Modifications				1				1					2
Variances													0
Parcel Maps	2	1	3	2	2	3	3		3				19
Parcel Map Modifications													0
Parcel Map Extensions													0
Tentative Tracts	8	8	1	11	2	7	2	7	6				52
Vesting													0
Tentative Tract Modifications					1	1							2
Tentative Tract Extensions				2		3							5
Amendment to Tracts													0
Certificates of Compliance													0
Development Plans		2		4		1		2					9
General Plan Amendments		1	2			11	1		4				19
Zone Changes	1	1	1	1		11	1		4				20
Planned Unit Developments		1				1							2
Planned Unit Development Modifications													0
Specific Plans						1							1
Specific Plan Amendments						2	1						3
Development Agreements													0
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments									1				1
Subtotal New Items	23	34	12	33	18	59	27	16	26	0	0	0	248
NON-PUBLIC HEARING ITEMS													
Continued Items													0
Findings of Substantial Conformity													0
Requests								1					1
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													
Planning Commission Policies													0
Miscellaneous		2											2
Subtotal New Items	0	2	0	0	0	0	0	1	0	0	0	0	3
GRAND TOTAL NEW ITEMS	23	36	12	33	18	59	27	17	26	0	0	0	251
TOTAL OF ALL ITEMS HEARD	39	49	28	61	45	96	63	44	47	0	0	0	472

CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

PLANNING COMMISSION CASES HEARD
FROM JANUARY 1, 1997, THROUGH THE COMMISSION'S SEPTEMBER 27, 2006 MEETING

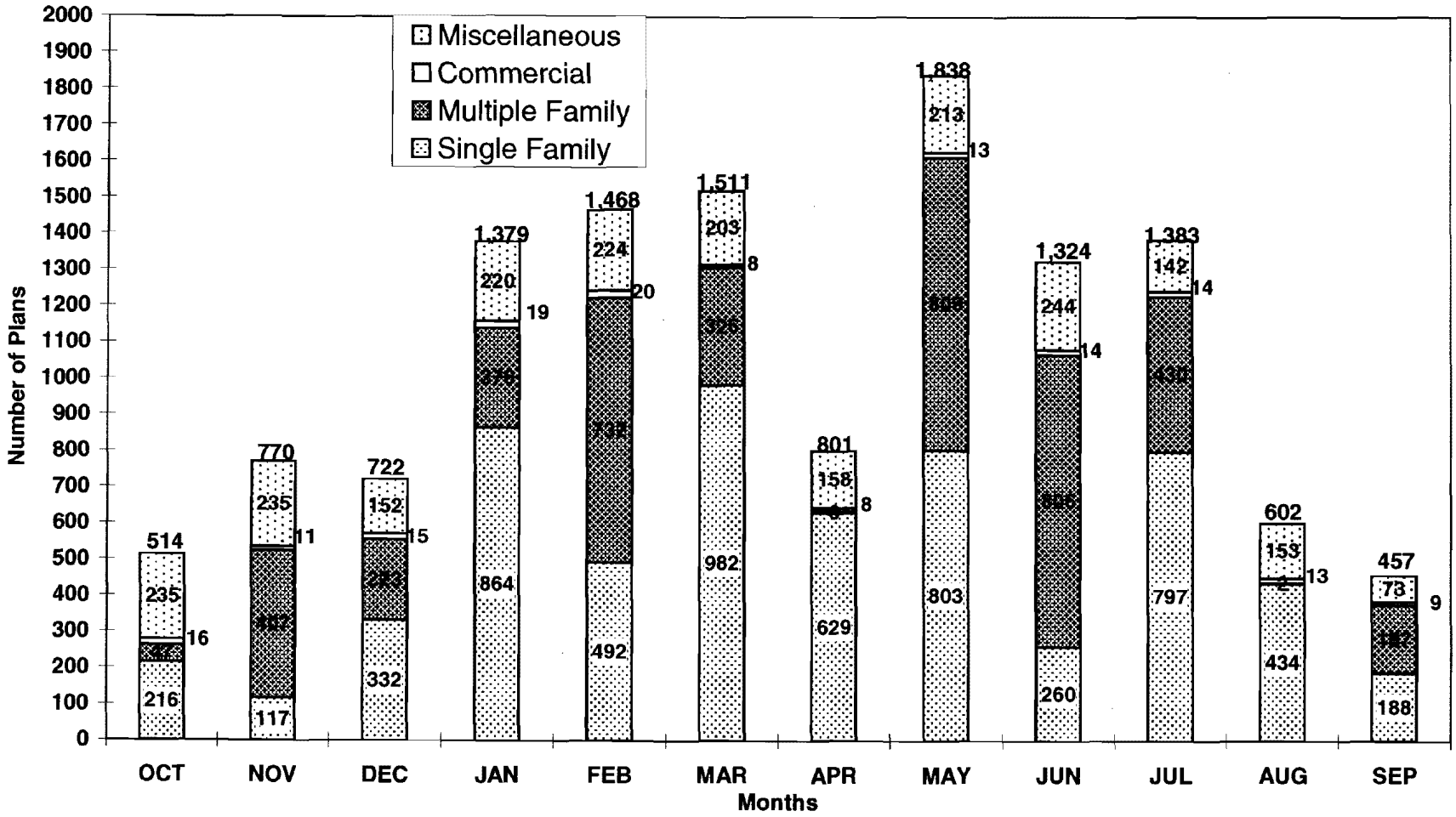


CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2005/2006 PLAN CHECK ACTIVITY
PROJECTS REVIEWED FOR BUILDING PERMITS



CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2006-RESIDENTIAL BUILDING ACTIVITIES BASED ON UTILITY RELEASE

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	92	92									92	92	268.64
FEBRUARY	97	97							1	1	98	98	286.16
MARCH	199	199							3	3	202	202	589.84
APRIL	189	189							2	2	191	191	557.72
MAY	174	174							4	4	178	178	519.76
JUNE	118	118									118	118	344.56
JULY	157	157							2	2	159	159	464.28
AUGUST	131	131							1	1	132	132	385.44
SEPTEMBER	328	328							1	1	329	329	960.68
OCTOBER											0	0	0.00
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO											0	0	0.00
ANNEX											0	0	0.00
TOTALS	**1485**	**1485**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**14**	**1499**	**1499**	**4377.08**

ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **4,377**

STARTING POPULATION **1-1-06** **91,230**

(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-06 CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **9-30-06** **95,607**

City of Victorville

Development Department

Submitted by
Bill Webb
Development Director

October 2006
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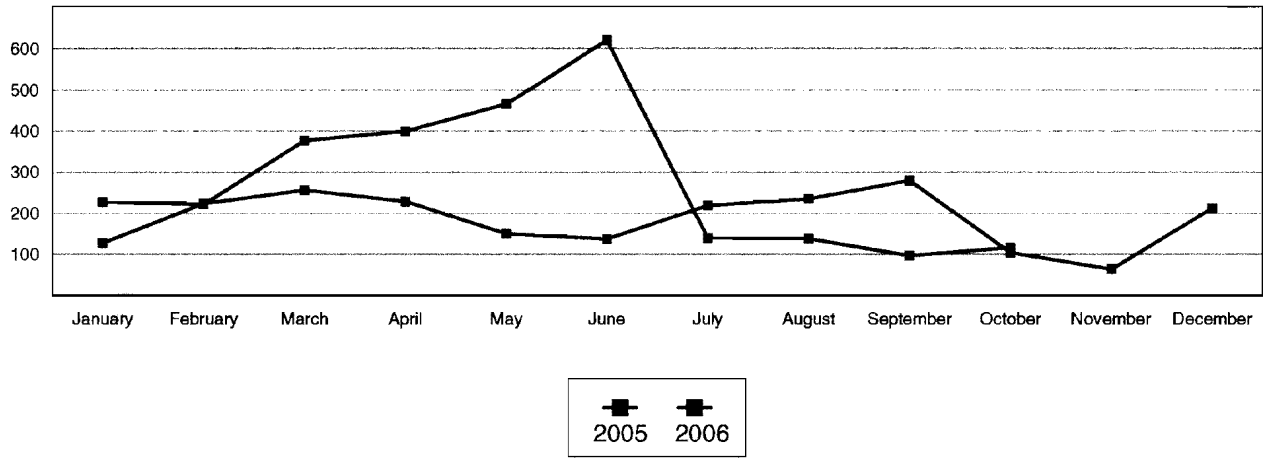
October					
	Commercial		2	$1,125,834	15,475
	Mobile Homes		1	$10,000	1,080
	Multi-Family Residences	(Dwelling Units: 7)	1	$418,504	5,855
	Single Family Residences		116	$20,518,570	256,572
		Year-to-Date Month Total:	2,867	$571,186,688	

Single Family Residences



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	2	
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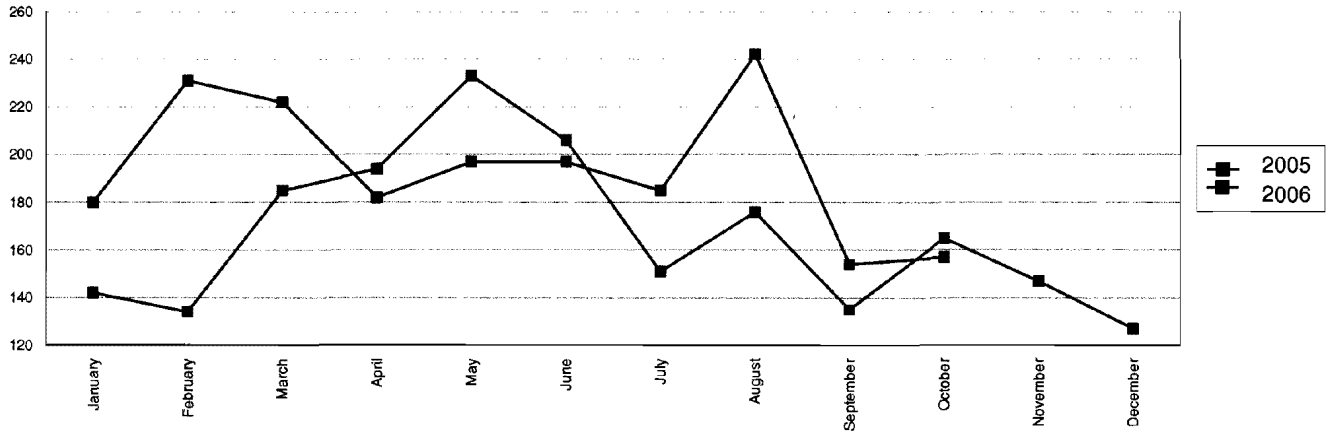
Sign	**9**	**$68,750.00**
Swimming Pool	**12**	**$578,750.00**
	157	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

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EXEMPT	2
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MONTHLY TOTAL:	12

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	AMOUNT
BEAR VALLEY RD	3
EXEMPT	2
OLD TOWN RDA	3
VVEDA RDA	11
MONTHLY TOTAL:	19

March

	AMOUNT
BEAR VALLEY RD	3
EXEMPT	2
OLD TOWN RDA	3
VVEDA RDA	10
MONTHLY TOTAL:	18

April

	AMOUNT
	1
BEAR VALLEY RD	5
EXEMPT	2
OLD TOWN RDA	1
VVEDA RDA	8
MONTHLY TOTAL:	17

May

	AMOUNT
	2
BEAR VALLEY RD	5
EXEMPT	3
OLD TOWN RDA	3
VVEDA RDA	8
MONTHLY TOTAL:	21

June

	AMOUNT
BEAR VALLEY RD	2
EXEMPT	1
VVEDA RDA	5
MONTHLY TOTAL:	8

July

	AMOUNT
	1
BEAR VALLEY RD	2
EXEMPT	4
OLD TOWN RDA	2
VVEDA RDA	3
MONTHLY TOTAL:	12

August

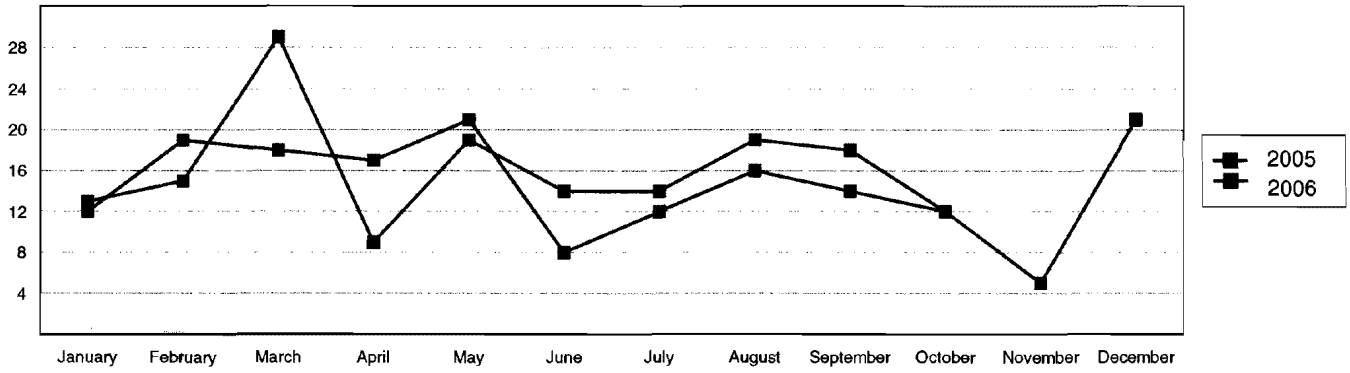
	AMOUNT
	1
BEAR VALLEY RD	4
EXEMPT	5
OLD TOWN RDA	1
VVEDA RDA	5
MONTHLY TOTAL:	16

September

	AMOUNT
BEAR VALLEY RD	2
EXEMPT	4
OLD TOWN RDA	1
VVEDA RDA	7
MONTHLY TOTAL:	14

October

		AMOUNT
		2
	BEAZER HOMES 11978 TIFFANY ST	
	STARBUCKS COFFEE 15667 ROY ROGERS DR #101	
EXEMPT		3
	SHIEKH SHOES 14400 BEAR VALLEY RD #261	
	SPAZA SHOES 14400 BEAR VALLEY RD #811	
	COST PLUS WORLD MARKET 12410 AMARGOSA RD #A	
OLD TOWN RDA		1
	VICTORVILLE CABINETRY 15272 SEVENTH ST #C	
VVEDA RDA		6
	STARBUCKS 14213 SEVENTH ST #E	
	DESERT SON TILE 15315 CHOLAME RD #C	
	NIKKI AFRICAN STORE 16137 GREEN TREE BLVD #4	
	STEP YO GAME UP 15351 SEVENTH ST #A	
	PA DESIGN ASSOCIATES INC. 15428 CIVIC DR #300	
	KIM'S SHOP 14464 SEVENTH ST #C	
	MONTHLY TOTAL:	12


28
24
20
16
12
8
4
January
February
March
April
May
June
July
August
September
October
November
December
2005
2006

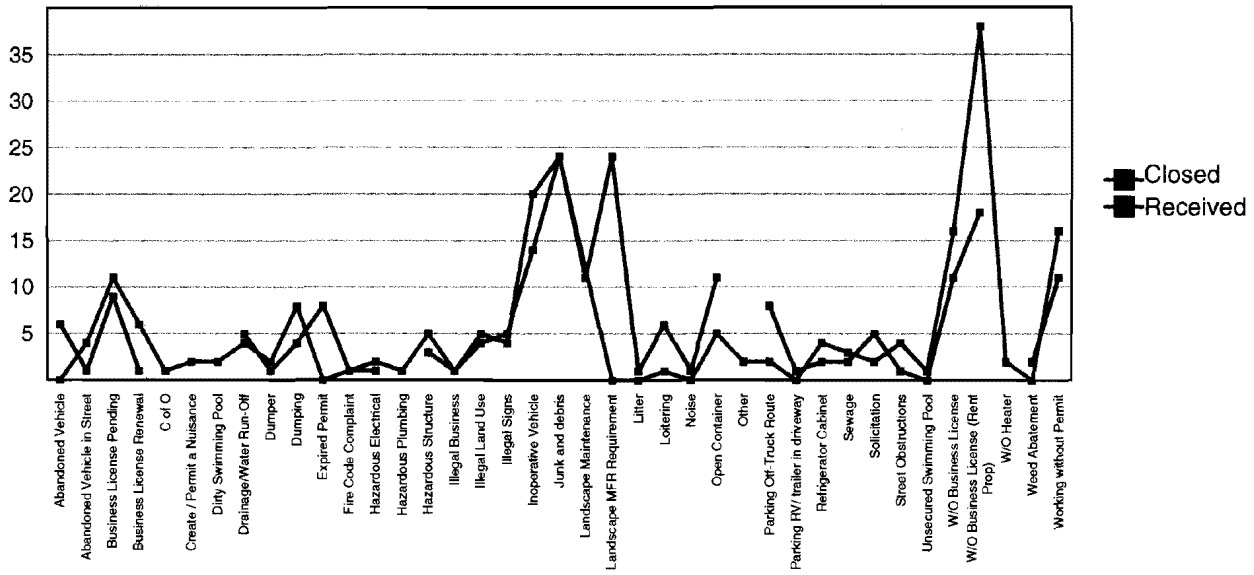
City of Victorville

Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	Received	Closed
Abandoned Vehicle		6
Abandoned Vehicle in Street	4	1
Business License Pending	11	9
Business License Renewal	6	1
C of O	1	
Create / Permit a Nuisance	2	
Dirty Swimming Pool	2	
Drainage/Water Run-Off	4	5
Dumper	2	1
Dumping	8	4
Expired Permit		8
Fire Code Complaint	1	1
Hazardous Electrical	2	1
Hazardous Plumbing	1	
Hazardous Structure	5	3
Illegal Business	1	1
Illegal Land Use	5	4
Illegal Signs	4	5
Inoperative Vehicle	20	14
Junk and debris	24	24
Landscape Maintenance	12	11
Landscape MFR Requirement		24
Litter		1
Loitering	1	6
Noise		1
Open Container	5	11
Other	2	
Parking Off-Truck Route	2	8
Parking RV/ trailer in driveway		1
Refrigerator Cabinet	4	2
Sewage	3	2
Solicitation	2	5
Street Obstructions	4	1
Unsecured Swimming Pool	1	0
W/O Business License	16	11
W/O Business License (Rent Prop)	38	18
W/O Heater	2	
Weed Abatement		2
Working without Permit	16	11

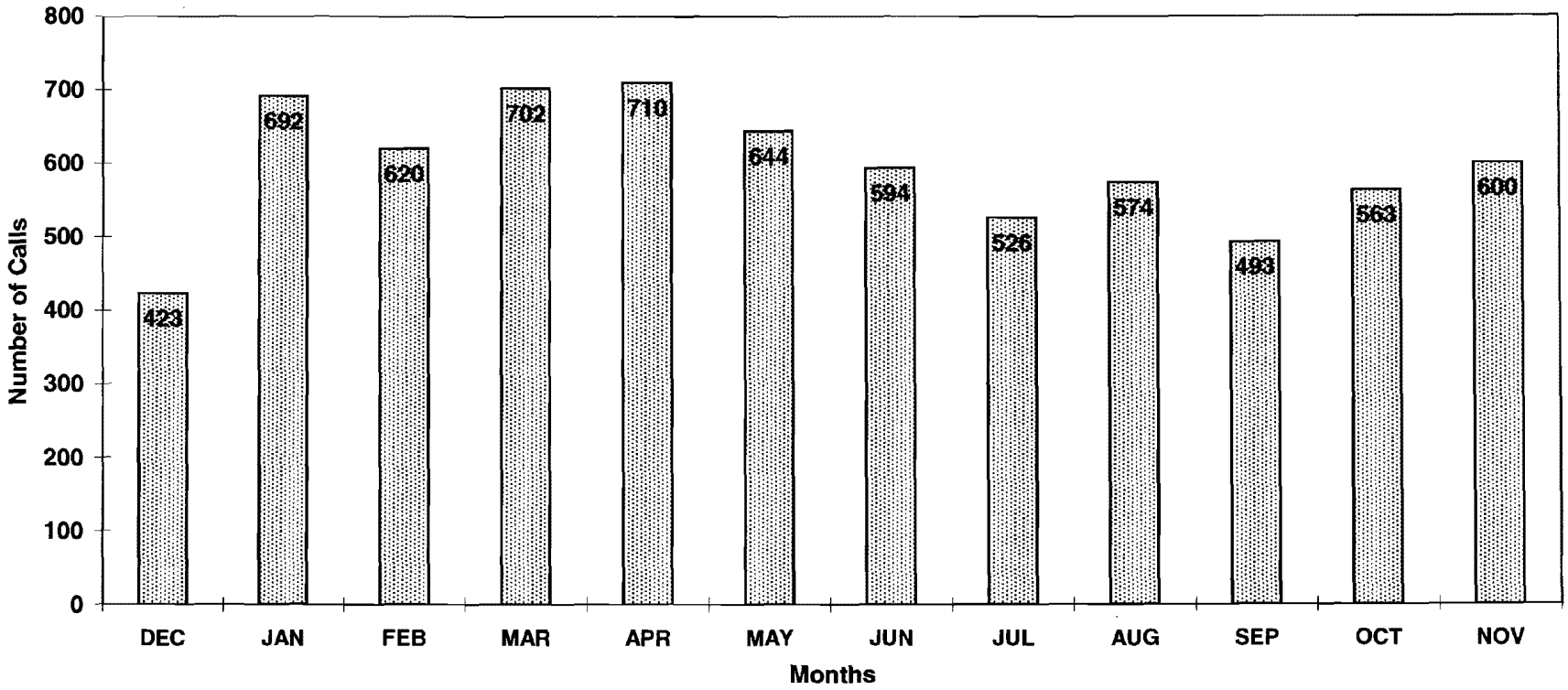

35
30
25
20
15
10
5
Closed
Received
Abandoned Vehicle
Abandoned Vehicle in Street
Business License Pending
Business License Renewal
C of O
Create / Permit a Nuisance
Dirty Swimming Pool
Drainage/Water Run-Off
Dumper
Dumping
Expired Permit
Fire Code Complaint
Hazardous Electrical
Hazardous Plumbing
Hazardous Structure
Illegal Business
Illegal Land Use
Illegal Signs
Inoperative Vehicle
Junk and debris
Landscape Maintenance
Landscape MFR Requirement
Litter
Loitering
Noise
Open Container
Other
Parking Off-Truck Route
Parking RV/ trailer in driveway
Refrigerator Cabinet
Sewage
Solicitation
Street Obstructions
Unsecured Swimming Pool
W/O Business License
W/O Business License (Rent Prop)
W/O Heater
Weed Abatement
Working without Permit

CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

ESTIMATED COUNTER CALLS



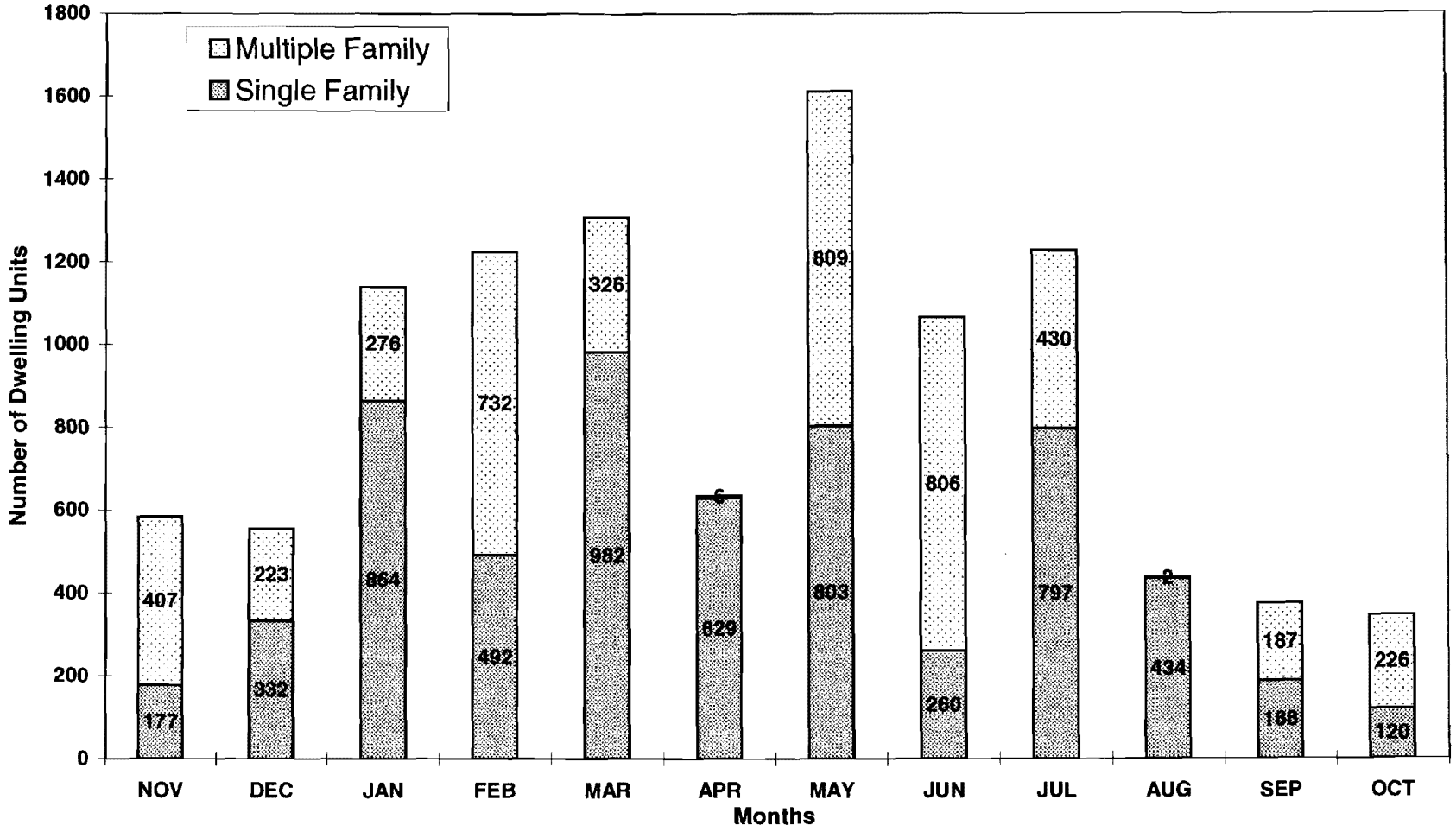
CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2005/2006 PLAN CHECK ACTIVITY

PROJECTS REVIEWED FOR BUILDING PERMITS BY THE NUMBER OF DWELLING UNITS



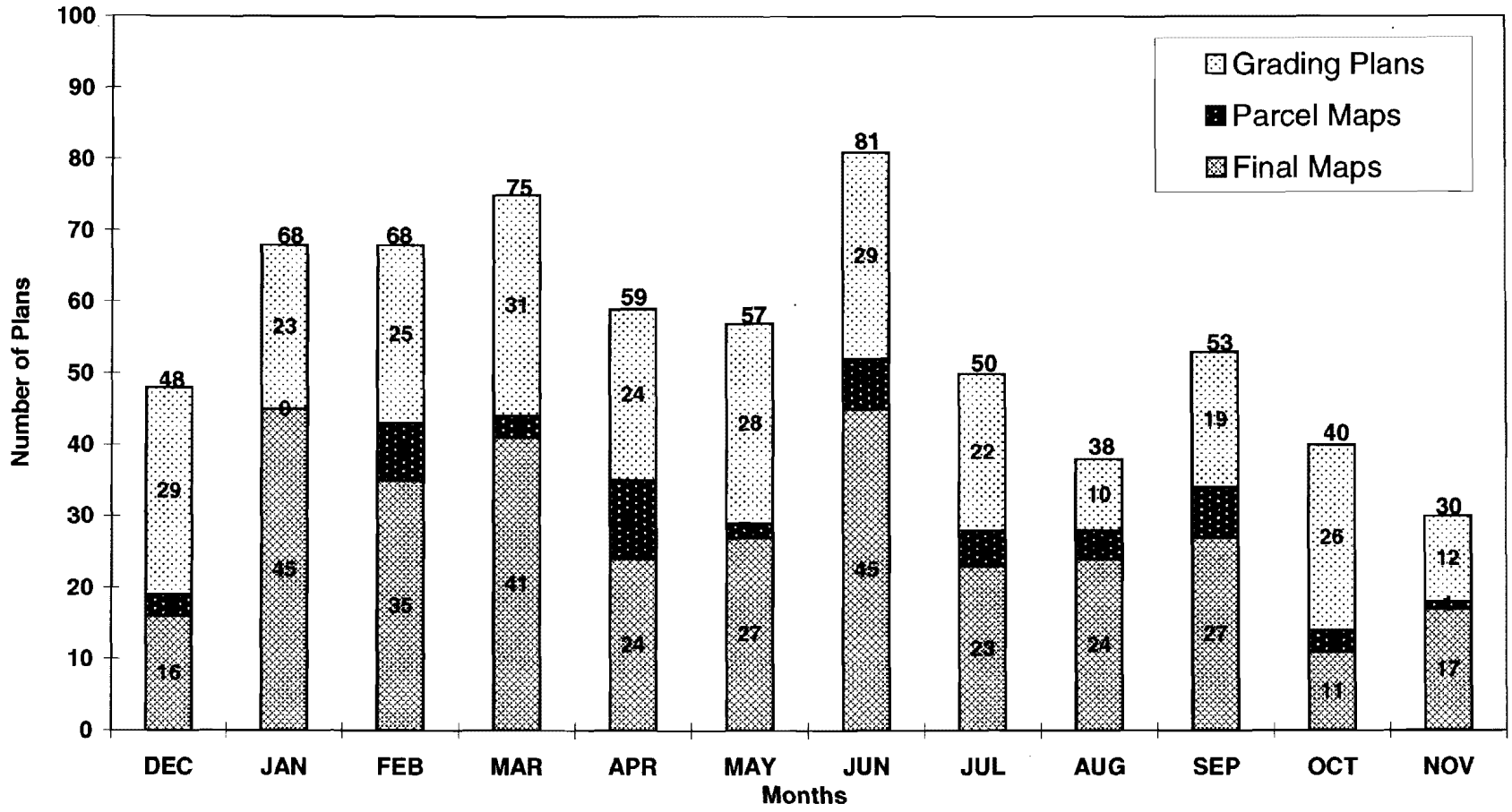
CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2005/2006 PLAN CHECK ACTIVITY

PROJECTS REVIEWED FOR GRADING PERMITS AND SUBDIVISIONS



CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2006 MONTHLY PLANNING COMMISSION REPORT

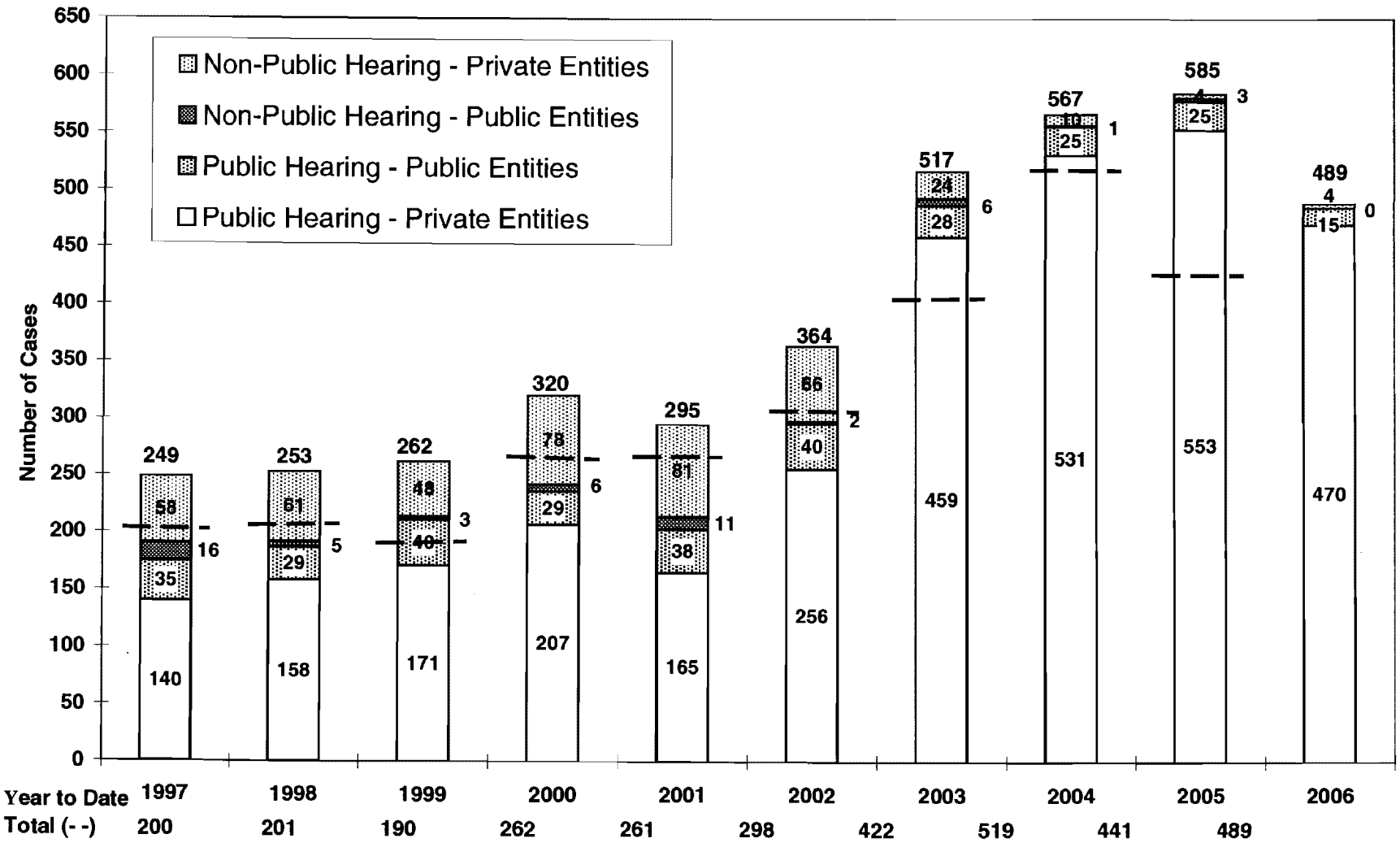
TYPE OF CASE	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Totals
						PUBLIC HEARING ITEMS							
Continued Items	16	13	16	28	27	37	36	27	21	11			232
Conditional Uses	4	5	1	8	8	8	4	2	4	1			45
Conditional Use Modifications	1	2	1										4
Site Plans	7	13	3	4	5	10	15	4	4	1			66
Site Plan Modifications				1				1					2
Variances													0
Parcel Maps	2	1	3	2	2	3	3		3	1			20
Parcel Map Modifications													0
Parcel Map Extensions													0
Tentative Tracts	8	8	1	11	2	7	2	7	6	2			54
Vesting													0
Tentative Tract Modifications					1	1							2
Tentative Tract Extensions				2		3							5
Amendment to Tracts													0
Certificates of Compliance													0
Development Plans		2		4		1		2					9
General Plan Amendments		1	2			11	1		4				19
Zone Changes	1	1	1	1		11	1		4				20
Planned Unit Developments		1				1							2
Planned Unit Development Modifications													0
Specific Plans						1							1
Specific Plan Amendments						2	1						3
Development Agreements													0
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments									1				1
Subtotal New Items	23	34	12	33	18	59	27	16	26	5	0	0	253
						NON-PUBLIC HEARING ITEMS							
Continued Items													0
Findings of Substantial Conformity													0
Requests								1		1			2
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													
Planning Commission Policies													0
Miscellaneous		2											2
Subtotal New Items	0	2	0	0	0	0	0	1	0	1	0	0	4
GRAND TOTAL NEW ITEMS	23	36	12	33	18	59	27	17	26	6	0	0	257
TOTAL OF ALL ITEMS HEARD	39	49	28	61	45	96	63	44	47	17	0	0	489

CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

PLANNING COMMISSION CASES HEARD
FROM JANUARY 1, 1997, THROUGH THE COMMISSION'S OCTOBER 11, 2006 MEETING

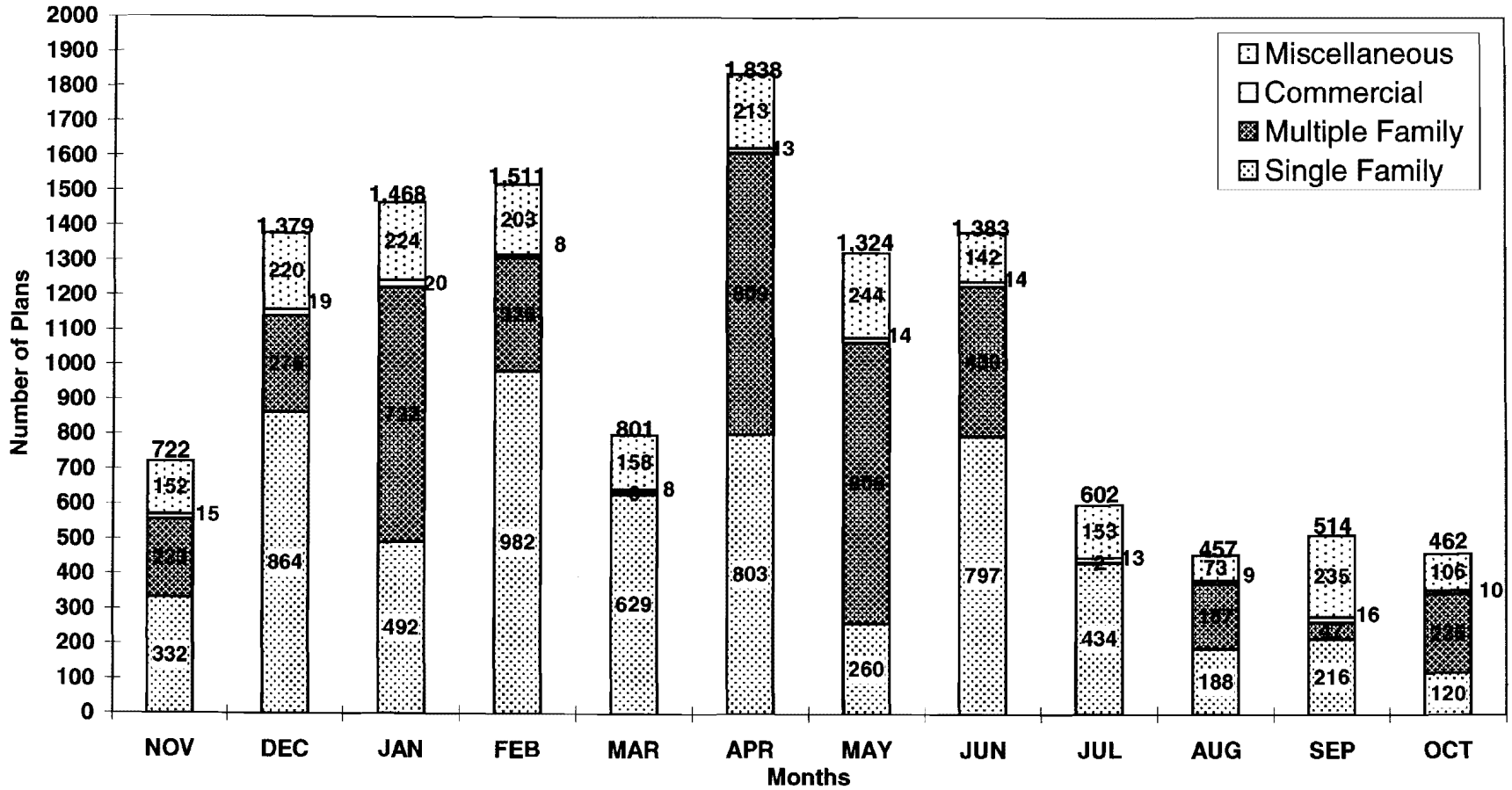


CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2005/2006 PLAN CHECK ACTIVITY
PROJECTS REVIEWED FOR BUILDING PERMITS



CITY OF VICTORVILLE

DEVELOPMENT DEPARTMENT

PLANNING DIVISION

2006-RESIDENTIAL BUILDING ACTIVITIES BASED ON UTILITY RELEASE

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U			
JANUARY	92	92									92	92	268.64
FEBRUARY	97	97							1	1	98	98	286.16
MARCH	199	199							3	3	202	202	589.84
APRIL	189	189							2	2	191	191	557.72
MAY	174	174							4	4	178	178	519.76
JUNE	118	118									118	118	344.56
JULY	157	157							2	2	159	159	464.28
AUGUST	131	131							1	1	132	132	385.44
SEPTEMBER	328	328							1	1	329	329	960.68
OCTOBER	348	348							1	1	349	349	1019.08
NOVEMBER											0	0	0.00
DECEMBER											0	0	0.00
DEMO											0	0	0.00
ANNEX											0	0	0.00
TOTALS	**1833**	**1833**	**0**	**0**	**0**	**0**	**0**	**0**	**15**	**15**	**1848**	**1848**	**5396.16**

ESTIMATED POPULATION INCREASE (BASED ON 2.92 PER DU) **5,396**

STARTING POPULATION **1-1-06** **91,230**

(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-06 CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION **10-31-06** **96,626**

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CITY OF
VICTORVILLE

(760) 955-5000
FAX (760) 245-7243
E-mail: vville@ci.victorville.ca.us

14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

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

DATE: November 13, 2006

SUBJECT: **Award the design & engineering project for City Hall Expansion – Technology Renovation**

RECOMMENDATION: That the Honorable City Council award an amount not to exceed $33,203.01 to Western Audio Visual Corp. for Audio Visual Systems Design and Engineering.

FISCAL IMPACT: $33,203.01

Budget Amount: $1,365,000.00

Budget Account No.: TBD

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

✓ No
___ Yes/$Amount:

Finance Director Review and Approval ap

DISCUSSION: Western Audio Visual Corporation will complete the design and engineering phase of the technology enhancement project in the new and renovated City Hall facilities. The design phase will cover presentation systems, electronic signage, and audio/visual integration. The cost includes a 5% contingency.

The Honorable City Council approved the fund for the overall project at the October 17, 2006 Council Meeting. The item is budgeted for, and sufficient funds are available to cover the cost of the purchase.

Submitted by: Brandon Cales, IS Coordinator

Consent
#9D
11-21-06

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CITY OF
VICTORVILLE

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Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: Christopher P. Stathis CPS
Director of Information Services

DATE: November 13, 2006

SUBJECT: **Tidemark User Licenses and Annual Maintenance**

RECOMMENDATION: That the Honorable City Council award Accela, Inc. in an amount of $51,211.24 for additional Tidemark Licenses and Annual Maintenance.

FISCAL IMPACT: $51,211.24

Budget Amount: $43,638.75
Budget Account No.: 521054-10100-30200-30312-52260

Budget Amount: $7572.49
Budget Account No.: 521009-10100-30200-30312-52193

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

✓ No
___ Yes/$Amount:

Finance Director Review and Approval ___

DISCUSSION:
Tidemark, the City's Permitting and Licensing Software, has now expanded beyond Building Permits and is now used by several different departments. Finance now uses Tidemark for the Business License process, as well as Animal Control for Licensing and Code Enforcement, and Planning and Engineering to automate several for their processes.

These additional Licenses and Annual Maintenance for the Tidemark application will allow us to expand the use of this application to the requesting departments, as well as increase the availability of the Tidemark Development Tools to the Information Services Department. The growth of the City of Victorville and the need for integrated information has precipitated this software upgrade.

These items are budgeted for, and sufficient funds are available to cover the cost of the purchase. The Honorable City Council has already approved these monies in the 2007 fiscal budget.

Submitted by: Burrell Hill

Consent
#9E
11-21-06

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 13, 2006

SUBJECT: **PARKVIEW PARK AGREEMENT**

RECOMMENDATION: That the City Council approve the Park Agreement for Tract Map 18127 – Parkview.

FISCAL IMPACT:

Budget Amount:_____Budget
Account No._____

---Finance Dept. Use Only---
Additional Appropriation:
____ No
____ Yes/$Amount:_____
Finance Director Review & Approval_____

DISCUSSION: This proposal is for approval of the attached City of Victorville Park Agreement for Tract Map No. 18127 – Parkview. This agreement allows for the development of a 10-acre park site by LP High Desert Land Company, LLC.

JG:lk

Attachment – Agreement

Consent
#9F
11-21-06

CITY OF VICTORVILLE PARK AGREEMENT FOR TRACT MAP NO. 18127--PARKVIEW

This Park Agreement (the "Agreement") is entered into effective _____, 2006 by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California (the "City") and LP High Desert Land Company, LLC ("Owner").

RECITALS

WHEREAS, Owner owns certain real property in the City, commonly known as "Parkview" and further described in Exhibit A hereto (the "Property"), and incorporated herein by this reference; and

WHEREAS, the City has approved or is processing applications for certain land use entitlements for the Property consisting of a General Plan amendment, Specific Plan, Tentative Parcel Map No. 17662 and Vesting Tentative Tract Map No. 18127 which will permit the development of approximately 715 dwelling units and 11 acres of commercial uses on the Property. The development of the Property in accordance with the project entitlements shall be referred to herein as the "Project;" and

WHEREAS, it is expected the Project will include an approximate 10-acre park site described in Exhibit B attached hereto (the "Park Site"), and incorporated herein by this reference; and

WHEREAS, the City desires to facilitate construction of park improvements on the Park Site concurrent with development of the Project; and

WHEREAS, the City has determined that the development of the Park Site pursuant to this Agreement is in the best interests of the City, and the health, safety and welfare of the residents, and is in accord with the public purposes and provisions of applicable state and local laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Owner Park Site Improvements.

a. Owner shall make certain improvements to the Park Site, which shall be subject to the City's approval. These improvements shall be referred to as "Owner Improvements," and shall consist of at least the following:

i. Owner shall design, engineer, and construct a portion of the Park Site which shall serve as a water detention basin to detain a maximum of 50 acre feet of storm water from areas both within and outside of the Property; and

ii. Owner shall mass grade the Park Site in accordance with mass grading and detention basin plans approved by the City. This mass grading shall be done at the same time Owner mass grades the entire Project site; and

iii. Owner shall cause utilities to be stubbed to the edge of the Park Site and install any inlet and outlet structures that will enable a portion of the Park Site to function as a detention basin in accordance with the plans approved by the City.

2. Park Acquisition.

The City agrees to acquire the Park Site from the Owner in accordance with this Agreement when such Owner Improvements are completed to the satisfaction of the City. The City shall purchase the Park Site for the fair market value of the Park Site as improved with the Owner Improvements pursuant to the terms of this Agreement and mutually acceptable escrow instructions.

3. Calculation of Fair Market Value.

The fair market value of the Park Site, as improved with the Owner Improvements, shall be determined by a M.A.I. appraiser mutually acceptable to Owner and the City consistent with the requirements of California Code of Civil Procedure Sections 1263.320 and 1263.330. If the parties cannot agree on an appraiser, each shall select a M.A.I. appraiser who shall appraise the Park Site and Owner and the City shall attempt to agree on the fair market value of the Park Site on the basis of the two appraisals. If Owner and the City cannot so agree, the two appraisers shall select a third M.A.I. appraiser who shall determine the Park Site's fair market value. The appraiser(s) shall determine the Park Site's fair market value by using as the valuation date a date that is not more than 120 days prior to transfer of the Park Site to the City. The appraisal shall be based upon the highest and best use of the Park Site. The fair market value of the Park Site determined pursuant to the process described in this paragraph shall be referred to as the "Acquisition Value." Reasonable costs associated with the preparation, execution and delivery of the appraisals shall be borne in equal parts by the Owner and the City.

4. Park Fee Established.

The Project is subject to a City park development impact fee, which is currently in the amount of $5,054.87 per dwelling unit (the "Park Fee"). The amount of the Park Fee shall be calculated as the amount in effect at the time the Park Fee is paid or otherwise satisfied pursuant to this Agreement.

5. Owner Advances to the City for City Park Site Improvements.

In order to facilitate the City's construction of the Park (the "City Park Site Improvements"), the Owner may elect to advance funds to the City to pay all or a portion of the City's cost of the City Park Site Improvements, which may include, but are not limited to, design of the Park Site, installation of hardscape, landscaping, and fields ("City Park Site Improvements Advances"). Should the City desire to accept the City Park Site Improvements Advances, the City shall construct the City Park Site Improvements in accordance with the phasing provisions of the Parkview Specific Plan.

6. Formation of CFD.

a. In order to finance the Acquisition Value and any City Park Site Improvements Advances by the Owner, the City or the Owner may elect to initiate proceedings to establish a Community Facilities District ("CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with section 53311 of the California Government Code) and pursuant to the City of Victorville Goals and Policies for Community Facilities Districts and Assessment Districts. If approved by the landowner elector, the CFD, pursuant to City Council discretion, can be authorized to finance, among other things, 1) the City's acquisition of the Park Site, and 2) any or all of the City Park Site Improvement costs, in an amount not to exceed the Park Fee obligation for the Project.

b. Should the CFD be established, any CFD bonds may be issued on or about the time as the issuance of building permits for the first dwelling unit with the Project. The proceeds of the bonds shall be available to fund, in order of priority, 1) the City's purchase of the Park Site, 2) Owner reimbursement of funds advanced to the City for City Park Site Improvements and 3) other fees and facilities authorized to be financed through the CFD.

c. Should the CFD be established and bonds issued, the City shall disburse the bond proceeds to reimburse the Owner for any City Park Site Improvements Advances, and to pay the Acquisition Value of the Park Site. The remaining portion of the Park Fee obligation for the Project funded with bond proceeds may be used by the City to construct the City Park Site Improvements. An example of how the Park Fee funding and credits provisions of this Agreement would be implemented is attached as Exhibit C, and incorporated herein by this reference.

7. Offset of Park Fee.

a. Owner shall receive a credit against the Project's Park Fee obligation whether or not bonds of the CFD are issued in an amount equal to the Acquisition Value of the Park Site and the amount of the City Park Site Improvement Advances.

8. Owner Satisfaction of the Park Fee.

Should the CFD be established, and upon the issuance of any bonds, the amount of bond proceeds equal to the total Park Fee obligation of the Project, as determined at the time of issuance of the bonds based upon the Park Fee amount in effect at that time, shall be set aside and the Project's total Park Fee obligation shall be deemed satisfied.

9. Prevailing Wage.

a. Any and all Owner Improvements may be subject to the prevailing wage requirements under California State Law. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required. A copy of said wage rates is available on the Department of Industrial Relations website http://www.dir.ca.gov/. The Owner and any of it agents, contractors, subcontractors, designees or assigns shall not pay less than said specified rates and shall post a copy of said wage rates at the Project site unless it is determined that the prevailing wage requirements do not apply, in which case Owner shall nevertheless indemnify and hold harmless the City against any claims that such requirements do apply with respect to the construction of the Owner Improvements.

b. Pursuant to the provisions of Section 1776(a) of the Labor Code, Owner and/or any of its agents, contractors, subcontractors, designees, or assigns shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct, and (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

10. Notices.

Any notice, demand, approval, consent or other communication required or permitted pursuant to this Agreement or by law shall be validly given or made only if in writing, delivered personally or properly sent by courier, facsimile or United States Mail, and addressed to the party for whom intended, as follows:

If to the City:	City of Victorville 14343 Civic Center Drive Victorville, CA 92392-2399 P.O. Box 2399 Attention: Jon Gargan Telephone No.: (760) 955-5256 Facsimile No.: (760) 269-0031
If to Owner:	LP High Desert Land Company, LLC c/o Lewis Operating Corp. 1156 Mountain Avenue Upland, CA 91786 Attention: David Crowder and Ken Corhan Telephone No.: (909) 949-6701 Facsimile No.: (909) 912-6725

11. Attorney's Fees.

If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorney's fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

12. Indemnification.

Owner shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for any personal injuries, deaths, property damage (including property owned by the City) which may arise out of Owner's negligent or intentional performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or that of its officers or employees.

13. Governing Law.

The validity of this Agreement and any of it terms or provisions, as well as the rights and duties of the Parties under this Agreement shall be interpreted, enforced and governed by the laws of the State of California.

14. Entire Agreement/Modification.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified except in writing by both parties hereto.

15. No Merger.

The obligations contained hereunder shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled.

16. Ambiguities.

This Agreement shall be construed as if prepared jointly by the parties and any uncertainty or ambiguity shall not be interpreted against any one party. Except as expressly limited by this provision, all of the applicable rules of interpretation of contracts shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

17. Severability.

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

18. Counterparts.

This Agreement may be executed in counterparts which, each of which shall be deemed an original, but when taken together constitute the entire agreement among the parties hereto.

19. Assignment.

This Agreement shall not be assigned by either Party without prior written consent of the all Parties; provided, however, Owner may assign its rights and obligations to the purchaser of all or a portion of the Project and be released from all obligations under this Agreement if the assignee enters into a written assignment and

assumption agreement with Owner to that effect and the City is provided with a copy of such agreement.

20. Successors, Heirs and Assignment.

This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors in interest, and assignees of the respective parties. All heirs, successors and assignees shall be bound by the rights, duties and obligations of the parties arising under this Agreement.

21. Interpretation of Agreement.

The article, section and other headings of this Agreement are for convenience and reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. The term "person" shall include any individual, partnership, joint venture, corporation, trust, unincorporated association, any other entity and any government or any department or Agency thereof, whether acting in an individual, fiduciary or other capacity.

22. Cooperation.

Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of each party's obligations under this Agreement and take such actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

23. Authority.

The person(s) signing this Agreement on behalf of any specified party represents that he or she has full authority to execute this Agreement on behalf of such party and that such party is authorized to enter into this Agreement.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth hereinabove.

CITY OF VICTORVILLE

By: _____
Mayor

ATTEST:

By: _____
Carolee Bates
City Clerk

APPROVED AS TO CONTENT:

By: _____
Jon Gargan
Director of Community Services

OWNER:

LP HIGH DESERT LAND COMPANY, LLC,
a Delaware limited liability company

By: LS LAND INVESTMENTS, LLC,
a Delaware limited liability company, Its Managing Member

By: LEWIS OPERATING CORP.,
a California corporation - Its Sole Manager

By: _____
Name: _____
Its: Authorized Agent

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1

The Southwest Quarter of the Southeast Quarter of Section 30, Township 5 North, Range 5 West, San Bernardino Base and Meridian in the City of Victorville, County of San Bernardino, State of California according to the Official Government Survey on file in the District Land Office.

Excepting and reserving unto grantor all oil, gas and other hydrocarbon substances and minerals lying in and under said land above described or produced and saved therefrom; and further excepting and reserving to grantor the sole and exclusive rights to drill into, from and through said land, and all subsurface easements necessary or convenient to prospecting for, producing and developing oil, gas and other hydrocarbon substances and minerals by means of slant drilling operations conducted from surface locations outside said land, into or through said land, to producing intervals either within or beyond said land; all subject, however, to the condition that, in the enjoyment of said reserved and excepted rights and interests grantor shall not enter upon the surface of said land or into the upper 500 feet thereof measured vertically from said surface.

Parcel 2

Government Lots 1 and 2 of the Southwest ¼ of Section 30, Township 5 North, Range 5 West, San Bernardino Base and Meridian, in the City of Victorville, County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General dated March 19, 1856.

Excepting therefrom 1/16 of all oil, gas and other mineral deposits, together with the right to prospect for, mine and remove the same, as reserved in the Patent from the State of California, recorded September 29, 1926 in Book 149, Page 26 Official Records.

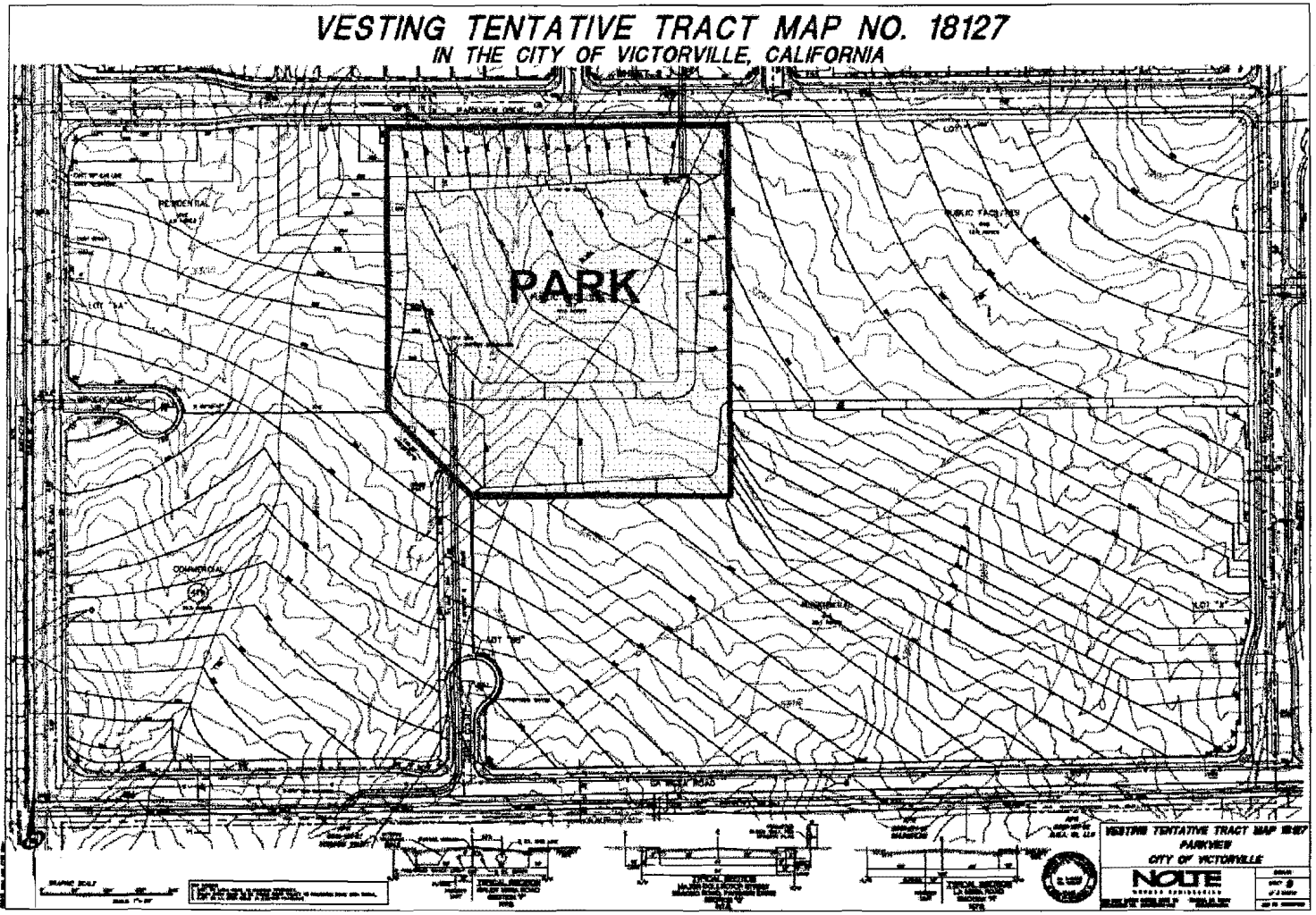
Prepared By:
Nolte Associates, Inc

8/1/05

Ronald C. Parker — Date
L.S. 4312

LICENSED LAND SURVEYOR
RONALD C. PARKER
No. 4312
Exp. 6/30/08
STATE OF CALIFORNIA

Exhibit B



Not to Scale

EXHIBIT C
EXAMPLE OF PARK FEE FUNDING AND CREDITS

The following is an example of how the provisions of this Agreement with respect to Park Fee funding and credits will be implemented:

> Assume Owner elects to make $200,000 in City Park Site Improvements Advances to the City and the Park Site Acquisition Value is $2,000,000. Whether or not the CFD is ever formed and bonds are issued, the Owner shall be entitled to a $2,200,000 credit against the Project's Park Fee obligation. Now assume the CFD is formed and bonds are issued. At the time the bonds are issued, assume the Park Fee is $6,000 per dwelling unit. Therefore, the Project's total Park Fee obligation and the "Park Funding Amount" to be funded from bond proceeds is $4,290,000 ($6,000 x 715 dwelling units). Owner would be reimbursed $200,000 for prior City Park Site Improvements and $2,000,000 for the Acquisition Value of the Park Site from the Park Funding Amount, and the remaining $2,090,000 of the Park Funding Amount would be available to the City to fund City Park Site Improvements. Owner would be deemed to have satisfied the Project's total Park Fee obligation and the City would have received design services (valued at $200,000), land (valued at $2,000,000) and money from bond proceeds available to fund City Park Site Improvements ($2,090,000) in a total amount equal to the Project's Park Fee obligation.

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: REQUESTING THE FULL RELEASE OF FAITHFUL PERFORMANCE AND LABOR BONDS FOR THE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 16328-1 & 2.

TRACT NO.	BOND NO.	FAITHFUL PERFORMANCE	LABOR AND MATERIALS
16328-1	1039181517	$42,815.52	$21,407.76
16328-2	104111452	$10,703.88	$5,351.94

Developer: Howard Roberts Development Company
Attn: JD Didion
1710A Plum Lane
Redlands, CA 92374

RECOMMENDATION: That the City Council approve the full release of the Faithful Performance and Labor and Material Bonds in the total amount of $80,279.10.

FISCAL IMPACT: None

Budget Amount:_____Budget Account No._____

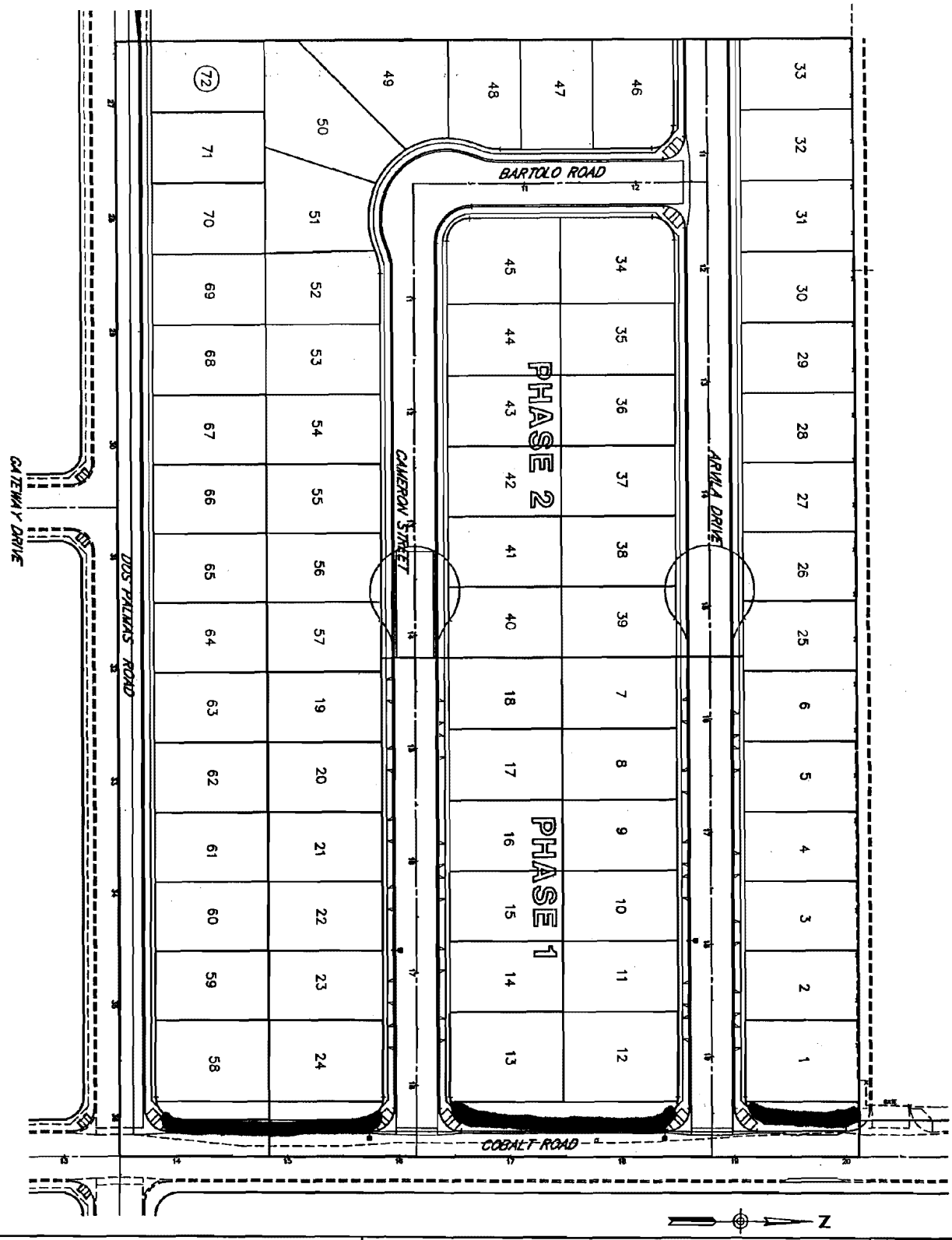
---Finance Dept. Use Only---
Additional Appropriation:
___✓___ No
____ Yes/$Amount:_____
Finance Director Review & Approval_____

DISCUSSION: The developer, Howard Roberts Development, completed the required landscaping improvements at Cobalt and Dos Palmas Roads and the area was accepted on July 14, 2005. Copies of the bonds were unavailable at that time and the developer has just now provided documentation. As the one-year warranty period requirement has been exceeded, it is requested that the bonds be released in full rather than in increments, as per (Ordinance 999 § 1 (part) 1985. A site map and copies of the bonds are attached.

JEG:RS:bw

Attachments

Consent
#9G
11-21-06



VVCE, Inc.
14297 Cajon St., Suite 101
Victorville, CA., 92392-2335
(760) 241-0595

TRACT 16328
TRACT LAYOUT

HOWARD ROBERTS DEVELOPMENT

EXHIBIT

D

Bond No. 1039181517
Premium: $856.00 for a two (2) year term

PERFORMANCE BOND

WHEREAS, CITY OF VICTORVILLE, State of California and HOWARD ROBERTS DEVELOPMENT COMPANY entered into an agreement based on this document where by Principal agrees to install and complete certain designated public improvements, which said agreement dated NOVEMBER 6, 2002 and identified as project, LANDSCAPING & IRRIGATION IMPROVEMENTS, PHASE 1, TRACT NO. 16328-1 & 2 COBALT RD. & DOS PALMAS (Legal Description and Improvements), is hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bound unto CITY OF VICTORVILLE , as Obligee, in the penal sum of FORTY-TWO THOUSAND EIGHT HUNDRED FIFTEEN AND 52/100'S DOLLARS ($42,815.52) lawful money of the United States, for the payment of which sum well and truly 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 bounden 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 covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As 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, inured by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered in the COUNTY OF SAN BERNARDINO.

The Surety hereby stipulates 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 such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on FEBRUARY 12, 2003.

Principal	Surety
HOWARD ROBERTS DEVELOPMENT COMPANY	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By: _____	By: _____ Julia B. Leonard, Attorney in Fact
	Address: 700 North Central Avenue 8th Floor Glendale, CA 91203

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Julia B. Leonard, Ken Coate, Kenneth A. Coate, Mark N. Gladding, of Riverside, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 in the future with respect to any bond or undertaking to which it is attached.

Bond No 1039181517
Premium: Included in the Performance Bond

LABOR & MATERIAL BOND

WHEREAS, CITY OF VICTORVILLE and HOWARD ROBERTS DEVELOPMENT COMPANY as Principal, have entered into an agreement based on this document whereby Principal agrees to install and complete certain designated public improvements which said agreement dated NOVEMBER 6, 2002 and identified as project, LANDSCAPING & IRRIGATION IMPROVEMENTS: PHASE 1, TRACT NO. 16328-1 & 2 COBALT RD. & DOS PALMAS (Legal Description and Name of Project) 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 labor & material payment bond with the CITY OF VICTORVILLE to secure 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 corporate Surety, are held and firmly bound unto 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 Civil Code of the State of California in the sum of TWENTY-ONE THOUSAND FOUR HUNDRED SEVEN AND 76/100'S DOLLARS ($21,407.76), for materials 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 amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, in successfully enforcing such obligation in the CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, 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 a right 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 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 such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the FEBRUARY 12, 2003.

Principal

HOWARD ROBERTS DEVELOPMENT COMPANY

By:_____

Surety

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:_____
Julia B. Leonard, Attorney in Fact

Address: 700 North Central Avenue
8th Floor
Glendale, CA 91203

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Julia B. Leonard, Ken Coate, Kenneth A. Coate, Mark N. Gladding, of Riverside, California**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 in the future with respect to any bond or undertaking to which it is attached.

Bond No. 104111452
Premium: $214.00 for a two (2) year term

PERFORMANCE BOND

WHEREAS, CITY OF VICTORVILLE, State of California and HOWARD ROBERTS DEVELOPMENT COMPANY entered into an agreement based on this document where by Principal agrees to install and complete certain designated public improvements, which said agreement dated _____ and identified as project, LANDSCAPE IMPROVEMENTS: TRACT NO. 16328-2, VICTORVILLE, CA (THE COLLECTIONS, PHASE II, 33 HOMES,) (Legal Description and Improvements), is hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bound unto CITY OF VICTORVILLE , as Obligee, in the penal sum of TEN THOUSAND SEVEN HUNDRED THREE AND 88/100'S DOLLARS ($10,703.88) lawful money of the United States, for the payment of which sum well and truly 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 bounden 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 covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As 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, inured by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered in the CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO.

The Surety hereby stipulates 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 such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on OCTOBER 10, 2003.

Principal	Surety
HOWARD ROBERTS DEVELOPMENT COMPANY	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By _____	By: _____ Julia B. Leonard, Attorney in Fact
	Address: 700 North Central Avenue, 8th Floor Glendale, CA 91203

IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at $100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Julia B. Leonard, Ken Coate, Kenneth A. Coate, Mark N. Gladding, of Riverside, California,** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 in the future with respect to any bond or undertaking to which it is attached.

Bond No. 104111452
Premium: Included in the Performance Bond

LABOR & MATERIAL BOND

WHEREAS, CITY OF VICTORVILLE and HOWARD ROBERTS DEVELOPMENT COMPANY as Principal, have entered into an agreement based on this document whereby Principal agrees to install and complete certain designated public improvements which said agreement dated _____ and identified as project, LANDSCAPE IMPROVEMENTS: TRACT NO. 16328-2, VICTORVILLE, CA (THE COLLECTIONS, PHASE II, 33 HOMES,) (Legal Description and Name of Project) 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 labor & material payment bond with the CITY OF VICTORVILLE to secure 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 corporate Surety, are held and firmly bound unto 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 Civil Code of the State of California in the sum of FIVE THOUSAND THREE HUNDRED FIFTY ONE AND 94/100'S DOLLARS ($5,351.94), for materials 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 amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, in successfully enforcing such obligation in the CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, 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 a right 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 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 such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the OCTOBER 10, 2003.

Principal	Surety
HOWARD ROBERTS DEVELOPMENT COMPANY	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By:_____	By:_____ Julia B. Leonard, Attorney in Fact
	Address: 700 North Central Avenue, 8th Floor Glendale, CA 91203

IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at $100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Julia B. Leonard, Ken Coate, Kenneth A. Coate, Mark N. Gladding, of Riverside, California**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 in the future with respect to any bond or undertaking to which it is attached.

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: REQUESTING THE RELEASE OF THE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS FOR BRENTWOOD NORTHWEST PASEO AS SHOWN BELOW.

TRACT NUMBER	LOCATION	BOND NUMBER	FAITHFUL PERFORMANCE
16220	Reno Loop & West Trail – NW Paseo	3SM 047 323 00	$567,112.26
16220	East & West Paseo Walls	3SM 047 321 00	$130,625.00
		TOTAL	$697,737.26

Developer: SunCal Companies
1250 Corona Pointe Court, Suite 210
Corona, CA 92879

RECOMMENDATION: That the City Council approve the release of the remaining 20% of the Faithful Performance Bonds as listed above in the total amount of $139,547.46.

FISCAL IMPACT: None

Budget Amount:_____Budget
Account No._____

—Finance Dept. Use Only—
Additional Appropriation:
___✓ No
___ Yes/$Amount:_____
Finance Director Review & Approval_____

DISCUSSION: The developer, LB/L- Suncal II Victor Valley LLC, completed the required landscaping improvements for the Northwest Paseo at Reno Loop and West Trail within the Brentwood Development. At their meeting of November 15, 2005, the City Council approved the 80% release of the Faithful Performance Bonds, as per (Ordinance 999 § 1 (part) 1985. The one-year warranty period has been fulfilled and it is now requested that the remaining 20% of the bonds be released. A site map and copies of the bonds are attached.

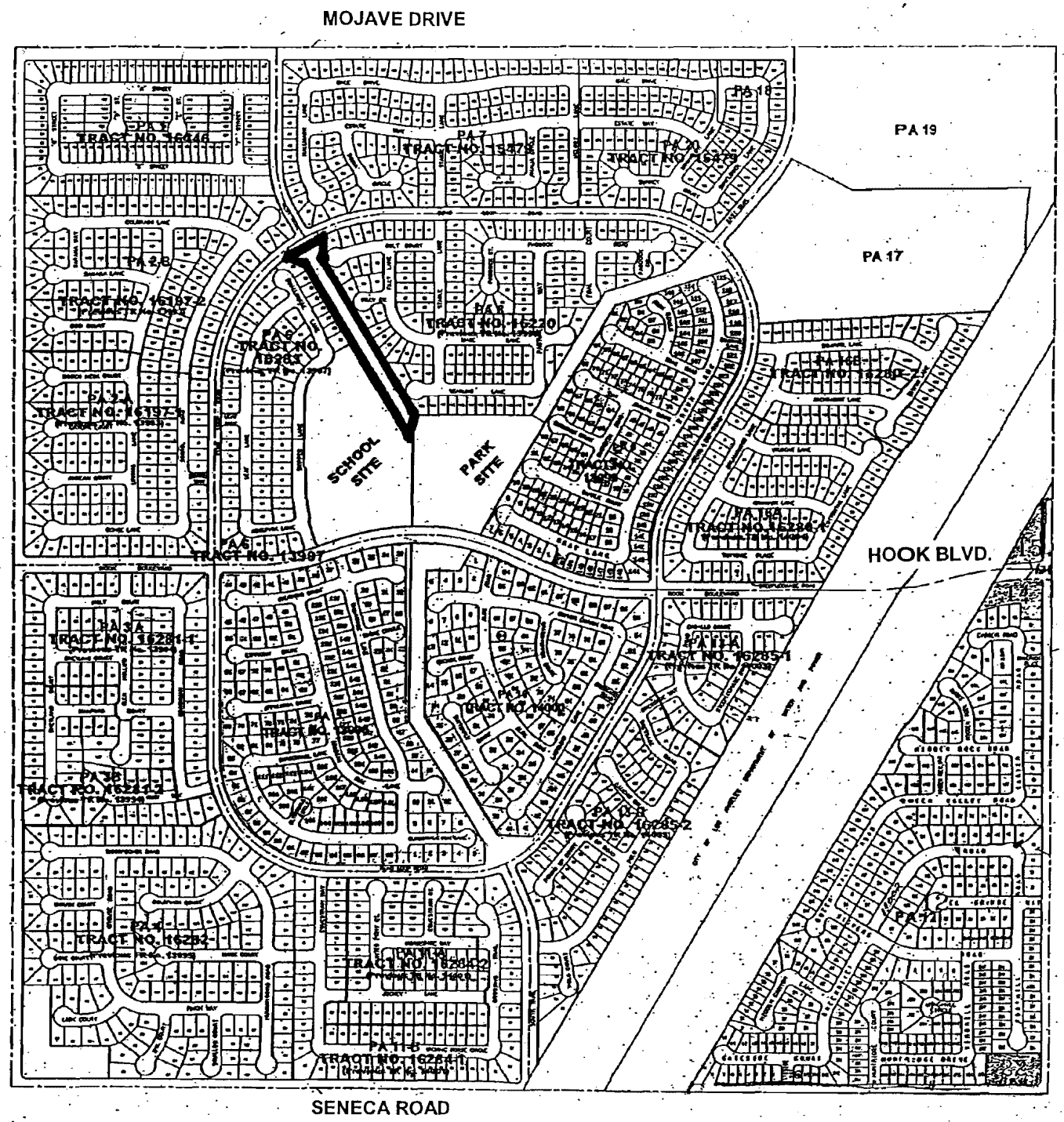
JEG:RS:bw

Attachments

Consent
#9H
11-21-06

BRENTWOOD DEVELOPMENT

NORTHWEST PASEO



American Motorists Insurance Company

KEMPER.

FIRST TERM PREMIUM FULLY EARNED
Bond Number: 3SM 047 323 00
Premium (Two Years): $5,671.00

SUBDIVISION BOND
FAITHFUL PERFORMANCE-PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS: That, LB/L-SUNCAL II VICTOR VALLEY LLC, A Delaware Limited Liability Company, as Principal, and the AMERICAN MOTORISTS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto CITY OF VICTORVILLE, as Obligee, in the sum of FIVE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED TWELVE & 26/100 DOLLARS ($567,112.26), 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 _____, with the Obligee to do and perform the following work; to wit:

SUBDIVISION IMPROVEMENTS FOR TRACT 16220, LANDSCAPING (NORTHWEST PASEO)

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: JULY 9, 2002

LB/L-SUNCAL II VICTOR VALLEY LLC,
A Delaware Limited Liability Company
(Principal)

By: _____

American Motorists Insurance Company (Surety)

By: _____
D.J. PICARD, Attorney In Fact

DIRECT CORRESPONDENCE TO :
LOU JONES & ASSOCIATES, PO BOX 41375, 7470 N. FIGUEROA ST., LOS ANGELES, CA 90041
PHONE (323) 257-8291 • FAX (323) 256-7218

American Motorists Insurance Company

KEMPER

FIRST TERM PREMIUM FULLY EARNED
Bond Number: 3SM 047 321 00
Premium (Two Years): $1,306.00

SUBDIVISION BOND
FAITHFUL PERFORMANCE-PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS: That, **LB/L-SUNCAL II VICTOR VALLEY LLC, A Delaware Limited Liability Company**, as Principal, and the **AMERICAN MOTORISTS INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois and authorized to transact surety business in the State of **California** as Surety, are held and firmly bound unto **CITY OF VICTORVILLE**, as Obligee, in the sum of **ONE HUNDRED THIRTY THOUSAND SIX HUNDRED TWENTY-FIVE & NO/100** DOLLARS (**$130,625.00**), 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 _____, with the Obligee to do and perform the following work; to wit:

SUBDIVISION IMPROVEMENTS FOR TRACT 16220, PASEO WALLS (EAST AND WEST PASEOS)

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: JULY 9, 2002

LB/L-SUNCAL II VICTOR VALLEY LLC,
A Delaware Limited Liability Company
(Principal)

By: _____

American Motorists Insurance Company (Surety)

By: _____
D.J. PICARD, Attorney In Fact

DIRECT CORRESPONDENCE TO :
LOU JONES & ASSOCIATES, PO BOX 41375, 7470 N. FIGUEROA ST., LOS ANGELES, CA 90041
PHONE (323) 257-8291 • FAX (323) 256-7218

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
E-mail: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: November 1, 2006

SUBJECT: REQUESTING THE RELEASE OF THE REMAINING 20% OF THE FAITHFUL PERFORMANCE BOND FOR THE BRENTWOOD LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR TRACT 16446.

Faithful Performance Bond: 836887S $63,556.68

Developer: JD Pierce Company, Inc.
2222 Martin Street, Suite 100
Irvine, CA 92612

RECOMMENDATION: That the City Council approve the release of the remaining 20% of the Faithful Performance Bond in the amount of $12,711.34.

FISCAL IMPACT: None

Budget Amount:_____
Budget Account No._____

---Finance Dept. Use Only---
Additional Appropriation:
___✓ No
____ Yes/$Amount:_____
Finance Director Review & Approval_____

DISCUSSION: The developer, JD Pierce Company, Inc., completed the required landscaping improvements along West Trail, Mojave Drive and Amethyst Road within the Brentwood Development. At their meeting of November 15, 2005, the City Council approved the 80% release of the Faithful Performance Bond, as per (Ordinance 999 § 1 (part) 1985. The one-year warranty period has been fulfilled and it is now requested that the remaining 20% of the bond be released. Copies of a site map and the bond are attached.

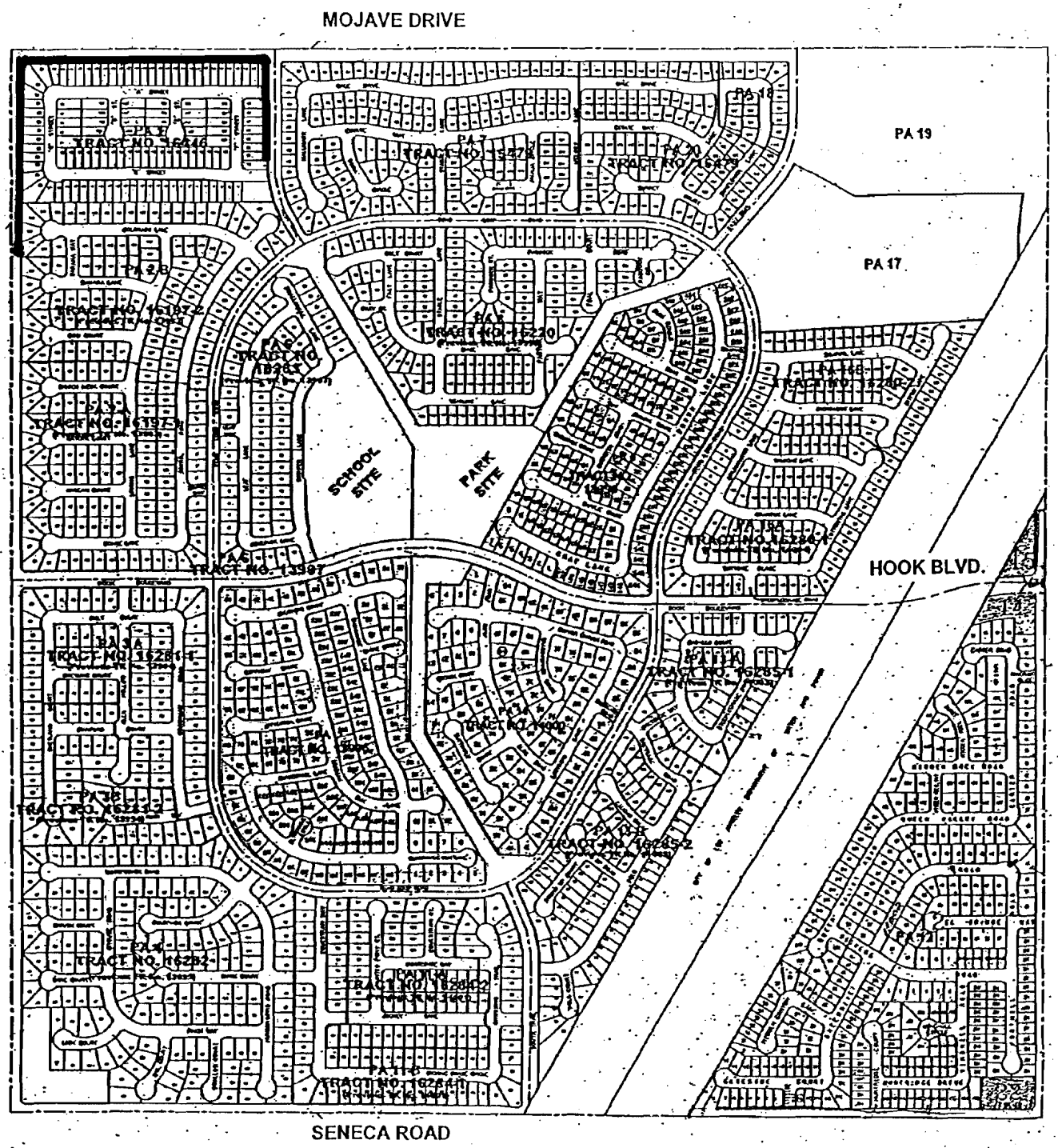
JEG:RS:bw

Attachments

Consent
#9I
11-21-06

BRENTWOOD DEVELOPMENT

Tract 16446



THE INSCO/ICO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 - Irvine, California 92614 - (949) 263-3300

BOND NO. 836887S
$ 1,017 premium is for
a term of Two (2) year(s)

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Victorville Residential Development Co., No. 1, LLC, a California Limited Liability Company, 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

The City of Victorville

as Obligee, in the sum of Sixty-Three Thousand Five Hundred Fifty-Six & 68/100 ($63,556.68) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as a condition of the filing of the final subdivision map of (Tract/Parcel) Map No. 16446, _____ 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 Anaheim, California, this 3rd day of March, 2004 (YEAR).

"PRINCIPAL"	"SURETY"
Victorville Residential Development Co., No. 1, LLC A California Limited Liability Company	Developers Surety and Indemnity Company
	BY: _____ Richard A. Coon — Attorney-in-Fact

ID-1266 (CA) (REV. 1/01)

DISCLOSURE RIDER

Terrorism Risk Insurance Act of 2002

The Terrorism Risk Insurance Act of 2002 created a three-year program under which the Federal Government will share in the payment of covered losses caused by certain events of international terrorism. The Act requires that we notify you of certain components of the Act, and the effect, if any, the Act will have on the premium charged for this bond.

Under this program, the Federal Government will cover 90% of the amount of covered losses caused by certified acts of terrorism, as defined by the Act. The coverage is available only when aggregate losses resulting from a certified act of terrorism exceed $5,000,000.00. Insurance carriers must also meet a variable deductible established by the Act. The Act also establishes a cap of $100 billion for which the Federal Government or an insurer can be responsible.

Participation in the program is mandatory for specified lines of property and casualty insurance, including surety insurance. The Act does not, however, create coverage in excess of the amount of the bond, nor does it provide coverage for any losses that are otherwise excluded by the terms of the bond, or by operation of law.

No additional premium has been charged for the terrorism coverage required by the Act.

Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
(949) 263 3300
www.InscoBico.com

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. Molende
City Engineer

DATE: November 9, 2006

SUBJECT: Partial release of the Street and Storm Drain Bond of 65% Faithful Performance only, in which, the street portion of the bond is a 45% reduction and an 80% reduction for the storm drain and the acceptance for maintenance of storm drain for Tract 15896-1.

RECOMMENDATION: Approval of the partial release of the street and storm drain bond and acceptance of the storm drain for maintenance.

FISCAL IMPACT: None

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

DISCUSSION: Covenant Group has requested a partial release of the streets and storm drain bond, Faithful Performance Only. The streets are partially completed with paving and curb and gutter, in which, a release of 45% is recommended. The streets will continue to be maintained by Covenant Group until all street work is completed and accepted, at which time, another bond reduction will be recommended.

The storm drain is 100% completed, therefore 80% of the storm drain work is recommended to be reduced and it is recommended to accept the storm drain for maintenance into the public works maintained system.

Since the bond for both street and storm drain is one bond, the recommended release is 65%.

Tract 15896-1 Street and Storm Drain Bond No. 823064S

Consent
#9J
11-21-06

COVENANT
GROUP

October 6, 2006

City of Victorville
Helen Wilson
14343 Civic Drive
Victorville, CA. 92593

Re: Street Bonds # 823064S for Tract 15896-1
823066S for Tract 15896-2

Dear Helen,

We are at this time requesting a reduction for the Street and Storm Drain Improvement Bonds for the above Tracts. The improvements have been inspected and approved by Robert. Because of the slow down in sales volume, our Surety Company is questioning our exposure more so than ever. So, we in turn are trying to lessen our exposure. Therefore, we are asking the City of Victorville to help us reduce our bonds at a point where we don't normally ask for a reduction. I am enclosing a copy of the Engineer's estimate which we have marked showing the percentage done of each item on the list. As you can see, on 15896-1 our figures show we are 73% done, and we would like to request a 70% reduction for that Bond #823064S. On tract 15896-2 we are estimating 53% completion and would like to request a 50% reduction for that Bond #823066S. We are hoping this agrees with the report that Robert sent you in regards to the Bond reduction request.

I have attached copies of the Faithful Performance Bonds and the Labor and Material Bonds. Along with the worksheets showing the percentages complete/not complete. Please contact me with any questions. As always Helen, your expertise and help is greatly appreciated.

Sincerely,

Suzanne Langley
Covenant Development

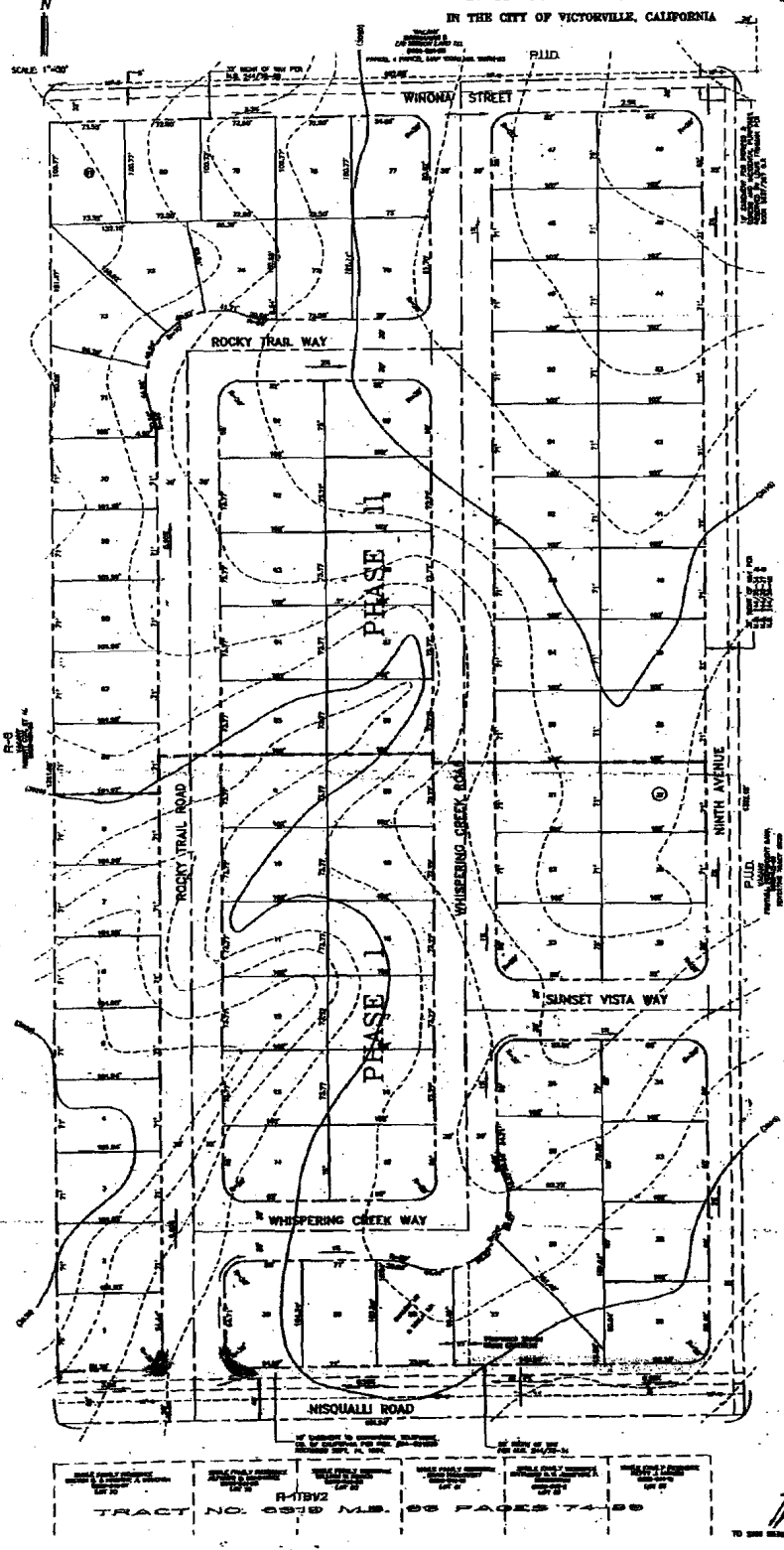
29995 Technology Drive, Ste 201 * Murrieta, CA. 92563
Phone 951/834-9040 * Fax 951/834-9046

TENTATIVE MAP OF

TRACT No. 15896

BEING A SUBDIVISION OF LOT 1, TRACT No. 15837
SECTION 29, TOWNSHIP 5 NORTH, RANGE 4 WEST,
SAN BERNARDINO BASE AND MERIDIAN.

IN THE CITY OF VICTORVILLE, CALIFORNIA



BENCHMARK:
CITY OF VICTORVILLE BENCHMARK
STAMPED "BM. 10"

ON THE NORTHWEST CORNER AT THE INTERSECTION OF MARIPOSA ROAD & 7TH ROAD, A 3" BRASS CAP IN CONCRETE, FLUSH WITH THE GROUND.

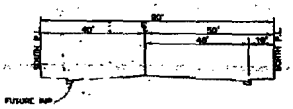
ELEVATION=2886.095'

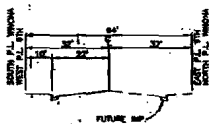
UTILITY SERVICES:

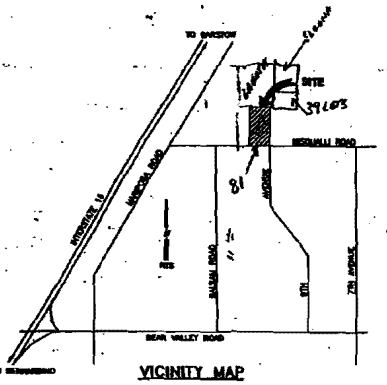
ELECTRIC	SOUTHERN CALIFORNIA EDISON CO. 12353 HESPERIA ROAD VICTORVILLE, CA 92392 (800) 655-4555
WATER	VICTOR VALLEY WATER DISTRICT 17185 NORA ST., P.O. BOX 1808 VICTORVILLE, CA 92392 (760) 245-6424
SEWER	CITY OF VICTORVILLE 14343 CIVIC DRIVE VICTORVILLE, CA 92393 (760) 955-5000
GAS	SOUTHWEST GAS COMPANY 13477 MARIPOSA ROAD VICTORVILLE, CA 92392 (760) 241-6321
TELEPHONE	CONTINENTAL TELEPHONE COMPANY 13188 LA PAZ DRIVE VICTORVILLE, CA 92392 (760) 245-6311
FIRE	VICTORVILLE FIRE DEPARTMENT 14200 DESERT KNOLL DRIVE VICTORVILLE, CA 92392 (760) 245-6311
REFUSE	VICTOR VALLEY DISPOSAL 17000 STODDARD WELLS ROAD VICTORVILLE, CA 92392 (760) 245-6809
TELEVISION	HI-DESERT CABLEVISION 13480 BARNESS CANYON DRIVE VICTORVILLE, CA 92392 (760) 241-7646

NOTES:

1. GENERAL PLAN LAND USE DESIGNATION IS SINGLE FAMILY RESIDENTIAL.
2. EXISTING & PROPOSED ZONING IS R-3-T.
3. SURROUNDING ZONING:
   NORTH: P.U.D.
   SOUTH: R-1TBV/2
   EAST: P.U.D.
   WEST: R-3
4. MINIMUM LOT SIZE IS 7,200 SQUARE FEET.
5. ALL IMPROVEMENTS PROPOSED WILL BE DONE IN ACCORDANCE WITH THE CITY OF VICTORVILLE STANDARDS AND SPECIFICATIONS.
6. STORM WATERS WILL BE CHANNED WITHIN THE PROPOSED STREETS.
7. ENTIRE PROPERTY IS VACANT.
8. TOTAL PROPERTY CONTAINS 20 ACRES.
9. THIS TRACT MAY BE RECORDED IN TWO PHASES.







REVISIONS	TENTATIVE TRACT No. 15896		LOCKWOOD ENGINEERING & SURVEYING COMPANY, INC.	SHEET
	APPLICANT: [illegible]	OWNER: TRIMS CONSTRUCTION COMPANY AND JAY A. MERRIMS CONSTRUCTION COMPANY ADDRESS: [illegible]	A.P.N. 3066-111-06	1

= CMHO alex

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INTENTIONALLY

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. McGlade
City Engineer

DATE: November 9, 2006

SUBJECT: Partial release of 45% of the Street Bond Faithful Performance only, for Tract 15896-2.

RECOMMENDATION: Approval of the partial release for streets in Tract 15896-2.

FISCAL IMPACT: None

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

DISCUSSION: Covenant Group has requested a partial Street Bond release for Tract 15896-2. The streets are partially completed with A.C. paving and curb and gutter. A release of 45% is recommended for the Street Bond, Faithful Performance only. The streets are not accepted for maintenance and will continue to be maintained by Covenant Group.

Tract 15896-2 Street Bond No. 823066S

Consent
#9K
11-21-06

COVENANT
GROUP

October 6, 2006

City of Victorville
Helen Wilson
14343 Civic Drive
Victorville, CA. 92593

Re: Street Bonds # 823064S for Tract 15896-1
823066S for Tract 15896-2

Dear Helen,

We are at this time requesting a reduction for the Street and Storm Drain Improvement Bonds for the above Tracts. The improvements have been inspected and approved by Robert. Because of the slow down in sales volume, our Surety Company is questioning our exposure more so than ever. So, we in turn are trying to lessen our exposure. Therefore, we are asking the City of Victorville to help us reduce our bonds at a point where we don't normally ask for a reduction. I am enclosing a copy of the Engineer's estimate which we have marked showing the percentage done of each item on the list. As you can see, on 15896-1 our figures show we are 73% done, and we would like to request a 70% reduction for that Bond #823064S. On tract 15896-2 we are estimating 53% completion and would like to request a 50% reduction for that Bond #823066S. We are hoping this agrees with the report that Robert sent you in regards to the Bond reduction request.

I have attached copies of the Faithful Performance Bonds and the Labor and Material Bonds. Along with the worksheets showing the percentages complete/not complete. Please contact me with any questions. As always Helen, your expertise and help is greatly appreciated.

Sincerely,

Suzanne Langley
Covenant Development

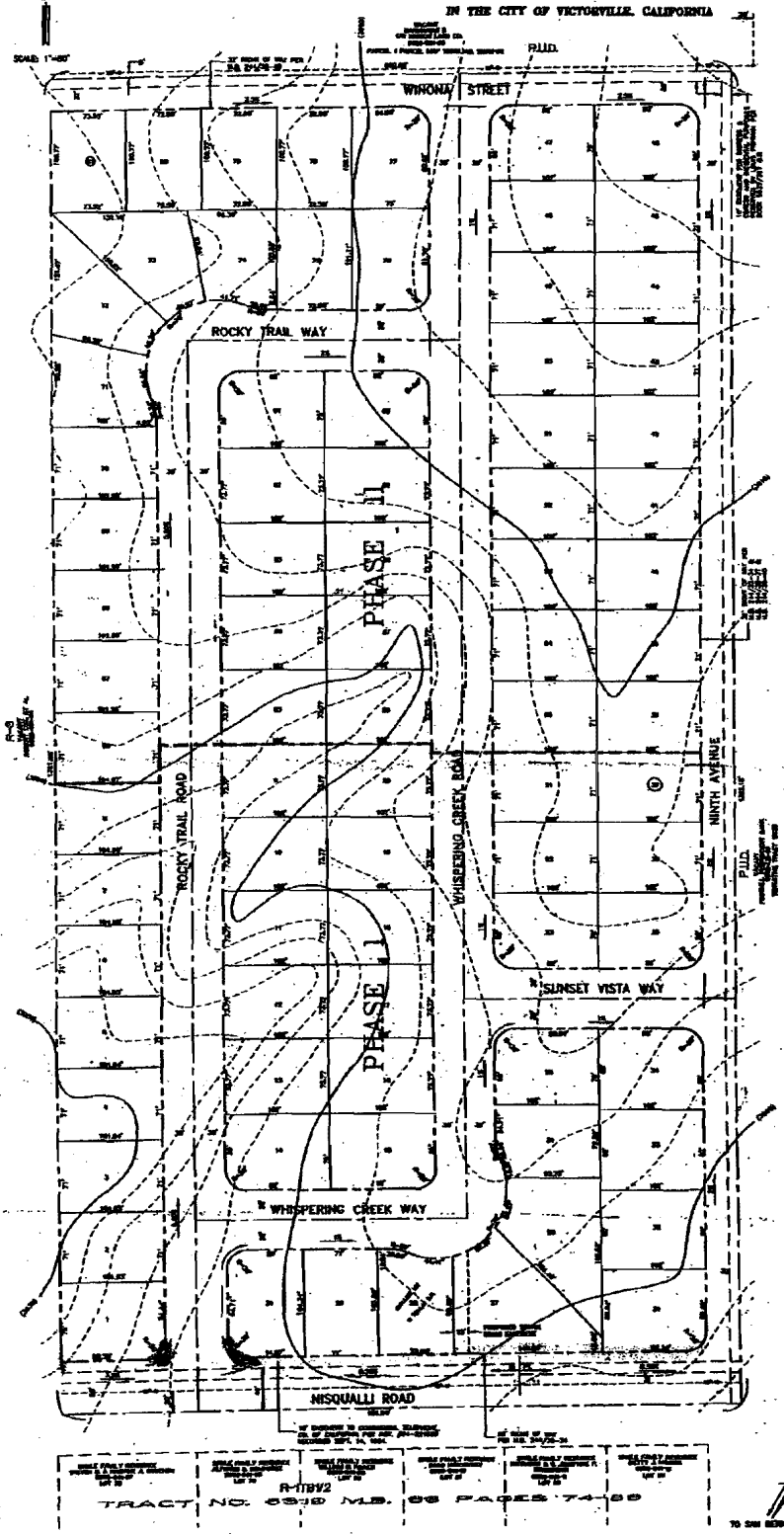
29995 Technology Drive, Ste 201 * Murrieta, CA. 92563
Phone 951/834-9040 * Fax 951/834-9046

TENTATIVE MAP OF

TRACT No. 15896

BEING A SUBDIVISION OF LOT 1, TRACT No. 15837
SECTION 29, TOWNSHIP 5 NORTH, RANGE 4 WEST,
SAN BERNARDINO BASE AND MERIDIAN.

IN THE CITY OF VICTORVILLE, CALIFORNIA



BENCHMARK:
CITY OF VICTORVILLE BENCHMARK
SSHWOD "BM 10"

ON THE NORTHWEST CORNER OF THE INTERSECTION OF SHERIDAN ROAD & VINE ROAD, A 3" BRASS CAP IN CONCRETE, FLUSH WITH THE GROUND.

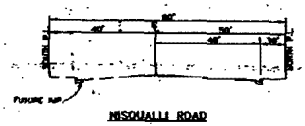
ELEVATION=3068.695'

UTILITY SERVICES:

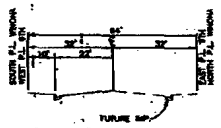
ELECTRIC	SOUTHERN CALIFORNIA EDISON CO. 11353 HESPERIA ROAD VICTORVILLE, CA 92392 (800) 655-4555
WATER	VICTOR VALLEY WATER DISTRICT 17185 NAVA ST. P.O. BOX 1850 VICTORVILLE, CA 92392 (760) 245-5454
SEWER	CITY OF VICTORVILLE 14343 CHERI DRIVE VICTORVILLE, CA 92393 (760) 955-5000
GAS	SOUTHWEST GAS COMPANY 13471 BARBICER ROAD VICTORVILLE, CA 92392 (760) 241-6381
TELEPHONE	CONTINENTAL TELEPHONE COMPANY 13188 LA PAZ DRIVE VICTORVILLE, CA 92392 (760) 245-5311
FIRE	VICTORVILLE FIRE DEPARTMENT 12399 DESERT WHEEL DRIVE VICTORVILLE, CA 92392 (760) 245-5311
REFUSE	VICTOR VALLEY DISPOSAL 17000 STODDARD WELLS ROAD VICTORVILLE, CA 92392 (760) 245-6000
TELEVISION	TE-DISON CABLEVISION 12400 BRAVADA COVER DRIVE VICTORVILLE, CA 92392 (760) 241-7040

NOTES:

1. GENERAL PLAN LAND USE DESIGNATION IS SINGLE FAMILY RESIDENTIAL.
2. EXISTING & PROPOSED ZONING IS R-3-7.
3. SURROUNDING ZONING:
   NORTH: P.U.D.
   SOUTH: R-1TB1/2
   EAST: P.U.D.
   WEST: R-3
4. MINIMUM LOT SIZE IS 7,200 SQUARE FEET.
5. ALL IMPROVEMENTS PROPOSED WILL BE DONE IN ACCORDANCE WITH THE CITY OF VICTORVILLE STANDARDS AND SPECIFICATIONS.
6. STORM WATERS WILL BE CARRIED WITH THE PROPOSED STREETS.
7. SAME PROPERTY IS VACANT.
8. TOTAL PROPERTY CONTAINS 20 ACRES.
9. THIS TRACT MAY BE RECORDED IN TWO PHASES.

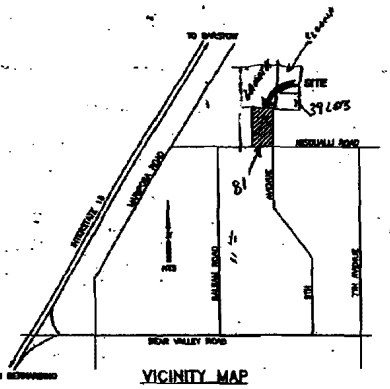


MISQUALLI ROAD



NINTH ST. – WINONA ST.

INTERIOR STREETS



VICINITY MAP

REVISIONS	TENTATIVE TRACT No. 15896 APPLICANT: JN REALTY & DEVELOPMENT, INC. 9141 SHERIDAN AVENUE, SUITE 3 RANCHO CUCAMONGA, CA 91730 (909) 980-7151 OWNER: NASH CONSTRUCTION COMPANY AND JAY A. ASENCIO CONSTRUCTION COMPANY 9000 WILSHIRE BLVD. BEVERLY HILLS, CA 90212 9241 EAST SANTA ANA CANYON ROAD, SUITE 135 (714) 998-8539	DATE 8-18-95 DR. BY CHK'D BY APN: 3066-111-06	LOCKWOOD ENGINEERING & SURVEYING COMPANY, INC. 306 S. FIGUEROA BOULEVARD VICTORVILLE, CALIFORNIA 92392 (909) 245-3015 FAX 245-3270 REG. 42635
			SHEET 1 OF 1

= CMAO Alex

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INTENTIONALLY

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. McWade
City Engineer

DATE: November 9, 2006

SUBJECT: Release of 80% of the Sewer Bond and acceptance of the work into the public maintenance system for Tract 15896-1 & 15896-2.

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

FISCAL IMPACT: None

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

DISCUSSION: Covenant Group has requested an 80% release of the Sewer Bonds for Tract 15896-1 and 15896-2. The sewer work has been completed satisfactorily and the Engineering Dept. recommends a release of 80% of the Faithful Performance Bond and acceptance of the work into the public maintained system for sewers. The remaining 20% will be held for the one-year warranty period.

Tract 15896-1 & 2 Sewer Bond No. 823065S

Consent
#9L
11-21-06

COVENANT
GROUP

August 23, 2006

City of Victorville
Helen Wilson
14343 Civic Drive
Victorville, CA. 92593

FAXED 8/23

Re: Sewer Bond #823065S
Group Collections I, LLC
Tract 15896-1 & 15896-2

Dear Helen,

We have completed the sewer improvements for the entire Tract 15896-1 & 15896-2. The improvements have been inspected and approved by Robert. We are at this time respectfully requesting a reduction regarding the following bond:

Sewer Bond # 823065S Amount $187,803.00

I have attached a copy of the Faithful Performance Bond and the Labor and Material bond. Please contact me with any questions. Your help is greatly appreciated.

Sincerely,

Suzanne Langley
Covenant Development

29995 Technology Drive, Ste 201 * Murrieta, CA. 92563
Phone 951/834-9040 * Fax 951/834-9046

THE INSCO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

COPY

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. 823065S
$ 3,756.00 **premium is for**
a term of 2 **year(s)**

KNOW ALL MEN BY THESE PRESENTS:

That we, Group Collections I, 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 the City of Victorville as Obligee, in the penal sum of One hundred eighty seven thousand eight hundred three and 00/100*** ($187,803.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas the Obligee and Principal have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, identified as Covenant Collections, Sewer Tract 15896-1 + -2, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now therefore, the condition of this obligation is such that is the above bounden principal, his or its heirs, executors, administrators, successor or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the penal sum specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 31, 2005.

PRINCIPAL: Group Collections I, LLC

SURETY: Developers Surety and Indemnity Company

Natalie Caicedo Lopez — Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Oct. 31, 2005 before me, Beth Liescheidt,

personally appeared Natalie Caicedo Lopez,

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BETH LIESCHEIDT
COMM. # 1487862
Notary Public-California
Orange County
My Comm. Expires
MAY 4, 2008

WITNESS my hand and official seal.

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

☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Developers Surety and Indemnity Company

DESCRIPTION OF ATTACHED DOCUMENT

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Keith E. Sandrock, Patricia J. Sandrock, Natalie Caicedo Lopez, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: _____
David H. Rhodes, Executive Vice-President

By: _____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

NITA G. HIFFMEYER
COMM. # 1543481
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Jan. 10, 2008

CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 31 day of October, 2005.

By: _____
David L. Kerrigan, Executive Vice-President

ID-1380 (Rev. 2/05)

THE INSCO BICO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

SUBDIVISION IMPROVEMENTS LABOR AND MATERIAL BOND

BOND NO. 823065S
PREMIUM INCLUDED IN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Group Collections I, 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 the City of Victorville as Obligee, in the penal sum of Ninety three thousand nine hundred two and 00/100 ($93,902.00) DOLLARS, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the above-named Principal, has entered into an agreement which is made a part of this bond, with the City of Victorville, State of California, as Obligee, for the designated public improvements in the subdivision identified as Covenant Collections, Sewer, Tract 15896-1 + -2, as required by the Government Code of California.

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Victorville to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as surety, are held firmly bound unto the City of Victorville and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure for material furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the penal sum hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the penal sum thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of Victorville in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 31, 2005.

PRINCIPAL: Group Collections I, LLC

SURETY: Developers Surety and Indemnity Company

Natalie Caicedo Lopez — Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Oct. 31, 2005 before me, Beth Liescheidt,

personally appeared Natalie Caicedo Lopez,

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BETH LIESCHEIDT
COMM. # 1487862
Notary Public-California
Orange County
My Comm. Expires
MAY 4, 2008

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER	
☐ PARTNER(S) ☐ LIMITED ☒ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR OTHER:	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) Developers Surety and Indemnity Company	

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

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Keith E. Sandrock, Patricia J. Sandrock, Natalie Caicedo Lopez, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of February, 2005.

By: _____
David H. Rhodes, Executive Vice-President

By: _____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

NITA G. HIFFMEYER
COMM. # 1543481
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Jan. 10, 2008

CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 31 day of October, 2005.

By _____
David L. Kerrigan, Executive Vice-President

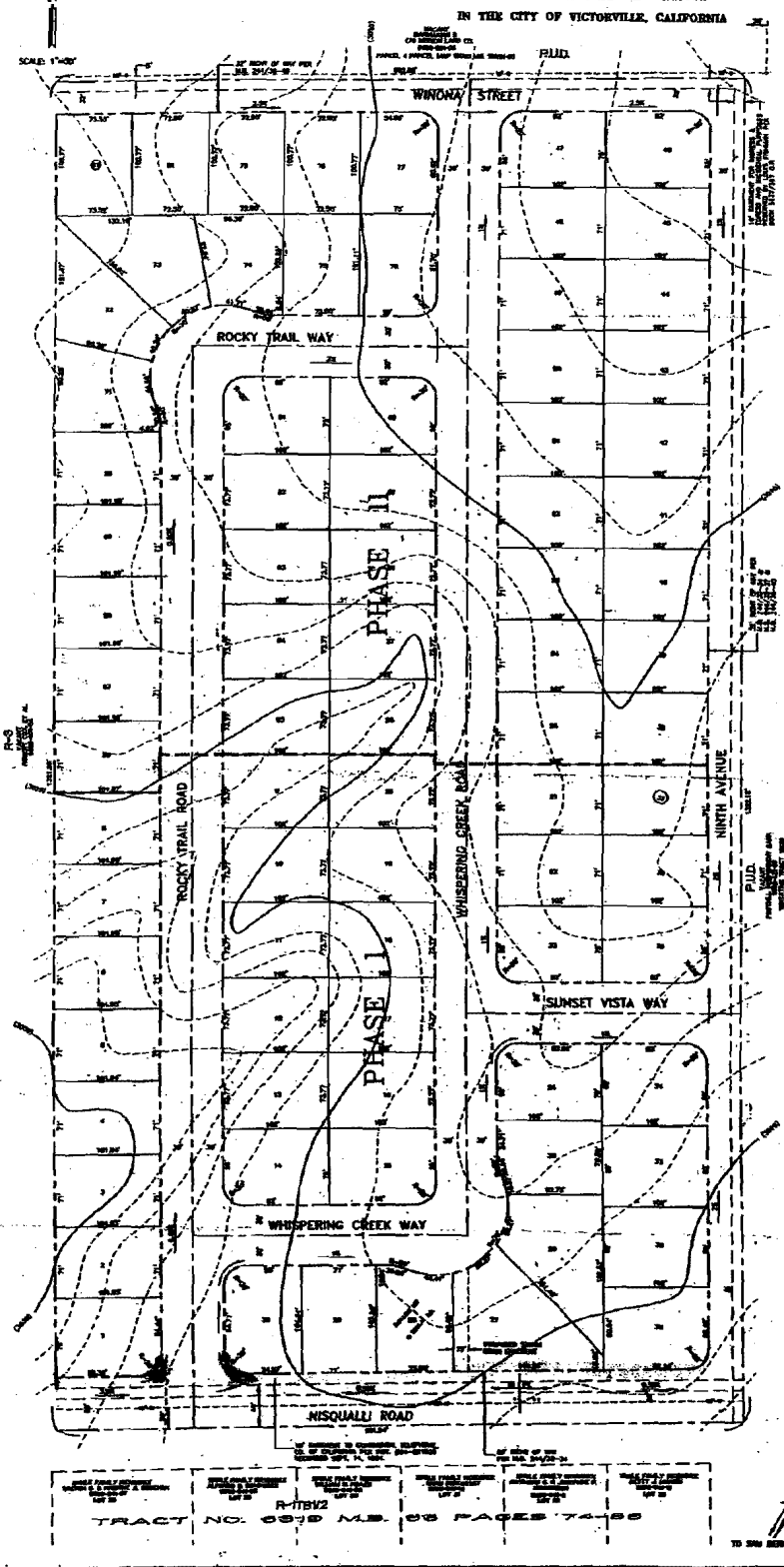
ID-1380 (Rev. 2/05)

TENTATIVE MAP OF

TRACT No. 15896

BEING A SUBDIVISION OF LOT 1, TRACT No. 15837
SECTION 29, TOWNSHIP 5 NORTH, RANGE 4 WEST,
SAN BERNARDINO BASE AND MERIDIAN.

IN THE CITY OF VICTORVILLE, CALIFORNIA



BENCHMARK:
CITY OF VICTORVILLE BENCHMARK
STAMPED "B.M. 10"

ON THE NORTHWEST CORNER AT THE INTERSECTION OF MARIPOSA ROAD & 7TH ROAD, A 3" BRASS CAP IN CONCRETE, FLUSH WITH THE GROUND.

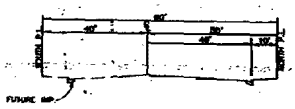
ELEVATION=2806.095'

UTILITY SERVICES:

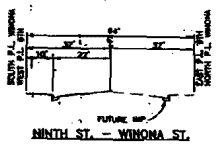
ELECTRIC	SOUTHERN CALIFORNIA EDISON CO. 12353 HESPERIA ROAD VICTORVILLE, CA 92392 (800) 655-4555
WATER	VICTOR VALLEY WATER DISTRICT 17185 MAIN ST., P.O. BOX 7005 VICTORVILLE, CA 92392 (760) 245-9424
SEWER	CITY OF VICTORVILLE 14343 CIVIC DRIVE VICTORVILLE, CA 92393 (760) 955-5060
GAS	SOUTHWEST GAS COMPANY 13471 MARIPOSA ROAD VICTORVILLE, CA 92392 (760) 241-8321
TELEPHONE	CONTINENTAL TELEPHONE COMPANY 17198 LA PAZ DRIVE VICTORVILLE, CA 92392 (760) 245-8311
FIRE	VICTORVILLE FIRE DEPARTMENT 16520 DESERT HOLLY DRIVE VICTORVILLE, CA 92392 (760) 948-5311
REFUSE	VICTOR VALLEY DISPOSAL 17000 SPOONER WELLS ROAD VICTORVILLE, CA 92392 (760) 245-8609
TELEVISION	HI-DESERT CABLEVISION 13400 BARNEGAT CORNER DRIVE VICTORVILLE, CA 92392 (760) 241-7848

NOTES:

1. GENERAL PLAN LAND USE DESIGNATION IS SINGLE FAMILY RESIDENTIAL.
2. EXISTING & PROPOSED ZONING IS R-3-T.
3. SURROUNDING ZONING:
   NORTH: P.U.D.
   SOUTH: R-1781/2
   EAST: P.U.D.
   WEST: R-3
4. MINIMUM LOT SIZE IS 7,200 SQUARE FEET.
5. ALL IMPROVEMENTS PROPOSED WILL BE DONE IN ACCORDANCE WITH THE CITY OF VICTORVILLE STANDARDS AND SPECIFICATIONS.
6. STORM WATERS WILL BE CARRIED WITHIN THE PROPOSED STREETS.
7. ENTIRE PROPERTY IS VACANT.
8. TOTAL PROPERTY CONTAINS 20 ACRES.
9. THIS TRACT MAY BE RECORDED IN TWO PHASES.

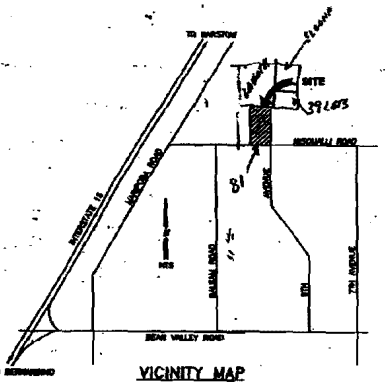


NISQUALLI ROAD



NINTH ST. – WINONA ST.

INTERIOR STREETS



VICINITY MAP

REVISIONS	TENTATIVE TRACT No. 15896	DATE	LOCKWOOD ENGINEERING & SURVEYING COMPANY, INC.	SHEET
	APPLICANT: SH GOLDY & DEVELOPMENT, INC. 9141 MAPLEWOOD AVENUE, SUITE 3 RIVERSIDE, CA 92503 (909) 685-7151	8-18-93	300 N. TEJON AVE., SUITE 1 VICTORVILLE, CALIFORNIA (619) 872-3015	1
	OWNER: BARRY CONSTRUCTION COMPANY AND JAY A. MERRIAM CONSTRUCTION COMPANY PAWNEE HILLS, CA 92407 (714) 685-8630	A.P.N. 3068-111-05		

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. McGlade
City Engineer

DATE: November 9, 2006

SUBJECT: Release of 80% of the Streets, Sewer and Storm Drain Bonds and acceptance of the work into the public maintenance system for Tract 16063-2.

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

FISCAL IMPACT: None

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

DISCUSSION: Howard Roberts Development has requested an 80% release of the Streets, Sewer and Storm Drain Bonds for Tract 16063-2. The street, sewer and storm drain work has been completed satisfactorily and the Engineering Dept. recommends a release of 80% of the Faithful Performance Bond and acceptance of the work into the public maintained system for streets, sewer and storm drain. The remaining 20% will be held for the one-year warranty period.

Tract 16063-2 Street Bond No. SU5016062
Tract 16063-2 Sewer Bond No. SU5016063
Tract 16063-2 Storm Drain Bond No. SU5016064

Consent
#9M
11-21-06

HOWARD ROBERTS DEVELOPMENT COMPANY

2/24/2006

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

Subject: Bond Releases

Dear Helen,

The following projects have been completed. Please release the following bonds:

Bond #	**Project**
103918156	The Collection Tr# 16328-1 & 2 Subdivision 100% Performance, Monument
103918157	The Collection Tr# 16328-1 & 2 Subdivision 100% Performance and 50% Payment Landscape & Irrigation
104182046	Spring Valley Ridge Tr# 16063-1 Subdivision
1041111450	The Collection Tr# 16328-2 Subdivision Improvements – Street Improvements
1041111451	The Collection Tr# 16328-2 Subdivision Improvements – Sewer Improvements
1041111452	The Collection Tr#16328-2 Landscape Improvements

1710A Plum Lane, Redlands, Calif. 92374 Voice 909•335•2563 Fax 909•335•9446

104359560	The Collection Tr#16632 Subdivision 100% Performance and 50% Payment
SU5016062	Spring Valley Ridge Tr#16063-2 Street Improvements
SU5016063	Spring Valley Ridge Tr#16063-2 Sewer Improvements
SU5016064	Spring Valley Ridge Tr#16063-2 Storm Drain Improvements
SU5016065	Spring Valley Ridge Tr#16063-2 Subdivision Improvements
SU5016066	Spring Valley Ridge Tr#16063-2 Subdivision – Monument

Please let me know if you need any additional information. I appreciate your assistance getting these released.

All the best,

Jim Didion, Jr.
Executive Vice President

Pebble Beach Dr
Rain Shadow Rd
Yellowstone Ave
Autumn Leaves Ave
Canyon Meadow Rd
Garden Gln
Sunburst Rd
Pahute Ave
Panute Ave
TT-05-001
17195
TT-05-012
17049
© 1997-2005 AirPhotoUSA
Huerta St
Huerta St
ecrest Rd
Ridgecrest Rd
Ridgecrest
n Vista St
High Crest St
TT-99-007
16063-2
16063-3
Industrial Bl
ca Dr
Business Cen

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. McGlade
City Engineer

DATE: November 9, 2006

SUBJECT: Release of 80% of the Street and Storm Drain Bonds and acceptance of the work into the public maintenance system for Tract 16860.

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

FISCAL IMPACT: None

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

DISCUSSION: Frontier Homes has requested an 80% release of the Street and Storm Drain Bonds for Tract 16860. The street and storm drain work has been completed satisfactorily and the Engineering Dept. recommends a release of 80% of the Faithful Performance Bond and acceptance of the work into the public maintained system for streets and storm drain. The remaining 20% will be held for the one-year warranty period.

Tract 16860 Street and Storm Drain Bond No. CDS60768.

Consent
#9N
11-21-06

FRONTIER HOMES™

RECEIVED
OCT 03 2006
ENGINEERING DEPT

Autumn Glen, LLC

October 3, 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
Street & Storm Drain Improvements Bond Reduction

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.: CDS60768
Amount: $259,169.90Performance
$129,584.95 Labor and Materials
Improvement: Sewer Improvement

The Street and Storm Drain has been completed and inspected by Mr. Robert Lewis. Therefore we respectfully request that the City reduces the bonds to eighty percent (80%) with a one year warranty. This bond was originally number as CWS70024 but was changed on August 13, 2004 to its current number. Once the bonds have been officially reduced, please provide our office with written confirmation.

9331 Mariposa Road, Hesperia, CA 92345 • 760.951.0442 • Fax 760.955.7153

FRONTIER HOMES™

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
Planning Specialist
(760) 792-2590

115

16860

CDS607608 SEE RIDER ATTACHED

BOND NO. CWS70024
INITIAL PREMIUM: $3,888.00---
SUBJECT TO RENEWAL.

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Autumn Glen Properties, LLC, as Principal, and WESTERN INSURANCE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of Nevada and duly licensed to conduct a general surety business in the State of California as Surety, are held and firmly bound unto City of Victorville as Obligee in the sum of Two Hundred Fifty Nine Thousand One Hundred Sixty Nine & 90/100 ($259,169.90---) 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. 16860 STREET & STORM DRAIN 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 2nd day of August 2004

"PRINCIPAL"	"SURETY"
Autumn Glen Properties, LLC	WESTERN INSURANCE COMPANY
	BY:
By:	Caroline L. Brown, Attorney-in-Fact

SURETY RIDER

To be attached to and form a part of Bond No. CWS70024

in the amount of $259,169.90--- on behalf of

Autumn Glen Properties, LLC

as Principal and executed by WESTERN INSURANCE COMPANY

as Surety in favor of City of Victorville

Effective Date of Bond: August 2, 2004

Effective Date of Change: August 2, 2004

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to amend said bond by changing the following: Bond Number

From: CWS70024

To: CDS60768

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

Signed, Sealed & Dated this 13th day of August, 2004

WESTERN INSURANCE COMPANY
Surety

Caroline L. Brown, Attorney-in-Fact

BOND NO: CWS70024

PREMIUM INCLUDED
IN PERFROMANCE BOND.

SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Autumn Glen Properties, LLC, 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 o One Hundred Twenty Nine Thousand Five Hundred Eighty Four & 95/10($129,584.95---) 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:

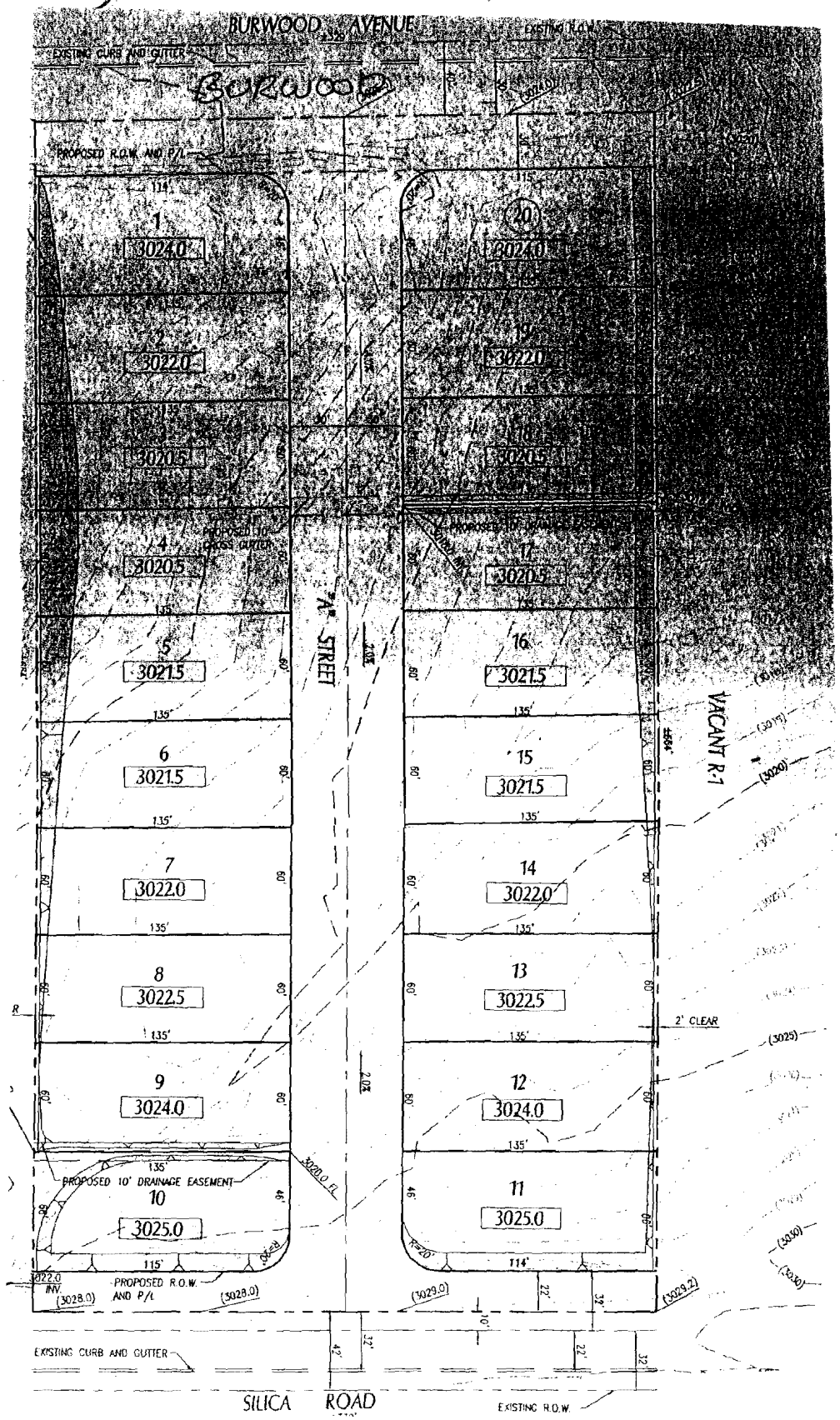
WHEREAS, the above named Principal. has entered into an agreement or agreements which are made a part of this bond, with the City of Victorville, as Obligee for the improvements in the subdivision designated as (Tract Parcel) Map No. 16860, as required be the Government Code of California.

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 2nd day of August 2004

"PRINCIPAL"	"SURETY"
Autumn Glen Properties, LLC	WESTERN INSURANCE COMPANY
By: _____	BY: _____
_____	Caroline L. Brown, Attorney-in-Fact


BURWOOD AVENUE
EXISTING R.O.W.
EXISTING CURB AND GUTTER
BURWOOD
PROPOSED R.O.W. AND P/L
N
1
3024.0
2
3022.0
3
3020.5
4
3020.5
5
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3021.5
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13
3022.5
12
3024.0
11
3025.0
"A" STREET
VACANT R-1
2' CLEAR
PROPOSED 10' DRAINAGE EASEMENT
PROPOSED R.O.W. AND P/L
EXISTING CURB AND GUTTER
SILICA ROAD
EXISTING R.O.W.

TRACT 16860

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. Wade
City Engineer

DATE: November 9, 2006

SUBJECT: Release of 80% of the Sewer and Storm Drain Bonds and acceptance of the work into the public maintenance system for Tract 17083.

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

FISCAL IMPACT: None

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

DISCUSSION: J.T. Kruer & Company has requested an 80% release of the Sewer and Storm Drain Bonds for Tract 17083. The sewer and storm drain work has been completed satisfactorily and the Engineering Dept. recommends a release of 80% of the Faithful Performance Bond and acceptance of the work into the public maintained system for sewer and storm drain. The remaining 20% will be held for the one-year warranty period.

Tract 17083 Sewer Bond No. 08678746
Tract 17083 Storm Drain Bond No. 08678748

Consent
#9O
11-21-06

10251 Vista Sorrento Pkwy, Ste. 135 | San Diego, CA 92121
Phone (858) 550-0044 | Fax (858) 550-0404 | www.jtkruerco.com

Inland Empire Office
680 E. Parkridge, Suite 100 | Corona, CA 92879
Phone (951) 278-4484 | Fax (951) 278-4414

J.T. KRUER & COMPANY
Real Estate Development Services

October 19, 2006

City of Victorville
Helen Wilson
14343 Civic Dr.
Victorville, CA 92393-5001

RE: Tract 17083
Wisteria

Dear Helen:

As per Howard Mills, I am requesting a reduction in the Sewer and Storm Drain Improvement Bonds.

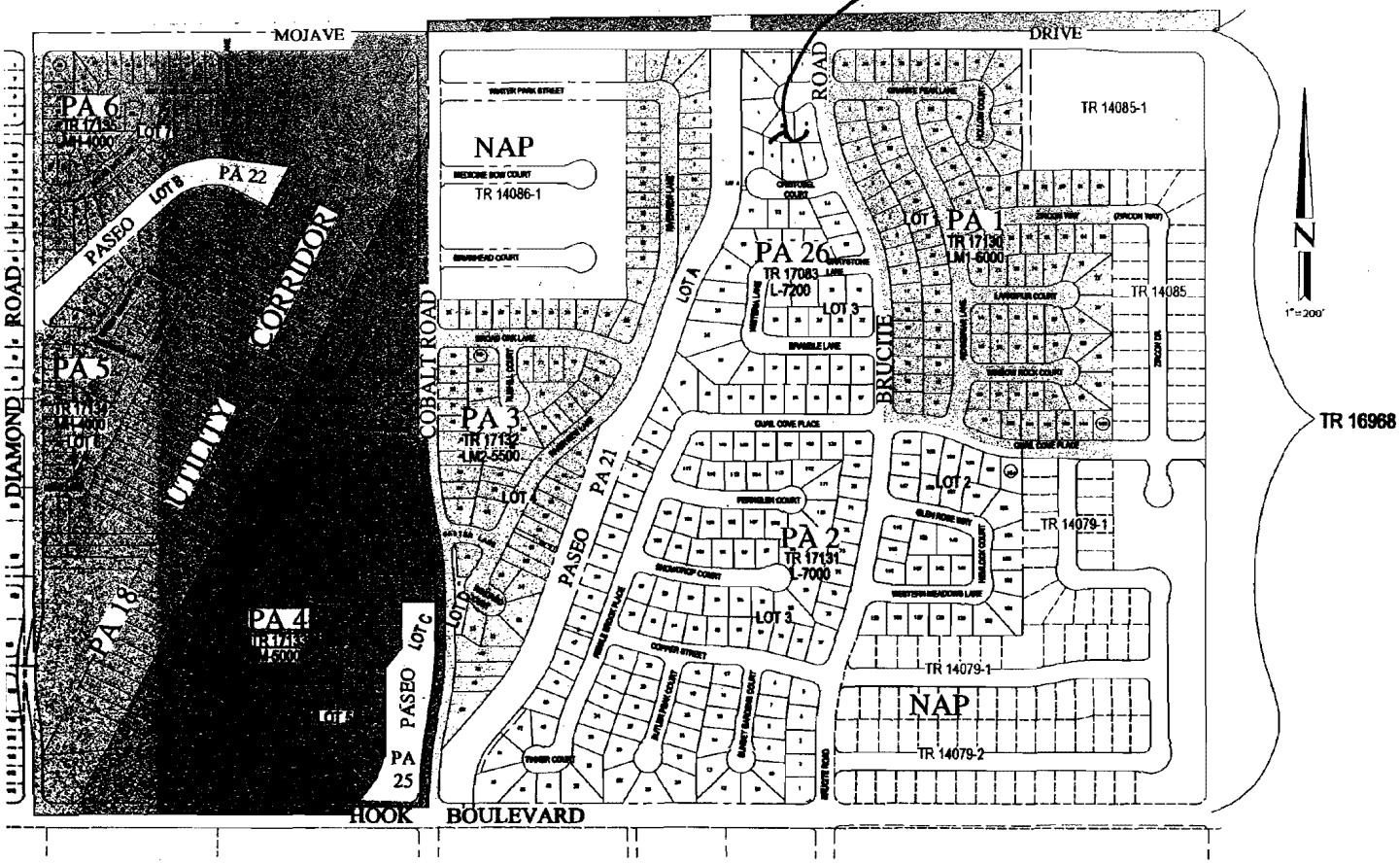
Please fax a copy of the reduction to me at (858) 550-0404. If you have any questions, you can reach me at (858) 550-0044.

Thank you for your help,

Susie Paul

Susie Paul
Estimating Dept. Administrator

TRACT 17083



t to change

Foreman, Inc.
ng • Planning • Landscape Architecture
amonga, CA 91730 • (909) 484-9090

WEST CREEK
VICTORVILLE PROPERTIES / SCC ACQUISITIONS, INC.

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. Blade
City Engineer

DATE: November 9, 2006

SUBJECT: Release Monumentation Bond for Tract 16936

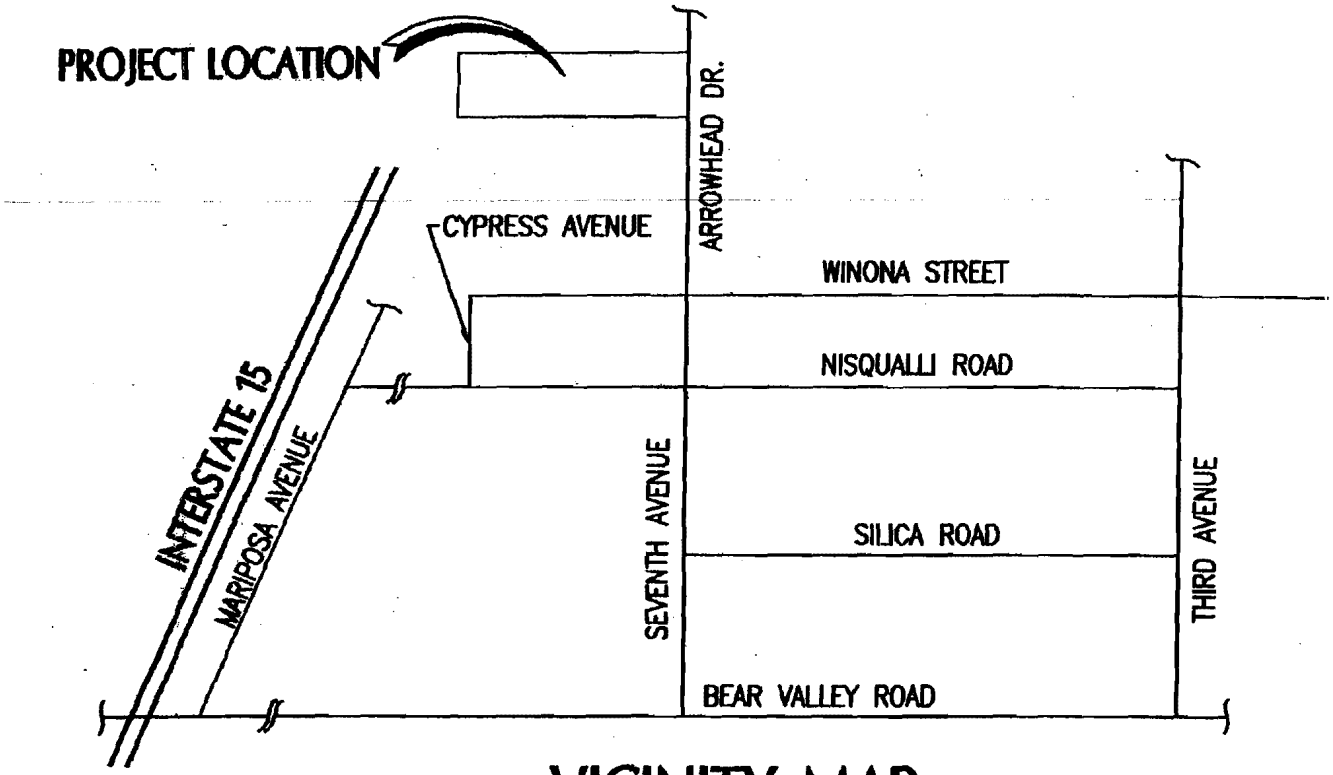
RECOMMENDATION: Approval of Release of Monumentation Bond.

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 16936. The Monumentation has been checked and found to be in order. The Engineering Dept. is requesting release of Bond No. 864472S.

Consent
#9P
11-21-06



VICINITY MAP

NOT TO SCALE

FRONTIER HOMES™

Autumn Glen, LLC

RECEIVED
OCT 31 2006
ENGINEERING DEPT

October 31, 2006

HAND DELIVERED

Helen Wilson, P.E.
Associate Civil Engineer
City of Victorville
14206 Amargosa Road
Victorville, CA 92392

Re: Autumn Glen, LLC – Tract 16936, Autumn Glen III
Bond Exoneration - Monuments

Dear Ms. Wilson:

As owner and developer for Tract 16936, Frontier Homes have bonds for work to be completed at the above mentioned project:

Bond No.: 864472S
Amount: $5,000.00
Improvement: Monuments

The Monument Improvement has been completed and inspected by Mr. Mike Trackett on or about October 27, 2006. Frontier Homes has hired J.E. Miller and Associates as the Engineers to work on this tract. On September 20, 2006, J.E. Miller wrote a letter stating they have been paid for their work. Along with their letter, they also sent over the centerline ties for this tract. Attached to this request letter are: the copy of our monument bond, J.E. Miller's letter and centerline ties. 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.

9331 Mariposa Road, Hesperia, CA 92345 • 760.951.0442 • Fax 760.955.7153

FRONTIER HOMES™

Tract 16936
Monument Bond# 864472S
October 31, 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

9331 Mariposa Road, Hesperia, CA 92345 • 760.951.0442 • Fax 760.955.7153

SUBDIVISION MONUMENT BOND

Bond No. 864472S
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 #16936, **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.

NOW, THEREFORE, we, the principal and Developers Surety and Indemnity 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.

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CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. Wade
City Engineer

DATE: November 9, 2006

SUBJECT: Final approval of Tract 16063-3.

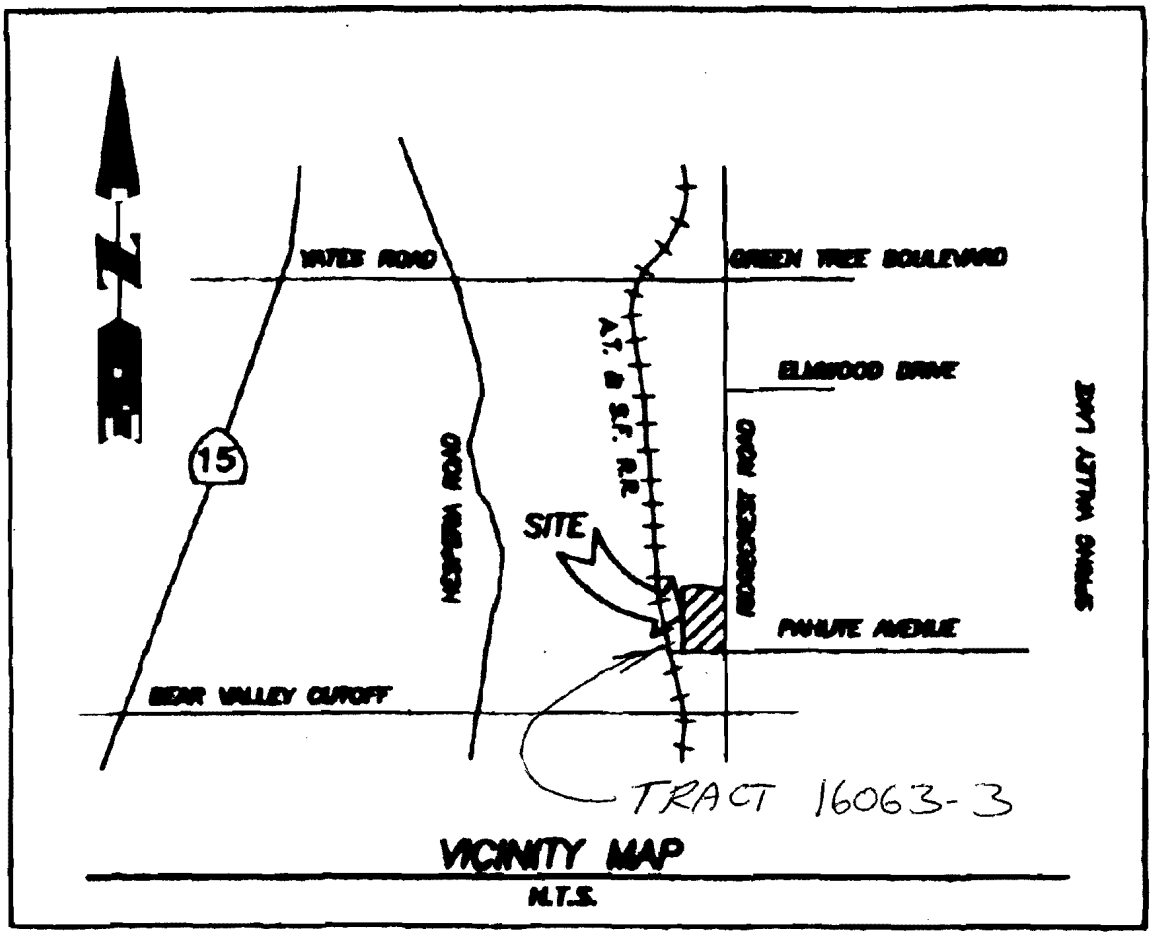
RECOMMENDATION: Approval of Final Map for Tract 16063-3.

FISCAL IMPACT: None

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

DISCUSSION: Howard Roberts Development has requested final acceptance of Tract 16063-3 located west of Ridgecrest and north of Pahute.

Consent
#9Q
11-21-06



VICINITY MAP

N.T.S.

HOWARD ROBERTS DEVELOPMENT COMPANY

VIA FACSIMILE & HAND DELIVERY

November 9, 2006

Ms. Helen Wilson
City of Victorville Engineering Department
14343 Civic Drive
Victorville, CA 92392

Re: Tract 16063-3 Final Map

Dear Helen:

We hereby request that map 16063-3 be placed on the City Council agenda for approval of the tract at the next available meeting. Thank you for your assistance. Please call me if you have any questions on this matter.

Very truly yours

Howard Roberts Development Company

By: Brent Anderson
Project Manager

1710A Plum Lane, Redlands, Calif. 92374 Voice 909•335•2563 Fax 909•335•9446

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CITY OF
VICTORVILLE

(760) 955-5000
FAX (760) 245-7243
E-mail: vville@ci.victorville.ca.us

14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: Adair M. Patterson
Director of Finance

DATE: November 9, 2006

SUBJECT: **Notice of Completion #CC06-069, Playground Installation – Hollyvale, Village and Mesa Linda Park**

RECOMMENDATION: That the Honorable City Council accept as completed the above referenced project.

FISCAL IMPACT: none

Budget Amount:

Budget Account No.:

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

✓ No
____ Yes/$Amount:

Finance Director Review and Approval_____

DISCUSSION:

The contract for 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/cc

Cc: Jon Gargan, Director of Community Services Dept.

Consent
#9R
11-21-06

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 #CC06-069, Installation of Playground Equipment at Hollyvale, Village and Mesa Linda Park was successfully completed on November 1, 2006.

2. The full name and address of the contractor is: Fleming Environmental Inc.
6130 Valley View St.
Buena Park, CA 90620-1030

3. The location of the project is: Hollyvale, Village and Mesa Linda Park

4. Any communications relating to the subject work shall be directed to the Community Services Department, City of Victorville, 14343 Civic Drive, Victorville., California 92392.

City of Victorville - Owner

Dated: _____

_____
Jon Gergan
Director of Community Services Dept.

The CITY OF VICTORVILLE in accordance with minute action taken this 21st 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)

Celeste Calderon

From: Dan McMurtry
Sent: Friday, November 03, 2006 7:02 AM
To: Celeste Calderon
Subject: RE: Message from Dan McMurtry

All playground equipment has been installed and the audits are complete. OK to file final completion.

Thanks for your help on this project:-)

-----Original Message-----
From: Celeste Calderon
Sent: Wednesday, November 01, 2006 2:36 PM
To: Dan McMurtry
Subject: RE: Message from Dan McMurtry

okay.....just email me if you have done your final and accepted the project so i can file for notice of completion...thanks

-----Original Message-----
From: Dan McMurtry
Sent: Wednesday, November 01, 2006 2:34 PM
To: Celeste Calderon
Subject: Message from Dan McMurtry

<< File: VoiceMessage >>

CITY OF
VICTORVILLE

Department of Building and Safety
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92395-5001

(760) 955-5102
Fax (760) 245-1063

CITY OF VICTORVILLE
CITY COUNCIL
MEETING OF:
NOVEMBER 21, 2006

SUBMITTED BY: Bill Webb BW
Director of Development

SUBJECT: California Integrated Waste Management Board Grant

RECOMMENDATION: That the City Council approve Resolution No. 06-186

FISCAL IMPACT: None

--Finance Dept. Use Only--
Additional Appropriation:
✓ No
_____Yes/$Amount

Finance Director Review and Approval_____

DISCUSSION:

Funds are allocated from the California Integrated Waste Management Board (CIWMB) for grants to solid waste Local Enforcement Agencies and cities with regulatory authority within the city government to perform enforcement/compliance and surveillance activities at waste tire facilities. The CIWMB allocated six million dollars (6,000,000) for Fiscal Year 2006/2007 Local Government Waste Tire Enforcement Grant Program. The CIWMB requires the submittal of an application to certify by resolution of the approval of the application before submission of said application to the state.

BW/jhd

cc: Jorge Duran, Code Enforcement Supervisor

Attachments: Resolution No. 06-186

Written
#10
11-21-06

EXHIBIT C

RESOLUTION NO. 06-186

A RESOLUTION OF THE CITY OF VICTORVILLE HEREBY AUTHORIZING THE DIRECTOR OF DEVELOPMENT TO APPLY FOR WASTE TIRE ENFORCEMENT GRANT

WHEREAS, funds are allocated and available from the California Integrated Waste Management Board for grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities at waste tire facilities; and

WHEREAS, the California Integrated Waste Management Board has been delegated the responsibility for the administration of the program within the state, setting up necessary procedures governing application by cities and counties under the program; and

WHEREAS, the applicant demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program; and

WHEREAS, the applicant will enter into an agreement with the State of California for implementation of a waste tire enforcement program;

WHEREAS, if successful the applicant will enter into a Grant Agreement with the California Integrated Waste Management Board for implementation of the project(s);

WHEREAS, that the City Council of the City of Victorville authorizes the submittal of an application to the California Integrated Waste Management Board for a Waste Tire Enforcement Grant for the period of July 1, 2007 through June 30, 2008.

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

SECTION I. That the Director of Development of the City of Victorville or his designee is hereby authorized and empowered to execute in the name of the City of Victorville all necessary applications, contracts, agreements and amendments hereto for the purposes of securing grant funds to implement and carry out the purposes specified in the grant application.

SECTION II. That the Director of Development of the City of Victorville or his/her designee is hereby authorized and empowered to execute in the name of the City of Victorville all necessary grant related documents, including but not limited to, applications, agreements, amendments and payment requests, necessary for the purposes of securing grant funds to implement and carry out the program specified in the grant application.

INTEGRATED WASTE MANAGEMENT BOARD

State of California
California Integrated Waste Management Board
PO Box 4025
Sacramento, California 95812-4025
OCTOBER 2006

WASTE TIRE ENFORCEMENT GRANT PROGRAM
Notice of Funding Availability, FY 2006-2007

The California Integrated Waste Management Board (CIWMB) receives an annual appropriation from the California Tire Recycling Management Fund to administer the Tire Recycling Act (Vuich, Statutes of 1990, Chapter 35) and related legislation. The Waste Tire Enforcement Grant provides funding to solid waste Local Enforcement Agencies and city and county agencies in California for waste tire enforcement activities.

Funding: Six million dollars ($6,000,000) is available for the fiscal year (FY) 2006-2007 grant program. Eligible applicants, including regional applicants, may request up to a total of three hundred thousand dollars ($300,000). Award of the FY 2006-2007 Waste Tire Enforcement Grant is contingent upon and subject to the availability of funds. The Board reserves the right to fund individual phases of selected proposals, and may therefore, fund an amount less than requested. The Board will award grants on a non-competitive basis. Applicants meeting the eligibility requirements and willing to participate in the program will be considered for funding.

Applicant Eligibility: To be eligible to apply for the Waste Tire Enforcement Grant, the applicant must have 50 or more waste tire sites in its jurisdiction, and must be one of the following:

1) A Local Enforcement Agency (LEA);
2) An Environmental Health Agency;
3) A Code Enforcement Agency; or
4) An existing Waste Tire Enforcement Grantee that was determined to be eligible under the eligibility requirements of a previous grant cycles, received grant funding, and has demonstrated satisfactory performance as determined by CIWMB staff (also referred to as "grand-fathered Grantees").

Note: City and county agencies that are under the jurisdiction of an existing Waste Tire Enforcement Grantee or an LEA that is applying simultaneously for this grant are not eligible unless the city/county agency:

- Meets the eligibility requirements of this grant;
- Notifies the existing grantee and the CIWMB of its intent to apply;
- Meets with the existing grantee and the CIWMB, and
- Demonstrates complementary services are needed in its jurisdiction.

Based on the information provided by the new applying agency, the CIWMB will determine whether the applicant will qualify as an eligible grant recipient.

Furthermore, existing Grantees reapplying for a Waste Tire Enforcement Grant must have satisfactorily performed the duties as identified in their current Grant Agreement Procedures and Requirements and complied with the Grant's Terms and Conditions. The CIWMB will assess Grantee performance through joint field inspections and other performance measures such as:

- Completion of all of a majority of tasks identified in the workplan/budget;
- Submission of complete and accurate inspection forms;
- Effective and efficient use of approved grant funds;
- Timely follow-up on complaints and referrals;
- Timely submission of enforcement referrals to the CIWMB and District Attorney, if applicable; and
- Participation in joint training with CIWMB field staff.

In addition, cities or counties may submit a regional application with authorization from other cities and/or counties participating in the regional application. A regional lead jurisdiction must be designated for regional programs to act on behalf of all participating jurisdictions. Each jurisdiction may submit only one grant application. Therefore, if a jurisdiction submits an application as part of a regional program, it cannot apply individually or as part of another regional program.

Program Eligibility: Successful applicants will investigate illegal tire disposal activities, perform waste tire facilities inspections, and survey tire dealers, auto dismantlers, tire haulers, and other points of waste tire generation to ensure compliance with all applicable laws and regulations, including the new manifest system. Inspections are followed up with appropriate compliance actions to ensure that operators are complying with all tire facility regulations, including storage standards, use of registered tire haulers, and manifest requirements.

If the applicant also receives or plans to receive waste tire clean-up grant funds from the CIWMB, the applicant may be required to demonstrate the steps it has taken or plans to take to prevent any bias or conflict of interest that might arise from administering both grants.

Deadlines: Applications must be postmarked by December 1, 2006. Hand delivered applications must be received in the CIWMB Sacramento Office at 1001 "I" Street by 3:00 p.m. on December 1, 2006. Applications sent by U. S. Postal Service or a commercial delivery service must be addressed to the appropriate address for the type of delivery service as listed in the application and **must be sent by a means that permits tracking by the sender.**

To Request an Application: You may receive copies of the application by downloading the application from the CIWMB's web site at www.ciwmb.ca.gov/tires/grants/enforcement or by contacting Amalia Fernandez at afernand@ciwmb.ca.gov or (916) 341-6869.

CITY OF
VICTORVILLE

(760) 955-5000
FAX (760) 245-7243
E-mail: vville@ci.victorville.ca.us

14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: Douglas B. Robertson
Deputy City Manager

DATE: November 13, 2006

SUBJECT: **Approval to renew an annual agreement with Pouk & Steinle, Inc.**

RECOMMENDATION: That the Honorable City Council approve the renewal of an annual agreement with Pouk & Steinle, Inc. for electrical services to facilitate the installation of a new 15kV circuit to connect a 1500 kVA transformer between SCLA Power Plant #1 and Hanger 2.

FISCAL IMPACT: $59,284.50

Budget Amount: $59,284.50
Budget Account No.: 540720-76947-70627-70708-54103

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

✓ No
____ Yes/$Amount:

Finance Director Review and Approval

DISCUSSION:

The City of Victorville competitively awarded a contract to Pouk & Steinle, Inc. in October 2004 for annual electrical services for municipal utility customers (JM05-012) with four (4) one-year renewal options. An additional appropriation was approved in February 2006 to continue the services provided by Pouk & Steinle for the expansion underway at SCLA Power Plant 1. As the expansion of SCLA Power Plant 1 is an ongoing capital improvement project, VMUS staff would again like to renew the annual agreement and make use of the services offered by Pouk & Steinle for the purpose of installing a 15 kV circuit and the connection of a 1500 kVA transformer between Hanger 2 and SCLA Power Plant 1. The estimated cost to complete this project is $53,895.00, plus 10% contingency, for a total of $59,284.50.

Utility staff recommends that Council approve the renewal of the annual agreement with Pouk & Steinle, Inc. to provide electrical installation/connection services for the ongoing expansion of SCLA Power Plant 1.

DR/WC/jd

Written
#11
11-21-06

P.O. Box 3039
Riverside, Ca. 92519-3039
Phone: (951) 682-2982
Fax: (951) 788-0686

Pouk & Steinle, Inc.

Fax

To: Sandra Haines **From:** Don McNair
Fax: (760) 243-4719 **Date:** 11-02-06
Phone: (760) 243-6895 **Pages:** 2
Re: **CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

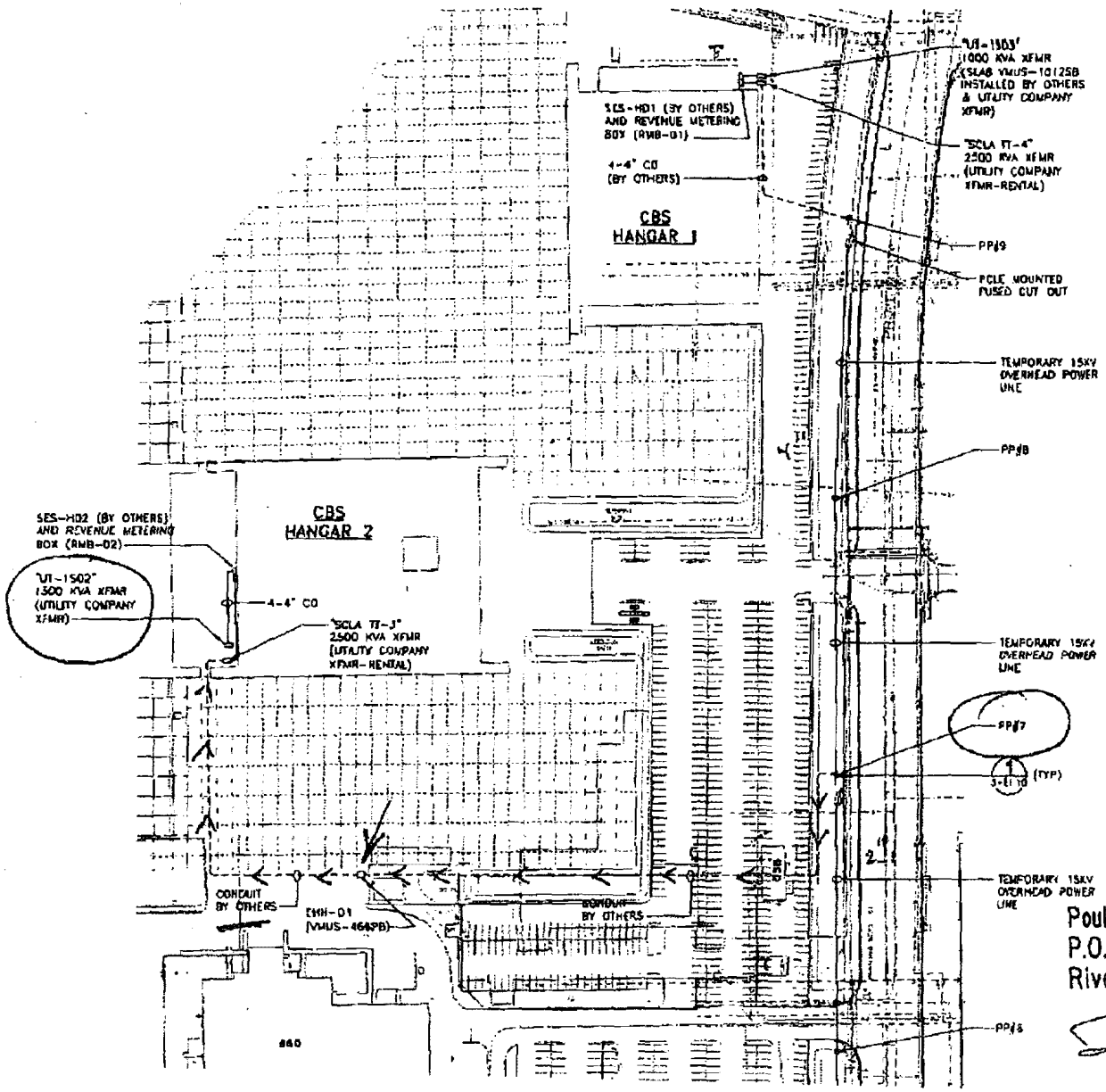
•Comments:

New 15KV Circuit To Hangar 2
Victorville Municipal Utilities Services

Quote: $53,895.00

1. Build riser on PP#7
2. Install Pee Line PP#7 To 1st EMH-01 + Mandrel.
3. Furnish + install New 3 1/c 4/0 15KV Cable plus 1/c 4/0 6000V Gnd. PP#7 To EMH-01 To 1500KVA XFMR, Hangar #2
4. Three each outdoor Term. PP#7, Three each In Line Splices EMH-01 and Three each Load Break Elbows on 1500KVA XFMR. Lightning Arrestors are with the Transformer.
5. D.C. High Potential Test New Circuit
6. Energize, check voltage

Sincerely
Don McNair



Pouk & Steinle, Inc.
P.O. Box 3039
Riverside, CA 92519-3039

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INTENTIONALLY

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
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P.O. Box 5001
Victorville, California 92393-5001

A G E N D A I T E M

CITY COUNCIL MEETING OF November 21, 2006

SUBMITTED BY: John A. McClade
City Engineer

DATE: 06/12/06

SUBJECT: **Minutes of Traffic Advisory Committee Meeting of October 19, 2006 and Resolution No. 06-187 AMENDING TRAFFIC REGULATIONS ON CERTAIN STREETS WITHIN THE CITY BY ESTABLISHING STOP SIGNS AGAINST TRAFFIC ON CERTAIN STREETS IN THE CITY OF VICTORVILLE.**

RECOMMENDATION: That City Council approve the Minutes of the Traffic Advisory Committee Meeting of October 19, 2006 and adopt RESOLUTION No. 06-187 AMENDING TRAFFIC REGULATIONS ON CERTAIN STREETS WITHIN THE CITY BY ESTABLISHING STOP SIGNS AGAINST TRAFFIC ON CERTAIN STREETS IN THE CITY OF VICTORVILLE

FISCAL IMPACT: None

Budget Amount: -0-

Budget Acct. No.:

--Finance Dept. Use Only--
Additional Appropriation
No
☐ Yes /$Amount_____
Finance Director Review
$Approval_____

DISCUSSION: The Traffic Advisory Minutes of the Meeting held on October 19, 2006 recommend that four-way stop controls be placed at the intersection of Andrea Dr. and Curtis Way and that Curtis Way be stopped at Firefly Way. The Committee also reviewed Speed Zone Surveys and within the minutes are recommending the proper speeds for the following streets: Arrowhead Dr., Burning Tree Dr., Clovis St., Hughes Rd, Northstar Ave., Petaluma Road, Rodeo Dr., 2nd Ave., Reno Loop Rd (North and South) and Luna Road.

Written
#12
11-21-06

RESOLUTION NO. 06-187

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

THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Stop Intersections. Pursuant to Section 12.40.010 of the Victorville Municipal Code, the following intersections are designated as stops against approaches shown.

INTERSECTION	APPROACH
Curtis Way at Andrea Drive & Bassett Dr.	North and South
Curtis Way at Firefly Way	South

SECTION 2. Pursuant to Section 12.40.030 of the Victorville Municipal Code, the Superintendent of Streets is hereby authorized and directed to place, erect and maintain the appropriate signs, signals and markings necessary to effectuate the provisions of this Resolution.

SECTION 3. All resolutions or parts thereof heretofore passed which are in conflict with the provisions of this Resolution are hereby rescinded.

TRAFFIC ADVISORY COMMITTEE

October 19, 2006

MEMBERS PRESENT:	Steve White, CHP; Marie Togneri, AAA Automobile Club; Dave Leef, Victorville Fire Dept.; Jeff Wetmore, Victorville Police Dept.;
MEMBERS ABSENT:	Mike Maness; VVUHSD; Patrick Hsu, Caltrans; Bill O'Keefe; Citizen Reprsentative
ALSO PRESENT:	Glenda Berg, Public Works Representative; Bonnie Getts, Homeowner Association from Eagle Ranch; Brian Gengler, Asst. City Engineer; Anwar Wagdy, City of Victorville Consulting Traffic Engineer; and Marlene Parks, Administrative Secretary
PUBLIC COMMENT:	The public commented on their respective item as it appeared on the agenda.

NEW BUSINESS: The meeting was called to order by Chairperson Dave Leef at 1:35 pm. There was self-introduction around the table.

1. **Approval of Minutes**

Motion was made by AAA Representative, seconded by Dave Leef recommending approval of the minutes of the June 1, 2006 Traffic Advisory Committee meeting. There being no discussion, the minutes stand approved as read.

2. **Review of Stop Controls: Curtis Way at Andrea Dr and Firefly Way**

Ms. Getts was present representing the neighborhood watch group of this area and explained that they feel the existing 2-way stop control at the intersection of Curtis Way and Andrea Dr. favors Andrea Dr. and that traffic entering the housing tract from Luna Road on Curtis Way has to stop for Andrea Dr. They feel that the stop signs should be placed on Andrea Dr., not Curtis Way. Additionally, they indicated that this situation encourages speeding in the area.

Staff collected sample counts at the intersection that indicated that both streets have approximately equal traffic volume. There were no reported collisions at the intersection. However, based on these findings, Staff is recommending that the intersection be upgraded to a 4-way stop intersection.

Additionally, the stop sign at the T-intersection of Curtis Way and Firefly Way is currently placed on the east leg of Firefly Way. This configuration is not typical for T-intersections. There, staff is recommending the relocation of this stop sign from Firefly Way to Curtis Way.

Motion was made by Steve White, seconded by Jeffe Wetmore recommending that the intersection of Curtis Way and Andrea Dr. be established as a 4-way stop intersection and that the stop sign be relocated at the T-intersection of Firefly Way and Curtis Way. Motion carried.

3. **Speed Zone Surveys:** In order for posted speed zones to be enforceable, California law requires that said zones be established with an Engineering and Traffic Survey in accordance with the California Vehicle Code, Section 627. Also, that each speed zone be reviewed not more than every 5 year to determine the correctness of the existing speed zone. The following Speed Zone Surveys were conducted and were reviewed individually as follows:

a. Arrowhead Dr. - Nisqualli Rd to Camelback Dr.

The existing speed zone: 50 mph between Nisqualli Rd and Gree Tree Blvd.
25 mh between Green Tree Blvd and Camelback Dr.

The survey indicated the critical speeds to be the same and since the roadway section between Nisqualli Rd and Green Tree Blvd has curves, many driveways, and golf cart crossings, staff is recommending that the speed zones remain the same on Arrowhead Dr. between Nisqualli Rd to Camelback Dr.

b. Burning Tree Dr. - Yates Rd to Molino Dr.

The existing speed zone: 25 mph between Yates Rd and Molino Dr.

The speed zone survey indicated the critical speed on this section of Burning Tree Dr. to be between 30 and 35 mph, however due to roadway sections with curves, many driveways and golf cart crossings, staff is recommending the speed of 25 mph be retained on Burning Tree Dr. from Yates Rd to Molino Dr.

c. Clovis St. - El Evado Rd to Llanada Ave.

The existing speed zone: 35 mph between El Evado Rd and Village Dr.
Un-posted between Village Dr and Llanada Ave.

The speed zone survey indicated the critical speed on this section of Clovis St. to be between 41 to 43 mph, however due to the conditions not readily apparent to the drivers such as rolling terrain, dips and driveways, staff is recommending that the existing speed be retained at 35 mph between El Evado Rd and Village Dr. and to establish a new speed zone of 35 mph between Village Dr. and Llanada Ave.

d. Hughes Rd - La Paz Dr. to Hesperia Rd

The existing speed zone: 40 mph between La Paz Dr. and Rodeo Dr
30 mph between Rodeo Dr and Hesperia Rd

The speed zone survey indicated the critical speed on this section of Hughes Road to be 35 to 42 mph, however due to the conditions not readily apparent to the drivers such as rolling terrain, dips and driveways, staff is recommending the existing speed be retained at 40 mph between La Paz Dr and Rodeo Dr and 30 mph between Rodeo Dr and Hesperia Rd.

e. Northstar Ave - San Ysidro St. to El Evado Rd

The existing speed zone: 35 mph between San Ysidro St. to El Evado Rd

The speed zone survey indicated the critical speed on Northstar Ave between San Ysidro St. and El Evado Rd to be 40 mph, however due to the residential area and the many driveways, staff is recommending retaining the speed at 35 mph for this roadway.

f. Petaluma Rd - Bear Valley Rd (Mall Blvd) to Northstar Ave.

The existing speed zone: 35 mph between Bear Valley Rd (Mall Blvd) to Northstar Ave.

The speed zone survey indicated the critical speed on Petaluma Rd on this section to be 41 mph, however due to the roadway section having many driveways, staff is recommending retaining the speed zone at 35 mph.

g. Rodeo Dr - Green Tree Blvd to Victor St.

The existing speed zone : 40 mph between Green Tree Blvd and Seneca Rd
35 mph between Seneca Rd and Victor St.

The speed zone survey indicated the critical speed on Rodeo Dr. to be 40 to 44 mph, however due to the roadway section having many driveways and curves, staff is recommending retaining the current speed zones at 40 mph between Green Tree Blvd and Seneca Rd and 35 mph between Seneca Rd and Victor St.

h. 2nd Ave - Bear Valley Rd to Jasmine St.

The existing speed zone: 45 mph between Bear Valley Rd and Jasmine St.

The speed zone survey indicated the critical speed on this section of 2nd Ave to be 46 mph, therefore staff is recommending the speed zone be retained at 45 mph on 2nd Ave. between Seneca Rd and Victor St.

i. Reno Loop Rd (North and South)

The existing speed zone: Not posted

A speed zone survey was conducted on Reno Loop, both north and south, and the critical speed was 42 and 43 mph respectively north and south of Hook Blvd. Subject to roadway conditions such as curves, a park and nearby school and driveways, staff is recommending the a 35 mph speed zone be established for Reno Loop both north and south of Hook Blvd.

j. Luna Rd - SH 395 to Amargosa Rd

Existing speed zones: SH 395 to Mesa Linda Ave.: Not posted
Mesa Linda Ave. to Amethyst Rd: 45 mph
Amethyst Rd to Amargosa Rd: 40 mph

The speed zone surveys indicated the critical speed on Luna Rd to be between 43 to 48 mph, however due to the driveways and schools zones, several four-way stops and dips, staff is recommending the posting of Luna Rd from SH 395 to Amargosa at 40 mph. Due to the fact that part of this section of Luna Road lies in County jurisdiction, concurrence with the County for a portion of this posting will be required.

Motion was made by AAA Representative, seconded by Officer White recommending that speed zones be posted as recommended by staff for the following streets:

Arrowhead Dr - between Nisqualli Rd and Green Tree Blvd - **50 mph**
Between Green Tree Blvd and Camelback Dr. - **25mph**

Burning Tree Dr. - between Yates Rd and Molino Dr. - **25 mph**

Clovis St. - between El Evado and Llanada Ave. - **35 mph**

Hughes Rd - between La Paz Dr. and Rodeo Dr. - **40 mph**
Between Rodeo Dr. and Hesperia Rd. - **30 mph**

Northstar Ave. - San Ysidro St. to El Evado Rd - **35 mph**

Petaluma Rd - Bear Valley Rd (Mall Blvd) to Northstar Ave. - **35 mph**

Rodeo Dr. - Green tree Blvd to Seneca Rd - **40 mph**
Seneca Rd to Victor St. - **35 mph**

2nd Ave - Bear Valley Rd to Jasmine St. - **45 mph**

Reno Loop Rd -North and South of Hook Blvd - **35 mph**

Luna Rd -SH 395 to Amargosa Rd - **40 mph** (subject to concurrence w/County on certain sections)

Motion carried.

It was mentioned by Glenda Berg, Public Works representative, that there are a number of double left-turn intersections in the City that are in need of the botts dots to direct traffic thru the turning movements. It was indicated that this could be handled by a Work Order from the Traffic Engineer.

There being no further business, the meeting was duly adjourned by the Chairperson at 1:55 pm.

Submitted by:

Marlene Parks, Recording Secretary

Anway Wagdy, Consulting Traffic Engineer

Date: _____

CITY OF
VICTORVILLE

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FAX 760-245-7243
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14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. Wallace, City Engineer *DATE: November 13, 2006*

SUBJECT: Additional Appropriation for Service Provider Agreement for Right of Way Services with Property Specialists, Inc.

RECOMMENDATION: That City Council appropriate an additional $90,000 and increase the Service Provider Agreement for Right of Way Services with Property Specialists, Inc. for a not to exceed amount of $219,500, to provide right of way services for the Nisqualli Road Improvement Project.

FISCAL IMPACT: $90,000
Measure I, Arterial 40510
Budget Amount:
Budget Account:

Finance Dept. Use Only
Additional Appropriation
☐ No
☑ Yes/$ Amount $90,000
Finance Director Review
$ Approval

DISCUSSION: The Nisqualli Road Improvement Project (from Hesperia Rd. to Balsam Rd.) is approximately 2.3 miles long. This project requires right of entries from 129 parcels and right of way dedications from 39 parcels. A right of entry, requested from the property owner grants permission to the City to enter private property to reconstruct driveway connections and install hammerhead driveways for forward egress. Because Nisqualli Road will be widened, and in many cases the road elevation will change, driveway reconstruction will be necessary. The 39 right of way dedications are mainly needed for access ramps at street intersections.

The project has been divided into two phases: Phase 1 from Hesperia Rd. to Seventh Ave.; and Phase 2 from 7th Ave. to Balsam Rd. Phase 1 is expected to be advertised in the last two months of this year with construction starting in early 2007. The number of parcels that required right of entries and/or right of way increased from the original estimate of 80 to 129. This additional effort requires the increase in the contract amount.

Staff recommends that City Council increase a Service Provider Agreement to Property Specialists, Inc. for the services as described in this report.

Written
#13
11-21-06

PROPERTY
SPECIALISTS
INC.

October 26, 2006

John A. McGlade, PE
City Engineer
City of Victorville
19875 Kip Ct.
Apple Valley, CA 92308

RE: Nisqualli Road Improvement Project Phase I and Phase II

Dear Mr. McGlade:

The City of Victorville (City) has retained the services of Property Specialists, Inc. (PSI) under that certain contract "Service Provider Agreement by and between the City of Victorville and Property Specialists, Inc.", dated September, 2005, to perform those certain tasks identified in the Exhibit "A" Scope of Services of said agreement. The original scope of work was for a total of 80 parcels, consisting of 39 Partial Acquisitions and 49 parcels requiring Right of Entries. The original contracted amount for theses services was $136,200.

To date, the City has requested PSI to perform other miscellaneous right of way and title tasks. Some of these tasks were associated with specific projects like the Hesperia Road Improvement project reconstructing Hesperia Road from Green Tree Boulevard to "D" Street. PSI was pleased to provide assistance with this project, wherein documents were prepared, coordination with the property owners was provided and several site visits where involved to obtain the required signatures. Other tasks have been assigned throughout the Nisqualli Road project that have also been performed by PSI. Without a specific work order for these assignments, PSI has applied these charges to our current work order under the Nisqualli Road project.

The Nisqualli Road Project parcel count has increased from the original 80 parcels to approximately 129 parcels total. In addition, all of the 39 partial acquisition parcels also required right of entry agreements. Although PSI combined these efforts whenever possible, additional time and costs were associated with these changes.

This letter is intended to amend the original cost proposal based on the original 80 cases. PSI requests that the same rate, approximately $1,700 per parcel applied to the added 49 cases, totals an additional amount of $83,300.

We have greatly appreciated this opportunity and look forward to a long relationship with the City of Victorville. If the City is in agreement with this request, please sign below and fax back to us at 714-200-0809.

Sincerely,

Patty Paulson

Patty Paulson
President

Acquisition, Relocation & Project Administration Consultants
600 W. Santa Ana Blvd., Suite 115, Santa Ana, CA 92701

CITY OF
VICTORVILLE

760-955-5000
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P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John A. McGlade
City Engineer

DATE: November 13, 2006

SUBJECT: Reimbursement of Development Impact Fees (DIF) paid by the applicant for facilities funded through community Facilities District 2001-01 (CFD-01-01) for Tracts 16124, 16087, 16086, 14559, 16241, 14686 and 16131.

RECOMMENDATION: That the City Council approve the reimbursement of the DIF in the amount of $2, 089, 500.00

FISCAL IMPACT: CFD-01-01 Fund 76751

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

DISCUSSION: Eagle Ranch, LLC, has requested a reimbursement of DIF funded through CFD-01-01. The applicant has submitted evidence of payment of those development impact fees. This action shall approve a reimbursement of $2,089,500.00 an amount equal to the fees paid by Eagle Ranch, LLC.

Written
#14
11-21-06

April 10, 2003

VIA FACSIMILE (760-269-0002) & US MAIL

Charles Green, Esq.
City Attorney
City of Victorville
P.O. Box 5001
Victorville, California 92393-5001

Re: Eagle Ranch

Dear Mr. Green:

I represent USA Commercial Real Estate Group, the manager of Eagle Ranch, LLC with respect to the Fee Credit Agreement pertaining to the Eagle Ranch master-planned community. I have reviewed a draft of the agreement prepared, apparently, in March, and identified by a code on the bottom of each page of the document, "VC01FEEAGRcLR/344." I do not know who prepared the document, other than someone employed by the City of Victorville ("City").

My understanding is that the purpose of the agreement is to provide for the reimbursement of monies expended, or to be expended, by Eagle Ranch (or its assigns) with respect to certain work performed, or to be done, by Eagle Ranch (or its assigns) in connection with the development of the Eagle Ranch community.

Actually, 454 @ $659.08

In connection therewith, I understand that there are 465 "park fee" credits valued at $651.09 each for which the fee has already been paid to the City. These fees are credited to Eagle Ranch LLC, by a previous assignment from Inco to Eagle Ranch, against the fees to be paid to obtain the certificate of occupancy.

$569,931.00 IN TRACTS

There are also CFD (Community Facilities District) credits that are valued at $2,343 per lot, although I am not certain how many lots these apply to. These are comprised of credits for road fees, (additional) park fees, public safety fees, and other fees. These are to be reimbursed as the City receives money from the bond sales for the CFD (i.e., as the work is completed). I understand that the City has already received a portion of this money for which reimbursement is due, although I do not know the amount.

CFD 01-01

Eagle Ranch sells to other developers lots that are subject to the fee credits. They need to transfer (assign) the fees attributable to such lots to the buyer.

4484 South Pecos Road • Las Vegas, Nevada 89121
Phone: 702-734-2400 • Fax: 702-734-0163 • Toll Free 888-921-8009 • www.TDInvestments.com

Considering the foregoing, we would like a Fee Credit Agreement that contains the following:

INAPPLICABLE 1. a description of the 465 lots (or other number if some have been sold) the park fee credits are attributable to (Eagle Ranch can provide this);

2. a description of which lots the CFD credits (broken out by sub-category, if necessary) are attributable to, and the amount attributable to each of those lots (Eagle Ranch can provide this);

3. identification of the amount now reimbursable to Eagle Ranch, and a statement of exactly when the reimbursement will be paid; and

4. a provision that Eagle Ranch or Eagle Ranch Residential may assign to the buyer the fees attributable to lots they sell (to a developer). An approved form of assignment should be attached as an exhibit to the Fee Credit Agreement.

Please call me after you have reviewed this so we may agree on the structure of the agreement, and on who will draft it. It seems to me that the draft I have, with the addition of provisions addressing the matters raised herein, will do. Thus, to complete an agreement that will clearly lay out the amount of the credits, the lots to which they pertain and the amount of credits attributable to each lot, and the amount presently reimbursable, will require getting the facts and doing some simple math.

Very truly yours,

Thomas

Thomas Rondeau

cc: Anthony Monaco (Via Fax: 909-581-1371)
(909) 581-0610 office
(909) 772-9881 cell

REQUISITION FOR PAYMENT

The undersigned, a duly authorized representative of Eagle Ranch, LLC (the "Property Owner"), hereby certifies to the City of Victorville (the "City"), as legislative body of the City of Victorville Community Facilities District No.01-01 ("CFD No. 01-01"), and the Victorville Sanitary District (the "Sanitary District") for purposes of requesting payment for the acquisition by the City on behalf of CFD No. 01-01 of the facilities described on Exhibit A, and acceptance thereof by the Sanitary District that:

(1) The facilities described in detail on the attached Exhibit A have been duly and properly constructed.

(2) A breakdown and a total of the costs which have been incurred by the Property Owner in constructing such facilities, including construction contracts and purchase orders is attached hereto as Exhibit B.

(3) To the extent that this payment request is with respect to a completed Facility, the Property Owner has submitted or submits herewith to the City as-built drawings or similar plans and specifications for the items to be paid for as listed in the exhibit hereto with respect to any such Facility, and such drawings or plans and specifications, as applicable, are true, correct and complete. To the extent that this payment request is for a modification of a Facility, the Property Owner has submitted or submits herewith a marked set of drawings or similar plans and specifications of the modified Facilities to be acquired as listed in the exhibit hereto, which drawings or plans and specifications, as applicable, are current and show all changes or modifications which have been made to date.

(4) There has been compliance with applicable laws relating to prevailing wages for the work to construct the Facility for which payment is requested.

(5) The Property Owner is in compliance with the terms and provisions of the Funding and Acquisition Agreement and no portion of the amount being requested to be paid was previously paid.

I hereby agree to furnish such additional back up verification the respect to the costs and expenses incurred by the Property Owner as the City or the Sanitary District Shall request. Furthermore, I agree to furnish all documentation evidencing transfer of ownership of the facilities described above as requested by the City or the Sanitary District.

Dated: 5/3/06

Eagle Ranch, LLC, a Nevada limited liability company

By: USA Commercial Real Estate Group, a Nevada corporation
Its: Manager

By: _____
Joseph D. Milanowski
Its: Treasurer

I, an authorized representative of the Sanitary District, hereby certify that, pursuant to the request of the City, this Requisition For Payment has been reviewed and approved and the payment requested herein has been approved by the Sanitary District.

By: _____

Name: _____

Title: _____

Exhibit A

Eagle Ranch
Community Facility District 2001-1
Development Impact Fees

Road Fee	**$1,154,000**
Park Fee	**367,500**
Pubic Safety	**122,000**
Public Facilities	**466,000**
Total Funds	**$2,089,500**

Exhibit B

Eagle Ranch
Community Facility District 2001-1
Construction Contracts

NONE

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John McGlade
City Engineer

DATE: November 14, 2006

SUBJECT: PRESENTATION OF FEE CREDIT AGREEMENT BY AND BETWEEN MOJAVE-COBALT, LLC AND THE CITY OF VICTORVILLE

RECOMMENDATION: That the Honorable City Council approve the Fee Credit Agreement by and between Mojave-Cobalt, LLC and the City.

FISCAL IMPACT: The City Council previously approved a Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Mojave-Cobalt, LLC and the City of Victorville which 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. The Fee Credit Agreement presented at this meeting provides the terms and conditions under which the City will provide fee credits to the Developer for funds paid to the City by the Adelanto Elementary School District Community Facilities District No. 4. 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.

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

____ No
____ Yes/$Amount:

Finance Director Review and Approval_____

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 Fee Credit Agreement in substantially the form 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 Fee Credit Agreement will facilitate the development.

Written
#15
11-21-06

FEE CREDIT AGREEMENT
(City Fee Facilities)

THIS AGREEMENT is entered into this _____ day of _____, 2006 between MOJAVE-COBALT, LLC, a California limited liability company (hereinafter "Developer") and the CITY OF VICTORVILLE, a municipal corporation organized and existing under the laws of the State of California (hereinafter "City").

RECITALS

This Agreement is predicated upon the following facts:

1. 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 located within the boundaries of the Adelanto Elementary School District Community Facilities District No. 4 (the "CFD");

2. Developer 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 such development may be modified from time to time (the "Project");

3. The CFD was formed for the purpose of financing, among other things, the acquisition and/or construction of various public facilities to be owned and operated by City, which facilities will benefit the Project in whole or in part, including certain public facilities to be constructed and owned and operated by City (the "City Fee Facilities") in lieu of the payment of road fees, park fees, and recreation fees and all components thereof imposed by the City upon the Project to finance City Fee Facilities as set forth in Exhibit "B" (the "City Fees").

4. The City Fee Facilities set forth in Exhibit "B" are proposed to be financed with special taxes levied and the proceeds of bonds or several series of bonds secured by special taxes levied within the CFD (the "Bonds").

5. The City agrees to credit Developer for a portion of the City Fees imposed on the Property as specified in Exhibit "C" hereto to the extent of the funding provided by the CFD that is to be utilized to construct City Fee Facilities that would otherwise be funded by such City Fees.

6. Numerous properties will be benefited by the construction of the City Fee Facilities.

7. Construction of the City Fee Facilities and the Project have been previously analyzed under the California Environmental Quality Act, Public Resources

Code §§ 21000 *et seq.* ("CEQA"), and the adoption of this Agreement does not constitute a "project" under CEQA pursuant to 14 Cal. Code Regs. § 15378(b)(4).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF THE PARTIES HERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein. This Agreement relates only to the City Fee Facilities outlined in Recital 3 above, and not to any other obligation or condition of approval which Developer may either now, or in the future, be required to satisfy.

2. Term. This Agreement shall expire seven (7) years from the later of the date first indicated above, or the date of execution.

3. Fee Credits. Developer shall earn credits against City Fees based upon the payment to the District of moneys for City Fee Facilities as provided in Sections 4 and 5 of the Joint Community Facilities Agreement (the "JCFA") entered into effective as of the 7th day of November, 2006, by and among the School District, the Developer and the City. The City Fee credits shall be available upon payment to the City of moneys as provided in Sections 4 and 5 of the JCFA. If Developer has advanced any City Fees prior to the time at which credits will be available, the amount advanced shall be returned to Developer upon Developer's request, within the City's normal period for processing payments after payment of Bond proceeds to the City. Until such time as applicable payments have been made to the City in accordance with Sections 4 and 5 of the JCFA, the Developer or its successor shall pay City Fees to the City when and payable. Once payments have been made to the City in accordance with Sections 4 and 5 of the JCFA, it is anticipated that the City shall credit to Developer, an aggregate amount of $10,947.00 per dwelling unit in the amounts determined by the City as specified in a completed Exhibit "C". The City shall have the discretion to allocate the credits among the road fee, park fee, public safety fee or other fee, based on the City's expenditure requirements. The Developer shall specify the lots to which such credits shall be applied.

In no case shall the total City Fee credits and reimbursement of amounts advanced by Developer exceed the amount of Bond proceeds paid to the City from time to time from the fund, account or sub-account of the CFD into which a portion of the Bond proceeds may be deposited in accordance with the applicable documents authorizing the issuance of the Bonds for the purpose of financing City Fee Facilities.

4. Termination. This Agreement may be terminated by either party for breach hereof, provided that the party electing to terminate this Agreement gives written notice of such termination to the other party and a reasonable opportunity to cure such breach consistent with Section 15 below. A termination of this Agreement for an

uncured breach under this Section shall become effective on the thirtieth (30th) business day following actual receipt of said notice by the party to whom said notice was sent.

5. No Association Between City and Developer. City and Developer in no way intend for this Agreement to give rise to or create any relationship of partnership, joint venture, or any other form of association of any kind or nature between City and Developer.

6. Notices. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third business day following the deposit of such Notice with the United States Postal Service. This Section shall not prevent the parties hereto from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

To City of Victorville: John A. McGlade, City Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Developer: Mojave-Cobalt, LLC
c/o Griffin Homes
110 N. Lincoln, 2nd Flr.
Corona, Ca 92882
Attn: Project Manager

7. Conflicts of Interest. Developer, including any entities affiliated with Developer, hereby agrees not to hire or otherwise employ any City employee or their relatives during: (a) the term of this Agreement and (b) the one year period following the completion or termination of this Agreement, unless the prior written consent of City to such employment is obtained, not to be unreasonably withheld.

8. Entire Agreement. This Agreement contains the entire agreement between City and Developer with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by each party or by its agent duly authorized in writing or as otherwise expressly permitted herein. City and Developer do not intend to confer any benefit hereunder on any person, firm, corporation or entity, other than City and Developer and their successors and assigns.

9. Counterparts. This Agreement and any amendment or modification hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law and Venue. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of San Bernardino, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of San Bernardino, State of California.

11. Captions and Headings. The headings and captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

12. Ambiguities. This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

13. Default.

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default, within five (5) calendar days after receipt of written notice specifying such default, and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

c. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. The exercise by a party of one or more rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

d. In the event that a default of any party to this Agreement may remain uncured for more than five (5) calendar days following receipt of written notice of default, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

14. Cumulative Remedies. In the event of a breach or default of this Agreement, the non-breaching party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such party in the alternative and the assertion of a remedy by a party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that party by the terms of this Agreement.

15. Severability. Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the other terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

16. Waivers. No waiver of any breach of any agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

17. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

18. Review by Attorneys. Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

19. Representations of Persons Executing Agreement. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

20. Effectiveness of Agreement. This Agreement shall not be binding upon City, until signed by an authorized representative of Developer, approved by the City Council, approved as to form by the City Attorney and executed by the Mayor of the City of Victorville.

21. Successors, Heirs and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise,

shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

22. Gender. In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

23. Attorney's Fees. If an action (including a reference) is commenced to enforce or interpret any provision of this Agreement, or for damages alleged to have resulted from a breach of this Agreement, the prevailing party, as determined by the referee and/or the court, shall be entitled to recover from the other party, reasonable attorneys' fees and expenses incurred in the action as the court may award, including, expert witness fees, photocopying and telephone charges, deposition costs, travel expenses and investigation expenses. In addition, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in any post-judgment proceeding to collect or enforce a judgment. This provision shall survive the merger of this Agreement into any judgment based on this Agreement.

24. Further Assurances. Each party shall execute and deliver to the other party all such other further instruments and documents that may be reasonably necessary to carrying out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. Each party shall further cooperate with the other in connection with any obligation required to be performed under this Agreement.

25. Exhibits. The following Exhibits are incorporated by this reference:

Exhibit	**Description**
A	Legal Description of Property
B	City Fee Facilities Descriptions
C	Fee Credits Table

IN WITNESS THEREOF, this Agreement has been executed by the parties on the day and year first above written:

CITY OF VICTORVILLE

_____ _____

MAYOR CITY MANAGER

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CONTENT

_____

CITY ATTORNEY

MOJAVE-COBALT, LLC,
a California limited liability company

By:_____
a _____

By: _____
Name: _____
Title: _____

Exhibit "A"
Legal Description of Property

Lots 1-195 of Tract 16463, un-recorded.

Lots 1-81 of Tract 13816, un-recorded.

Exhibit "B"
City Fee Facilities Description

Those eligible roadways, parks and recreations projects, fire and police safety projects and public buildings described in the Development Impact Fee Update Study prepared by Agajanian & Associates dated August 16, 2006 and City Resolution No. 06-151 adopted September 19, 2006, as each may be amended or up-dated from time to time.

Exhibit "C"

Fee Credit Table

Upon receipt of funds from the Adelanto Elementary School District Community Facilities District No. 4, fee credits shall be available. The amount is expected to be available, and the lot and tract numbers to which credits will be available will be determined after receipt of funds by the City. If an additional amount is received after an initial payment, the lot and tracts to which such amounts shall be available shall be set forth in an updated Fee Credit Table.

Tract #	Builder	Amount	# of Lots	Total
16463, Un-recorded	Griffin Homes		195	$
13816, Un-recorded	Griffin Homes		81	$
		TOTAL	**276**	**$**

Approved by:

By: _____
Adair Patterson,
Director of Finance

By: _____
John A. McGlade,
City Engineer

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INTENTIONALLY

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

VICTORVILLE SANITARY DISTRICT MEETING OF: November 21, 2006

SUBMITTED BY: John McGade
City Engineer

DATE: November 14, 2006

SUBJECT: PRESENTATION TO THE BOARD OF DIRECTORS OF THE VICTORVILLE SANITARY DISTRICT APPROVING FEE CREDIT AGREEMENT BY AND BETWEEN MOJAVE-COBALT, LLC AND THE VICTORVILLE SANITARY DISTRICT

RECOMMENDATION: That the Honorable Board of Directors approve the Fee Credit Agreement by and between Mojave-Cobalt, LLC and the Victorville Sanitary District.

FISCAL IMPACT: The Board of Directors previously approved a Joint Community Facilities Agreement by and among the Adelanto Elementary School District, Mojave-Cobalt, LLC and the City of Victorville which 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. The Fee Credit Agreement presented at this meeting provides the terms and conditions under which the Victorville Sanitary District will provide fee credits to the Developer for funds paid to the Victorville Sanitary District by the Adelanto Elementary School District Community Facilities District No. 4. 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.

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

____ No
____ Yes/$Amount:

Finance Director Review and Approval_____

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 Board of Directors approve the Fee Credit Agreement in substantially the form 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 Fee Credit Agreement will facilitate the development.

Written
#16
11-21-06

FEE CREDIT AGREEMENT
(Sanitary District Fee Facilities)

THIS AGREEMENT is entered into this _____ day of _____, 2006 between MOJAVE-COBALT, LLC, a California limited liability company (hereinafter "Developer") and the VICTORVILLE SANITARY DISTRICT, a special district organized and existing under the laws of the State of California (hereinafter "District").

RECITALS

This Agreement is predicated upon the following facts:

1. 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 located within the boundaries of the Adelanto Elementary School District Community Facilities District No. 4 (the "CFD");

2. Developer 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 such development may be modified from time to time (the "Project");

3. The CFD was formed 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 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 sewer fees, sanitary line fees, and other fees and all components thereof imposed by the Sanitary District upon the Project (the "Sanitary District Fees") to finance Sanitary District Fee Facilities as set forth in Exhibit "B".

4. The Sanitary District Fee Facilities set forth in Exhibit "B" are proposed to be financed with special taxes levied and the proceeds of bonds or several series of bonds secured by special taxes levied within the CFD (the "Bonds").

5. The Sanitary District agrees to credit Developer for a portion of the Sanitary District Fees imposed on the Property as specified in Exhibit "C" hereto to the extent of the funding provided by the CFD that is to be utilized to construct Sanitary District Fee Facilities that would otherwise be funded by such Sanitary District Fees.

6. Construction of the Sanitary District Fee Facilities and the Project have been previously analyzed under the California Environmental Quality Act, Public Resources Code §§ 21000 *et seq.* ("CEQA"), and the adoption of this Agreement does not constitute a "project" under CEQA pursuant to 14 Cal. Code Regs. § 15378(b)(4).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF THE PARTIES HERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein. This Agreement relates only to the Sanitary District Fee Facilities outlined in Recital 3 above, and not to any other obligation or condition of approval which Developer may either now, or in the future, be required to satisfy.

2. Term. This Agreement shall expire seven (7) years from the later of the date first indicated above, or the date of execution.

3. Fee Credits. Developer shall earn credits against Sanitary District Fees based upon the payment to the Sanitary District of moneys for Sanitary District Fee Facilities as provided in Sections 4 and 5 of the Joint Community Facilities Agreement (the "JCFA") entered into effective as of the 7th day of November, 2006, by and among the School District, the Developer and the Sanitary District. The Sanitary District Fee credits shall be available upon payment to the Sanitary District of moneys as provided in Sections 4 and 5 of the JCFA. If Developer has advanced any Sanitary District Fees prior to the time at which credits will be available, the amount advanced shall be returned to Developer upon Developer's request, within the Sanitary District's normal period for processing payments after payment of Bond proceeds to the Sanitary District. Until such time as applicable payments have been made to the Sanitary District in accordance with Sections 4 and 5 of the JCFA, the Developer or its successor shall pay Sanitary District Fees to the Sanitary District when due and payable. Once payments have been made to the Sanitary District in accordance with Sections 4 and 5 of the JCFA, it is anticipated that the Sanitary District shall credit to Developer, the amounts as set forth above, which amounts are estimated to be $250 per lot as set forth in Exhibit B to the extent of such funding.

In no case shall the total Sanitary District Fee credits and reimbursement of amounts advanced by Developer exceed the amount of Bond proceeds paid to the Sanitary District from time to time from the fund, account or sub-account of the CFD into which a portion of the Bond proceeds may be deposited in accordance with the applicable documents authorizing the issuance of the Bonds for the purpose of financing Sanitary District Fee Facilities.

4. Termination. This Agreement may be terminated by either party for breach hereof, provided that the party electing to terminate this Agreement gives written notice of such termination to the other party and a reasonable opportunity to cure such breach consistent with Section 15 below. A termination of this Agreement for an uncured breach under this Section shall become effective on the thirtieth (30th) business day following actual receipt of said notice by the party to whom said notice was sent.

5. No Association Between Sanitary District and Developer. Sanitary District and Developer in no way intend for this Agreement to give rise to or create any relationship of partnership, joint venture, or any other form of association of any kind or nature between Sanitary District and Developer.

6. Notices. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third business day following the deposit of such Notice with the United States Postal Service. This Section shall not prevent the parties hereto from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

To Sanitary District: Sanitary District Finance Director
Victorville Sanitary District
14343 Civic Drive
Victorville, CA 92392

To Developer: Mojave-Cobalt, LLC
c/o Griffin Homes
110 N. Lincoln, 2nd Flr.
Corona, Ca 92882
Attn: Project Manager

7. Conflicts of Interest. Developer, including any entities affiliated with Developer, hereby agrees not to hire or otherwise employ any Sanitary District employee or their relatives during: (a) the term of this Agreement and (b) the one year period following the completion or termination of this Agreement, unless the prior written consent of Sanitary District to such employment is obtained, not to be unreasonably withheld.

8. Entire Agreement. This Agreement contains the entire agreement between Sanitary District and Developer with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by each party or by its agent duly authorized in writing or as otherwise expressly permitted herein. Sanitary District and Developer do not intend to confer any benefit hereunder on any person, firm, corporation or entity, other than Sanitary District and Developer and their successors and assigns.

9. Counterparts. This Agreement and any amendment or modification hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law and Venue. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of San Bernardino, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of San Bernardino, State of California.

11. Captions and Headings. The headings and captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

12. Ambiguities. This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

13. Default.

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default, within five (5) calendar days after receipt of written notice specifying such default, and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

c. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. The exercise by a party of one or more rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

d. In the event that a default of any party to this Agreement may remain uncured for more than five (5) calendar days following receipt of written notice of

default, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

14. Cumulative Remedies. In the event of a breach or default of this Agreement, the non-breaching party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such party in the alternative and the assertion of a remedy by a party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that party by the terms of this Agreement.

15. Severability. Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the other terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

16. Waivers. No waiver of any breach of any agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

17. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

18. Review by Attorneys. Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

19. Representations of Persons Executing Agreement. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

20. Effectiveness of Agreement. This Agreement shall not be binding upon Sanitary District, until signed by an authorized representative of Developer, approved by the Board of Directors and executed by the President of the Board of Directors of the Sanitary District.

21. Successors, Heirs and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

22. Gender. In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

23. Attorney's Fees. If an action (including a reference) is commenced to enforce or interpret any provision of this Agreement, or for damages alleged to have resulted from a breach of this Agreement, the prevailing party, as determined by the referee and/or the court, shall be entitled to recover from the other party, reasonable attorneys' fees and expenses incurred in the action as the court may award, including, expert witness fees, photocopying and telephone charges, deposition costs, travel expenses and investigation expenses. In addition, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in any post-judgment proceeding to collect or enforce a judgment. This provision shall survive the merger of this Agreement into any judgment based on this Agreement.

24. Further Assurances. Each party shall execute and deliver to the other party all such other further instruments and documents that may be reasonably necessary to carrying out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. Each party shall further cooperate with the other in connection with any obligation required to be performed under this Agreement.

25. Exhibits. The following Exhibits are incorporated by this reference:

Exhibit	**Description**
A	Description of Property
B	Sanitary District Fee Facilities Descriptions
C	Fee Credits Table

IN WITNESS THEREOF, this Agreement has been executed by the parties on the day and year first above written:

VICTORVILLE SANITARY DISTRICT

_____
PRESIDENT

ATTEST:

_____
SANITARY DISTRICT CLERK

MOJAVE-COBALT, LLC,
a California limited liability company

By:_____
a _____

By: _____
Name: _____
Title: _____

Exhibit "A"
Legal Description of Property

Lots 1-195 of Tract 16463, un-recorded.

Lots 1-81 of Tract 13816, un-recorded.

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 Sanitary District's Sewer Master plan, dated 1990, prepared by J.F. Davison & Associates, as such Sewer Trunk Fees and related sanitary facilities may be amended or updated from time to time.

Exhibit "C"

Phase 1
Fee Credit Table

Upon receipt of funds from the Adelanto Elementary School District Community Facilities District No. 1, fee credits shall be available. $69,000.00 is expected to be available. The lot and tract numbers to which credits will be available will be determined after receipt of funds by the Sanitary District. If $69,000.00 is available, the following lot and tracts are expected to receive credits in the amounts set forth in the following table. If a different amount is received, or if additional amounts are received, the lot and tracts to which such amounts shall be available shall be set forth in an updated Fee Credit Table.

Tract #	Builder	Amount	# of Lots	Total
16463, Un-recorded	Griffin Homes	$250.00	195	$48,750.00
13816, Un-recorded	Griffin Homes	$250.00	81	$20,250.00
		TOTAL	**276**	**$69,000.00**

Approved by:

By: _____
Adair Patterson,
Director of Finance

By: _____
John A. McGlade,
City Engineer

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INTENTIONALLY

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: November 21, 2006

SUBMITTED BY: John McGlade
City Engineer

DATE: November 14, 2006

SUBJECT: PRESENTATION OF FEE CREDIT AGREEMENT BY AND BETWEEN LB/L SUNCAL WEST CREEK, LLC, AND THE CITY OF VICTORVILLE

RECOMMENDATION: That the Honorable City Council approve the Fee Credit Agreement by and between LB/L Suncal West Creek, LLC and the City.

FISCAL IMPACT: The City Council previously approved a Joint Community Facilities Agreement by and among the Adelanto Elementary School District, LB/L Suncal West Creek, LLC and the City of Victorville which 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. The Fee Credit Agreement presented at this meeting provides the terms and conditions under which the City will provide fee credits to the Developer for funds paid to the City by the Adelanto Elementary School District Community Facilities District No. 4. 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.

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

____ No
____ Yes/$Amount:

Finance Director Review and Approval_____

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 Fee Credit Agreement in substantially the form 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 Fee Credit Agreement will facilitate the development.

Written
#17
11-21-06

FEE CREDIT AGREEMENT
(Acquisition Facilities)

THIS AGREEMENT is entered into this _____ day of _____, 2006 between LB/L SUNCAL WEST CREEK, LLC, a California limited liability company (hereinafter "Developer") and the CITY OF VICTORVILLE, a municipal corporation organized and existing under the laws of the State of California (hereinafter "City").

RECITALS

This Agreement is predicated upon the following facts:

1. 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 located within the boundaries of the Adelanto Elementary School District Community Facilities District No. 1 (the "CFD");

2. Developer intends to develop the Property for residential purposes and has obtained or intends to obtain the necessary development approvals to construct approximately Six Hundred Sixty-Nine (669) detached single family residential units on the Property as Phase I, and additional detached single family residential units on the Property as Phases II and III, as such development may be modified from time to time (the "Project");

3. The CFD was formed for the purpose of financing, among other things, the acquisition and/or construction of various public facilities to be owned and operated by City as described in the Facilities Report for Proposed Community Facilities District of the Adelanto Elementary School District, West Creek Specific Plan, City of Victorville, California prepared by Hall & Foreman, Inc. dated April, 2005, Revised April 18, 2005 (the "Facilities Report"), which facilities will benefit the Project in whole or in part, including (i) certain public facilities to be constructed by or on behalf of the Developer and ultimately owned and operated by City (the "Acquisition Facilities") and (ii) certain public facilities to be constructed and owned and operated by City (the "City Fee Facilities") in lieu of the payment of road fees, parks and recreation fees, and all components thereof imposed by the City upon the Project to finance City Fee Facilities as set forth in a separate agreement between the parties to this Agreement. The Acquisition Facilities and City Fee Facilities are collectively referred to herein as the City Facilities. Credits relating to the City Fee Facilities shall be set forth in a separate agreement.

4. The Acquisition Facilities set forth in Exhibit "B" are proposed to be financed with special taxes levied and the proceeds of bonds or several series of bonds secured by special taxes levied within the CFD (the "Bonds").

5. The City agrees to credit Developer for Developer's construction of Acquisition Facilities authorized to be funded by the City Fees which are acquired with the CFD special taxes or the proceeds of bonds.

6. Developer fully intends to pay the entire cost of the design, construction and installation of the Acquisition Facilities, subject to receiving from the City a credit against the City Fees otherwise due and payable to the City prior to issuance of building occupancy for the Project, pursuant to Council Policy Nos. 90-4 and 92-1 (the "Fee Credit").

7. Numerous properties will be benefited by the construction of the Acquisition Facilities.

8. In furtherance of the requirements of Chapter 17.84 of the Victorville Municipal Code and California Government Code §§ 66485 and 66486, City and Developer desire to enter into this Agreement to specify the parties respective rights, duties and obligations concerning Developer's entitlement to receive a credit from the City for the Acquisition Facilities which provide excess capacity and benefit other property owners.

9. Construction of the Acquisition Facilities and the Project have been previously analyzed under the California Environmental Quality Act, Public Resources Code §§ 21000 *et seq.* ("CEQA"), and the adoption of this Agreement does not constitute a "project" under CEQA pursuant to 14 Cal. Code Regs. § 15378(b)(4).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH OF THE PARTIES HERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein. This Agreement relates only to the Acquisition Facilities outlined in Recital 3 above, and not to any other obligation or condition of approval which Developer may either now, or in the future, be required to satisfy.

2. Term. This Agreement shall expire seven (7) years from the later of the date first indicated above, or the date of execution.

3. Acquisition Facilities.

a. The specifications and construction plans for the Acquisition Facilities (the "Plans and Specifications") shall be those plans and specifications

for the road, park and recreation facilities prepared by Hall & Foreman, Inc. and as generally described in the Facilities Report and submitted to City for the City Engineer's review and approval.

b. The Acquisition Facilities shall be installed by a licensed contractor (the "Contractor") selected by Developer and in accordance with the Joint Community Facilities Agreement (the "JCFA") entered into effective as of the 19th day of April, 2005, by and among the School District, the Developer (as successor to LB/L SunCal II Victor Valley, LLC) and the City

c. Upon completion of an Acquisition Facility, Developer shall file a Notice of Completion, pursuant to Civil Code Section 3093, and notify City of such completion in writing. City, within forty-five (45) days after receipt of such notice, shall inspect the Acquisition Facility and reasonably determine whether such improvements have been constructed substantially in accordance with the Plans and Specifications.

d. If, within a period of one year after final acceptance by City of a Acquisition Facility, any portion of such Acquisition Facility fails to fulfill any of the requirements of this Agreement or the specifications and design approved by City pursuant to subsection b. above, Developer shall, without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of such Acquisition Facility. Should Developer fail to act within eight (8) business days or in accordance with this requirement, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to City the actual cost of such repairs plus ten percent (10%).

e. Provided the Developer has complied with the requirements of this Agreement and the JCFA, by and among Adelanto Elementary School District, the Developer and the City, City agrees to acquire the Acquisition Facilities from the Developer in accordance with the terms of the JCFA. In the event of a conflict between this Agreement and the JCFA, the terms of the JCFA shall control.

f. The design, construction and conveyance to the City of the Acquisition Facilities, and all other obligations set forth in this Agreement are in addition to the obligations of the Developer under the JCFA.

4. <u>Fee Credit</u>.

a. The Developer estimates the aggregate cost of the Acquisition Facilities to be $3,730,856.00. The amount referenced in the preceding sentence is less than the total amount of fees the City otherwise would expect to collect for the road, park and recreation portion of the Development

Impact Fees for the Acquisition Facilities and it is expected that the Developer and its successors will receive partial fee credits for development impact fees and pay the balance of the development impact fees when due.

b. At such time as City Fees are due and payable by the Developer or its successors in interest to the City, and upon presentation of invoices and verification of satisfactory completion of the Acquisition Facilities and all other Developer obligations set forth in this Agreement, the City shall credit to Developer a total amount equal to $5,421.00 per lot; provided, however, that in no case shall the total credit exceed the acquisition amount pursuant to the JCFA and provided further that the Developer or its successor in interest shall pay the 35% portion of the road portion of the Development Impact Fee until the amount due with regard to the roadway and median improvements has been received by the City; the foregoing amounts being due as permits are issued, and not related to whether the permit is within the Phases referenced in the Hall & Foreman Report.

c. In no case shall the total Fee Credits and reimbursement of amounts advanced by Developer exceed the amount of Bond proceeds paid to the [Developer] [City] from time to time in accordance with Section 4 of the JCFA for the Acquisition Facilities (and excluding amounts paid with respect to City Fee Facilities) from the fund, account or sub-account of the CFD into which a portion of the Bond proceeds has been deposited in accordance with the applicable documents authorizing the issuance of the Bonds for the purpose of financing Acquisition Facilities.

Verification of satisfactory completion of the Acquisition Facilities shall include Developer providing City (i) a certified payroll demonstrating payment of prevailing wages consistent with Section 5.a., (ii) lien releases for all labor and materials provided for the Acquisition Facilities, and (iii) evidence of compliance with the terms of the JCFA.

In no case shall the total City Fee Credits and reimbursement of amounts advanced by Developer exceed the amount of Bond proceeds paid to the Developer from time to time from the fund, account or sub-account of the CFD into which a portion of the Bond proceeds may be deposited in accordance with the applicable documents authorizing the issuance of the Bonds for the purpose of financing Acquisition Facilities.

5. Compliance with Laws.

a. City hereby represents, and Developer hereby acknowledges, that, as a result of the Fee Credit, the Acquisition Facilities are subject to California prevailing wage law. Therefore, Developer shall implement a labor compliance program and pay prevailing wages pursuant to Labor Code Section 1720(c)(2) and any other applicable law to the extent required by law.

b. Developer shall comply with all laws, codes, regulations, rules and/or standards applicable to construction of the Acquisition Facilities.

6. Termination. This Agreement may be terminated by either party for breach hereof, provided that the party electing to terminate this Agreement gives written notice of such termination to the other party and a reasonable opportunity to cure such breach consistent with Section 15 below. A termination of this Agreement for an uncured breach under this Section shall become effective on the thirtieth (30th) business day following actual receipt of said notice by the party to whom said notice was sent.

7. No Association Between City and Developer. City and Developer in no way intend for this Agreement to give rise to or create any relationship of partnership, joint venture, or any other form of association of any kind or nature between City and Developer.

8. Indemnification. In addition to the indemnification provided pursuant to the JCFA, during construction of the Acquisition Facilities, and the warranty period set forth in Section 2.e., Developer agrees to indemnify, defend and hold harmless City from and against any and all claims, actions and/or suits for injuries (including death) and/or damages of any kind arising or resulting from, or caused by, Developer or its directors, officers, employees, agents, assignees, successors, consultants or contractors in connection with construction of the Acquisition Facilities.

9. Notices. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third business day following the deposit of such Notice with the United States Postal Service. This Section shall not prevent the parties hereto from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

To City: John A. McGlade, City Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Developer: Derek S. Hicks, Project Manager
LB/L SunCal West Creek, LLC,
c/o SunCal Companies
1250 Corona Pointe Circle, Suite 210
Corona, California 92879

10. Conflicts of Interest. Developer, including any entities affiliated with Developer, hereby agrees not to hire or otherwise employ any City employee or their relatives during: (a) the term of this Agreement and (b) the one year period following the completion or termination of this Agreement, unless the prior written consent of City to such employment is obtained, not to be unreasonably withheld.

11. Entire Agreement. This Agreement contains the entire agreement between City and Developer with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by each party or by its agent duly authorized in writing or as otherwise expressly permitted herein. City and Developer do not intend to confer any benefit hereunder on any person, firm, corporation or entity, other than City and Developer and their successors and assigns.

12. Counterparts. This Agreement and any amendment or modification hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Governing Law and Venue. This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of California. This Agreement is made and entered into in the County of San Bernardino, State of California, and any legal actions or proceedings arising from or related to this Agreement shall be brought in the County of San Bernardino, State of California.

14. Captions and Headings. The headings and captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

15. Ambiguities. This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

16. Default.

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default, within five (5) calendar days after receipt of written notice specifying such default, and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

c. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. The exercise by a party of one or more rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

d. In the event that a default of any party to this Agreement may remain uncured for more than five (5) calendar days following receipt of written notice of default, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

17. Cumulative Remedies. In the event of a breach or default of this Agreement, the non-breaching party shall be entitled to all remedies available pursuant to the terms of this Agreement, at law and in equity, including, but not limited to, specific performance of this Agreement, and all such remedies are cumulative in nature and may be asserted by such party in the alternative and the assertion of a remedy by a party shall not be deemed an exclusive election of remedies or waiver of any other rights conferred on that party by the terms of this Agreement.

18. Severability. Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the other terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

19. Waivers. No waiver of any breach of any agreement, provision or failure of a condition herein contained shall be deemed a waiver of any preceding or succeeding breach or failure thereof, or of any other agreement, provision or condition contained herein, nor an extension of time for performance of any other obligation or act.

20. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

21. Review by Attorneys. Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

22. Representations of Persons Executing Agreement. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

23. Effectiveness of Agreement. This Agreement shall not be binding upon City, until signed by an authorized representative of Developer, approved by the City Council, approved as to form by the City Attorney and executed by the Mayor of the City of Victorville.

24. Successors, Heirs and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

25. Gender. In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

26. Attorney's Fees. If an action (including a reference) is commenced to enforce or interpret any provision of this Agreement, or for damages alleged to have resulted from a breach of this Agreement, the prevailing party, as

determined by the referee and/or the court, shall be entitled to recover from the other party, reasonable attorneys' fees and expenses incurred in the action as the court may award, including, expert witness fees, photocopying and telephone charges, deposition costs, travel expenses and investigation expenses. In addition, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in any post-judgment proceeding to collect or enforce a judgment. This provision shall survive the merger of this Agreement into any judgment based on this Agreement.

27. Further Assurances. Each party shall execute and deliver to the other party all such other further instruments and documents that may be reasonably necessary to carrying out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. Each party shall further cooperate with the other in connection with any obligation required to be performed under this Agreement.

28. Exhibits. The following Exhibits are incorporated by this reference:

Exhibit	**Description**
A	Description of Property
B	Acquisition Facilities Descriptions
C	Fee Credits Table

IN WITNESS THEREOF, this Agreement has been executed by the parties on the day and year first above written:

CITY OF VICTORVILLE

_____ _____

MAYOR CITY MANAGER

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND CONTENT:

_____

CITY ATTORNEY

LB/L-SUNCAL WEST CREEK, LLC,
a Delaware limited liability company

By: LB/L-SunCal II Victor Valley, LLC,
a Delaware limited liability company

By: LB/Lakeside Capital Partners, LLC
a Delaware limited liability company

By:_____

Authorized Signatory

By: SCC/West Creek, LLC,
a Delaware limited liability company

By:_____

Exhibit "A"
Legal Description of Property

Lots 1-7 of Tract 16968, recorded in Book 310, pages 100-106 Official Records County of San Bernardino.

Exhibit "B"
Acquisition Facilities Description

Acquisition Facilities

The type of Acquisition Facilities eligible to be financed by the CFD under the Act are as follows and as described in the "Facilities Report for Proposed Community Facilities District of the Adelanto Elementary School District, West Creek Specific Plan, City of Victorville, California" prepared by Hall & Foreman, Inc. dated April, 2005, Revised April 18, 2005:

1. Roadway Improvements, including Hook Boulevard, Mojave Drive Improvements and Amethyst Road.

2. Median Parkway Improvements on Mojave Drive.

3. E-05 and E-06 Channel Improvements, including drainage facilities in Hook Boulevard, Diamond Road, Mojave Drive, Cobalt Road, Tawney Ridge Lane and Brucite Road.

EXHIBIT "C"

Fee Credits Table

		FEE		
Tract	Lots	Roads	Drainage	Total

The actual amount of credit shall be determined by the City Engineer in accordance with the provisions of the JCFA.

CITY OF
VICTORVILLE

760-955-5000
FAX 760-245-7243
email: vville@ci.victorville.ca.us
14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 11/14/06

SUBJECT: PRESENTATION OF REQUEST FOR ADOPTION OF RESOLUTION NO. 06-188 AMENDING THE CONFLICT OF INTEREST CODE FOR THE CITY OF VICTORVILLE

RECOMMENDATION: That the City Council adopt Resolution 06-188 amending the Conflict of Interest Code

FISCAL IMPACT: N/A

Budget Amount:
Budget Account No.:

DISCUSSION The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate and up-to-date or needs to be amended. The Conflict of Interest Code for the City of Victorville has been reviewed and the following changes are being proposed:

CHANGES TO CATEGORY I

Category I Positions Added:

Assistant Planner
Associate Planner
Building Technician
Director of Development
Director of Public Information
Fire Chief
Foreign Trade Zone Director
General Manager/Water
Planning Technician
Senior Code Enforcement Officer
Senior Planner

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#18
11-21-06

Category I Position Title Changes:

From: Inspector/Code Enforcement Officer To: Building Inspector/Code Enforcement Officer

Category I Position Deletions:
Director of Building & Safety
Director of Planning and Development

CHANGES TO CATEGORY II

Category II Positions Added:
Assistant Director of Building
Assistant Director of Planning
Battalion Chief
Building Inspection Manager
Business Development Manager
Deputy Fire Marshall
Housing Manager
HCD Program Manager
Information Services Manager
Municipal Utility Service Manager
Plan Check Manager
Redevelopment Manager
Senior Code Enforcement Manager

Category II Positions Deleted:

Public Information Officer
Senior Planner

CHANGES TO CATEGORY III

Category III Positions Added:

Emergency Services Coordinator
Senior Fire Safety Specialist
Management Analyst
Utility Project Specialist

Category III Positions Deleted:
Code Enforcement Officer

The consulting firms of Willdan Associates and Munifinancial Corporation will also be added to the list of consulting firms required to file the Form 700 pursuant to Category IV of the City's Conflict of Interest Code.

RESOLUTION NO. 06-188

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING THE CONFLICT OF INTEREST CODE APPLICABLE TO DESIGNATED POSITIONS PURSUANT TO THE POLITICAL REFORM ACT OF 1974 AND RESCINDING RESOLUTION NO. 04-195

WHEREAS, the electorate of the State of California voted into law the Political Reform Act of 1974, an initiative measure; and

WHEREAS, said law requires the disclosure of certain financial interests by local government officials and prohibits their participation in governmental decisions when such may materially affect their interests; and

WHEREAS, said law sets forth specifically all affirmative and prohibitory provisions required of and affecting local governmental officials; and

WHEREAS, said law has been interpreted by the Fair Political Practices Commission as requiring the adoption of a Conflict of Interest Code applicable to the City Council and certain designated positions; and

WHEREAS, the City Council of the City of Victorville adopted a Conflict of Interest Code in compliance with Section 87300 of the Government Code on November 15, 1976; and

WHEREAS, this Conflict of Interest of Code, adopted in the spirit of said interpretation of the Political Reform Act of 1974, imposes no additional requirements of disclosure not already set forth in said Act; and

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or if the Code must be amended.

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

SECTION 1. ADOPTION OF CONFLICT OF INTEREST CODE. In compliance with Section 87300 of the Government Code, the City Council hereby amends the Conflict of Interest Code for certain designated positions, which is attached hereto as Exhibit "A".

Exhibit "A"

CONFLICT OF INTEREST CODE FOR THE CITY OF VICTORVILLE

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Victorville.

Designated employees shall file statements of economic interests with the agency who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Upon receipt of the statements of the Victorville City Council, Victorville Planning Commission, City Treasurer, City Attorney and City Manager, the agency shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission. Statements for all other designated employees will be retained by the agency.

APPENDIX 1

Designated Positions

I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in Appendix 1a.

Airport Director
Assistant Planner
Associate Planner
Building Inspector I
Building Inspector II
Building Technician
Building Inspector I/Code Enforcement Officer
City Clerk
City Engineer
Deputy City Manager
Director of Community Services
Director of Development
Director of Economic Development
Director of Human Resources
Director of Human Resources
Director of Information Services
Director of Public Information
Director of Public Works
Director of Victorville Municipal Utilities
Fire Chief
Foreign Trade Zone Director
General Manager/Water
Plan Checker
Planning Technician
Senior Building Inspector
Senior Plan Checker
Senior Code Enforcement Officer
Senior Planner

II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of Appendix 1a.

Airport Maintenance Manager
Assistant City Engineer
Assistant Director of Building
Assistant Director of Community Services
Assistant Director of Finance
Assistant Director of Planning
Golf & Grounds Manager
HCD Program Manager
Housing Manager
Information Services Manager
Municipal Utilities Manager
Park & Facility Development Manager

Assistant Director of Public Works
Battalion Chief
Building Development Manager
Building Inspection Manager
Deputy Fire Marshall
Division Chief
Facilities Manager
Plan Check Manager
Public Works Manager
Recreation Services Manager
Redevelopment Manager
Senior Management Analyst
Senior Planner
Traffic Engineer

III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 3 of Appendix 1a.

Applications Administrator
Emergency Services Coordinator
Enforcement Officer/Ordinances
Finance Manager
Fire Safety Specialist
Hazardous Materials Specialist
Inspector
Management Analyst
Network Administrator
Public Works Inspector
Purchasing Manager
Senior Fire Safety Specialist
Solid Waste Manager
Utility Project Specialist

IV. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 4 of Appendix 1a.

Consultants

V. Officials Who Manage Public Investments:

It has been determined that the positions listed below manage public investments and will file the Form 721 statement of economic interests:

Board of Directors of the
Victorville Public Development Corporation

APPENDIX 1a

Disclosure Categories

Category 1

(a) Interests in real property[1] which is located in whole or in part either (1) within the boundaries of the City, or (2) within two miles of the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is greater than $1,000.

(b) Investments[2] in or income[3] from business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the City.

(c) Investments[2] in or income[3] from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

Category 2

Investments[2] in or income[3] from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is employed. Investments include interests described in Category 1.

Category 3

Investments[2] in or income[3] from business entities which are contractors or subcontractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is employed. Investments include the interests described in Category 1.

Category 4

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

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1. Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns directly, indirectly or beneficially, a ten percent interest or greater.

2. (A) Investments include:

(1) Any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interest;

(2) A pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns directly, indirectly or beneficially, a ten percent interest or greater.

(B) Investment does not include:

(1) A time or demand deposit in a financial institution, shares in a credit union, any insurance policy or any bond or other debt instrument issued by any government or government agency;

(2) Any asset whose fair market value is less than $1,000.

3. No source of income is reportable unless the income received by or promised to the public official aggregates $250 in value during the preceding 12-month reporting period.

CITY OF
VICTORVILLE

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AGENDA ITEM

CITY COUNCIL MEETING OF: 11/21/06

SUBMITTED BY: Mayor Rothschild DATE: 11/16/06

SUBJECT: RESOLUTION NO. 06-189 – DESIGNATING THE "VICTORVILLE CHRISTMAS PARADE"

RECOMMENDATION: That the City Council adopt Resolution No. 06-189.

FISCAL IMPACT: None.
Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

____No
____Yes/$ Amt.:

Finance Director Review and Approval____

DISCUSSION: The attached resolution, if adopted, would officially designate the annual parade held the first Saturday in December as the "Victorville Christmas Parade."

/cb
Attachment

Written
#19
11-21-06

RESOLUTION NO. 06-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE OFFICIALLY DESIGNATING THE ANNUAL PARADE HELD THE FIRST SATURDAY IN DECEMBER AS THE "VICTORVILLE CHRISTMAS PARADE"

WHEREAS, for more than 56 years the annual Christmas parade has been a High Desert tradition that is enjoyed by people of all ages; and

WHEREAS, the annual Christmas parade has everything from elaborate floats to classic cars, to bands and horses, delighting spectators year after year; and

WHEREAS, the Victorville City Council has a longstanding tradition of supporting and participating in the Christmas parade; and

WHEREAS, the theme of the 2006 Christmas parade is "Remembering When....A Nostalgic Christmas."

NOW, THEREFORE, in keeping with the theme of preserving traditions and celebrating nostalgia, the City Council of the City of Victorville does hereby resolve that the annual parade shall hereafter be officially designated as the "Victorville Christmas Parade."

CITY OF
VICTORVILLE

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AGENDA ITEM

CITY COUNCIL MEETING OF: NOVEMBER 21, 2006

SUBMITTED BY: Adair M. Patterson
Director of Finance

DATE: November 13, 2006

SUBJECT: **APPOINT TWO COUNCIL MEMBERS TO SERVE ON THE HOUSING AND COMMUNITY DEVELOPMENT (HCD) GRANTS REVIEW COMMITTEE.**

RECOMMENDATION: That the Honorable City Council appoint two Council Members to serve with staff on the Housing and Community Development (HCD) Grants Review Committee.

FISCAL IMPACT: Approximately $5 million over the 2007 – 2012 Consolidated Plan period.

DISCUSSION: During 2007-2008, as an Entitlement City for CDBG funds and member of a HOME Consortium, the City must develop a five-year plan, known as a Consolidated Plan. The Consolidated Plan serves as a planning document for the City, an application for federal CDBG and HOME funds, a strategy to be followed in carrying out HUD funded programs, and an action plan that provides a basis for assessing performance. The Consolidated Plan also describes the City and/or Consortium in terms of its overall characteristics and then focuses on areas where federal CDBG and HOME funds can be used to improve or enhance the living environment for our residents, particularly for those who are lower-income.

Therefore, in addition to reviewing all eligible HCD grant applications and preparing specific funding recommendations for the use of grant funds, the members of the HCD Grants Review Committee will also be required to assess the needs of our community and recommend to the City Council the specific goals and strategies for the next five year Consolidated Plan period. Those serving on the Committee can expect to participate in two public forums, a Department Head workshop, and a City Council workshop in addition to the two public hearings and funding recommendation meetings held annually during the Action Plan process.

AMM/flm
/HCD Grants/2007-2008/agenda item appoint 2 members

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11-21-06

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AGENDA ITEM

CITY COUNCIL MEETING OF; NOVEMBER 21, 2006

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 11/14/06

SUBJECT: PRESENTATION OF REPORTS BY COUNCIL MEMBERS

RECOMMENDATIONS: N/A

FISCAL IMPACT: N/A

Budget Amount:
Budget Account No.:

DISCUSSION: In the event Councilmembers have matters on which they wish to report, or desire direction from Council, those matters may be discussed at this time.

--Finance Dept. Use Only—
Additional Appropriation:

_____No
_____Yes/$Amount

Finance Director Review and
Approval_____

CB/dl

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