

**LIBRARY BOARD OF TRUSTEES
AGENDA**

REGULAR MEETING
MARCH 17, 2009
7:00 P.M.

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

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

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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

CONSENT CALENDAR

3. REQUEST TO APPROVE MINUTES FOR THE REGULAR MEETING HELD
DECEMBER 16, 2008

ADJOURNMENT OF MEETING

*****ANY WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE CITY COUNCIL REGARDING ANY
ITEM ON THIS AGENDA WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE RECEPTIONIST
COUNTER AT CITY HALL DURING NORMAL BUSINESS HOURS.**

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AGENDA ITEM

PUBLIC COMMENT

LIBRARY BOARD OF TRUSTEES MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 3/9/09

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

REVISIONS

LIBRARY BOARD OF TRUSTEES MEETING OF MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 3/9/09

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

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

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**REGULAR MEETING OF THE
LIBRARY BOARD OF TRUSTEES
DECEMBER 16, 2008**

The regular meeting of the Library Board of Trustees of the City of Victorville was called to order by Chairman Cabriales at 7:00 p.m. in City Council Chambers, Victorville City Hall, 14343 Civic Drive; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Bishop Myrthie Hazel from the Greater Victory World Outreach Church followed by the Pledge of Allegiance, which was led by Victorville Police Captain Taylor.

ROLL CALL

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

LATE: None

ABSENT: None

Also present were Doug Robertson, Deputy City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, City Attorney; Dave Leef, Fire Chief; Sid Hultquist, SBC/City Fire Chief; Jon Gargan, Director of Community Services; Amer Jakher, Director of Public Works; James Berryhill, Deputy Director of Public Works; Reggie Lamson, Director of the Water District; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Sophie Gates, Assistant Director of EDD; Diana Ramirez, Director of Human Resources; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; John Sullivan, Director of Finance; Chris Borchert, Assistant Director of Development; Jorge Duran, Code Enforcement Manager and Mark Taylor, Victorville Police Captain

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

REVISIONS TO AGENDA

PRESENTATION OF REVISIONS TO AGENDA

There were no revisions to the agenda.

CONSENT CALENDAR

REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS:

It was moved by Board Member Rothschild, seconded by Board Member Almond to approve the Library Staff Report;

A. LIBRARY REPORT – OCTOBER 2008

Motion carried unanimously.

It was moved by Board Member Rothschild, seconded by Board Member Almond to approve the minutes from the following meetings:

B. MINUTES FROM THE FOLLOWING MEETINGS:

1. REGULAR MEETING HELD OCTOBER 7, 2008
2. REGULAR MEETING HELD OCTOBER 21, 2008
3. REGULAR MEETING HELD NOVEMBER 4, 2008
4. REGULAR MEETING HELD NOVEMBER 18, 2008

Motion carried with Board Member McEachron abstaining.

WRITTEN COMMUNICATIONS

ELECTION OF CHAIRMAN AND VICE CHAIRMAN – VICTORVILLE LIBRARY BOARD OF TRUSTEES

It was moved by Board Member Caldwell, seconded by Board Member Rothschild to appoint Mayor Cabriaes and Chairman and Mayor Pro Tem Rothschild as Vice Chairman of the Victorville Library Board of Trustees Board; motion carried unanimously.

ADJOURNMENT OF MEETING

ADJOURNMENT

There being no further business to come before the Board, Chairman Cabriaes adjourned the meeting at 8:35 p.m.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

BOARD SECRETARY

2

**SOUTHERN CALIFORNIA
LOGISTICS RAIL AUTHORITY
AGENDA**

REGULAR MEETING
MARCH 17, 2009
7:00 P.M.

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

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

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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

CONSENT CALENDAR

3. REQUEST TO APPROVE THE MINUTES FROM THE MEETING HELD DECEMBER 16, 2008

ADJOURNMENT OF MEETING

*****ANY WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE CITY COUNCIL REGARDING ANY ITEM ON THIS AGENDA WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE RECEPTIONIST COUNTER AT CITY HALL DURING NORMAL BUSINESS HOURS.**

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AGENDA ITEM

PUBLIC COMMENT

SCLRA MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 3/9/09

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

REVISIONS

SCLRA MEETING OF MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 3/9/09

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

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

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**REGULAR MEETING OF THE
SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY
DECEMBER 16, 2008**

The regular meeting of the Southern California Logistics Rail Authority was called to order by Chairman Cabriales at 7:00 p.m. in City Council Chambers, Victorville City Hall, 14343 Civic Drive; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Bishop Myrthie Hazel from the Greater Victory World Outreach followed by the Pledge of Allegiance, which was led by Victorville Police Captain Taylor.

ROLL CALL

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

LATE: None

ABSENT: None

Also present were Doug Robertson, Deputy City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, City Attorney; Dave Leef, Fire Chief; Sid Hultquist, SBC/City Fire Chief; Jon Gargan, Director of Community Services; Amer Jakher, Director of Public Works; James Berryhill, Deputy Director of Public Works; Reggie Lamson, Director of the Water District; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Sophie Gates, Assistant Director of EDD; Diana Ramirez, Director of Human Resources; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; John Sullivan, Director of Finance; Chris Borchert, Assistant Director of Development; Jorge Duran, Code Enforcement and Mark Taylor, Victorville Police Captain

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

REVISIONS TO AGENDA

PRESENTATION OF REVISIONS TO AGENDA

There were no revisions to the agenda.

CONSENT CALENDAR

REQUEST TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:

It was moved by Board Member Almond, seconded by Board Member Rothschild to approve the following minutes:

- A. REGULAR MEETING HELD OCTOBER 7, 2008
- B. REGULAR MEETING HELD OCTOBER 21, 2008
- C. REGULAR MEETING HELD NOVEMBER 4, 2008
- D. REGULAR MEETING HELD NOVEMBER 18, 2008

Motion carried with Board Member McEachron abstaining.

WRITTEN COMMUNICATIONS

ELECTION OF CHAIRMAN AND VICE CHAIRMAN – BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA LOGISTICS RAIL AUTHORITY

It was moved by Board Member Rothschild, seconded by Board Member Caldwell to appoint Board Member Caldwell as Chairman and Board Member Rothschild as Vice Chairman of SCLRA; motion carried unanimously.

ADJOURNMENT OF MEETING

ADJOURNMENT

There being no further business to come before the Authority, Chairman Caldwell adjourned the meeting at 8:35 p.m.

ATTEST:

CHAIRMAN OF THE BOARD OF DIRECTORS

AUTHORITY SECRETARY

**SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY AGENDA**

REGULAR MEETING
MARCH 17, 2009
7:00 P.M.

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

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

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

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CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

CONSENT CALENDAR

3. REQUEST TO APPROVE THE MINUTES FROM THE MEETING HELD DECEMBER 16, 2008

WRITTEN COMMUNICATIONS

4. REQUEST TO RATIFY THE FOLLOWING DOCUMENTS RELATIVE TO THE DR. PEPPER/SEVEN UP, INC. TRANSACTION: 1) GROUND LEASE; 2) MEMORANDUM OF GROUND LEASE AGREEMENT AND PURCHASE OPTION GROUND LEASE; 3) AGREEMENT REGARDING ENFORCEMENT OF OWNER PARTICIPATION AGREEMENT; 4) SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND 5) INDEMNITY AGREEMENT
5. REQUEST TO APPROVE A RECONSIDERATION OF AN EARLIER ACTION TO RENEW AN AIR CARGO MARKETING CONSULTING CONTRACT WITH GUY FOX TO BE A MONTH TO MONTH AGREEMENT NOT TO EXCEED SIX MONTHS AT A FEE OF \$10,000 NOT TO EXCEED \$60,000 FOR THE LIFE OF THE AGREEMENT
6. REQUEST TO RENEW AIRPORT MARKET CONTRACT WITH JIM WORSHAM FOR SIX MONTHS IN THE AMOUNT OF \$150,000.00

CLOSED SESSION

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property Location: Located at Southern California Logistics Airport
Negotiating Parties: SCLAA and Victorville Aerospace
8. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):
Case: FGFV IV, LLC v. City of Victorville et al. Case No.: ED CV 08-00792
9. CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING, POTENTIAL OR THREATENED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b)

ADJOURNMENT OF MEETING

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AGENDA ITEM

PUBLIC COMMENT

SCLAA MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 3/9/09

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

REVISIONS

SCLAA MEETING OF MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Authority Secretary

DATE: 3/9/09

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

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

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**REGULAR MEETING OF THE
SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
DECEMBER 16, 2008**

The regular meeting of the Southern California Logistics Airport Authority was called to order by Chairman Cabriales at 7:00 p.m. in City Council Chambers, Victorville City Hall, 14343 Civic Drive; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Bishop Myrthie Hazel from the Greater Victory World Outreach followed by the Pledge of Allegiance, which was led by Victorville Police Captain Taylor.

ROLL CALL

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

LATE: None

ABSENT: None

Also present were Doug Robertson, Deputy City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, City Attorney; Dave Leef, Fire Chief; Sid Hultquist, SBC/City Fire Chief; Jon Gargan, Director of Community Services; Amer Jakher, Director of Public Works; James Berryhill, Deputy Director of Public Works; Reggie Lamson, Director of the Water District; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Sophie Gates, Assistant Director of EDD; Diana Ramirez, Director of Human Resources; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; John Sullivan, Director of Finance; Chris Borchert, Assistant Director of Development; Jorge Duran, Code Enforcement and Mark Taylor, Victorville Police Captain

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

REVISIONS TO AGENDA

PRESENTATION OF REVISIONS TO AGENDA

There were no revisions to the agenda.

CONSENT CALENDAR

REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS:

It was moved by Board Member Almond, seconded by Board Member Rothschild to approve the following minutes:

A. MINUTES FROM THE FOLLOWING MEETINGS:

1. REGULAR MEETING HELD OCTOBER 7, 2008
2. REGULAR MEETING HELD OCTOBER 21, 2008
3. REGULAR MEETING HELD NOVEMBER 4, 2008
4. REGULAR MEETING HELD NOVEMBER 18, 2008
5. SPECIAL MEETING HELD NOVEMBER 21, 2008
6. SPECIAL MEETING HELD DECEMBER 2, 2008

Motion carried with Board Member McEachron abstaining.

It was moved by Board Member Almond, seconded Board Member Rothschild to approve the First Amendment to sublease agreement with Boeing Advanced Unmanned Systems for building 685, Units A & B;

B. FIRST AMENDMENT TO SUBLEASE AGREEMENT WITH BOEING ADVANCED UNMANNED SYSTEMS – BUILDING 685, UNITS A & B

Motion carried unanimously.

WRITTEN COMMUNICATIONS

REQUEST TO APPROVE A FIVE-YEAR LEASE AGREEMENT WITH 10 TANKER AIR CARRIERS FOR HANGAR 867

It was moved by Board Member Rothschild, seconded by Board Member Caldwell to approve a five-year Lease Agreement with 10 Tanker Air Carrier for Hangar 867; motion carried unanimously.

REQUEST TO ADOPT THE R-2508 JOINT LAND USE STUDY

It was moved by Board Member Rothschild, seconded by Board Member Caldwell to adopt the R-2508 Joint Land Use Study; motion carried unanimously.

REQUEST TO APPROVE THE AGREEMENT REGARDING ENFORCEMENT OF OWNER PARTICIPATION AGREEMENT (OPA) BY AND AMONG THE VICTORVILLE REDEVELOPMENT AGENCY, THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND STIRLING CAPITAL PROPERTIES, LLC

It was moved by Board Member McEachron, seconded by Board Member Almond to approve agreement regarding the enforcement of Owner Participation Agreement (OPA) by and among the Victorville Redevelopment Agency, the Southern California Logistics Airport Authority and Stirling Capital Properties, LLC; motion carried unanimously.

ELECTION OF CHAIRMAN AND VICE CHAIRMAN – BOARD OF DIRECTORS OF
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

It was moved by Board Member Rothschild, seconded by Board Member Caldwell to appoint Board Member Caldwell as Chairman and Board Member Rothschild as Vice Chairman of SCLAA; motion carried unanimously.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b)

CONFERENCE WITH LEGAL COUNSEL: Potential Litigation – Two cases

RECESS TO CLOSED SESSION

The meeting recessed at 8:35 p.m. and reconvened at 10:25 p.m. There was no reportable action taken.

ADJOURNMENT OF MEETING

ADJOURNMENT

There being no further business to come before the Authority, Chairman Caldwell adjourned the meeting at 10:30 p.m.

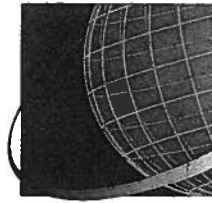
CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AUTHORITY SECRETARY

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VICTORVILLE

California

AGENDA ITEM

WRITTEN COMMUNICATIONS

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY BOARD OF DIRECTORS MEETING OF: MARCH 17, 2009

SUBMITTED BY: Keith C. Metzger
Director of Economic Development

DATE: March 5, 2009

ATTACHED: None

SUBJECT: Dr Pepper/Seven Up, Inc. Project – Supplemental Documents

RECOMMENDATION: That Your Honorable Board of Directors ratifies the following documents relative to the Dr Pepper/Seven Up, Inc. transaction: ⁽¹⁾ Ground Lease, ⁽²⁾ Memorandum of Ground Lease Agreement and Purchase Option Ground Lease, ⁽³⁾ Agreement Regarding Enforcement of Owner Participation Agreement, ⁽⁴⁾ Supplementary Declaration of Covenants, Conditions and Restrictions, and ⁽⁵⁾ Indemnity Agreement

FISCAL IMPACT: None

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

X No
____ Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: On June 17, 2008, the RDA Board of Directors approved an Owner Participation Agreement (OPA) with Dr Pepper/Seven Up, Inc. to facilitate the development of a ±850,000 square foot beverage manufacturing and distribution facility on property located at Southern California Logistics Airport. Staff is requesting ratification of the attached documents which were modified or drafted as a result of issues that arose in the final stages prior to the land purchase escrow closing.

The Ground Lease Agreement and Purchase Option and the Memorandum of Ground Lease Agreement and Purchase Option were contemplated in the original Dr Pepper

Owner Participation Agreement, and very generally allow Dr Pepper to lease a ±4 acre parcel currently owned by SCLAA until such a time that the property can be transferred in fee. The Ground Lease has been modified in Sections 3, 4, and 10 which involves lease terms, the disposition of the deposit, and the use of the property as being subject to FAA rules and requirements. The Agreement Regarding Enforcement of Owner Participation Agreement was originally approved on December 16, 2008, by both the SCLAA and RDA Boards. This agreement reconciles the OPA with Stirling Capital's development agreements with SCLAA; however, the document was modified to reflect the changes made to the Ground Lease. The Supplementary Declaration of Covenants, Conditions and Restrictions allows for the ± 4 acre parcel to be subject to the requirements of the Global Access Business Association. Finally, because the ±4 acre parcel is subject to the FAA use covenants until such a time as the property is transferred to Dr Pepper, the Indemnity Agreement provides indemnity to Fidelity National Title Company in its issuance of a title policy for the ground lease. Altogether, the general project remains unchanged; therefore, these documents are being presented to the Board for ratification.

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

KCM:slg

Attachments:

Ground Lease

Memorandum of Ground Lease Agreement and Purchase Option

Agreement Regarding Enforcement of Owner Participation Agreement

Supplementary Declaration of Covenants, Conditions and Restrictions

Indemnity Agreement

GROUND LEASE

GROUND LEASE AGREEMENT AND PURCHASE OPTION

This Ground Lease Agreement AND PURCHASE OPTION is made this 23rd day of February, 2009, ("Lease"), by and between SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, a California joint powers authority, (hereinafter referred to as "Lessor") and THE AMERICAN BOTTLING COMPANY, a Delaware corporation (hereinafter referred to as "Lessee").

BACKGROUND

This Background is included to assist in interpreting this Lease and to understand the basis upon which certain terms and conditions have been included. It is not intended, nor should it be construed, to supersede or amend the specifically recited terms and conditions of this Lease.

A. In 1988, the Defense Base Closure and Realignment Commission recommended that former George Air Force Base, now known as Southern California Logistics Airport Authority ("SCLA") be closed, which closure has occurred.

B. In response to the closure, several of the local communities adjacent and in proximity to SCLA deemed it desirable to form a joint powers authority to create the Victor Valley Economic Development Authority ("VVEDA") to, among other things, provide for the effective reuse of SCLA.

C. Pursuant to the Fourth Amended and Restated Joint Powers Agreement forming VVEDA, dated June 21, 2000, VVEDA has delegated its decision-making authority with respect to SCLA to Lessor which now has the authority to enter into transactions on behalf of VVEDA.

D. Lessee and the Victorville Redevelopment Agency, in conjunction with this Lease, have entered into that certain Owner Participation Agreement (the "OPA") for the construction of certain improvements consisting of at least approximately 800,000 - 850,000 square feet of building space and up to approximately one million square feet (1,000,000 sf) of building space to be used a beverage processing and batching operation and distribution center (the "Project").

E. Pursuant to the OPA, a portion of the Project is to be located on the Airport Property as that term is hereinafter

defined. The Airport Property is also referred to herein as the "Leased Premises."

F. Lessor and Lessee deem it desirable to enter into this Lease in order to allow for Lessee the exclusive use of the Airport Property in accordance with the terms and conditions provided herein.

EXHIBITS

Exhibit A: Leased Premises
Exhibit B: Airport Rules and Regulations
Exhibit C: Selected FAA Regs
Exhibit D: Permitted Title Exceptions
Exhibit E: Airport Deed

WITNESSETH

1. Leased Premises; Lot Line Adjustment.

(a) Leased Premises. Subject to the terms and conditions herein contained, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, that certain SCLA parcel totaling an estimated Four and One Tenth (4.1) acres as more specifically described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Leased Premises").

(b) Lot Line Adjustment. As a condition precedent to the transfer of the Leased Premises from the Lessor to the Lessee as contemplated herein, the City shall approve a lot line adjustment with respect to the Leased Premises (the "Lot Line Adjustment"). Lessee agrees that the exact acreage of the Leased Premises is subject to reasonable change until the Lot Line Adjustment is completed.

2. Lessee's Development Obligations.

(a) Lessee shall cause to be constructed on the Leased Premises certain improvements in accordance with the terms and conditions of the OPA (the "Improvements").

(b) The Improvements shall be constructed by Lessee, at Lessee's sole cost and expense, in compliance with architectural, construction and parking specifications.

(c) The Improvements shall be constructed in compliance with the Americans with Disabilities Act, and all other Federal, State and local building codes.

3. Term; Purchase of Leased Premises.

(a) The term of this Lease shall be twenty-five (25) years (the "Term") commencing on the date hereof (the "Lease Commencement Date") and terminating on the last day of the month in which the 25th anniversary of the Lease Commencement Date occurs (the "Termination Date"). This Lease shall automatically renew for three (3) additional terms of twenty-four (24) years each (individually a "Subsequent Term" and collectively the "Subsequent Terms"), unless otherwise agreed to by Lessor and Lessee in writing prior to the expiration of the Term or any Subsequent Term.

(b) Notwithstanding paragraph (a), pursuant to the terms of the OPA, upon the Agency receiving approval from the Federal Aviation Administration and the United States with respect to the transfer of the Leased Premises from Lessor to Lessee, Lessee shall purchase the Leased Premises from Lessor for an amount equal to Four Dollars per square foot (\$4.00/sf) (the "Leased Premises Purchase Price"). Lessor hereby agrees to convey (or cause to be conveyed) the Leased Premises to Lessee promptly upon Lessor's authority to do so from the United States and the Federal Aviation Administration in accordance with the terms of the OPA. Upon purchase of the Leased Premises pursuant to the terms of this Section 3(b), this Lease shall terminate. Lessor hereby agrees to use its best efforts to cause the transfer to Lessee of the Leased Premises in fee simple, subject only to the permitted title exceptions identified on Exhibit "D" attached hereto and incorporated herein by this reference (the "Permitted Title Exceptions"). In the event that the acreage of the Leased Premises is adjusted at the time of approval of the Lot Line Adjustment, the Leased Premises Purchase Price shall be adjusted accordingly by an amount equal to Four Dollars (\$4.00) per square foot.

4. Deposit. At the commencement of the Term, Lessee shall pay into an interest bearing escrow account held by Fidelity National Title Company a deposit for the Leased Premises in an amount equal to the Leased Premises Purchase Price (the "Deposit"). Four Hundred Twenty-Five Thousand Dollars (\$425,000) of the Deposit (the "Released Amount") shall be immediately released to Lessor. Notwithstanding the foregoing, for each business day prior to March 3, 2009 that the Closing occurs (as defined and set forth in that certain Amendment No. 5 to Purchase Agreement and Escrow Instructions made as of February __, 2009 by and between Stirling Capital Properties, LLC and Lessee) the Released Amount shall be increased in the amount of Eight Thousand Three Hundred Thirty-

Three and 33/100 Dollars (\$8,333.33), provided that in no event shall the total amount of increase in the Released Amount pursuant to this sentence exceed the sum of Seventy-Five Thousand Dollars (\$75,000). The remainder of the Deposit (the "Retained Amount") shall remain in escrow until such time as the Leased Premises are actually conveyed in fee simple to Lessee, subject only to Permitted Title Exceptions. Notwithstanding anything to the contrary contained in this Lease, (a) with the exception of the Deposit, no other payments of any nature whatsoever shall be payable by Lessee to Lessor, (b) in no event shall the Retained Amount be paid to Lessor unless and until such time as the Leased Premises are actually conveyed in fee simple to Lessee, subject only to Permitted Title Exceptions, and (c) if this Lease is terminated or expires for any reason without the Leased Premises being conveyed in fee simple (subject only to the Permitted Title Exceptions) to Lessee, then the Retained Amount, together with all interest earned thereon, shall be refunded to Lessee. Notwithstanding anything to the contrary contained above, Fidelity National Title Company shall immediately following the recordation of the Memorandum of Lease and Purchase Option between Lessor and Lessee of even date herewith release from the Deposit to Lessor the Released Amount.

5. Easements. Lessee agrees that the Leased Premises shall be subject to the outstanding easements and rights-of-way, if any, that are of record as of the date of the Lot Line Adjustment and identified as permitted title exceptions by Lessee and further to the right of entry by the United States Air Force for purposes of environmental remediation under the Comprehensive Environmental Response, Compensation, and Liability of 1980 ("CERCLA") as provided under Section IV the deed transferring title to SCLAA, the form and substance of which is shown on Exhibit "E" attached hereto (the "Airport Deed"). Lessor shall use best efforts to ensure the quiet use and enjoyment of the Leased Premises by Lessee. Unreasonable interference by Lessor or the Air Force in the quiet enjoyment of the Leased Premises by Lessee such that it results in material adverse impact to Lessee or Lessee being impaired in any material respect in its ability to continue its business functions in a commercially reasonable manner, shall entitle Lessee to terminate this Lease and receive a full refund of the deposits, together with all interest earned thereon.

6. Use and Condition of Leased Premises.

(a) Use. Lessee agrees to use the Leased Premises or cause the Leased Premises to be used for purposes set forth in the OPA and for no other purpose unless agreed to in writing by Lessor.

In the event after completion of the Improvements the use restrictions described in the immediately preceding paragraph are violated and such violation continues for a period of ninety (90) days following Lessee's receipt of written notice of such violation, Lessee shall be deemed in violation of this Lease and Lessor shall be entitled to terminate this Lease provided that Lessor shall promptly reimburse Lessee for the unamortized portion of all amounts expended by Lessee in the design and construction of the Improvements and provided further that Lessee's deposits, together with all interest earned thereon, shall be refunded to Lessee. Notwithstanding the foregoing, in no event shall the refund described herein exceed the Deposit plus any accrued interest as of the date of the refund.

Notwithstanding any of the above, Lessee agrees to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Leased Premises, to keep the Leased Premises in a clean and sanitary condition, and to use commercially reasonable precautions to prevent damage, or injury to the Leased Premises.

(b) Acceptance of Leased Premises. Lessee acknowledges neither Lessor nor Lessor's agent or agents have made any representation or warranty as to the present or future suitability of the Leased Premises for the conduct of Lessee's business, except as otherwise indicated in any governmental approvals or permits issued by any affiliates of Lessor. Lessee's taking possession or use of the Leased Premises for any purpose shall constitute Lessee's acceptance of the Leased Premises in its existing condition.

(c) Title. Lessor hereby agrees to lease the Leased Premises, and subsequently convey to Lessee fee simple title to the Leased Premises, subject only to the Permitted Title Exceptions. Concurrently with the execution of this Lease, Lessor shall cause Fidelity National Title Company to irrevocably commit to issue a CLTA leasehold and optionee's title policy, or at Participant's option and cost, an ALTA leasehold and optionee's title policy, in favor of Lessee in the amount of the Leased Premises Purchase Price, subject only to the Permitted Title Exceptions. Lessor shall pay only for that portion of the title insurance premiums attributable to a CLTA standard form of title insurance in an amount equal to the Leased Premises Purchase Price. Lessor shall pay for all other premiums for title insurance coverage or special endorsements. Lessor hereby agrees not to cause or permit any further encumbrance against the Leased Premises and Lessor shall be responsible for removing any monetary encumbrances (other than non delinquent real property taxes) prior to the Lease Commencement Date.

7. Ownership of Improvements at Lease Expiration. Throughout the Term of this Lease, as it may be extended, the Improvements and all other improvements on or about the Leased Premises shall be owned by Lessee. Upon the expiration of this Lease, pursuant to Paragraph b, Section 3 herein, the Improvements constructed on the Leased Premises shall become the sole property of Lessee. Upon expiration of this Lease for any other reason, the Improvements constructed on the Leased Premises shall become the sole property of the Lessor. Any and all trade fixtures, specialized equipment, signs, movable trailers and personal property used by Lessee on the Leased Premises shall remain Lessee's sole property and Lessee shall have the right to remove the same within ten (10) days after the expiration of this Lease, provided any damages caused by such removal are repaired by Lessee. Any and all trade fixtures, specialized equipment, signs, movable trailers and personal property left on or about the Leased Premises following expiration of the ten (10) day period shall become the sole property of Lessor.

8. Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on the Leased Premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises nor shall Lessee use or permit the use of the Leased Premises for any unlawful purpose.

9. Taxes and Other Charges. Lessee shall pay when due and prior to delinquency all taxes, assessments, and other charges including, but not limited to, assessments relating to Conditions, Covenants and Restrictions recorded against the Leased Premises, possessory interest taxes levied or imposed by any governmental entity on the possessory interest of Lessee in the Leased Premises and/or Improvements and the personal property, trade fixtures, appliances, and leased equipment placed by Lessee in, on, or about the Leased Premises, pertaining to periods during the Term of this Lease. Lessee recognizes that the interests of Lessee in this Lease may be subject to the imposition of a possessory interest tax by the San Bernardino County Assessor, and Lessee agrees to pay such tax amount as may be so levied with respect to the possessory interest of Lessee in the Leased Premises under this Lease. Lessee further acknowledges that in the event the Leased Premises are subject to possessory interest tax pursuant to California Health and Safety Code Section 33673, the Leased Premises shall be assessed in the same manner as privately owned property and Lessee shall pay taxes upon the assessed value of the Leased Premises and not merely the assessed value of its leasehold interest.

10. Compliance With Air Force and FAA Requirements.

Lessee and Lessor acknowledge and agree that the Leased Premises during the Term and any Subsequent Term shall be subject to certain Air Force and FAA covenants and regulations pertaining to the Leased Premises as more fully described in the Airport Deed provided; however, Lessor acknowledges and agrees that (a) Lessee is not able to make use of the Leased Premises for its intended purpose if the Lessee's use thereof is subject to such covenants and regulations contained in the Airport Deed, (b) Lessee is not willing to enter into this Lease, accept the Leased Premises or pay all or any portion of the Leased Premises Purchase Price if the Airport Deed has the effect of limiting or restricting Lessee's use, development or operation of the Leased Premises, and (c) Lessee would not proceed with this transaction unless it received adequate assurances from Lessor to protect Lessee against any enforcement of the Airport Deed or impairment of Lessee's use, development or operation of the Leased Premises as a result of the Airport Deed. Accordingly, notwithstanding anything to the contrary contained in this Lease or in the Airport Deed, Lessor hereby indemnifies and agrees to hold Lessee harmless from, and to defend Lessee and its officers, employees, agents and contractors against, any and all claims of liability, and from and against all costs, attorney's fees, expenses and liability incurred as a result of any claim or any action or proceeding brought by the FAA and/or the Air Force (or their successors or assigns) arising out of any violation or breach of such covenants and regulations other than to the extent that such violations are attributable to Lessee constructing any permanent structures on the Leased Premises in violation of any applicable FAA Regulations. The indemnification provisions contained herein shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination.

11. Insurance.

(a) Comprehensive Commercial General Liability Insurance. Lessee shall procure and maintain at its own expense, during the term of this Lease, comprehensive commercial general liability insurance with a company or companies acceptable to Lessor, of not less than Two Million Dollars (\$2,000,000.00) per occurrence, Five Million Dollars (\$5,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage to property resulting from the activities conducted by Lessee or its officers, employees, servants, volunteers, and agents and independent contractors on the Leased Premises.

(b) Workers' Compensation Insurance. Lessee shall procure and maintain at its own expense, during the Term of this Lease, workers' compensation insurance, providing coverage as

required by the California State Workers' Compensation Law. If any class of employees employed by Lessee is not protected by the California State Workers' Compensation Law, Lessee shall provide adequate insurance for the protection of such employees to the satisfaction of Lessor.

(c) Self-insured. If Lessee is self-insured, it shall provide certificates or evidence to Lessor indicating that its insurance meets the levels and requirements as set forth herein above.

(d) Additional Named Insureds. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by the commercial general liability policy described in subsection (a) above shall bear an endorsement whereby it is provided that, Lessor, VVEDA, the City of Victorville, Stirling Airports International, LLC, and the City Attorney, are Additional Insureds.

12. Proof of Insurance Coverage.

(a) Lessee shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Lease and furnish to Lessor certificates of said insurance on or before the commencement of occupancy under this Lease.

(b) The certificates of insurance for the commercial general liability insurance described in Section 11(a) shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, Lessor shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

(c) The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Lease.

13. Personal Property at Risk of Lessee. All personal property which Lessee maintains at the Leased Premises shall be at the risk of Lessee only. Except for the negligent, reckless, or unlawful intentional acts of Lessor, its agents, employees, guests or invitees, Lessor shall not be liable for any damage to any property of Lessee or for any damage to Lessee's property in moving the same to or from the Leased Premises.

14. Utilities and Other Services. Subject to the terms of the OPA, Lessee shall pay all charges for water, gas, electricity, lights, heat, sewer or other utilities used or supplied upon or in connection with Lessee's use of the Leased Premises.

15. Liens. Lessee shall not suffer or permit any liens to stand against the Leased Premises, or any part thereof, by reason of any work, labor, services or materials done for, or supplied to Lessee or anyone holding the Leased Premises or any part thereof through or under Lessee. If any such lien shall at any time be filed against the Leased Premises, Lessee shall cause such lien to be discharged of record sixty (60) days after the date that Lessee receives notice of the filing. Notwithstanding the above, in any bona fide dispute between Lessee and any third party concerning work done by the third party on or for the Leased Premises, and as a result of the dispute the third party files a lien against the Leased Premises, then, in lieu of obtaining the discharge of the lien within the sixty (60) day period, Lessee, at its option, may either file suit against the third party, a part of the suit being to judicially negate or remove the lien or Lessee may file an appropriate bond or other device allowed by law to remove the lien.

16. Inspection by Lessor. Lessee shall permit Lessor, or its agents, representatives, or employees to enter the Leased Premises and the Improvements upon at least 48 hours prior notice and at mutually agreeable, reasonable times for the purpose of inspecting the Leased Premises to determine whether Lessee is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises, or for the purpose of performing Lessor's duties under this Lease.

17. Assignment and Subletting. Lessee shall not cause, or permit, by operation of law or otherwise, any assignment, encumbrance or transfer of this Lease or any estate or interest therein without the prior written consent of Lessor, except as part of a transaction involving the transfer of the Property (as defined in the OPA) in compliance with the OPA. Lessee shall not sublet the Leased Premises or any part thereof without the prior written consent of Lessor. The approval(s) required of Lessor under this Section 17 shall not be unreasonably withheld to the extent the proposed assignment or Lease ensures the use of the Leased Premises in a manner consistent with the intentions of this Lease and the Business Plan, as that term is defined in Section 20(e) hereof. An assignment or subletting shall not relieve Lessee of any of its obligations or liabilities for the term of this Lease, both Lessee and any subsequent assignees and Lessee will be deemed to be bound

hereunder. Lessor's consent to any such assignment, transfer or subletting shall not constitute consent to any further assignment, transfer or subletting.

18. Indemnification.

(a) Except to the extent of negligence or intentional misconduct of the Indemnified Parties, as hereinafter defined, Lessee shall indemnify and hold harmless Lessor, VVEDA, the Victorville Redevelopment Agency, the City of Victorville and their employees, agents and contractors (the "Indemnified Parties") from and against any and all claims of liability for any injury (including death) or damage to any person or property whatsoever to the extent caused by Lessee's negligence or intentional misconduct with respect to its use of the Leased Premises or the conduct of its business from the Leased Premises. Except to the extent of negligence or intentional misconduct of the Indemnified Parties, Lessee shall further indemnify and hold harmless Lessor and Lessor's employees, agents and contractors from and against any and all claims for any injury (including death) or damage to any person or property whatsoever to the extent caused by the default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease. The indemnification provisions contained herein shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination.

(b) Lessor hereby indemnifies and agrees to hold Lessee harmless from, and to defend Lessee and its officers, employees, agents and contractors against, any and all claims of liability for any injury (including death) or damage to any person or property whatsoever, other than that caused by the negligence or willful misconduct of Lessee, its agents, servants and employees: (i) occurring in, or about SCLA or any part thereof other than the Leased Premises or premises leased to other tenants; or (ii) occurring as a result of any act, neglect, fault or omission to act on the part of Lessor, its agents, contractors, employees, or invitees. Lessor further indemnifies and agrees to hold Lessee harmless from and to defend Lessee against any and all claims arising from any default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease, and from and against all costs, attorney's fees, expenses and liability incurred as a result of any such claim or any action or proceeding brought thereon. The indemnification provisions contained herein shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination.

(c) Notwithstanding anything to the contrary contained herein, neither party shall be liable for any speculative, consequential or punitive damages.

19. Lessor's Environmental Representations.

(a) Lessor represents that to the best of its actual knowledge, the Leased Premises are free from any violations of law or regulations pertaining to occupational hazards and environmental conditions or Hazardous Materials as defined in Section 20 of this Lease.

(b) Lessee shall be solely responsible for obtaining at its sole cost and expense, any environmental permits required for its operation under this Lease.

(c) Lessor shall indemnify, defend and hold harmless Lessee from and against (i) any damage, cost, expense, liability, fine or penalty resulting from any unauthorized discharge, emission, spill, storage, release, disposal or use of Hazardous Materials occurring prior to the Lease Commencement Date, or (ii) any discharge, emission, spill, storage, release, disposal or use of Hazardous Materials by Lessor, its agents, employees, contractors, or invitees in violation of any Environmental Law. This obligation of Lessor shall survive the Termination Date or earlier terminations of this Lease.

20. Compliance With Environmental Laws.

(a) The words and phrases set forth below shall have the following definitions:

- (i) "Hazardous Materials" means and includes any material that because of its quality, concentration or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Hazardous Materials include hazardous wastes, toxic substances, petroleum products and motor fuels and similar substances and materials, including all substances and materials defined as hazardous or toxic substances or materials under California Health and Safety Code Section 25501(1) and (m) or other similarly applicable state, federal or local Environmental Laws, as hereinafter defined.

(ii) "Environmental Laws" means and includes the various health and safety laws and regulations of state, federal and local agencies pertaining to the manufacture, use, storage, disposal, release, and reporting relating to Hazardous Materials

(b) Following the Lease Commencement Date, Lessee shall not cause or permit any Hazardous Materials to be used, generated, manufactured, produced, stored, brought upon, or released in violation of Environmental Laws, on, under or about the Leased Premises, or transported to and from the Leased Premises, by Lessee, its agents, employees, contractors, or invitees in violation of any Environmental Law. Lessee shall indemnify, defend and hold harmless Lessor, VVEDA, and Stirling Airports International from any damage, cost, expense, liability, fine, or penalty resulting from any unauthorized discharge, emission, spill, storage, release, disposal or use of any Hazardous Materials to the extent caused by Lessee, its officers, agents, employees, contractors or invitees or any of them, in violation of Environmental Laws. This obligation of Lessee shall survive the Termination Date or earlier termination of this Lease with respect to any claim or liability occurring prior to such termination.

(c) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Premises caused by Lessee, its agents, employees, contractors, or invitees results in an unpermitted, unscheduled or unauthorized release or contamination of the Leased Premises by such Hazardous Material at any time during the Term of this Lease, then Lessee shall at its sole cost and expense promptly take all actions necessary to return the Leased Premises to a condition that is consistent with any and all Environmental Laws.

(d) Lessee shall immediately notify Lessor of the occurrence of any of the following events: (i) receipt by Lessee of any notice of violation from any governmental entity regarding the application of environmental laws to the Leased Premises or the investigation or enforcement by such governmental entity of any such environmental laws in connection with Lessee's occupancy or use of the Leased Premises, and (ii) unpermitted, unscheduled or unauthorized release of any Hazardous Material on the Leased Premises which may occur at any time during the Term of the Lease.

(e) To the extent Lessee may conduct any use or activity on the Leased Premises which includes the use, handling, transport, or disposal of any Hazardous Material in quantities which exceed the threshold amounts authorized under California Health and Safety Code Section 25503.5, Lessee shall, at its sole cost and expense,

prepare and submit to the City of Victorville for approval, renewal or amendment, as applicable, a Business Plan for the Leased Premises, as the term "Business Plan" is described under California Health and Safety Code Section 25504.

21. Surrender of Leased Premises. Upon the termination of this Lease, Lessee shall surrender and deliver the Leased Premises in its then existing condition.

22. Compliance with Laws. Lessee shall comply with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee's activities on the Leased Premises. To the extent not inconsistent with the terms of this Lease, Lessee agrees to abide by and conform to the Airport Rules and Regulations attached hereto as Exhibit "B", and incorporated herein by this reference and as may be amended from time to time, and to cause its tenants, employees, suppliers, shippers, customers, and invitees to so abide and conform. In addition, Lessee agrees to abide by the FAA regulations as attached hereto as Exhibit "C" and incorporated herein by this reference and as may be amended from time to time. Lessor shall not be responsible to Lessee for the non-compliance of said rules by other tenants, their agents, employees and invitees.

Notwithstanding anything to the contrary contained in the rules and regulations (including, without limitation, Section 8 thereof), Lessor hereby consents to the use of the Leased Premises for revenue producing commercial activities, and no further fees or charges shall be required or imposed for such use.

23. Defaults. In the event Lessee should default in the performance of any covenant or condition of this Lease (excluding the payment of the Deposit or other amounts due hereunder) and such default is not cured or removed within ninety (90) days after service of written notice upon Lessee of such default in the performance of any covenants and conditions; then in such event, Lessor shall have the right and option, as its sole remedy, to terminate this Lease, to re-enter the Leased Premises, to evict Lessee and to remove Lessee's possessions, all without being deemed guilty of any trespass, and without prejudice to any claim for arrears of rent or breach of covenant. Notwithstanding the foregoing, if Lessee, prior to the expiration of such ninety (90)-day period for default diligently commences to cure such default but is unable to do so within the ninety (90)-day period, then Lessee shall not be in default provided that it makes a diligent effort to cure the default. Any statutory notice required as part of any eviction action or similar type of proceeding may be included with any notice of default given pursuant to this Section

and Lessor need not declare a default and have such default remain uncured prior to delivery of such statutory notice.

Failure to pay the Deposit or any other amounts within ten (10) business days after Lessee receives written notice from Lessor that such amount is overdue shall be deemed a default under this provision. Lessee shall cure such default within ten (10) business days after service of written notice.

24. Reserved.

25. Default by Lessor. In the event Lessor should default in the performance of any covenant or condition of this Lease and such default is not cured or removed within ninety (90) days after service of written notice of default upon Lessor, then in any such event, Lessee shall have the right to pursue all remedies available to it under law or equity. If Lessor, prior to the expiration of such ninety (90) day period for a default, diligently commences to cure such default, but is unable to do so within the ninety (90) day period, then Lessor shall not be in default provided that Lessor continues to make a diligent effort to cure the default. In event of uncured default Lessee shall have all remedies available at law or in equity for any default or breach of this Lease by Lessor.

26. Force Majeure-Unavoidable Delays. If the performance of any act required by this Lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, lack of goods, products or material, unreasonably restrictive governmental laws or regulations, or by actions of governmental entities (as to Lessor, not including those under Lessor's control), particularly actions requiring environmental clean-up activities in compliance with Federal regulations, or by other reasons beyond the control of the first party, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this Section shall excuse the prompt payment of any amounts due by one party to the other as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

27. Notices. Any and all notices or demands required or permitted to be given hereunder must be personally delivered, mailed by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight courier, addressed as follows:

To Lessor: Southern California Logistics Airport
Authority
18374 Phantom Way
Victorville, CA 92394
Attn: Executive Director

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

To Lessee: Dr Pepper/Seven Up, Inc.
5301 Legacy Drive
Plano, TX 75024
Attn: Kendall Yorn and Mike Nelson

With copies To: Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067
Attn: Keith Elkins

or at such other address or addresses that either party may hereafter designate in writing to the other. Any notice or demand which is mailed by registered or certified mail as provided above shall be deemed to be effective and given for all purposes upon receipt, or refusal of delivery.

28. Memorandum of Lease for Recording. Neither party, Lessor or Lessee, shall record this Lease without the written consent of the other. However, Lessor and Lessee shall, at the request of either at any time during the Term of this Lease, execute a memorandum or "short form" of this Lease for purposes of, and in a form suitable for, being recorded. The memorandum or "short form" of this Lease shall describe the parties, Lessor and Lessee, set forth a description of the Leased Premises, specify the term of this Lease, specify Lessee's option to purchase the Leased Premises, and shall incorporate this Lease by reference.

29. Encumbrance of Leasehold Estate.

(a) Lessee's Right to Encumber Leasehold. Lessee shall have the right, at any time during the term of this Lease, to mortgage, pledge, hypothecate or otherwise encumber to any person or entity (herein called "Lender") by deed of trust or mortgage or other security instrument all or any portion of Lessee's right, title and interest under this Lease and the leasehold estate hereby created for the purpose of financing the cost of developing the Improvements upon the Leased Premises, without the need to obtain the consent of Lessor. No encumbrance ("Encumbrance") incurred by

Lessee pursuant to this Section 29 shall constitute in any way a lien or encumbrance on the underlying fee or any other interest of Lessor in said Leased Premises without the express written consent of Lessor nor shall the provisions of this Section 29 apply to Lessor unless Lessee has given Lessor written notice of the Encumbrance and further provided, that Lessor shall have the right to cure any default or breach of Lessee under an Encumbrance with Lender.

(b) Request for Notice of Loan Default. Immediately after the recording of any Encumbrance executed by Lessee pursuant to this Section 29 and containing a power of sale as defined by California law, Lessor may at Lessor's own cost and expense, record a written request executed and acknowledged by Lessor for a copy of any notice of default and a copy of any notice of sale under such Encumbrance to be mailed to Lessor at the address specified in the request by Lessor.

(c) Notice to and Service on Lender. Lessor shall mail to any and all Lender(s), a duplicate copy of any and all notices Lessor may from time to time give to or serve on Lessee pursuant to or relating to this Lease. Lessee shall at all times keep Lessor informed in writing of the name and mailing address of Lender and any changes in Lender's mailing address. Any notices or other communications permitted by this or any other section of this Lease or by law to be served on or given to Lender by Lessor shall be personally delivered or sent by United States mail, first-class postage prepaid, addressed to Lender at the last mailing address for Lender furnished in writing to Lessor by Lessee or Lender. Such notice shall be effective upon receipt.

(d) No Modification Without Lender's Consent. Should Lessee incur any Encumbrance pursuant to this Section 29, Lessee and Lessor hereby expressly stipulate and agree that they will not modify this Lease in any way nor cancel this Lease by mutual agreement without the prior written consent for Lender having such Encumbrance, except as expressly provided elsewhere under this Lease.

(e) Rights of Lender. Should Lessee incur any Encumbrance pursuant to this Section 29, the Lender having such Encumbrance shall have the right, without further consent of Lessor, at any time during the term of this Lease to:

- (i) Do any act or thing required of Lessee under this Lease, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Lessee's rights under this Lease as if done by Lessee himself;

- (ii) Acquire and succeed to the right, title and interest of Lessee under this Lease by virtue of any foreclosure proceeding, whether the foreclosure is conducted pursuant to a court order or pursuant to a power sale contained in the trust deed, or by virtue of a transfer in lieu of foreclosure ("Foreclosure"); and
- (iii) Freely transfer, convey or assign the right, title and interest of Lessee in and to the Leased Premises and the leasehold estate created by this Lease to any purchaser upon or subsequent to any Foreclosure (a "Purchaser"), notwithstanding anything to the contrary contained elsewhere in this Lease.

In addition, a Purchaser may freely transfer, convey or assign the right, title and interest of Lessee in and to the Leased Premises and the leasehold estate created by this Lease to any purchaser.

(f) Right of Lender to Cure Defaults. Should Lessee incur an Encumbrance pursuant to this Section 29, before Lessor may terminate this Lease because of any failure by Lessee to fulfill its obligations under this Lease, or any default under or breach of this Lease by Lessee, Lessor must give written notice of the failure, default or breach to Lender and afford Lender the opportunity after service of such notice to:

- (i) Cure the failure, breach or default (including the payment of all accrued delinquent rent) within sixty (60) days where the failure, breach or default can be cured by the payment of money to Lessor or some other person;
- (ii) Cure the failure, breach or default within one hundred twenty (120) days where the failure, breach or default can only be cured by something other than the payment of money and can be cured by Lender within that time; or
- (iii) Cure the failure, breach or default in such reasonable time as may be required where something other than money is required to cure the failure, breach or default and cannot be performed by Lender within one hundred twenty (120) days, provided that acts to cure the failure, breach or default are commenced

within that time period after service of notice on Lender by Lessor and are thereafter diligently continued by Lender.

(g) Assignment Without Consent on Foreclosure. Provided that Lender under any Encumbrance incurred by Lessee pursuant to this Section 29 gives written notice of transfer to Lessor setting forth the name and address of the transferee as well as the effective date of the transfer, the written consent of Lessor shall not be required for transfer of Lessee's right title and interest under this Lease to:

(i) Any purchaser upon a Foreclosure; or

(ii) A purchaser from Lender after Foreclosure where Lender was the purchaser of Lessee's interest upon the Foreclosure. The transferee shall be subject to all the provisions of this Lease; or

(iii) A purchaser from a party who purchased Lessee's interest pursuant to (1) or (2) above.

(h) No Merger of Leasehold and Fee Estates. Should Lessee incur an Encumbrance pursuant to this Section 29, then there shall thereafter, during the existence of the Encumbrance, be no merger without the consent of Lender under such Encumbrance of the leasehold estate created by this Lease and the fee estate in said Leased Premises merely because both estates have been acquired or become vested in the same person or entity.

(i) Lender as Assignee of Lease. No lender under any Encumbrance incurred by Lessee pursuant to this Section 29 shall be liable to perform the obligations of Lessee under this Lease unless and until such time as Lender becomes the owner for the leasehold estate created hereby and acquires the right, title and interest of Lessee under this Lease through foreclosure, transfer in lieu of foreclosure, assignment or otherwise, and thereafter such Lender shall remain liable only so long as such Lender remains as the owner of the leasehold estate.

(j) Lender as Including Subsequent Security Holders. The term "Lender" as used in this Lease shall mean not only the person, persons or entity that loaned money to Lessee and is named as beneficiary, mortgagee, secured party or security holder in the instrument creating any encumbrance incurred by Lessee pursuant to this Section 29, but also all subsequent assignees and holders of the instrument and interest secured by such instrument.

(k) Estoppel Certificates. Lessor shall provide to any Lender, on request, an estoppel certificate certifying to such matters as status of payments, satisfaction of conditions, and defaults.

(l) Amendments. Lessor and Lessee shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Lender for the purpose of implementing the mortgage-protection provisions contained in this Lease and allowing such Lender reasonable means to protect or preserve the lien of the leasehold mortgage on the occurrence of a default under the terms of this Lease; provided, however, that such amendment shall not have a material adverse effect on Lessor's rights or obligations under this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment.

30. No Condemnation of Leased Premises. In the event of condemnation by Lessor or the City of Victorville of the Leased Premises there shall be no merger of title and this Lease shall remain in effect, and Lessor and the City shall remain obligated to cause the conveyance of the Leased Premises in fee simple (subject only to the Permitted Title Exceptions) to be conveyed to Lessee.

31. Miscellaneous.

(a) One or more waivers of any provision of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same provision and Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

(b) If either party to this Lease shall bring any action, suit, counterclaim, appeal, arbitration, or mediation for any relief against the other, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs (at the prevailing party's attorneys' then-prevailing rates as increased from time to time by the giving of advance written notice by such counsel to such party) incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in

enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

(c) This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Lessor and Lessee.

(d) If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Lessor required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in and the table of contents of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

(e) This Lease contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements, and cannot be changed orally. This Agreement shall be construed in accordance with the laws of the State of California. Time is of the essence.

(f) Any conflict between the printed provisions, Exhibits, or addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions provided such typewritten or handwritten provisions are initialized by both parties.

(g) This Lease shall be of no force and effect unless executed by both parties.

(h) This Lease may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of the same instrument.

[END OF THIS PAGE]

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date and year first above written.

LESSOR:

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY

Date: 2-23-09

By: James L. Cox
Its: EXECUTIVE Director

LESSEE:

THE AMERICAN BOTTLING COMPANY,
Delaware corporation

Date: _____

By: _____
Title: _____

ATTEST:

Carolee Bates
Carolee Bates,
Authority Secretary

Approved as to Form:

Charles R. Green
Deputy Authority Counsel

Authority Risk Manager

Chuck Buquet

Dated: _____

VICT\0032\DFOC\014-4.DOC

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date and year first above written.

LESSOR:

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY

Date: _____

By: _____
Its: _____

LESSEE:

THE AMERICAN BOTTLING COMPANY,
Delaware corporation


Date: _____

By: _____
Title: _____

ATTEST:

Approved as to Form:

Carolee Bates,
Authority Secretary



Charles R. Green
Deputy Authority Counsel

Authority Risk Manager

Chuck Buquet

Dated: _____

VICT\0032\DFOC\014-3.DOC

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date and year first above written.

LESSOR:

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY

Date: _____

By: _____

Its: _____

LESSEE:

THE AMERICAN BOTTLING COMPANY,
Delaware corporation

Date: _____

By: _____

Title: _____

ATTEST:


Approved as to Form:

Carolee Bates,
Authority Secretary

Charles R. Green
Deputy Authority Counsel

Authority Risk Manager

Chuck Buquet



Dated: 2/23/09

VICT\0032\DFOC\014-4.DOC

EXHIBIT "A"
LEASED PREMISES

Exhibit "A"

Legal Description

PARCEL 2 OF PARCEL MAP NO. 18913, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP IN BOOK 227, PAGE(S) 1 TO 4, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 10% OF THE GROSS FAIR MARKET VALUE OF OIL, GAS, OR MINERALS, AS RESERVED BY THE UNITED STATES OF AMERICA IN DOCUMENTS RECORDED AS INSTRUMENT NUMBER 2004-0360272 OF OFFICIAL RECORDS.

EXHIBIT "B"
AIRPORT RULES AND REGULATIONS

EXHIBIT "B"

AIRPORT RULES AND REGULATIONS

SOUTHERN CALIFORNIA LOGISTICS AIRPORT RULES AND REGULATIONS.

RULES AND REGULATIONS FOR THE USERS OF SOUTHERN CALIFORNIA LOGISTICS AIRPORT; ESTABLISHING FEES FOR THE VARIOUS USES; DEFINING TERMS; PROHIBITING OR LIMITING CERTAIN ACTIVITIES; FIXING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR AMENDMENTS TO THESE RULES AND REGULATIONS AS MAY BE NEEDED FROM TIME TO TIME

SECTION 1. SHORT TITLE: These Rules and Regulations shall be referred to as the Southern California Logistics Airport (SCLA) Rules and Regulations. It may be amended by a majority vote by the Board of the Southern California Logistics Airport Authority (SCLAA).

SECTION 2. APPLICABILITY: These Rules and Regulations apply equally to every user of SCLA. The airport Operating Manual or Specifications, as applicable, adopted in accordance with FAR Part 139, and the Airport Policies and Procedures Manual are hereby made by reference a part of these Rules and Regulations.

SECTION 3. RESPONSIBILITIES:

A. Management: It shall be the responsibility of the Airport Manager of SCLA to fairly and impartially administer these Rules and Regulations.

B. Users: It shall be the responsibility of every user of SCLA, pilot or other, to become familiar with the SCLA Rules and Regulations and to obey those Rules and Regulations. Current copies will be maintained reflecting any amendments and will be posted at the SCLA Administrative Office and at World Service West (WSW). Additional copies will be provided by the SCLA Airport Manager through the SCLA Administrative Office to any user of the airport who requests such copy.

SECTION 4. DEFINITIONS: For the purposes of these Rules and Regulations, the following definitions and meanings shall apply unless otherwise specified:

A. "Air Operations Area (AOA)" means the area upon which aircraft are able to operate and includes the runways, taxiways, taxilanes, apron area, and the vehicle and personnel gates that lead to these areas.

B. "Air Carrier" means any person who undertakes directly, by lease, or other arrangement, to engage in air transportation of persons or things. They operate, in various categories, under authority or certification by the FAA and hold a current FAA certificate to transport air passengers or property for hire.

C. "Aircraft" means a device that is used, or intended to be used, for flight in the air. It includes airplanes, helicopters and gliders, and lighter than air devices such as blimps or balloons, but does not include hang gliders.

D. "Aircraft Storage" shall have the same meaning as "Store Aircraft".

- E. "Airport" means the SCLA, its buildings and facilities, all lands owned and or controlled by the SCLAA contiguous to the airport, including airspace above such land and the designated approaches thereto.
- F. "Airport Manager" means that person appointed by the SCLAA or his designated representative.
- G. "Air Traffic" means aircraft operating in the air or on an airport surface, exclusive of loading ramps or parking areas.
- H. "Air Traffic Clearance" means an authorization issued by Air Traffic Control (ATC) personnel for an aircraft to proceed under specified traffic conditions within controlled airspace.
- I. "Airworthy Condition" means a condition wherein an aircraft can take flight under its own power. See definition of "Non-Airworthy Aircraft" below.
- J. "Autorotation" means a rotorcraft flights condition in which the lifting rotor is driven entirely by action of the air when the rotorcraft (helicopter) is in motion.
- K. "Balloon" means a lighter-than air aircraft, which is not engine driven.
- L. "Based Aircraft" means aircraft that are parked on the airport for 30 days or longer and are not part of an aircraft storage program.
- M. "Ceiling" means the height above the earth's surface of the lowest layer of clouds or obscuring phenomena, that is reported as "broken," "overcast," or "obscuration," and is not classified "thin" or "partial".
- N. "Commercial Operator" means any person who, for compensation or hire, engages in the carriage of persons, property, or mail in air commerce, or engages in other aerial activity such as flight instruction, aerial photography, fire fighting, agricultural aviation activities, or traffic surveillance.
- O. "Commercial Use" means use of SCLA for revenue producing commercial activities.
- P. "Dismantle(d) Aircraft" means aircraft that have been dismantled to a point where it is not reasonable to assume that said aircraft can be reassembled and placed in an airworthy condition.
- Q. "Fixed Base Operator" means any person who rents, leases, or owns facilities located on SCLA, who by virtue of his specific type of aviation or aviation related activity, requires the occupancy of a site with contiguous aircraft apron and direct access to the aircraft operation area, and who engages in a business activity providing aviation sales or service, including but not limited to any of the following:
1. Selling and/or servicing new and used aircraft and component parts;
 2. Aircraft maintenance and repairs;
 3. Sales and/or repair of avionics;
 4. Aviation training (including ground or flight instruction);
 5. Aerial photography;
 6. Air ambulance service;
 7. Aircraft agricultural operations (crop dusting, spraying, or the application of seed, fertilizers, pesticides, defoliant, etc); and
 8. Aircraft rental, charter, leasing,
 9. Fuel and oil sales and servicing.
 10. Aircraft servicing or ground handling including cargo handling, baggage handling, lavatory service, water service, air starts, ground power, or other elements related to aircraft handling.
- R. "Flight Visibility" means the average forward horizontal distance from the cockpit of an aircraft in flight, at which prominent unlighted objects may be seen and identified by day, and prominent lighted objects may be seen and identified by night.
- S. "Ground Visibility" means prevailing horizontal visibility near the earth's surface.

T. "Helicopter" means a rotor driven aircraft (rotorcraft) that, for its horizontal motion, depends primarily on its engine-driven rotors.

U. "IFR" means Instrument Flight Rules covering meteorological conditions below the minimums for flight under visual (VFR) conditions.

V. "Maintenance" means inspection, overhaul, repair, preservation, and the replacement of parts, including preventive maintenance.

W. "Movement Area" means the runways, taxiways, and other areas of the airport which are utilized for taxiing, takeoff, and landing of aircraft. The movement area does not include parking and loading ramps. Entry into the movement requires ATC approval.

X. "Night" means the time between the end of evening civil twilight and the beginning of morning civil twilight as published in the American Air Almanac, converted to local time.

Y. "Non-Airworthy Condition" means when an aircraft cannot take flight under its own power as a result of being in disrepair or in the process of being disassembled.

Z. "Person" means an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity, and includes a trustee, receiver, assignee, or similar representative of any of them.

AA. "Stored Aircraft" means aircraft that are parked at/on airport property and are part of an aircraft storage program.

BB. "Traffic Pattern" means the traffic flow that is prescribed for aircraft landing at, or taking off from SCLA.

CC. "Unnecessary Noise" means any engine noise that is greater than the level produced when the engines are at idle except when required for taxiing of the aircraft, takeoff or landings.

DD. "VFR" means Visual Flight Rules covering meteorological conditions, above those requiring flight under IFR conditions.

EE. "Word Construction" The following construction applies throughout these Rules and Regulations:

1. Words importing the singular include the plural,
2. Words importing the plural include the singular; and,
3. Words importing the masculine gender include the feminine.

SECTION 5. NECESSITY: These Rules & Regulations are enacted to protect the health, safety and peace, and to promote the welfare and convenience of the general public using SCLA, or affected by activities related to the airport by providing for the orderly conduct of activities on, or related to, the airport. The use of the airport or any of its facilities in any manner shall create an obligation on the part of the user to obey all of the rules and regulations herein provided.

SECTION 6. BASED AIRCRAFT: Any person desiring to base an aircraft at SCLA shall register such aircraft at the SCLA Operations Office as soon as possible but not later than 24 hours after the arrival of the aircraft. If a change in ownership occurs while the aircraft is based at the airport, the new owner shall re-register the aircraft with Airport Operations, again, no later than 24 hours after the change in ownership occurred.

Except as specifically set forth in an Airport land or facility Sublease, Aircraft in a Non-Airworthy Condition shall not be permitted to remain on the Airport in excess of five (5) days without the express prior written permission of the Airport Manager. Such Aircraft shall be removed from the airport or stored at the owner's expense.

SECTION 7. AIRCRAFT STORAGE AND PARKING: Aircraft shall only be stored or parked at places as set forth in such party's Sublease or as may be authorized by the Airport Manager and such storage or parking shall be at the sole risk of the owner or operator of the aircraft, and without any responsibility to SCLAA, VVEDA or SAI, or any of their officers or employees, for any loss of, or damage to the aircraft while so stored or parked. The owner or operator of the aircraft shall be responsible for the tying-down and/or securing of his aircraft. He shall likewise be responsible for any liability arising from or caused by his aircraft or his activities. All tenants desiring to store aircraft at SCLA must notify the Airport Manager in writing prior to the aircraft arriving at SCLA.

SECTION 8. COMMERCIAL ACTIVITY: No person shall utilize SCLA for any revenue producing commercial activities without the express written permission of the Airport Authority or its designated representative, and obtaining a City of Victorville Business License for such activities, and paying the fees and charges established for such use or license.

SECTION 9. AIRPORT FEES: Funding for Airport operations and capital improvements is derived through various types or classes of Airport user fees. Airport user fees are specifically established to compensate the Airport for the use, maintenance and repair of Airport Facilities, as well as to minimize the need for on-going general taxpayer support.

A schedule of rates and charges for the use of the Airport and its facilities may be found as Attachment A to these Rules and Regulations. Any aircraft owner who fails to pay any fee duly charged for aircraft owned or controlled by him shall have such aircraft subject to impounding until the fees are paid, along with any impound fees, or until the aircraft is sold for charges.

SECTION 10. HOURS OF OPERATION: SCLA shall be open for public use at all hours of the day and night, subject to any restrictions imposed by the Airport Manager due to inclement weather, condition of the landing area, presentation of special events, construction or repair activities, or similar causes. The control tower is open 24 hours a day. The airport is attended from 6:00 A.M. to 10:00 P.M. daily by WSW. Services may be obtained from WSW during said hours at telephone number (760) 246-7794 or UNICOM (122.85 MHz).

SECTION 11. UNATTENDED AIRCRAFT: No aircraft shall be left unattended on the airport unless properly secured or within a hangar. Owners of aircraft left so unattended shall be liable for damage to other aircraft or property resulting from the failure to adequately secure or tie down the aircraft.

SECTION 12. MAINTENANCE: Unless otherwise authorized by the Airport Manager, or specified as a permitted use in an airport facility or land Sublease, no aircraft or vehicle maintenance other than required to remove damaged aircraft from the runway or taxiway(s), or replacing a flat tire shall be performed at SCLA except in areas specifically designated by the Airport Manager for that purpose.

SECTION 13. EQUIPMENT REQUIREMENTS: Every aircraft using SCLA shall be equipped with a fully functional, two-way radio, except when operating into or from the airport under an FAA waiver for radio maintenance. The air traffic control frequency is 118.35 MHz and the ground control frequency is 124.45 MHz. Weather and traffic advisories are broadcast on 109.40

MHz. No fixed wing aircraft equipped with a tail-skid shall operate on any paved surface of SCLA.

SECTION 14. ACCIDENTS: Every person involved in, or witnessing an aircraft operating accident on the airport shall report promptly the details of such accident to either the Airport Manager, ATC, or FAA. In addition, the pilot or aircraft owner shall report fully to the California Division of Aeronautics the details on any accident in which there is death or injury, or in which damage to the property of others exceeds \$400.00. The owner and/or pilot of an aircraft, which is damaged in an accident, or wrecked, shall be responsible for the prompt removal of the aircraft as directed by the Airport Manager. Where the pilot or owner is unable to arrange for removal of such disabled or wrecked aircraft, the Airport Manager shall have the authority to move, or arrange the removal of, the aircraft when released (if applicable) by the FAA or the National Transportation Safety Board (NTSB). No liability shall be incurred by the SCLAA, SAI, or the VVEDA Airport Manager or others for damage aggravated by or resulting from such removal.

SECTION 15. NOISE: No person shall operate any aircraft in flight or on the ground in such a manner as to cause Unnecessary Noise as determined by applicable Federal or State or local laws and regulations.

SECTION 16. RESTRICTED AREAS: Restricted Areas include those areas leased to the Army National Training Center, Frontier Systems, Southern California Aviation, BAE Systems, Army Reserve, or other area that has direct access to the AOA. No person shall enter any Restricted Area except (a) employees or invitees of the leaseholder, (b) persons duly authorized by the Airport Manager, or (c) security or fire-fighting personnel.

SECTION 17. ANIMALS: No person shall willfully and knowingly allow or permit any animal owned, possessed, or harbored by him to enter the airport unless the animal is leashed or restricted in such manner as to be under control, or is in a shipping container, or is otherwise under physical restraint, nor shall he allow or permit such animal except a "special assistance animals" (i.e. guide dog) to enter any airport building without the approval of the Airport Manager.

SECTION 18. ACCESS TO RUNWAYS AND TAXIWAYS: No person shall enter upon any runway or taxiway, or the movement area as defined by FAA without the express consent of the Air Traffic Control Tower representative.

SECTION 19. STARTING ENGINES: No person shall start any aircraft engine at SCLA:

- A. Unless a competent operator is at the controls; and
- B. Unless the aircraft is equipped with adequate brakes fully applied or the wheels are securely blocked with blocks or chocks that can be removed safely; and/or
- C. When the aircraft is in such a position that the propeller slipstream or jet blast can cause damage to, or interfere with the operation of, other aircraft, vehicles, mobile equipment, hangars, shops, other buildings, or can cause injury to passengers, spectators, or other personnel; and
- D. Within 50 feet of any building without prior written consent.

SECTION 20. ENGINE RUN-UPS: No person shall conduct an aircraft engine run-up beyond idle anywhere on the airport other than in areas designated by the Airport Manager. Persons who

want to conduct an engine run-up beyond idle shall first call the Air Traffic Control tower (ATC) on the ground control frequency 124.45 and request clearance to one of the two engine run-up areas. ATC will advise the user, given the current wind direction, to proceed to one of two designated engine run-up areas. ATC will make the final determination of which engine run-up area should be used. The user will conduct the engine run-up in the area designated by ATC and the user shall exercise the necessary caution to ensure no damage is created by the engine run-up.

SECTION 21. TAXIING: Only those personnel that have training and are qualified to taxi a particular type of aircraft are permitted to taxi aircraft at SCLA. No person shall taxi any aircraft into, out of, or within any hangar or other building on or adjacent to the airport. No person shall taxi any aircraft across the double yellow lines on the edge of taxiways and the apron. Nor shall any person move any aircraft under its own power on the airport unless he is in full control of such aircraft, and has assured himself that there is no danger of collision with other aircraft, vehicles, equipment, buildings, or other obstacles. Aircraft shall be taxied at a safe speed.

SECTION 22. DUMPING REFUSE: No person shall place, deposit, or dump any garbage, cans, bottles, papers, ashes, sewage, carcass of any dead animal, offal, trash rubbish, debris or any other refuse in any location on the airport except in containers designed for such purposes.

SECTION 23. FIREARMS: No person shall shoot any projectile from a firearm or other device, into, on, or across any portion of the airport, nor have in his possession, or under his control, any firearm which is not unloaded and securely wrapped and boxed for shipment, or explosive or explosive device; provided, however, that this Section does not apply to peace officers, military personnel, or airport security guards who are acting in the performance of their duties as such.

SECTION 24. TRAFFIC PATTERN: Every aircraft before landing and after takeoff shall be flown as directed by ATC.

SECTION 25. TAKE-OFFS AND LANDINGS:

A. No aeronautical activity shall be conducted at SCLA except in conformance with current Federal Aviation Regulations, State of California law and regulations, and these Rules and Regulations.

B. All initial takeoffs shall commence at the end of the runway unless cleared by the ATC Tower.

C. Due to the complex mix of aircraft that utilize SCLA, there is need to limit those type of aircraft and aerial activities that represent a potential hazard to normal flight operations. The following aircraft and aerial activities are restricted from operating at SCLA except in emergency situations or with prior approval of the Airport Manager:

- 1) Hot Air Balloons
- 2) Hang Gliders
- 3) Parachutists
- 4) Radio Controlled Aircraft
- 5) Ultralight Aircraft
- 6) Gliders
- 7) Motorized Lighter than Air Aircraft

SECTION 26. AIRCRAFT FUELING AND DEFUELING: In accordance with the regulations from the National Fire Protection Association (NFPA), Uniform Fire Code (U.F.C.), and the Department of Transportation (D.O.T.) the following rules and regulations must be observed while fueling aircraft:

- A. All fuel servicing must be done outside of any building or hangar. (NFPA 407 3-10).
 - B. Aircraft shall be located a minimum of fifty (50) feet away from any building openings, doors, windows, etc.
 - C. During fuel handling, no passenger shall be permitted in or on the aircraft unless a cabin attendant is stationed at or near the cabin door.
 - D. Fueling shall not be done while an on-board engine is operating ("hot fueling") without the permission of the Airport Manager and then, it shall only be permitted when representatives of the Fire Department are standing by. Exception is allowed for A.P.U. operation on large aircraft. (NFPA 407 3-5.1)
 - E. Equipment other than aircraft service equipment shall not be permitted within fifty (50) feet of an aircraft during fueling or defueling. (NFPA 407 3-5.1)
 - F. No open flames, smoking, battery chargers, or any material or device which is likely to cause a spark shall be in use within fifty (50) feet of an aircraft or fueling truck during fueling or defueling operation. (NFPA 407 3-7, 3-8). Exception is allowed for Ground Power Units.
 - G. All hoses, funnels and appurtenances used in fueling or defueling activities shall be equipped properly with a grounding and bonding device to prevent possible static ignition of volatile liquids or vapors. Such grounding and bonding devices shall be used during all fueling and defueling activities.
 - H. Refueling vehicles, fuel hoses and defueling equipment shall be maintained in a safe, sound, operational and non-leaking condition.
 - I. Gravity (hand) fueling may not be accomplished with any container having a capacity greater than five (5) US gallons. (NFPA 407 3-2.3)
 - J. All portable fuel containers must be approved and marked so as to identify the product contained therein. (U.F.C.)
 - K. Any fuel transported by privately owned vehicles, not specifically designed for the transport of flammable liquids and appropriately placarded, are limited to a maximum of 20 U.S. gallons in an approved and marked container. (D.O.T. and U.F.C.)
 - L. Portable fuel containers shall be kept in approved locations, at least fifty (50) feet from any building, and secured in a cabinet or locker marked "Flammable." (U.F.C.)
 - M. Every person engaged in aircraft fuel handling shall exercise due care to prevent the overflow of tanks and spilling of fuel.
 - N. Where there has been a fuel spill or leak, no person shall start the engine of any aircraft in close proximity until the spill or leak has been cleaned up. In event of such spills or leaks are over 10 ft. in any direction, or over 50 sq. ft. in area, or continues to flow, or are otherwise a hazard to persons or properties, the SCLA Fire Department shall be notified.
- In addition, all fuel storage on the airport shall be regulated by NFPA 407, the Uniform Fire Code, and be approved by the City of Victorville Fire Chief or his designee.

SECTION 27. VEHICLE OPERATIONS:

- A. No person shall travel on any portion of the airport except upon the roads, walks, or places provided for the particular class of traffic, nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.

B. No person shall operate a vehicle on the airport without successfully passing the SCLA driving test, being issued an airport badge, and possessing a valid state driver's license, with the exception of the airport ARFF, or Law Enforcement; unless escorted by a person who is badged and authorized to drive on the AOA.

C. Motor-vehicle traffic shall yield the right-of-way to aircraft.

D. Every vehicle, excluding ARFF and construction vehicles operating within the movement area, shall have a flashing yellow beacon and carry a 2-way radio or be escorted by a vehicle so equipped. Construction vehicles must be identified with an orange and white flag and a 2-way radio or be escorted by an authorized vehicle so equipped.

E. Any accident, involving a motor vehicle, which results in a fatality or injury, or in property damage, shall be reported by the driver, or his representative, to the Airport Manager.

F. No person shall operate any motor vehicle on the airport in excess of 25 miles per hour except emergency vehicles responding to an emergency situation, or emergency vehicles involved in training or drills with prior ATC coordination. On passenger loading ramps, around parked aircraft, and in areas immediately adjacent to hangars, speed shall not exceed ten (10) miles per hour.

G. Vehicles shall not be parked on the airport other than in the manner and locations indicated by posted traffic signs and markings.

H. Unattended vehicles may be parked only in designated airport vehicle parking lots.

I. Vehicles parked other than specified in "G" and "H" above, may be moved by airport personnel, and in such event a towing charge will be levied prior to releasing the vehicle from impound. No liability for damages sustained by such vehicles during said movement will be assumed by SCLAA, VVEDA, or SAI or any of their officers or employees or designated representatives.

J. Motor vehicles shall not be driven on or across runways or other portions of the movement area without permission from ATC tower to do so. Two-way radio communications with Ground Control (on frequency 124.45) shall be required between the ATC Tower and such vehicles. Exceptions may be granted during maintenance activities as long as two-way communications control is maintained with at least one vehicle controlling the activity.

K. Motor vehicles shall not be driven or parked upon, or within fifty (50) feet of aircraft parking areas, ramp areas, or aprons without express approval of the Airport Manager. Exceptions: aircraft support, airport maintenance, emergency vehicles, or fuel or service vehicles.

L. No person may operate a motor vehicle or aircraft in or on any portion of the airport while under the influence of alcohol or drugs.

M. No vehicle shall be operated on the airport unless the vehicle has been registered to drive on the airport with Airport Operations. To register a vehicle to drive on the airport requires: a) proof of ownership, proof of vehicle registration with the State of California – DMV, or other State and b) proof of insurance as set forth in Section 30.

SECTION 28. FIRE HAZARDS:

No person shall light or smoke any cigarette, cigar, pipe, or similar object in the following airport areas:

1. Within any hangar, or fuel handling or fuel storage areas;
2. Inside any aircraft (whether or not such aircraft are parked or stored) or within fifty (50) feet thereof;
3. Within fifty (50) feet of any "No Smoking" sign posted;

4. Within any vehicle operating on the AOA;
5. Within any building on the airport.

B. No person may use flammable liquids, solvents, or substances to clean any aircraft, engine, part, or accessory thereof, within any hangar or building except a building specially designed for that purpose and approved in writing by the Airport Manager. Such approval shall only be granted when the Airport Manager approves the ventilation provisions, fireproofing, and fire-extinguishing equipment.

C. No person shall light or use any open flame for any purpose in any hangar or other building on the airport without the prior written consent of the Airport Manager.

D. No person shall operate any welding or cutting equipment (electric or gas) anywhere on the airport without prior written approval of the Airport Manager and the SCLA Fire Department.

E. No person shall clean or degrease any aircraft or part thereof except at or in a maintenance station properly equipped for such purposes, or in a space designated or authorized by the Airport Manager.

F. No person shall store or stock any material or substance, or lease or permit such activities in or on the airport in such a manner, or of such nature, as to constitute a fire hazard. And no person shall keep, store or discard any flammable liquid, gas, signal flare, or other flammable material in any hangar, shop, building, room, enclosure, or other place on the airport except in areas specially designated by the SCLA Fire Department for such purpose.

G. Lessees of hangars, shops, or other airport areas shall provide suitable metal receptacles with hinged lids for the storage of oily waste, rags, and other similar rubbish. All such materials shall be removed by the lessee at frequent intervals.

H. Every lessee shall maintain his leased area clean and reasonably free of oil, grease, waste, other flammable materials and weeds.

I. Lessees shall provide, and maintain in proper working order, adequate and readily accessible fire extinguishers. Each such extinguisher shall bear a suitable tag, which indicates the most recent date of inspection or servicing. All extinguishers, their type, and location shall be approved by SCLA Fire Department.

J. No person shall move, relocate, or otherwise disturb any wheeled fire extinguisher on the airport without the permission of the SCLA Fire Department unless specifically for emergency use.

K. All fires on the airport, regardless of size, even if extinguished, shall be immediately reported to the SCLA Fire Department without delay.

SECTION 29. FUEL SALES: No person shall deliver aviation fuels or lubricants to, or dispense such fuel from, at, or upon the airport without a lease or permit from the Airport Manager. For the right, privilege and concession of making deliveries of all types of aviation fuels and lubricants, and other fuels, to any person or location at or upon the airport, other than to a central fuel person or location at or upon the airport, other than to a central fuel service stand provided by the airport, there is levied against such lease or permit holder, a flowage fee for each gallon of fuel so delivered. No fuel shall be stored anywhere on the airport except approved by the Airport Manager and Fire Department.

SECTION 30. SECURITY: Though not required, SCLA operates under the guidelines established by FAR Part 139 "CERTIFICATION AND OPERATIONS SERVING CERTAIN AIR CARRIERS." To this end, SCLA has prepared and implemented a security program that

parallels the requirements contained in TSA 1542. This program includes the following elements: security badging, controlled access to the Air Operations Area (AOA), driver licensing for personnel operating on the AOA, vehicle registration, and perimeter security. All personnel operating at SCLA are required to abide by the SCLA Security Program.

A. Security Badging. Only those personnel or businesses that have a need to be on the AOA will be issued a security badge and granted access. Personnel/businesses that require access must apply for a security badge at the Airport Operations Office. The application process includes a drug screen and a 10-year background check to be performed by the employer. Documentation of the results of the drug screening test and the background check must accompany the application for a security badge. Airport Operations will confirm or deny an applicant's request for a badge based on verification of the background check and the need of the applicant to access the AOA. If a security badge is warranted, Airport Operations will issue the badge.

No person shall enter the AOA of the Airport without an approved airport badge unless the person is accompanied by a person with a badge who shall be fully responsible for the unbadged person being escorted.

Personnel shall always prominently display their issued security badge while on the AOA. The failure to prominently display an issued security badge while on the AOA shall constitute a violation for which a fine shall be assessed as set forth in Section 37, PENALTIES AND APPEALS. Individuals who do not display a security badge, and who are not accompanied by a party displaying an issued security badge, shall immediately be reported to the Airport Manager and shall be escorted off the AOA by the Airport Manager or his staff.

Personnel who have been issued a badge and are involved in an accident while operating on the AOA will be asked to submit to a drug screening test. Refusal to submit to the test will be considered as having failed the test and the individual will be considered to be under the influence of drugs or alcohol.

B. Controlled Access to the AOA. Any business that has direct access to the AOA is considered to be part of the AOA. These businesses shall therefore take measures to protect access to the AOA. Individual security programs designed to meet the needs of these businesses must be approved in writing by the Airport Manager. At a minimum, these programs should employ procedures, and/or equipment that effectively prevent unauthorized access to the AOA. Visitor badges are recommended for use in these businesses for customers that will be in the building, but not on the AOA. While on the AOA, customers and clients must be escorted at all times. Failure to provide an escort will result in fines. See Section 37 FIXING PENALTIES FOR VIOLATIONS for a discussion on the scope of fines/penalties associated with violations of the Airport's Security Program.

C. Driving on the AOA. Airport Operations administers the licensing program for drivers on the AOA. This program involves a study element that describes the procedures for driving on the AOA at SCLA. A written test will be administered and all applicants must pass the test in order to receive a license to drive on the AOA.

D. Vehicle Registration for Driving on the AOA. All vehicles that operate on the AOA must be registered with the airport operations office. All vehicles that operate on the AOA will be issued a Radio Call Sign that must be utilized while on the AOA. Airport Standard Operating Procedure No. 200-01 describes the Radio Call Sign Procedure.

E. Perimeter Security. The Airport is surrounded by an eight foot (8') high chain link fence. Barb wire is placed atop this fence. There are numerous locked gates that access the airport perimeter. Businesses that are situated on the immediate perimeter of the AOA employ secured personnel

doors. All personnel that operate on the Airport are charged with the responsibility of maintaining the security of the facility. To this end, individuals that observe breeches in security are to call said incidents to the attention of Airport Operations. This includes breeches to the procedural elements of the Security Program, as well as the physical elements of the security program (perimeter fence, vehicle gates, etc.).

F. The issuance under this Section of either (i) a security badge, or (ii) a license to drive on the AOA, shall be conditioned upon the express consent of the person so issued, to a drug and alcohol screening in the event that such person is involved in an accident while on Airport property. In the event that a party issued a security badge or license (a) tests positive for the use of a controlled substance not prescribed by a physician or has a blood alcohol content equal to or in excess of .08, or (b) refuses to consent to a drug and alcohol screening, then such party's security badge or license shall be revoked by the Airport Manager. Said security badge or license will remain revoked until the party's employer petitions the Airport Manager in writing, to have said party's badge or license reinstated. Reinstatement remains the prerogative of the Airport Manager, however, reinstatement will not be unreasonably withheld. Reinstatement will depend on, as a minimum, the employer's verification of a negative drug test as part of a return to duty test. Any individual who has verified positive drug test results on two drug tests will not be permitted to thereafter work or drive on the AOA, regardless of whether such person is accompanied by a party properly in possession of a security badge or license.

SECTION 31. LIABILITY INSURANCE: Every user of Southern California Logistics Airport shall carry insurance as required by their Lease, Sublease or permit to operate on Southern California Logistics Airport and as required by State and Federal regulations. Any person operating a vehicle within the fenced area of the airport, who does not have a Lease, Sublease, or Operating Permit, is required to have comprehensive automobile insurance with combined single limits for bodily injury and property damage of not less than \$1,000,000.

All user required airport insurance policies must name the Victor Valley Economic Development Authority (VVEDA), Southern California Logistics Airport Authority (SCLAA), CBS Aviation Development, LLC and Stirling Airports International, LLC as additional insureds.

SECTION 32. ILLEGAL ACTIVITIES: No person shall:

A. Take or use any aircraft, aircraft parts, instruments, or tools pertaining thereto, which are owned, controlled, or operated by any other person, while such aircraft, parts, instruments, or tools are stored or otherwise left on SCLA, or within its hangars, building, or facilities, without the written consent of the owner/operator thereof, except upon satisfactory evidence of the right to do so duly presented to the Airport Manager, or authorized by him or so ordered by a court of competent jurisdiction.

B. Land, takeoff, taxi, or otherwise operate any aircraft on, at, or from SCLA when he knows such aircraft is not operating properly, or is equipped with any part or safety device which is defective or unsafe. Deviations from this restriction shall only be permitted by specific authorization from the Airport Manager or his designated representative. Nor shall any aircraft be operated on or at the airport, or on any runway thereof, when the airport or runway has been

closed to traffic by the Airport Manager or other legal authority, or such closure has been indicated by the placement of an "X" at each end of the closed runway.

C. Operate any aircraft on, at, or in the vicinity of SCLA in willful or wanton disregard for the safety of persons or property, whether his own or that of others.

D. Engage in the performance of any aerobatics, stunt, maneuver not necessary to a normal takeoff, landing, normal turn or level flight of the aircraft, over or within one mile of the exterior boundaries of the airport without the permission of the Airport Manager or ATC.

E. Engage in the sale of any goods, wares, merchandize, or services at or upon the airport without first having secured from the Airport Manager a lease or permit therefore, and paying any required fees for such lease or permit.

F. Board an aircraft at the airport without the prior approval of the aircraft's owner or representative

SECTION 33. AIRPORT CLOSURE: The Airport Manager is hereby directed and authorized to close the airport, or portions thereof, or suspend operations related to the landing, takeoff, or taxiing of aircraft during any period in which he determines that such operations, or their continuance, would be hazardous. Causes for such closure could include, but would not be limited to, adverse weather conditions, runway maintenance or repairs, runway obstacles, fire, aircraft or other accident. The Airport Manager or his designee shall immediately notify the Riverside Flight Service Station and issue a NOTAM, advising of the closure.

SECTION 34: THRU-THE-FENCE ACTIVITIES: Thru-the-fence activities, defined as accessing the airport from private land outside the airport perimeter, for the purpose of utilizing or otherwise benefiting from the airport, is strictly prohibited.

SECTION 35. SEVERABILITY: Should any article, section, sub-section, sentence, clause or phrase of these Rules and Regulations be held invalid or unconstitutional for any reason, such decision shall not affect the remaining portion of these Rules and Regulations. The SCLA Authority hereby declares that it would have adopted these Rules and Regulations and each article, section, sub-section, sentence, clause or phrase, regardless of the fact that any one or more articles, sections, sub-sections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 36. DISMANTLING AIRCRAFT: No person or business shall dismantle an aircraft of any type outside of a hangar unless they receive prior written approval from the Airport Manager. Any person or business permitted to dismantle an aircraft outside of a hangar must:

A. Submit a written request to the Airport Manager describing the type of aircraft to be dismantled, the dismantling procedures to be employed, the procedures for disposing of all dismantled material, toxic material clean up and abatement procedures, and the schedule for dismantling an aircraft

B. Conduct all aircraft dismantling within a fenced in area to prevent visual contact with the dismantling activity.

- C. Return the area used for dismantling to its original condition as approved by the Airport Manager in his/her sole discretion.
- D. Procure a performance bond to ensure any contamination, remediation of contamination and the dismantling area is returned to its original state. The amount of the bond will depend upon the procedures set forth in the request and the potential exposure and land clean-up cost to the Airport.
- E. Receive the prior approval of the SCLA Fire Department.
- F. Adhere to all City of Victorville, State and Federal environmental regulations.

Upon receipt of the information set forth in A through F above, the availability of land to conduct dismantling and other airport operating requirements and/or constraints, the Airport Manager will either approve the aircraft dismantling request by issuing a written Letter of Permit with appropriate indemnities and airport protection provisions to the requesting person or business or deny the request by providing a Letter of Denial to the requestor.

SECTION 37. PENALTIES AND APPEALS:

A. FIXING PENALTIES FOR VIOLATIONS: Any airport user including, without limitation, Sublessee's, suppliers, contractors, guests, invitees, or others that do not adhere to or violates these Rules and Regulations shall be sanctioned. Sanctions may include, but are not limited to, a fine paid to the Airport, denial of the use of the Airport for a specified period of time, and/or a referral to the Airport Authority Attorney with a recommendation for criminal prosecution. In determining the sanctions to be imposed, the Airport Manager may take into consideration any mitigating or aggravating factors that may exist including, without imitation, the number of previous violations and the cooperation of the party involved. Fines shall be assessed from \$100.00 to \$10,000.00 per day per incident depending on the severity of the violation. Should an infraction occur, and should the infraction and situation surrounding the infraction warrant, fines will be assessed on a graduated/increasing basis. All fines assessed to a Sublessee, or to a Sublessee's suppliers, contractors, guests, invitees, or others, will be added to a Sublessee's monthly rent and subjected to late fees and default provisions as set forth in a Sublessee's land or facility Sublease. Fines assessed to users of the airport who do not have a land or facility Sublease at SCLA, shall be paid before the user is permitted to use the airport again. Continuous violation of these Rules and Regulations shall result in denial to use the airport. Attachment B provides an example of fines as may be applied.

B. RIGHTS OF APPEAL: Fines and other sanctions may be appealed to the Executive Director. Requests for appeal must be made in writing to the Executive Director within ten (10) business days from the date the fine was presented to airport user. The Executive Director (or his designated representative) will convene an administrative hearing and shall serve as the hearing officer (the "Hearing Officer"). Failure of any airport user to properly file an appeal shall constitute a waiver of its right to an administrative hearing and adjudication of the fine or any portion of the total amount of the fine. The airport user or other party in receipt of the fine or sanction shall be provided a written notice of the date, time, and location of the hearing. The notice will include the date, time and nature of the alleged violation. The hearing shall be conducted in an informal manner and strict rules of evidentiary procedure will not apply. The

Hearing Officer may consider any evidence that is reasonably probative and aids in the determination of the facts. Parties are entitled to be represented by an attorney of their choice, to bring witnesses, and present documentary evidence. Parties have the right to have all records or documents relevant to the proceedings provided to them at the cost of reproduction. At the conclusion of the appeal hearing, and pursuant to the Hearing Officer's authority, the Airport Manager's imposition of sanctions may be upheld, modified or reversed. Parties will be provided with the results of the hearing in writing, including any penalties imposed by the Hearing Officer. The decision of the Hearing Officer is final.

SOUTHERN CALIFORNIA LOGISTICS AIRPORT

Airport Rates and Charges

I. Introduction / Guiding Principles:

In establishing a Schedule of Airport Rates and Charges, the Airport Authority is required by federal regulations to ensure that charges are fair, reasonable and non-discriminatory. Further, Airport Rates and Charges are to be reasonably consistent with the rates and charges being applied by other airports for similar types of activities, unless there is a special situation unique to the Southern California Logistics Airport.

The Airport Authority fully recognizes the FAA prohibition against the diversion of Airport revenues for non-airport purposes. It is recognized that failure to collect fair and reasonable fees and market-based rents for the use of Airport property, facilities and equipment can be considered a form of Revenue Diversion. The Authority also recognizes the FAA requirement to establish a Schedule of Rates and Charges that will permit the Airport to be as self-sustaining as possible.

II. Airport User Fees Defined:

A. Aircraft Landing Fees: The Southern California Logistics Airport Authority (SCLA) has expended a significant amount of funds to provide aviation facilities for the benefit of aircraft owners and operators. Landing fees are assessed to help offset the cost of operating and maintaining the Airport's runway, taxiway, and aircraft parking ramp areas. Landing fees are based upon the Maximum Gross Landing Weight (MGLW) of the aircraft multiplied by the Airport Authority's established landing fee rate per 1,000 pounds of Maximum Gross Landing Weight.

1. Commercial Aircraft: The Airport Authority assesses a landing fee on each aircraft landing conducted by an airline or other commercial air carrier, operating under FAR Part 121 (airline), Part 129 (international airline), Part 135 (air taxi), or other similar regulation, regardless of the purpose of the landing.

a. Signatory Landing Fees: Signatory landing fees are assessed to an airline, or other large (over 75,000 lbs MGLW) commercial aircraft operator having a Signatory Operating Agreement with SCLA. To be eligible for Signatory Operating Agreement status, the operator must have one or more of the following:

i. A lease with the Airport Authority of a ground site having at least 10,000 square feet or more that is used to accommodate the organization's primary base of business on Airport property.

ii. A lease with the Authority, or an approved sublease, of a building, or part of a building totaling at least 4,000 square feet that is used as the organization's primary base of operations on the Airport.

iii. Commercial Airlines operating under the military Civilian Reserve Air Force (CRAF) program.

b. Non-Signatory Landing Fees: Non-signatory Landing Fees are assessed at a rate of 125% of the Signatory Landing Fee rate for large commercial operators (over 75,000 lbs MGLW) using the Airport who do not have Signatory Operating Agreement status with the Airport Authority, or have an agreement, but do not meet any of the Signatory eligibility criteria specified in paragraph 2 above. The Non-Signatory Landing Fee is intended to compensate the Authority for the operator's use of the Airport's runway and taxiway areas as well as compensation for the privilege of being able to access the airport to conduct business.

2. Private Aircraft: The Airport Authority assesses a landing fee on each aircraft landing conducted by large private operators (over 75,000 lbs MGLW) operating under FAR Part 91, or other similar regulation, regardless of the purpose of the landing. Landing fees for private aircraft that are operated under FAR Part 91 and are based at the airport under conditions set forth in a long term agreement with the Authority will be charged landing fees as required by that agreement.

B. Aircraft Parking Fees:

1. Signatory Aircraft Parking Fees: Carriers having Signatory status as defined in II.A.1. above, are not required to pay parking fees during the time an aircraft is in the loading/ unloading process (24 hour maximum). Signatory Aircraft are also exempt from aircraft parking fees on the weekend, and over national holidays, as long as the weekend/holiday parking occurs in the middle of the loading/unloading process. Signatory Aircraft that are not in the unloading/loading process, and/or use aircraft parking areas in excess of the 24-hour maximum, are required to pay established aircraft parking fees.

2. Non-Signatory Aircraft: Non-signatory carriers are required to pay established aircraft parking fees.

3. Private Aircraft: All private aircraft (both heavy and light) are required to pay aircraft parking fees. Aircraft that are based at the airport under conditions set forth in a long term agreement with the Authority will be charged parking fees as required by that agreement.

C. Aircraft Storage Fees: Aircraft storage fees are charged to aircraft that are stored on areas other than the main parking apron. Fees are payable under one of three different categories: under 50,000 lbs MGTW, narrow body aircraft; and, wide body aircraft.

Remote aircraft storage is occasioned by the many acres of closed runways and taxiways that make a suitable "hard stand" for aircraft parking. The availability of these areas is directly related to the longevity of these surfaces. As these surfaces fail to be usable for aircraft parking, they will be removed from the inventory of remote parking. The Airport Authority makes no representation that it will maintain these surfaces and those businesses that store aircraft thereon do so at their own risk

D. Fuel Flowage Fees: A substantial percentage of the fuel dispensed at SCLA is "pre-purchased" by large aircraft operators that enjoy discounts based on the large volumes of fuel these carriers purchase nationally. This pre-purchased fuel is stored in SCLA's fuel farm to which SCLA assesses a storage fee. SCLA also assesses a flowage fee on each gallon of fuel delivered from the fuel farm to the aircraft. Operators that purchase fuel at the airport (not a pre-purchase arrangement) are also assessed a retail fee.

Four categories of fuel flowage fees have been established at SCLA. These fees reflect the intent of the Airport Authority to generate reasonable revenues for the use of the airport's fuel storage facility, while at the same time, encouraging aircraft operators to use SCLA as a base of operations.

1. **Retail fuel sales:** Operators that purchase fuel at SCLA will be assessed the airport's flowage fee, storage fee and retail fee.
2. **Non-retail fuel sales:** Operators that pre-purchase fuel that is stored in the Airport's fuel farm for use in their aircraft will pay the Airport appropriate flowage fees and storage fees.
3. **Non-Signatory Air Cargo Operators:** Commercial Air Cargo Operators that are considered Non-Signatory as defined in Section II.A.1. above and pre-purchase fuel that is stored in the Airport's fuel farm for use in their aircraft, shall pay flowage fees and storage fees.
4. **Signatory Cargo Operators:** Commercial Air Cargo Operators that meet the requirements of Signatory status as defined in Section II.A.1. above and pre-purchase fuel that is stored in the Airport's fuel farm for use in their aircraft, shall pay the appropriate storage fee.
5. **Non-Commercial Signatory:** Based operators (signatory) that are non-commercial (Part 91) will pay the appropriate storage fee and a modified flowage fee as provided in the operators lease agreement.

Southern California Logistics Airport Schedule of Rates and Charges

Landing Fees:

Signatory airline (over 75,000 lbs MGLW) \$.85 per 1,000 pounds MGLW

Non-signatory airline (over 75,000 lbs MGLW) \$1.06 per 1,000 pounds MGLW

Private aircraft (over 75,000 lbs MGLW) \$.85 per 1,000 pounds MGLW

Fuel Flowage Fees: (Retail fee-\$.10 per gal; Flowage fee -\$.08 per gal; Storage fee -\$.02 per gallon)

Retail fuel sales \$.20 per gallon

Non-retail fuel sales \$.10 per gallon

Non-signatory air cargo \$.10 per gallon

Non-commercial signatory \$.05 per gallon

Signatory air cargo \$.02 per gallon

Aircraft Parking Fees: (commercial aircraft)

Signatory airline \$200.00 per day

Non-signatory airline \$200.00 per day

Transient Aircraft Tiedown Fees: (general aviation aircraft; main ramp)

Single engine \$ 5.00 per day \$ 80.00 per month

Multi engine \$ 10.00 per day \$120.00 per month
 Mid-weight aircraft (12.5K lbs to 25K lbs) \$ 20.00 per day \$200.00 per month
 Large aircraft (25Klbs to 100K lbs) \$ 30.00 per day \$300.00 per month
 Narrow body \$100.00 per day \$ 1,000 per month
 Wide body \$200.00 per day \$ 2,000 per month

Notes:

Parking charges for Signatory Airlines do not apply for the first 24 hours, weekends, or holidays.

Transient aircraft tie down fees apply to aircraft remaining overnight.

Transient aircraft remaining parked longer than overnight

Military aircraft are exempt from paying landing, parking and storage fees. **Definitions:**

Signatory – having a lease or sublease of a ground site or building space on the airport in accordance with the Authority's Rates and Charges Policy; or, an airline having a contractual airline operating arrangement with an organization that has such a lease on airport property.

Non-signatory – Those operators who do not have an on airport lease agreement with the Authority in accordance with the Rates & Charges Policy.

MGLW – Maximum (certificated) Gross Landing Weight

MGTW – Maximum (certificated) Gross Takeoff Weight

Narrow body aircraft - i.e. B-727; B-737; DC-9; MD-80

Wide body aircraft - i.e. B747; B-777; DC-10; MD-11

SCLA

SCHEDULE OF FINES

In most situations, a fine will be levied upon the employer of the individual involved in the infraction. All fines assessed will be added to the employer's basic monthly rent and subjected to late fees and default provisions as set forth in a tenants land or facility Sublease. Fines assessed to users of the airport who do not have a land or facility Sublease at SCLA, shall be paid before the user is permitted to use the airport again. Continuous violation of these Rules and Regulations shall result in denial to use the airport. The following schedule should be regarded as a suggested schedule of fines. The Airport Manager has the sole discretion and authority to levy fines, their amount and final disposition. For minor infractions related to vehicle operations on the AOA such as:

Speeding on the AOA. \$100.00

Operating a vehicle on the AOA without appropriate markings or two way radio communication with ATCT. \$100.00

For a runway incursion. \$500.00

For a taxiway incursion. \$300.00

For negligence resulting in, and failure to correct, FOD \$100.00

For breeches in security such as:

1. Leaving a perimeter gate unattended. \$100.00

2. Failure to accompany non-badged person on the AOA. \$100.00

3. Sharing a security code or vehicle gate card. \$300.00

4. Losing a security badge. \$100.00

For miscellaneous infractions of the Rules and Regulations such as:

- 1. Smoking in a non-approved area. \$100.00**
- 2. Parking or storing aircraft in non-approved areas. \$100.00**
- 3. Performing aircraft maintenance in unauthorized areas. \$100.00**
- 4. Knowing allow an unsafe condition to exist. \$300.00**
- 5. Bringing an unauthorized vehicle on the airport. \$100.00**

A second violation of the above listed offenses will result in the doubling of the applicable fine.

A third offense will result in the tripling of the applicable fine and a suspension of privileges until corrective actions are taken and documented.

EXHIBIT "C"
SELECTED FAA RULES

EXHIBIT "C"

FAA RULES AND REGULATIONS

LEASE PROVISIONS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION

The Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for, a purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

The Tenant, for himself, his heirs, personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.

Tenant shall furnish it's accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service: PROVIDED THAT the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance and Authority shall have the right to terminate the lease agreement, and the estate hereby created without liability therefore or at the election of the

authority or the United States either or both said Governments shall have the right to judicially enforce provisions.

Tenant agrees that it shall insert the above five provisions in any lease agreement, by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered sub-organizations provide assurance to the Authority, that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

The Authority reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

The Authority reserves the right, but shall not be obligated to the Tenant to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Tenant in this regard.

This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Authority and, the United States, relative to the development, operation and maintenance of the airport.

There is hereby reserved to the Authority, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on this airport.

Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on leased premises.

The Tenant, by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder which would violate the obstruction height limitations as set forth in Federal Air Regulation (FAR), Part 77. In the event the aforesaid covenants are breached, the Authority reserves the right to enter upon the land leased hereunder and to remove the offending obstruction, all of which shall be at the expense of the Tenant.

The Tenant, by accepting this lease, agrees for itself, its successors and assigns that it will not make use of the leased premises, in any manner which might interfere with the landing and taking off of aircraft from this airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Authority reserves the right to enter upon the premises hereby leased and causes the abatement of such interference at the expense of the Tenant.

It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958, as amended

This lease and all the provision hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during time of war or national emergency.

EXHIBIT "D"
PERMITTED TITLE EXCEPTIONS

EXHIBIT "D"
Permitted Title Exceptions

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Inter-State Telegraph Company, a corporation
Purpose: Telephone line
Recorded: March 14, 1928, Book 339, Page 288, of Official Records

3. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document. Redevelopment Agency: Victor Valley Economic Development Authority, Recorded: July 15, 1992, Instrument No. 92-292935 and December 29, 1993, Instrument No. 93-565775, both of Official Records and recorded: December 19, 2007, Instrument No. 2007-0704538, of Official Records

4. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: May 21, 2004, Instrument No. 2004-0360272, of Official Records

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the Parcel map recorded in Book 227 Page(s) 1 to 4 of Parcel Maps (PM 18913).

Purpose: Public Utility Purposes

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The United States of America including the United States Environmental Protection Agency and the State of California
Purpose: See recorded document for complete details
Recorded: May 21, 2004, Instrument No. 2004-0360273, of Official Records
Limitation: This permitted exception is limited to those easements granted in Section IV of said document.

7. Matters contained in that certain document entitled "Certificate of Completion" dated , executed by Local Agency Formation Commission recorded July 30, 2007, Instrument No. 2007-0443232, of Official Records, which document, among other things, contains or provides for: As set forth therein.
8. Matters contained in that certain document entitled "Statement of Redevelopment Plan" executed by Victor Valley Economic Development Authority recorded December 19, 2007, Instrument No. 2007-0704538, of Official Records.

EXHIBIT "E"
AIRPORT DEED

5/21/2004
3:54 PM
MP**LARRY WALKER**
Auditor/Controller - Recorder

R Regular Mail

RECORDING REQUESTED BY:
CITY OF VICTORVILLE

Doc#: 2004-0360273

Title: 1 Pages: 17



Fees	0.00
Taxes	0.00
Other	0.00
PAID	00.00

AND WHEN RECORDED RETURN TO:

CITY OF VICTORVILLE
ATTN: CITY CLERK
P.O. BOX 5001
VICTORVILLE CA 92393-5001

(Space Above for Recorder's Use Only)

Quitclaim Deed
Parcel A
Airport Conveyance at Former George AFB

Recording Requested by, and
When Recorded Mail To:

CITY OF VICTORVILLE
CITY CLERK'S OFFICE
P.O. Box 5001
Victorville, CA 92393

QUITCLAIM DEED
Parcel A, Airport Conveyance at the Former George AFB

I. PARTIES

THIS INDENTURE, made this 17th day of May 2004, between the United States of America (GRANTOR), acting by and through the Secretary of the Air Force, pursuant to the powers and authority contained in the provisions of the Base Closure and Realignment Act of 1988, Pub. L. No. 100-526, as amended by Public Law No. 103-160, and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484), as amended, and regulations and orders promulgated thereunder, and the Southern California Logistics Airport Authority (GRANTEE), a joint-powers authority under the laws of the State of California.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that GRANTOR, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release and forever quitclaim, unto the said GRANTEE, its successors and assigns, subject to the exceptions, reservations, restrictions and conditions set out in this Quitclaim Deed, all the right, title, interest, claim and demand which GRANTOR has in and to all that certain real property, and improvements thereon, situated in the County of San Bernardino, State of California, shown in Exhibit "A". Containing net 960 acres, more or less.

The basis of bearings for these legal descriptions is the California Coordinate system of 1983, Zone 5. All distances are ground distances.

A copy of the record of survey map of the subject property is attached hereto as Exhibit "A".

NOW THEREFORE by acceptance of this Quitclaim Deed and any rights hereunder, GRANTEE for itself, its successors and assigns, agrees that conveyance of the Property by this Quitclaim Deed, is accepted subject to the following reservations, conditions, covenants, and restrictions set forth below, which shall run with the land:

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

IV. RESERVATIONS

A. This Quitclaim Deed relinquishes and releases unto the GRANTEE all the mineral interests owned by the GRANTOR in the Property and reserves to the GRANTOR an overriding royalty of TEN PERCENT (10%) of the gross fair market value of oil, gas, or minerals extracted from the Property, whether by the GRANTEE, or its successors and assigns, or pursuant to a lease or any other agreement. The gross fair market value of such oil, gas, or minerals for the purpose of computing such overriding royalty shall be the free on board value of the oil, gas, or mineral products after final processing, equivalent to public sale; provided, however, that the GRANTEE shall be under no obligation to extract such oil, gas, or minerals, or to issue such a lease or agreement.

B. AND RESERVING UNTO GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of California (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to GRANTOR), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of GRANTOR:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or George AFB Federal Facilities Agreement (FFA), if applicable.
2. To inspect field activities of GRANTOR and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by GRANTOR relating to such conditions.
4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of GRANTOR in Section VII. A of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

With regard to access of GRANTOR only under this paragraph III.B of this Quitclaim Deed, GRANTOR agrees to provide GRANTEE reasonable notice before exercising this right of access, and to restore the Property within a reasonable time after such access to a condition equivalent to its condition before GRANTOR's entry. GRANTOR agrees that in exercising its right of access under this paragraph IV. B of this Quitclaim Deed, it will take reasonable measures to minimize disruption of GRANTEE's business activities on the Property.

V. SUBJECT TO THE FOLLOWING

A. SUBJECT TO such rights, if any, as third persons may have in the Property at the date of this Quitclaim Deed by virtue of any grant from the United States or others, and GRANTEE shall assume all duties, obligations, and liabilities of GRANTOR with regard to such rights of third persons;

B. AND SUBJECT TO all covenants, easements, reservations, restrictions and encumbrances, whether of record or not;

C. AND SUBJECT TO the terms and conditions of the George AFB Federal Facilities Agreement (FFA) entered into by Region IX, United States EPA, the State of California, and GRANTOR in October 1990, as such agreement presently exists or may in the future be amended.

VI. AIRPORT CONDITIONS

A. By the acceptance of this Deed, the GRANTEE agrees that the transfer of the Property is accepted subject to the following restrictions set forth in subparagraph 1 and 2 of this paragraph A, which shall run with the land:

1. Except as provided in subparagraph 1 of paragraph VI. B of this Deed, the Property shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination, and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph 3 of paragraph VI. B of this Deed.

2. Except as provided in subparagraph 1 of paragraph VI. B of this Deed, the Property shall be used, maintained, repaired, and rehabilitated for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that any such maintenance, repair, and rehabilitation to structures, improvements, facilities, and equipment shall be required only during the useful life thereof, as determined by the Administrator of the FAA. In the event materials are required to maintain, rehabilitate, or repair any of the Property, they may be procured by demolition of other portions of the Property which have outlived their use for airport purposes in the opinion of the Administrator of the FAA.

B. By the acceptance of this Deed, the GRANTEE also assumes the obligation of, covenants to abide by, and agrees that the Property are subject to, the following reservations and

restrictions set forth in subparagraphs 1 through 15, inclusive, of this paragraph VI. B, which shall run with the land; provided, that the Property may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the GRANTEE by the provisions of this Deed.

1. The GRANTEE shall not use, lease, sell, license, salvage, or dispose, the Property for other than airport purposes without the written consent of the Administrator of the FAA. The use of the term "Property" in this subparagraph 1 shall include revenues or proceeds derived therefrom.

2. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the GRANTEE specifically agrees that:

(i) it will keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. However, the GRANTEE may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for its safe and efficient operation; and provided that the GRANTEE may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for its safe operation to serve the civil aviation needs of the public;

(ii) in its operation of the Airport and the Property, neither the GRANTEE nor any person or entity occupying any portion thereof, will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the Property provided for the public;

(iii) in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person or entity to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the GRANTEE will insert and enforce provisions requiring the contractor: (a) to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;

(iv) it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform; and

(v) in the event the GRANTEE itself exercises any of the rights and privileges referred to in subsection (iii) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or

concessionaires of the GRANTEE under the provisions of subsection (iii) of this subparagraph 2 of paragraph VI. B.

3. The GRANTEE will not grant or permit any exclusive right for the use of the Airport that is forbidden by 49 U.S.C. § 47107(a)(4), to persons to the exclusion of others in the same class, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the GRANTEE specifically agrees that, unless authorized by the Administrator of the FAA, the GRANTOR shall not, either directly or indirectly, grant or permit any person or entity the exclusive right to conduct any aeronautical activity on the Airport, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The GRANTEE further agrees that it will terminate as soon as possible, but no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the GRANTEE, or hereafter acquired, and thereafter, no such right shall be granted. However, nothing contained in this subparagraph 3 shall be construed to prohibit the granting or exercise, of or exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature or to obligate the GRANTEE to furnish any particular non-aeronautical service at the Airport.

4. The GRANTEE shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport. The GRANTEE will, insofar as it is within its powers and to the extent reasonable, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by seeking the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the GRANTEE will not erect, or permit the erection, of any permanent structure or facility on the Property in any portion of a runway approach area in which the GRANTEE has control of the use made of the surface of the Property. Insofar as is within its power and to the extent reasonable, the GRANTEE will take action to restrict the use of the land adjacent to, or in the immediate vicinity of, the Property to activities and purposes compatible with normal aeronautical operations, including the landing and takeoff of aircraft.

5. The GRANTEE will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the Government, and the GRANTEE shall not permit any activity thereon which would interfere with its use for airport purposes. However, nothing contained in this subparagraph 5 shall be construed to require that the Airport be operated for aeronautical uses

during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration, or replacement of any portion of the Airport which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the GRANTEE.

6. The GRANTEE will make available all facilities of the Airport developed with Federal aid, and all those usable for the landing and taking off of aircraft, to the Government at all times, without charge, for use by aircraft of any agency of the Government in common with other aircraft, except that if the use by aircraft of any agency of the Government in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and unless otherwise determined by the FAA, or otherwise agreed to by the GRANTEE and the using agency of the Government, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that (i) either five or more aircraft of any agency of the Government are regularly based at the Airport or on land adjacent thereto, or (ii) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the Government is 300 or more, or (iii) the gross accumulative weight of aircraft of any agency of the Government using the Airport (the total movements of such aircraft multiplied by gross certified weights thereof) is in excess of five million pounds.

7. During any national emergency declared by the President of the United States of America or the Congress, including any existing national emergency, the Government shall have the right to make exclusive or non-exclusive use, and have exclusive or non-exclusive control and possession without charge, of the Airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part, of the Property as it may use exclusively, or over which it may have exclusive possession, or control, and it shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance as it may use non-exclusively or over which it may have non-exclusive control and possession. Further, the Government shall pay a fair rental for its use, control, or possession exclusively or non-exclusively of any improvement to the Airport Property made without Government aid and never owned by the Government.

8. The GRANTEE does hereby release the Government, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Government, from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the GRANTEE, upon which, adjacent to which, or in connection with which, the Property were located or used.

9. Whenever so requested by the FAA, the GRANTEE will furnish, without cost to the Government, for the construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the Airport as the FAA may consider necessary or desirable for use and/or construction at Federal expense of space and facilities for such purposes, and the

GRANTEE will make available such areas or any portion thereof for such purposes within provided herein within four months after receipt of written request from the FAA, if such are or will be available.

10. The GRANTEE will: (i) furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects, so long as the essential data are furnished, and (ii) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA all records and documents affecting the Airport Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will furnish to the FAA a true copy of any such document which may be reasonably requested.

11. The GRANTEE will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with the covenants and conditions in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102(15), to assume such obligation, and have power, authority, and financial resources to carry out all such obligations, and if an arrangement is made for management or operation of the Airport by any agency or person other than the GRANTEE, the GRANTEE will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

12. (i) The GRANTEE will keep up to date at all times an airport layout plan of the Airport depicting (a) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the GRANTEE for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures on the Airport (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed non-aviation areas of the Property and of all existing improvements thereon and uses made thereof. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of such plan. The GRANTEE will not make, or permit to be made, any changes or alterations to the Airport which are not in conformity with the airport layout plan as approved by the FAA, and which might, in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Airport.

(ii) If a change or alteration in the Airport is made which the Secretary of Transportation determines adversely affects the safety, utility, or efficiency of any Government-owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the FAA, the GRANTEE will, if requested, by the Secretary (a) eliminate such adverse effect in a manner approved by the Secretary; or (b) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in

the Airport.

13. If, at any time, it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Airport, or the performance or compliance with covenants and conditions in this Deed, the GRANTEE will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

14. In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the GRANTEE or any subsequent transferee whether caused by the legal inability of the GRANTEE or subsequent transferees to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this Deed to the GRANTEE, or any portion thereof, shall at the option of the GRANTOR revert to the GRANTOR in its then existing condition sixty days following the date upon which demand to this effect is made in writing by the Administrator of the FAA, unless within said sixty days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as such have been previously reverted, shall remain vested in the GRANTEE, its transferees, successors, and assigns.

15. If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the GRANTEE, or any portion thereof, to revert to it, and the application of such reservation or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

C. The GRANTEE, by its acceptance of this Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration of this Deed, the GRANTEE covenants and agrees that:

1: the program for or in connection with which this Deed is made will be conducted in compliance with, and the GRANTEE, will comply with all requirements imposed pursuant to the regulations of the DOT as in effect on the date of the Deed (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

2: this covenant shall be subject in all respects to the provisions of said regulations;

3: the GRANTEE will promptly take and continue to take such action as may be necessary to effectuate this covenant;

4: the Government shall have the right to seek judicial enforcement of this covenant;

5: the GRANTEE will: (a) obtain from any person (any legal entity) who, through contractual or other arrangements with the GRANTEE, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the GRANTEE, by this covenant; (b) furnish the original of such agreement to the Administrator of the FAA upon his request therefore; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the GRANTOR and enforceable by the GRANTOR against the GRANTEE.

VII. CONDITIONS, ENVIRONMENTAL RESTRICTION, AND COVENANTS

A. GRANTEE Covenants Related to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as Amended, 42 U.S.C. §9620(h)(3). Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

1. The GRANTOR has made a complete search of its files and records. Exhibit "B" contains a table with the names of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or know to have been released, or disposed of, on the Property; and the date(s) on which such storage, release, or disposal took place.

2. A description of the remedial action(s) taken by the GRANTOR on the Property regarding hazardous substances is contained in Exhibit "B".

3. Pursuant to section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed; and

(b) that any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

The foregoing covenants will not apply in any case in which any grantee of the Property or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property or is a potentially responsible party as a result of an act or omission affecting the Property.

B. GRANTEE Cooperation. GRANTEE covenants for itself and its successors and assigns that in the event that at any time after the date of conveyance under this Quitclaim Deed any environmental remediation activity on the Property by GRANTOR becomes necessary, GRANTEE shall cooperate with GRANTOR and shall not disrupt such remediation efforts by engaging in activities that may hinder the execution or efficacy of environmental remediation efforts, including but not limited to, surface application of water or subsurface injection of water that may affect the flow of groundwater; or subsurface excavation, drilling, or use of groundwater, unless GRANTOR first determines that there will be no adverse impacts on GRANTOR's environmental remediation activities.

C. Lead-Based Paint (LBP) at Facilities Other Than Housing. GRANTEE acknowledges that the Property includes improvements other than housing that are presumed to contain lead-based paint because they are thought or known to have been constructed before 1978. GRANTEE covenants and agrees that in its use and occupancy of such improvements, it will comply with all applicable Federal, State, and local laws relating to LBP.

D. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos, and that, except for any friable asbestos contained in construction or demolition debris that was disposed of or otherwise released on the Property prior to the date of this Deed, the Grantee will assume all responsibility and liability for the use, maintenance, handling, transportation, treatment, removal, disposal, or other activity causing, or leading to, contact of any kind whatsoever with asbestos on the Property. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

E. Endangered Species. The Grantee acknowledges that the desert tortoise (*Gopherus Agassizii*), a threatened species, as that term is defined under the Federal Endangered Species Act of 1973, as amended is present on certain portions of the Property. The Grantee covenants and agrees to consult with the United States Fish and Wildlife Service as necessary in connection with the construction and development of new improvements on the Property and mitigation of impacts to habitat of the desert tortoise. The Grantee must apply to the United States Fish and Wildlife Service, Ventura CA, (805) 644-1766, for incidental take permits pursuant to Section 10(a)(1)(B) of the Endangered Species Act if future activities would result in a take of tortoises.

F. Hazards to Air Navigation. GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that it will not undertake

or allow any construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

G. General Condition of the Property GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

H. Two (2) ASTs were located within parcel A. One is located at facility number 844 and another is located at facility number 845. The Grantee will be responsible for complying with all applicable Federal, State and local laws relating to the use of these tanks.

VII. EXHIBIT

Exhibit A - Record of Survey Map of the Property

Exhibit B - List of Hazardous Substances Storage, Release or Disposal on the Property
and Remedial Actions Taken on the Property

ACCEPTANCE

The Southern California Logistics Airport Authority does hereby accept this Indenture and by such acceptance agrees to all the conditions thereof.

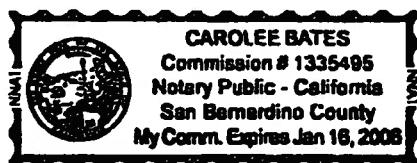
Executed this 15th day of May, 2004.

(OFFICIAL SEAL)

By: [Signature]
Name: Jan B. Roberts
Title: Executive Director

ACKNOWLEDGMENT

On May 18, 2004 before me Carolee Bates, personally appeared Jan B. Roberts personally known to me - ~~OR~~ proved to me on the basis of satisfactory evidence to be the person ~~to~~ whose name ~~is~~ 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]
Notary Public

CERTIFICATE OF GRANTEE'S ATTORNEY

[Signature] acting as Attorney for the Southern California Logistics Airport Authority, herein referred to as the "GRANTEE" do hereby certify: That I have examined the foregoing Indenture and the proceedings taken by GRANTEE relating thereto, and find that the acceptance thereof by GRANTEE has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, the Indenture constitutes a legal and binding compliance obligation of GRANTEE in accordance with the terms thereof.

Executed at Victoria, California, this 18th day of May, 2004. apd.

By: [Signature]
Title: Attorney

EXHIBIT "A"

NORTH-SOUTH RUNWAY PORTIONS OF PARCEL "A"

Beginning at the Southeast corner of Section 15, Township 6 North, Range 5 West San Bernardino Meridian in the County of San Bernardino, State of California;

Thence North 00°02'40" East along the East line of Section 15 a distance of 2641.44 feet as shown on Official Map 1003 recorded in Book 2, page 16 through 20 of Official Records;

Thence North 00°23'15" West along the East line of Section 15 a distance of 2694.60 feet to the Northeast corner of Section 15;

Thence North 01°13'19" West a distance of 1074.04 feet;

Thence South 88°59'16" West a distance of 1141.35 feet;

Thence North 01°00'44" West a distance of 380.01 feet;

Thence South 88°59'16" West a distance of 100.00 feet;

Thence South 01°00'44" East a distance of 380.01 feet;

Thence South 88°59'16" West a distance of 728.81 feet;

Thence South 00°09'21" West a distance of 1068.60 feet to the North line of Section 15

Thence South 89°09'00" West along the North line of Section 15 a distance of 136.22 feet;

Thence South 00°20'13" East a distance of 5330.23 feet;

To a point on the South line of Section 15, from said point the South ¼ corner bears South 89°18'07" West a distance of 537.00 feet;

Thence North 89°18'02" East a distance of 301.99 feet;

Thence South 00°50'09" East a distance of 2003.00 feet;

Thence South 89°09'51" West a distance of 900.00 feet;

Thence South 00°50'09" East a distance of 1100.00 feet;

Thence North 89°09'51" East a distance of 900.00 feet;

Thence South 00°50'09" East a distance of 2503.60 feet;

Thence South 44°09'26" West a distance of 3308.16 feet;

Thence south 89°29'06" West a distance of 620.27 feet;

To the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 6 North, Range 5 West, San Bernardino Meridian;

Thence South 00°37'29" East a distance of 2649.16 feet to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27;

Thence North 89°33'37" East along the South line of Section 27 a distance of 2001.17 feet to the South $\frac{1}{4}$ of said Section;

Thence North 89°33'56" East a distance of 2668.68 feet to the Southeast corner of said Section;

Thence South 89°34'11" East along the South line of Section 26 a distance of 47.38 feet;

Thence North 00°05'04" West a distance of 2515.67 feet to the South line of Site C-22;

Thence North 90° West a distance of 279.74 feet;

Thence North 00°01'27" West along the West line of Site C-22 a distance of 1798.20 feet;

Thence South 89°14'20" West a distance of 3.76 feet;

Thence North 00°50'20" West a distance of 6304.04 feet to the North line of Section 22;

Thence North 89°18'07" East along the North line of Section 22 a distance of 292.03 feet to the Southeast corner of Section 15 and the Point of Beginning.

This description prepared by me or under my direction.

Michael D. Coy 1-22-03
Michael D. Coy
LS #7337, Exp. 12/31/05



Parcel "A" Parcel at George AFB
NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby provided that the information set out below from the Basewide Environmental Baseline Survey (EBS) provides notice of hazardous substances that are known to have been released on the Public Benefit Transfer (PBT) property. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

Substances	Regulatory Synonym(s)	CAS Regulation Number	Quantity	Date	Hazardous Waste ID Number	Response
Petroleum Hydrocarbons	Gasoline Diesel Aviation Gasoline	Unknown	Unknown; Possible minor releases associated with aircraft operations.	1950's- 1990's		Airfield runways and taxiways. Category 3 designations for the airfield were based upon existing documentation (e.g., personnel interviews, visual site inspections, written information). No known spills occurred within these areas; however, based on the activities that took place over time, minor releases associated with aircraft operations, such as JP-4 fuel and hydraulic fluids, may have occurred. Contaminant levels, if present, are considered to be below action levels.
Petroleum Hydrocarbons	Gasoline Diesel Aviation Gasoline	Unknown	Soil: 147-315 mg/kg	1965-1966		IRP Site SD-18: petroleum hydrocarbon concentrations were below evaluation criteria for Total Recoverable Petroleum Hydrocarbon (TRPH) at a shallow depth less than 15 feet below ground surface. Therefore, the site required NFA in the Final OU 3 ROD.
Lead*	Lead Metal Plumbum	7439-92-1	Soil: >6.4 mg/kg	1965-1966	D008	IRP Site SD-18: lead concentrations were marginally exceeded background for desert soils at a shallow depth less than 15 feet below ground surface. The site was evaluated and calculated, not to be a risk based on Cal-EPA Lead Spread Toxicity Model. Therefore, the site required NFA in the Final OU 3 ROD.

Exhibit "B"

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Attn: Keith D. Elkins, Esq.

(Space above this line is for recorder's use)

MEMORANDUM OF GROUND LEASE AGREEMENT AND PURCHASE OPTION

THIS MEMORANDUM OF GROUND LEASE AGREEMENT AND PURCHASE OPTION (this "**Memorandum**") is made as of February 23, 2009, by and between **SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY**, a California joint powers authority, ("**Lessor**") and **THE AMERICAN BOTTLING COMPANY**, a Delaware corporation ("**Lessee**"), with reference to the following facts:

A. Lessor and Lessee have entered into that certain Ground Lease Agreement and Purchase Option of even date herewith (the "**Ground Lease**"), pursuant to which Lessor leased to Lessee that certain real property located in Victorville, California and more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "**Property**").

B. Pursuant to the Ground Lease, Lessor granted to Lessee an option to purchase the Property.

C. Lessor and Lessee desire to execute this Memorandum to evidence, and provide constructive notice of Lessor's and Lessee's rights and obligations under the Ground Lease to all third parties.

D. Unless expressly defined herein, all capitalized terms used in this Memorandum shall have the meanings given to them in the Ground Lease.

NOW THEREFORE, in consideration of the covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term**. Lessor has leased to Lessee the Property for a term of twenty-five (25) years commencing on the Lease Commencement Date. The Ground Lease shall automatically renew for three (3) additional successive terms of twenty-four (24) years each.

2. **Option to Purchase**. Lessor has granted to Lessee an option to purchase the Property under the terms and for the purchase price set forth in the Ground Lease.

3. Successors and Assigns. This Memorandum and the Ground Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Governing Law. This Memorandum and the Ground Lease are governed by California law.

5. Signatures. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6. Miscellaneous. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Ground Lease, and, notwithstanding anything to the contrary contained herein, this Memorandum in no way modifies the terms or conditions of the Ground Lease. In the event of any conflict between the terms of this Memorandum and the terms of the Ground Lease, the terms of the Ground Lease shall prevail and be controlling for all purposes.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed and acknowledged this Memorandum as of the date and year first above written.

LESSOR

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY

Date: 2-23-09

By: James L. Cox
Its: Executive Director

ATTEST:

Carolee Bates
Carolee Bates,
Authority Secretary

APPROVED AS TO FORM:

Andre de Bortnowsky,
Authority Counsel

IN WITNESS WHEREOF the parties hereto have executed and acknowledged this Memorandum as of the date and year first above written.

LESSOR

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY**

Date: _____

By: _____

Its: _____

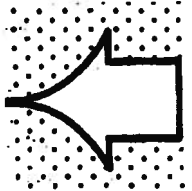
ATTEST:

APPROVED AS TO FORM:

Carolee Bates,
Authority Secretary



~~Andrew D. Dornowski~~, Charles R. Green
Deputy Authority Counsel



original
being sent to
escrow

IN WITNESS WHEREOF the parties hereto have executed and acknowledged this Memorandum as of the date and year first above written.

LESSEE

THE AMERICAN BOTTLING COMPANY,
a Delaware corporation

By: _____

Name: _____

Its: _____

Exhibit "A"

Legal Description

PARCEL 2 OF PARCEL MAP NO. 18913, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP IN BOOK 227, PAGE(S) 1 TO 4, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 10% OF THE GROSS FAIR MARKET VALUE OF OIL, GAS, OR MINERALS, AS RESERVED BY THE UNITED STATES OF AMERICA IN DOCUMENTS RECORDED AS INSTRUMENT NUMBER 2004-0360272 OF OFFICIAL RECORDS.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

On Feb 23, 2009, 2009, before me, K. Holland, Notary Public
(here insert name and title of the officer)

a Notary Public, personally appeared James L Cox,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same
in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

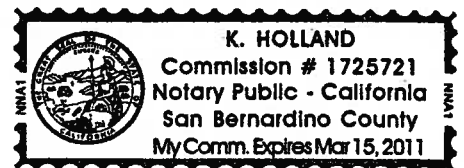
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

K. Holland

(SEAL)



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2009, before me, _____,
(here insert name and title of the officer)

a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

**AGREEMENT REGARDING ENFORCEMENT OF
OWNER PARTICIPATION AGREEMENT**

THIS AGREEMENT REGARDING ENFORCEMENT OF OWNER PARTICIPATION AGREEMENT (this "Agreement") is made and entered into as of Feb. 23, 2009, by and among the VICTORVILLE REDEVELOPMENT AGENCY, a California redevelopment agency duly organized and existing pursuant to the Community Redevelopment Law of the State of California ("VRA"), the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY ("SCLAA"), and STIRLING CAPITAL PROPERTIES, LLC, a Delaware limited liability company ("Stirling"). VRA and SCLAA are sometimes collectively referred to herein as the "Authority."

RECITALS

A. SCLAA and Stirling Airports International, LLC ("SAI"), a California limited liability company, and an affiliate of Stirling, are parties to that certain Third Amended and Restated Master Agreement dated as of October 18, 2006 (as the same may have been or may hereafter be amended or modified from time to time in accordance with its terms, the "Master Development Agreement") pursuant to which SCLAA and SAI agreed to jointly cooperate in causing the successful development of the former George Air Force Base, which Master Development Agreement was assigned to Stirling Capital Investments, LLC, a Delaware limited liability company ("Developer"), and an affiliate of Stirling, through that certain Assignment and Assumption Agreement of Third Amended and Restated Master Agreement by and among SCLAA, SAI and Developer dated October 18, 2006.

B. SCLAA and Developer are parties to that certain Disposition and Development Agreement dated October 18, 2006 (as the same may have been or may hereafter be amended or modified from time to time in accordance with its terms, the "DDA"), pursuant to which the Developer acquired certain property from SCLAA and the Developer and SCLAA provided for the development of such property in a manner consistent with the Redevelopment Plan (as defined in the DDA) for the former George Air Force Base.

C. Stirling and Dr Pepper/Seven Up, Inc., a Delaware corporation ("Dr Pepper"), have entered into that certain Purchase Agreement and Escrow Instructions dated as of July 25, 2008 (as amended, the "Purchase Agreement"), pursuant to which Stirling agreed to sell approximately fifty-five (55) acres known as a portion of Parcel 43 (the "Sale Property") to Dr Pepper and Dr Pepper agreed to purchase the Sale Property from Stirling.

D. Dr Pepper has assigned, and The American Bottling Company, a Delaware corporation ("Buyer"), has assumed, all of the rights, interests and obligations of Dr Pepper pursuant to the Purchase Agreement.

E. In connection with the closing under the Purchase Agreement, Dr Pepper and VRA have entered into that certain Owner Participation Agreement dated August 21, 2008 in the form attached hereto as Exhibit A (the "Original OPA"), and Buyer and VRA will enter into that certain First Amendment to Owner Participation Agreement in the form attached hereto as Exhibit B (the "OPA Amendment", and together with the Original OPA, the "OPA"), pursuant

to which Buyer will agree to develop the Sale Property in accordance with certain standards set forth therein. At the request of Dr Pepper and Buyer and in reliance on the Authority's agreement to enter into the Original OPA, the OPA Amendment and this Agreement, Stirling has agreed to waive the requirement that Dr Pepper and Buyer allow Stirling to encumber the Sale Property with certain conditions, covenants and restrictions by means of a Special Land Use Restriction Agreement.

F. Buyer is leasing, and desires to acquire fee simple title to, certain property owned by SCLAA and adjacent to the Sale Property (the "Leased Property") and construct certain improvements thereon in connection with its construction of certain improvements on the Sale Property. The Leased Property and the Sale Property are referred to herein, collectively, as the "Property."

G. Due to certain laws and regulations applicable to the Leased Property, SCLAA cannot convey fee title to the Leased Property to Buyer or Developer concurrently with the conveyance of the Sale Property by Stirling to Buyer. As a result, in connection with the conveyance of the Sale Property by Stirling to Buyer, Buyer and SCLAA will enter into that certain Ground Lease Agreement in the form attached to the Original OPA, as amended by the OPA Amendment (the "Ground Lease"), pursuant to which SCLAA will lease the Leased Property to Buyer.

H. Stirling and the Authority desire to enter into this Agreement to govern the enforcement of the OPA and the Ground Lease and the relative rights of Stirling and the Authority with respect to the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Stirling and the Authority agree as follows:

1. Capitalized Terms. All capitalized terms used in this Agreement and not otherwise defined or modified herein shall have the meanings assigned to such terms in the OPA.

2. Conveyance of the Leased Property. Pursuant to the terms of the OPA and the Ground Lease, Buyer shall deposit into escrow an amount equal to Four Dollars (\$4.00) per square foot of gross land area within the Leased Property (the "Leased Property Purchase Price"). The Leased Property Purchase Price has been established to reflect the purchase price being charged by Stirling to Buyer for the Leased Property. Immediately upon deposit of the Leased Property Purchase Price into escrow, VRA and SCLAA shall cause a minimum of Four Hundred Twenty-Five Thousand Dollars (\$425,000) of the Leased Property Purchase Price (the "Released Amount") to be released to Stirling. Notwithstanding the foregoing, for each business day prior to March 3, 2009 that the Closing occurs (as defined and set forth in the Purchase Agreement), the Released Amount shall be increased in the amount of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$8,333.33), provided that in no event shall the total amount of increase to the Released Amount pursuant to this sentence exceed the sum of Seventy-Five Thousand Dollars (\$75,000). The remainder of the Leased Property Purchase Price (the "Retained Amount") shall be retained in escrow. At such time as SCLAA is able to convey

fee simple title to the Leased Property, SCLAA shall convey the Leased Property to Buyer and escrow shall release to SCLAA twenty-two and 63/100 percent (22.63%) of the Leased Property Purchase Price as payment pursuant to Sections 2.02 and 2.03 of the Master Development Agreement, with the remainder of the Retained Amount being released to Stirling, together with all interest earned thereon. SCLAA and Developer acknowledge and agree that the payment of the Leased Property Purchase Price as set forth above is consistent with the terms and conditions of Sections 2.02 and 2.03 of the Master Developer Agreement.

3. Assessed Value Payment. In the event that the development of the Phase 1 Parcels (as defined in the DDA) fails to reach an assessed valuation of at least Eighty-One Million Dollars (\$81,000,000) (as determined by the San Bernardino County Tax Assessor) within ten (10) years following the date of issuance of the final Certificate of Occupancy for the Phase 1 Parcels (as defined in the DDA), Section 5.01 of the DDA requires the Developer to pay (the "Developer Assessed Value Payment") to SCLAA at the end of such year an in lieu tax payment equal to the difference between the amount of taxes actually received from the Parcels (as defined in the DDA) during such year and the amount that would have been received by SCLAA had the assessed value of the Parcels (as defined in the DDA) been Eighty-One Million Dollars (\$81,000,000). In the event that Buyer fails to complete construction on eighty percent (80%) of the Project within fourteen (14) months following commencement of construction, then Buyer shall pay (the "Buyer Assessed Value Payment") to the Authority the difference between (a) the property taxes and assessments which would have been assessed on the Sale Property if the Sale Property had been assessed at Eighty Million Dollars (\$80,000,000) and (b) the property taxes and assessments which are actually assessed on the Sale Property, as more particularly set forth in the OPA. Further, Section 6 of the OPA provides that if the Sale Property is not assessed at or above One Hundred Million Dollars (\$100,000,000) (the "Minimum Assessed Value") at any time during the ten (10) year period following either (i) issuance of a Certificate of Occupancy, Certificate of Completion or other evidence of completion for the improvements on the Sale Property or (ii) the commencement of Buyer's obligation to pay the Buyer Assessed Value Payment in accordance with the foregoing sentence, Buyer shall pay the difference between (a) the property taxes and assessments which would have been assessed on the Sale Property if the Sale Property had been assessed at the Minimum Assessed Value and (b) the property taxes and assessments which are actually assessed on the Sale Property, as more particularly set forth in the OPA. The Authority hereby acknowledges and agrees that, as a result of such agreements by Buyer in the OPA (x) Developer's obligation to make the Developer Assessed Value Payment is deemed satisfied, (y) the Developer shall have no further obligation to make the Developer Assessed Value Payment and (z) the second and third paragraphs of Section 5.01 of the DDA shall be deemed deleted and of no further force or effect.

4. Consent Rights. The Authority acknowledges that Stirling should have certain consent and approval rights with respect to certain actions to be taken relating to the Property, as such actions may relate to Stirling's rights and obligations under the DDA and the Master Development Agreement (including, without limitation, the overall development). The Authority agrees that it will not take any actions with respect to the OPA or the Ground Lease that would materially affect Stirling's interests in the Property, or Stirling's rights and obligations under the DDA and the Master Development Agreement (including, without limitation, matters affecting the overall development), without the express prior written consent of Stirling. The Authority shall notify Stirling in writing in advance of any such proposed action.

Any such action shall be deemed approved by Stirling unless disapproved in writing within three (3) business days following Stirling's receipt of such notice pursuant to this Section 4, subject to any written extension or shortening of such time period as may be signed by both the Authority and Stirling.

5. Enforcement of Remedies. The Authority hereby agrees to use reasonable efforts to enforce any and all obligations of Buyer under the OPA and the Ground Lease. In the event that Stirling or the Authority determines that Buyer has breached the OPA or the Ground Lease, the Authority shall, upon demand by Stirling, diligently exercise all of its rights and remedies pursuant to the OPA and/or the Ground Lease, as applicable, provided that any such actions taken by the Authority are approved by the SCLAA Board or the VRA Board, as applicable. In the event the Authority, the SCLAA Board, or the VRA Board fails to diligently exercise all of its rights and remedies (including, without limitation, its right to purchase the Sale Property as set forth in Section 6 below) available under the OPA and/or the Ground Lease, as applicable, the Authority, the SCLAA Board and/or the VRA Board, as applicable, shall assign all of its rights and remedies with respect to the OPA and/or Ground Lease, as applicable, to Stirling. In such event, Stirling shall indemnify, defend, and hold harmless the Authority, its officers, employees, agents and representatives, and their respective successors and assigns from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to reasonable attorneys' fees and costs) incurred, suffered, or claimed against the Authority arising out of Stirling's exercise of the rights and remedies available under the OPA and/or Ground Lease, as applicable, pursuant to this Section 5.

6. Right of Repurchase. Pursuant to the terms of the OPA, the Authority has the right to purchase the Sale Property, together with all improvements thereon, from Buyer in the event that Buyer materially breaches certain of its obligations pursuant to the OPA, all as more particularly set forth in the OPA. As set forth in Section 5 above, the Authority shall, upon demand by Stirling, and subject to approval of the VRA and SCLAA Boards, diligently exercise such purchase right after a breach by Buyer pursuant to Section 4, 5 or 10(b) of the OPA. In the event that the Authority purchases the Sale Property from Buyer, then Stirling shall have the right to acquire the Sale Property from the Authority for an amount equal to the purchase price set forth in Section 10(f) of the OPA. The provisions of Sections 2.04 through 2.06, 2.09 through 2.12 and 2.14 of the DDA shall apply to the conveyance of the Sale Property by the Authority to Stirling. Notwithstanding the foregoing or anything to the contrary in the DDA, such conveyance by the Authority to Stirling of fee title to the Sale Property shall (a) be subject only to those exceptions to title existing as of the date that Stirling conveys fee title to the Sale Property to Buyer and (b) occur no later than sixty (60) days following the conveyance by Buyer to the Authority of fee title to the Sale Property.

7. Notices. Concurrently with the delivery of any notices to Buyer pursuant to the OPA or the Ground Lease, the Authority shall deliver copies of such notices to Stirling. In addition, the Authority shall promptly deliver to Stirling copies of all notices received by the Authority from Buyer pursuant or relating to the OPA or the Ground Lease.

8. Miscellaneous.

a. Cooperation. Each party hereto agrees to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction herein contemplated.

b. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall, upon execution of identical counterparts by each party, be deemed an original, but all of which shall constitute one and the same agreement.

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

d. Attorneys' Fees. If either party brings an action at law or other proceeding against the other to enforce or contest any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or to obtain a declaration of the rights or responsibilities of any party, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and attorneys' fees.

e. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

f. Entire Agreement. This Agreement, and such other documents as are contemplated hereunder, constitute the entire agreement of the parties in respect of the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the parties.

g. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement.

h. Construction. The parties acknowledge that each party and its counsel have reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[Signature pages follow]

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

"VRA"

VICTORVILLE REDEVELOPMENT AGENCY



Agency Assistant Executive Director

Attest:

Approved as to Form:



Carolee Bates, Agency Secretary

Andre de Bortnowsky,
Agency Counsel

Victorville Redevelopment Agency Risk Manager

Chuck Buquet

Dated: _____

Signatures continue next page

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

"VRA"


VICTORVILLE REDEVELOPMENT AGENCY

Agency Assistant Executive Director

Attest:

Approved as to Form:

Carolee Bates, Agency Secretary



~~Andre de Bontnewsky~~ Charles R. Green
~~XXXXXXXXXXXX~~ , Deputy Agency Counsel
~~Agency Counsel~~

Victorville Redevelopment Agency Risk Manager

Chuck Buquet

Dated: _____

Signatures continue next page

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

"VRA"

VICTORVILLE REDEVELOPMENT AGENCY

Agency Chairman

Attest:

Approved as to Form:

Carolee Bates, Agency Secretary

Andre de Bortnowsky,
Agency Counsel

Victorville Redevelopment Agency Risk Manager

Chuck Buquet



Dated: _____

2/23/09

Signatures continue next page

"SCLAA"

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

By: James L. Cox
Its: Executive Director

ATTEST:

By: Carolee Bates
Carolee Bates, Authority Secretary

APPROVED AS TO FORM:

By: _____
Charles R. Green,
Deputy Authority Counsel

AUTHORITY RISK MANAGER:

By: _____
Chuck Buquet
Dated: _____

Signatures continue next page

"SCLAA"


SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Carolee Bates, Authority Secretary

By:  _____
Charles R. Green,
Deputy Authority Counsel

AUTHORITY RISK MANAGER:

By: _____
Chuck Buquet
Dated: _____

Signatures continue next page

"SCLAA"

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

By: _____
Its: _____


ATTEST:

APPROVED AS TO FORM:

By: _____
Carolee Bates, Authority Secretary

By: _____
Charles R. Green,
Deputy Authority Counsel

AUTHORITY RISK MANAGER:

By:  _____
Chuck Buquet
Dated: 2/23/09

Signatures continue next page

STIRLING:

STIRLING CAPITAL PROPERTIES, LLC, a
Delaware limited liability company

By: Stirling Airports International, LLC, a
California limited liability company

By: Stirling Enterprises, LLC, a California
limited liability company

By: _____
Chris A. Downey, Director

By: _____
Dougall Agan, Director

By: DCT Leasing, Inc., a Delaware corporation

By: _____
Matthew Murphy,
Vice President Finance

Exhibit A
Original OPA

[See attached.]

Exhibit B
OPA Amendment

[See attached.]

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Stirling Capital Investments, LLC
27422 Portola Parkway, Suite 300
Foothill Ranch, CA 92610
Attn: Dana Schneider

(Space Above Line For Recorder's Use)

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

GLOBAL ACCESS BUSINESS ASSOCIATION
SAN BERNARDINO COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is made this Feb. 23, 2009 by
STIRLING CAPITAL INVESTMENTS, LLC., a Delaware limited liability company
("Declarant") and SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, a
California joint powers authority ("SCLAA").

RECITALS

A. SCLAA is the fee owner of certain property (hereinafter referred to
as the "Annexed Property") in the County of San Bernardino, State of California,
described as:

Parcel 2 of Parcel Map 18913 in the City of Victorville, County of San
Bernardino, California, as per instrument recorded March 4, 2008, as
Document No. 2008-0095407 in the Official Records of San Bernardino
County, which is more particularly depicted as the "Annexed Property" on
Exhibit 1 attached hereto and incorporated herein by this reference.

B. SCLAA and Declarant desire that the Annexed Property be
conveyed subject to certain protective covenants, conditions, restrictions, reservations,
liens and charges as set forth in that certain Declaration of Covenants, Conditions and
Restrictions (the "Declaration") which was recorded on May 9, 2008 as Document No.
2008-0210992 of Official Records of said County, and any amendments thereto.

NOW THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates
otherwise, the terms used in this Supplementary Declaration are defined to mean the
same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of the Association as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners within the Annexed Property shall automatically be Members of the Association and Owners under the Declaration.

4. All rights and easements reserved by or for the benefit of Declarant and SCLAA in the Declaration are hereby reserved by or for the benefit of Declarant and SCLAA over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress on and upon the Nonexclusive Use Common Area as such easement is more particularly described in the Section entitled "Easements for Owners" of the Article entitled "Easements and Rights" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. Exhibit B attached hereto and by this reference incorporated herein describes the real property and/or Improvements to be included as "Association Maintenance Areas" pursuant to Section 1.8 of the Declaration and the "Slope Maintenance Area" pursuant to Section 1.43 of the Declaration.

7. Exhibit D attached hereto and by this reference incorporated herein contains the Lot Area and calculations of Net Usable Area for Lots within the Annexed Property.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

“Declarant”

STIRLING CAPITAL INVESTMENTS, LLC,
a Delaware limited liability company, Sole Member

By: STIRLING AIRPORTS INTERNATIONAL, LLC,
a California limited liability company, Member and Manager

By: STIRLING ENTERPRISES, LLC,
a California limited liability company, Member

By: _____
Chris A. Downey, Director

By: _____
Dougall Agan, Director

By: DCT INDUSTRIAL OPERATING PARTNERSHIP LP,
a Delaware limited partnership, Member and Manager

By: DCT INDUSTRIAL TRUST, INC.,
a Maryland corporation, Sole General Partner

By: _____
Matthew T. Murphy
Senior Vice President

(additional signatures on next page)

"SCLAA"

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY,
a California joint powers authority

ATTEST:

By: *Kim A. Felt*

Carolee Bates

Carolee Bates, Authority Secretary

Its: *Director of Economic Development*

APPROVED AS TO FORM:

Andre de Bortnowsky, Authority Counsel

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY,
a California joint powers authority

By: _____

Its: _____

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start to
esrow

State of California)
County of San Bernardino)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

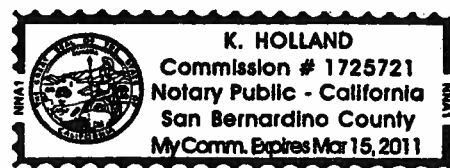
On Feb. 23, 2009 before me, K. Holland Notary Public,
(here insert name and title of the officer)

personally appeared Keith Metzler

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

K. Holland

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

STATE OF CALIFORNIA

)

) ss

COUNTY OF _____

)

On _____ before me, _____, Notary Public, personally appeared Chris A. Downey and Dougall Agan, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

STATE OF

)

) ss

COUNTY OF _____

)

On _____ before me, _____, Notary Public, personally appeared Matthew T. Murphy, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PARCEL MAP NO. 18913

BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 TOGETHER WITH PORTIONS OF "B" STREET, ADOLANTO ROAD AND INNOVATION WAY AS SHOWN ON PARCEL MAP NO. 18129, AS PER MAP FILED IN BOOK 217, PAGES 33 THROUGH 37 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

SECTION 22, TOWNSHIP 6 NORTH, RANGE 3 WEST

RSP CONSULTING
NOVEMBER, 2007

2.03 R10
20.00'

6" WIDE

PARCEL 6
74.84 AC.

6" WIDE

NOTE

SEE SHEET 2 FOR SURVEYOR'S NOTES, REPRODUCTION NOTES, EASEMENT NOTES AND RECORD DATA NOTES.
2. SEE SHEET 3 FOR BOUNDARY CONTROL AND GPS CONTROL TIES

DATA TABLE

STATION	BEARING/DELTA	RADIUS	LENGTH	ANGLE
1	07°35'44"	1151.00'	130.58'	78.40°
2	19°40'35"	1151.00'	205.27'	193.85° R10
3	04°58'44"	1151.00'	63.38'	41.83°
4	184°29'12"E	--	38.02'	-- R10
5	145°38'12"E	--	49.07'	-- R10
6	140°38'56"E	--	64.98'	-- R10
7	01°51'35"	1587.00'	107.58'	53.81°
8	08°14'14"	1567.00'	170.28'	85.38°
9	07°48'04"	296.50'	35.81'	19.83°
10	107°54'58"W	--	28.68'	--
11	08°31'51"	280.00'	41.89'	20.88°
12	187°28'58"W	--	168.24'	--
13	184°02'00"W	--	75.80'	--
14	184°29'12"E	--	83.64'	--
15	184°02'48"W	--	9.48'	--
16	188°17'44"E	--	80.02'	--
17	182°31'03"E	--	17.56'	--
18	00°56'04"	1507.00'	28.05'	13.00°
19	11°30'14"	1560.00'	298.21'	148.88°
20	08°31'17"	290.00'	38.14'	19.41°
21	107°54'57"E	--	40.92'	--
22	08°32'17"	275.00'	30.25'	--
23	107°52'20"E	--	158.37'	--
24	184°22'48"E	--	77.25'	--
25	184°37'33"W	--	77.27'	--
26	184°37'33"W	--	49.48'	-- R10
27	140°33'14"W	--	30.00'	-- R10

PARCEL 1
11.94 AC

PARCEL 2
4.290 AC

PARCEL 3
3.771 AC

PARCEL 4
2.824 AC

ADOLANTO ROAD

INNOVATION WAY

DETAIL A
N.T.S.

DETAIL B
N.T.S.

DETAIL C
N.T.S.

DETAIL D
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DETAIL E
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DETAIL F
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DETAIL AA
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DETAIL EU
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DETAIL EV
N.T.S.

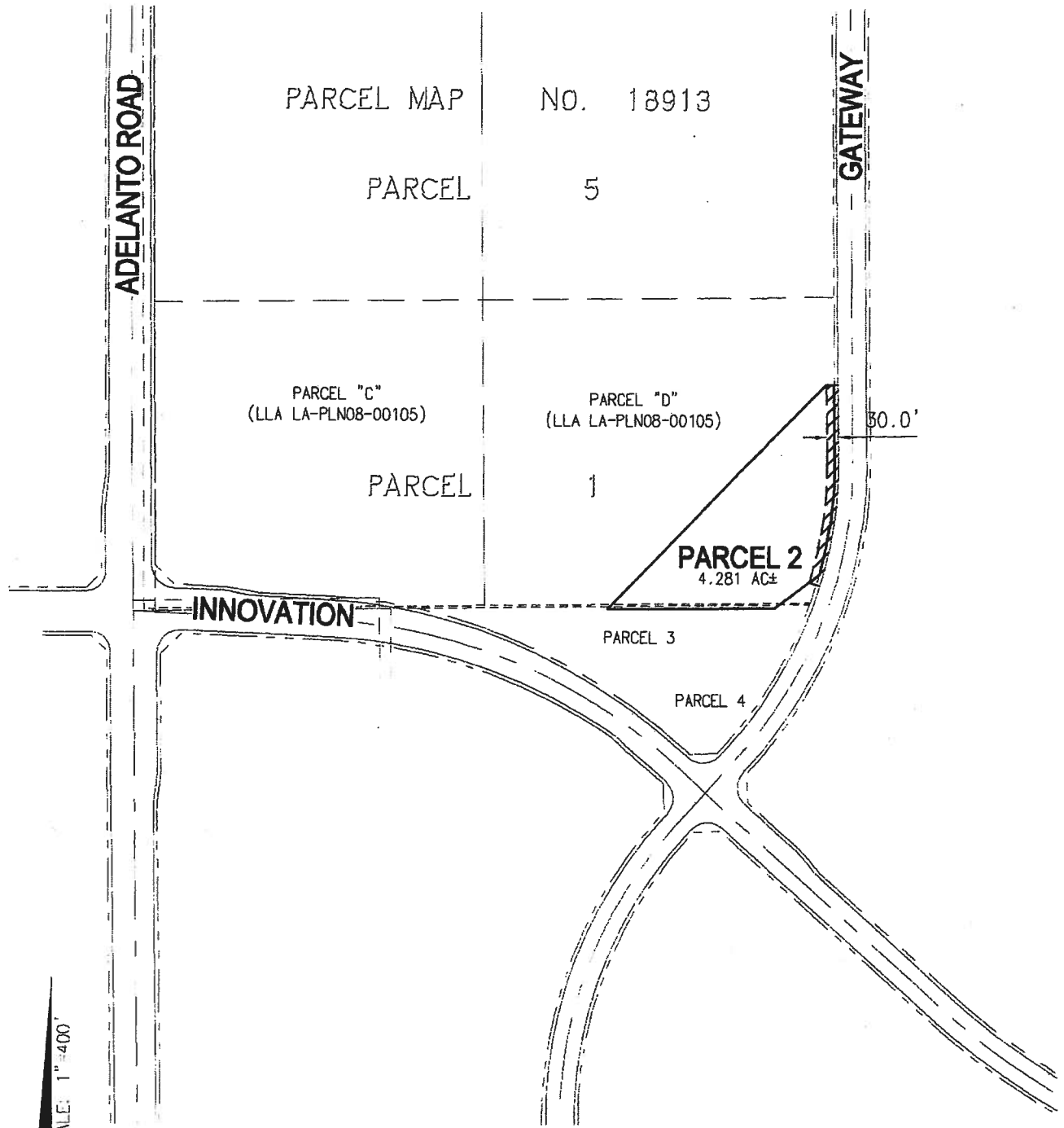
DETAIL EW
N.T.S.

DETAIL EX
N.T.S.

DETAIL

EXHIBIT B

ASSOCIATION MAINTENANCE AREAS AND SLOPE MAINTENANCE AREAS



SCALE: 1"=400'

LEGEND:



30' MIN. LANDSCAPE SETBACK FROM CURB FACE. ASSOCIATION MAINTAINS ALL LANDSCAPE & IRRIGATION.

JOB NO 10-106614 SCALE 1"=400' DATE 02/05/09 DESIGNED BY:	<div data-bbox="267 1806 470 1942"> </div> <div data-bbox="470 1806 868 1942"> PLANNING ■ DESIGN ■ CONSTRUCTION 14725 ALTON PARKWAY IRVINE, CALIFORNIA 92618-2027 949.472.3505 • FAX 949.472.8373 • www.RBF.com </div>	<div data-bbox="893 1795 1404 1890"> EXHIBIT B - ASSOCIATION MAINTENANCE AREAS PARCEL 2 SOUTHERN CALIFORNIA LOGISTICS AIRPORT </div> <div data-bbox="990 1900 1323 1942"> CITY OF VICTORVILLE </div>	<div data-bbox="1437 1795 1534 1953"> SHEET 1 OF 1 SHTS. </div>
---	--	--	---

\\VITAIA\10034050\IRVINE\CADD\LAND\EXHIBITS\CABA ANNEXATION\PARCEL 2.DWG SC00K 2/4/09 4:11 pm

EXHIBIT D

LOT AREA OF ANNEXED PROPERTY

<u>Lot</u>	<u>Gross Area</u>	(minus)	<u>Slope Area</u>	(plus)	<u>Setback Area</u>	(equals)	<u>Net Usable Area</u>
2	4.25		0.00		.00		4.25

FIDELITY NATIONAL TITLE COMPANY

**1300 Dove Street, Suite 310
Newport Beach, CA 92660**

**FILE NO.: 725106407
February 23, 2009**

INDEMNITY AGREEMENT

Between Southern California Logistics Airport Authority and the City of Victorville, as First Party, and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation and Fidelity National Title Company, as Second Party.

This Agreement covers real property in the County of San Bernardino, State of California, described as:

PARCEL 2 OF PARCEL MAP NO. 18913, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP IN BOOK 227, PAGE(S) 1 TO 4, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM 10% OF THE GROSS FAIR MARKET VALUE OF OIL, GAS, OR MINERALS, AS RESERVED BY THE UNITED STATES OF AMERICA IN DOCUMENTS RECORDED AS INSTRUMENT NUMBER 2004-0360272 OF OFFICIAL RECORDS.

The above real property will be referred to in this Agreement as the "property".

WHEREAS, First Party is contemplating encumbering and/or selling said property and has requested Second Party to issue its policy or policies of Title Insurance in connection therewith.

AND WHEREAS, an examination of the Official Records of said County discloses the following matters of record affecting said property:

Matters contained in that certain document entitled "Quitclaim Deed" dated May 17, 2004, executed by and between Southern California Logistics Airport Authority and United States of America recorded May 21, 2004, Instrument No. 2004-0360273, of Official Records.

Reference is hereby made to said document for full particulars.

AND WHEREAS, First Party desires Second Party to issue said title policy or policies showing said Quitclaim Deed and thereafter affirmatively insuring against loss by reason of enforcement or attempted enforcement of certain matters set forth in said Quitclaim Deed by issuing an endorsement in the form of attached as Exhibit "A" hereto to said policies.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy or policies, the undersigned covenant and agree with the Company (1) to forever fully protect, defend and save harmless the Company from and against the above-mentioned matters; (2) to forever fully protect,

defend and save harmless the Company from any and all loss, costs, damages, attorney's and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of or growing out of said matters, or any of them, or an account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of said matters or of any of them; (3) to defend at undersigned's own costs and charges in behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend at the expense of the undersigned if it so elects) and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of such matters in the manner described above.

First Party and Second Party acknowledge and agree that it is the intent of First Party to cause the removal of the matters set forth in the endorsement from title. As such, the indemnification provisions contained in this Agreement shall only be applicable during the period in which such matters encumber the property. Notwithstanding the foregoing, the indemnification provisions contained herein shall survive the termination of such matters with respect to any claim or liability occurring prior to the release of such matters.

If either party brings an action at law or other proceeding against the other to enforce or contest any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or to obtain a declaration of the rights or responsibilities of any party, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and attorneys' fees.

In this Agreement, whenever the context so requires, the singular number includes the plural; and, where there is more than one person included as First Party, the provisions and obligations of this Agreement shall be binding on such persons jointly and severally.

This Agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23rd day of February, 2009.

FIRST PARTY:

Southern California Logistics Airport Authority


By: Jim Cox, Authority Executive Director

APPROVED AS TO FORM:

By: Andre de Bortnowsky, Authority Counsel

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY RISK MANAGER

By: Chuck Buquet

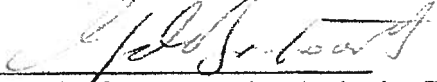
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of February, 2009.

FIRST PARTY:

Southern California Logistics Airport Authority

By: Jim Cox, Authority Executive Director

APPROVED AS TO FORM:



By: Andre de Bortnowsky, Authority Counsel

**SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY RISK MANAGER**

By: Chuck Buquet

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of February, 2009.

FIRST PARTY:

Southern California Logistics Airport Authority

By: Jim Cox, Authority Executive Director

APPROVED AS TO FORM:

By: Andre de Bortnowsky, Authority Counsel

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY RISK MANAGER



By: Chuck Buquet

City of Victorville

By: Jim Cox, Interim City Manager

ATTEST:

By: Carolee Bates, City Clerk

APPROVED AS TO FORM:

By: Andre de Bortnowsky, City Attorney

CITY OF VICTORVILLE RISK MANAGER

By: Chuck Buquet

SECOND PARTY

FIDELITY NATIONAL TITLE INSURANCE

By: _____
Art Cheyne, Sr. Vice President-Underwriter


City of Victorville

By: Jim Cox, Interim City Manager

ATTEST:

By: Carolee Bates, City Clerk

APPROVED AS TO FORM:



By: André de Bortnowsky, City Attorney

CITY OF VICTORVILLE RISK MANAGER

By: Chuck Buquet

SECOND PARTY

FIDELITY NATIONAL TITLE INSURANCE

By: _____
Art Cheyne, Sr. Vice President-Underwriter

City of Victorville

By: Jim Cox, Interim City Manager

ATTEST:

By: Carolee Bates, City Clerk

APPROVED AS TO FORM:

By: Andre de Bortnowsky, City Attorney

CITY OF VICTORVILLE RISK MANAGER



By: Chuck Buquet

SECOND PARTY

FIDELITY NATIONAL TITLE INSURANCE

By: _____
Art Cheyne, Sr. Vice President-Underwriter

Exhibit "A"

ENDORSEMENT 100.19
Attached to Policy No.
Issued by
Fidelity National Title Insurance Company

The Company insures against loss or damage sustained by reason of any present and/or future violations on the Land of the covenants, conditions and restrictions referred to in Sections V, VI and VII F of the Quitclaim Deed recorded May 21, 2004 as Instrument No. 2004-0360273 also shown in paragraph 9 of Schedule B including the exercise or attempt to exercise any provision for a reverter, right of re-entry or any right or power of termination of the estate or interest referred to in Schedule A upon a breach of the covenants, conditions and restrictions referred to in said sections.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:



Fidelity National Title
INSURANCE COMPANY


Countersigned

AGENDA ITEM

WRITTEN COMMUNICATIONS

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Peter Soderquist
Airport Director

DATE: March 9, 2009

SUBJECT: Reconsideration of an Earlier Action to Renew an Air Cargo Marketing Consulting Contract with Guy Fox

RECOMMENDATION: Recommend Renewal

FISCAL IMPACT: This is a month to month agreement not to exceed six months. The per month fee is \$10,000 not to exceed \$60,000 for the life of the agreement. This is a budgeted item.

BUDGETED AMOUNT: \$60,000

BUDGET ACCT: 521009-76947-90051-90501-52193

Finance Dept. Use Only

Additional Appropriation

☒ No

☐ Yes/Amount \$ _____

Finance Director Review

Approval _____

DISCUSSION:

At its regularly scheduled meeting of March 3, 2009, the Airport Authority voted to renew its contract with Guy Fox & Associates for six months. Subsequent to that decision, it was requested this item return to the Authority for reconsideration.

Staff continues to recommend approval. Guy Fox & Associates was instrumental in establishing a dialogue with representatives of the Philippine Government that has resulted in consideration of entering into a formal Alliance with the Subic Bay Metropolitan Authority and the Clark International Airport Corporation (the former Clark Air Force Base). Consideration is being given to initiating daily cargo flights between SCLA and the Philippines. Meetings in this regard have been scheduled in the offices of the Philippine Consul General on March 17.

The Trade Commissioner of Chili is scheduled to visit SCLA on March 18 (arranged by Mr. Fox) and arrangements are being made to schedule representatives of the Trade Offices of Canada, Switzerland, Belgium, Germany, Mexico, and Hong Kong.

Staff respectfully requests the Authority's favorable consideration of renewing the consulting agreement with Guy Fox & Associates on a month-to-month basis not to exceed six months.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
GUY FOX & ASSOCIATES, INC.**

THIS AGREEMENT, is made and entered into this 12th day of February, 2009 (the "Effective Date") by and between the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, a California joint powers authority located in the County of San Bernardino, hereinafter referred to as the "Authority," and GUY FOX & ASSOCIATES, INC., a California corporation, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, the Authority is responsible for developing and attracting new business to the Southern California Logistics Airport (the "Airport"); and

WHEREAS, the Authority's prime focus revolves around attracting new Airport users and aviation services to include the establishment of cargo and transport operations at the former George Air Force Base, now known as the Airport; and

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the professional and technical services that will be required by this Agreement; and

WHEREAS, Consultant possesses the skills, experience, ability, background, certification and knowledge to provide the professional and technical services described by this Agreement on the terms and conditions described therein; and

WHEREAS, the Authority desires to retain the services of a qualified consultant to provide, on an independent contractor's basis, professional services to bring air cargo, transport users, and related logistics support activities to the Airport.

Now therefore, in consideration of the covenants, conditions and promises contained herein, the parties agree as follows:

Section 1. SCOPE OF SERVICES

A. Consultant shall provide to the Authority the following services in a professional manner. To this end, Consultant will:

1. Review and analyze past and present cargo marketing strategies; and

2. Develop a marketing program that builds upon efforts accomplished to date, and is consistent with the goal of making the Airport one of the premier logistics airports in the United States; and
3. Garner strategic partner alliances; and
4. Meet with the Cargo Marketing Team and review progress reports on a regular basis.

Section 2. TERM

The Term of this Agreement shall be month-to-month, commencing on January 1, 2009. This Agreement may be extended by written agreement between the Authority and Consultant. On or before the Termination Date, Contractor and Authority may meet to discuss this Agreement and its possible extension and/or modification. In the event the Parties do not enter into a new written Agreement prior to the Termination Date, this Agreement shall automatically terminate.

Section 3. COMPENSATION

Authority agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from Authority, as and for compensation for the faithful performance of said services and duties, an amount not to exceed Ten Thousand Dollars (\$10,000) per month.

Section 4. METHOD OF PAYMENT

A. Consultant shall submit monthly billings to Authority describing the work performed during the preceding month. Consultant's bills shall include a brief description of services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Authority shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by Authority staff, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the Authority in accordance with the terms of this Agreement, provided further that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

B. Reasonable Reimbursable Expenses. Consultant shall be responsible for costs and expenses incident to the performance of services for the Authority, including, but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Consultant; and all other of Consultant's costs of doing business. Notwithstanding the above, Consultant shall be entitled to reasonable reimbursement for those expenses identified below, provided such expenses are pre-approved by the Authority Director and are required for the performance of services for Authority.

Air Travel:	Standard Coach Rates for domestic travel, Business Class Rates for international travel. The actual operating expense, rental fee or the private aircraft mileage rate up to a maximum not to exceed the commercial airfare that would be reimbursable for the same trip for travel by private or personal aircraft.
Lodging:	On a cost basis and incidental to travel.
Meals:	On a cost basis and incidental to travel.
Local Mileage:	On a cost basis in accordance with Authority's reimbursement policies.
Travel Related Expenses:	On a cost basis in accordance with Authority's reimbursement policies.
Conferences/ Meetings:	On a cost by cost basis, reimbursement for expenses associated with meetings and conference attendance requested by Authority.

C. When payments made by Authority equal ninety percent (90%) of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by the Authority.

D. The Consultant shall submit invoices under this Agreement to:

Southern California Logistics Airport Authority
14343 Civic Drive
Victorville, California 92392
Attention: Peter Soderquist, Airport Director

Section 5. EXTRA WORK

At any time during the term of this Agreement, the Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work, without written authorization from the Authority.

Section 6. TERMINATION

This Agreement may be terminated by the Authority immediately for cause. The Authority may terminate this Agreement without cause upon fifteen (15) calendar days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

Section 7. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Consultant its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Authority upon payment to Consultant for such work, and the Authority shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense provide such reports, plans, studies, documents and other writings to the Authority upon written request.

Section 8. PROTECTION AND CORRECTION OF WORK

A. Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

B. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Authority, when such inaccuracies are due to the fault of Consultant.

Section 9. CONFIDENTIALITY

A. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the Authority, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of these services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant, or is generally known, or has become known, to the related industry shall be deemed confidential.

B. Consultant shall not use the Authority's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Authority.

Section 10. CONSULTANT'S BOOKS AND RECORDS

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Authority for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Airport Director, Authority Counsel, Authority Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at the address indicated in Section 19 when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at consultant's address indicated for receipt of notices in this Agreement.

D. Where the Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, the Authority may, by written request of any of the above-named officers, require that custody of the records be given to the Authority and that the records and documents shall be maintained by the Authority. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

**Section 11. INDEPENDENT CONTRACTOR'S STATUS:
NOT AGENT OF AUTHORITY**

Consultant shall at all times during the term of this Agreement remain, as to the Authority, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor. Neither the Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the Authority or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the Authority. Consultant shall have no authority, expressed or implied, to act on behalf of the Authority in any capacity whatsoever as an agent, nor shall Consultant have any authority, expressed or implied, to bind the Authority to any obligation whatsoever.

**Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING
INDEPENDENT CONTRACTOR'S STATUS OR CONSULTANT**

A. Consultant represents and acknowledges the following:

1. The Authority is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

2. Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the Authority.

3. The services described in this Agreement can be performed without the use of Authority equipment, materials, tools or facilities.

4. Nothing in this Agreement shall be interpreted to imply that the Authority must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

5. The Authority will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

6. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the Authority.

B. The Authority represents and acknowledges the following:

1. Consultant is not required to comply with daily instructions from Authority staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

2. Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

3. The Authority will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

4. Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the Authority on a continuing basis after termination of this Agreement.

5. It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

6. Consultant is not required to devote full time to the business operation of the Authority in order to perform the services set forth in this Agreement.

7. Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at or on Authority-owned property.

8. Other than attendance at required public meetings and public hearings and complying with procedural requirements set forth by law, Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.

9. Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 13. CONFLICTS OF INTEREST

A. Consultant (including its principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

1. Does not make or participate in:

(a) The making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;

(b) The issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;

(c) Authorizing the Authority to enter into, modify, or renew a contract;

(d) Granting Authority approval to a contract that requires Authority approval and to which the Authority is a party, or to the specifications for such a contract;

(e) Granting Authority approval to a plan, design, report, study, or similar item;

(f) Adopting, or granting Authority approval of policies, standards, or guidelines for the Authority or for any subdivision thereof.

2. Does not serve in a staff capacity with the Authority and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the Authority that would otherwise be performed by an individual holding a position specified in any Authority's Conflict of Interest Code or under Government Code Section 87302.

C. In the event the Authority officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the Authority Secretary's Office pursuant to the written instructions provided by the Office of the Authority Secretary.

D. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 14. PROFESSIONAL ABILITY; WARRANTY; FAMILIARITY WITH WORK

A. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

B. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

C. By executing this Agreement, Consultant warrants that it:

1. Has thoroughly investigated and considered the work to be performed;
2. Has investigated the issues, regarding the scope of services to be provided;
3. Has carefully considered how the work should be performed; and
4. Fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

D. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the Authority, it shall immediately inform the Authority of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Executive Director or appropriate Authority representative.

Section 15. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 16. INDEMNIFICATION

A. Consultant shall defend, indemnify and hold harmless the Authority, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions,

losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole gross negligence or willful misconduct of the Authority, its officers, agents, employees, or volunteers.

B. The Authority does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

C. Notwithstanding the provisions of subsections A. and B. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the Authority to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the Authority, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

Section 17. INSURANCE REQUIREMENTS

A. Policies. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;

1. Workers' Compensation Coverage. Consultant does not have any employees. Consultant shall sign the Certificate of Exemption from Workers' Compensation Insurance form, which is attached hereto as Exhibit "A".

2. Comprehensive General and Automobile Liability Coverage. Consultant shall procure and maintain at its own expense, during the term of this agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Consultant or its officers, employees, servants, volunteers, and agents and independent contractors. Consultant shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury or property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officer, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A;VII and shall be endorsed with the following specific language;

1. The Authority, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work

performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance with respect to the Authority, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Authority, including any self-insured retention the Authority may have shall be considered excess insurance only and shall not contribute with it.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the Authority, its elected or appointed officials, officers, employees or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its elected or appointed officers, officials, employees, agents or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days written notice has been received by the Authority.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the Authority's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide certificates with original policy and waiver of subrogation endorsements to the Authority as evidence of the insurance coverage required herein. Certificates of such insurance and original endorsements shall be filed with the Authority on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement.

Section 18. NOTICES

A. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Authority: Southern California Logistics Airport Authority
14343 Civic Drive
Victorville, California 92392
Attn. Peter Soderquist, Airport Director

With a copy to: Green, deBortnowsky & Quintanilla
 Authority Counsel
 23801 Calabasas Road, Suite 1015
 Calabasas, California 91302

To Consultant: Guy Fox & Associates, Inc.
 17219 Coriander Court
 Yorba Linda, California 92886

B. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 19. ENTIRE AGREEMENT

A. This Agreement supersedes any and all other agreements, either oral or written between the Authority and Consultant with respect to the subject matter of this Agreement.

B. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

C. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 20. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 21. ASSIGNMENT AND SUBCONTRACTING

A. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the Authority.

B. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the Authority. If the Authority consents to such subcontract, Consultant shall be fully responsible to the Authority for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the Authority and subcontractor nor shall it create any obligation on the part of the Authority to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 22. WAIVER

A. No waiver shall be binding, unless executed in writing by the party making the waiver.

B. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

C. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 23. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a 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.

Section 24. VENUE

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

Section 25. LITIGATION EXPENSES AND ATTORNEY FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 26. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 27. NON-LIABILITY OF AUTHORITY OFFICERS AND EMPLOYEES

No officer or employee of the Authority shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to Consultant or to its successor or for any breach of any obligation of the terms of this Agreement.

Section 28. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 29. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 30. GOVERNMENT LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 31. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive 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 32. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 33. COUNTERPARTS

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

Section 34. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

A. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of its governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

B. 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.

Section 35. PRINCIPAL REPRESENTATIVES

A. Guy Fox is designated as the principal representative of Consultant responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement.

1. Unless otherwise authorized by Authority in writing, the principal representatives shall perform all such services, including, without limitation, attending all meetings and public hearings required under the Scope of Services.

2. Consultant hereby commits these designated principal representatives to the performance of the Scope of Services, until completion thereof or termination of this Agreement, as provided herein. The experience, knowledge, capability and reputation of these principal representatives were all substantial inducements for the Authority to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of the principal representatives shall not be reassigned, without the express written consent of both parties.

B. The Airport Executive Director, or his designee, shall be the principal representative of the Authority for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

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

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY, a California joint powers authority

Date: _____

By: _____
Airport Authority Chairman

(SEAL)

By: _____
Airport Authority Secretary

APPROVED AS TO FORM:
GREEN, DE BORTNOWSKY & QUINTANILLA, LLP,

Authority Counsel

GUY FOX & ASSOCIATES, INC., a California
corporation

Date: _____

By: _____

EXHIBIT "A"

**CERTIFICATE OF EXEMPTION
FROM WORKERS COMPENSATION INSURANCE**

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AGENDA ITEM

WRITTEN COMMUNICATIONS

SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Peter Soderquist
Airport Director

DATE: March 17, 2009

SUBJECT: Renew Airport Marketing Contract with Jim Worsham

RECOMMENDATION: Recommend Renewal

FISCAL IMPACT: The fee for this six month service is \$150,000. This is a budgeted item.

BUDGETED AMOUNT: \$150,000
BUDGET ACCT: 521009-76947-90051-90501-52193

Finance Dept. Use Only

Additional Appropriation

☒ No

☐ Yes/Amount \$ _____

Finance Director Review

Approval _____

DISCUSSION:

Jim Worsham has been very successful in bringing aviation industry leaders to SCLA. Mr. Worsham was directly responsible for, or played a key role in bringing the following businesses to SCLA:

- GE Aircraft Engines.
- Boeing Recovery and Modifications Services.
- Boeing Aircraft Capital.
- Boeing Aircraft Trading
- FedEx Aircraft Maintenance.
- BAE Systems.
- Leading Edge Aviation Services.
- Pratt & Whitney.
- Agusta Westland (Presidential helicopter flight test program).

Employment of these companies averages over 500 people and the value added economic impact of these companies is estimated in the hundreds of millions of dollars.

Mr. Worsham's personal contacts at Boeing facilitated their use of SCLA for numerous flight test programs. Using his FedEx contacts, Mr. Worsham brought the ORBIS flying eye hospital to SCLA for maintenance. He is presently pursuing significant military aircraft repair contracts (C-5

and F-15 maintenance) that could begin as early as June, 2009. He was appointed by the Secretary of Commerce to the Inland Empire District Export Council and is involved in a program that, if successful, will result in Indonesian air cargo arriving at SCLA.

One of Mr. Worsham's most recent accomplishments is the creation of the newly accredited Airframe and Powerplant School. While this four year effort involved many people, the driving force behind it was Jim Worsham.

Mr. Worsham's greatest asset is his reach in the aviation industry. He has direct access to senior level executives (Chairman, CEO, President, etc.) of all major international airlines. He contacts them and they contact him as needs arise.

The attached six month agreement is an update from his original consulting contract. The attached carries with it a Scope of Services. Included therein is the charge of securing Boeing's new 787 "Dreamliner" flight test program followed by the new B-747-8 flight test program. He is asked to expand the FedEx presence on the airport by increasing their current one-year agreement to a multi-year agreement. He is charged with growing the A&P School to its fullest potential while at the same time, finding jobs for graduating students.

It is respectfully requested the Chairman of the Airport Authority be authorized to execute this agreement.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND
JIM WORSHAM**

THIS AGREEMENT, is made and entered into this 12th day of February, 2009 (the "Effective Date") by and between the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY, a California joint powers authority located in the County of San Bernardino, hereinafter referred to as the "Authority," and JIM WORSHAM, an individual, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, the Authority is responsible for developing and attracting new business to the Southern California Logistics Airport (the "Airport"); and

WHEREAS, the Authority's prime focus revolves around attracting new business and tenants at the former George Air Force Base, now known as the Airport; and

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the professional and technical services that will be required by this Agreement; and

WHEREAS, Consultant possesses the skills, experience, ability, background, certification and knowledge to provide the professional and technical services described by this Agreement on the terms and conditions described therein; and

WHEREAS, the Authority desires to retain the services of a qualified consultant to provide, on an independent contractor's basis, professional services to bring new business and tenants to the Airport.

Now therefore, in consideration of the covenants, conditions and promises contained herein, the parties agree as follows:

Section 1. SCOPE OF SERVICES

A. Consultant shall provide to the Authority the following services in a professional manner. To this end, Consultant will:

1. Continue efforts to attract military maintenance contracts to Airport. Special emphasis will be placed on obtaining the C-5 re-engine program expected to be awarded in the summer of 2009; and

2. Continue efforts to obtain Boeing Commercial Aircraft Flight Test Programs to Airport. Secure the B-787 "Dreamliner" flight test program and the B-747-8 flight test program; and

3. Expand the FedEx presence at Airport. Increase current one year commitment on Hangar 746 to a multiple year contract; and

4. Develop the A&P School to its fullest potential. This includes growing the program to 10 classes per year; working with the based tenant population to find jobs for graduating students; continue to work with local high schools in attracting viable candidates; investigate opportunities in the aviation education industry for a possible successor that would grow the school into a four year aeronautical academy; and

5. Continue to utilize proprietary contacts and resources to promote and market the Airport in obtaining new business and tenants.

Section 2. TERM

The Term of this Agreement shall be six (6) months, commencing on January 1, 2009 (the "Effective Date"), and expiring on June 1, 2009 ("Termination Date"). This Agreement may be extended by written agreement between the Authority and Consultant. On or before the Termination Date, Contractor and Authority may meet to discuss this Agreement and its possible extension and/or modification. In the event the Parties do not enter into a new written Agreement prior to the Termination Date, this Agreement shall automatically terminate.

Section 3. COMPENSATION

Authority agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from Authority, as and for compensation for the faithful performance of said services and duties, a flat amount of One Hundred Fifty Thousand (\$150,000), payable in increments of Twenty Five Thousand (\$25,000) per month.

Section 4. METHOD OF PAYMENT

A. Consultant shall submit monthly billings to Authority describing the work performed during the preceding month. Consultant's bills shall include a brief description of services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Authority shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by Authority staff, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the Authority in accordance with the terms of this Agreement, provided further that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession

currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

B. Reasonable Reimbursable Expenses. Consultant shall be responsible for costs and expenses incident to the performance of services for the Authority, including, but not limited to, all fees, fines, licenses, bonds, or taxes required of or imposed against Consultant; and all other of Consultant's costs of doing business. Notwithstanding the above, Consultant shall be entitled to reasonable reimbursement for those expenses identified below, provided such expenses are pre-approved by the Authority Director and are required for the performance of services for Authority.

Air Travel:	Standard Coach Rates for domestic travel, Business Class Rates for international travel. The actual operating expense, rental fee or the private aircraft mileage rate up to a maximum not to exceed the commercial airfare that would be reimbursable for the same trip for travel by private or personal aircraft.
Lodging:	On a cost basis and incidental to travel.
Meals:	On a cost basis and incidental to travel.
Local Mileage:	On a cost basis in accordance with Authority's reimbursement policies.
Travel Related Expenses:	On a cost basis in accordance with Authority's reimbursement policies.
Conferences/ Meetings:	On a cost by cost basis, reimbursement for expenses associate with meetings and conference attendance requested by Authority.
NOTE:	Consultant is responsible for all personal transportation (i.e., transportation to and from primary residence).

C. When payments made by Authority equal ninety percent (90%) of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by the Authority.

D. The Consultant shall submit invoices under this Agreement to:

Southern California Logistics Airport Authority
14343 Civic Drive
Victorville, California 92392
Attention: Peter Soderquist, Airport Director

Section 5. EXTRA WORK

At any time during the term of this Agreement, the Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work, without written authorization from the Authority.

Section 6. TERMINATION

This Agreement may be terminated by the Authority immediately for cause. The Authority may terminate this Agreement without cause upon fifteen (15) calendar days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

Section 7. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Consultant its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Authority upon payment to Consultant for such work, and the Authority shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense provide such reports, plans, studies, documents and other writings to the Authority upon written request.

Section 8. PROTECTION AND CORRECTION OF WORK

A. Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

B. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Authority, when such inaccuracies are due to the fault of Consultant.

Section 9. CONFIDENTIALITY

A. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the Authority, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the

performance of these services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant, or is generally known, or has become known, to the related industry shall be deemed confidential.

B. Consultant shall not use the Authority's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Authority.

Section 10. CONSULTANT'S BOOKS AND RECORDS

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Authority for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Airport Director, Authority Counsel, Authority Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at the address indicated in Section 19 when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where the Authority has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, the Authority may, by written request of any of the above-named officers, require that custody of the records be given to the Authority and that the records and documents shall be maintained by the Authority. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF AUTHORITY

Consultant shall at all times during the term of this Agreement remain, as to the Authority, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor. Neither the Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the Authority or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any

time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the Authority. Consultant shall have no authority, expressed or implied, to act on behalf of the Authority in any capacity whatsoever as an agent, nor shall Consultant have any authority, expressed or implied, to bind the Authority to any obligation whatsoever.

**Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING
INDEPENDENT CONTRACTOR'S STATUS OR CONSULTANT**

A. Consultant represents and acknowledges the following:

1. The Authority is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

2. Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the Authority.

3. Nothing in this Agreement shall be interpreted to imply that the Authority must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

4. The Authority will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

5. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the Authority.

B. The Authority represents and acknowledges the following:

1. Consultant is not required to comply with daily instructions from Authority staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

2. Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

3. Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the Authority on a continuing basis after termination of this Agreement.

4. It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

5. Consultant is not required to devote full time to the business operation of the Authority in order to perform the services set forth in this Agreement.

6. Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at or on Authority-owned property.

7. Other than attendance at required public meetings and public hearings and complying with procedural requirements set forth by law, Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.

8. Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 13. CONFLICTS OF INTEREST

A. Consultant (including its principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

1. Does not make or participate in:

(a) The making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;

(b) The issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;

(c) Authorizing the Authority to enter into, modify, or renew a contract;

(d) Granting Authority approval to a contract that requires Authority approval and to which the Authority is a party, or to the specifications for such a contract;

(e) Granting Authority approval to a plan, design, report, study, or similar item;

(f) Adopting, or granting Authority approval of policies, standards, or guidelines for the Authority or for any subdivision thereof.

2. Does not serve in a staff capacity with the Authority and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the Authority that would otherwise be performed by an individual holding a position specified in any Authority's Conflict of Interest Code or under Government Code Section 87302.

C. In the event the Authority officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the Authority Secretary's Office pursuant to the written instructions provided by the Office of the Authority Secretary.

D. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 14. PROFESSIONAL ABILITY; WARRANTY; FAMILIARITY WITH WORK

A. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

B. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

C. By executing this Agreement, Consultant warrants that it:

1. Has thoroughly investigated and considered the work to be performed;
2. Has investigated the issues, regarding the scope of services to be provided;
3. Has carefully considered how the work should be performed; and
4. Fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

D. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the Authority, it shall immediately inform the Authority of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Executive Director or appropriate Authority representative.

Section 15. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 16. INDEMNIFICATION

A. Consultant shall defend, indemnify and hold harmless the Authority, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole gross negligence or willful misconduct of the Authority, its officers, agents, employees, or volunteers.

B. The Authority does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

C. Notwithstanding the provisions of subsections A. and B. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the Authority to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the Authority, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

Section 17. INSURANCE REQUIREMENTS

A. Policies. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;

1. Workers' Compensation Coverage. Consultant does not have any employees. Consultant shall sign the Certificate of Exemption from Workers' Compensation Insurance form, which is attached hereto as Exhibit "A".

2. Comprehensive General and Automobile Liability Coverage. Consultant shall procure and maintain at its own expense, during the term of this agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million

Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Consultant or its officers, employees, servants, volunteers, and agents and independent contractors. Consultant shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury or property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officer, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A;VII and shall be endorsed with the following specific language;

1. The Authority, its elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance with respect to the Authority, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the Authority, including any self-insured retention the Authority may have, shall be considered excess insurance only and shall not contribute with it.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the Authority, its elected or appointed officials, officers, employees or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its elected or appointed officers, officials, employees, agents or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days written notice has been received by the Authority.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the Authority's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide certificates with original policy and waiver of subrogation endorsements to the Authority as evidence of the insurance coverage required herein. Certificates of such insurance and original endorsements shall be filed with the Authority on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement.

Section 18. NOTICES

A. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Authority: Southern California Logistics Airport Authority
14343 Civic Drive
Victorville, California 92392
Attn. Peter Soderquist, Airport Director

With a copy to: Green, deBortnowsky & Quintanilla
Authority Counsel
23801 Calabasas Road, Suite 1015
Calabasas, California 91302

To Consultant: Jim Worsham
1450 Hi Mountain Road
Arroyo Grande, California 93420

B. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 19. ENTIRE AGREEMENT

A. This Agreement supersedes any and all other agreements, either oral or written between the Authority and Consultant with respect to the subject matter of this Agreement.

B. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

C. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 20. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 21. ASSIGNMENT AND SUBCONTRACTING

A. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Authority to enter into this Agreement.

Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the Authority.

B. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the Authority. If the Authority consents to such subcontract, Consultant shall be fully responsible to the Authority for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the Authority and subcontractor nor shall it create any obligation on the part of the Authority to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 22. WAIVER

A. No waiver shall be binding, unless executed in writing by the party making the waiver.

B. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

C. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 23. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a 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.

Section 24. VENUE

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

Section 25. LITIGATION EXPENSES AND ATTORNEY FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 26. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 27. NON-LIABILITY OF AUTHORITY OFFICERS AND EMPLOYEES

No officer or employee of the Authority shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to Consultant or to its successor or for any breach of any obligation of the terms of this Agreement.

Section 28. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 29. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 30. GOVERNMENT LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 31. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive 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 32. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 33. COUNTERPARTS

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

Section 34. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

A. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of its governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

B. 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.

Section 35. PRINCIPAL REPRESENTATIVES

A. Jim Worsham is the principal representative responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement.

1. Unless otherwise authorized by Authority in writing, the principal representatives shall perform all such services, including, without limitation, attending all meetings and public hearings required under the Scope of Services.

2. Consultant hereby commits these designated principal representatives to the performance of the Scope of Services, until completion thereof or termination of this Agreement, as provided herein. The experience, knowledge, capability and reputation of these principal representatives were all substantial inducements for the Authority to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of the principal representatives shall not be reassigned, without the express written consent of both parties.

B. The Airport Executive Director, or his designee, shall be the principal representative of the Authority for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

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

SOUTHERN CALIFORNIA LOGISTICS AIRPORT
AUTHORITY, a California joint powers authority

Date: _____

By: _____
Airport Authority Chairman

(SEAL)

By: _____
Airport Authority Secretary

APPROVED AS TO FORM:
GREEN, DE BORTNOWSKY & QUINTANILLA, LLP,

Authority Counsel

JIM WORSHAM, an Individual

Date: _____

By: _____

EXHIBIT "A"

**CERTIFICATE OF EXEMPTION
FROM WORKERS COMPENSATION INSURANCE**

**VICTORVILLE REDEVELOPMENT AGENCY
AGENDA**

REGULAR MEETING
MARCH 17, 2009
7:00 P.M.

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

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

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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

CONSENT CALENDAR

3. REQUEST TO APPROVE THE MINUTES FROM THE MEETING HELD DECEMBER 16, 2008

WRITTEN COMMUNICATIONS

4. REQUEST TO RATIFY THE FOLLOWING DOCUMENTS RELATIVE TO THE DR. PEPPER/SEVEN UP, INC. OPA: 1) ASSIGNMENT AND ASSUMPTION FROM DR. PEPPER/SEVEN UP, INC. TO THE AMERICAN BOTTLING COMPANY; 2) FIRST AMENDMENT TO THE OWNER PARTICIPATION AGREEMENT, AND 3) AGREEMENT REGARDING ENFORCEMENT OF OWNER PARTICIPATION AGREEMENT
5. REQUEST TO APPROVE THE "ESTOPPEL AGREEMENT" BETWEEN THE REDEVELOPMENT AGENCY AND BANK OF AMERICA THAT IS AN EXTENSION OF THE AFFORDABLE HOUSING AGREEMENT (AHA) AND APPROVE THE "AGREEMENT FOR DISBURSEMENT OF AGENCY LOAN" BETWEEN THE REDEVELOPMENT AGENCY, BANK OF AMERICA (THE LENDER) AND NATIONAL COMMUNITY RENAISSANCE FOR THE SIGNATURE AT VALLEY CENTER PROJECT

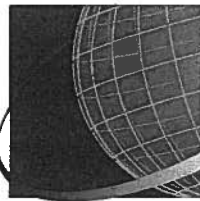
CLOSED SESSION

6. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):
Case: FGFV IV, LLC v. City of Victorville et al. Case No.: ED CV 08-00792
7. CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING, POTENTIAL OR THREATENED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b)

ADJOURNMENT OF MEETING

***ANY WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE CITY COUNCIL REGARDING ANY ITEM ON THIS AGENDA WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE RECEPTIONIST COUNTER AT CITY HALL DURING NORMAL BUSINESS HOURS.



VICTORVILLE
California

AGENDA ITEM

PUBLIC COMMENT

RDA MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 3/9/09

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 ____

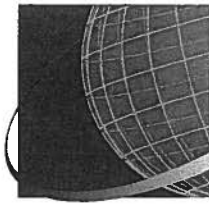
DISCUSSION: State law requires that each agenda of a governing body provide an opportunity for members of the public to address the legislative body on items of interest to the public within the body's subject matter of jurisdiction.

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

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VICTORVILLE
California

AGENDA ITEM

REVISIONS

RDA MEETING OF MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Agency Secretary

DATE: 3/9/09

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

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

CB/dl

Revisions
#2
3-17-09

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**REGULAR MEETING OF THE
VICTORVILLE REDEVELOPMENT AGENCY
DECEMBER 16, 2008**

The regular meeting of the Victorville Redevelopment Agency was called to order by Chairman Cabriales at 7:00 p.m. in City Council Chambers, Victorville City Hall, 14343 Civic Drive; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Bishop Myrthie Hazel from the Greater Victory World Outreach followed by the Pledge of Allegiance, which was led by Victorville Police Captain Taylor.

ROLL CALL

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

LATE: None

ABSENT: None

Also present were Doug Robertson, Deputy City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, City Attorney; Dave Leef, Fire Chief; Sid Hultquist, SBC/City Fire Chief; Jon Gargan, Director of Community Services; Amer Jakher, Director of Public Works; James Berryhill, Deputy Director of Public Works; Reggie Lamson, Director of the Water District; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Sophie Gates, Assistant Director of EDD; Diana Ramirez, Director of Human Resources; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; John Sullivan, Director of Finance; Chris Borchert, Assistant Director of Development; Jorge Duran, Code Enforcement and Mark Taylor, Victorville Police Captain

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There was no public comment.

REVISIONS TO AGENDA

PRESENTATION OF REVISIONS TO AGENDA

There were no revisions to the agenda.

CONSENT CALENDAR

REQUEST TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:

It was moved by Board Member Almond, seconded by Board Member Rothschild to approve the following minutes:

- A.** REGULAR MEETING HELD OCTOBER 7, 2008
- B.** REGULAR MEETING HELD OCTOBER 21, 2008
- C.** REGULAR MEETING HELD NOVEMBER 4, 2008
- D.** REGULAR MEETING HELD NOVEMBER 18, 2008

Motion carried with Board Member McEachron abstaining.

WRITTEN COMMUNICATIONS

REQUEST TO APPROVE THE AGREEMENT REGARDING ENFORCEMENT OF OWNER PARTICIPATION AGREEMENT (OPA) BY AND AMONG THE VICTORVILLE REDEVELOPMENT AGENCY, THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY AND STIRLING CAPITAL PROPERTIES, LLC

It was moved by Board Member McEachron, seconded by Board Member Almond to approve the agreement regarding enforcement of Owner Participation Agreement (OPA) by and among the Victorville Redevelopment Agency, the Southern California Logistics Airport Authority and Stirling Capital Properties, LLC; motion carried unanimously.

ELECTION OF CHAIRMAN AND VICE CHAIRMAN – BOARD OF DIRECTORS OF THE VICTORVILLE REDEVELOPMENT AGENCY

It was moved by Board Member Rothschild, seconded by Board Member Almond to appoint Board Member Cabriaes as Chairman and Board Member Rothschild as Vice Chairman of RDA; motion carried unanimously.

CLOSED SESSION

CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property Location: Property on Civic Drive – APN 0395-361-33
City Negotiators: RDA / Watts Automotive Group – Victorville Motors
Under Negotiation: Acquisition, price, and terms of payment

RECESS TO CLOSED SESSION

The meeting recessed at 8:35 p.m. and reconvened at 10:25 p.m. City Attorney de Bortnowsky announced that the Board agreed to enter into an agreement with Victorville Motors for \$200,000 line of secured credit.

ADJOURNMENT OF MEETING

ADJOURNMENT

There being no further business to come before the Agency, Chairman Cabriaes adjourned the meeting at 10:30 p.m.

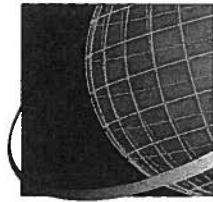
CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

AGENCY SECRETARY

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VICTORVILLE
California

AGENDA ITEM

WRITTEN COMMUNICATIONS

**VICTORVILLE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS MEETING OF: MARCH 17, 2009**

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: March 5, 2009

ATTACHED: None

SUBJECT: Dr Pepper/Seven Up, Inc. Owner Participation Agreement (OPA) –
Supplemental Documents

RECOMMENDATION: That Your Honorable Board of Directors ratifies the following documents relative to the Dr Pepper/Seven Up, Inc. OPA: ⁽¹⁾ Assignment and Assumption from Dr Pepper/Seven Up, Inc. to The American Bottling Company, ⁽²⁾ First Amendment to the Owner Participation Agreement, and ⁽³⁾ Agreement Regarding Enforcement of Owner Participation Agreement

FISCAL IMPACT: None

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

☒ No
☐ Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: On June 17, 2008, Your Honorable Board of Directors approved an Owner Participation Agreement with Dr Pepper/Seven Up, Inc. to facilitate the development of a ±850,000 square foot beverage manufacturing and distribution facility on property located at Southern California Logistics Airport. Staff is requesting ratification of the attached documents which were drafted as a result of issues that arose in the final stages prior to the land purchase escrow closing.

The Assignment and Assumption Agreement very generally allows for the assignment of the obligations under the OPA from Dr Pepper/Seven Up, Inc. to a wholly-owned

subsidiary, The American Bottling Company. The First Amendment to the OPA was drafted to amend certain portions of the agreement relative to changes made to the Ground Lease established in the OPA, which involves approximately 4 acres of SCLAA property that will be initially leased to Dr Pepper, then transferred in fee at a later date. Finally, the Agreement Regarding Enforcement of Owner Participation Agreement was originally approved on December 16, 2008, by both the SCLAA and RDA Boards. This agreement reconciles the OPA with Stirling Capital's development agreements with SCLAA; however, the document was also modified to reflect changes in the Ground Lease. Altogether, the general deal points agreed to in the original OPA remain unchanged. These documents are being presented to the Board for ratification of the changes.

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

Attachments:

Assignment and Assumption Agreement

First Amendment to the Owner Participation Agreement

Agreement Regarding Enforcement of Owner Participation Agreement

ASSIGNMENT AND ASSUMPTION

Dr. Pepper/Seven Up, Inc., a Delaware corporation (a subsidiary of Dr Pepper Snapple Group, Inc., a Delaware corporation) ("Assignor") hereby assigns to The American Bottling Company, a Delaware corporation ("Assignee") all of Assignor's rights under (i) that certain Owner Participation Agreement dated as of August 21, 2008, by and between the Victorville Redevelopment Agency, a California redevelopment agency duly organized and existing pursuant to the Community Redevelopment Law of the State of California and Assignor (the "OPA"); and (ii) all other documents in which Assignor is a party with respect to the purchase of the real property described therein.

Assignee hereby accepts the foregoing assignment and agrees to perform the obligations of Assignor under the OPA.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption of Purchase Agreement as of the 20th day of February, 2009.

ASSIGNOR:

DR PEPPER/SEVEN UP, INC.,
a Delaware corporation (a subsidiary of Dr
Pepper Snapple Group, Inc., a Delaware
corporation)

By: [Signature]
Name: WILLIAM M. NELSON
Its: V.P.

ASSIGNEE:

THE AMERICAN BOTTLING COMPANY,
a Delaware corporation

By: [Signature]
Name: WILLIAM M. NELSON
Its: V.P.

FIRST AMENDMENT TO OWNER PARTICIPATION AGREEMENT

THIS FIRST AMENDMENT TO OWNER PARTICIPATION AGREEMENT ("Amendment") is entered into this 23rd day of February, 2009, by and between VICTORVILLE REDEVELOPMENT AGENCY, a California redevelopment agency duly organized and existing pursuant to the Community Redevelopment Law of the State of California (hereinafter referred to as the "Agency") and THE AMERICAN BOTTLING COMPANY, a Delaware corporation (hereinafter referred to as "Participant"), as successor-in-interest to DR PEPPER/SEVEN UP, INC., a Delaware corporation and a subsidiary of Dr Pepper Snapple Group, Inc., a Delaware corporation.

RECITALS

A. Agency and Dr Pepper/Seven Up, Inc. entered into that certain Victorville Redevelopment Agency Owner Participation Agreement (Dr Pepper/Seven Up, Inc. Project) (the "Agreement") as of August 21, 2008.

B. Dr Pepper/Seven Up, Inc. has assigned, and Participant has assumed, all of the rights, interests and obligations of Dr Pepper/Seven Up, Inc. pursuant to the Agreement.

C. Exhibit "H" to the Agreement is a Ground Lease contemplated to be entered into between Agency, as Lessor, and Participant, as Lessee (the "Ground Lease").

D. Agency and Participant desire to amend Sections 3, 4 and 10 of the Ground Lease as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agency and Participant hereby agree as follows:

1. Agency hereby consents to the assignment of the Agreement to Participant from Dr Pepper/Seven Up, Inc.

2. Section 3 (a). Section 3(a) of the Ground Lease is hereby deleted in its entirety and is replaced with the following:

"3. Term; Purchase of Leased Premises.

"(a) The term of this Lease shall be twenty-five (25) years (the "Term") commencing on the date hereof (the "Lease Commencement Date") and terminating on the last day of the month in which the 25th anniversary of the Lease Commencement Date occurs (the "Termination Date"). This Lease shall automatically renew for three (3) additional terms of twenty-four (24) years each (individually a "Subsequent Term" and collectively the "Subsequent Terms"), unless otherwise agreed to by Lessor and Lessee in writing prior to the expiration of the Term or any Subsequent Term."

3. Section 4. Section 4 of the Ground Lease is hereby deleted in its entirety and is replaced with the following:

“4. Deposit. At the commencement of the Term, Lessee shall pay into an interest bearing escrow account held by Fidelity National Title Company a deposit for the Leased Premises in an amount equal to the Leased Premises Purchase Price (the “Deposit”). Four Hundred Twenty-Five Thousand Dollars (\$425,000) of the Deposit (the “Released Amount”) shall be immediately released to Lessor. Notwithstanding the foregoing, for each business day prior to March 3, 2009 that the Closing occurs (as defined and set forth in that certain Amendment No. 5 to Purchase Agreement and Escrow Instructions made as of February __, 2009 by and between Stirling Capital Properties, LLC and Lessee) the Released Amount shall be increased in the amount of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$8,333.33), provided that in no event shall the total amount of increase in the Released Amount pursuant to this sentence exceed the sum of Seventy-Five Thousand Dollars (\$75,000). The remainder of the Deposit (the “Retained Amount”) shall remain in escrow until such time as the Leased Premises are actually conveyed in fee simple to Lessee, subject only to Permitted Title Exceptions. Notwithstanding anything to the contrary contained in this Lease, (a) with the exception of the Deposit, no other payments of any nature whatsoever shall be payable by Lessee to Lessor, (b) in no event shall the Retained Amount be paid to Lessor unless and until such time as the Leased Premises are actually conveyed in fee simple to Lessee, subject only to Permitted Title Exceptions, and (c) if this Lease is terminated or expires for any reason without the Leased Premises being conveyed in fee simple (subject only to the Permitted Title Exceptions) to Lessee, then the Retained Amount, together with all interest earned thereon, shall be refunded to Lessee. Notwithstanding anything to the contrary contained above, Fidelity National Title Company shall immediately following the recordation of the Memorandum of Lease and Purchase Option between Lessor and Lessee of even date herewith release from the Deposit to Lessor the Released Amount.”

4. Section 10 of the Ground Lease is hereby deleted in its entirety and is replaced with the following:

“10. Compliance With Air Force and FAA Requirements. Lessee and Lessor acknowledge and agree that the Leased Premises during the Term and any Subsequent Term shall be subject to certain Air Force and FAA covenants and regulations pertaining to the Leased Premises as more fully described in the Airport Deed provided; however, Lessor acknowledges and agrees that (a) Lessee is not able to make use of the Leased Premises for its intended purpose if the Lessee’s use thereof is subject to such covenants and regulations contained in the Airport Deed, (b) Lessee is not willing to enter into this Lease, accept the Leased Premises or pay all or any portion of the Leased Premises Purchase Price if the Airport Deed has the effect of limiting or restricting Lessee’s use, development or

operation of the Leased Premises, and (c) Lessee would not proceed with this transaction unless it received adequate assurances from Lessor to protect Lessee against any enforcement of the Airport Deed or impairment of Lessee's use, development or operation of the Leased Premises as a result of the Airport Deed. Accordingly, notwithstanding anything to the contrary contained in this Lease or in the Airport Deed, Lessor hereby indemnifies and agrees to hold Lessee harmless from, and to defend Lessee and its officers, employees, agents and contractors against, any and all claims of liability, and from and against all costs, attorney's fees, expenses and liability incurred as a result of any claim or any action or proceeding brought by the FAA and/or the Air Force (or their successors or assigns) arising out of any violation or breach of such covenants and regulations other than to the extent that such violations are attributable to Lessee constructing any permanent structures on the Leased Premises in violation of any applicable FAA Regulations. The indemnification provisions contained herein shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination."

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

6. Full Force and Effect. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

VICTORVILLE REDEVELOPMENT AGENCY

By: Sophie Gates
Sophie Gates
Assistant Director of Redevelopment

Attest:

Carolee Bates
Carolee Bates, Agency Secretary

Approved as to Form:

Andre de Bortnowsky, Agency Counsel

VICTORVILLE REDEVELOPMENT AGENCY
RISK MANAGER

By: _____

Name: _____

Dated: _____

operation of the Leased Premises, and (c) Lessee would not proceed with this transaction unless it received adequate assurances from Lessor to protect Lessee against any enforcement of the Airport Deed or impairment of Lessee's use, development or operation of the Leased Premises as a result of the Airport Deed. Accordingly, notwithstanding anything to the contrary contained in this Lease or in the Airport Deed, Lessor hereby indemnifies and agrees to hold Lessee harmless from, and to defend Lessee and its officers, employees, agents and contractors against, any and all claims of liability, and from and against all costs, attorney's fees, expenses and liability incurred as a result of any claim or any action or proceeding brought by the FAA and/or the Air Force (or their successors or assigns) arising out of any violation or breach of such covenants and regulations other than to the extent that such violations are attributable to Lessee constructing any permanent structures on the Leased Premises in violation of any applicable FAA Regulations. The indemnification provisions contained herein shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination."

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6. Full Force and Effect. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

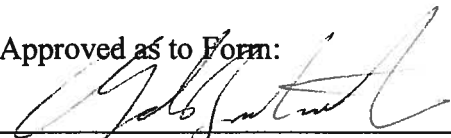
VICTORVILLE REDEVELOPMENT AGENCY

By: _____
Sophie Gates
Assistant Director of Redevelopment

Attest:

Carolee Bates, Agency Secretary

Approved as to Form:



Andre de Bortnowsky, Agency Counsel

VICTORVILLE REDEVELOPMENT AGENCY
RISK MANAGER

By: _____
Name: _____

Dated: _____

operation of the Leased Premises, and (c) Lessee would not proceed with this transaction unless it received adequate assurances from Lessor to protect Lessee against any enforcement of the Airport Deed or impairment of Lessee's use, development or operation of the Leased Premises as a result of the Airport Deed. Accordingly, notwithstanding anything to the contrary contained in this Lease or in the Airport Deed, Lessor hereby indemnifies and agrees to hold Lessee harmless from, and to defend Lessee and its officers, employees, agents and contractors against, any and all claims of liability, and from and against all costs, attorney's fees, expenses and liability incurred as a result of any claim or any action or proceeding brought by the FAA and/or the Air Force (or their successors or assigns) arising out of any violation or breach of such covenants and regulations other than to the extent that such violations are attributable to Lessee constructing any permanent structures on the Leased Premises in violation of any applicable FAA Regulations. The indemnification provisions contained herein shall survive the termination of this Lease with respect to any claim or liability occurring prior to such termination."

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

6. Full Force and Effect. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

VICTORVILLE REDEVELOPMENT AGENCY

By: _____
Sophie Gates
Assistant Director of Redevelopment

Attest:

Carolee Bates, Agency Secretary

Approved as to Form:

Andre de Bortnowsky, Agency Counsel

VICTORVILLE REDEVELOPMENT AGENCY
RISK MANAGER

By: 
Name: CHUCK BUQUET

Dated: 2/23/09

State of California)
County of San Bernardino

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Feb 23, 2009 before me, K. Holland Notary Public,
(here insert name and title of the officer)

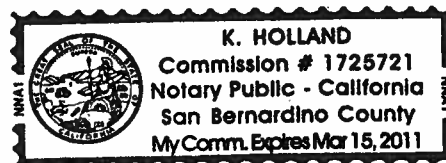
personally appeared Sophie Gates

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Holland



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of First Amendment TO
Owner Participation Agreement,
containing 5 pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

THE AMERICAN BOTTLING COMPANY, a
Delaware corporation

By: _____
Its: _____

**AGREEMENT REGARDING ENFORCEMENT OF
OWNER PARTICIPATION AGREEMENT**

THIS AGREEMENT REGARDING ENFORCEMENT OF OWNER PARTICIPATION AGREEMENT (this "Agreement") is made and entered into as of Feb. 23, 2009, by and among the VICTORVILLE REDEVELOPMENT AGENCY, a California redevelopment agency duly organized and existing pursuant to the Community Redevelopment Law of the State of California ("VRA"), the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY ("SCLAA"), and STIRLING CAPITAL PROPERTIES, LLC, a Delaware limited liability company ("Stirling"). VRA and SCLAA are sometimes collectively referred to herein as the "Authority."

RECITALS

A. SCLAA and Stirling Airports International, LLC ("SAI"), a California limited liability company, and an affiliate of Stirling, are parties to that certain Third Amended and Restated Master Agreement dated as of October 18, 2006 (as the same may have been or may hereafter be amended or modified from time to time in accordance with its terms, the "Master Development Agreement") pursuant to which SCLAA and SAI agreed to jointly cooperate in causing the successful development of the former George Air Force Base, which Master Development Agreement was assigned to Stirling Capital Investments, LLC, a Delaware limited liability company ("Developer"), and an affiliate of Stirling, through that certain Assignment and Assumption Agreement of Third Amended and Restated Master Agreement by and among SCLAA, SAI and Developer dated October 18, 2006.

B. SCLAA and Developer are parties to that certain Disposition and Development Agreement dated October 18, 2006 (as the same may have been or may hereafter be amended or modified from time to time in accordance with its terms, the "DDA"), pursuant to which the Developer acquired certain property from SCLAA and the Developer and SCLAA provided for the development of such property in a manner consistent with the Redevelopment Plan (as defined in the DDA) for the former George Air Force Base.

C. Stirling and Dr Pepper/Seven Up, Inc., a Delaware corporation ("Dr Pepper"), have entered into that certain Purchase Agreement and Escrow Instructions dated as of July 25, 2008 (as amended, the "Purchase Agreement"), pursuant to which Stirling agreed to sell approximately fifty-five (55) acres known as a portion of Parcel 43 (the "Sale Property") to Dr Pepper and Dr Pepper agreed to purchase the Sale Property from Stirling.

D. Dr Pepper has assigned, and The American Bottling Company, a Delaware corporation ("Buyer"), has assumed, all of the rights, interests and obligations of Dr Pepper pursuant to the Purchase Agreement.

E. In connection with the closing under the Purchase Agreement, Dr Pepper and VRA have entered into that certain Owner Participation Agreement dated August 21, 2008 in the form attached hereto as Exhibit A (the "Original OPA"), and Buyer and VRA will enter into that certain First Amendment to Owner Participation Agreement in the form attached hereto as Exhibit B (the "OPA Amendment", and together with the Original OPA, the "OPA"), pursuant

to which Buyer will agree to develop the Sale Property in accordance with certain standards set forth therein. At the request of Dr Pepper and Buyer and in reliance on the Authority's agreement to enter into the Original OPA, the OPA Amendment and this Agreement, Stirling has agreed to waive the requirement that Dr Pepper and Buyer allow Stirling to encumber the Sale Property with certain conditions, covenants and restrictions by means of a Special Land Use Restriction Agreement.

F. Buyer is leasing, and desires to acquire fee simple title to, certain property owned by SCLAA and adjacent to the Sale Property (the "Leased Property") and construct certain improvements thereon in connection with its construction of certain improvements on the Sale Property. The Leased Property and the Sale Property are referred to herein, collectively, as the "Property."

G. Due to certain laws and regulations applicable to the Leased Property, SCLAA cannot convey fee title to the Leased Property to Buyer or Developer concurrently with the conveyance of the Sale Property by Stirling to Buyer. As a result, in connection with the conveyance of the Sale Property by Stirling to Buyer, Buyer and SCLAA will enter into that certain Ground Lease Agreement in the form attached to the Original OPA, as amended by the OPA Amendment (the "Ground Lease"), pursuant to which SCLAA will lease the Leased Property to Buyer.

H. Stirling and the Authority desire to enter into this Agreement to govern the enforcement of the OPA and the Ground Lease and the relative rights of Stirling and the Authority with respect to the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Stirling and the Authority agree as follows:

1. Capitalized Terms. All capitalized terms used in this Agreement and not otherwise defined or modified herein shall have the meanings assigned to such terms in the OPA.

2. Conveyance of the Leased Property. Pursuant to the terms of the OPA and the Ground Lease, Buyer shall deposit into escrow an amount equal to Four Dollars (\$4.00) per square foot of gross land area within the Leased Property (the "Leased Property Purchase Price"). The Leased Property Purchase Price has been established to reflect the purchase price being charged by Stirling to Buyer for the Leased Property. Immediately upon deposit of the Leased Property Purchase Price into escrow, VRA and SCLAA shall cause a minimum of Four Hundred Twenty-Five Thousand Dollars (\$425,000) of the Leased Property Purchase Price (the "Released Amount") to be released to Stirling. Notwithstanding the foregoing, for each business day prior to March 3, 2009 that the Closing occurs (as defined and set forth in the Purchase Agreement), the Released Amount shall be increased in the amount of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$8,333.33), provided that in no event shall the total amount of increase to the Released Amount pursuant to this sentence exceed the sum of Seventy-Five Thousand Dollars (\$75,000). The remainder of the Leased Property Purchase Price (the "Retained Amount") shall be retained in escrow. At such time as SCLAA is able to convey

fee simple title to the Leased Property, SCLAA shall convey the Leased Property to Buyer and escrow shall release to SCLAA twenty-two and 63/100 percent (22.63%) of the Leased Property Purchase Price as payment pursuant to Sections 2.02 and 2.03 of the Master Development Agreement, with the remainder of the Retained Amount being released to Stirling, together with all interest earned thereon. SCLAA and Developer acknowledge and agree that the payment of the Leased Property Purchase Price as set forth above is consistent with the terms and conditions of Sections 2.02 and 2.03 of the Master Developer Agreement.

3. Assessed Value Payment. In the event that the development of the Phase 1 Parcels (as defined in the DDA) fails to reach an assessed valuation of at least Eighty-One Million Dollars (\$81,000,000) (as determined by the San Bernardino County Tax Assessor) within ten (10) years following the date of issuance of the final Certificate of Occupancy for the Phase 1 Parcels (as defined in the DDA), Section 5.01 of the DDA requires the Developer to pay (the "Developer Assessed Value Payment") to SCLAA at the end of such year an in lieu tax payment equal to the difference between the amount of taxes actually received from the Parcels (as defined in the DDA) during such year and the amount that would have been received by SCLAA had the assessed value of the Parcels (as defined in the DDA) been Eighty-One Million Dollars (\$81,000,000). In the event that Buyer fails to complete construction on eighty percent (80%) of the Project within fourteen (14) months following commencement of construction, then Buyer shall pay (the "Buyer Assessed Value Payment") to the Authority the difference between (a) the property taxes and assessments which would have been assessed on the Sale Property if the Sale Property had been assessed at Eighty Million Dollars (\$80,000,000) and (b) the property taxes and assessments which are actually assessed on the Sale Property, as more particularly set forth in the OPA. Further, Section 6 of the OPA provides that if the Sale Property is not assessed at or above One Hundred Million Dollars (\$100,000,000) (the "Minimum Assessed Value") at any time during the ten (10) year period following either (i) issuance of a Certificate of Occupancy, Certificate of Completion or other evidence of completion for the improvements on the Sale Property or (ii) the commencement of Buyer's obligation to pay the Buyer Assessed Value Payment in accordance with the foregoing sentence, Buyer shall pay the difference between (a) the property taxes and assessments which would have been assessed on the Sale Property if the Sale Property had been assessed at the Minimum Assessed Value and (b) the property taxes and assessments which are actually assessed on the Sale Property, as more particularly set forth in the OPA. The Authority hereby acknowledges and agrees that, as a result of such agreements by Buyer in the OPA (x) Developer's obligation to make the Developer Assessed Value Payment is deemed satisfied, (y) the Developer shall have no further obligation to make the Developer Assessed Value Payment and (z) the second and third paragraphs of Section 5.01 of the DDA shall be deemed deleted and of no further force or effect.

4. Consent Rights. The Authority acknowledges that Stirling should have certain consent and approval rights with respect to certain actions to be taken relating to the Property, as such actions may relate to Stirling's rights and obligations under the DDA and the Master Development Agreement (including, without limitation, the overall development). The Authority agrees that it will not take any actions with respect to the OPA or the Ground Lease that would materially affect Stirling's interests in the Property, or Stirling's rights and obligations under the DDA and the Master Development Agreement (including, without limitation, matters affecting the overall development), without the express prior written consent of Stirling. The Authority shall notify Stirling in writing in advance of any such proposed action.

Any such action shall be deemed approved by Stirling unless disapproved in writing within three (3) business days following Stirling's receipt of such notice pursuant to this Section 4, subject to any written extension or shortening of such time period as may be signed by both the Authority and Stirling.

5. Enforcement of Remedies. The Authority hereby agrees to use reasonable efforts to enforce any and all obligations of Buyer under the OPA and the Ground Lease. In the event that Stirling or the Authority determines that Buyer has breached the OPA or the Ground Lease, the Authority shall, upon demand by Stirling, diligently exercise all of its rights and remedies pursuant to the OPA and/or the Ground Lease, as applicable, provided that any such actions taken by the Authority are approved by the SCLAA Board or the VRA Board, as applicable. In the event the Authority, the SCLAA Board, or the VRA Board fails to diligently exercise all of its rights and remedies (including, without limitation, its right to purchase the Sale Property as set forth in Section 6 below) available under the OPA and/or the Ground Lease, as applicable, the Authority, the SCLAA Board and/or the VRA Board, as applicable, shall assign all of its rights and remedies with respect to the OPA and/or Ground Lease, as applicable, to Stirling. In such event, Stirling shall indemnify, defend, and hold harmless the Authority, its officers, employees, agents and representatives, and their respective successors and assigns from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to reasonable attorneys' fees and costs) incurred, suffered, or claimed against the Authority arising out of Stirling's exercise of the rights and remedies available under the OPA and/or Ground Lease, as applicable, pursuant to this Section 5.

6. Right of Repurchase. Pursuant to the terms of the OPA, the Authority has the right to purchase the Sale Property, together with all improvements thereon, from Buyer in the event that Buyer materially breaches certain of its obligations pursuant to the OPA, all as more particularly set forth in the OPA. As set forth in Section 5 above, the Authority shall, upon demand by Stirling, and subject to approval of the VRA and SCLAA Boards, diligently exercise such purchase right after a breach by Buyer pursuant to Section 4, 5 or 10(b) of the OPA. In the event that the Authority purchases the Sale Property from Buyer, then Stirling shall have the right to acquire the Sale Property from the Authority for an amount equal to the purchase price set forth in Section 10(f) of the OPA. The provisions of Sections 2.04 through 2.06, 2.09 through 2.12 and 2.14 of the DDA shall apply to the conveyance of the Sale Property by the Authority to Stirling. Notwithstanding the foregoing or anything to the contrary in the DDA, such conveyance by the Authority to Stirling of fee title to the Sale Property shall (a) be subject only to those exceptions to title existing as of the date that Stirling conveys fee title to the Sale Property to Buyer and (b) occur no later than sixty (60) days following the conveyance by Buyer to the Authority of fee title to the Sale Property.

7. Notices. Concurrently with the delivery of any notices to Buyer pursuant to the OPA or the Ground Lease, the Authority shall deliver copies of such notices to Stirling. In addition, the Authority shall promptly deliver to Stirling copies of all notices received by the Authority from Buyer pursuant or relating to the OPA or the Ground Lease.

8. Miscellaneous.

a. Cooperation. Each party hereto agrees to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction herein contemplated.

b. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall, upon execution of identical counterparts by each party, be deemed an original, but all of which shall constitute one and the same agreement.

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

d. Attorneys' Fees. If either party brings an action at law or other proceeding against the other to enforce or contest any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or to obtain a declaration of the rights or responsibilities of any party, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its costs and attorneys' fees.

e. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

f. Entire Agreement. This Agreement, and such other documents as are contemplated hereunder, constitute the entire agreement of the parties in respect of the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the parties.

g. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement.

h. Construction. The parties acknowledge that each party and its counsel have reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[Signature pages follow]

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

"VRA"

VICTORVILLE REDEVELOPMENT AGENCY



Agency Assistant Executive Director

Attest:

Approved as to Form:



Carolee Bates, Agency Secretary

Andre de Bortnowsky,
Agency Counsel

Victorville Redevelopment Agency Risk Manager

Chuck Buquet

Dated: _____

Signatures continue next page

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

"VRA"


VICTORVILLE REDEVELOPMENT AGENCY

Agency Assistant Executive Director

Attest:

Approved as to Form:

Carolee Bates, Agency Secretary



~~Andre de Bortnowsky~~ Charles R. Green
~~Agency Counsel~~ , Deputy Agency Counsel

Victorville Redevelopment Agency Risk Manager

Chuck Buquet

Dated: _____

Signatures continue next page

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

“VRA”

VICTORVILLE REDEVELOPMENT AGENCY

Agency Chairman

Attest:

Approved as to Form:

Carolee Bates, Agency Secretary

Andre de Bortnowsky,
Agency Counsel

Victorville Redevelopment Agency Risk Manager

Chuck Buquet



Dated: _____

2/23/09

Signatures continue next page

"SCLAA"

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

By: James L. Cox
Its: Executive Director

ATTEST:

By: Carolee Bates
Carolee Bates, Authority Secretary

APPROVED AS TO FORM:

By: _____
Charles R. Green,
Deputy Authority Counsel

AUTHORITY RISK MANAGER:

By: _____
Chuck Buquet
Dated: _____

Signatures continue next page

"SCLAA"


SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

By: _____
Its: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Carolee Bates, Authority Secretary

By:  _____
Charles R. Green,
Deputy Authority Counsel

AUTHORITY RISK MANAGER:

By: _____
Chuck Buquet
Dated: _____

Signatures continue next page

"SCLAA"

SOUTHERN CALIFORNIA LOGISTICS
AIRPORT AUTHORITY

By: _____
Its: _____


ATTEST:

APPROVED AS TO FORM:

By: _____
Carolee Bates, Authority Secretary

By: _____
Charles R. Green,
Deputy Authority Counsel

AUTHORITY RISK MANAGER:

By:  _____
Chuck Buquet
Dated: 2/23/09

Signatures continue next page

STIRLING:

STIRLING CAPITAL PROPERTIES, LLC, a
Delaware limited liability company

By: Stirling Airports International, LLC, a
California limited liability company

By: Stirling Enterprises, LLC, a California
limited liability company

By: _____
Chris A. Downey, Director

By: _____
Dougall Agan, Director

By: DCT Leasing, Inc., a Delaware corporation

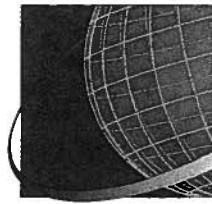
By: _____
Matthew Murphy,
Vice President Finance

Exhibit A
Original OPA

[See attached.]

Exhibit B
OPA Amendment

[See attached.]



VICTORVILLE
California

AGENDA ITEM

REDEVELOPMENT BOARD MEETING OF: MARCH 17, 2009

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: March 9, 2009

ATTACHED: None

SUBJECT: THE SIGNATURE AT VALLEY CENTER

RECOMMENDATION: That Your Honorable Board of Directors approve the "Estoppel Agreement" between the Redevelopment Agency and Bank of America that is an extension of the Affordable Housing Agreement (AHA) and approve the "Agreement for Disbursement of Agency Loan" between the Redevelopment Agency, Bank of America (the Lender) and National Community Renaissance for The Signature at Valley Center project.

FISCAL IMPACT: NONE

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--
Additional Appropriation:

☒ No
☐ Yes/\$ Amt.:

Finance Director Review and Approval_____

DISCUSSION:

National Community Renaissance of California is the successor company to Southern California Housing Development Corporation of which we had previously worked with in developing the 100-unit Impressions at Valley Center apartment community generally located at the northwest corner of Midtown Drive and Civic Drive. The agreements previously drafted for approval by this Board expand our partnership in providing affordable housing to meet the Redevelopment Agency's state mandated inclusionary housing requirements.

On December 18, 2007, the Redevelopment Board approved the Affordable Housing Agreement (AHA) between National Community Renaissance and the Agency to develop 128 moderate income units. A moderate income household is one whose income does not exceed 120% of the area's median income.

The project is currently expected to close its construction loan on or about March 18, 2009 and start construction within 30 days after closing (April 2009). Staff expects construction to be completed within 24 months on or about May 2011. The development will offer one bedroom, two bedroom and three bedroom floor plans that are designed and constructed to the highest of standards for apartment communities. Unit sizes will range from 860 square feet for a one bedroom, 1,150 square feet for a two bedroom, and 1,340 square feet for a three bedroom which are among the largest floor plans for an apartment community in the City of Victorville. Facilitating this development the Agency committed to being a subordinate lender, lending \$21,250,000 to make up a part of the capital structure. The remaining piece of the capital structure should come from a \$9,350,000 conventional loan from Bank of America.

Estoppel Agreement

The AHA contemplates that a portion of the construction costs for the project will be obtained through a private lending institution. As previously stated, the Developer anticipates receiving a \$9,350,000 conventional loan from Bank of America. The attached Estoppel Agreement contemplates the continued force and effect of the AHA in the event of a foreclosure and subsequent transfer of the property prior to completion of construction on the project. Through the Estoppel Agreement, the Agency agrees to be bound by the terms and conditions of the AHA that in the event of such a transfer when the transferee elects to complete construction on the project. The Estoppel Agreement is a prerequisite to closing on the conventional loan from Bank of America.

Agreement for Disbursement of Agency Loan

Pursuant to the AHA, the Agency was to disburse large sum increments for the construction and as a function of its construction loan. However, due to the current economic down turn, the City would like to release funds only as necessary based on a project base rather than the stated sums. The proposed construction disbursements under this agreement will call for a release of funding based on monthly project progress. This change provides the Agency with better control over its management of cash.

The approval of this agreement will supersede the proposed disbursements previously approved in the AHA by the Board on December 18, 2007.

Staff recommends approval of the attached agreements subject to minor revisions. Staff remains available for any questions or comments.

KCM:tt

Attachments: Estoppel Agreement
Agreement for Disbursement of Agency Funds

ESTOPPEL AGREEMENT

THIS ESTOPPEL AGREEMENT ("Agreement"), dated as of March __, 2009, is made and entered into by and among the VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), SGNTR VC, LLC, a California limited liability company ("Developer"), and BANK OF AMERICA, N.A., a national banking association ("Lender").

RECITALS

A. The Agency and National Community Renaissance of California, a California nonprofit public benefit corporation ("National CORE"), entered into that certain Affordable Housing Agreement dated as of February 18, 2008 (the "AHA"), with respect to certain real property described in Exhibit A attached hereto (the "Property"). Pursuant to that certain Assignment, Assumption and Consent, dated as of January __, 2009, and entered into by and among the Agency, National CORE and Developer (the "Assignment"), (i) National CORE assigned, conveyed and transferred to Developer all of National CORE's right, title and interest in and to the "Assigned Matters" (as defined in the Assignment), (ii) Developer accepted the assignment and assumed the responsibility of performing any and all of the duties and obligations of National CORE under and/or relating to any and all of the Assigned Matters, and (iii) the Agency consented to such assignment and assumption.

B. Developer and Lender have entered into that certain Construction Loan Agreement, dated as of March __, 2009 (the "Loan Agreement"), pursuant to which (i) Lender has agreed to provide a loan (the "Construction Loan") to Developer in the original principal amount of \$9,350,000 to finance certain costs related to the construction and development of improvements on the Property, and (ii) Lender has agreed to provide a loan to Developer (the "Permanent Loan") in the original principal amount of \$9,350,000 (the Construction Loan and the Permanent Loan are collectively referred to in this Agreement as the "Loans").

C. Developer's obligation to repay the Construction Loan is evidenced by that certain Promissory Note dated March __, 2009 (the "Note"), in the principal amount of the Construction Loan, and Developer's obligation to repay the Permanent Loan is evidenced by that certain Promissory Note (Term Only) dated March __, 2009 (the "Permanent Note"), in the principal amount of the Permanent Loan (the Note and the Permanent Note are collectively referred to in this Agreement as the "Notes").

D. The Construction Loan is secured by, among other things, that certain Construction Deed of Trust, Assignment, Security Agreement and Fixture Filing, dated as of March __, 2009, executed by Developer as trustor and naming Lender as beneficiary (the "Construction Deed of Trust"). The Permanent Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of March __, 2009, executed by Developer as trustor and naming Lender as beneficiary (the "Permanent Deed of Trust"). The Construction Deed of Trust and the Permanent Deed of Trust are each, individually, referred to in this Agreement as a "Deed of Trust", and are collectively referred to in this Agreement as the "Deeds of Trust". The Deeds of Trust encumber the Property.

E. As used in this Agreement, (i) "Foreclosure Transfer" means, with respect to each Deed of Trust, a transfer of the Property pursuant to a foreclosure of such Deed of Trust or pursuant to a transfer by deed-in-lieu of foreclosure, (ii) "Foreclosure Transferee" means the successor owner of the Property (including Lender, if applicable) pursuant to a Foreclosure Transfer, (iii) "Lender Loan Documents" means the Loan Agreement, the Notes, the Deeds of Trust and all other documents defined as "Loan Documents" or "Permanent Loan Documents" in the Loan Agreement, (iv) "Permanent Lender" means Impact C.I.L., LLC, a Delaware limited liability company, and its successors and assigns, (v) "Subsequent Transferee" means any transferee of the Property (other than the Foreclosure Transferee) following a Foreclosure Transfer, and (vi) "Transferees" means, collectively, Foreclosure Transferees and Subsequent Transferees.

F. The Loan Agreement requires the execution and delivery of this Agreement as a condition to the making of the Loans.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the Loans, and with the understanding that Lender will rely upon the following in making the Loans, the Agency, Developer and Lender hereby agree as follows:

1. Status of AHA. The Agency and Developer each hereby represents and warrants to, and agrees with, Lender as follows:

1.1 A true and complete copy of the AHA, together with all amendments, supplements and other modifications to the AHA, is attached hereto as Exhibit "B".

1.2 The AHA is presently in full force and effect and has not been amended or otherwise modified other than by the Assignment.

1.3 The Agency has approved the "Development Plans" as provided in Section 302 of the AHA. The Agency will approve further plans and specifications for the development of improvements on the Property that are logically derived from such Development Plans, so long as the same are consistent with requirements of applicable city codes, laws and regulations.

1.4 No Event of Default (as defined in the AHA) has occurred, and no event that, with the giving of notice or the passage of time, or both, would be an Event of Default under the AHA has occurred and is continuing.

2. Lender/Lender Loan Documents. The Agency hereby approves (i) Lender as the "Construction Lender" under the AHA, (ii) Lender and the Permanent Lender as the "Permanent Lender" under the AHA, and (iii) the Lender Loan Documents pursuant to the terms of the AHA, including, without limitation, Section 212 of the AHA.

3. Transferees. Without limiting any term or provision of the AHA, any Transferee shall have the right, but not the obligation, to (a) assume the rights and obligations of Developer under the AHA, and (b) following any such assumption, develop the Property pursuant to the terms of the AHA. If such Transferee elects to assume such rights and obligations, then such

Transferee shall be bound to perform all of the obligations of Developer under the AHA, and the Agency shall be bound to Transferee to perform all of the obligations of the Agency under the AHA (including, without limitation, the obligation of the Agency, in the event the Agency Loan Balance [as defined in the AHA], is insufficient to pay all required Permanent Funding Phase Disbursements [as defined in the AHA], to lend to the Transferee an amount equal to such insufficiency as provided in Section 202(c) of the AHA). Notwithstanding the foregoing, the Agency agrees to extend the time for performance under the AHA as appropriate to (i) compensate for delays in performance caused by Developer and (ii) permit the Transferee to obtain possession of the Property and proceed with the development of the Property. Following any such assumption, such Transferee shall be liable under the AHA for the performance of the obligations thereunder only to the extent that such obligations arise during the period of time that such Transferee owns fee simple title to the Property.

4. Notice of Default. The Agency agrees to give written notice of the occurrence of any breach or default by Developer under the AHA or under any other document executed pursuant to the AHA to Lender at the following address (or at such other address as Lender provides to the Agency from time to time):

Bank of America, N.A.
Mail Code: CA9-193-11-07
333 South Hope Street, 11th Floor
Los Angeles, CA 90071
Attention: Ms. Andrea Ursillo
Fax Number: 213-621-4829

With a copy to:

Bank of America, N.A.
Loan Administration
Mail Code: CA0-103-04-04
450 B Street, Ste. 450
San Diego, CA 92101-8002
Attention: Loan Administration Manager
Fax Number: (619) 515-5973

5. Further Assurances. Each party to this Agreement shall execute, acknowledge and deliver to each other all other documents, and shall take all actions, reasonably required by any other party from time to time in order to confirm or effectuate the matters set forth in this Agreement or otherwise carry out the purposes of this Agreement.

6. Attorneys' Fees. In the event that any litigation shall be commenced concerning this Agreement, the party prevailing in such litigation shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, as awarded by a court of competent jurisdiction.

7. Miscellaneous. This Agreement shall bind, and shall inure to the benefit of, the successors and assigns of the parties. This Agreement may be executed in counterparts with the same force and effect as if the parties have executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Agreement that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date written above.

"Developer":

SGNTR VC, LLC,
a California limited liability company

By: National Community Renaissance of California,
a California nonprofit public benefit corporation,
its sole manager/member

By: _____

"Lender":

BANK OF AMERICA, N.A.,
a national banking association

By: _____

Name: _____

Its: _____

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

VICTORVILLE REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Agency Chairman

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Agency Counsel

VICTORVILLE REDEVELOPMENT AGENCY
RISK MANAGER

By: _____
Chuck Buquet

AGREEMENT FOR DISBURSEMENT OF AGENCY LOAN

This Agreement for Disbursement of Agency Loan (the "**Agreement**") is dated as of March __, 2009, and is executed among SGNTR VC, LLC, a California limited liability company ("**Borrower**"), VICTORVILLE REDEVELOPMENT AGENCY, a public body, corporate and politic ("**Agency**") and BANK OF AMERICA, N.A. ("**Bank**").

RECITALS

A. Borrower is the owner of the property described in **Exhibit "A"** attached hereto (the "**Property**"), and proposes to construct thereon an affordable rental housing project in accordance with plans and specifications approved by Agency and Bank (the "**Project**").

B. Borrower is obtaining from Bank a construction loan in the original principal amount of up to \$_____ (the "**Construction Loan**"), pursuant to the terms and conditions of a Construction Loan Agreement executed as of even date herewith between Borrower and Bank (the "**Bank Loan Agreement**") and the other instruments and documents described in the Bank Loan Agreement as the "Loan Documents" (collectively, the "**Bank Loan Documents**"). Among the Bank Documents is a Construction Deed of Trust, Assignment, Security Agreement and Fixture Filing (the "**Bank Deed of Trust**") which will constitute a first-priority mortgage lien upon the Project.

C. Pursuant to an Affordable Housing Agreement dated as of February 18, 2008, and executed by Agency and National Community Renaissance of California, a California nonprofit public benefit corporation ("**National CORE**"), Agency agreed to provide a loan to National CORE in the principal amount of up to \$21,250,000 (the "**Agency Loan**"). Borrower is the successor in interest to National CORE in and to the Project and the rights of National CORE in connection with the Affordable Housing Agreement and the Agency Loan. The instruments and documents to be executed in connection with the Agency Loan (collectively, the "**Agency Loan Documents**") include a Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Agency Deed of Trust**"), the lien of which shall be junior and subordinate to the Bank Deed of Trust.

D. Borrower, Agency and Bank wish to enter into this Agreement in order to confirm certain arrangements relating to the disbursement of the Agency Loan.

AGREEMENT

1. Project Budget. Borrower, Agency and Bank acknowledge and agree that (a) the current budget for funding of development of the Project (the "**Project Budget**") is attached to this Agreement as **Exhibit "B"**, and that the current schedule for disbursement of proceeds of the Agency Loan and the Construction Loan (the "**Pro Forma Draw Schedule**") is attached to this Agreement as **Exhibit "C"**. If any of Borrower, Agency or Bank concludes that the Project Budget or the Pro Forma Draw Schedule is inaccurate in any respect, it will promptly notify the others. Thereafter, Borrower, Agency and Bank will meet and attempt in good faith to resolve the discrepancy. No change may be made to the Project Budget or the Pro Forma Draw Schedule without the agreement of Borrower, Agency and Bank.

2. Project Inspections. Borrower, Agency and Bank agree to do the following until completion of construction of the improvements within the Project:

(a) Each of Agency and Bank shall each have the right to inspect the Project independently of the other. However, upon request by either Agency or Bank, each will attempt in good faith to coordinate its inspections with the inspections conducted by the other.

(b) Neither Agency nor Bank are under any duty to visit the Project, or to supervise or observe construction or examine any books or records. Any site visit, observation or examination by Agency or Bank, or their respective inspectors or agents, shall be for the sole purpose of protecting the security of the party conducting the inspection or examination.

(c) The construction inspectors acting for Agency and Bank and representatives of Borrower will meet at least monthly on a mutually scheduled, regularly recurring date (each, a "**Monthly Meeting**"). At the Monthly Meeting, Agency, Bank and Borrower shall discuss the status of construction of the Project, as indicated by construction inspections.

(d) The Monthly Meetings and any other exchange of inspection or construction information between Agency and Bank, or their respective inspectors or consultants, shall be solely for the benefit of Agency and Bank, respectively, and not for the benefit of Borrower or any third party. None of Agency, Bank or Borrower shall be entitled to rely upon any site visit, inspection, examination or construction information provided by any other party or by any inspector or agent of any other party.

(e) Each of Agency and Bank shall be solely responsible for performance of such due diligence as it determines, in its sole discretion, to be necessary or appropriate for the protection of its own interests with respect to its own loan. Bank shall have no obligation or liability with respect to the due diligence to be conducted, or not conducted, as a condition to the determination by Agency as to advances or disbursements of the Agency Loan; such due diligence shall be conducted by Agency to the extent that it deems appropriate.

(f) Each of Bank and Agency shall have the right to retain its own construction inspector. Irrespective of whether Agency chooses to retain as its construction inspector the same firm that serves as construction inspector for Bank, or a separate firm, Bank shall have no obligation or liability to Agency as a result of any incorrectness or inaccuracy of information or data furnished to Agency by such construction inspector.

3. Agency Proceeds Account. Agency shall establish an interest-bearing demand deposit account at Bank, in the name of Agency (the "**Agency Proceeds Account**"). All interest accrued on funds in the Agency Proceeds Account shall accrue for the benefit of, and shall be distributed by Bank monthly to, Agency. Bank shall not have a security interest in the Agency Proceeds Account or in any funds from time to time therein. Bank shall make no disbursement

of funds from the Agency Proceeds Account (with the exception of monthly distribution of interest accrued thereon) without the prior authorization by Agency of such disbursement.

4. Advance by Agency to Agency Proceeds Account. Notwithstanding any contrary provision of Section 202(b) of the Affordable Housing Agreement, Agency shall advance proceeds of the Agency Loan to Bank, for deposit into the Agency Proceeds Account, as follows:

(a) Agency shall make an initial advance, on or about the date of closing of the Construction Loan, in the principal amount of \$_____. This sum, as it may be replenished from time to time as hereinafter provided, shall be used by Bank to fund disbursements of the Agency Loan to Borrower, in each case with the consent of Agency, when the Agency determines that it will not be able to advance funds to Bank in accordance with subparagraph 4(b), below, in amounts or at times sufficient to fund the amounts needed by Borrower for timely development of the Project. To the extent that Bank makes disbursements from the Agency Proceeds Account to Borrower that reduce the residual balance of the Agency Proceeds Account to an amount that is less than \$250,000, Agency will add additional amounts to its next monthly advance of proceeds of the Agency Loan to Bank (until such time as the principal of the Agency Loan has been fully advanced) so as to bring the residual balance of the Agency Proceeds Account back to \$250,000.

(b) Agency shall advance proceeds of the Agency Loan to Bank, for placement in the Agency Proceeds Account, at least once per calendar month, in the amounts required under the Pro Forma Draw Schedule as most recently approved by Borrower, Agency and Bank.

5. Disbursement of Agency Loan Proceeds. Until such time as all proceeds of the Agency Loan have been disbursed, Borrower, Agency and Bank shall comply with the following conditions and procedures:

(a) Borrower shall submit identical copies of a request for disbursement, in the form of **Exhibit "D"** (a **"Draw Request"**) to Agency and Bank. Each such Draw Request shall break down the requested disbursement among the line items contained in the Project Budget that has most recently been approved by Agency and Bank.

(b) Borrower shall submit to Bank copies of the following:

(1) Invoices for costs reflected in the current Draw Request, each marked "paid" by the person or entity who provided the services or materials that are the subject of such invoice;

(2) Unconditional lien releases executed by the contractors, subcontractors and providers of materials with respect to all works of improvement included in all Draw Requests submitted prior to the current Draw Request;

(3) Conditional lien releases executed by the contractors, subcontractors and providers of materials with respect to all works of improvement included in the current Draw Request.

(c) Following receipt by Bank of the items described in subparagraphs (a) and (b), above, Bank shall review such items. If Bank determines that disbursement of any or all of the amounts requested in a Draw Request is consistent with the Project Budget, and otherwise appropriate, Bank will advise Agency in writing of such determination.

(d) Bank shall only disburse funds from the Agency Proceeds Account upon receipt from Agency of written authorization from Agency to make such disbursement, and shall disburse such funds (i) only to the extent of such authorization, and (ii) subject to any special procedures for disbursement (e.g., direct disbursement to contractors and subcontractors, rather than to Borrower) that are specified by Agency in its written authorization.

(e) Agency shall be solely responsible for determining whether the conditions to disbursement contained in the Agency Loan Documents have been satisfied, and for waiving any such conditions. Bank shall be entitled to rely upon a written authorization from Agency to disburse funds from the Agency Proceeds Account, and shall have no duty to confirm whether the conditions to such disbursement contained in the Agency Loan Documents have been satisfied.

(f) Agency shall be solely responsible for obtaining any endorsements to the title insurance policy that insures the Agency Deed of Trust. Bank shall not be obligated to obtain any such endorsements, or to condition its delivery of any disbursements of funds from the Agency Proceeds Account upon the issuance of such endorsements.

6. Priority of Disbursement. Agency, Borrower and Bank acknowledge and agree that, pursuant to the Agency Loan Documents, Agency has previously advanced certain proceeds of the Agency Loan for predevelopment and closing costs in an amount equal to \$ _____ (collectively, the "**Predevelopment Costs**"), leaving an amount equal to \$ _____ available for disbursement pursuant to the terms and conditions of this Agreement (the "**Available Agency Loan Funds**"). Agency acknowledges and agrees that the disbursement of all proceeds of the Available Agency Loan Funds, less a minimum of ten percent (10%) retainage to be withheld by the Agency, is a condition precedent to disbursement by Bank of any portion of the proceeds of the Construction Loan, other than that portion of the Construction Loan that is disbursed for the payment of accrued interest on the Construction Loan. Borrower and Agency acknowledge and agree that to the extent this Section 6 contemplates the disbursement of the Available Agency Loan Proceeds, such disbursement modifies the terms and conditions of the Agency Loan Documents. As such, Borrower and Agency agree to execute further documentation as necessary to effectuate such modifications to the Agency Loan Documents.

7. Bank Fee. Agency agrees to pay Bank a fee of \$ _____ on or before the _____ day of each _____ in consideration of the performance by Bank of the services required to be performed by Bank pursuant to this Agreement.

8. Miscellaneous Provisions.

(a) No Waiver; Consents. Each waiver by Bank and/or Agency's must be in writing, and no waiver may be construed as a continuing waiver. Bank's and/or Agency's consent to any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or as a waiver of the requirement for Bank's consent to be obtained in any future or other instance. All of Bank's and Agency's rights and remedies under this Agreement and applicable law are cumulative.

(b) Purpose and Effect of Approval. Bank's and/or Agency's approval of any matter in connection with the Bank Loan or the Agency Loan is for the sole purpose of protecting Bank's and/or Agency's security and rights with respect to its own loan. In no event shall Bank's and/or Agency's approval be a representation of any kind to the other with regard to the matter being approved.

(c) No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of Bank, Agency, and Borrower and their permitted successors and assigns. No trust in or to the Agency Loan or the Agency Proceeds Account is created by this Agreement.

(d) Notices. All notices required or which any party desires to give under this Agreement shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service or by certified United States mail, postage prepaid, addressed to the party to whom directed at the applicable address set forth below (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt; provided that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This subparagraph (d) shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or to require giving of notice or demand to or upon any person in any situation or for any reason.

The address and fax number of Borrower are:

SGNTR VC, LLC
c/o National CORE of California
9065 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
Attention: President
Fax Number: _____

With a copy to (but such copy shall not constitute notice):

Law Office of Edward A. Hopson
655A North Mountain Avenue
Upland, CA 91786

The address and fax number of Agency are:

Victorville Redevelopment Agency
14343 Civic Drive
Victorville, CA 92392

With a copy to (but such copy shall not constitute notice):

Green, de Bortnowsky & Quintanilla, LLP
23801 Calabasas Road, Suite 1015
Calabasas, CA 91302
Attention: Andre de Bortnowsky

The address and fax number of Bank are:

Bank of America, N.A.
Mail Code: CA9-193-11-07
333 South Hope Street, 11th Floor
Los Angeles, CA 90071
Attention: Ms. Andrea Ursillo
Fax Number: 213-621-4829

With a copy to:

Bank of America, N.A.
Loan Administration
Mail Code: CA0-103-04-04
450 B Street, Ste. 450
San Diego, CA 92101-8002
Attention: Loan Administration Manager
Fax Number: (619) 515-5973

(e) Dispute Resolution Provision. This Section, including the subsections below, is referred to as the “**Dispute Resolution Provision.**” This Dispute Resolution Provision is a material inducement for the parties entering into this Agreement.

This Dispute Resolution Provision concerns the resolution of any controversies or claims between or among the parties, whether arising in contract, tort or by statute, including controversies or claims that arise out of or relate to this Agreement (including any renewals, extensions or modifications) (a “**Dispute**”). For the purposes of this Dispute Resolution Provision only, the term “**parties**” shall include Bank and any parent corporation, subsidiary or affiliate of Bank involved in the servicing, management or administration of the Bank Loan.

Except to the extent expressly provided below, any Dispute shall, upon the mutual agreement of the parties, acting in their sole and absolute discretion, be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "**Federal Arbitration Act**"). The Federal Arbitration Act will apply even though this Agreement provides that it is governed by California law.

Arbitration proceedings will be determined in accordance with the Federal Arbitration Act, the then-current rules and procedures for the arbitration of financial services disputes of the AAA and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property for the Loan is located or if there is no such collateral, in the state specified in the governing law section of this Agreement. All Disputes shall be determined by one arbitrator; however, if Disputes exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Disputes shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

The arbitrator(s) will give effect to statutes of limitations in determining any Dispute and may dismiss the arbitration on the basis that the Dispute is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Dispute is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Dispute is arbitrable shall be determined by the arbitrator(s), except as set forth elsewhere in this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

The procedure described above will not apply if the Dispute, at the time of the proposed submission to arbitration, arises from or relates to an obligation to Bank secured by real property. In this case, all of the parties to this Agreement, in their sole and absolute discretion, must consent to submission of the Dispute to arbitration.

To the extent any Disputes are not arbitrated, to the extent permitted by law the Disputes shall be resolved in court by a judge without a jury, except any Disputes which are brought in California state court shall be determined by judicial reference as described below.

Any Dispute which is not arbitrated and which is brought in California state court will be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure ("CCP") Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice. The referee (or panel of referees) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in CCP Section 638 and the following related sections. The referee shall determine all issues in accordance with existing California law and the California rules of evidence and civil procedure. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including motions for summary judgment or summary adjudication. The award that results from the decision of the referee(s) will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of CCP Sections 644(a) and 645. The parties reserve the right to seek appellate review of any judgment or order, including orders pertaining to class certification, to the same extent permitted in a court of law.

This Dispute Resolution Provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to request or require submittal of the Dispute to arbitration or judicial reference as provided herein.

Any arbitration, judicial reference or trial by a judge of any Dispute will take place on an individual basis without resort to any form of class or representative action (the "**Class Action Waiver**"). Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any claims between the parties and is nonseverable from the agreement to arbitrate Disputes. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

By agreeing to binding arbitration or judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Dispute. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Dispute is not arbitrated or submitted to judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Dispute. This waiver of jury

trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE DISPUTE IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

(f) Forum. Borrower hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court or any United States federal court sitting in the State of California, over any Dispute. Borrower hereby irrevocably waives, to the fullest extent permitted by Law, any objection that Borrower may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Borrower hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the State of California may be made by certified or registered mail, return receipt requested, directed to Borrower at its address for notice set forth in this Agreement, or at a subsequent address of which Bank received actual notice from Borrower in accordance with the notice section of this Agreement, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Bank to serve process in any manner permitted by law or limit the right of Bank to bring proceedings against Borrower in any other court or jurisdiction..

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law.

(h) Definitions. Capitalized terms used in this Agreement and not otherwise defined have the meanings given in the Bank Loan Agreement.

(i) Specific Performance. Bank and Agency are entitled to specific performance of the covenants, agreements, rights, and options contained in this Agreement.

(j) Successors, and Assigns. Agency agrees that Agency shall not assign its rights or delegate its obligations in connection with the Agency Loan or this Agreement, in whole or in part, without the consent of Bank, which consent will not be unreasonably withheld or delayed. Bank shall have the right to assign its rights and delegate its obligations in connection with this Agreement to any assignee of the Bank Loan, without any requirement of consent by, but only upon notice to, Agency.

(k) Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision. If any court of competent jurisdiction determines any provision of this Agreement to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain

in full force and effect as though the invalid, illegal or unenforceable portion had never been a part hereof.

(l) Interpretation. Whenever the context requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and each gender shall include any other gender. The captions of the sections of this Agreement are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Agreement.

(m) Amendments. This Agreement may not be modified or amended except by a written agreement signed by the parties.

(n) Language of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

(o) Exchange of Information. Agency agrees that the Bank may exchange or disclose financial information about the Agency, the Borrower, or the Property with or to any Bank affiliates or other related entities.

(p) Survival. The representations, warranties, acknowledgments, and agreements set forth herein shall survive the date of this Agreement.

(q) Further Performance. Each party hereto, whenever and as often as they shall be requested by another party, shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered to such party, such further instruments and documents, and do any and all things as may be requested, in order to carry out the intent and purpose of this Agreement.

(r) Time is of the Essence. Time is of the essence in the performance of this Agreement and each and every term thereof.

(s) Recitals; Exhibits. The Recitals to this Agreement set forth above are true, complete, accurate, and correct, and such recitals are incorporated hereby by reference. The exhibits to this Agreement are incorporated hereby by reference.

(t) Counterparts. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and following execution of a full complement of counterparts, all such counterparts, taken together, shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

“BORROWER”

SGNTR VC, LLC,
a California limited liability company

By: National Community Renaissance of California,
a California nonprofit public benefit corporation,
Its sole member

By: _____
Name: _____
Title: _____

“AGENCY”

VICTORVILLE REDEVELOPMENT AGENCY

a public body, corporate and politic

By: _____
Name: _____
Title: Agency Chairman

ATTEST:
Agency Secretary

By: _____
Printed Name: Carolee Bates

Approved as to form:
Agency Legal Counsel

By: _____
Printed Name: Andre de Bortnowsky

Victorville Redevelopment Agency Risk Manager
Chuck Buquet

“BANK”

BANK OF AMERICA, N.A.

By: _____
Andrea Ursillo
Vice President

Exhibit "A"

Description of Property

Exhibit "B"

Project Budget

Exhibit B

-1-

Exhibit "C"

Pro Forma Draw Schedule

Exhibit C

-1-

Exhibit "D"

Form of Draw Request

Exhibit D

-1-

VICTORVILLE WATER DISTRICT AGENDA

REGULAR MEETING
MARCH 17, 2009
7:00 P.M.

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

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

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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

CONSENT CALENDAR

3. REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS:

- A. REQUEST TO APPROVE THE MINUTES FROM THE REGULAR MEETING HELD DECEMBER 16, 2008
- B. NOTICE OF COMPLETION – CONSTRUCTION OF WELL #7 ARSENIC TREATMENT FACILITY LA MESA PLANT FOR BASIN WATER, INC.

WRITTEN COMMUNICATIONS

- 4. REQUEST TO AWARD A CONTRACT TO DDH APPLE VALLEY CONSTRUCTION IN THE AMOUNT OF \$357,555.00 FOR CONSTRUCTION OF SIERRA ROAD & PACOIMA ROAD 24" ARSENIC UPGRADE WATER PIPELINE
- 5. REQUEST TO AWARD A CONTRACT TO DDH APPLE VALLEY CONSTRUCTION IN THE AMOUNT OF \$2,759,138.80 FOR CONSTRUCTION OF WATER PROJECTS AT VARIOUS LOCATIONS: A) 24" SCLA WEST SIDE WATER LINE; B) 24" AMETHYST ROAD WATER LINE; C) INNOVATION PHASE IV DOMESTIC WATERLINE, AND D) INNOVATION PHASE II DOMESTIC WATERLINE

ADJOURNMENT OF MEETING

*****ANY WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE CITY COUNCIL REGARDING ANY ITEM ON THIS AGENDA WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE RECEPTIONIST COUNTER AT CITY HALL DURING NORMAL BUSINESS HOURS.**



AGENDA ITEM

PUBLIC COMMENT

VICTORVILLE WATER DISTRICT MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 3/9/09

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

REVISIONS

VICTORVILLE WATER DISTRICT MEETING OF MARCH 17, 2009

SUBMITTED BY: Carolee Bates
Board Secretary

DATE: 3/9/09

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

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

CB/dl

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**REGULAR MEETING OF THE
VICTORVILLE WATER DISTRICT
DECEMBER 16, 2008**

The regular meeting of the Victorville Water District was called to order by Chairman Cabriales at 7:00 p.m. in City Council Chambers, Victorville City Hall, 14343 Civic Drive; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Bishop Myrthie Hazel from the Greater Victory World Outreach followed by the Pledge of Allegiance, which was led by Victorville Police Captain Taylor.

ROLL CALL

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

LATE: None

ABSENT: None

Also present were Doug Robertson, Deputy City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, City Attorney; Dave Leef, Fire Chief; Sid Hultquist, SBC/City Fire Chief; Jon Gargan, Director of Community Services; Amer Jakher, Director of Public Works; James Berryhill, Deputy Director of Public Works; Reggie Lamson, Director of the Water District; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Sophie Gates, Assistant Director of EDD; Diana Ramirez, Director of Human Resources; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; John Sullivan, Director of Finance; Chris Borchert, Assistant Director of Development; Jorge Duran, Code Enforcement and Mark Taylor, Victorville Police Captain

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

REVISIONS TO AGENDA

PRESENTATION OF REVISIONS TO AGENDA

There were no revisions to the agenda.

CONSENT CALENDAR

APPROVE THE CONSENT CALENDAR AS FOLLOWS:

It was moved by Board Member Almond, seconded by Board Member Rothschild to approve the following minutes:

A. MINUTES FROM THE FOLLOWING MEETINGS:

1. REGULAR MEETING HELD OCTOBER 7, 2008
2. REGULAR MEETING HELD OCTOBER 21, 2008
3. REGULAR MEETING HELD NOVEMBER 4, 2008
4. REGULAR MEETING HELD NOVEMBER 18, 2008

Motion carried with Board Member McEachron abstaining.

It was moved by Board Member Almond, seconded by Board Member Rothschild to approve consent calendar items B and C;

B. NOTICE OF COMPLETION – 5.0 MG LE PANTO ROAD RESERVOIR – PASO ROBLES TANK, INC.

C. ADOPTION OF RESOLUTION NO. VWD 08-017 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE VICTORVILLE WATER DISTRICT AUTHORIZING SIGNATURES FOR THE VICTORVILLE WATER DISTRICT DESERT COMMUNITY BANK ACCOUNT

Motion carried unanimously.

WRITTEN COMMUNICATIONS

ELECTION OF CHAIRMAN AND VICE CHAIRMAN – VICTORVILLE WATER DISTRICT

It was moved by Board Member Cabriaes, seconded by Board Member Caldwell to Board Member Cabriaes as Chairman and Board Member Rothschild as Vice Chairman of the Victorville Water District; motion carried unanimously.

ADJOURNMENT OF MEETING

ADJOURNMENT

There being no further business to come before the Board, Chairman Cabriaes adjourned the meeting at 8:35 p.m.

CHAIRMAN OF THE BOARD OF DIRECTORS

ATTEST:

BOARD SECRETARY



AGENDA ITEM

CONSENT CALENDAR

VICTORVILLE WATER DISTRICT MEETING OF: March 17, 2009

SUBMITTED BY: Reggie Lamson
Director of Water District

DATE: March 3, 2009

SUBJECT: NOTICE OF COMPLETION – Well #7 Arsenic Treatment Facility, La Mesa Plant – Basin Water, Inc.

RECOMMENDATION: That City Council accept as completed the construction of the Well #7 Arsenic Treatment Facility La Mesa Plant for Basin Water, Inc.

FISCAL IMPACT: \$ 0

Requested Budget: \$2,330,455.00
Actual Budget: \$2,330,455.00

DISCUSSION: The above captioned project has been satisfactorily completed and inspected. The Water District would recommend acceptance of the project and the filing of the Notice of Completion.

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

_____ No
_____ Yes/\$Amount:

Finance Director Review and
Approval _____

RECORDING REQUESTED BY:

VICTORVILLE WATER DISTRICT

WHEN RECORDED MAIL TO:

VICTORVILLE WATER DISTRICT
17185 YUMA STREET
VICTORVILLE, CA 92395

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on the document pursuant to Revenue Taxation Code Section 11922

**PUBLIC CONTRACT
NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is VICTORVILLE WATER DISTRICT
3. The FULL ADDRESS of the OWNER is 17185 YUMA STREET, VICTORVILLE, CA 92395
A work of improvement on the property hereinafter described was COMPLETED FEBRUARY 4, 2009
4. The work of improvement completed is described as follows: CONSTRUCTION OF LA MESA ARSENIC TREATMENT SYSTEM FOR WELL 7 FACILITY
5. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is BASIN WATER
6. The street address of said property is LA MESA ROAD, VICTORVILLE, CA
7. The property on which said work of improvement was completed is in the City of VICTORVILLE, County of SAN BERNARDINO, State of CALIFORNIA.

Verification of NON-INDIVIDUAL owner: I, the undersigned declare under penalty of perjury under the laws of the State of California that I am the Director of Water District of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

2-5-09
Date

Reginald A. Lumsden
(Signature of person signing on behalf of owner)
VICTORVILLE WATER DISTRICT

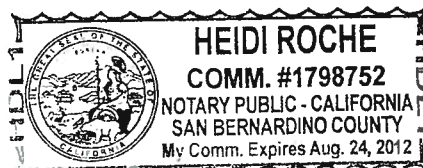
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On 2/5/09 before me, Heidi Roche, Notary Public, personally appeared Reginald A. Lumsden,
(Date) (Name and title of the officer) (Name of person signing)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Heidi Roche
Signature of Officer





AGENDA ITEM

WRITTEN COMMUNICATIONS

VICTORVILLE WATER DISTRICT MEETING OF: March 17, 2009

SUBMITTED BY: Reggie Lamson, Director of Water District *RL* DATE: March 9, 2009
and Sean McGlade, City Engineer *JM*

SUBJECT: AWARD OF CONTRACT to DDH Apple Valley Construction for Construction of Sierra Rd & Pacoima Rd 24" Arsenic Upgrade Water Pipeline

RECOMMENDATION: That the Board of Directors award a contract to DDH Apple Valley Construction in the amount of \$357,555.00 for Construction of Sierra Rd & Pacoima Rd 24" Arsenic Upgrade Water Pipeline.

FISCAL IMPACT: \$357,555.00

Budget Amount: \$726,000.00 – Pipeline-Sierra/Pacoima (Arsenic)
Includes design and construction
Budget Account No.: 540720-25410-72900-73908-54126

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

☒ No
☐ Yes/\$Amount:

Finance Director Review and Approval *John B. Sullivan*

DISCUSSION: This project consists of constructing 2,525 feet of 24-inch diameter water pipe to convey flow to the Avenal Arsenic Treatment Plant. The pipeline will be fed by five existing wells and allow for future expansion. The existing collection system that feeds the Avenal Arsenic Treatment Plant lacks adequate capacity for the current needs. On March 3, 2009, the City opened bids for the Construction of Sierra Rd & Pacoima Rd 24" Arsenic Upgrade Pipeline. A total of 22 bids were received with the apparent low bidder being DDH Apple Valley Construction. A listing of the bidders is as follows:

<u>Company</u>	<u>Bid Amount</u>
DDH Apple Valley Construction	\$295,500.00
Pyramid Building & Engineering, Inc.	\$298,989.15
VCI Telecom, Inc.	\$299,999.00
Christensen Brothers	\$341,728.00
Clearwater Pipeline, Inc.	\$355,355.00

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

<i>Genesis Construction</i>	<i>\$364,980.00</i>
<i>TK Construction</i>	<i>\$373,323.00</i>
<i>Van Dyke Corporation</i>	<i>\$375,042.00</i>
<i>Gouin Excavating</i>	<i>\$378,275.00</i>
<i>Albert W. Davies, Inc.</i>	<i>\$378,626.00</i>
<i>Ross A. Guy & Son, Inc.</i>	<i>\$389,449.50</i>
<i>James A. Shirley Construction, Inc.</i>	<i>\$393,088.00</i>
<i>Weka, Inc.</i>	<i>\$393,484.00</i>
<i>Young & Associates Inc.</i>	<i>\$400,375.00</i>
<i>Christiansen Pipeline, Inc.</i>	<i>\$402,303.77</i>
<i>Merlin Johnson Construction, Inc.</i>	<i>\$408,422.00</i>
<i>Professional Pipeline Contractors, Inc.</i>	<i>\$411,406.00</i>
<i>B & A Construction, Inc.</i>	<i>\$420,420.00</i>
<i>Trautwein Construction</i>	<i>\$441,455.00</i>
<i>C.P. Construction Co., Inc.</i>	<i>\$447,914.25</i>
<i>Santa Ana Creek Development Co.</i>	<i>\$456,019.00</i>
<i>T.B.U., Inc.</i>	<i>\$470,660.00</i>

Staff has reviewed the bid and found the fee to be acceptable for the contemplated services and is recommending approval of the contract, including 10% for contract administration and 10% contingency for a total of \$357,555.00. The contract award amount is 26% below the Engineer's Estimate of \$450,000.

Construction	\$295,500.00
Contract Administration (10%)	<u>\$ 29,550.00</u>
Subtotal	\$325,050.00
10% Contingency	<u>\$ 32,505.00</u>
Total	\$357,555.00

RL/clS



AGENDA ITEM

WRITTEN COMMUNICATIONS

VICTORVILLE WATER DISTRICT MEETING OF: March 17, 2009

SUBMITTED BY: Reggie Lamson, Director of Water District ^{RA} and Sean McGlade, City Engineer ^{JM} DATE: March 9, 2009

SUBJECT: AWARD OF CONTRACT to DDH Apple Valley Construction for Construction of Water Projects at Various Locations; A.) 24" SCLA West Side Water Line, B.) 24" Amethyst Road Water Line, C.) Innovation Phase IV Domestic Waterline, D.) Innovation Phase II Domestic Waterline.

RECOMMENDATION: That the Board of Directors award a contract to DDH Apple Valley Construction in the amount of \$2,759,138.80 for Construction of Water Projects at Various Locations.

Consent
#3B
3-17-09

FISCAL IMPACT: \$2,759,138.80

Budget Amount: \$800,000 – SCLA H2O-Grnt
074905631
Budget Account No.: 540720-25410-72900-73234-
54126

EDA Grant Amount: \$2,947,037.00 (Construction)
Budget Account No.: 540720-52901-72900-73234
EDA Grant Award No. 07-49-05631

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

☒ No
☐ Yes/\$Amount:

Finance Director Review and
Approval John B. Sullivan

DISCUSSION: This project consists of installing 19,150 LF of 24-inch water pipe, 4,100 LF of 18-inch pipe and 3,610 LF of 16-inch pipe. This project will utilize grant funds obtained from the Economic Development Agency (EDA) to bring large capacity pipelines directly to the west side of SCLA to create a looped system. The bid award is based on the Total General Bid Price + Schedule A + Schedule B + Schedule C per direction from EDA with the option to include Alternate Schedule D if funding allows. On March 5, 2009, the City opened bids for the Construction of Water Projects at Various Locations and bids came in under budget therefore Alternate Schedule D can be included.

A total of 18 bids were received with the apparent low bidder being DDH Apple Valley Construction. A listing of the lowest three bidders is as follows:

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

<u>Company</u>	<u>Bid Amount</u>
DDH Apple Valley Construction	\$2,280,280.00
Weka, Inc.	\$2,461,470.00
VCI Telcom, Inc.	\$2,475,644.00

Staff has reviewed the bid and found the fee to be acceptable for the contemplated services and is recommending approval of the contract, including the Total General Bid Price + Schedule A +Schedule B + Schedule C, Alternate Schedule D, 10% for contract administration, and 10% contingency for a total of \$2,759,138.80. The contract award amount is 27% below the Engineer's Estimate of \$3,500,000.

Construction	\$2,280,280.00
Contract Administration (10%)	\$ 228,028.00
Subtotal	\$2,508,308.00
10% Contingency	\$ 250,830.80
Total	\$2,759,138.80

RL/clb

**CITY OF VICTORVILLE
CITY COUNCIL
AGENDA**

REGULAR MEETING
MARCH 17, 2009
7:00 P.M.

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

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

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

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

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE

PRESENTATION

PRESENTATION – TO SGT. 1ST. CLASS YUEN, US ARMY RECRUITING STATION - ALERTING THE SHERIFF'S DEPARTMENT WHILE FOLLOWING A VEHICLE THAT WAS INVOLVED IN THE ROBBERY OF AN AM/PM STORE

PUBLIC COMMENT

1. PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

REVISIONS TO AGENDA

2. PRESENTATION OF REVISIONS TO AGENDA

PUBLIC HEARING

3. PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST ADDING CHAPTER 10.01 TO THE VICTORVILLE MUNICIPAL CODE ENACTING AN ENABLING ORDINANCE FOR THE SETTING OF SEWER RATES

A. ORDINANCE NO. 2234 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ADDING CHAPTER 10.01 TO THE VICTORVILLE MUNICIPAL CODE ENACTING AN ENABLING ORDINANCE FOR THE SETTING OF SEWER RATES

4. PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST AMENDING THE PURCHASING SYSTEM AS SET FORTH IN CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE

A. ORDINANCE NO. 2235 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING THE PURCHASING SYSTEM SET FORTH IN CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE FOR THE PURPOSE OF ADOPTING NEW PROVISIONS GOVERNING PUBLIC WORKS PROJECT CONTRACT AND OTHER PROCUREMENTS IN EXERCISE OF ITS CHARTER POWERS

CONSENT CALENDAR

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

A. COMMERCIAL DEMAND SCHEDULE NO. 17 IN THE AMOUNT OF \$7,377,977.49 COVERING WARRANT NOS. 607540, 607771, 608623, 610525, 615190, 615432, 615507, 616017, 615760 AND 616031 THROUGH 616635 INCLUSIVE

B. PAYROLL DEMAND SCHEDULE NO. 8A FOR PAYROLL PERIOD JANUARY 24, 2009 THROUGH FEBRUARY 6, 2009 IN THE AMOUNT OF \$1,384,331.70 COVERING WARRANT NOS. 24641 THROUGH 24681 AND ADVICE NOS. 143223 THROUGH 143811 INCLUSIVE

C. PAYROLL DEMAND SCHEDULE NO. 8B FOR PAYROLL PERIOD FEBRUARY 7, 2009 THROUGH FEBRUARY 20, 2009 IN THE AMOUNT OF \$1,472,332.84 COVERING WARRANT NOS. 24682 THROUGH 24720 AND ADVICE NOS. 143812 THROUGH 144395 INCLUSIVE

- D.** APPROVE OF THE FOLLOWING MINUTES:
- 1.** REGULAR MEETING HELD DECEMBER 16, 2008
 - 2.** SPECIAL MEETING HELD JANUARY 8, 2009
- E.** STAFF REPORT – DEVELOPMENT DEPARTMENT – DECEMBER 2008; JANUARY 2009 AND FEBRUARY 2009
- F.** REQUEST TO RELEASE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS AND ASSOCIATED LABOR/MATERIALS BOND FOR SEWER FOR TRACT 16955 – WOODSIDE HOMES
- G.** REQUEST TO RELEASE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS AND ASSOCIATED LABOR/MATERIAL BOND FOR SEWER AND 80% REDUCTION FOR STORM DRAIN, FAITHFUL PERFORMANCE ONLY FOR TRACT 16439 – WOODSIDE HOMES
- H.** REQUEST TO RELEASE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS AND ASSOCIATED LABOR/MATERIALS BOND FOR SEWER FOR TRACT 17130 – WOODSIDE HOMES
- I.** REQUEST TO RELEASE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS AND ASSOCIATED LABOR/MATERIALS BOND FOR STREET/SEWER/STORM DRAIN FOR TRACT 17132 – WOODSIDE HOMES
- J.** REQUEST TO RELEASE THE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS AND ASSOCIATED LABOR/MATERIALS BOND FOR SEWER/STORM DRAIN FOR TRACT 16982 – WOODSIDE HOMES
- K.** REQUEST TO APPROVE 100% BOND RELEASE FOR MONUMENTATION OF TRACTS 16242-1 TO 3 – EMPIRE HOMES
- L.** REQUEST TO ACCEPT NOTICE OF COMPLETION – STREET IMPROVEMENTS FOR AIR EXPRESSWAY FROM VILLAGE DRIVE TO NATIONAL TRAILS HIGHWAY; OSSUM WASH CHANNEL IMPROVEMENTS; AND AIR EXPRESSWAY WATER PIPELINE PROJECT
- M.** REQUEST TO ACCEPT NOTICE OF COMPLETION – BEAR VALLEY ROAD AND EAGLE RANCH PKWY TRAFFIC SIGNAL INSTALLATION AND STREET IMPROVEMENTS; TRAFFIC SIGNAL INSTALLATION AND STREET IMPROVEMENTS
- N.** REQUEST FOR DENIAL OF CLAIM AGAINST THE CITY NO. 09-07 (VERIZON) WITH REFERRAL TO STAFF

- O.** REQUEST 80% RELEASE OF FAITHFUL PERFORMANCE, LABOR AND MATERIALS BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 15395 – NEW WEST HOME
- P.** REQUEST 80% RELEASE OF FAITHFUL PERFORMANCE, LABOR AND MATERIALS BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 16652 – PACIFIC COMMUNITIES
- Q.** INFORMATIONAL UPDATE TO THE STATUS OF FEDERAL STIMULUS FUNDING

WRITTEN COMMUNICATIONS

- 6.** REQUEST TO APPROVE THE 4-CON ENGINEERING, INC. CONTRACT FOR THE SCLA INDUSTRIAL WASTEWATER TREATMENT PLANT SUBCONTRACT PACKAGE 1, SITE CIVIL, TANKS, STRUCTURAL AND UTILITIES IN THE AMOUNT OF \$5,490,100.00
- 7.** REQUEST TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH KEMEN AND SON ENGINEERING CONTRACTORS OF PARADISE, CA FOR THE SERVICE TO ABATE AND DEMOLISH ADDITIONAL PROPERTY AT 12841 MARIPOSA ROAD, VICTORVILLE, CA IN THE AMOUNT OF \$14,456.00
- 8.** REQUEST TO DECLARE INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS AND ADOPT RESOLUTION NO. 09-010 ENTITLED:

A RESOLUTION OF THE CITY OF VICTORVILLE DECLARING ITS INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS FOR CERTAIN PUBLIC IMPROVEMENTS AND TO ALLOW FOR THE REIMBURSEMENT OF EXPENDITURES MADE PRIOR TO THE ISSUANCE OF SUCH OBLIGATIONS
- 9.** REQUEST TO DESTROY CERTAIN RECORDS AND ADOPT RESOLUTION NO. 09-012 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE GIVING APPROVAL AND AUTHORIZATION TO DESTROY CERTAIN RECORDS OF THE CITY WATER DEPARTMENT; FINANCE DEPARTMENT; AND CITY CLERK DEPARTMENT
- 10.** REQUEST TO ADOPT RESOLUTION NO. 09-013 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ELECTING TO HEAR ALL RESOLUTIONS OF NECESSITY FOR THE LA MESA NISQUALLI INTERCHANGE PROJECT AND DESIGNATION OF THE CITY ATTORNEY'S OFFICE TO PROCESS RESOLUTION OF NECESSITY PACKAGES FOR THE PROJECT

11. REQUEST TO ALLOCATE \$900,486.00 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND \$343,559.00 IN HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS FOR FISCAL YEAR 2009-2010

COUNCIL REPORTS

12. PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

CLOSED SESSION

13. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property Location: Southwest of Southern California Logistics Airport - see Street Address and/or Assessor's Parcel Number, below
City Negotiators: Green, de Bortnowsky & Quintanilla, LLP
Negotiating Parties: Property Owner, see below
Under Negotiation: Acquisition, price, and terms of payment

<u>Property Owner</u>	<u>APN</u>	<u>Property Address</u>
Rhee, Son Suk	0459-191-23	No street address

14. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION TO GOVERNMENT CODE SECTION 54956.9(a):

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):
Victorville v. Barmack, Case No.: CIVVS800863

15. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):
Case: FGFV IV, LLC v. City of Victorville et al. Case No.: ED CV 08-00792

16. CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING, POTENTIAL OR THREATENED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b)

17. CONFERENCE WITH LEGAL COUNSEL REGARDING PENDING, OR THREATENED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b)

CONFERENCE WITH LEGAL COUNSEL: POTENTIAL – One case

ADJOURNMENT OF MEETING

*****ANY WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE CITY COUNCIL REGARDING ANY ITEM ON THIS AGENDA WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE RECEPTIONIST COUNTER AT CITY HALL DURING NORMAL BUSINESS HOURS.**



AGENDA ITEM

PUBLIC COMMENT

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 3/9/09

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

REVISIONS

CITY COUNCIL MEETING OF MARCH 17, 2009

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 3/9/09

SUBJECT: PRESENTATION OF REVISIONS TO AGENDA

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

CB/dl

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AGENDA ITEM

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: Amer Jakher *AS*
Director of Public Works

SUBJECT: Ordinance No. 2234 adding Chapter 10.01 to the Victorville Municipal Code Enacting an Enabling Ordinance for the Setting of Sewer Rates.

RECOMMENDATION: That the Honorable City Council adopt the Ordinance.

FISCAL IMPACT: None.

DISCUSSION:

On September 16, 2008, the City of Victorville (the "City") amended its sewer rates via Resolution No. 08-124 after full compliance with Proposition 218. The City deems it desirable to set the sewer rates by ordinance in compliance with state law. The Proposed Ordinance requires that the City shall prescribe, revise, and collect its sewer rates by ordinance and by a two-thirds vote of the members of the City Council. In addition, the Proposed Ordinance incorporates and ratifies City Council Resolution No. 08-124 setting such sewer rates.

cc: City Attorney

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

_____ No
_____ Yes/\$Amount:

Finance Director Review and
Approval _____

**CITY COUNCIL
ORDINANCE NO. 2234**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
VICTORVILLE ADDING CHAPTER 10.01 TO THE
VICTORVILLE MUNICIPAL CODE ENACTING AN ENABLING
ORDINANCE FOR THE SETTING OF SEWER RATES**

WHEREAS, on September 16, 2008, the City of Victorville (the "City") amended its sewer rates via Resolution No. 08-124 after full compliance with Proposition 218; and

WHEREAS, in compliance with state law, the City deems it desirable to set the sewer rates by ordinance; and

WHEREAS, having an ordinance establishing sewer fees is in the best interest of the public health, safety, and welfare of the City.

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

**SECTION 1. ADDITION OF CHAPTER 10.01 TO THE VICTORVILLE
MUNICIPAL CODE.**

That Chapter 10.01 shall be titled "Sewer Rate Enabling Ordinance," and shall be added to the Victorville Municipal Code and shall read as follows:

10.01.010. Establishment of Fees Via Ordinance.

The City shall prescribe, revise, and collect its sewer rates by ordinance and by a two-thirds vote of the members of the City Council.

10.01.020. Incorporation and Ratification of City Council Resolution No. 08-124.

City Council Resolution No. 08-124, adopted on or about September 16, 2008, and attached hereto as Exhibit A, is hereby incorporated herein and ratified by the City Council.

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. REPEAL OF CONFLICTING PROVISIONS.

All the provisions of the Victorville Municipal Code as heretofore adopted by the City of Victorville that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. EFFECTIVE DATE.

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

SECTION 5. CERTIFICATION.

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

First read at a regular meeting of the City Council held on the 17th day of March 2009 and adopted and ordered published at a regular meeting of said Council held on the _____ day of _____, 2009.

Rudy Cabriaes, Mayor

ATTEST:

Carolee Bates, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL RESOLUTION NO. 08-124

**A RESOLUTION OF THE COUNCIL OF THE CITY OF VICTORVILLE
REVISING THE SEWER USER FEES FOR THE USE OF THE CITY SEWERS
AND RESCINDING RESOLUTION NO. 08-034 IN ITS ENTIRETY**

WHEREAS, the City of Victorville (the "City") currently sets sewer user fees and other sewer related fees by Resolution No. 08-034; and

WHEREAS, this Resolution will amend Section 1 of Resolution No. 08-034; and

WHEREAS, for consistency purposes, it is more efficient and less confusing to rescind Resolution No. 08-034 in its entirety, even though this Resolution will only amend Section 1, titled "Unit User Fee" of Resolution No. 08-034 and will not amend other sections of the Resolution; and

WHEREAS, the City is a member entity of the Victor Valley Wastewater Reclamation Authority ("VWRA"), a Joint Powers Authority, duly formed under the laws of the State of California; and

WHEREAS, on June 22, 2007, the VWRA approved a graduated increase in the sewer user charge for member agencies for Fiscal Year 2007-2008 from Nine Dollars Ninety-One Cents (\$9.91) to Eleven Dollars Ninety Cents (\$11.90) per Equivalent Dwelling Unit per month ("EDU"), a difference of One Dollar Ninety-Nine Cents (\$1.99); and

WHEREAS, according to VWRA Ordinance No. 001C, the intention of VWRA's rate increase was to avoid depleting fund balances to operate and perform scheduled maintenance to the VWRA facility; and

WHEREAS, the City is a member entity of the VWRA, a Joint Powers Authority, duly formed under the laws of the State of California; and

WHEREAS, the VWRA used Reiter Lowry Consultants to prepare the "Victor Valley Wastewater Reclamation Authority User Charge Study," which is attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, the City currently charges sewer users Twelve Dollars Seventy-Four Cents (\$12.74) per EDU (the "Current Sewer User Fee"); and

WHEREAS, the City of Victorville (the "City") has performed further study and determined the original One Dollar Ninety Nine Cent (\$1.99) pass-through rate is inadequate to cover the costs of the required maintenance to the current City sewer infrastructure; and

WHEREAS, the City of Victorville is proposing a rate increase in the amount of Three Dollar Twenty-Four Cents (\$3.24) above the VVWRA pass-through rate of One Dollar Ninety-Nine Cents (\$1.99) per EDU, which provides for a total increase of Five Dollars Twenty-Three Cents (\$5.23) per EDU (the "Proposed Rate Increase"); and

WHEREAS, the proposed Three Dollars Twenty-Four Cent (\$3.24) increase will allow the City to repair and/or replace existing City infrastructure and allow for installation of new infrastructure that will improve the current sanitary collection system; and

WHEREAS, currently, the City charges sewer users Fourteen Dollars Seventy-Two Cents (\$14.72) per EDU ("Current Sewer User Fee") and

WHEREAS, the Current Sewer User Fee will be increased in an amount of Five Dollars Twenty-Three Cents (\$5.23) (the "Proposed Fee Increase") to Nineteen Dollars Ninety- Five Cents (\$19.95) which represents a net increase of thirty six percent (36%); and

WHEREAS, on July 15, 2008, the City Council voted to approve City Council Resolution No. 08-083, titled "Resolution of the City Council of the City of Victorville Setting the Time and Place for a Public Hearing on the Sewer User Fee Increase in an Amount of Five Dollars Twenty-Three Cents (\$5.23) Per Equivalent Dwelling Unit Per Month and Directing Staff to Proceed with the Special Notice Proceeding as Required by Law"; and

WHEREAS, pursuant to Resolution No. 08-083, the City Council made all of the following findings:

- a. The revenues derived from the Proposed Fee Increase shall not exceed the cost to provide service to the property.
- b. The revenues derived from the Proposed Fee Increase shall not be used for any purpose other than that for which the proposed fee is imposed.
- c. The amount of the Proposed Fee Increase per parcel shall not exceed the proportional cost of the service attributable to the parcel.
- d. The Proposed Fee Increase will be actually used or it shall be immediately available for use.
- e. The Proposed Fee increase will not be used for general governmental services, including police, fire, ambulance, or library services.

WHEREAS, pursuant to Section 6, of Article XIII(D), on July 29, 2008, Twenty-Four Thousand One Hundred Sixty Nine (24,169) written notices were sent out to the property owners notifying them of this hearing and their right to protest the Proposed Fee Increase. The notice was in writing and stated all of the following:

- a. the amount of the Proposed Fee Increase proposed to be imposed upon each parcel; and
- b. the basis upon which the amount of the Proposed Fee Increase was calculated; and

- c. the reason for the Proposed Fee Increase; and
- d. the date, time, and location of a public hearing on the Proposed Fee Increase; and
- e. each property owner has the right to submit a protest against the Proposed Fee Increase, either in writing or orally, to the City Clerk no later than the conclusion of the Public Hearing on September 16, 2008; and

WHEREAS, on August 22, 2008, and on August 29, 2008, proper notice was placed in the Daily Press newspaper notifying them of this hearing; and

WHEREAS, the City has complied with the notice, protest, and hearing requirements of Proposition 218 with respect to the Proposed Fee Increase; and

WHEREAS, on September 16, 2008, the City Council conducted the Public Hearing in the manner required by law and heard and considered all objections and protests to the Proposed Fee Increase; and

WHEREAS, at the close of the public hearing 1,885 oppositions were received; and

WHEREAS, the protests submitted in opposition were not greater than the majority of the parcels subject to the Proposed Fee Increase; and

WHEREAS, a majority protest does not exist; and

WHEREAS, the sewer use charges adopted herein are governed by the Regional Wastewater Facilities Revenue Program and Sewer Use Ordinance and comply with and are consistent with Federal and State regulations; and

WHEREAS, having a resolution establishing sewer fees is in the best interest of the public health, safety, and welfare.

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

SECTION 1 – UNIT USER FEE. The monthly sewer charges for residential, commercial, and industrial users will be based on proposed unit fee schedule as follows:

- (1.1) A residential connection with a total of twenty plumbing fixture units (PFU) or less will be considered as one service unit. Plumbing fixture units are determined in accordance with the Uniform Plumbing Code standards, latest edition. Commencing in FY 1998-99, incremental charges will be proportionally added for new sewer connections in excess of 20 PFUs.
- (1.2) A flow allowance (for use in subsequent determinations) of 245 gallons per day (gpd) will be considered for each service unit or equivalent dwelling unit (EDU).
- (1.3) Unit charge will be increased from \$6.50 per month (a service charge in effect since 1987) to \$8.00 per month commencing on July 1, 1999. Thereafter, the unit charges will be adjusted as shown below with each subsequent increase subject to review by the City Council before the new sewer rate becomes effective.

January 1, 2001	\$9.50 per month per EDU
July 1, 2001	\$11.00 per month per EDU
July 1, 2002	\$12.50 per moth per EDU
February 1, 2005	\$12.74 per month per EDU
January 15, 2008	\$14.72 per month per EDU
September 16, 2008	\$19.95 per month per EDU

The additional revenue from user charge increases through year 2002 will be utilized to provide adequate funding for sewer system repair and replacement cost which had not been considered in prior operating budgets.

- (1.4) After Fiscal Year 2002-2003, the monthly sewer service charge will be further reviewed and adjusted annually to cover increases in the VVWRA treatment costs and other inflationary increase in the local system operation cost.
- (1.5) Effective February 1, 2004 the VVWRA Board of Commissioners voted to increase the sewer use fee by .24 cents. Therefore, the City of Victorville increased sewer use fees from \$12.50 to \$12.74 per month as a pass-through increase.

- (1.6) On June 22, 2007, the VVWRA approved an increase in the sewer user fees for member agencies for Fiscal Year 2007-2008 from Seven Dollars Ninety-Three Cents (\$7.93) to Nine Dollars Ninety-One Cents (\$9.91) per Equivalent Dwelling Unit per month ("EDU"), a difference of One Dollar Ninety-Eight Cents (\$1.98) per EDU. The City of Victorville conducted a majority protest pursuant to Proposition 218, and no protest occurred. Therefore, the City will increase the current sewer user fee by One Dollar Ninety-Eight Cents (\$1.98) to Fourteen Dollars Seventy-Two Cents (\$14.72) per EDU as a pass-through increase.
- (1.7) On June 22, 2007, the VVWRA approved an increase in the sewer user fees for member agencies for Fiscal Year 2008-2009 from Nine Dollars Ninety-One Cents (\$9.91) to Eleven Dollars Ninety Cents (\$11.90) per Equivalent Dwelling Unit per month ("EDU"), a difference of One Dollar Ninety-Nine Cents (\$1.99) per EDU. The City of Victorville also proposed a rate increase in the amount of Three Dollars Twenty-Four Cents (\$3.24) above the VVWRA pass through of One Dollar Ninety-Nine Cents (\$1.99) per EDU to finance sewer maintenance. The City of Victorville conducted a majority protest pursuant to Proposition 218, and no protest occurred. Therefore, the City will increase the current sewer user fee by Five Dollars Twenty-Three Cents (\$5.23) to Nineteen Dollars Ninety- Five Cents (\$19.95) per EDU.

SECTION 2 – UNITS OF SERVICE. The monthly charges for residential, commercial, and industrial users are hereby established as follows:

- (2.1) **RESIDENTIAL** – This shall be computed based on the most current rate per service unit times the number of verified service units for each month of residential service.
- (2.2) Monthly service charge for commercial and industrial users shall be determined based on plumbing fixture units as defined in Paragraph 1.1 above. Exhibit "A" attached to this Resolution lists the minimum monthly units of service and adjustment approaches. Further, the City may install flow meters as deemed necessary to verify the service charge.
- (2.3) Monthly service charge for commercial and industrial users shall be further adjusted based on BOD (biochemical oxygen demand) and SS (suspended solids), using the following allocation and control parameters as set forth by the Victor Valley Wastewater Reclamation Authority:

Flow allocation	Q = 24%	Control parameter = 245 gpd/unit
BOD allocation	BOD = 36%	Control parameter = 200 ppm
SS allocation	SS = 40%	Control parameter = 250 ppm

Example: Commercial establishment E-Corporation has 12.5 service units based plumbing fixture count of 250 PFUs. The measured annual average daily flow is 3,500 gpd, average BOD is 225 ppm, and SS is 300 ppm. The billing adjustment factor will be calculated as follows:

$$F = \frac{3,500 \text{ gpd} \times 24\%}{12.5 \times 245} + \frac{225 \text{ ppm} \times 36\%}{200 \text{ ppm (a)}} + \frac{300 \text{ ppm} \times 40\%}{250 \text{ ppm (a)}}$$

$$= 27.43\% + 40.5\% + 48\%$$

$$= 115.93\%$$

(a) Will be adjusted based on updated control parameters established by VVWRA.

SECTION 3 – CONNECTION FEES. The local connection fee of \$350 per residential unit is described in Resolution 92-45. This fee is for constructing and/or upgrading local collection and truck sewer facilities to provide the needed capacity. This connection fee shall remain in effect for Fiscal Year 1998-1999 and will be subjected to verification and adjustment based on plumbing fixture counts. In FY 1999-2000, the connection fee shall be reviewed and adjusted based on updated sewer master plan and construction cost index as presented in the ENR magazine (published by McGraw Hill).

The City further collects a regional Victor Valley Wastewater Reclamation Authority (VVWRA) connection fee for capacity in the regional interceptor sewer and treatment facilities. This regional connection fee is currently set at \$1,365 per service unit. This connection fee is subject to inflationary adjustment as determined and approved by the VVWRA Commission.

SECTION 4 – CHANGE IN FACILITY USAGE. In the event that usage at an existing facility substantially increases from those contemplated at the time of initial sewer connection, the City shall have the right to collect additional fees and adjust the monthly service charge.

SECTION 5 – EFFECTIVE DATE. The provisions of this Resolution shall become effective immediately except for the unit user fee (or service charge) which is effective on the dates as stipulated in Section 1 of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 16th day of September 2008.

MAYOR OF THE CITY OF VICTORVILLE

PASSED, APPROVED AND ADOPTED this 16th day of SEPTEMBER 2008.



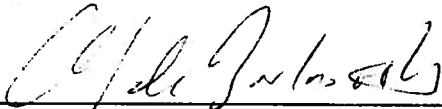
MAYOR OF THE CITY OF VICTORVILLE

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

I, CAROLEE BATES, City Clerk of the City of Victorville and ex-officio Clerk to the City Council of said City, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 08-124 which was adopted at a meeting held on the 16th day of September 2008, by the following roll call vote, to wit:

AYES: Councilmembers Cabriales, Caldwell, Hunter and Rothschild

NOES: None

ABSENT: Mayor Pro Tem Almond

ABSTAIN: None



CITY CLERK OF THE CITY OF VICTORVILLE

EXHIBIT "A"

UNITS OF SERVICE FOR City of Victorville SEWAGE SYSTEM

RATE: The unit service charge shall be the monthly fee as indicated in the Resolution

UNITS OF SERVICE:

The following units of service are hereby fixed and established for the following classifications of types of property and use:

TYPE OF CONNECTION	MINIMUM UNITS OF SERVICE
<u>Residential:</u>	
Single Family Dwellings	1.0
Multi-Family Dwellings	1.0/dwelling unit
Trailer or mobile home park	1.0/space
<u>Commercial:</u>	
Motels (a)	0.5/dwelling unit
Hotels (a)	0.5/bedroom
Animal Clinics	3.0
Barber Shops	1.3
Beauty Shops	1.3
Bottling Works (Soft Drink)	4.0
Churches	1.0 (w/o Kitchen) 2.0 (w/Kitchen)
Churches with Schools (h)	1.0
Factory (b)(j)	4.0
Food Markets (c)	1.0
Hospital (d)	1.0
Industrial (b) or (k)	4.0

TYPE OF CONNECTION	UNITS OF SERVICE
Laundries and Laundromats (f)	1.0
Libraries	1.0
Mortuary	2.0
Professional Buildings	1.0/suite
Public Buildings (k)	1.0
Restaurants (f)	
With Bar	4.0
Without Bar	2.0
Rest Homes (g)	1.0
Schools (h)	
Elementary	1.0
High and Junior High	1.0
Service Stations	
With Rack	4.0
Without Rack	2.0
With RV Dumping Station	3.0
Taverns (f)	2.0
Theaters	2.0
General Commercial	
All Commercial establishments not listed above or separately classified By future action of the Council (k)	1.0

- (a) Motels and Hotels – 0.25 additional service unit for each dwelling unit with kitchen.
- (b) Factory and Industrial – One additional unit for each five (ten) or fewer employees after the first five (ten).
- (c) Food Markets – One additional unit per month for commercial garbage grinder.
- (d) Hospital – One additional unit for up to each two beds after the first two.

- (e) Laundries and Laundromats – One additional service unit for each three or fewer machines after the first three.
- (f) Restaurants and Taverns-One additional service unit for up to each fifteen seats after first thirty. Drive ins-each service space equals four seats.
- (g) Rest Homes – One additional unit for up to each three beds after the first three.
- (h) Schools – Elementary – One additional unit for up to each twenty-three average daily attendance after the first twenty-three. High School and Junior High School – One additional unit for up to each fourteen average attendance after the first fourteen.
- (i) Public Buildings – One additional service unit for up to each additional five (ten) employees after the first five (ten).
- (j) Industrial – The City reserves the right to determine that a particular class of industrial customer shall be subject to these provisions or any modification thereof. In such event, the affected customers shall be given at least 14 days written notice prior to a hearing by the City Council thereon.
- (k) Number of equivalent service units to be determined based on plumbing fixture counts.

EXHIBIT "A"

VVWRA Ordinance No. 001-C

ORDINANCE NO. 001C

**AN ORDINANCE OF THE VICTOR VALLEY
WASTEWATER RECLAMATION AUTHORITY
INCREASING SEWER USER CHARGES**

WHEREAS, Ordinance No. 001 of the Victor Valley Wastewater Authority ("VWWRA") adopted by the Board of Commissioners ("Commission") of VWWRA on October 8, 1980, (also known as Ordinance No. 80-19, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference) establishes and imposes a schedule of user fees for services provided by the collection and treatment system owned, maintained and operated by VWWRA;

WHEREAS, Article 10, Section 10-01.2 of Ordinance No. 001 and subsequent amendments provide in pertinent part that the Commission reserves the right to change the schedule of regional sewer service charges and other charges and fees from time to time as necessary for the proper operation, maintenance, repair, replacement, and expansion of the regional system;

WHEREAS, the funds collected pursuant to Ordinance No. 001 as amended are used to pay for the cost of operating and maintaining the collection and treatment systems owned, maintained and operated by VWWRA;

WHEREAS, since the last increases in sewer user charges in 1995 and 2004 provided for in Table II of Ordinance No. 001 and Resolutions 1995-14 and 2004-9, the cost of operating and maintaining VWWRA's sewer-system has increased;

WHEREAS, absent a sewer user charge increase, VWWRA will incur a deficit due to the costs of operating and maintaining the sewer system exceeding the amount of revenue which VWWRA presently receives in sewer user charges under the existing rate;

WHEREAS, the Commission believes that it is necessary and desirable to operate the sewer system on a basis which does not require substantial subsidization from other sources of VWWRA revenues;

WHEREAS, (1) after discussing these matters with staff for its member entities, (2) considering studies conducted on behalf of the Commission by consultants; and, (3) conducting the necessary notice and public hearing process in the matter, the Commission believes that an increase of the sewer user charges set forth in Sections 2 and 4 below is necessary in light of the findings above;

NOW THEREFORE, the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority hereby ordains as follows.

Section 1. Findings. The Board of Commissioners asserts and adopts the findings set forth above;

Section 2. Increase In Sewer User Charges. The current User Fee Schedule is hereby increased, in terms of volume alone and in terms of monthly charges as follows:

a. from \$7.93 (seven dollars and ninety three cents) to \$9.91 (nine dollars and ninety-one cents) per EDU (Equivalent Dwelling Unit) effective July 1, 2007, and if applicable because of addition of COLA by an additional 3% (three percent) per year effective each July 1st thereafter. Expressed in terms of millions of gallons, the User Fee Schedule will be increased from \$1,065.00 (one thousand and sixty five dollars) per one million gallons to \$1,353.00 (one thousand three hundred and fifty three dollars) per one million gallons effective July 1, 2007.

b. The User Fee Schedule will increase to \$11.90 (eleven dollars and ninety cents) per EDU (Equivalent Dwelling Unit) in July 2008 and \$12.49 (twelve dollars and forty-nine cents) in July 2009. Expressed in terms of millions of gallons, the User Fee Schedule will be increased from \$1,614.00 (one thousand, six hundred and fourteen dollars) per one million gallons in July 2008 and \$1,687.00 (one thousand, six hundred and eighty seven dollars) per one million gallons in July 2009. The July 2008 and July 2009 increase will be subject to review and/or adjustment by the Board of Commissioners after complying with all legal requirements. Any such review and adjustment may be affected by Resolution.

Section 3. Repeal Of Section Of Ordinance No. 001 Table II of Section 10-01.1, Ordinance No. 001 is hereby repealed in its entirety.

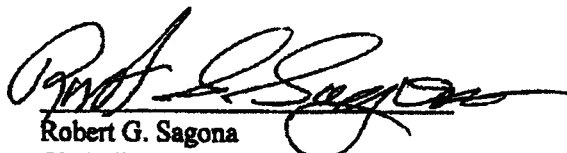
Section 4. Amendment Of Section Of Ordinance No. 001 Section 10-01.1, Table II of Ordinance No. 001 as amended by Resolutions 1995-14 and 2004-9 is hereby replaced by revised Table II, which is attached hereto as Exhibit "B" and is incorporated herein by this reference.

Section 5. Continued Effect Of Remaining Provisions Of Ordinance No. 001. The remaining provisions of Ordinance No. 001 not expressly repealed or amended by this Ordinance shall remain in full force and effect.

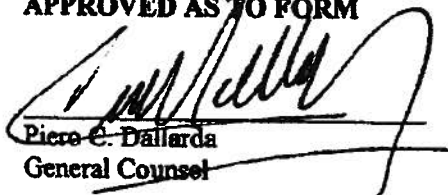
Section 6. Effective Date. This Ordinance shall take effect and be in full force thirty (30) days after its adoption. Prior to the expiration of the fifteen (15) days from its adoption, the Ordinance or a summary of it shall be published in The Daily Press, a newspaper of general circulation within the boundaries of the Victor Valley Wastewater Reclamation Authority, or a newspaper of substantially equivalent circulation.

APPROVED AND ADOPTED this 22nd day of June, 2007, by the following vote:

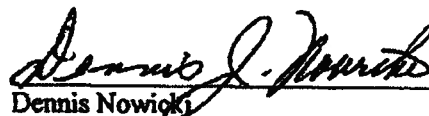
AYES: *Four (4)*
NOES: *Ø*
ABSTENTIONS: *Ø*
ABSENCES: *Ø*


Robert G. Sagona
Chair, Board of Commissioners

APPROVED AS TO FORM


Piero C. Dallarda
General Counsel

ATTEST:


Dennis Nowicki
Secretary of the Commission

CERTIFICATION

I, Patricia J. Johnson, Secretary to the Board of Commissioners ("Commission") of the Victor Valley Wastewater Reclamation Authority, certify that the foregoing ordinance was introduced at a regular meeting of the Board of Directors on the 15th day of June, 2007, and was adopted by the Commission at a regular meeting held on the 22nd day of June, 2007, by the following vote of the Commissioners:

AYES: Four (4)

NOES: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Victor Valley Wastewater Reclamation Authority on this 22nd day of June, 2007.


Patricia J. Johnson
Secretary to the Board of Commissioners

**Victor Valley Wastewater Reclamation Authority Total Source and Use of Funds-
Consolidated View**

EXHIBIT "B"

For Fiscal Years Ending 2007 Through 2012

TABLE II

Line	Increase in User Charge	0.00%	0.50%	25.00%	25.00%	5.00%	3.00%	3.00%
		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
1	Beginning Fund Balance	\$3,348,574	\$1,751,730	(\$673,498)	\$2,081,475	\$240,516	\$158,753	\$2,229,882
Source of Funds								
2	User Charges	4,791,095	5,476,880	7,524,135	10,899,213	11,556,729	13,839,471	14,598,656
3	High Strength	314,273	329,008	336,780	348,821	361,379	374,388	387,866
4	Septage Receiving	436,954	498,008	466,380	482,983	500,371	518,384	537,046
5	Reclaimed Water Sales	22,824	25,008	26,000	27,040	28,122	29,246	30,416
6	Potomacrest Fees	51,875	68,880	62,168	64,398	66,716	69,118	71,606
7	Interest	161,740	70,000	21,561	20,194	58,630	17,482	121,715
8	Proceeds From Borrowing			7,000,000				
9	Other	102,878	2,500					
10	Total Source of Funds	5,586,734	6,482,500	15,537,146	18,977,250	12,573,364	14,048,069	15,777,304
Use of Funds								
11	Personnel	3,175,511	3,684,169	4,883,070	4,294,412	4,646,744	5,018,879	5,199,559
12	Maintenance	371,872	352,000	264,612	377,880	391,481	405,091	420,089
13	Operations	884,738	948,000	937,580	1,068,876	1,288,430	1,345,740	1,450,447
14	Energy	778,574	873,000	917,880	961,816	1,067,145	1,035,688	1,105,151
15	Administration	1,807,183	1,274,500	1,338,582	1,367,916	1,417,864	1,468,179	1,521,833
16	Repair & Replacement-Needs	80,662	\$2,317,600	3,843,974	3,989,294	3,941,952	2,040,968	2,474,451
17	Debt Service on CDPs (includes cost of issue)			5753,000	\$350,000	\$350,000	\$350,000	\$350,000
18	Capital Fund Reimbursements (Advances)			\$392,196	\$392,196	\$392,196	\$392,196	\$392,196
19	Anti-degradation Policy Compliance						200,000	207,280
20	Total Use of Funds	6,377,868	9,325,339	15,581,573	12,813,605	13,333,120	12,277,041	13,164,326
21	Less Net Fund Transfers (From CIP)			297,321				
22	Net Annual Funds Available	(\$476,834)	(\$1,572,839)	\$2,958,252	\$6,163,645	\$918,244	\$1,770,949	\$2,612,978
23	Transfer to Rate Stabilization Fund			\$0	\$0	\$0	\$0	\$2,189,834
24	Ending Fund Balances	\$1,751,730	(\$673,498)	\$2,081,475	\$240,516	\$158,753	\$2,229,882	\$2,632,848
25	Total Coverage	0.93	0.89	1.23	0.86	1.02	1.14	1.20
26	20% Board Policy Reserve	\$1,275,512	\$1,865,854	\$2,916,395	\$2,562,723	\$2,471,826	\$2,465,408	\$2,632,848
27	User Charges		\$7.93	\$8.91	\$11.89	\$12.49	\$12.86	\$13.25
28	User Charge Per Million Gallons		\$1,045	\$1,353	\$1,414	\$1,687	\$1,740	\$1,794
29	Percent Change in User Charge			25.80%	26.80%	5.80%	3.00%	3.00%
30	Rate Stabilization Fund- Cumulative Balance			\$0	\$0	\$0	\$0	\$2,189,834

Notes: The following notes refer to individual line numbers above:

1 The proposed User Charge is based on the growth provided by RBF engineers Nov. 3 2005 and the rate increased as noted on line 1

2 High Strength is inflated at 3.0% LA Region CPI last 5 years

3 Septage Receiving is inflated at 3.0% LA Region CPI last 5 years

4 Reclaimed Water Sales is inflated at an assumed 4% per year

5 Potomacrest Fees inflated at 3.0% LA Region CPI last 5 years

6 Interest is based on Average Fund balance at 5.0% using a combination of LAUF and CDO

7 \$1,000,000 rate for a maximum of 5 years at 5% interest only to be taken out by permanent financing

8 Personnel Expense is based on the average cost per employee (cost of employee FY 06-07(1)), 3.0% per year following FY's Employee cost as follows FY 01-02 (43) Emp. FY 02-03 (43) Emp. FY 03-04 (43) Emp. FY 04-05 (43) Emp. FY 05-06 (43) Emp. FY 06-07 (43) Emp. FY 07-08 (43) Emp. FY 08-09 (43) Emp. FY 09-10 (43) Emp. FY 10-11 (43) Emp. FY 11-12 (43) Emp. FY 12-13 (43) Emp.

9 Maintenance is inflated 3.0% per year

10 Operations Cost is inflated as cost of growth and 3.0% inflation

11 Energy is inflated at 4.0% Los Angeles- Riverside CPI

12 Administration is inflated 3.0% per year

13 Repair and Replacement Budget Based on General Managers Assessment of Facilities inflated at 3.0%

14 Debt service on a \$2M borrowing for 5 years interest only (5%) assumes rate out with permanent financing -Cost of financing includes legal and professional services at \$400 per hour costs to preparation for borrowing

15 Capital Fund Reimbursements (AFR) -This is to reimburse the capital fund for cost of these funds for R & B

16 Anti-degradation Policy is based on \$300,000 beginning in FY 10-11 based on management's best estimate as this cost

17 Total Use of Funds- Lines 19 through 27

18 Fund Transfers account for any reimbursements to the general fund for capital or bond funded work done by VVWRA staff

19 Net Operating Income/ Loss is the annual difference between operating revenue and operating expenses (Line 6-Line 26-Line 29)

20 Transfer to Rate Stabilization Fund is Lines 28+29+30+31+32+33+34

21 Ending Fund Balance is the result of beginning fund balance plus Funds Source less Funds Use-Line 24-Line 20

22 Fund Coverage-See Table 22

23 Antidegradation Policy- The Board of Directors adopted a policy of maintaining a 20% operating reserve this is the target line

24 User Charge-See Board Policy Reserve as noted on line 1

25 User Charge Per Million Gallons is based on annual user charge revenue divided by the total total annual volume of average used

26 Percent Change in User Charge is the annual increase in the monthly charge (check line)

27 Rate stabilization fund is funded after the minimum reserve and R & B needs are met. Minimum target is 6 months of O & M and a maximum of 18 months.

28 Note: The Proposed Changes include the CPI Increase

EXHIBIT "B"

Victor Valley Wastewater Reclamation Authority User Charge Study

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY USER CHARGE STUDY

Presented by
Glenn M. Reiter

2007

Reiter-Lewis Consultants

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EXECUTIVE SUMMARY

INTRODUCTION

Victor Valley Wastewater Reclamation Authority (Authority/VVWRA) developed a Capital Improvement Plan in 2005 to accommodate the projected growth. The plan identified over \$300,000,000 in project construction. The immediate need was for approximately \$80,000,000, which would require debt financing. In preparation for the financing and to satisfy State law regarding the appropriateness of fees, financial analysis indicated that the Authority needed to increase capital facility fees. This was accomplished in 2005.

Through the Financial Status Examination, it was determined that rate increases were needed.

Because this would be the first time the Authority would borrow funds, the Authority's entire financial status was examined. From this examination, it was determined that the current operating and maintenance revenues were not sufficient and rate increases were needed.

The purpose of this report is develop a rate increase that will put the Authority on sound financial footing and at the same time demonstrate to the financial markets the Authority's ability to assume debt.

OBJECTIVES OF RATE INCREASE

The proposed rate adjustments have to take into consideration the following:

1. Developing and maintaining an operating & maintenance coverage of 1.2 times annual operating expenses
2. Per board policy, provide for a minimum operating reserve of 20%
3. Reimburse the capital fund for use of Adelanto separation funds
4. Fund the Anti-Degradation policy
5. Develop adequate funds for repair and replacement
6. Demonstrate financial strength in preparation of a potential borrowing

In keeping with the Law and Board Policy, any debt for growth is to be funded from capital facility fees, if any debt is issued for repair, replacement, or repayment it must come from the user charges.

As mentioned above, the Capital Facility Fee was developed reflecting the 2005 Capital Improvement Program (CIP). Even though the CIP is to be funded by Capital Facility Fees, it is necessary to demonstrate that the Authority has the ability to pay its prospective the debt if the Capacity Fees are insufficient to cover the annual debt payment. In order to demonstrate credit worthiness, VVWRA should demonstrate it has the resources to pay its debt, even if the housing market slumped. This is demonstrated by adequate operating coverage as well as cash reserves.

STANDARD AND POOR'S (S & P) INPUT

As a step in the preparation for the Authority's financial plan, it was considered prudent to have an informal meeting with S&P to receive their input as to what they expected to see regarding financial strength.

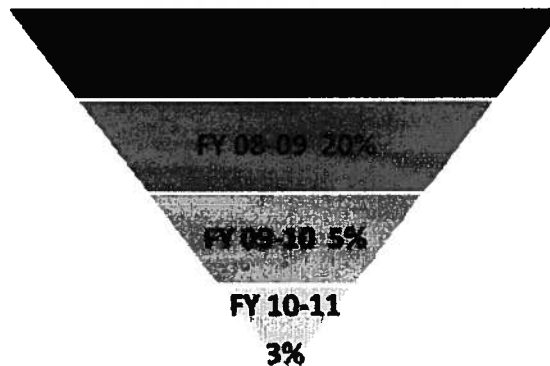
Briefly, their requirements were:

1. A minimum operating reserve of 1 year of operating expenses
2. Annual Operations and Maintenance coverage of 1.2
3. Use of the Authority's restricted funds for the State Revolving Fund as an additional reserve for Authority debt
4. Capital Debt coverage of 1.2 for the capital program paid by Capacity Fees
5. Demonstration of adequacy to pay anticipated debt service in case of a recession
6. Development and adoption of financial policy
7. Timely response to rate adjustments, if necessary

A draft financial policy was submitted to the Technical Advisory Committee (TAC) and Board for their consideration. The remaining items are addressed in the models.

PROPOSED RATE INCREASES

In response to the aforementioned requirements, the following rate adjustments are recommended:



It is also recommended that if the proposed rate increase occurs later in the fiscal year, the revenue be annualized so the Authority generates a full years revenue at the new rate adjusted to cover the Cost of Operations and Maintenance.

INITIAL REVIEW

Reiter Lowry Consultants' first step was to examine the operating and maintenance revenues and cost of the day-to-day operations for VVWRA. This is based on cash only with no accruals or adjustments for depreciation in the operating expense. The analysis revealed that the current operating revenues are not sufficient to fund basic operating and maintenance expenses. In addition, it was noted that the line item

for maintenance and repair was relatively low considering the size of the facility. It was also noted that there was a separate repair and replacement fund but the source of those funds were from the Adelanto Separation Fund (ASF).

The ASF was established to reduce the impact on VVWRA capital projects as a result of the City of Adelanto leaving the Authority. During the audit process, it was discovered that the funds in the ASF were borrowed from VVWRAs capital fund. The use of these funds provided the positive cash balance in the O & M fund.

Additionally a study was conducted regarding groundwater degradation. The resulting report identified a need to fund a new water quality program.

OUTCOME

The TAC was presented with the forgoing information and the staff and consultants were directed to develop a rate model that would consider short-term borrowing as part of the rate increase mitigation.

Develop a comprehensive picture of the funds as well as the daily operating revenue and expenses that is clear and easy to understand.

The first model presented to the TAC displayed the operating revenue and expenses as well as the non-operating revenue and expenses based on cash. The TAC wanted to see the model incorporate the fund balance for the operating and non-operating portions of the budget. Inclusion of the fund balance would provide the TAC with a comprehensive picture of the funds on hand as well as the daily operating revenue and expenses.

It was felt by some members of TAC that the model as originally presented was too complicated to explain to the public and they wanted to see all revenues and expenses on one page. The TAC expressed concern that the public might not understand operating versus non-operating. Further, it was suggested that a short-term borrowing be included to cover the major replacement items and that it be shown as a source of cash in the model. The borrowing would reimburse the Capital Fund for moneys used for repair and replacement. Because of this, the general fund has an obligation to reimburse the capital fund. The short-term borrowing provides an efficient means to fund near-term replacement needs while minimizing the impact on the operating budget. See (Appendix A) for repair and replacement.

Several models were developed. One model included a single large rate adjustment. Two other models spread the charge over two or three year period.

RATE DEVELOPMENT

OVERVIEW

Meeting the operating objectives outlined earlier would require a onetime rate increase of approximately 75%. The TAC suggested that the increase be spread over two or three years. It was then suggested that the ASF reimbursement from the General Fund to the Capital Fund be spread over a 10-year period as a line item expense and that a reduced borrowing be accomplished through a note with interest only for not more than 5 years.

FORMAT FOR RATE MODEL

As previously discussed, the TAC has been very involved in the development of the proposed rate change. Formats have been submitted that examine the revenue and expenses in different ways. The underlying goal is to identify clearly the revenue required to meet daily operating expenses and maintain the plant in the future.

Concurrently with this, the goal is to demonstrate that the Authority is in a sound financial position thus better positioning VVWRA for any debt financing

The TAC asked for a model that simplified the rate analysis. The customary rate model is a cash model and does not take into consideration fund balance as Model A does. (Appendix B). The TAC felt that the fund balance was a better explanation as it took into consideration cash balances from year to year. In addition, they wanted to show all the sources and uses on one page to facilitate explanation.

As previously discussed, two models are included in this report and the following will address each one separately.

RATE MODELS

Since VVWRA does not serve the end user, the rate development is directed at the "wholesale level." However, it is important to set the rate in a manner that reflects the cost of service. VVWRA's rates are already in conformance with the State regulations requiring that there be a charge for volume as well as strength. This report only addresses the volume charge.

VVWRA has four wholesale customers and does not bill the individual customer. The establishment of a "wholesale rate" is different from developing rates for retail users. Whatever rate is developed it will have to be passed through the member agencies to the customer. In light of this, the goal was to develop a model that would address the foregoing issues and be readily understood by the Authority's member agencies.

MODEL A

Model A (Appendix B) condenses all the items into one view thus enabling the reader to view all the sources, uses and cash balance in a condensed form.

MODEL B

Model B (Appendix C) shows each element in a separate fund as follows:

- Operating Fund
- Reserve Fund
- Repair and Replacement Fund
- Rate Stabilization Fund

MODEL COMPONENTS

OPERATING FUND

The Operating Fund identifies daily operating basis. Funds that are in excess of the daily O & M needs are applied to the Operating Reserve (up to at least the minimum 20% threshold previously adopted by the Authority board). Once the minimum reserve is achieved, funds are then available for the Repair & Replacement Fund. Any funds available after the foregoing will flow into a Rate Stabilization fund.

Model B depicts all the elements in model A but includes fund balances in each separate fund.

EXPENSE ITEMS

Not all expenses are driven solely by inflation and need to be addressed in an appropriate manner. For utilities that are experiencing growth like the Authority's expenses are driven by both inflation and the need for additional resources to accommodate that growth such as increased staff, energy, chemicals etc. These costs are estimated by establishing the number of employees, energy, chemicals to accommodate "MGD" of plant flow. The expense is further adjusted to account for inflation.

To assist in the estimating appropriate personnel levels, benchmarking studies done by the *American Water Works Association Benchmarking Performance Indicators for Water and Wastewater Utilities: Survey Data and Analysis Report* was used to provide a staffing level to accommodate the projected growth.

The projected growth in users was provided by RBF engineers in cooperation with the member agencies.

General expenses were inflated using the Los Angeles regional CPI. Repair and replacement were inflated using the Engineering News Record Index (ENR) as those expenses are related to the construction industry and subject to different inflationary pressures.

ANTI-DEGRADATION POLICY

The Regional Water Quality Control Board has developed an anti-degradation policy for the protection of groundwater quality, which entails capital as well as ongoing O & M expenses. The program has not been fully developed at this time and management has estimated it will begin in FY 10-11. This item will be evaluated on a yearly basis.

RESERVES

Both models are designed to meet the existing Board Policy of a 20% minimum O & M reserve. The Appendix B model shows this as an ending balance for the sources and uses. The model in Appendix C shows this in separate funds.

REPAIR & REPLACEMENT FUND

The repair and replacement fund has been shown as a line item in Appendix B. The detail is found in Appendix C. The annual cost for this expense is depicted in detail in both models (Appendix A). Management has identified numerous items that need immediate attention. These items are a major expense and could not be funded from current revenues without exceptionally large rate increases.

REPAIR & REPLACEMENT FINANCING

Due to the magnitude and urgency of needed facilities, it was deemed necessary to borrow sufficient funds for the next 4 years. The repair and replacement of items listed in the R & R program are critical in the treatment process. A failure of key components could result in a spill and/or a violation of discharge requirements. VVWRA has already experienced such an event, which has proven very costly.

This report projects the issuance of a \$7,000,000, a Note in FY 07-08 to fund these needed facilities. The use of a short-term note eliminates a major impact on the user charge and at the same time facilitates the repair and replacement of critical plant components. It is anticipated that note will be replaced by a permanent financing once the entire capital program has been developed. The note would be callable after one year or two years, thus providing VVWRA the flexibility to pay it off sooner depending on available cash or a permanent borrowing.

GENERAL FUND REIMBURSEMENT (ASF)

As previously discussed, the capital fund is to be reimbursed for the use of capital funds for O & M. The capital fund will be reimbursed over 10 years at an interest rate equal to Local Agency Investment Fund (LAIF) rate, currently 5.2%. This is a use of funds item in Model A and in Model B an expense in the Repair & Replacement fund.

RATE STABILIZATION FUND

In order to mitigate the impact of future rate increases, a rate stabilization fund has been included in both models. Should the growth not develop as anticipated or there are unexpected expenses this fund will be available to make up the difference and thus avoid abrupt or major rate increases in the future. This is shown in both models as a cumulative balance.

Both models depict a minimum and maximum level for the rate stabilization fund. The minimum has been set at 6 months of O & M expense with a maximum of 18 months of expense. It is assumed that in the development of a finance policy this would be reviewed to determine its adequacy. Since user charge, revenue is not very sensitive to seasonal conditions the major exposure is equipment break down or exceptional treatment cost. An examination of this potential would refine the minimum and maximum levels.

COVERAGE

Both models are intended to achieve a minimum O & M coverage of 1.2x. It should be noted that the O & M coverage calculation used in a financing is based on actual O & M cash expenses; it does not include such items as depreciation/R & R, or debt service. Those items are treated “below the line”, that is, after the payment of operating expenses and debt service.

FOOT NOTES

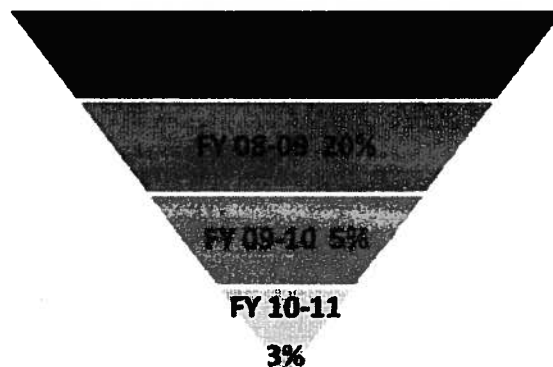
Both models use footnotes for each line item to explain briefly either a calculation, inflation rate or other notable feature.

SUMMARY AND CONCLUSION

The models demonstrate that current revenue does not fund day-to-day operations, which mean there is no build up of reserves or funds for repair and replacement.

In order to minimize the rate increase, the reimbursement of the Capital Fund has been spread over 10 years. The Repair and Replacement expense will be covered by a \$7,000,000 note with interest payments only until it is taken out by a permanent financing.

After these changes were made, the proposed annual increases are as follows:



RECOMMENDATION

The following actions are recommended:

- The forgoing rates be adopted for the next four years, subject to annual review and adjustment if necessary
- Authorization to borrow \$7,000,000 on a short term note
- Development and approval of a Financial Policy reflecting S & P's requirements
- Establish a Rate Stabilization Fund with a minimum and maximum funding level

For a comparison of user charges please see Appendix D.

Victor Valley Wastewater Reclamation Authority Near Term Appendix A

Capital Replacement Program

Project List			% of Total	2007-2008	2008-2009	2009-2010	2010-2011
SITE SPECIFIC R&R PROJECTS (completed w/in 4 years)							
5	Headwork's						
6	Bar Screens (2)	90,000	1.3%	60,000		30,000	
7	Grit Classifier (2)	23,000	0.3%	8,000	7,000		8,000
8	Compactor (1)	10,000	0.1%	5,000			5,000
9	Concrete Corrosion	45,000	0.7%	25,000	20,000		
10	Primary Clarifiers						
11	Tank and Equipment Rebuild (4)	295,000	4.4%	260,000			35,000
12	Pump Rebuilds and Spare Parts (4)	60,000	0.9%	35,000		25,000	
13	Aeration Basins						
14	Tank and Aeration Equipment Rebuild	150,000	2.2%	75,000	75,000		
15	Blower Building(s)						
16	Engine Camshafts (4)	30,000	0.4%	15,000		15,000	
17	Turblex Servicing (2)	70,000	1.0%	35,000		35,000	
18	Heat Exchangers (3)	15,000	0.2%	15,000			
19	Cylinder Heads (6)	78,000	1.2%	32,000	16,000		30,000
20	Misc. Parts	35,000	0.5%	15,000	5,000	10,000	5,000
21	Fluids	80,000	1.2%	20,000	20,000	20,000	20,000
22	MCC Room	35,000	0.5%	15,000	5,000	10,000	5,000
23	Generators (2)	50,000	0.7%			25,000	25,000
24	Coatings	32,000	0.5%	8,000	8,000	8,000	8,000
25	Secondary Clarifiers						
26	Motors (2)	5,000	0.1%	1,250	1,250	1,250	1,250
27	Gear Reducers (2)	10,000	0.1%	2,500	2,500	2,500	2,500
28	Coatings (2)	60,000	0.9%	30,000	10,000	10,000	10,000
29	Concrete Corrosion (2)	55,000	0.8%	25,000	10,000	10,000	10,000
30	Percolation Pond Pumps						
31	Rebuild (2)	50,000	0.7%	25,000		25,000	
32	Spare Parts	30,000	0.4%	15,000			15,000
33	Service Water Pumps						
34	Rebuild (2)	50,000	0.7%	25,000		25,000	
35	Spare Parts	30,000	0.4%	15,000			15,000
36	Backwash Pumps						
37	Rebuild Pumps (2)	30,000	0.4%	15,000		15,000	
38	Spare Parts	20,000	0.3%	10,000			10,000
39	Reclaimed Water Pumps (250hp)						
40	Rebuild Pumps (2)	75,000	1.1%		37,500		37,500
41	Spare Parts	50,000	0.7%	25,000		25,000	
42	Tertiary Filtration - Dyna Sand						
43	Compressor Rebuild (2)	30,000	0.4%		15,000		15,000
44	Tertiary Filtration Traveling Bridge Filters						
45	Control System Replacement/Rebuild	25,000	0.4%		5,000	20,000	
46	Alum Supply Building/Pump/Controls	85,000	1.3%	5,000	80,000		
47	Chlorine Building						
48	Rebuild Chlorinators	30,000	0.4%	10,000	5,000	10,000	5,000
49	Building Maintenance	40,000	0.6%	10,000	10,000	10,000	10,000
50	Chlorine Contact Chamber						
51	Emergency Hypochlorite Addition	30,000	0.4%	15,000	5,000	5,000	5,000
52	Ammonia Building/Pumps/Controls	65,000	1.0%	5,000	50,000	5,000	5,000

Victor Valley Wastewater Reclamation Authority Near Term Appendix A

Capital Replacement Program

	Project List		% of Total	2007-2008	2008-2009	2009-2010	2010-2011
53	Dechlorination System						
54	Rehabilitate Plumbing and Building	20,000	0.3%	15,000		5,000	
55	Sodium Bisulfite Analyzers	29,000	0.4%	20,000	3,000	3,000	3,000
56	Percolation Ponds						
57	Valves	32,000	0.5%	8,000	8,000	8,000	8,000
58	Pond Bottom Maintenance	200,000	3.0%	50,000	50,000	50,000	50,000
59	Digesters (1-3)						
60	Cleaning (1&3)	105,000	1.6%		105,000		
61	Large Netzche Pump	25,000	0.4%			25,000	
62	Small Netzche Pumps (3)	45,000	0.7%	15,000	15,000	15,000	
63	Controls (H2S Damage)	85,000	1.3%	25,000	40,000	20,000	
64	Misc. Plumbing	40,000	0.6%	10,000	10,000	10,000	10,000
65	Misc. Parts	20,000	0.3%	5,000	5,000	5,000	5,000
66	Muffin Monster Rebuilds (3)	24,000	0.4%	8,000	8,000	8,000	
67	Muffin Monster Spare	20,000	0.3%	20,000			
68	Coatings	50,000	0.7%	12,500	12,500	12,500	12,500
69	Identification/Labeling	8,000	0.1%	2,000	2,000	2,000	2,000
70	Mixer Pumps Rebuild (3)	60,000	0.9%	20,000	20,000	20,000	
71	Mixer Spare Parts	20,000	0.3%		10,000		10,000
72	Gravity Belt Thickener						
73	Netzche Pump Rebuild	20,000	0.3%		20,000		
74	Building (severe H2S damage)	250,000	3.7%	15,000	25,000	210,000	
75	Corrosive gas/Odor Control	35,000	0.5%			35,000	
76	Apple Valley Pump Station						
77	Severe damage to entire structure from H2S	2,640,000	39.2%	528,000	1,584,000	528,000	
78	Pump Station CSA 64						
79	Rebuild to provide upper narrows relief						
80	Pump/Controls/Building	230,000	3.4%	200,000	10,000	10,000	10,000
81	Potable Water Pumps						
82	Rebuild (2)	65,000	1.0%		32,500		32,500
83	Spare Parts	30,000	0.4%	15,000			15,000
84	Oro Grande Pump Station						
85	Repair Flood Damage	432,000	6.4%	432,000			
86	Administration Building						
87	General Maintenance	100,000	1.5%	25,000	25,000	25,000	25,000
88	Operations Building						
89	General Maintenance	80,000	1.2%	20,000	20,000	20,000	20,000
90	New Facilities for 14.5 and 18mgd Expansions						
91	Blowers, Secondary Clarifiers	210,000	3.1%		50,000	80,000	80,000
92							
93	SUB-TOTAL Site Specific R&R	6,743,000		2,302,250	2,442,250	1,433,250	565,250

Victor Valley Wastewater Reclamation Authority Near Term Appendix A
Capital Replacement Program

Project List		% of Total	2007-2008	2008-2009	2009-2010	2010-2011
		% of Total	2007-2008	2008-2009	2009-2010	2010-2011
ANNUAL R&R PROJECTS						
97	Electrical Preventative Maintenance Project	40,000	5.71%	40,000	40,000	40,000
98	Valve & Pipe Replacement Program	27,800	3.97%	27,800	27,800	27,800
99	Process Equipment Repair Program	150,000	21.41%	150,000	150,000	150,000
100						
101	Asphalt Repair & Replacement Program	10,000	1.43%	10,000	10,000	10,000
102						
103	Facility/Grounds Maintenance	17,300	2.47%	17,300	17,300	17,300
104	Metering Station Flow Monitoring Studies	120,000	17.13%	120,000	120,000	120,000
105	Replacement Refrigerated Samplers	24,000	3.43%	24,000	24,000	24,000
106						
107	Metering Station Telemetry Replacement	10,500	1.50%	10,500	10,500	10,500
108	Vehicle Replacement Program	80,000	11.42%	80,000	80,000	80,000
109	Computer Equipment Replacement Program	45,000	6.42%	45,000	45,000	45,000
110	Flood Protection Improvements	25,000	3.57%	25,000	25,000	25,000
111	Interceptor Manhole Repair & Replacement	59,000	8.42%	59,000	59,000	59,000
112	Computer Software & System Replacement	30,000	4.28%	30,000	30,000	30,000
113						
114	Mobile Equipment Overhaul Program	19,300	2.76%	19,300	19,300	19,300
115						
116	SCADA System Improvement & Replacement	8,900	1.27%	8,900	8,900	8,900
117						
118	Labeling of Machinery & Equipment	5,000	0.71%	5,000	5,000	5,000
119	Lab Equipment Replacement	13,700	1.96%	13,700	13,700	13,700
120						
121	Switchgear Appraisal Testing	15,000	2.14%	15,000	15,000	15,000
122						
123	Sub-Total Annual R&R	700,300	100.00%	700,300	700,300	700,300
124						
125	Sub-Total of Site Specific R&R	\$6,743,000		\$3,002,750	\$3,142,750	\$2,133,750
126						
127	Inflation at 3.8%	\$469,186		\$140,724	\$146,844	\$107,702
128						
129						
130	TOTAL R&R 2007-2011	\$7,912,686		\$3,843,974	\$3,989,294	\$2,941,952

**Victor Valley Wastewater Reclamation Authority Total Source and Use of Funds-
Consolidated View
For Fiscal Years Ending 2007 Through 2012**

Line		Increase in User Charges						
		0.00%	0.00%	25.00%	20.00%	5.00%	3.00%	3.00%
		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
		Budget						
5	Beginning Fund Balance	\$2,248,574	\$1,751,750	(\$873,698)	\$2,081,475	\$240,516	\$458,753	\$2,229,802
Source of Funds								
8	User Charges	4,791,095	5,470,000	7,624,135	10,019,213	11,558,729	13,039,471	14,598,654
9	High Strength	314,272	325,000	336,700	348,821	361,379	374,388	387,866
10	Septage Receiving	436,854	450,000	466,200	482,983	500,371	518,384	537,046
11	Reclaimed Water Sales	22,824	25,000	26,000	27,040	28,122	29,246	30,416
12	Pretreatment Fees	51,875	60,000	62,160	64,398	66,716	69,118	71,606
13	Interest	161,740	70,000	21,951	30,194	58,050	17,482	121,715
14	Proceeds From Borrowing			7,000,000				
15	Other	102,076	2,500					
16	Total Source of Funds	5,880,736	6,402,500	15,537,146	10,972,650	12,573,366	14,048,089	15,747,304
Use of Funds								
19	Personnel	3,175,511	3,601,169	4,053,070	4,294,412	4,646,744	5,018,879	5,199,559
20	Maintenance	371,872	385,000	364,672	377,800	391,401	405,491	420,889
21	Operations	884,758	985,000	937,580	1,080,876	1,208,430	1,345,740	1,493,447
22	Energy	778,574	875,000	917,000	961,016	1,007,145	1,055,488	1,106,151
23	Administration	1,107,183	1,274,500	1,320,382	1,367,916	1,417,161	1,468,179	1,521,033
24	Repair & Replacement-Needs	59,662	\$2,317,600	3,843,974	3,989,294	2,941,952	2,040,968	2,474,451
25	Debt Service on CDPs/Includes cost of Issue			\$753,000	\$350,000	\$350,000	\$350,000	\$350,000
26	Capital Fund Reimbursement (Adelanto)			\$392,296	\$392,296	\$392,296	\$392,296	\$392,296
27	Anti-degradation Policy Compliance						200,000	207,200
28	Total Use of Funds	6,377,560	9,325,269	12,581,973	12,813,609	12,355,129	12,277,041	13,164,226
30	Less Net Fund Transfers (From CIP)		297,321					
32	Net Annual Funds Available	(\$496,824)	(\$2,625,448)	\$2,955,173	(\$1,840,959)	\$218,237	\$1,771,049	\$2,583,077
34	Transfer to Rate Stabilization Fund			\$0	\$0	\$0	\$0	\$2,180,034
36	Ending Fund Balance	\$1,751,750	(\$873,698)	\$2,081,475	\$240,516	\$458,753	\$2,229,802	\$2,632,845
38	Total Coverage	0.92	0.69	1.23	0.86	1.02	1.14	1.20
39	20% Board Policy Reserve	\$1,275,512	\$1,865,054	\$2,516,395	\$2,562,722	\$2,471,026	\$2,455,408	\$2,632,845
41	User Charges		\$7.93	\$9.91	\$11.90	\$12.49	\$12.86	\$13.25
42	User Charge Per Million Gallons		\$1.065	\$1.353	\$1.614	\$1.687	\$1.740	\$1.794
43	Percent Change in User Charge			25.00%	20.00%	5.00%	3.00%	3.00%
44	Rate Stabilization Fund- Cumulative Balance			\$0	\$0	\$0	\$0	\$2,180,034

Notes: The following notes refer to individual line numbers above

8 The projected User Charge revenue is based on the growth provided by RBF engineers Nov. 3 2006 and the rate increased as noted on line 1

9 High Strength is inflated at 3.6% L.A. Region CPI Last 5 years

10 Septage Receiving inflated at 3.6% L.A. Region CPI Last 5 years

11 Reclaimed Water Sales inflated at an estimated 4% per year

12 Pretreatment Fees inflated at 3.6% L.A. Region CPI Last 5 years

13 Interest is based on the average fund balance at 5.0% using a combination of LAIF and CDS

14 \$7,000,000 note for a maximum of 5 years at 5% interest only to be taken out by permanent financing

19

Personnel Expense is based on the average cost per employee times the number of employees FY 06-07(43), 3.6%+ or the following FYs: Employees are as follows: FY 07-08 (43) Emp. FY 08-09 (45) Emp. FY 09-10 (47) Emp. FY 10-11 (49) Emp. FY 11-12 (49) FY 13-14 (51) Emp.

20 Maintenance is inflated 3.6% per year

21 Operations Cost inflated as result of growth and 3.6% inflation

22 Energy is inflated at 4.8% Los-Angeles-Riverside CPI

23 Administration inflated 3.6% per year

24 Repair and Replacement Budget Based on General Managers Assessment of Facilities inflated at 3.8%

25

Debt service on a \$7M Borrowing for 5 years-Interest only (5%) -assumes take out with permanent financing -Cost of issuance includes legal and professional services as well as past costs in preparation for borrowing

26 Capital Fund Reimbursement (ASF) -this is to reimburse the capital fund for use of these funds for R & R

27 Anti-Degradation Policy is based on \$200,000 beginning in FY 10-11 based on management's best estimate at this time

28 Total Use of Funds=Rows 19 through 27

29 Fund Transfers account for any reimbursements to the general fund for capital or bond funded work done by VVWRA staff

30 Net Operating Income(Loss)=the annual difference between operating revenue and operating expenses=Line 6-Line 28+Line 30

31 Transfer to Rate Stabilization Fund is Lines 5+8+9+10+11+12+13+15-28-39

32 Ending Fund Balance=the result of beginning fund balance plus Funds Source less Funds Use=Lines 5+32-34

33 Total Coverage=Line 16/line 28

34 Minimum Operating Balance- the Board of Directors adopted a policy of maintaining a 20% operating reserve-this is the target line

41 User Charges are based on the increase as noted in line 1

42 User Charge Per Million Gallons is based on annual user charge revenue divided by the total total annual volume of sewage treated

43 Percent Change in User Charge is the annual increase in the monthly charge (Check line)

44 Rate stabilization fund is funded after the minimum reserve and R & R needs are met. Minimum target is 6 months of O & M and a maximum of 18 months.

**Victor Valley Wastewater Reclamation Authority
Financing Format
Projected Operating Results and Fund Balance**

Line		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
2	Key Results Summary							
3	Increase in user Charges (input)		7.93	25.00%	20.00%	5.00%	3.00%	3.00%
4	User Charges			9.91	11.90	12.49	12.86	13.25
5								
6	User Charge per Million Gallons		\$1,065	\$1,353	\$1,614	\$1,687	\$1,740	\$1,794
7								
8	Borrowing		-	7,000,000	-	-	-	-
9	Adelanto Capital Fund Reimbursement (10 Years)	-	-	392,296	392,296	392,296	392,296	392,296
10								
11								
12	20% Bond Structure Ratio	\$1,275,512	\$1,865,054	\$2,514,177	\$2,560,416	\$2,469,325	\$2,454,228	\$2,632,845
13								
14	20% Bond Structure Ratio	\$508,773	\$200,925	\$1,145,367	\$2,560,416	\$2,469,325	\$2,454,228	\$2,632,845
15		Met	Met	Met	Met	Met	Met	Met
16								
17	20% Bond Structure Ratio	1.2	1.2	1.2	1.2	1.2	1.2	1.2
18								
19	20% Bond Structure Ratio	0.91	0.91	1.12	1.36	1.45	1.48	1.58
20		Met	Met	Met	Met	Met	Met	Met
21								
22	Operating Fund							
23								
24		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
25	Revenue							
26	User Charges	4,791,095	5,470,000	7,624,135	10,019,213	11,558,729	13,039,471	14,598,654
27	High Strength	314,272	325,000	336,700	348,821	361,379	374,388	387,866
28	Septage Receiving	436,854	450,000	466,200	482,983	500,371	518,384	537,046
29	Reclaimed Water Sales	22,824	25,000	26,000	27,040	28,122	29,246	30,416
30	Pretreatment Fees	51,875	60,000	62,160	64,398	66,716	69,118	71,606
31	Interest	10,545	70,000	21,951	30,472	58,899	18,860	124,569
32								
33	Other	102,076	2,500	-	-	-	-	-
34	Total Revenue	5,729,541	6,402,500	8,537,146	10,972,927	12,574,216	14,049,468	15,750,157
35								
36	Expense							
37	Personnel	3,175,511	3,601,169	4,053,070	4,294,412	4,646,744	5,018,879	5,199,559
38	Maintenance	371,872	352,000	364,672	377,800	391,401	405,491	420,089
39	Operations	1,663,332	905,000	937,580	1,080,876	1,208,430	1,345,740	1,493,447
40	Energy	-	875,000	917,000	961,016	1,007,145	1,055,488	1,106,151
41	Administration	1,107,183	1,274,500	1,320,382	1,367,916	1,417,161	1,468,179	1,521,033
42	Anti-degradation Policy Compliance	-	-	-	-	-	200,000	207,200
43	Total Expense	6,317,898	7,007,669	7,892,704	8,082,019	8,670,881	9,493,777	9,947,479
44								
45	Net Income (Loss)	(\$588,357)	(\$605,169)	944,442	2,890,908	3,903,335	4,555,691	5,802,678
46								
47								
48								
49								
50	Balance Sheet							
51		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
52	Beginning Balance	\$1,097,130	\$508,773	\$200,925	\$1,145,367	\$2,560,416	\$2,469,325	\$2,454,228
53								
54	Net Cash Flow—Income / (Loss)	(\$588,357)	(\$605,169)	\$944,442	\$2,890,908	\$3,903,335	\$4,555,691	\$5,802,678
55	Net Fund Transfers From CIP—In/(Out)		\$297,321					
56	Transfer to Repair and Replacement				(\$1,475,859)	(\$3,994,425)	(\$4,570,788)	(\$5,624,061)
57	Payables							
58	Ending Fund Balance	\$508,773	\$200,925	\$1,145,367	\$2,560,416	\$2,469,325	\$2,454,228	\$2,632,845
59								
60								
61	Repair and Replacement Fund							
62		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
63	Beginning Balance	\$1,151,444	\$1,242,977	(\$1,074,623)	\$947,197	(\$2,297,004)	(\$1,978,324)	(\$184,901)
64	Sources							
65	Transfer From Reserve				\$1,475,859	\$3,994,425	\$4,570,788	\$5,624,061
66	Gross Proceeds from Note Borrowing	-	-	7,000,000	-	-	-	-
67	Interest	151,195						
68	Uses							
69	Debt Service on Note /Includes cost of Issue	-	-	(753,000)	(350,000)	(350,000)	(350,000)	(350,000)
70	Repair & Replacement-Needs	(59,662)	(2,317,600)	(3,832,884)	(3,977,764)	(2,933,449)	(2,035,069)	(2,474,451)
71	Capital Fund Reimbursement (Adelanto)	-	-	(392,296)	(392,296)	(392,296)	(392,296)	(392,296)
72	Transfer to Rate Stabilization Fund							(\$2,222,413)
73								
74								
75		\$1,242,977	(\$1,074,623)	\$947,197	(\$2,297,004)	(\$1,978,324)	(\$184,901)	

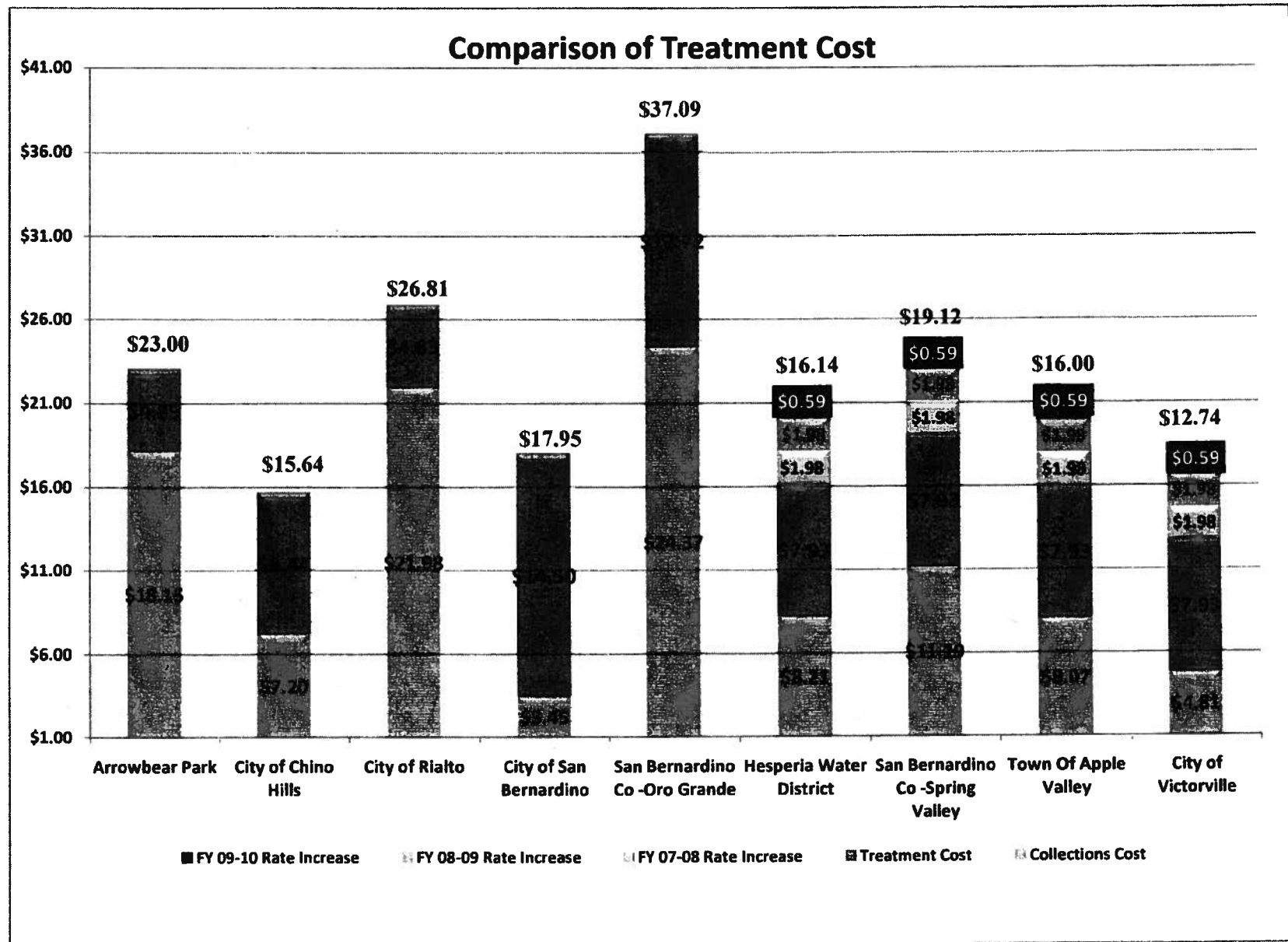
**Victor Valley Wastewater Reclamation Authority
Financing Format
Projected Operating Results and Fund Balance**

Line		FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
2	Key Results Summary							
	Repair and Replacement Fund							
78	Beginning Balance	-	-	-	-	-	-	\$2,222,413
79	From Funds Available After Repair & Replacement	-	-	-	-	-	-	
80	Use of Funds	-	-	-	-	-	-	\$2,222,413
81	Net Annual	-	-	-	-	-	-	\$2,222,413
82	Ending Fund Balance	-	-	-	-	-	-	\$2,222,413
	Operating Fund							
85	Reserve	\$1,097,130	\$508,773	\$200,925	\$1,145,367	\$2,560,416	\$2,469,325	\$2,454,228
86	Repair & Replacement	\$1,151,444	\$1,242,977	(\$1,074,623)	\$947,197	(\$2,297,004)	(\$1,978,324)	(\$184,901)
87	Stabilization	-	-	-	-	-	-	\$2,222,413
88	Total All Funds	\$2,248,574	\$1,751,750	(\$873,698)	\$2,092,564	\$263,412	\$491,001	\$4,491,741
89	Interest	\$10,545	\$70,000	\$21,951	\$30,472	\$58,899	\$18,860	\$124,569

Notes: The following notes refer to line numbers above

Lines 3 through 20 provide an overview of the key elements of the model

- 4 The projected User Charge revenue is based on growth projections provided by RBF engineers Nov 3 2006 and the rate increased as noted on line 1
- 5 The monthly charge is increased by the percentages in line 4
- 7 Charge per million gallons is based on the annual revenue divided by the million gallons treated
- 9 \$7,000,000 5 year Note to be taken out with permanent financing-Interest only for 5 years
- 10 Reimbursement to the Capital Fund for use of funds for R & R over 10 years at 5.2% interest (LAIF)
- 12 Board policy is for a minimum reserve of 20% or annual Operating expense
- 14 This line shows the model's actual performance in achieving that goal
- 15 This line is a visual indicator to flag if the goal is met
- 17 This is the target coverage to demonstrate financial strength -Suggested by S & P
- 19 Is the actual coverage-Lines 34/43
- 20 Is an indicator to flag if the goal is met
- 26 User Charges are increased as shown on line 4- Revenue is based on projections by RBF engineers-Nov. 3 2006
- 27 High Strength is inflated at 3.6% LA Regional CPI last 5 years
- 28 Septage Receiving is inflated at 3.6% LA Regional CPI -last 5 years
- 29 Reclaimed water sales estimated to increase 4% per year
- 30 Pretreatment fee inflated at 3.6% LA Regional CPI -last 5 years
- 31 Interest on the average balance of the composite funds using the average of the previous and current year at 5% -lines 85-88
This item is based on the average cost per employee times
the number of employees For FY 06-07 (43) employees FY
07-08 (43), FY 08-09 (45), FY 09-10 (47), FY 10-11 (49),
FY 11-12 (49) inflated at 3.6% LA Regional CPI last 5
years
- 38 Maintenance inflated at 3.6% LA Regional Last 5 Years
- 39 Operations is inflated by 3.6% plus cost resulting from growth
- 40 Energy is inflated at 4.8% Los-Angeles CPI
- 41 Administration inflated at 3.6% LA Regional CPI last 5 years
- 42 Anti-degradation based upon preliminary budget by management
- 52 Beginning balance based on annual audit and internal records
- 56 Once the 20% minimum reserve is met funds flow to the Repair and Replacement Fund
- 67 \$7,000,000 5 year Note to be taken out with permanent financing-Interest only at 5%
- 70 Includes soft cost of note issuance and interest only at 5%-plus past soft costs which include legal and professional services in preparation of financing
- 71 Management has prepared a detailed repair and replacement plan as noted in Appendix A
- 72 Reimbursement of Capital Fund based on a 10 year \$3,000,000 principal at LAIF interest of 5.2%
- 73 Fund available after R & R is met are then transferred to the rate stabilization fund
- Funds remaining after R & R needs met. Minimum rate
stabilization fund target is 6 months of O & M expenses and
a maximum of 18 months
- 84 Lines 85-89 are a composite summary of all funds



Charge to Treat One Million Gallons

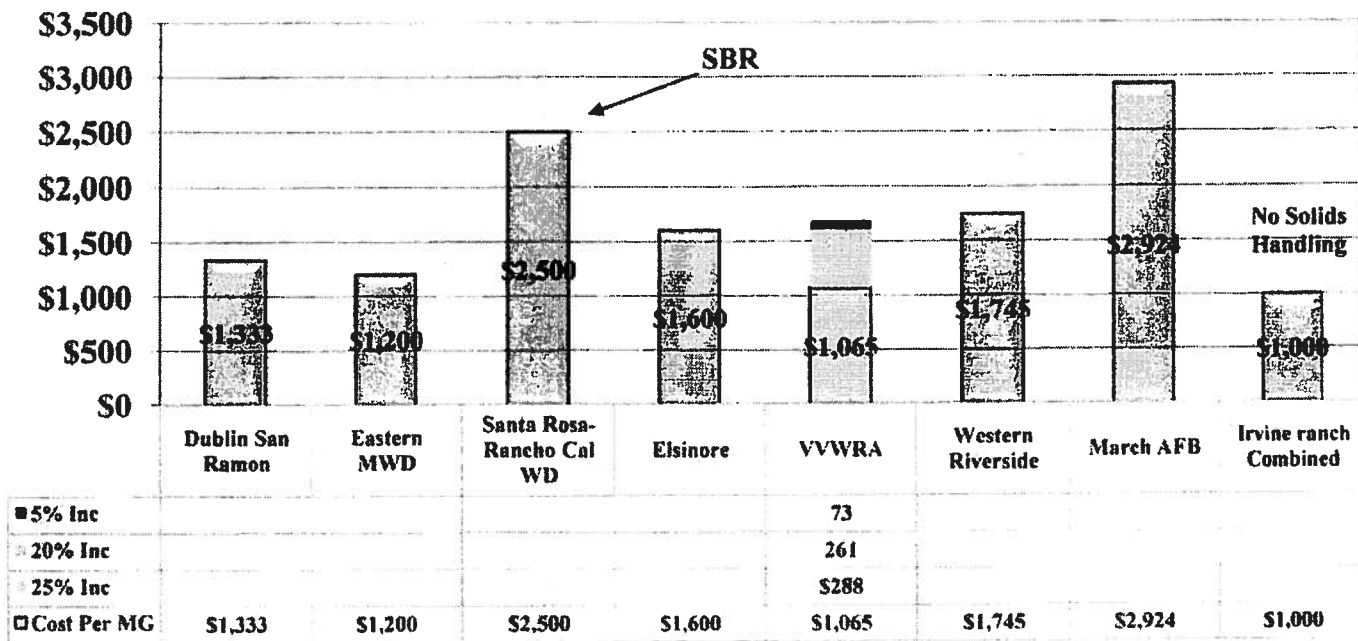


EXHIBIT "C"
City of Victorville
Ten Year CIP Cost Breakdown and Plan

VVCA\0001\DOC\192.DOC

Ten-Year CIP Cost Breakdown

The Ten-Year Sanitary Capital Improvement Plan outlines a total of \$95,748,000 in projects, of which \$45,587,000 will be funded by existing sanitary customers; \$50,161,000 will be funded by future sanitary customers, both commercial and residential, through additional user fees and new sewer connection fees. The City of Victorville's proposed sewer rate increase of Three Dollars Twenty-Four Cents (\$3.24) would assist with funding the \$45,587,000 in projects that would benefit existing ratepayers. The following table is an average annual break down of how the proposed Three Dollars Twenty-Four Cents (\$3.24) will finance the \$45,587,000 over a ten year period.

Annual Revenue and Expenditure Overview

*Current revenues which include VVWRA \$1.99 increase, but do not include City Victorville's proposed \$3.24 increase	\$7,207,490
Property Tax Revenue	\$1,642,453
Existing fund balance available to offset CIP projects	\$1,325,254
Total Revenues	\$10,175,197
Operations and maintenance budget which includes VVWRA annual contract costs	\$7,014,786
Annual portion of CIP assigned to existing users	\$4,558,700
Total Expenditures	\$11,573,486
Net Total Difference	-\$1,398,289
Rate Increase Assumption	The \$3.24 increase is derived from dividing the -\$1,398,289 shortfall by the current 431,328 annual billable sewer units

*Based on current 431,328 annual billable sewer units

CITY OF VICTORVILLE
TEN-YEAR SANITARY CIP

PROJECT DESCRIPTION	FUNDING SOURCE		ESTIMATED TOTAL COST
OLD TOWN VV AREA 31,000' LF SEWER REHAB	25100		\$2,000,000
AMETHYST RD. SEWER TRENCH LINE REPAIR PROJECT	25100		\$900,000
SCLA WET WELL PUMP REPLACEMENT	25100		\$150,000
SEWER ROOT TREATMENT	25100		\$100,000
SOUTH MOJAVE PIPE REPLACEMENT	25100		\$28,000
REPLACEMENT VACTOR	25100		\$400,000
SANITARY EQUIPMENT	25100		\$75,000
SEWER MASTER PLAN	25100		\$150,000
CITY WIDE RECLAIMED WATER PROJECTS (Planning/Design/Const.)	25100		\$1,700,000
RODEO DRIVE PARALLEL RELIEF SEWER (8")	25100		\$1,000,000
LA PAZ/ARROWHEAD PARALLEL RELIEF SEWER	25100		\$1,000,000
LA MESA/MESA LINDA DIVERSION	25100		\$500,000
AMETHYST/LA MESA DIVERSION	25100		\$500,000
SCLA WEST TRUNK MASTER PLAN UPDATE - DR. PEPPER (Design/Const.)	25100		\$750,000
EVALUATION OF EXISTING SEWER FLOWS	25100		\$200,000
LUNA/MESA LINDA DIVERSION	25100		\$500,000
AMETHYST/NORTHSTAR DIVERSION	25100		\$750,000
SCLA PHASE 1A THROUGH IC SEWER LINES	25100		\$2,000,000
CABRILLO/SENECA REPAIR CONSTRICTION	25100		\$25,000
TREATMENT PLANT (Design/Const.)	25100		\$15,000,000
SCLA SLUDGE PONDS & DRYING BEDS	25100		\$2,000,000
		TOTAL FOR FISCAL YEAR 2008/2009	\$29,728,000
PROJECT DESCRIPTION	FUNDING SOURCE		ESTIMATED TOTAL COST
OLD TOWN AREA REHAB (34,000 LF)	25100		\$3,000,000
TREATMENT PLANT (Const.)	25100		\$15,000,000
SURCHARGE MANHOLE - SEWER INSPECTIONS	25100		\$120,000
EL EVADO 12" DIVERSION	25100		\$250,000
SEWER ROOT TREATMENT	25100		\$100,000
FOXBOROUGH NORTH	25100		\$200,000
CITY WIDE RECLAIMED WATER PROJECTS	25100		\$1,700,000
SCLA FUTURE PHASES	25100		\$930,000
SCLA SLUDGE PONDS & DRYING BEDS	25100		\$8,000,000
		TOTAL FOR FISCAL YEAR 2009/2010	\$29,300,000

CITY OF VICTORVILLE
TEN-YEAR SANITARY CIP

PROJECT DESCRIPTION	FUNDING SOURCE		ESTIMATED TOTAL COST
SEWER FLOW EVALUATION	25100		\$20,000
AMARGOSA DUNIA TO MESA ST NEW SEWER	25100		\$2,550,000
HESPERIA RD SEWER RELIEF - HESPERIA/CENTER STREET	25100		\$200,000
NISQUALLI RD/ARROWHEAD TO BALSAM NEW SEWER	25100		\$650,000
MOJAVE DR JERALDO DIVERSION LINE	25100		\$600,000
SEWER ROOT TREATMENT	25100		\$100,000
VALLEY PARK 900' MAINLINE	25100		\$200,000
SCLA FUTURE PHASES SEWER LINES	25100		\$930,000
LIFT STATION - SCLA	25100		\$1,500,000
CITY WIDE RECLAIMED WATER PROJECTS	25100		\$500,000
		TOTAL FOR FISCAL YEAR 2010/2011	\$7,250,000
PROJECT DESCRIPTION	FUNDING SOURCE		ESTIMATED TOTAL COST
CITY WIDE RECLAIMED WATER PROJECTS	25100		\$10,000,000
TRUNK LINE ENHANCEMENT & EXTENSION	25100		\$6,400,000
REPLACEMENT VACTOR	25100		\$500,000
SEWER ROOT TREATMENT	25100		\$700,000
SCLA FUTURE PHASES SEWER LINES	25100		\$8,370,000
LIFT STATION - NORTHERN TRIANGLE	25100		\$1,500,000
SCLA NORTH SEWER LINE	25100		\$2,000,000
		TOTAL FOR FISCAL YEAR 2011 thru 2018	\$29,470,000

TOTAL FOR FISCAL YEAR 2008 thru 2018	\$95,748,000
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AGENDA ITEM
PUBLIC HEARING

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: City Attorney's Office
Andre de Bortnowsky, City Attorney
Tara L. Taguchi, Deputy City Attorney

SUBJECT: Proposed Ordinance No. 2235 amending Chapter 2.28 "Purchasing System" of the Victorville Municipal Code.

RECOMMENDATION: That the Honorable City Council introduce by title only and waive full reading of the attached ordinance entitled: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING THE PURCHASING SYSTEM SET FORTH IN CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE FOR THE PURPOSE OF ADOPTING NEW PROVISIONS GOVERNING PUBLIC WORKS PROJECT CONTRACT AND OTHER PROCUREMENTS IN EXERCISE OF ITS CHARTER POWERS"**

FISCAL IMPACT: Some potential savings should be realized as a result of lower administrative costs associated with preparing certain projects for bid.

DISCUSSION: The Victorville City Charter gives the City "full power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions relating to municipal affairs, without limitation, which may lawfully be adopted, made exercised taken or enforced under the Consitutiono of the State" In particular, section 400 of the Charter empowers the City to establish "standards, procedures, rules or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including but not limited to, the compensation rates to be paid for the performance of such works."

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

_____ No
_____ Yes/\$Amount:

Finance Director Review and
Approval _____

In order to take full advantage of the powers governing the solicitation and procurement of Public Works Projects contracts which are of a local concern and constitute municipal affairs, the City must amend its Municipal Code (the "Code") to create bidding rules and regulations to revise its current Code, and where applicable, to supersede certain provisions of the State Public Contract Code. For Public Works Projects not consituting municipal affairs, the City will

continue to follow the provisions of the Uniform Public Construction Cost Accounting Act, as these rules are more favorable than those provided elsewhere in the State Public Contract Code.

The Ordinance's proposed new bidding procedures and contract bid/award dollar amount thresholds seek to streamline and expedite the bidding process, making more Public Works Projects "shovel ready." Additionally, as the City's purchasing procedures governing other types of procurements have not been updated in several years, the Ordinance revises dollar amounts and contracting authority in these areas as well.

ORDINANCE HIGHLIGHTS/SUMMARY: For purposes of clarity and to preserve consistency of definitions and other internal references, the proposed Ordinance will repeal the existing Chapter 2.28 of the Code in its entirety and adopt a new Chapter 2.28. The bulk of the changes occur in Articles I through V of Chapter 2.28: few or no changes have been made to Articles VI and VII. In addition to several new definitions and other revisions, the proposed Ordinance will establish:

(1) A new contract award system for both Public Works Projects and other procurements based on the "Best Value Bidder" concept. Awarding to a bidder that provides the overall best value to the City will permit award to a bidder that may not have submitted the lowest monetary bid.

(2) Higher dollar amount thresholds triggering bidding requirements for Public Works Contracts. The proposed new thresholds are:

- ◆ Estimated cost of \$200,000 and below (no bidding required or City may use own forces).
- ◆ Estimated cost in excess of \$200,000, but not more than \$500,000 (informal bidding).
- ◆ Estimated cost in excess of \$500,000 (formal bidding).
- ◆ The City Council may exempt a particular Public Works Project from these bidding rules entirely after making certain required findings and adopting same in a resolution by a four-fifths vote.
- ◆ By majority vote, the City Council may also exempt a Public Works Project from these bidding rules upon a determination that the Design/Build procurement method set forth in the Ordinance is applicable upon making the specified findings and adopting same by resolution.

(3) Increased City Manager contracting authority and semi-annual reporting requirements:

- ◆ The City Manager and certain of his/her designees may award and execute Public Works Project contracts estimated to cost \$500,000 or less; the City Council awards all others.
- ◆ The City Manager and certain of his/her designees may award and execute contracts and purchase orders for supplies, equipment and general services up to \$50,000; the City Council awards all others.
- ◆ The City Manager and certain of his/her designees may award and execute Consultant/Professional Services contracts up to \$175,000; the City Council awards all others.
- ◆ The City Manager will provide to the City Council a semi-annual report of all contracts and change or he/she authorizes and enters into (with certain exceptions) to ensure appropriate tracking, control and information flow to the City Council.
- ◆ City Manager Change Order authority is clarified and capped for Public Works Projects in a manner similar to existing procedures governing other contractual procurements.

(4) Exemption from state prevailing wage requirements for Public Works Projects which constitute municipal affairs. However, prevailing wage requirements will still apply to Public Works Projects involving state or federal funding/grants and those which are not municipal affairs. Similar exceptions to the proposed new bidding system apply to Public Works Projects outside the realm of municipal affairs or funded with state or federal monies.

(5) The flexibility to change by resolution or ordinance:

- ◆ Dollar amounts triggering bidding thresholds for all types of procurements.
- ◆ Dollar amounts governing contract award and signature authority.
- ◆ Persons authorized to execute contracts on behalf of the City.

(6) Specific exemptions from the state Public Contract Code regarding:

- ◆ The ability to split or phase Public Works Projects to facilitate completion.
- ◆ The need to arbitrate certain types of claims.
- ◆ The need for the City Council to adopt plans, specifications and working details for certain Public Works Projects prior to seeking bids.

Attachments: Text of proposed Ordinance No. 2235
 Black line version of VMC Chapter 2.28 showing proposed changes

ORDINANCE NO. 2235

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING THE PURCHASING SYSTEM SET FORTH IN CHAPTER 2.28 OF THE VICTORVILLE MUNICIPAL CODE FOR THE PURPOSE OF ADOPTING NEW PROVISIONS GOVERNING PUBLIC WORKS PROJECT CONTRACT AND OTHER PROCUREMENTS IN EXERCISE OF ITS CHARTER POWERS

WHEREAS, Section 100 of the Victorville City Charter (the "Charter") gives the City of Victorville (the "City") full power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions relating to municipal affairs, without limitation, which may be lawfully adopted, made, exercised, taken or enforced under the Constitution of State of California; and

WHEREAS, Section 400 of the Charter empowers the City to establish standards, procedures, rules or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including but not limited to, the compensation rates to be paid for the performance of such works; and

WHEREAS, the Charter was ratified by the voters at the election on June 3, 2008 and filed with the California Secretary of State on July 18, 2008; and

WHEREAS, the City Council of the City of Victorville (the "Council") desires to amend Chapter 2.28 of the Victorville Municipal Code (the "Code") to update its purchasing system as well as the regulations governing procurement of contracts for Public Works Projects of local concern which constitute municipal affairs; and

WHEREAS, Article IV of Chapter 2.28 of the Code currently provides that the City has elected to be subject to the Public Works Project bidding procedures set forth in the Uniform Construction Cost Accounting Act (California Public Contract Code Section 22000 *et seq.*); and

WHEREAS, the Council desires to enact new regulations governing the bidding, award and performance of Public Works Contracts constituting municipal affairs, and declares that the City shall only be subject to the bidding procedures of the Uniform Construction Cost Accounting Act when soliciting Public Works Contracts outside the realm of municipal affairs.

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

Section 1. RECITALS

The recitals set forth above are true and correct, and are hereby incorporated in their entirety by this reference.

Section 2. CHAPTER 2.28 "PURCHASING SYSTEM" OF THE VICTORVILLE MUNICIPAL CODE IS HEREBY REPEALED IN ITS ENTIRETY.

Section 3. A NEW CHAPTER 2.28 IS HEREBY ADOPTED, WHICH CHAPTER SHALL READ AS FOLLOWS:

CHAPTER 2.28 PURCHASING SYSTEM

Article I. General

2.28.010 Purpose.

The purpose of this Chapter is to:

- (1) Provide the authority and procedural requirements for City officers to enter into Contracts;
- (2) Establish efficient procedures for the purchase and procurement of Supplies and Equipment and/or General and Consultant/Professional Services at the lowest possible cost commensurate with the quality needed; to exercise positive financial control over purchases; to clearly define authority for the purchasing function; and to assure the quality of purchases;
- (3) Create rules and regulations governing the procurement of Public Works Project construction Contracts in accordance with the City's Charter Powers over its municipal affairs; and
- (4) Maintain the goals of competitive solicitations providing best value to the City:
 - (A) To ensure adequate, fair and open competition;
 - (B) To give all bidders an opportunity to compete; and
 - (C) To invite bidders to offer the best product or service.

2.28.015 Amendments to Bidding Thresholds and Contract Award Dollar Amounts.

Any dollar amounts set forth in this Chapter which trigger bidding thresholds, or determine the award and signature authority for Contracts may be amended from time to time by resolution or ordinance of the City Council.

2.28.020 Non-Compliance with Procurement Guidelines.

Every person who willfully and knowingly violates the procurement guidelines for the purpose of evading the competitive bidding requirements outlined in this Chapter is guilty of a misdemeanor.

2.28.025 City Council Approval Required.

City Council approval is required for all Contracts unless otherwise specified in this Chapter, this Code, or the Charter.

2.28.030 General Procedural Requirements.

All Contracts shall conform with the procedural requirements set forth in this Section unless otherwise specified in this Chapter, this Code or the Charter.

- (1) All Contracts must be in writing and be signed in the name of the City. When the authority for the award of a Contract rests with the City Council, and the City Council has not by ordinance or resolution expressly authorized execution by the City Manager or other City official, such Contract shall be executed by the Mayor (or the Mayor Pro Tem in the Mayor's absence). When so authorized

by the provisions of this Chapter, this Code or a duly adopted ordinance or resolution of the City Council, the City Manager or his/her properly designated designees may execute Contracts.

(2) Contracts must include appropriate insurance and indemnification provisions and be reviewed by the City's Risk Manager prior to execution.

(3) All Contracts must be approved as to form by the City Attorney prior to execution.

(4) A signed original of each Contract entered into must be filed with the office of the City Clerk, except for a Contract for the purchase of supplies, equipment or General Services which must be filed in the office of the Finance Director.

2.28.035 Bid Security, Bonds and Insurance.

(a) When Required. The City Manager shall have the authority to require bid security, payment (labor and materials) and performance bonds, as well as specific types and amounts of insurance coverage in connection with all types of Contracts to the extent required by this Chapter, this Code or upon a determination of the City Manager that it is in the best interest of the City to do so.

(b) Bid Security. If required by a notice inviting bids or the provisions of this Chapter, bid security shall be submitted with the bid and shall be in the form of a certified check, cashier's check or surety bond. If a bidder fails to submit the required bid security with the bid, the bid shall be deemed nonresponsive.

(1) After bids are opened, bid security is irrevocable for the period specified in the notice inviting bids. If the successful bidder fails to execute a Contract within ten days after the date of the award of the Contract, or as otherwise specified in any notice of award or notice to proceed, the total amount of the bid security shall be forfeited to the City (unless such delay in execution is caused by the City).

The bid security of an unsuccessful bidder shall be returned to the bidder no later than sixty calendar days from the date of Contract award.

(2) Bids for Public Works Projects subject to the informal or formal bidding procedures set forth in Sections 2.28.200 and 2.28.210, shall require the submission of bid security in an amount equal to at least ten percent of the bid. For Public Works Project Contracts let under the provisions of Sections 2.28.190 or 2.28.270, and Contracts for Supplies and Equipment and General or Consultant/Professional Services, the City Manager is authorized to determine if bid security is needed on a case-by-case basis.

(c) Payment and Performance Security. Notices inviting bids for Public Works Projects subject to the informal or formal bidding procedures set forth in Sections 2.28.200 and 2.28.210 shall require the submission of payment and performance bonds, each in an amount equal to one hundred percent of the Contract price at the time the Contract is executed.

(1) Public Works Project Contracts let under the provisions of Sections 2.28.270 or 2.28.030 shall also require the submission of payment and performance bonds, each in an amount equal to one hundred percent of the Contract price at the time the Contract is executed, unless the City Council determines otherwise at the time it determines a project qualifies for Design/Build or a bidding exception.

(2) Payment and performance bonds for Public Works Projects shall be extended in the full amount of the Contract for a one-year warranty period beyond the date of acceptance of the work by the City.

(3) For Public Works Project Contracts let under the provisions of Section 2.28.190, and Contracts for Supplies and Equipment and General or Consultant/Professional Services, the City Manager is authorized to determine if payment and/or performance security is needed on a case-by-case basis.

(d) Admitted Surety Required. All bid, performance and payment bonds required by this Chapter or this Code must be issued by an "Admitted Surety" (an insurance organization authorized by the Insurance commissioner to transact surety insurance in the State of California).

(e) Form of Bonds. The only bonds acceptable to the City shall be those executed on forms approved by the City Attorney and as specified in the invitation/solicitation for bids or proposals.

(f) Insurance. The City's Risk Manager shall determine insurance requirements. Successful bidders shall be required to obtain and maintain such policies and amounts of insurance as specified in the bid solicitation or Contract documents, including without limitation, general liability, automobile liability, workers' compensation, professional liability (errors and omissions), environmental liability and course of construction. The successful bidder or proposer shall submit certificates of insurance and endorsement forms, as applicable, as evidence that it has the type and amount of insurance coverage required by the bid or proposal documents, prior to beginning any work or project. Such evidence shall be submitted to the City Manager promptly upon request and shall be issued by an admitted insurer authorized to operate in the state of California and otherwise acceptable to the City. The required policies shall also be endorsed to name the City, its officers, agents and employees as additional insureds.

2.28.040 Evaluation of Best Value Bidder.

(a) For purposes of evaluating whether a bidder is the "Best Value Bidder" pursuant to this Chapter, the City Council or the City Manager, as applicable, shall take into consideration all of the following factors which are applicable to any bid:

(1) Price;

(2) The bidder's ability, capacity and skills to provide the goods and/or services in accordance with bid specifications;

(3) The bidder's ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;

(4) The bidder's equipment, facilities, location and resource capacity to provide the goods and/or services;

(5) The bidder's ability to provide future maintenance, repair, parts and service for the use of the goods purchased or facility constructed, if appropriate;

(6) The bidder's favorable record of performance under prior Contracts with the City (if any) and other purchasers where such bidder has previously been awarded such Contracts;

- (7) The bidder's favorable record of compliance with laws, regulations, guidelines and orders governing prior or existing Contracts performed by the bidder, if applicable;
 - (8) The bidder's experience, integrity, judgment, reputation and financial resources enabling it to perform the work according to the specifications and terms of the solicitation and the City's contractual requirements;
 - (9) The bidder's demonstration of the quality and performance of the supplies to be purchased or services to be provided;
 - (10) The number and scope of any conditions/limitations attached to the bidder's bid; and
 - (11) Any other relevant factor(s) which demonstrate the value of the bid and furthers best interests of the City in procuring the supplies or services sought.
- (b) The City Council or City Manager, as applicable, shall have absolute discretion in determining the applicability and relative weight of any or all of the factors set forth in this Section and are not required to award a Contract to the lowest monetary bidder.

2.28.045 Waiver of Irregularities.

When it is in the best interests of the City to do so, the City Manager and/or the City Council, as applicable, shall have the discretion to waive any informalities or minor irregularities in any bid process described in this Chapter.

2.28.050 Definitions.

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

- (1) "Best Value Bidder" means the bidder who represents the best value to the City as determined under Section 2.28.040 of this Chapter.
- (2) "Change Order" means a change or addendum to an executed Contract.
- (3) "City Manager" means the City Manager of the City or such designee or designees as he/she shall authorize in writing to act on his/her behalf in accordance with the provisions of this definition and this Chapter. Unless otherwise specified by ordinance or resolution of the City Council, the City Manager shall not designate persons other than the Deputy City Manager or City Department Heads/Directors to act as his/her designee to execute or award Contracts in excess of five thousand dollars (\$5,000) or to declare an Emergency.
- (4) "Consultant/Professional Services" means services which involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience. Such services include, but are not limited to, those provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, financial advisors, physicians and other specialized consultants. The procurement of professional services is governed by Section 2.28.280.
- (5) "Contract" or "Contracts" mean formal written agreements to do or not to do a certain thing. "Contract" or "Contracts" and "Agreement" or "Agreements" are synonymous.

(6) "Emergency" means a sudden occurrence that poses a threat to the public health, safety or welfare, and/or the property of the City requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Determination of whether an Emergency exists shall be within the discretion of the City Council or the City Manager as set forth elsewhere in this Chapter.

(7) "Finance Director" means the Finance Director of the City or such designees as he/she shall authorize in writing to act on his/her behalf.

(8) "General Services" means and includes any work performed or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to, the following:

(A) Maintenance or nonstructural repair of City buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken window panes, fire extinguisher maintenance, minor roof repairs, plumbing, elevator maintenance, custodial services and pest control;

(B) Repair, modification and maintenance of City equipment and software;

(C) Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of City Supplies and Equipment;

(D) Care or maintenance of public grounds, including, but not limited to, trees, shrubbery, flowers, lawns;

(E) Providing temporary personnel services;

(F) Providing other miscellaneous services to facilitate City operations;

(G) Performing repair, demolition or other work required to abate nuisances under this code;

(H) Licensing software;

(I) Leasing or rental of equipment (personal property) for use by the City;

(J) A maintenance Agreement for equipment owned or leased by the City.

"General Services" does not include work defined as Consultant/Professional Services under Subsection 2.28.050(4) of this Section, nor work defined as a "Public Project" or a "Public Works Project" in paragraphs (A) through (C) of Subsection 2.28.050(10) of this Section.

(10) "Public Project" or "Public Works Project" means any of the following:

(A) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

(B) Major painting or repainting of any publicly owned, leased, or operated facility.

(C) In the case of a publicly owned utility system, "Public Project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(D) The following items of "maintenance work" may, in the sole discretion of the City, be classified as either "General Services" or a "Public Works Project" for purposes of procurement under this Chapter:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

(2) Minor repainting.

(3) Resurfacing of streets and highways at less than one inch.

(4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(E) For purposes of this definition, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (C) of this Subsection, real property, streets and highways, or other public work improvement.

(11) "Responsive Bid" means a bid submitted by a bidder which conforms in all material respects to the requirements of any notice inviting quotations, informal bids or formal bids, as described in this Chapter.

(12) "Responsible Bid" or "Responsible Offer" means a bid/offer submitted by a bidder or offeror who has demonstrated the attributes of trustworthiness, quality, fitness, capacity and experience to perform a contract, in the sole determination of the City.

(13) "Supplies and Equipment" means and includes all supplies, materials, goods, commodities and equipment purchased on behalf of the City, except for supplies or materials furnished for a Public Project.

(14) "Technology Product" means hardware, software, or communications equipment; or related equipment or goods which incorporate any such items.

Article II. Contract Authority

2.28.060 City Manager Authority.

(a) The responsibility and authority for the solicitation of purchases and procurement of General Services, Consultant/Professional Services, Supplies and Equipment and Public Works Projects is hereby vested in the City Manager who shall be the purchasing officer for the City.

(b) The City Manager is authorized to make purchases, award and enter into Contracts on behalf of the City in conformance with the provisions set forth in this Chapter, this Code or the Charter.

(c) The City Manager may delegate in writing to those persons specified in Subsection 2.28.050(3) the authority to purchase or contract for specified supplies, services and equipment and construction of Public Works Projects, provided such delegations, purchases and Contracts are made in conformity with the all provisions of this Chapter.

(d) Subject to the procedures set forth in this Chapter, the City Manager is authorized to enter into and sign for on behalf of the City, without the prior approval of the City Council, contracts for the purchase/procurement of general services, Supplies and Equipment (or a combination of both):

(1) Which do not exceed an initial compensation figure of fifty thousand dollars (\$50,000) in any single transaction or term Agreement. As to a Change Order, the limit of authority may not exceed an additional twenty-five thousand dollars (\$25,000). Cumulative additional Change Orders in excess of twenty-five thousand (\$25,000) must be approved by the City Council; and

(2) For which moneys have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the Contract.

(e) In addition to the authority in Subsections (a) through (c) of this Section, the City Manager is authorized to enter and execute, for and on behalf of the City, the following Contracts:

(1) Contracts with public agencies or public utility companies regarding construction or use of public improvements or utility facilities, which require no payment of money by the City or which provide for payment of money to the City in an amount not in excess of twenty-five thousand dollars (\$25,000) under each Contract; and

(2) Contracts for community social or recreational services, or for the use of City property or facilities, in accordance with established administrative guidelines, which require no payment of money by the City or which provide for payment of money to the City in an amount not in excess of twenty-five thousand dollars (\$25,000) under each Contract; and

(3) Contracts for Consultant/Professional Services in an amount up to one hundred seventy-five thousand dollars (\$175,000) in any single transaction or Agreement. Alterations, deviations, additions or deletions from the original scope of work for a Consultant/Professional Services Contract, which are determined by the City to be necessary during the progress of work, shall be documented by a supplemental Agreement. The City Manager is authorized to enter into and execute, for and on behalf of the City, supplemental Agreements for Consultant/Professional Services Contracts in an amount up to twenty-five thousand dollars (\$25,000) or ten percent (10%) of the overall Contract price, whichever is greater.

(f) In an Emergency the City Manager may authorize the expenditure of any unencumbered funds to respond to the emergency, notwithstanding the fact that such moneys may not have been appropriated for such purpose, but only to the extent that such moneys have not been appropriated or are otherwise unavailable. Such action shall be ratified by City Council as soon as practicable, and with respect to any Emergency involving a Public Works Project such action shall be ratified the City Council as set forth in Section 2.28.040.

(g) Contracts and Change Orders for construction of Public Works Projects, within the parameters set forth in Article IV of this Chapter.

2.28.070 Encumbrance of Funds.

The City Manager shall not issue any purchase order for Supplies and Equipment, General Services or Consultant/Professional Services unless there exists an unencumbered appropriation in the department/division against which such purchase is to be charged, except in cases of emergency or in cases where specific authority has been first obtained from the City Council.

2.28.075 Reporting Requirements.

On a semi-annual basis, the City Manager shall present to the City Council during an open meeting a report listing all purchases, Contracts and Change Orders entered into by the City Manager during the preceding six (6) months (excluding any Contracts which were awarded by the City Council, but subsequently executed by the City Manager pursuant to a resolution or minute order of the City Council and purchase orders or Contracts for Supplies and Equipment or General Services totaling less than five thousand dollars (\$5,000) in any single transaction or term Agreement). The semi-annual reports shall include, without limitation, the following information:

- (1) The name of the party or parties with whom the City has contracted;
- (2) The total amount of the expenditure associated with the Contract (including any amendments or Change Orders);
- (3) The term and expiration date of the Contract; and
- (4) A brief description of the subject matter and purpose of the Contract.

Article III. Supplies, Equipment and General Services

2.28.080 Purchases of General Services and Supplies and Equipment With an Estimated Cost Of Five Thousand Dollars (\$5,000) or Less.

For purchases of General Services and/or Supplies and Equipment with an estimated cost of five thousand dollars (\$5,000) or less per any single transaction or term Agreement, additional purchasing procedures shall be established by an administrative regulation of the City Manager.

2.28.090 Purchases of General Services or Supplies and Equipment with an estimated cost in excess of five thousand dollars (\$5,000) but not more than fifty thousand dollars (\$50,000).

(a) Quotation Requirement. The purchase of supplies and equipment and General Services with an estimated cost in excess of five thousand dollars (\$5,000) but not more than fifty thousand dollars (\$50,000) per any single transaction or term Agreement, may be made by the City Manager, in the open market by following the procedures prescribed in this article.

- (1) Minimum Number of Quotations. Open-market purchases are required to be based on at least three written quotations.
- (2) Notice of Inviting Quotations. The City Manager shall solicit quotations by written request (including facsimile or electronic mail on vendor stationery) or telephone to prospective vendors.

(3) Quotations. Quotations shall be submitted to the City Manager, who shall keep a record of all open-market orders and quotes. Such records shall be maintained for a period of time in compliance with state law and the City's records retention schedule and shall be available for public inspection during normal City business hours. For purchases with an estimated cost in excess of five thousand dollars (\$5,000) but not more than fifty thousand dollars (\$50,000), the quotations shall be written (including facsimile and electronic mail on vendor stationery).

(4) No Bid/No Responsive Bid. If no bid, or no Responsive Bid, is received after inviting quotations under this Section, the City Manager may proceed to hire or have the General Services performed or purchase the Supplies and Equipment in the open market without further compliance with this Section.

(5) Rejection of Bids. The City Manager at his/her discretion may reject any or all bids and re-advertise for bids in the event all bids are rejected.

(6) Award of Contract. The City Manager is authorized to award a Contract for fifty thousand dollars (\$50,000) or less when there are budgeted funds for the item(s) and the amount of the award is not more than the quoted amount. If Responsive and Responsible Bids are received, the City Manager may make award of the Contract to the Best Value Bidder, even if such bidder did not submit the lowest monetary bid. The factors from Section 2.28.040 upon which the award was based shall be set forth in writing.

(b) Exceptions. The quotation procedure under this Section may be dispensed with:

(1) In the event the City Manager determines the existence of an emergency as defined in Subsection 2.28.050(6), and provided such procurement is made in accordance with the applicable provisions of Subsection 2.28.060(f);

(2) Where it is determined that the General Services or Supplies and Equipment are unique and available only from one source, so that the quotation procedure required by this Section would be meaningless. The basis upon which this determination is made shall be made by the City Manager in writing using a sole-source justification form prepared by the City.

(3) Where Supplies and Equipment are purchased through a cooperative purchasing arrangement pursuant to Section 2.28.120;

(4) Where General Services or Supplies and Equipment are purchased through competitive or noncompetitive negotiations pursuant to Section 2.28.110.

2.28.100 Purchases of General Services or Supplies and Equipment With an Estimated Cost In Excess Of Fifty Thousand Dollars (\$50,000).

(a) Bidding Requirement. The City Manager shall solicit bids for supplies and equipment and General Services with an estimated cost in excess of fifty thousand dollars (\$50,000) per single transaction or Agreement by following the formal bid procedure prescribed in this Section.

(1) Notice Inviting Bids. The notice inviting bids shall include a general description of the Supplies and Equipment or General Services to be purchased, and shall state where bid forms and specifications may be secured, and the final time and place for submitting bids.

(A) Published Notice. The notice inviting bids shall be published at least one time, ten calendar days before the date of opening of the bids in a newspaper(s) of general circulation, printed and published locally. The City Manager may also give such additional notice as he/she deems appropriate.

(B) Bidder's List. The City Manager shall also solicit sealed bids from responsible prospective suppliers whose names are on the City's bidder's list.

(2) Bid Opening Procedure. Bidders shall submit sealed bids to the City Manager or such Department Head as may be identified in the notice inviting bids, and shall identify them as bids on the envelope in accordance with the notice inviting bids. Invitations for bids shall require a bid opening at a designated place, date and time when the City clerk or his or her designee shall publicly open.

(3) Rejection of Bids. In their discretion, the City Manager or City Council may reject any and all bids presented, and may re-advertise for bids in the event all bids are rejected.

(5) No Bid/No Responsive Bid. If no bid, or no Responsive Bid is received after inviting bids under this Section, the City Manager may proceed to procure the General Services or purchase the Supplies and Equipment in the open market.

(6) Award of Contract. The City Council shall have the authority to award a Contract for purchase of supplies and equipment or General Services with a cost in excess of fifty thousand dollars (\$50,000).

If Responsive and Responsible Bids are received, the City Council may make award of the Contract to the Best Value Bidder, even if such bidder did not submit the lowest monetary bid. The factors from Section 2.28.040 upon which the award was based shall be set forth in writing.

(b) Exceptions. The bidding procedures under this Section may be dispensed with:

(1) In the event the City Manager determines the existence of an Emergency as defined in Subsection 2.28.050(6) and provided such procurement is made in accordance with the applicable provisions of Subsection 2.28.060(f);

(2) Where it is determined that the General Services or Supplies and Equipment are unique and available only from one source, so that bidding required by this Section would be meaningless. The basis upon which this determination is made shall be made by the City Manager in writing using a sole-source justification form prepared by the City;

(3) Where Supplies and Equipment are purchased through a cooperative purchasing arrangement pursuant to Section 2.28.120;

(4) Where Supplies and Equipment or General Services are purchased through competitive or noncompetitive negotiations pursuant to Section 2.28.110.

2.28.110 Negotiated Purchases.

(a) **Applicability.** A purchase may be had by negotiations when the purchase is for:

- (1) A Technology Product, as defined in Subsection 2.28.050(14);
- (2) An addition to, or repair or maintenance of, existing equipment which can be more efficiently added to, repaired or maintained by an authorized company or manufacturer;
- (3) Equipment which must be compatible with existing equipment, by reason of the training of the personnel or an inventory of existing replacement parts kept by the City;
- (4) Public art (which may or may not also fall within the “sole source” exception). The affected department head shall state in writing the basis for a determination that this Section applies.

Before any purchase is made under this Section, a determination of the applicability of this Section and the method of negotiation (competitive or noncompetitive) must first be approved by the City Manager when the purchase involves fifty thousand dollars (\$50,000) or less. For purchases under this Section in excess of fifty thousand dollars (\$50,000), City Council approval shall be required, following its determination of the applicability of this Section and method of negotiation (competitive or noncompetitive).

(b) **Method of Negotiation.** When a negotiated purchase is approved under Subsection (a) of this Section, the purchase may be made by either (1) competitive negotiation following a request for proposals or (2) noncompetitive negotiation.

(c) **Competitive Negotiation Following a Request for Proposals.**

(1) **Request for Proposals.** Under this method, proposals are requested from a number of sources and the request for proposals is publicized. The request for proposals must identify all the significant evaluation factors, including price or cost and their relative importance. Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition.

(2) **Receipt of Proposals.** Sealed proposals must be submitted by the date and time specified on the prescribed forms and shall be identified in the publicized invitation for proposals.

(3) **Negotiation.** The highest ranking offeror based on the factors set forth in Section 2.28.040, the “Best Value Offeror,” will be selected for Contract negotiation. If agreement cannot be reached with the highest ranked offeror, the second highest ranked offeror (and the third, and so on) will be contacted, with the Best Value Offeror (or other offerors, in order) dismissed from further consideration on that particular project. All elements of the negotiation process shall be documented by the City department conducting the negotiations and submitted to the Finance Director. Offerors submitting Responsible Offers shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals. Any revisions are permitted after submission in writing and prior to the award of a Contract.

(4) Award and Notification. An award may be made to the Best Value Offeror, as defined in Subsection 2.28.110(c)(3), whose proposal provides the best value to the City. All offerors participating in the process shall be notified in writing of the successful award.

(d) Noncompetitive Negotiations. When there is only one source, purchase can be made through solicitation and negotiation directly with that source. The affected department head shall state in writing the basis for the determination that this Subsection applies, and before any purchase is made, that determination must be approved in writing by the City Manager (for Contracts involving an estimated cost in excess of five thousand dollars (\$5,000), but not more than fifty thousand dollars (\$50,000) or the City Council (for Contracts involving an estimated cost in excess of fifty thousand dollars (\$50,000)).

2.28.120 Purchases of Supplies and Equipment through Cooperative Purchasing Arrangements.

The City Manager may purchase Supplies and Equipment without complying with the quotation or bidding requirements of this Chapter, if such purchases are based on an Agreement or cooperative purchasing program entered into by any local, state or federal governmental agency, regardless of whether the City is named party to the Agreement or an actual participant in such a program, provided it satisfies the criteria below:

(1) Any local, state, or governmental agency program, if the underlying purchase was made using quotation or bid procedures at least as restrictive as the City's. However, City Council approval is required on any cooperative purchases or Agreement in excess of fifty thousand dollars (\$50,000); or

(2) The California Multiple Award Schedules (CMAS), the California Communities Purchasing Program, the Western States Contracting Alliance (WSCA), the County of Los Angeles, the U.S. Communities Government Purchasing Alliance, California State Contracts administered by the Department of General Services (DGS) or other purchasing programs deemed by the City Manager in conformance with the City's quotation or bid procedures to permit reasonable competition.

In all such cases, the Supplies and Equipment purchased must be the same and be offered at the same price as the Supplies and Equipment subject to the Agreement or program, except that (1) up to ten percent variation is allowed for customizing the order or for desirable City options, and (2) in addition, a cost of living adjustment (using Los Angeles, Riverside and Orange Counties Consumer Price Index—Urban, All Items) can be added for up to three years.

2.28.130 Equipment leasing.

(a). Leasing of purchasable or non-purchasable equipment shall be in accordance with Section 2.28.080, 2.28.090 or 2.28.100, depending upon the cost of an annual lease.

(b). Each Contract for the leasing or rental of equipment for the City shall contain a provision permitting the City to terminate the Contract at the end of any fiscal year during the term of the Contract upon not less than thirty days' written notice to the other party.

2.28.140 Inspection and Testing.

The City Manager may inspect supplies and equipment and General Services delivered, and determine their conformance with the specifications set forth in the order or Contract. The City Manager has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.

2.28.150 Surplus Supplies and Equipment.

Each department shall submit to the City Manager, at such times and in such forms as the director prescribes, reports showing all Supplies and Equipment which are no longer used or which have become obsolete or worn out. The City Manager has the authority to sell or otherwise dispose of all Supplies and Equipment which cannot be used by any department or which have become unsuitable for City use, or to exchange the same for or trade the same in on new Supplies and Equipment. Disposition may include City property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. City Manager approval is needed for disposition of supplies and/or equipment when the total estimated value exceeds five thousand dollars. The City Manager has the authority to make transfers between departments of any usable surplus supplies or equipment.

2.28.160 Local Vendor Preference.

A local preference may be granted in the purchase of Supplies and Equipment by the City, pursuant to the following provisions:

(1) Definition. Whenever used in this Section, the phrase “local bidder/vendor” shall mean a business, firm, or enterprise with fixed offices or locally taxable distribution points within the City, which regularly maintains an inventory for sale within the corporate limits of the City, holds a valid business license, issued by the City, and bearing a street address within the City.

(2) Local Preference. In awarding purchase orders and Contracts for Supplies and Equipment, the City may grant a preference of three percent to local bidder/vendors. The bids of all local bidders/vendors shall be reduced by three percent prior to determining the Best Value Bidder. The preference shall not exceed an aggregate sum of one thousand dollars for any single purchase order or Contract awarded under this Chapter.

(3) Identical Bids. If after applying the preference provided for in Subsection (2) of this Section, identical bids are submitted by a bidder/vendor and a bidder who is not local, the Contract shall be awarded to the local bidder/vendor. Identical bids by two or more local bidder/vendors shall be determined by past satisfactory experience with the City.

(4) Exceptions. Notwithstanding the foregoing, the provisions of this Section shall not apply under any of the following circumstances:

(A) When application of the provisions of this Section is prohibited by state or federal law or the requirements of a state or federal grant;

(B) When a Contract with the City to purchase Supplies and Equipment will be funded in whole or in part by donations or gifts to the City, to the extent that the provisions of this Section would conflict with any conditions attached by the donor of the donation, provided that the donation and any conditions attached to it have been accepted and approved by the City Council;

(C) When the City Manager determines that a Contract with the City to purchase Supplies and Equipment results from an Emergency, and also determines either that any delay in the execution or performance of the Contract would jeopardize the public health, safety, or welfare of the citizens of the City, or that the operational effectiveness of a significant municipal function would be seriously threatened if the Contract were not entered into expeditiously.

(5) Good Faith Effort to Contact Local Vendors. The City shall make a good faith effort when soliciting bids for supplies or equipment to solicit bids or proposals from local vendors.

(6) City Manager Authorization. The City Manager may promulgate rules and regulations to implement the provisions of this Section.

(7) Enforcement and Penalties. In the event that the City Manager makes a finding that a bidder for a Contract has made an intentional misstatement in order to obtain a local vendor preference under regulations adopted pursuant to this Section, the bidder may be subject to any remedy available to the City at law or equity.

(A) A finding by the City Manager that a bidder for a Contract has made an intentional misstatement in order to obtain a local vendor preference shall be regarded by the City Council as a basis for determining whether the bidder is a responsible bidder for the present Contract or for future Contracts.

(B) A bidder who has been disqualified as a responsible bidder by a determination of the City Council, based on a finding by the City Manager that the bidder made an intentional misstatement in order to obtain a local vendor preference, shall be disqualified from bidding on all Contracts with the City for a period of not less than one year from the date of the disqualification, as determined by the City Council.

Article IV. Public Works Projects

2.28.170 Charter Authority; Exemption from Public Contract Code; Exceptions.

(a) Charter Authority. Having been empowered by its Charter to exercise full control over its municipal affairs, the City Council hereby establishes its own standards, procedures, rules and regulations for the bidding, award and performance of Contracts for Public Works Projects which constitute municipal affairs.

(b) With respect to guidance regarding what Public Works Projects constitute municipal affairs, the City shall consider the following:

- (1) The extent of the City's control over the Public Project;
- (2) The extent to which the City is the source of the funds used to finance the Public Project; and
- (3) The extent to which the Public Project is local in nature and scope.

(c) Exemption from Public Contract Code. Pursuant to section 1100.7 of the California Public Contract Code ("Public Contract Code"), the City Council declares that the definitions and provisions pertaining to contracting for Public Works Projects set forth in Article IV and elsewhere in this Chapter, shall govern the notice, publication, cost of Public Works Projects triggering formal or competitive bidding (and exceptions thereto), payment of prevailing wages, method of awarding of Contracts and contracting during an emergency with respect to Public Works Projects constituting municipal affairs. The City is expressly exempt from provisions of the Public Contract Code which conflict with the provisions of its Charter, this Chapter or this Code.

(d) Exceptions.

(1) When Public Works Projects or other applicable Contracts are funded by state or federal sources, including but not limited to, loans or grants, the City shall comply with any Contract solicitation, bidding, evaluation and award rules or regulations required in order to receive such state or federal funds.

(2) When Public Works Projects do not involve municipal affairs or state and/or federal funding requiring particular bidding rules or regulations, the City shall follow the procedures set forth in the Uniform Public Construction Cost Accounting Act, Public Contract Code section 22000 et seq. (the "Act"). The bid limitations set forth set forth in section 22032 of the Act, as adjusted periodically by the Uniform Construction Cost Accounting Commission, shall apply and the City hereby adopts the informal bid procedure set forth in section 22034 of the Act to govern its selection of contractors under section 22032(b) of the Act.

(e) Although plans, specifications and working details shall be prepared for any Public Works Project required to be bid using the formal bidding procedures set forth in Section 2.28.210, there shall be no requirement for the City Council to adopt plans, specifications, and working details for such Public Works Project prior to the project being bid.

(f) Notwithstanding any Public Contract Code provisions relating to claims or payment of claims, any claims relating to Public Works Projects or payment for same shall be resolved pursuant to Title 1, Division 3.6, Part 4 of the California Government Code, or this Code. The City shall not be obligated to arbitrate any claim.

2.28.180 Change Orders.

All construction Contract Change Orders shall comply with the City of Victorville standard construction specifications and/or such construction specifications set forth in the bid documents for a particular Public Works Project. Change Orders shall be approved in writing by the City Manager prior to the work being performed. If a single Contract Change Order (or the cumulative amount of Change Orders on a given Public Project) exceeds twenty percent (20%) of the total Contract price or \$100,000 (whichever amount is greater), the City Manager shall obtain City Council approval, prior to executing the Change Order. All construction Contract Change Orders approved by the City

Manager shall be reported to the City Council in the City Manager's semi-annual reports described in Section 2.28.075.

2.28.190 Public Works Contracts With an Estimated Cost of \$ 200,000 or Less.

(a) Any Public Works Project with an estimated cost of two hundred thousand dollars (\$200,000) or less, including any contingency established for Change Orders, is not subject to any competitive bidding requirements and may be performed by the employees of the City (force account) or awarded by negotiated Contract or by purchase order. The City Manager shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order or negotiating a Contract with a responsible contractor. The City Manager shall have the authority to award and execute any Contract for a Public Works Project awarded under this Section.

2.28.200 Public Works Contracts With an Estimated Cost in Excess of \$200,000 but not More than \$500,000; Informal Bidding Procedures.

(a) Except as otherwise provided in this Article, a Public Works Project with an estimated cost which exceeds two hundred thousand dollars (\$200,000), but is not more than five hundred thousand dollars (\$500,000) including any contingency established for Change Orders, shall be let to contract by the City Manager using the informal bid procedures set forth in this Section.

(b) The informal bidding procedures are as follows:

(1) Bidder's List. The City Manager may compile and maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with administrative rules and regulations established by the City Manager.

(2) Notice. If the City Manager compiles and maintains a list of qualified contractors, all contractors on the City's list for the category of work being bid shall be mailed a notice of inviting informal bids (unless the product or service is proprietary). If no list of qualified contractors is maintained, an announcement/advertisement shall be placed in construction trade journals as deemed appropriate by the project engineer or requesting department. The City Manager or requesting department may also give such other notice as they deem appropriate (including but not limited to, newspaper publication, posting at City Hall or on the City's Web Site).

(3) Minimum Time Period. All mailing of notices to contractors and announcements/advertisements published in the construction trade journals or other appropriate media pursuant to Subsection 2.28.200(2) shall be completed not less than ten calendar days before bids are due.

(4) Notice Contents. The notice inviting informal bids shall describe the project in general terms; provide an opportunity to obtain more detailed information about the project; state the time and place for submission of bids; require that the name of the bidder, the project title, and the term "bid" be written or otherwise affixed on the front of the envelope containing the bid; and list the City department/representative authorized to receive the bids. The notice inviting informal bids shall also contain a statement that bids received after the submission deadline, or bids submitted to the improper place or to the improper department/representative shall be returned unopened.

(5) Bid Opening Procedure. Bids shall be submitted to the appropriate City department/representative as designated in the notice inviting bids and shall be opened by the

department representative (or his/her designee) at the time stated in the notice of inviting bids. A written record and tabulation shall be made at that time of all bids received, and any bids submitted after the deadline or submitted to a place or City department/representative not specified in the notice inviting bids shall be returned unopened.

(6) Determination of Best Value Bidder. The City department representative (or his/her designee) in consultation with the City Engineer/project manager, shall:

(A) Make an analysis of the bids for compliance with the general bid terms and the technical bid specifications;

(B) Rank the bidders from highest to lowest, based on the factors set forth in Section 2.28.040 (the highest ranking bidder shall be the Best Value Bidder); and

(C) Forward the ranking and all bids submitted to the City Manager with a recommendation to the City Manager for rejection of all bids or award to the Best Value Bidder.

(7) Award. The City Manager has the authority and discretion to award a Contract or reject any or all bids on Public Works Projects solicited under the informal bid process set forth in this Section.

(A) If Responsive and Responsible Bids are received and no decision to reject all bids is made, the City Manager shall make award of the Contract to the Best Value Bidder, even if such bidder did not submit the lowest monetary bid, provided the award amount is within the unencumbered appropriation for that item.

(B) The factors from Section 2.28.040 of this Chapter upon which the award was based shall be set forth in writing. Upon the refusal or failure of the Best Value Bidder to execute the Contract, the City Manager may award the Contract to the next highest ranking Best Value Bidder.

(8) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, the City Manager shall have the discretion to select the Best Value Bidder he/she chooses.

(9) No Bids. If no bids are received, the project may be let pursuant to Section 2.28.190 without further need for compliance with this Section.

2.28.210 Public Works Contracts in Excess of \$500,000; Formal Bidding Procedures.

(a) Except as otherwise provided in this Article, a Public Works Project with an estimated cost of more than five hundred thousand dollars (\$500,000) including any contingencies for Change Orders shall be let to contract using the formal bid procedures set forth in this Section.

(b) The formal bidding procedures are as follows:

(1) Publication. A notice inviting formal bids shall be published at least once in a newspaper(s) of general circulation in the City not less than fourteen (14) calendar days prior to the bid opening. Such formal notice inviting bids shall also be mailed to all construction trade journals, as determined by the project engineer or City Manager as appropriate for the area, at least fourteen (14) calendar days prior to the date of opening the bids. The City Manager or project engineer may also give such other notice as they deem appropriate.

(2) Notice Contents. The notice of inviting formal bids shall state the time and place for receiving and opening of sealed bids, distinctly describe the project, require that the name of the bidder, the project title, and the term "bid" be written or otherwise affixed on the front of the envelope containing the bid, and contain a statement that bids received after the submission deadline (or in the improper place) shall be returned unopened.

(3) Bid Opening Procedures. Sealed bids shall be submitted to place designated in the notice inviting bids and shall be opened by the City clerk's staff in public at the time and place stated in the notice of inviting bids. A written record and tabulation shall be made at that time of all bids received, and any bids submitted after the deadline specified in the notice inviting bids (or bids submitted to the improper place) shall be returned unopened.

(4) Determination of Best Value Bidder. The City Manager, in consultation with the City Engineer/project manager, shall:

(A) Make an analysis of the bids for compliance with the general bid terms and the technical bid specifications;

(B) Rank the bidders from highest to lowest, based on the factors set forth in Section 2.28.040 (the highest ranking bidder shall be the Best Value Bidder); and

(C) Prepare a recommendation to the City Council for rejection of all bids or award to the Best Value Bidder.

(5) Award. The City Council has the authority and discretion to award the Contract or reject any or all bids on Public Works Projects solicited under the formal bid process set forth in this Section.

(A) If Responsive and Responsible Bids are received and no decision to reject all bids is made, the City Council shall make award of the Contract to the Best Value Bidder, even if such bidder did not submit the lowest monetary bid, provided that the award amount is within the unencumbered appropriation for that item.

(B) The factors from Section 2.28.040 upon which the award was based shall be set forth in writing. Upon the refusal or failure of the Best Value Bidder to execute the Contract, the City Council may award the Contract to the next highest ranking Best Value Bidder.

(6) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, the City Council may accept the one it chooses based upon a straw vote.

(7) No Bids. If no bids are received, the project may be let pursuant the informal bid procedures set forth in Section 2.28.200, or the City Manager may request that the City Council authorize procurement using Section 2.28.190.

2.28.220 Rejection of Bids.

(a) The City Manager (in the case of projects subject to the informal bid procedure) or the City Council (in the case of projects subject to the formal bid procedure) may, in their discretion, reject any bids presented if the City, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the City, furnishes a written notice to an apparent low monetary bidder. The notice shall inform the bidder of the City's intention to reject the bid and shall be mailed at least two business days prior to the date on which the City intends to reject the bid. If

after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the City shall have the option of either of the following:

- (1) Abandoning the project or re-advertising for bids using the applicable procedure based on the monetary bid thresholds described in this Article; or
- (2) By passage of a resolution by a four-fifths vote of the City Council declaring that the project can be performed more economically by City employees (force account) or awarded by negotiated Contract or purchase order, the City may have the project done in such manner, without further compliance with this Article.

2.28.230 Exceptions to Bidding Requirements.

(a) The City Council, after reviewing and considering the facts of a particular Public Works Project, may waive or modify the bidding requirements of this Article by finding that any one or more of the following circumstances exist:

- (1) Limitations on the source or the scope and nature of the Contract are such that no more than one contractor is available to meet the technical specifications and/or quality considerations of the project.
- (2) The work is of a highly specialized nature.
- (3) There would be no competitive advantage to requiring bidding for the Contract.
- (4) The cost of the work would be significantly increased or its completion significantly delayed.
- (5) An Emergency, as determined by the City Council exists. In the event of an emergency, the procedure set forth in Section 2.28.240 shall be followed.
- (6) After making the findings set forth in Section 2.28.270, the City Council determines that the City's interests would best be served by entering into a negotiated Design/Build Contract for the Public Project's construction.
- (7) There exist other specific considerations justifying the waiver of the bidding requirements.

(b) The facts and circumstances supporting the City Council's determination that one or more of the bidding exceptions set forth in this Section exempts a Public Works Project from the competitive bidding procedures in this Article shall be set forth in a resolution requiring a four-fifths vote (with the exception of a determination of the applicability of Design/Build, which shall only require a simple majority vote). Such resolution shall also specify the manner in which such Public Works Project shall be procured (e.g., by negotiated Contract, by formal or informal RFP/Q, by seeking written quotations, or such other method as the City Council shall authorize).

2.28.240 Emergency Procedures.

In the event of an Emergency (deemed by the City Council to exist based on the factors in the definition set forth in Subsection 2.28.050(6) of this Chapter) the City Council may proceed at once to replace, repair or in an appropriate case, construct any Public Works Project without giving notice

for bids to let Contracts. The work may be done by day labor under direction of the City Council, by Contract, or by a combination of the two. The City Council delegates to the City Manager the power to declare the existence of an Emergency and to take the actions set forth in this Section, subject to confirmation by the City Council, by a four-fifths vote at its next meeting.

2.28.250 Splitting Contracts for Public Works Projects.

In its sole discretion and particularly when phasing or splitting a Public Project will facilitate timely completion, the City may at any time decide to construct a Public Works Project in phases or choose to split a Public Works Project into smaller items of work.

2.28.260 Prevailing Wages.

Public Works Projects shall not be subject to state prevailing wage laws except when such projects are determined not to be municipal affairs, or are funded in whole in whole or in part by state or federal loans, or grants, and payment of prevailing wages is required in order to receive such state or federal funding. Each notice inviting bids shall specify whether or not a Public Works Project is subject to state prevailing wage law. For guidance regarding what constitutes a municipal affair, see Subsection 2.28.170(b).

2.28.270 Design/Build Contracts for Selected City Projects.

(a) The City shall not be required to comply with the provisions of this Article or any State law pertaining to the bidding, awarding and/or administration of a Contract for a Public Works Project if the City Council concludes that the project constitutes a municipal affair and that the City's interests would best be served by utilizing a negotiated Design/Build procurement for the project's construction.

(b) For purposes of this Chapter, "Design/Build" means a procurement process in which both the design and construction of a Public Works Project are procured from a single entity.

(c) The City Council's conclusion for a Design/Build Contract should be based upon supportive findings that the proposed Design/Build Contract will:

(1) Provide for realistic and accurate budget estimates at the start of the planning process and thus contribute to more effective budget management;

(2) Avoid the delays and costly Change Orders that result from the traditional design-bid-build method of contracting, and

(3) Allow the City Council to consider the overall design, aesthetics, and quality standards of the project's design to provide features not available through the design-bid-build method.

(d) Projects determined by the City Council to be suitable for design-build, shall be procured using the Formal RFP/Q solicitation procedures set forth in Subsection 2.28.280(d) of this Chapter. The City Manager is authorized to develop appropriate additional rules and regulations to carry out the intent of this Section, including but not limited to: information to be included in RFP/Q solicitations, procedures for evaluating Design/Build Proposals, and rules for awarding Design/Build Contracts.

Article V. Professional Services

2.28.280 Award of Consultant/Professional Services Contracts based upon Competence.

(a) **Factors to Consider.** In contracting for those Consultant/Professional Services as defined in Subsection 2.28.050(4), such Contracts should only be awarded to firms or persons who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for above satisfactory performance of the services required. Once the department requesting the service has determined that a firm has an adequate level of competence, the cost of the service may be considered, however, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the Contract. It may be in the City's best interest to award the Contract to a firm based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship or other factors required by the requesting department or proposed by that firm, and as such factors are set forth in the City's purchasing policies and guidelines. The information needed to determine that level of competence, other qualifications and the procedure for selecting such services shall be determined by the department requesting the service.

(b) **Request for Proposal/Qualification.** The acquiring of professional services shall be procured through negotiated Contract and may include requests for proposals/qualifications. Contracting for professional services is centralized through the purchasing division unless prior approval to decentralize is given by the City Manager. Decentralized contracting for professional services shall be the responsibility of the department head requesting the service. The City Manager may be contacted to assist in the formal request for proposal/qualification ("RFP/Q") process.

(c) **Contracts—Informal Process.** The department head may recommend professional service or consulting contracts with qualified consultants/firms on file with the City. The requesting department is required to contact a minimum of three consultants/firms, unless the City Manager authorized the entering into or the award of a specific service Contract. The department head shall recommend to the City Manager the firm or person to be awarded the Contract before awarding any professional service Contract. Written justification shall be provided by the department head setting forth the reasons for recommending such firm or person awarded the Contract. Professional service Contracts should be on the City's standard form and shall be reviewed and approved as to form by the office of the City Attorney.

(d) **Contracts—Formal RFP/Q Solicitation Process.** As an alternative to the procedures described in Subsection (c) of this Section, departments may utilize a sealed request for proposal process, administered by the City Manager and subject to the following requirements:

(1) **RFP/Q Solicitation Process.** The City shall adopt a resolution describing the procedures for the formal RFP/Q solicitation process.

(2) **Advertisement.** The City Manager shall advertise in appropriate publications and/or use the professional services listings, as available, during the solicitation process.

(3) Fourteen-Day Notice. Notice inviting RFP/Q's should be advertised at least fourteen calendar days before the due date of submission of the RFP/Q.

(4) Notice Contents. The notice shall, at a minimum, describe the general type of service needed, how the RFP/Q minimum scope of work can be obtained, the requirement of a written sealed proposal, and state the closing date, place, and time for submission of the RFP/Q.

(5) Solicitation Procedure. Sealed request for proposals/qualifications should be submitted to the City Manager. RFP/Q's need not be opened publicly. All proposals shall be analyzed by the City Manager and the requesting department for compliance with RFP/Q requirements, value of total scope of services and a recommendation made to City Council for selection, or for follow up interviews of those submitting a proposal.

(e) Award. Professional service contracts with an estimated cost of more than one hundred seventy-five thousand dollars (\$175,000) require the approval of the City Council.

Article VI. Procurement Protest Procedures

2.28.290 Protest Procedures.

Procurements shall be protested in accordance with this Section. Protests not complying with the provisions of this Section shall not be reviewed.

(1) Definitions. For the purpose of this Section:

(A) "Interested party" means an actual bidder or offeror, and any contractor or subcontractor identified by name in any bid, proposal, or response to solicitation.

(B) "Bid" includes "offer" and "proposal" in the context of formal, informal, or negotiated procurements.

(C) "Filing date" or "submission date" means the date of receipt by the City clerk or the City Manager.

(D) "Days" means calendar days.

(E) "Procurement staff" means the Finance Director or other department director initiating the procurement being protested, or his or her designees of any of these persons.

(F) "Reviewing official" means the City Manager or his or her designee.

(2) Grounds for Protest. Any interested party may file a written protest on any of the following grounds:

(A) The existence of a significant defect, error or omission in the solicitation documents issued by the City;

(B) Failure of the City to follow the procedures of this Chapter;

(C) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents therefore;

(D) Award of the Contract by the City to a bidder other than the Best Value Bidder in violation of this Chapter; or

(E) Such other grounds provided for under federal or state law or in equity.

(3) Protest Contents and Filing. Protests shall be delivered or sent by registered mail to the Finance Director for protests of purchases of materials, supplies, equipment, services and Public Projects and shall:

(A) Include the name, address, and business telephone number of the protestor;

(B) Identify the project under protest by name, solicitation number, and submission date;

(C) Contain a concise statement of the grounds for protest and the facts supporting such grounds;

(D) Include all supporting documentation. Documentation submitted after filing will not be reviewed.

Protestors may be represented by legal counsel at their own expense. Protestors shall bear all costs of the protest other than salary and personnel costs of City employees.

(4) Review of Protests.

(A) Protests of Solicitation Documents. Interested parties wishing to protest City solicitation documents must do so within seven days after the date of their issuance and in no event later than the date of the bid or proposal opening, unless the interested party did not know of the facts giving rise to the protest prior to bid or proposal opening.

(i) In such cases, protests shall be submitted within seven days after the interested party knew or should have known of such facts.

(ii) Upon receipt of a protest, procurement staff shall review all the submitted materials and create and retain a written record of their review. (iii) Not later than twenty days after receipt of the protest, procurement staff shall respond at least generally to each material issue raised in the protest.

a. Procurement staff may elect, but are not obligated, to attempt to resolve the protest with the affected parties. "Resolution" means the formal withdrawal of a protest by the protestor, or written acknowledgement of protest resolution signed by the City and the protestor. If procurement staff elects to attempt resolution, protestors shall be notified in writing of an opportunity to present evidence for consideration by the City and such technical or other staff as the City deems necessary. Procurement staff shall then make a formal recommendation for decision to the reviewing official and shall notify the protestors of that decision. A record of the resolution proceedings shall be made. If procurement staff elects not to attempt resolution, or if no resolution is achieved, procurement staff shall recommend to the reviewing official a suggested disposition of the protest.

b. After review and consideration of procurement staff's recommendation and the evidence contained in the record of proceedings, the reviewing official shall render a written decision in the matter not later than fifteen days after receipt of the recommendation and shall give notice thereof in writing to the protestor and such other interested parties as the reviewing official deems appropriate. Notice of decision may be given by electronic facsimile, U.S. postal service, or in person.

c. Any protestor excepting to the decision of the reviewing official may appeal in writing to the City Council by filing with the City clerk a written notice of such appeal not later than fifteen days after dispatch of the reviewing official's decision. The City clerk will calendar the protest for City Council hearing and give notice of the time and place of the hearing.

d. Should the City Council deny the protest, the City shall proceed with its procurement in accordance with the established solicitation documents. If the City Council sustains the protest, procurement staff shall proceed as directed by the Council.

e. In the event of a timely protest, procurement staff shall not proceed with the solicitation until all administrative and judicial remedies have been exhausted or until the City Manager determines that the award of a Contract without delay is necessary to protect substantial interests of the City.

(B) Protests on Other Grounds. In cases of protests involving aspects of a City procurement other than solicitation documents, the following procedures apply:

(i) Interested parties shall protest City procurement matters other than solicitation documents within five days after Contract award.

(ii) All protests timely received shall be considered pursuant to the provisions of this Section.

(iii) Protests sustained wholly or partially by the City Council or City Manager will be rectified as soon as practicable in accordance with the direction of the City Council or the City Manager.

(iv) If a protest sustained by the City Council cannot be settled satisfactorily pursuant to the terms of its decision and applicable law, all procurement activity for the specific project may be suspended by the City. The City reserves the right to continue the procurement, terminate the procurement, repeat the solicitation, cancel all or part of the procurement, postpone the procurement, or take any other lawful action with regard thereto.

(C) Protests of Procurements Exceeding One Thousand Dollars.

(i) Interested parties protesting procurements exceeding one thousand dollars shall comply with the procedures contained in the Section except that in lieu of appeal to the reviewing official, a protestor may request that the protest be heard and decided at an administrative hearing.

(ii) A written request for administrative hearing shall be accompanied by a certified or cashier's check in the amount of one thousand dollars, payable to the City, and shall be received by the City Manager or City clerk not later than ten days after dispatch of the procurement staff's determination. The request for hearing shall include the specific grounds of the appeal.

(iii) The City shall select and engage an impartial and qualified person to act as hearing officer in the pending protest. The protestor shall have the right to twice reject the selected hearing officer, provided that the City is notified of such rejection within three days after notice to the protestor of the name of the hearing officer.

(iv) The protest shall be heard not later than thirty-five days after receipt of the protestor's request for hearing. Protests not heard in a timely manner shall be deemed withdrawn, unless the City and the protestor otherwise mutually agree in writing.

(v) After hearing the protest, the hearing officer shall promptly forward to the City Council his or her written findings and recommendations regarding disposition of the protest. The City Council may

adopt or reject all or part of the findings and may accept, reject, or modify the recommendations of the hearing officer or, alternatively, render an independent decision and directions for disposition of the protest and the progress of the solicitation and procurement at issue.

(vi) Costs of the hearing officer and expenses of the protest shall be borne by the protestor. The sums deposited with the request for hearing shall be credited to the costs of the hearing officer and other hearing expenses. Any unexpended portion of the deposit shall be refunded to the protestor. Protestors substantially prevailing on all of the material issues of their protests may apply to the City Council for consideration of a reasonable allocation of costs of the protest between protestor and City.

(D) Protests of Federally Funded Procurements. If the protested procurement involves federal funds, the procurement staff, reviewing official, and hearing officer shall accompany their respective decisions with notice to the protestor of the right to appeal to the appropriate federal agency, which shall be identified by name and address. Such an appeal shall be filed with such agency within five days of the dispatch of the rejection notice to the protestor or in accordance with any other applicable federal procedures. Federal agencies may entertain protests alleging that the City has failed to adopt written protest procedures or has failed to follow such procedures. Appeals to the Federal Transit Administration shall comply with PTA Circular 4220.1 or the most current version as amended and supplemented from time to time.

Article VII. Use of Recycled Products

2.28.300 Recycled Products.

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

(b) Certification of percentage of postconsumer materials.

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

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

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

Section 4. 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 5. REPEAL OF CONFLICTING PROVISIONS

All the provisions of the Victorville Municipal Code as heretofore adopted by the City of Victorville that are in conflict with the provisions of this ordinance are hereby repealed.

Section 6. EFFECTIVE DATE

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

[END OF PAGE]

Section 7 CERTIFICATION

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

First read at a regular meeting of the City Council held on the 17th day of March, 2009 and adopted and ordered published at a regular meeting of said Council held on the _____ day of _____, 2009.

Rudy Cabriaes, Mayor

ATTEST:

Carolee Bates, City Clerk

APPROVED AS TO FORM:

City Attorney

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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John G. Sullivan
Director of Finance

DATE: 3/05/09

ATTACHED: COMMERCIAL DEMAND SCHEDULE No. 17

SUBJECT:
COMMERCIAL DEMAND SCHEDULE

RECOMMENDATION: That the Honorable City Council approve Commercial Demand Schedule No. 17 in the amount of \$7,377,977.49 covering Warrant Nos. 607540, 607771, 608623, 610525, 615190, 615432, 615507, 616017, 615760 and 616031 through 616635 inclusive.

FISCAL IMPACT: Total amount of warrants: \$7,377,977.49

Budget Amount: \$7,377,977.49
Budget Acct. No.: Various

---Finance Department Use Only---
Additional Appropriation:

☒ No
☐ Yes/\$Amt:
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.



DIRECTOR OF FINANCE

JGS/ks



Report ID: VVPOS2-SUM.rpt

City of Victorville Accounts Payable

Commercial Demand

Page No.

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Run Date

Feb/25/2009

Run Time

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<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
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607771	7/16/2008	0000002507 Victorville Professional Firefighters	V	-2,894.50
608623	8/6/2008	0000002507 Victorville Professional Firefighters	V	-57.89
610525	9/24/2008	0000022121 Victor Valley Center GC, Inc.	V	-40.00
615190	1/28/2009	0000022616 Travel Planners, Inc.	V	-170.04
615432	2/4/2009	0000019349 Western Pacific Housing	V	-7.99
616031	2/18/2009	0000011907 4-Con Engineering	P	20,000.00
616032	2/18/2009	0000002505 Victorville Disposal, Inc.	P	582,796.12
616033	2/19/2009	0000011739 Aguilar, Steven	P	9,740.00
616034	2/25/2009	0000022732 10-8 Video	P	650.00
616035	2/25/2009	0000002336 3M	P	800.05
616036	2/25/2009	0000014848 AAA Custom Upholstery	P	183.10
616037	2/25/2009	0000010537 ACCO Engineered Systems	P	47,864.00
616038	2/25/2009	0000022711 Ackerman & Sons Co.	P	49,000.00
616039	2/25/2009	0000006988 Adelanto Elementary School District	P	1,340.03
616040	2/25/2009	0000022720 Advanced Auto Glass	P	163.10
616041	2/25/2009	0000018105 Advanced Copy Systems	P	59.27
616042	2/25/2009	0000000073 Air Cold Supply	P	582.95
616043	2/25/2009	0000006716 Airgas West	P	46.86
616044	2/25/2009	0000006716 Airgas West	P	94.98
616045	2/25/2009	0000010965 Albert Grover & Associates	P	13,925.00
616046	2/25/2009	0000016726 Allen Instruments and Supplies	P	31.05
616047	2/25/2009	0000000139 American Industrial Supply, Inc	P	465.62
616048	2/25/2009	0000016776 American Library Association	P	58.00
616049	2/25/2009	0000016799 AmeriPride Uniform Services	P	1,138.09
616050	2/25/2009	0000000033 A.M. Player	P	28.37
616051	2/25/2009	0000000158 AMTEK	P	281.00
616052	2/25/2009	0000021764 Apple Valley Lawnmower	P	524.35
616053	2/25/2009	0000017819 Apple Valley Animal Hospital	P	345.26
616054	2/25/2009	0000017984 Avotek	P	47,200.00
616055	2/25/2009	0000016186 B&K Electric	P	1,518.83
616056	2/25/2009	0000000270 Bankcard Services	P	57.46
616057	2/25/2009	0000019271 Barrett Engineered Pumps	P	3,647.00
616058	2/25/2009	0000018238 BCS, LLC	P	888.12
616059	2/25/2009	0000000292 Bear Valley Fabricators &	P	240.43
616060	2/25/2009	0000000294 Bear Valley Rentals	P	293.31
616061	2/25/2009	0000018319 Bear Valley RV and Self Storage	P	310.00
616062	2/25/2009	0000000311 Best Access Systems/	P	34.33
616063	2/25/2009	0000015877 Boot Barn, Inc.	P	300.03
616064	2/25/2009	0000021854 Botach Tactical	P	307.95
616065	2/25/2009	0000008250 Tera Bottorff	P	210.00
616066	2/25/2009	0000010986 Braun & Blaising, P.C.	P	6,065.60
616067	2/25/2009	0000000510 Callaway Golf	P	12.92
616068	2/25/2009	0000014820 Cal-State Auto Parts	P	248.00
616069	2/25/2009	0000022290 C.A. Rasmussen, Inc.	P	247,710.94
616070	2/25/2009	0000022725 Carter, Michael	P	81.91
616071	2/25/2009	0000010029 CA Shopping Cart Retrieval	P	720.00
616072	2/25/2009	0000006067 Causey's Heating & Air-Conditioning	P	75.00
616073	2/25/2009	0000000543 Chabin Concepts, Inc.	P	21,904.58
616074	2/25/2009	0000008522 Charter Communications	P	40,337.01
616075	2/25/2009	0000000425 C.H.J. Incorporated	P	6,887.50
616076	2/25/2009	0000018693 Cintas Corporation #150	P	143.91



Report ID: VVPOS2-SUM.rpt

City of Victorville Accounts Payable

Commercial Demand

Page No.

2

Run Date

Feb/25/2009

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616077	2/25/2009	0000018132 Clinical Laboratory of San Bernardino	P	2,739.00
616078	2/25/2009	0000019730 CMS	P	150.00
616079	2/25/2009	0000000600 Coles Bros.	P	120.50
616080	2/25/2009	0000000615 Commercial Landscape Supply, Inc.	P	98.66
616081	2/25/2009	0000000623 Comser Co.	P	1,136.76
616082	2/25/2009	0000004583 Converse Consultants, Inc.	P	7,195.00
616083	2/25/2009	0000014233 Conway Data	P	3,000.00
616084	2/25/2009	0000021733 Covered Wagon	P	16.70
616085	2/25/2009	0000017983 CSAC Excess Insurance Authority	P	31,906.28
616086	2/25/2009	0000015965 Cutter & Buck	P	641.50
616087	2/25/2009	0000008392 D3 Equipment	P	60.94
616088	2/25/2009	0000000712 Daily Press	P	652.42
616089	2/25/2009	0000000743 Dell Marketing L.P.	P	472.80
616090	2/25/2009	0000008190 Deluxe Cleaners	P	625.40
616091	2/25/2009	0000000764 Desert Truck Supply	P	146.53
616092	2/25/2009	0000008893 DGA Consultants, Inc.	P	17,385.00
616093	2/25/2009	0000022734 Digital Media Warehouse	P	825.00
616094	2/25/2009	0000019731 El Dorado Broadcasters LLC	P	224.00
616095	2/25/2009	0000022724 Ellison, Gary	P	54.00
616096	2/25/2009	0000022095 Emery-Pratt Company	P	5,514.24
616097	2/25/2009	0000018998 Empire Presort	P	2,236.60
616098	2/25/2009	0000013349 Epic Land Solutions, Inc.	P	26,632.29
616099	2/25/2009	0000021074 EW1 Worldwide, Inc.	P	405.00
616100	2/25/2009	0000005294 Excelsior Education Center	P	560.00
616101	2/25/2009	0000000839 EZ GO Textron	P	868.51
616102	2/25/2009	0000000907 Fairfield Line, Inc.	P	123.26
616103	2/25/2009	0000000917 Federal Express Corp.	P	287.87
616104	2/25/2009	0000022535 Fencecorp, Inc.	P	389,356.88
616105	2/25/2009	0000000975 Franklin Truck Parts, Inc.	P	44.14
616106	2/25/2009	0000022104 FSI Energy Engineering Services	P	230.00
616107	2/25/2009	0000022129 Fuel Pros, Inc.	P	253.00
616108	2/25/2009	0000019238 GALE	P	146.24
616109	2/25/2009	0000001740 G.A. Osborne Pipe-Supply	P	366.20
616110	2/25/2009	0000022293 Garda Security Services, Inc.	P	11,671.84
616111	2/25/2009	0000001021 Gas, Inc.	P	4,487.50
616112	2/25/2009	0000008842 Genesis Construction	P	135,197.35
616113	2/25/2009	0000001047 Global Tour Golf, Inc.	P	585.08
616114	2/25/2009	0000015517 GLV Productions	P	280.15
616115	2/25/2009	0000011689 Golf Ventures West	P	390.03
616116	2/25/2009	0000001943 Goodspeed Distributing, Inc.	P	4,301.09
616117	2/25/2009	0000001074 Graham Equipment	P	286.62
616118	2/25/2009	0000003047 Graves & King	P	809.16
616119	2/25/2009	0000006269 Green, de Bortnowsky & Quintanilla, LLP	P	6,500.00
616120	2/25/2009	0000022733 Group C Media	P	5,530.00
616121	2/25/2009	0000002968 The Grumpy Golfer	P	355.87
616122	2/25/2009	0000001104 Haaker Equipment Co.	P	407.54
616123	2/25/2009	0000018179 Hach Company	P	183.13
616124	2/25/2009	0000018180 Harper & Associates Engineering, Inc.	P	5,209.00
616125	2/25/2009	0000016585 Harper, Victoria Penny	P	22.00
616126	2/25/2009	0000022603 Harris and Company Estate	P	96.96
616127	2/25/2009	0000022655 Harris, Patricia	P	127.24
616128	2/25/2009	0000001184 High Desert Laser Graphics	P	285.81
616129	2/25/2009	0000013762 Hesperia Animal Hospital	P	220.00



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Check No.	Date	Vendor	Payment Status	Payment Amount
616130	2/25/2009	0000001162 Hi-Desert Communications	P	46.36
616131	2/25/2009	0000008848 Hi Desert Fire Protection Service	P	484.17
616132	2/25/2009	0000004221 Hi Desert Plan Room	P	7.23
616133	2/25/2009	0000001194 Hightech Signs	P	589.57
616134	2/25/2009	0000011025 Hippo Golf Company, Inc.	P	284.33
616135	2/25/2009	0000001218 Home Depot, Inc.	P	3,391.23
616136	2/25/2009	0000017420 Idea Hall	P	5,140.00
616137	2/25/2009	0000017072 Idearc Media Corp	P	480.15
616138	2/25/2009	0000008055 IKON Office Solutions, Inc.	P	2,031.12
616139	2/25/2009	0000008055 IKON Office Solutions, Inc.	P	91.20
616140	2/25/2009	0000018048 Industrial Clerical Recruiters, Inc.	P	2,865.66
616141	2/25/2009	0000012411 Johnson Power Systems	P	5,675.32
616142	2/25/2009	0000006646 KFROG Stations	P	316.00
616143	2/25/2009	0000001399 Kleinfelder, Inc.	P	702.00
616144	2/25/2009	0000018875 Konica Minolta Business Solutions	P	3,213.12
616145	2/25/2009	0000018875 Konica Minolta Business Solutions	P	23.75
616146	2/25/2009	0000001426 Lab Safety Supply co.	P	460.35
616147	2/25/2009	0000017309 LawnCare Landscaping	P	47,286.16
616148	2/25/2009	0000001416 Lawson Products, Inc.	P	88.44
616149	2/25/2009	0000013177 LeagueLineup.com	P	159.85
616150	2/25/2009	0000021350 The Local Pages	P	380.00
616151	2/25/2009	0000017054 LoopNet, Inc.	P	119.90
616152	2/25/2009	0000010660 Loveland's Automotive Service	P	60.00
616153	2/25/2009	0000009630 Lowe's	P	94.14
616154	2/25/2009	0000011722 Lowe's	P	280.02
616155	2/25/2009	0000019062 Lowe's	P	6.41
616156	2/25/2009	0000019061 Lowe's	P	53.34
616157	2/25/2009	0000001489 M&D Fire Equipment Company, Inc.	P	45.29
616158	2/25/2009	0000003011 McCall's Meter Sales & Service	P	1,027.26
616159	2/25/2009	0000022001 MCS 2 Uared Design Group, Inc.	P	6,519.23
616160	2/25/2009	0000001592 Mobile Occupational Service	P	35.00
616161	2/25/2009	0000018869 Mojave Pizza Inc.	P	45.50
616162	2/25/2009	0000018210 MWH Laboratories	P	4,134.75
616163	2/25/2009	0000001648 NAPA Auto Parts	P	808.14
616164	2/25/2009	0000007789 Nelson Traffic Supply	P	847.82
616165	2/25/2009	0000018223 New Resources Group, Inc.	P	445.92
616166	2/25/2009	0000008744 Nextel Communications	P	1,893.94
616167	2/25/2009	0000005964 Nike USA, Inc.	P	556.92
616168	2/25/2009	0000022723 Occhino, Rebecca	P	94.32
616169	2/25/2009	0000001711 Office Depot	P	1,051.78
616170	2/25/2009	0000022730 Office Equipment Finance Services	P	170.54
616171	2/25/2009	0000002772 OfficeMax	P	285.30
616172	2/25/2009	0000016887 Office Works	P	160.49
616173	2/25/2009	0000010156 Outback	P	580.00
616174	2/25/2009	0000009637 Parsons Brinckerhoff	P	11,603.00
616175	2/25/2009	0000018519 Parsons Transportation Group, Inc.	P	21,368.46
616176	2/25/2009	0000017095 PB Americas, Inc.	P	16,108.65
616177	2/25/2009	0000003858 Pearpoint, Inc.	P	54,321.51
616178	2/25/2009	0000022232 Perma-Bound	P	405.86
616179	2/25/2009	0000022551 Pham, Peter	P	3,316.50
616180	2/25/2009	0000021842 Poore, Cindy	P	157.33
616181	2/25/2009	0000022676 Prism Windshield Repair	P	206.00
616182	2/25/2009	0000016244 PTL Electric, Inc.	P	9,614.43



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Check No.	Date	Vendor	Payment Status	Payment Amount
616183	2/25/2009	0000017168 Q-Star Technology	P	7,601.43
616184	2/25/2009	0000019063 Quantum Office Products	P	5.92
616185	2/25/2009	0000001910 R & R Products	P	667.78
616186	2/25/2009	0000004834 Radio Shack	P	9.48
616187	2/25/2009	0000004116 RBF Consulting	P	2,002.00
616188	2/25/2009	0000001916 R.D.O. Equipment Co.	P	324.41
616189	2/25/2009	0000019055 Redflex Traffic Systems, Inc.	P	72,000.00
616190	2/25/2009	0000002389 Ron Turley Associates, Inc.	P	5,685.00
616191	2/25/2009	0000001987 Rotary Club - Victorville	P	54.00
616192	2/25/2009	0000002746 Roto-Rooter Plumbers	P	795.00
616193	2/25/2009	0000022726 Rudsell, Chris	P	78.88
616194	2/25/2009	0000002017 Safeway Sign Co.	P	1,785.42
616195	2/25/2009	0000021353 Satworx	P	143.46
616196	2/25/2009	0000002063 SBC Fire Department	P	954,471.00
616197	2/25/2009	0000002037 San Bernardino County	P	38.00
616198	2/25/2009	0000002037 San Bernardino County	P	2,520.00
616199	2/25/2009	0000011945 Scrub-N-Up	P	58.17
616200	2/25/2009	0000002111 Service Rock Products	P	2,072.40
616201	2/25/2009	0000018525 Shear Realty	P	109.48
616202	2/25/2009	0000002188 Southern California Edison	P	4,873.52
616203	2/25/2009	0000002188 Southern California Edison	P	15,064.12
616204	2/25/2009	0000011897 Specialty Technical Publishers	P	280.50
616205	2/25/2009	0000022727 Spencer, Cory	P	61.90
616206	2/25/2009	0000000256 Sport Supply Group, Inc.	P	586.90
616207	2/25/2009	0000002217 Sprint	P	965.73
616208	2/25/2009	0000002227 Staples Credit Plan	P	208.52
616209	2/25/2009	0000016245 State Disbursement Unit	P	260.00
616210	2/25/2009	0000020164 Sterling Energy Management, LLC	P	14,780.86
616211	2/25/2009	0000007039 Stoodly Industrial & Welding Supply, Inc.	P	130.42
616212	2/25/2009	0000022729 Struikman, Peter R.	P	77.75
616213	2/25/2009	0000021121 Sunbelt Rentals	P	655.91
616214	2/25/2009	0000002269 Sunland Ford	P	152.86
616215	2/25/2009	0000005690 Swank Motion Pictures, Inc.	P	321.00
616216	2/25/2009	0000002204 Southwest Gas Corporation	P	9,704.82
616217	2/25/2009	0000002204 Southwest Gas Corporation	P	33,403.37
616218	2/25/2009	0000002312 Target Stores	P	424.02
616219	2/25/2009	0000002316 Taylor Made	P	117.69
616220	2/25/2009	0000002322 Tempo	P	10,173.83
616221	2/25/2009	0000011036 Time Warner Telecom	P	61.72
616222	2/25/2009	0000002346 Titleist	P	557.10
616223	2/25/2009	0000014202 TranscriptionGear.com	P	570.47
616224	2/25/2009	0000009801 T.Y. Custom Design	P	184.64
616225	2/25/2009	0000002419 Underground Service Alert	P	1,249.50
616226	2/25/2009	0000014613 UniFirst Corporation	P	83.64
616227	2/25/2009	0000002426 United Parcel Service	P	67.18
616228	2/25/2009	0000017754 Upstart	P	661.15
616229	2/25/2009	0000002462 Valley Sporting Goods	P	163.80
616230	2/25/2009	0000005697 Verizon	P	29.36
616231	2/25/2009	0000018606 Victory Homes	P	44.36
616232	2/25/2009	0000008430 Vulcan Materials Company	P	744.62
616233	2/25/2009	0000002502 Victorville Chamber of Commerce	P	120.00
616234	2/25/2009	0000006411 City of Victorville	P	141.06
616235	2/25/2009	0000002505 Victorville Disposal, Inc.	P	1,358.24



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616236	2/25/2009	0000013434 Victorville Glass Co., Inc.	P	830.84
616237	2/25/2009	0000002511 Victorville Motors	P	22.91
616238	2/25/2009	0000002507 Victorville Professional Firefighters	P	5,904.78
616239	2/25/2009	0000002862 Victor Valley Towing, Inc.	P	148.00
616240	2/25/2009	0000002533 Wal-Mart Store #01-1588	P	44.02
616241	2/25/2009	0000017164 Walters Power International, LLC	P	59,632.55
616242	2/25/2009	0000002554 Waxie Sanitary Supply	P	987.39
616243	2/25/2009	0000016782 Western Audio Visual Corp	P	8,081.06
616244	2/25/2009	0000022538 WK Palmerton Associates, LLC	P	7,863.10
616245	2/25/2009	0000022033 Woodard & Curran, Inc.	P	120,000.00
616246	2/25/2009	0000002632 Xerox Corporation	P	276.78
616247	2/25/2009	0000002632 Xerox Corporation	P	547.01
616248	2/25/2009	0000017991 Yellow Book USA	P	229.00
616249	2/25/2009	0000022719 Zhao, Qingzhu	P	43.93
616250	2/25/2009	0000022719 Zhao, Qingzhu	P	128.09
616251	2/25/2009	0000022073 A Dump Chump Construction	P	727.50
616252	2/25/2009	0000003153 Assistance League of Victor Valley	P	5,000.00
616253	2/25/2009	0000022662 Banuelos Landscape and Concrete, Inc.	P	1,035.00
616254	2/25/2009	0000011179 Jason Bullard Officiating	P	210.00
616255	2/25/2009	0000022029 Burgen, Robert	P	191.98
616256	2/25/2009	0000018774 California Department of Public Health	P	90.00
616257	2/25/2009	0000018774 California Department of Public Health	P	105.00
616258	2/25/2009	0000015303 California Fire Chief's Association	P	1,200.00
616259	2/25/2009	0000022713 Callon, John	P	10.73
616260	2/25/2009	0000022714 CCL Engineering	P	375.00
616261	2/25/2009	0000020413 Cheney, John	P	241.50
616262	2/25/2009	0000000556 Chicago Title Co.	P	277.57
616263	2/25/2009	0000000556 Chicago Title Co.	P	435.96
616264	2/25/2009	0000000556 Chicago Title Co.	P	477.44
616265	2/25/2009	0000017717 Community Bank	P	27,523.44
616266	2/25/2009	0000022712 Conley, Josh	P	232.41
616267	2/25/2009	0000014432 Cox, Jim	P	40.00
616268	2/25/2009	0000011649 Cox, Robert	P	2,125.00
616269	2/25/2009	0000022715 CRWA	P	350.00
616270	2/25/2009	0000000741 Joe De George Sports	P	220.00
616271	2/25/2009	0000003239 Fidelity National Title	P	143.34
616272	2/25/2009	0000014972 Foster, Justin	P	100.00
616273	2/25/2009	0000015874 Friends of the Victorville Library	P	3,581.75
616274	2/25/2009	0000009784 Frontier Homes, LLC	P	4,227.63
616275	2/25/2009	0000009161 Haines, Sandra	P	63.81
616276	2/25/2009	0000002809 High Desert Homeless Services, Inc.	P	5,000.00
616277	2/25/2009	0000015499 High Desert Mountain Water Association	P	225.00
616278	2/25/2009	0000022716 Heabirlin, Donald	P	64.00
616279	2/25/2009	0000014977 Heredia, Sandra	P	327.02
616280	2/25/2009	0000005565 Hester, Yvonne	P	250.00
616281	2/25/2009	0000022710 The HSUS Animal Care Expo 2009	P	525.00
616282	2/25/2009	0000004263 Inland Fair Housing & Mediation Board	P	1,885.76
616283	2/25/2009	0000004263 Inland Fair Housing & Mediation Board	P	2,238.22
616284	2/25/2009	0000017308 Klawonn, Janel	P	144.23
616285	2/25/2009	0000022721 Kleinfelder West, Inc.	P	43.00
616286	2/25/2009	0000022717 Love Improvement, Inc.	P	4.70
616287	2/25/2009	0000020808 Lyles, Harold Glen	P	60.00
616288	2/25/2009	0000007650 Maaco	P	90.00



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<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
616289	2/25/2009	0000015790 Mike's Remodeling	P	204.00
616290	2/25/2009	0000022722 Miller, Brent	P	9,307.85
616291	2/25/2009	0000012809 Orange Coast Title	P	189.92
616292	2/25/2009	0000008476 Raschke, Dan	P	43.66
616293	2/25/2009	0000021190 Reed, Brian	P	180.00
616294	2/25/2009	0000017592 Rogers, Gary	P	160.00
616295	2/25/2009	0000009807 Salberg, Ray	P	1,676.75
616296	2/25/2009	0000002037 San Bernardino County	P	135.00
616297	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616298	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616299	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616300	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616301	2/25/2009	0000002037 San Bernardino County	P	20.00
616302	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616303	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616304	2/25/2009	0000002037 San Bernardino County	P	2,600.00
616305	2/25/2009	0000007006 Sexual Assault Services	P	1,300.00
616306	2/25/2009	0000022728 Specificoat	P	19,500.00
616307	2/25/2009	0000017406 Super Cleaners	P	40.00
616308	2/25/2009	0000002790 Treadwell Support Services	P	5,871.67
616309	2/25/2009	0000020169 Valley Sports Embroidery	P	78.45
616310	2/25/2009	0000006411 City of Victorville	P	2,636.79
616311	2/25/2009	0000006411 City of Victorville	P	7,740.47
616312	2/25/2009	0000010051 Wyndham Hotel	P	2,628.18

Check Total: 3,467,940.65



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<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
616313	2/26/2009	0000022739 Gee, Nicholas	P	54.08
616314	2/26/2009	0000022738 Lopez-Ursich, Joanne	P	105.82
616315	2/26/2009	0000022737 Moradian, Hosep	P	1,481.13
616316	2/26/2009	0000022740 Ortega, Domingo	P	107.00
616317	2/26/2009	0000022741 Rodriguez, Carlos / Ofelia	P	120.00
Check Total:				<u>1,868.03</u>



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Check No.	Date	Vendor	Payment Status	Payment Amount	
615507	2/4/2009	0000002236	State Water Resources Control Board	V	-332.00
616017	2/18/2009	0000021341	MSA Inland Empire / Desert Chapter	V	-20.00
616281	2/25/2009	0000022710	The HSUS Animal Care Expo 2009	V	-525.00
616318	3/3/2009	0000018012	Caporicci & Larson	P	210,000.00
616319	3/4/2009	0000014848	AAA Custom Upholstery	P	141.55
616320	3/4/2009	0000012587	AAA Hose Connection	P	513.28
616321	3/4/2009	0000007343	Abrego, Tamala S	P	106.16
616322	3/4/2009	0000009442	Ace Industrial Supply	P	280.86
616323	3/4/2009	0000006656	A Clean Pro	P	2,100.00
616324	3/4/2009	0000022720	Advanced Auto Glass	P	25.00
616325	3/4/2009	0000018085	Allgood Education Corporation	P	112.00
616326	3/4/2009	0000017657	All Purpose Document Destruction	P	400.00
616327	3/4/2009	0000022086	AMEC Geomatrix Inc.	P	9,350.00
616328	3/4/2009	0000013867	American Art & Frame Co.	P	232.77
616329	3/4/2009	0000013354	American Rotary Broom Co.	P	667.07
616330	3/4/2009	0000005159	American Water Works Association	P	80.60
616331	3/4/2009	0000016799	AmeriPride Uniform Services	P	1,085.21
616332	3/4/2009	0000000033	A.M. Player	P	35.00
616333	3/4/2009	0000000156	AMSCO	P	311.09
616334	3/4/2009	0000009673	An-Wil Bag Co	P	1,083.24
616335	3/4/2009	0000000174	Apex Rental	P	999.40
616336	3/4/2009	0000000191	Applied Industrial Tech	P	995.04
616337	3/4/2009	0000019580	Astrum Utility Services	P	4,777.50
616338	3/4/2009	0000017680	AutoZone, Inc.	P	33.10
616339	3/4/2009	0000016186	B&K Electric	P	2,484.43
616340	3/4/2009	0000013639	BAB Steering Hydraulics	P	1,294.26
616341	3/4/2009	0000018154	Baker, Lisa S.	P	175.00
616342	3/4/2009	0000000280	City of Barstow	P	1,330.67
616343	3/4/2009	0000013814	Basin Valve Company	P	1,296.26
616344	3/4/2009	0000000290	Battery Mart	P	939.28
616345	3/4/2009	0000000297	Beck Oil, Inc.	P	502.19
616346	3/4/2009	0000016808	Benson, Walt	P	1,303.24
616347	3/4/2009	0000016358	Blue Diamond	P	2,533.00
616348	3/4/2009	0000015877	Boot Barn, Inc.	P	598.36
616349	3/4/2009	0000010474	Burns Septic and Sewer Service	P	395.00
616350	3/4/2009	0000020590	Butsko Utility Design Inc.	P	77,811.54
616351	3/4/2009	0000000456	Calcon Electric Supply	P	1,223.44
616352	3/4/2009	0000000792	State of California Franchise Tax Board	P	759.11
616353	3/4/2009	0000002720	California Tool & Welding Supply	P	25.01
616354	3/4/2009	0000006067	Causey's Heating & Air-Conditioning	P	537.65
616355	3/4/2009	0000000618	CDW Government, Inc.	P	333.90
616356	3/4/2009	0000000548	Charles Joseph Associates	P	35,312.10
616357	3/4/2009	0000022504	Chavez, Ezequiel	P	861.30
616358	3/4/2009	0000011687	Chino Police Dept.	P	9,693.00
616359	3/4/2009	0000015472	Cintas	P	113.88
616360	3/4/2009	0000018131	Clean Source	P	251.66
616361	3/4/2009	0000000429	CMTA	P	155.00
616362	3/4/2009	0000009545	Coffman Associates	P	2,529.86
616363	3/4/2009	0000000600	Coles Bros.	P	163.28
616364	3/4/2009	0000021141	Colton Police	P	3,072.08
616365	3/4/2009	0000000623	Comser Co.	P	430.50
616366	3/4/2009	0000000630	Conney Safety Products	P	65.57



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616367	3/4/2009	0000000632 Consolidated Electrical Distributors,	P	1,079.78
616368	3/4/2009	0000000662 The Counseling Team International	P	950.00
616369	3/4/2009	0000003901 Creative Benefits, Inc.	P	336.00
616370	3/4/2009	0000003901 Creative Benefits, Inc.	P	2,948.94
616371	3/4/2009	0000016533 CSUSB	P	3,483.62
616372	3/4/2009	0000015351 D&D Landscape & Maintenance	P	375.00
616373	3/4/2009	0000008392 D3 Equipment	P	66.12
616374	3/4/2009	0000006348 Daily Journal Corporation	P	250.80
616375	3/4/2009	0000000712 Daily Press	P	482.65
616376	3/4/2009	0000022752 Daniels, Lajuana	P	97.96
616377	3/4/2009	0000021203 Davis, John C.	P	12,494.44
616378	3/4/2009	0000021952 De La Cerda Associates	P	2,849.54
616379	3/4/2009	0000000743 Dell Marketing L.P.	P	207.05
616380	3/4/2009	0000012505 Desert Environmental Services, Inc.	P	71.50
616381	3/4/2009	0000017312 Desert Valley Towing	P	475.00
616382	3/4/2009	0000022345 Diamond Environmental Services	P	69.64
616383	3/4/2009	0000018150 Dish Network	P	50.98
616384	3/4/2009	0000017280 Dolphin Mobile Auto Detailing	P	60.00
616385	3/4/2009	0000007289 EDFUND	P	263.45
616386	3/4/2009	0000022224 Elliot, Alissa	P	761.08
616387	3/4/2009	0000022095 Emery-Pratt Company	P	2,226.32
616388	3/4/2009	0000004553 Enviro Chek	P	4,520.85
616389	3/4/2009	0000000839 EZ GO Textron	P	140.76
616390	3/4/2009	0000000917 Federal Express Corp.	P	54.08
616391	3/4/2009	0000011539 Ferguson Enterprises, Inc. #677	P	1,710.80
616392	3/4/2009	0000008321 City of Fontana	P	12,675.31
616393	3/4/2009	0000022756 Forensic Survey Supply	P	4,276.60
616394	3/4/2009	0000009437 Fore-Par	P	681.14
616395	3/4/2009	0000000974 Franklin Covey	P	26.71
616396	3/4/2009	0000000975 Franklin Truck Parts, Inc.	P	278.72
616397	3/4/2009	0000001015 Gall's Inc.	P	419.90
616398	3/4/2009	0000001740 G.A. Osborne Pipe-Supply	P	197.28
616399	3/4/2009	0000022293 Garda Security Services, Inc.	P	7,003.04
616400	3/4/2009	0000022222 GBB Solid Waste Consultant	P	45,537.52
616401	3/4/2009	0000001047 Global Tour Golf, Inc.	P	131.49
616402	3/4/2009	0000015517 GLV Productions	P	549.53
616403	3/4/2009	0000011689 Golf Ventures West	P	33.12
616404	3/4/2009	0000022209 Gonzalez, Chele	P	57.69
616405	3/4/2009	0000001943 Goodspeed Distributing, Inc.	P	13,211.11
616406	3/4/2009	0000001063 Goodyear Service Store	P	4,220.50
616407	3/4/2009	0000001074 Graham Equipment	P	16,663.23
616408	3/4/2009	0000001076 Grainger, Inc.	P	692.01
616409	3/4/2009	0000003047 Graves & King	P	3,920.53
616410	3/4/2009	0000001089 Greiner Pontiac Buick	P	3,554.23
616411	3/4/2009	0000002968 The Grumpy Golfer	P	64.65
616412	3/4/2009	0000022718 H & E Brothers Investment Co.	P	11,537.78
616413	3/4/2009	0000001104 Haaker Equipment Co.	P	68.50
616414	3/4/2009	0000018179 Hach Company	P	361.99
616415	3/4/2009	0000001112 Ham Radio Outlet, Inc.	P	1,022.00
616416	3/4/2009	0000017973 Hartford Insurance Company	P	2,094.00
616417	3/4/2009	0000001096 HCS-Cutler	P	102.35
616418	3/4/2009	0000001174 High Desert Hispanic Chamber of	P	100.00
616419	3/4/2009	0000001184 High Desert Laser Graphics	P	774.72



Check No.	Date	Vendor	Payment Status	Payment Amount
616420	3/4/2009	0000001137 Health Net	P	257,001.82
616421	3/4/2009	0000000278 Hi Desert Alarm	P	3,721.16
616422	3/4/2009	0000001162 Hi-Desert Communications	P	13,683.90
616423	3/4/2009	0000016488 Hi-Desert Materials	P	415.55
616424	3/4/2009	0000001194 Hightech Signs	P	151.28
616425	3/4/2009	0000011025 Hippo Golf Company, Inc.	P	130.88
616426	3/4/2009	0000001218 Home Depot, Inc.	P	2,342.96
616427	3/4/2009	0000001230 Hub Construction Spec., Inc.	P	869.54
616428	3/4/2009	0000017072 Idearc Media Corp	P	652.05
616429	3/4/2009	0000008055 IKON Office Solutions, Inc.	P	74.72
616430	3/4/2009	0000007512 Imperial Sprinkler Supply, Inc.	P	1,881.29
616431	3/4/2009	0000018048 Industrial Clerical Recruiters, Inc.	P	1,245.77
616432	3/4/2009	0000001285 Inland Water Works Supply	P	1,741.24
616433	3/4/2009	0000001300 Internal Revenue Service	P	60.00
616434	3/4/2009	0000014600 Iteris	P	14,036.60
616435	3/4/2009	0000012411 Johnson Power Systems	P	6,036.42
616436	3/4/2009	0000002748 Jones Electric	P	11,170.00
616437	3/4/2009	0000001359 Kamper's Korner	P	82.87
616438	3/4/2009	0000022755 Kenerly, Alicia	P	89.23
616439	3/4/2009	0000022509 K and L Industries, LLC	P	6,209.00
616440	3/4/2009	0000018875 Konica Minolta Business Solutions	P	3.28
616441	3/4/2009	0000001426 Lab Safety Supply co.	P	333.06
616442	3/4/2009	0000001416 Lawson Products, Inc.	P	416.49
616443	3/4/2009	0000010660 Loveland's Automotive Service	P	140.00
616444	3/4/2009	0000011722 Lowe's	P	511.57
616445	3/4/2009	0000019050 Lowe's	P	64.59
616446	3/4/2009	0000001489 M&D Fire Equipment Company, Inc.	P	383.11
616447	3/4/2009	0000018049 Main Electric	P	12.93
616448	3/4/2009	0000022705 Mallory Co.	P	98.06
616449	3/4/2009	0000001548 McMaster-Carr Supply Co.	P	808.20
616450	3/4/2009	0000022534 McZeal, Laticia	P	81.23
616451	3/4/2009	0000016722 Miklos, Terry	P	154.10
616452	3/4/2009	0000017761 Modular Space Corporation	P	862.00
616453	3/4/2009	0000001599 Mojave Desert AQMD	P	250.45
616454	3/4/2009	0000014297 Mojave Environmental Education Consortm	P	2,500.00
616455	3/4/2009	0000001598 Mojave Equipment Co., Inc.	P	1,424.51
616456	3/4/2009	0000001603 Mojave Water Agency	P	84,420.00
616457	3/4/2009	0000010969 Musco Sports Lighting, LLC	P	2,808.00
616458	3/4/2009	0000018210 MWH Laboratories	P	2,873.00
616459	3/4/2009	0000008713 MW Peltz & Associates	P	10,036.58
616460	3/4/2009	0000001648 NAPA Auto Parts	P	6,189.61
616461	3/4/2009	0000022749 National Geographic	P	655.75
616462	3/4/2009	0000004894 New Jersey Family Support Pmt	P	140.31
616463	3/4/2009	0000021023 Newman - Harrison, Susan Lydia	P	434.60
616464	3/4/2009	0000001711 Office Depot	P	766.78
616465	3/4/2009	0000002772 OfficeMax	P	64.64
616466	3/4/2009	0000016887 Office Works	P	213.82
616467	3/4/2009	0000011673 Ontario Police Department	P	844.32
616468	3/4/2009	0000021188 OnTrac	P	67.00
616469	3/4/2009	0000005341 Oriental Trading Company, Inc.	P	163.39
616470	3/4/2009	0000012163 Orkin Pest Control	P	75.00
616471	3/4/2009	0000010156 Outback	P	1,360.00
616472	3/4/2009	0000008001 Page Manufacturing, Inc.	P	705.43



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Check No.	Date	Vendor	Payment Status	Payment Amount
616473	3/4/2009	0000001789 Parkhouse Tire, Inc.	P	143.49
616474	3/4/2009	0000001800 Paulson Paint	P	3,977.37
616475	3/4/2009	0000022232 Perma-Bound	P	2,063.51
616476	3/4/2009	0000002904 Pitney Bowes, Inc.	P	255.37
616477	3/4/2009	0000010517 Pol-Air Inc.	P	386.00
616478	3/4/2009	0000010664 The Printer Works	P	169.73
616479	3/4/2009	0000016244 PTL Electric, Inc.	P	10,560.00
616480	3/4/2009	0000005800 Pump Check	P	1,800.00
616481	3/4/2009	0000021344 Pumping Solutions	P	790.70
616482	3/4/2009	0000014577 PureRite Drinking Water	P	35.50
616483	3/4/2009	0000005711 Quiel Bros.	P	2,057.00
616484	3/4/2009	0000004348 Quill Corporation	P	298.01
616485	3/4/2009	0000001930 Rancho Motor Company	P	159.73
616486	3/4/2009	0000004116 RBF Consulting	P	402,263.81
616487	3/4/2009	0000017042 Recorded Books, LLC	P	983.98
616488	3/4/2009	0000011671 City of Redlands Police Dept.	P	10,688.00
616489	3/4/2009	0000011672 City of Rialto Police Dept.	P	2,189.35
616490	3/4/2009	0000002746 Roto-Rooter Plumbers	P	3,400.00
616491	3/4/2009	0000017604 Safelite Fulfillment, Inc	P	154.88
616492	3/4/2009	0000015456 Safetyline	P	29.79
616493	3/4/2009	0000002037 San Bernardino County	P	1,410,466.00
616494	3/4/2009	0000002037 San Bernardino County	P	68,017.87
616495	3/4/2009	0000007912 SBC Sheriff's Court Serv.	P	317.48
616496	3/4/2009	0000002071 San Bernardino Co Solid Waste	P	629.13
616497	3/4/2009	0000002111 Service Rock Products	P	1,770.43
616498	3/4/2009	0000022447 Skyhawk Technologies, LLC	P	25.93
616499	3/4/2009	0000002155 Smart & Final	P	418.81
616500	3/4/2009	0000002168 Smog Center	P	53.75
616501	3/4/2009	0000002188 Southern California Edison	P	1,177.03
616502	3/4/2009	0000014499 Southern California Fleet Services	P	587.48
616503	3/4/2009	0000020904 Spanky's Portable Services, Inc.	P	203.01
616504	3/4/2009	0000022709 Specialized Transportation, Inc.	P	917.49
616505	3/4/2009	0000002228 Standard Insurance Co.	P	5,363.58
616506	3/4/2009	0000002227 Staples Credit Plan	P	458.58
616507	3/4/2009	0000016245 State Disbursement Unit	P	2.00
616508	3/4/2009	0000002238 Stater Bros. Markets	P	128.46
616509	3/4/2009	0000007039 Stoodly Industrial & Welding Supply, Inc.	P	56.79
616510	3/4/2009	0000002252 Stover Seed Company	P	501.04
616511	3/4/2009	0000022567 Strodes, Leslie	P	120.00
616512	3/4/2009	0000002269 Sunland Ford	P	4,222.92
616513	3/4/2009	0000019723 Superior Lamp Inc.	P	1,251.11
616514	3/4/2009	0000019350 Support Payment Clearinghouse	P	853.85
616515	3/4/2009	0000002204 Southwest Gas Corporation	P	28,524.02
616516	3/4/2009	0000002322 Tempo	P	5,662.35
616517	3/4/2009	0000002346 Titleist	P	1,181.70
616518	3/4/2009	0000018217 Touch 2	P	7,160.80
616519	3/4/2009	0000017269 Town & Country Tire	P	15.00
616520	3/4/2009	0000002372 Transwest Ford Truck Sales	P	383.97
616521	3/4/2009	0000020308 City of Tustin	P	275.00
616522	3/4/2009	0000014613 UniFirst Corporation	P	83.64
616523	3/4/2009	0000002426 United Parcel Service	P	85.71
616524	3/4/2009	0000003089 United Rentals, Inc.	P	243.30
616525	3/4/2009	0000014536 United Site Services of CA, Inc.	P	565.53



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<u>Check No.</u>	<u>Date</u>	<u>Vendor</u>	<u>Payment Status</u>	<u>Payment Amount</u>
616526	3/4/2009	0000002430 United Way Desert Communities	P	25.00
616527	3/4/2009	0000011681 Upland Police Department	P	1,416.24
616528	3/4/2009	0000016889 UPS Freight	P	69.00
616529	3/4/2009	0000002403 URS Corporation	P	10,316.33
616530	3/4/2009	0000002401 USA Bluebook	P	949.53
616531	3/4/2009	0000011776 USAirconditioning	P	93.46
616532	3/4/2009	0000017992 Valley-Hi Honda	P	52.83
616533	3/4/2009	0000002462 Valley Sporting Goods	P	150.00
616534	3/4/2009	0000005697 Verizon	P	94.73
616535	3/4/2009	0000010761 Verizon Internet Solutions	P	79.95
616536	3/4/2009	0000015079 Verizon Wireless	P	386.47
616537	3/4/2009	0000002475 Victor Elementary School District	P	9,373.31
616538	3/4/2009	0000022642 Vuelas, Felix	P	1,085.40
616539	3/4/2009	0000008430 Vulcan Materials Company	P	936.99
616540	3/4/2009	0000002511 Victorville Motors	P	394.58
616541	3/4/2009	0000002498 Victor Valley Wastewater Reclamation	P	270,304.95
616542	3/4/2009	0000002533 Wal-Mart Store #01-1588	P	47.04
616543	3/4/2009	0000017164 Walters Power International, LLC	P	53,899.08
616544	3/4/2009	0000011361 Walters Wholesale Electric Co.	P	186.85
616545	3/4/2009	0000002554 Waxie Sanitary Supply	P	525.10
616546	3/4/2009	0000018976 Williams, Kay	P	94.50
616547	3/4/2009	0000002612 Winship Stake & Lath, Inc.	P	613.10
616548	3/4/2009	0000002632 Xerox Corporation	P	220.25
616549	3/4/2009	0000022745 Yazzie-Moore, Rhonda	P	55.00
616550	3/4/2009	0000002648 ZEP Manufacturing	P	280.79
616551	3/4/2009	0000002651 Zumar Industries, Inc.	P	252.78
616552	3/4/2009	0000015445 Abuan, Anna L.	P	336.00
616553	3/4/2009	0000022751 Alderete, Rosabel	P	112.02
616554	3/4/2009	0000012751 Atkins, Lela	P	296.00
616555	3/4/2009	0000015805 Bennett-Jackson, Bonita	P	392.00
616556	3/4/2009	0000021124 Bobrow, William	P	189.00
616557	3/4/2009	0000017730 BP Energy Company	P	389,602.15
616558	3/4/2009	0000011179 Jason Bullard Officiating	P	45.00
616559	3/4/2009	0000022465 California Title Company	P	253.00
616560	3/4/2009	0000022753 Kok Hong Chan, MD, Trustee of the	P	11,000.00
616561	3/4/2009	0000020413 Cheney, John	P	126.00
616562	3/4/2009	0000000556 Chicago Title Co.	P	32.22
616563	3/4/2009	0000018451 Cobia Capital, LLC	P	11,322.25
616564	3/4/2009	0000003647 Coy, Michael D.	P	71.29
616565	3/4/2009	0000017649 Davis, Sandra W.	P	84.00
616566	3/4/2009	0000022626 Desert Flooring	P	2,336.34
616567	3/4/2009	0000012035 Steve Dunigan Officiating	P	240.00
616568	3/4/2009	0000000946 First American Title Co.	P	69.38
616569	3/4/2009	0000000946 First American Title Co.	P	5.00
616570	3/4/2009	0000015258 Fitzgerald-Gutierrez, Jennifer M.	P	330.75
616571	3/4/2009	0000021855 Fitzpatrick, John	P	100.00
616572	3/4/2009	0000022754 Glenn, Joe/Loretta	P	169.98
616573	3/4/2009	0000012566 Guerra Fencing Studio	P	819.00
616574	3/4/2009	0000021804 D. Hamilton Quilting School	P	56.00
616575	3/4/2009	0000001115 Hand of Wisdom	P	91.00
616576	3/4/2009	0000011787 Hanna, Collette	P	11.00
616577	3/4/2009	0000013282 High Desert Employer Advisory Council	P	60.00
616578	3/4/2009	0000017458 High Desert Party Rentals, LLC	P	1,000.00



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616579	3/4/2009	0000017458 High Desert Party Rentals, LLC	P	642.58
616580	3/4/2009	0000020443 Helton, Shelley Ann	P	5,937.75
616581	3/4/2009	0000016852 Hernandez, Abraham	P	54.51
616582	3/4/2009	0000022175 Holland, Kyle	P	110.25
616583	3/4/2009	0000022317 Holtkamp, Mary K.	P	160.00
616584	3/4/2009	0000022710 The HSUS Animal Care Expo 2009	P	75.00
616585	3/4/2009	0000013828 Jauss, George	P	504.00
616586	3/4/2009	0000022657 Johnson, Shea	P	210.00
616587	3/4/2009	0000022657 Johnson, Shea	P	120.00
616588	3/4/2009	0000017763 Johnson, Tanisha	P	147.00
616589	3/4/2009	0000001377 Kempton Company	P	1,257.88
616590	3/4/2009	0000014941 LSI Title	P	113.25
616591	3/4/2009	0000014941 LSI Title	P	39.50
616592	3/4/2009	0000014941 LSI Title	P	35.00
616593	3/4/2009	0000022287 Luna, Breana	P	672.00
616594	3/4/2009	0000007650 Maaco	P	5,645.97
616595	3/4/2009	0000015310 McBride, Susan L.	P	96.00
616596	3/4/2009	0000012612 Montes, Josh	P	44.51
616597	3/4/2009	0000002992 Public Entity Risk Management Authority	P	25,019.42
616598	3/4/2009	0000011023 RK Gott's Tumbling	P	1,155.53
616599	3/4/2009	0000022758 RR Victorville, LLC	P	840.00
616600	3/4/2009	0000015294 Salido, Erica	P	589.44
616601	3/4/2009	0000014515 Sauve, Jamie	P	824.25
616602	3/4/2009	0000002037 San Bernardino County	P	75.00
616603	3/4/2009	0000002037 San Bernardino County	P	50.00
616604	3/4/2009	0000002037 San Bernardino County	P	936.00
616605	3/4/2009	0000002037 San Bernardino County	P	72.00
616606	3/4/2009	0000002037 San Bernardino County	P	81.00
616607	3/4/2009	0000002037 San Bernardino County	P	99.00
616608	3/4/2009	0000017661 Schardijn, Lisa	P	434.00
616609	3/4/2009	0000014902 Seishin Shotokan Karate, Inc.	P	1,022.00
616610	3/4/2009	0000022757 Sempra Energy Solutions, LLC	P	36,040.87
616611	3/4/2009	0000010797 Southland Title	P	138.42
616612	3/4/2009	0000002236 State Water Resources Control Board	P	404.00
616613	3/4/2009	0000022750 Steeno Design Studio, Inc.	P	355.75
616614	3/4/2009	0000003077 Stirling Airports International, LLC	P	26,305.00
616615	3/4/2009	0000003077 Stirling Airports International, LLC	P	34,199.00
616616	3/4/2009	0000020311 Syder, Brandon	P	400.00
616617	3/4/2009	0000021808 Taylor, Shari	P	248.50
616618	3/4/2009	0000022746 Tompkins, Traci	P	105.00
616619	3/4/2009	0000018943 Villarreal, Arnold	P	90.00
616620	3/4/2009	0000006411 City of Victorville	P	127.14
616621	3/4/2009	0000006411 City of Victorville	P	5,728.07
616622	3/4/2009	0000006411 City of Victorville	P	3,611.00
616623	3/4/2009	0000000198 City of Victorville, Cash	P	36.60
616624	3/4/2009	0000000198 City of Victorville, Cash	P	198.99
616625	3/4/2009	0000022167 Wenk, Timothy	P	4,992.00
616626	3/4/2009	0000002818 Craig Willhite's Instruction	P	378.00



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			Check Total:	<u>3,901,986.34</u>



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615760	2/11/2009	0000009898 CWEA	V	-199.00
616269	2/25/2009	0000022715 CRWA	V	-350.00
616627	3/5/2009	0000022763 Culp Construction Co.	P	1,500.00
616628	3/5/2009	0000022766 DNL Development	P	1,199.42
616629	3/5/2009	0000022768 Fabela, Veronica	P	120.00
616630	3/5/2009	0000022764 Frontier Homes	P	504.75
616631	3/5/2009	0000022760 Hinton, Heather	P	120.00
616632	3/5/2009	0000022762 Howard Roberts Development	P	182.00
616633	3/5/2009	0000022765 Howard Roberts Development	.P	1,500.00
616634	3/5/2009	0000022767 JB Specialty Contractors	P	1,485.30
616635	3/5/2009	0000022761 Moran, Susana	P	120.00
Check Total:				6,182.47



AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: Christopher Stathis
Director of Information Services

DATE: February 25, 2009

SUBJECT: PAYROLL WARRANT LIST

RECOMMENDATION: That the Honorable City Council approve Payroll Demand Schedule No. 8A for Payroll Period January 24, 2009 through February 6, 2009, in the amount of \$1,384,331.70 covering Warrant Nos. 24641 through 24681 and Advice Nos. 143223 through 143811 inclusive.

FISCAL IMPACT: Payroll gross total amount
\$1,384,331.70

Budget Amount: \$1,384,331.70

Budget Account No.: Various

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

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

_____ No
_____ Yes/Amount:

Finance Director Review and
Approval _____


DIRECTOR OF INFORMATION SERVICES

CS/cdm

Attachment - Payroll Warrant List



City of Victorville

2/25/2009

City Council Payroll Report
Payroll Period Ending: February 6, 2009

<u>Employee Number</u>	<u>Check #</u>	<u>Total Gross</u>	<u>Check Date</u>
1417	143567	1894.69	2/13/2009
2396	143709	904.68	2/13/2009
1515	24649	2213.22	2/13/2009
2505	143427	1944.07	2/13/2009
2501	143378	2147.62	2/13/2009
1871	24643	1894.69	2/13/2009
2550	143710	849.92	2/13/2009
2749	143711	849.92	2/13/2009
2052	143712	435.84	2/13/2009
2748	143704	849.92	2/13/2009
1970	143379	2260.91	2/13/2009
2659	143257	2016.54	2/13/2009
2744	143713	564.40	2/13/2009
1097	143380	2239.92	2/13/2009
1169	143317	1894.69	2/13/2009
2687	143714	849.92	2/13/2009
2535	143715	849.92	2/13/2009
1353	143318	2286.63	2/13/2009
1024	143335	3036.08	2/13/2009
1005	143230	2127.24	2/13/2009
2402	143716	81.72	2/13/2009
2537	24659	849.92	2/13/2009
2432	143717	796.80	2/13/2009
1007	143428	3887.62	2/13/2009
2473	143649	1519.42	2/13/2009
1063	143231	1894.69	2/13/2009
2669	143515	2604.08	2/13/2009
2636	143516	3395.62	2/13/2009
2622	143517	3036.08	2/13/2009
1746	143568	2391.27	2/13/2009
1258	143718	849.92	2/13/2009
2623	143518	1781.15	2/13/2009
2506	143681	465.45	2/13/2009
2354	143319	2124.48	2/13/2009
1853	143650	3037.46	2/13/2009
1025	143569	2638.58	2/13/2009
1520	143381	3087.17	2/13/2009
2343	143719	956.16	2/13/2009
1026	143570	29833.90	2/13/2009
1949	143309	3174.54	2/13/2009
2043	143320	3002.63	2/13/2009
2405	24661	407.26	2/13/2009
1061	143232	5520.85	2/13/2009
2699	143689	849.92	2/13/2009
2637	143519	3577.66	2/13/2009
1099	143429	3036.08	2/13/2009
1457	143634	2447.12	2/13/2009
2570	143720	780.20	2/13/2009
2624	143233	2568.71	2/13/2009

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2538	143705	1117.66	2/13/2009
2722	143430	5129.08	2/13/2009
2638	143520	2504.81	2/13/2009
2384	143692	849.92	2/13/2009
1078	143382	2948.35	2/13/2009
2606	143258	2131.27	2/13/2009
2698	24662	849.92	2/13/2009
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1101	143432	2335.82	2/13/2009
1966	143572	1894.69	2/13/2009
2157	143573	1777.88	2/13/2009
1849	143336	4259.62	2/13/2009
2670	143521	4986.08	2/13/2009
2583	143721	796.80	2/13/2009
2092	143337	2905.00	2/13/2009
1699	143722	451.52	2/13/2009
1497	143433	2594.33	2/13/2009
2660	143234	1804.83	2/13/2009
2591	143522	1894.69	2/13/2009
1261	24663	849.92	2/13/2009
1697	143290	3442.68	2/13/2009
2192	143434	1944.07	2/13/2009
1451	143259	2131.88	2/13/2009
2416	143723	696.29	2/13/2009
2540	143383	2358.56	2/13/2009
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1644	143338	2905.00	2/13/2009
1104	143384	2240.38	2/13/2009
2796	143706	849.92	2/13/2009
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1748	143261	2905.00	2/13/2009
2377	143574	1745.15	2/13/2009
2655	143262	2240.38	2/13/2009
1426	143724	849.92	2/13/2009
1225	143291	3174.54	2/13/2009
2217	24647	2905.00	2/13/2009
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2607	143263	2016.54	2/13/2009
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2476	143504	2591.78	2/13/2009
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2648	143386	3215.22	2/13/2009
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2779	143726	292.16	2/13/2009
1576	143292	3174.54	2/13/2009
1620	143727	890.32	2/13/2009
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2656	24652	1781.15	2/13/2009
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1032	143576	1990.65	2/13/2009
2661	143235	2007.57	2/13/2009
1105	143436	3182.14	2/13/2009
2254	143340	2661.31	2/13/2009

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1962	143651	2548.23	2/13/2009
1033	143577	2147.15	2/13/2009
2530	143437	1737.73	2/13/2009
2204	143652	1777.87	2/13/2009
2782	24665	458.16	2/13/2009
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2592	143523	1974.54	2/13/2009
2662	143524	2603.62	2/13/2009
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1767	143637	2337.77	2/13/2009
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2126	143729	956.16	2/13/2009
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2671	143526	2230.43	2/13/2009
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1080	143387	3887.62	2/13/2009
1750	143441	2455.99	2/13/2009
2228	143442	2618.43	2/13/2009
2770	24660	849.92	2/13/2009
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2793	143731	804.16	2/13/2009
2639	143266	2603.90	2/13/2009
2440	143505	2672.49	2/13/2009
2115	143506	3037.46	2/13/2009
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2640	143293	2493.31	2/13/2009
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1271	24667	637.44	2/13/2009
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2347	143388	2288.38	2/13/2009
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1272	143581	2284.19	2/13/2009

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1037	143654	2008.25	2/13/2009
2040	143680	778.43	2/13/2009
2527	143346	2661.31	2/13/2009
2444	143347	2661.31	2/13/2009
2063	24668	404.06	2/13/2009
1453	143269	2661.31	2/13/2009
2160	143735	784.64	2/13/2009
1249	143447	2293.45	2/13/2009
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2694	143738	796.80	2/13/2009
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2355	143348	1974.54	2/13/2009
2626	143528	2193.31	2/13/2009
2785	24669	544.48	2/13/2009
2026	143238	1738.19	2/13/2009
2734	143582	2576.50	2/13/2009
2236	143349	1745.15	2/13/2009
2125	143508	2170.74	2/13/2009
2259	143389	3994.13	2/13/2009
1971	143655	2311.36	2/13/2009
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2312	143391	1944.07	2/13/2009
2762	24670	449.46	2/13/2009
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2668	143392	2880.96	2/13/2009
1841	24650	2016.54	2/13/2009
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2772	143741	644.08	2/13/2009
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2163	143449	2239.92	2/13/2009
2391	143638	2337.77	2/13/2009
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2582	143743	849.92	2/13/2009
2794	24671	849.92	2/13/2009
2544	143394	1519.42	2/13/2009
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1119	143453	2607.91	2/13/2009
1038	143587	6088.38	2/13/2009
1082	143395	2147.15	2/13/2009

2737	24657	849.92	2/13/2009
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1706	143639	4037.96	2/13/2009
1901	143396	4794.46	2/13/2009
1698	143454	2547.77	2/13/2009
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2627	143239	1745.15	2/13/2009
2366	143240	1855.92	2/13/2009
1121	143455	2446.19	2/13/2009
2679	143456	1781.15	2/13/2009
2689	143744	956.16	2/13/2009
1664	143745	84.08	2/13/2009
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2799	143695	956.16	2/13/2009
2641	143397	2337.77	2/13/2009
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2278	143398	3175.46	2/13/2009
2443	143351	1588.65	2/13/2009
2324	143509	2499.32	2/13/2009
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2039	143590	1675.93	2/13/2009
2704	143591	3520.62	2/13/2009
2612	143530	2240.85	2/13/2009
2297	143746	840.80	2/13/2009
2031	143297	3446.31	2/13/2009
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2642	143531	1974.54	2/13/2009
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1610	143748	498.00	2/13/2009
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1957	143313	2288.38	2/13/2009
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2674	143534	2232.04	2/13/2009
2800	143750	516.96	2/13/2009
2336	143298	2905.46	2/13/2009
1277	143751	481.40	2/13/2009
2536	143752	836.64	2/13/2009
2739	143677	849.92	2/13/2009
1760	143461	2202.24	2/13/2009
1952	143641	2058.54	2/13/2009
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2771	143753	649.22	2/13/2009
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2572	24672	672.64	2/13/2009
1777	143683	214.80	2/13/2009

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1975	143754	139.44	2/13/2009
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1758	143594	3036.07	2/13/2009
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2723	143462	6088.38	2/13/2009
1866	143755	2110.38	2/13/2009
2680	143535	2715.54	2/13/2009
2225	143354	2905.00	2/13/2009
1990	143658	2507.85	2/13/2009
1040	143595	2016.54	2/13/2009
1126	143463	3036.08	2/13/2009
1230	143756	146.08	2/13/2009
1127	143464	4037.96	2/13/2009
2450	143355	2779.92	2/13/2009
2340	143465	1967.69	2/13/2009
2533	143757	823.36	2/13/2009
2258	143314	3475.88	2/13/2009
2328	143684	1288.80	2/13/2009
1128	143466	3036.08	2/13/2009
2019	143272	1859.58	2/13/2009
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2628	143536	2271.65	2/13/2009
2595	143537	1777.88	2/13/2009
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1518	143243	3887.62	2/13/2009
1544	143244	2603.62	2/13/2009
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2098	143468	1894.69	2/13/2009
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2554	143541	5888.38	2/13/2009
2246	143273	2063.38	2/13/2009
2264	143598	1818.08	2/13/2009
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1188	24644	4563.31	2/13/2009
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2321	143599	1781.15	2/13/2009
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2596	143542	2824.86	2/13/2009
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2314	24674	730.40	2/13/2009
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2743	143760	796.80	2/13/2009
2266	143761	496.60	2/13/2009
2681	143406	2742.26	2/13/2009
2376	143407	3175.46	2/13/2009
2233	143299	2240.38	2/13/2009
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2119	143472	1745.15	2/13/2009
2195	143473	2299.92	2/13/2009
1953	143474	2240.38	2/13/2009
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1979	143762	438.24	2/13/2009
1510	143600	2147.15	2/13/2009
2406	143763	540.26	2/13/2009
2597	143544	1934.38	2/13/2009
2644	143545	2132.35	2/13/2009
1643	143601	2879.58	2/13/2009
1282	143602	2016.54	2/13/2009
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2387	143764	823.36	2/13/2009
1449	143476	2676.81	2/13/2009
2545	143660	3239.12	2/13/2009
2006	143643	2548.23	2/13/2009
2379	143603	2193.31	2/13/2009
2676	143246	3221.84	2/13/2009
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2247	143765	849.92	2/13/2009
1134	143477	2239.92	2/13/2009
2682	143247	2018.83	2/13/2009
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2677	143357	4055.62	2/13/2009
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1135	143479	2547.77	2/13/2009
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1377	143662	2337.77	2/13/2009
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2478	143774	948.87	2/13/2009
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2240	143362	2903.27	2/13/2009
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2375	24656	1818.08	2/13/2009
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1073	143665	3887.62	2/13/2009
2616	143551	3095.15	2/13/2009
1776	143413	3320.38	2/13/2009
1254	143490	2401.90	2/13/2009
2498	143281	2337.77	2/13/2009
2485	143776	1038.08	2/13/2009
2502	143777	849.92	2/13/2009
2646	143552	2388.54	2/13/2009
2361	143251	1855.92	2/13/2009
2760	143690	478.08	2/13/2009
1045	143414	2719.92	2/13/2009
2647	143553	2691.95	2/13/2009
2368	143491	2070.22	2/13/2009
2786	143778	315.40	2/13/2009
2178	143303	2603.62	2/13/2009
1815	143779	417.68	2/13/2009
2600	143554	1894.69	2/13/2009
1838	143780	849.92	2/13/2009
2690	143781	849.92	2/13/2009
1001	143315	6288.38	2/13/2009
2711	143782	876.48	2/13/2009
2666	143415	2635.90	2/13/2009
1873	143783	956.16	2/13/2009
2601	143555	2947.13	2/13/2009
1762	143666	3457.64	2/13/2009
2514	143492	1818.04	2/13/2009
2585	143784	458.16	2/13/2009
1629	143225	5564.08	2/13/2009
2008	143612	2147.15	2/13/2009
1742	143364	2779.92	2/13/2009
2341	143304	3072.26	2/13/2009
2524	143556	1974.54	2/13/2009
2128	143365	1661.58	2/13/2009
2686	143557	1974.54	2/13/2009
2009	143613	1818.08	2/13/2009
1091	143228	25641.86	2/13/2009
2114	143366	3247.00	2/13/2009
1950	143229	6088.38	2/13/2009
2096	143614	1745.15	2/13/2009
1338	143416	2779.92	2/13/2009
2684	143558	1990.65	2/13/2009
2099	143615	1745.15	2/13/2009
1145	143493	3395.62	2/13/2009
2761	24678	381.36	2/13/2009
2313	24679	743.68	2/13/2009
2229	143367	1675.92	2/13/2009
1751	143282	3800.38	2/13/2009
2434	143785	849.92	2/13/2009
1146	143417	2288.63	2/13/2009
2558	143786	530.76	2/13/2009
2619	143283	2240.38	2/13/2009
1147	143418	2590.33	2/13/2009
1626	143616	4012.62	2/13/2009
1048	143617	3887.62	2/13/2009
2603	143252	1979.14	2/13/2009
2491	143284	2391.27	2/13/2009

1342	24648	2905.00	2/13/2009
2569	143686	550.35	2/13/2009
1049	143618	2492.32	2/13/2009
2235	143285	2193.31	2/13/2009
2193	143559	2009.62	2/13/2009
2465	143667	2424.39	2/13/2009
2703	143368	2240.38	2/13/2009
1964	143494	3175.46	2/13/2009
1452	143305	4288.15	2/13/2009
2620	143286	2375.77	2/13/2009
2117	143369	1574.44	2/13/2009
1938	143787	178.67	2/13/2009
2300	143287	2193.31	2/13/2009
2374	143420	3175.46	2/13/2009
2730	143788	903.04	2/13/2009
2459	143421	1699.42	2/13/2009
2790	143789	305.44	2/13/2009
1843	143687	187.95	2/13/2009
1931	143560	2574.58	2/13/2009
2249	143370	2661.31	2/13/2009
1904	143495	2547.77	2/13/2009
2027	143668	2164.76	2/13/2009
2352	143331	1880.83	2/13/2009
1859	143669	6088.38	2/13/2009
1959	143619	2193.31	2/13/2009
1862	143688	143.20	2/13/2009
2038	24654	1894.69	2/13/2009
1152	143496	5004.08	2/13/2009
1051	143620	2442.12	2/13/2009
2584	143790	504.64	2/13/2009
1022	143288	2547.77	2/13/2009
1000	143306	6088.38	2/13/2009
1745	143253	1818.08	2/13/2009
2649	143422	3215.22	2/13/2009
2621	143254	2905.00	2/13/2009
1747	143497	2391.27	2/13/2009
1852	143332	2905.00	2/13/2009
2769	143791	159.36	2/13/2009
2651	143561	2883.96	2/13/2009
2652	143562	2240.38	2/13/2009
1851	143371	3395.62	2/13/2009
2712	143289	6088.38	2/13/2009
2589	143670	1855.92	2/13/2009
1893	143498	1860.04	2/13/2009
1155	143671	2388.54	2/13/2009
2731	143646	1666.34	2/13/2009
1627	143372	4137.15	2/13/2009
2202	143423	2548.92	2/13/2009
2197	143621	2288.38	2/13/2009
1707	143307	2547.77	2/13/2009
2718	143792	849.92	2/13/2009
2635	143424	2719.92	2/13/2009
2283	143793	239.04	2/13/2009
2074	143499	1745.15	2/13/2009
2032	143308	3571.31	2/13/2009
2395	143647	2440.23	2/13/2009
2458	143794	783.52	2/13/2009

1053	143622	2038.29	2/13/2009
1648	143623	2016.54	2/13/2009
2257	143698	849.92	2/13/2009
2330	143624	2067.13	2/13/2009
2490	143795	856.56	2/13/2009
2525	143699	849.92	2/13/2009
2701	24655	3558.96	2/13/2009
2446	143373	1588.65	2/13/2009
2773	143796	468.12	2/13/2009
1822	143500	1974.54	2/13/2009
2042	143316	4459.46	2/13/2009
1792	143797	109.56	2/13/2009
2685	143255	1065.54	2/13/2009
1581	143501	2388.54	2/13/2009
2798	143700	849.92	2/13/2009
2529	143625	1745.15	2/13/2009
2795	143691	478.08	2/13/2009
2801	143798	514.60	2/13/2009
2267	143799	849.92	2/13/2009
1932	143626	1661.58	2/13/2009
2460	143701	849.92	2/13/2009
2339	143627	1745.15	2/13/2009
2344	143808	1340.14	2/13/2009
2678	143563	2916.97	2/13/2009
2615	143628	2016.08	2/13/2009
1412	143800	637.44	2/13/2009
2467	143374	2661.31	2/13/2009
2359	143801	624.16	2/13/2009
1330	143333	2037.33	2/13/2009
1056	143629	2547.77	2/13/2009
2700	143678	1037.44	2/13/2009
2534	143802	823.36	2/13/2009
1057	143630	2016.54	2/13/2009
2211	143375	3105.77	2/13/2009
2047	143376	6088.38	2/13/2009
2138	143672	3036.08	2/13/2009
2210	143513	4310.91	2/13/2009
2153	143803	84.08	2/13/2009
1343	143425	2748.50	2/13/2009
1058	143631	2016.54	2/13/2009
2091	143377	2905.00	2/13/2009
2732	143702	849.92	2/13/2009
1977	143804	146.08	2/13/2009
2191	143632	1818.08	2/13/2009
2605	143564	1894.69	2/13/2009
1094	143673	4162.23	2/13/2009
1545	143256	2779.92	2/13/2009
2481	143805	1297.28	2/13/2009
2604	143565	2205.31	2/13/2009
1729	143502	1990.65	2/13/2009
2515	143226	1986.08	2/13/2009
2203	143633	4012.62	2/13/2009
2789	143806	177.06	2/13/2009
2736	143679	849.92	2/13/2009
1304	143807	136.12	2/13/2009
2552	143703	730.40	2/13/2009
1503	143426	2493.31	2/13/2009

2260	143514	2735.73	2/13/2009
2653	143566	3520.10	2/13/2009
1205	143334	3316.19	2/13/2009
1379	24680	1668.82	2/13/2009
1450	143809	1355.82	2/13/2009
1381	143810	1568.82	2/13/2009
1757	143811	1668.82	2/13/2009
1383	24681	1668.82	2/13/2009
		1,384,331.70	

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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: Christopher Stathis
Director of Information Services

DATE: February 26, 2009

SUBJECT: PAYROLL WARRANT LIST

RECOMMENDATION: That the Honorable City Council approve Payroll Demand Schedule No. 8B for Payroll Period February 7, 2009 through February 20, 2009, in the amount of \$1,472,332.84 covering Warrant Nos. 24682 through 24720 and Advice Nos. 143812 through 144395 inclusive.

FISCAL IMPACT: Payroll gross total amount
\$1,472,332.84

Budget Amount: \$1,472,332.84

Budget Account No.: Various

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

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

_____ No
_____ Yes/Amount:

Finance Director Review and
Approval _____


DIRECTOR OF INFORMATION SERVICES

CS/cdm

Attachment - Payroll Warrant List



City of Victorville

2/26/2009

City Council Payroll Report
Payroll Period Ending: February 20, 2009

<u>Employee Number</u>	<u>Check #</u>	<u>Total Gross</u>	<u>Check Date</u>
1417	144155	1894.69	2/27/2009
2396	144296	739.54	2/27/2009
1515	24689	1894.69	2/27/2009
2505	144015	1944.07	2/27/2009
2501	143966	2147.62	2/27/2009
1871	24683	1894.69	2/27/2009
2550	144297	849.92	2/27/2009
2749	144298	637.44	2/27/2009
2052	144299	435.84	2/27/2009
2748	144291	783.52	2/27/2009
1970	143967	2058.24	2/27/2009
2659	143845	2016.54	2/27/2009
2744	144300	697.20	2/27/2009
1097	143968	2387.12	2/27/2009
1169	143905	1894.69	2/27/2009
2687	144301	849.92	2/27/2009
2535	144302	743.68	2/27/2009
1353	143906	2847.55	2/27/2009
1024	143923	3086.07	2/27/2009
1005	143819	2102.38	2/27/2009
2402	144303	81.72	2/27/2009
2537	24700	836.64	2/27/2009
2432	144304	796.80	2/27/2009
1007	144016	3937.62	2/27/2009
2473	144236	1573.01	2/27/2009
1063	143820	1894.69	2/27/2009
2669	144103	3521.18	2/27/2009
2636	144104	3495.62	2/27/2009
2622	144105	3111.07	2/27/2009
1746	144156	2391.27	2/27/2009
1258	144305	849.92	2/27/2009
2623	144106	1781.15	2/27/2009
2506	144268	358.04	2/27/2009
2354	143907	2320.90	2/27/2009
1853	144237	3037.46	2/27/2009
1025	144157	2663.58	2/27/2009
1520	143969	2665.58	2/27/2009
2343	144306	849.92	2/27/2009
1949	143897	3174.54	2/27/2009
2043	143908	2879.93	2/27/2009
2405	24702	257.50	2/27/2009
1061	143821	5120.85	2/27/2009
2699	144276	849.92	2/27/2009
2637	144107	3642.05	2/27/2009
1099	144017	3464.27	2/27/2009
1457	144221	2447.12	2/27/2009
2570	144307	720.44	2/27/2009
2624	143822	2482.22	2/27/2009
1027	144158	2041.54	2/27/2009

2538	144292	1030.34	2/27/2009
2722	144018	5229.07	2/27/2009
2638	144108	2710.27	2/27/2009
2384	144279	743.68	2/27/2009
1078	143970	2948.35	2/27/2009
2606	143846	2058.54	2/27/2009
2698	24703	796.80	2/27/2009
1727	144019	2016.54	2/27/2009
1101	144020	2385.81	2/27/2009
1966	144159	1919.69	2/27/2009
2157	144160	1777.89	2/27/2009
1849	143924	4584.62	2/27/2009
2670	144109	5036.07	2/27/2009
2583	144308	796.80	2/27/2009
2092	143925	2955.00	2/27/2009
1699	144309	405.04	2/27/2009
1497	144021	2547.77	2/27/2009
2660	143823	1799.85	2/27/2009
2591	144110	1894.69	2/27/2009
1261	24704	849.92	2/27/2009
1697	143878	3409.29	2/27/2009
2192	144022	1944.07	2/27/2009
1451	143847	2131.88	2/27/2009
2416	144310	725.19	2/27/2009
2540	143971	2611.50	2/27/2009
1973	143848	3878.06	2/27/2009
1644	143926	2955.00	2/27/2009
1104	143972	2240.38	2/27/2009
2796	144293	849.92	2/27/2009
2050	144222	2263.57	2/27/2009
1748	143849	2905.00	2/27/2009
2377	144161	1745.15	2/27/2009
2655	143850	2240.38	2/27/2009
1426	144311	849.92	2/27/2009
1225	143879	3224.54	2/27/2009
2217	24687	2980.00	2/27/2009
2764	24705	658.30	2/27/2009
1068	144091	3731.12	2/27/2009
2607	143851	2016.54	2/27/2009
2523	144223	1974.53	2/27/2009
2476	144092	2933.27	2/27/2009
2034	144312	796.80	2/27/2009
1030	144162	2413.54	2/27/2009
1079	143973	3320.38	2/27/2009
2648	143974	3200.46	2/27/2009
1898	144023	2147.15	2/27/2009
2779	144313	332.00	2/27/2009
1576	143880	3313.84	2/27/2009
1620	144314	861.60	2/27/2009
2499	143927	2711.31	2/27/2009
2656	24692	1781.15	2/27/2009
1437	144280	1086.56	2/27/2009
1032	144163	2265.69	2/27/2009
2661	143824	1962.53	2/27/2009
1105	144024	3144.31	2/27/2009
2254	143928	2661.31	2/27/2009
2082	143852	1777.43	2/27/2009

1962	144238	2623.23	2/27/2009
1033	144164	2147.15	2/27/2009
2530	144025	1737.73	2/27/2009
2204	144239	1816.63	2/27/2009
2782	24706	564.40	2/27/2009
2323	143929	2905.00	2/27/2009
2735	24698	358.04	2/27/2009
2592	144111	2136.07	2/27/2009
2662	144112	2653.62	2/27/2009
2705	24685	3887.62	2/27/2009
1392	144240	4506.81	2/27/2009
2205	144165	3086.07	2/27/2009
1850	143931	3896.12	2/27/2009
1767	144224	2337.77	2/27/2009
1447	143909	2955.00	2/27/2009
1108	144026	3297.00	2/27/2009
2488	144315	849.92	2/27/2009
2126	144316	836.64	2/27/2009
2231	143898	2026.00	2/27/2009
2556	144166	4558.38	2/27/2009
1109	144027	2239.93	2/27/2009
2665	143853	3221.51	2/27/2009
1172	143910	3359.92	2/27/2009
2672	144113	2102.38	2/27/2009
2671	144114	2197.62	2/27/2009
2741	144317	784.64	2/27/2009
1110	144028	2239.93	2/27/2009
1080	143975	3912.62	2/27/2009
1750	144029	2083.43	2/27/2009
2228	144030	2147.15	2/27/2009
2770	24701	836.64	2/27/2009
2657	143825	1811.74	2/27/2009
1112	144031	2547.77	2/27/2009
2793	144318	718.00	2/27/2009
2639	143854	2288.38	2/27/2009
2440	144093	2722.49	2/27/2009
2115	144094	3037.46	2/27/2009
2593	144115	2210.84	2/27/2009
1656	144032	1894.69	2/27/2009
2364	143932	2391.27	2/27/2009
2472	143899	2337.77	2/27/2009
2511	144319	863.20	2/27/2009
2640	143881	2508.45	2/27/2009
2787	24707	292.16	2/27/2009
1271	24708	637.44	2/27/2009
2337	143882	3272.71	2/27/2009
2279	144095	2685.93	2/27/2009
1978	144167	1934.38	2/27/2009
2139	143855	2288.38	2/27/2009
2675	143826	2559.24	2/27/2009
1715	143856	2475.02	2/27/2009
2526	144281	856.56	2/27/2009
2347	143976	2288.38	2/27/2009
1522	144033	3475.88	2/27/2009
2587	144320	790.16	2/27/2009
2105	143933	3445.62	2/27/2009
1272	144168	2309.19	2/27/2009

2190	144034	1588.65	2/27/2009
2345	144321	637.44	2/27/2009
1037	144241	1860.04	2/27/2009
2040	144267	758.16	2/27/2009
2527	143934	2711.31	2/27/2009
2444	143935	2711.31	2/27/2009
2063	24709	308.72	2/27/2009
1453	143857	2791.77	2/27/2009
2160	144322	784.64	2/27/2009
1249	144035	2239.93	2/27/2009
2487	144323	756.96	2/27/2009
2695	144324	982.72	2/27/2009
2694	144325	796.80	2/27/2009
1899	144269	214.80	2/27/2009
2721	144326	849.92	2/27/2009
2355	143936	1974.54	2/27/2009
2626	144116	2243.31	2/27/2009
2785	24710	464.80	2/27/2009
2026	143827	1738.19	2/27/2009
2734	144169	2686.31	2/27/2009
2236	143937	1745.15	2/27/2009
2125	144096	3459.53	2/27/2009
2259	143977	3825.38	2/27/2009
1971	144242	2264.93	2/27/2009
1315	143911	2833.79	2/27/2009
2369	143978	4258.69	2/27/2009
2020	144327	438.24	2/27/2009
1903	144170	1855.93	2/27/2009
2312	143979	1745.15	2/27/2009
2762	24711	306.45	2/27/2009
2087	144171	1818.07	2/27/2009
2668	143980	2880.96	2/27/2009
1841	24690	2016.54	2/27/2009
1407	143981	3320.38	2/27/2009
2772	144328	610.88	2/27/2009
1009	143858	3887.62	2/27/2009
1117	144036	3815.46	2/27/2009
2609	144117	1818.04	2/27/2009
1118	143938	2798.50	2/27/2009
2163	144037	2239.92	2/27/2009
2391	144225	2337.77	2/27/2009
1625	144038	2547.77	2/27/2009
2248	144172	1745.15	2/27/2009
2221	143883	2711.77	2/27/2009
1316	144270	214.80	2/27/2009
2713	144173	1675.93	2/27/2009
1801	143884	2711.77	2/27/2009
2486	144329	849.92	2/27/2009
2582	144330	849.92	2/27/2009
2794	24712	424.96	2/27/2009
2544	143982	1519.43	2/27/2009
1588	144039	2155.51	2/27/2009
2189	144040	2338.23	2/27/2009
1119	144041	2940.30	2/27/2009
1038	144174	6188.38	2/27/2009
1082	143983	2147.15	2/27/2009
2737	24697	743.68	2/27/2009

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1706	144226	4137.96	2/27/2009
1901	143984	4819.46	2/27/2009
1698	144042	2547.77	2/27/2009
1890	144261	2416.32	2/27/2009
2627	143828	1745.15	2/27/2009
2366	143829	1866.64	2/27/2009
1121	144043	2438.54	2/27/2009
2679	144044	1893.31	2/27/2009
2689	144331	863.20	2/27/2009
1664	144332	84.08	2/27/2009
2062	144176	1894.69	2/27/2009
2799	144282	909.68	2/27/2009
2641	143985	2387.77	2/27/2009
2618	143830	1968.16	2/27/2009
2594	143859	1855.46	2/27/2009
2278	143986	3175.46	2/27/2009
2443	143939	1588.65	2/27/2009
2324	144097	2440.23	2/27/2009
2181	144045	1675.93	2/27/2009
1865	144243	2038.09	2/27/2009
2039	144177	1745.15	2/27/2009
2704	144178	3595.62	2/27/2009
2612	144118	2290.85	2/27/2009
2297	144333	840.80	2/27/2009
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1125	144048	2547.77	2/27/2009
2674	144122	2282.04	2/27/2009
2800	144337	459.52	2/27/2009
2336	143886	3080.48	2/27/2009
1277	144338	448.20	2/27/2009
2536	144339	717.12	2/27/2009
2739	144264	743.68	2/27/2009
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1952	144228	2058.54	2/27/2009
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2328	144272	1288.80	2/27/2009
1128	144054	3142.81	2/27/2009
2019	143860	1945.88	2/27/2009
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**REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF VICTORVILLE
DECEMBER 16, 2008**

The regular meeting of the City Council of the City of Victorville was called to order by Mayor Cabriaes at 7:00 p.m. in City Council Chambers, Victorville City Hall, 14343 Civic Drive; Victorville, California.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was delivered by Bishop Myrthie Hazel from the Greater Victory World Outreach Church followed by the Pledge of Allegiance, which was led by Victorville Police Captain Taylor.

ROLL CALL

PRESENT: Board Members Almond, Cabriaes, Caldwell, McEachron and Rothschild

LATE: None

ABSENT: None

Also present were Doug Robertson, Deputy City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, City Attorney; Dave Leef, Fire Chief; Sid Hultquist, SBC/City Fire Chief; Jon Gargan, Director of Community Services; Amer Jakher, Director of Public Works; James Berryhill, Deputy Director of Public Works; Reggie Lamson, Director of the Water District; Sean McGlade, City Engineer; Keith Metzler, Director of Economic Development; Sophie Gates, Assistant Director of EDD; Diana Ramirez, Director of Human Resources; Peter Soderquist, Airport Director; Chris Stathis, Director of Information Services; John Sullivan, Director of Finance; Chris Borchert, Assistant Director of Development; Jorge Duran, Code Enforcement Manager and Mark Taylor, Victorville Police Captain

PRESENTATIONS

PRESENTATION – Mayor Pro Tem Rothschild presented a US Flag and certificate to the City Council. The Flag flew over Iraq and was donated by Lt. Giovanni Galacgac.

PRESENTATION OF MILITARY BANNER REPLICAS TO THE FOLLOWING FAMILIES:

Mayor Pro Tem Rothschild presented military banner replicas to the families of the following:

JOE ZUCARRO – AIR FORCE
KARI A. WILLIAMS – ARMY
PAUL CARRANZA - MARINES

PRESENTATION – WINNERS OF THE 2008 VICTORVILLE RECYCLES WEEK CONTEST – DANA ARMSTRONG

Dana Armstrong, Solid Waste Manager for the City of Victorville, gave a brief overview of their recycle educational program and presented the winners of the 2008 Victorville Recycles Week Contest.

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

1) David Desmond, 14806 Showhorse Lane – as a union member, he commented on disabled building trades. Stated that PLAs are safe and they standby safety guidelines (Dr. Pepper/Snapple Plant).

2) Dorothy Miller, Demron Road – gave copies of her water/trash bill to Council; said they are being sent out late; complained that since the hiring freeze was announced, the city has continued to hire people.

3) Priscilla Lucero, 14232 Gale Drive – complained about her water bill.

REVISIONS TO AGENDA

PRESENTATION OF REVISIONS TO AGENDA

1) Public Hearing Item #3 – continue to 1-20-09

2) Public Hearing Item #4 – continue to 1-20-09

3) Consent Calendar Item #O – remove

4) Consent Calendar Item #Q – remove

CONTINUED PUBLIC HEARINGS

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE NUISANCE ABATEMENT (VICTORVILLE MUNICIPAL CODE § 13.02.220) OF PROPERTY LOCATED AT: 15623 5TH STREET, VICTORVILLE, CA 92392

Mayor Cabriales opened the continued public hearing and asked if anyone wished to speak for or against the nuisance abatement of 15623 5th Street in Victorville.

Don Allgor, lender representing the owner of said property, addressed the Council. Mr. Allgor said the fact that constructive notice was not given by the City that the property was to be destroyed hampered his company in making an informed decision and they then made loans on said property, which was going to be destroyed.

City Attorney de Bortnowsky replied that their office has been in contract with Mr. Allgor. Code enforcement reported that no constructive rehab has been done to the property so they recommend razing said property. It is up to Council to approve as public nuisance or to continue item.

The consensus of Council was to continue this item.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 08-165 (LAMAR) ENTITLED:

Mayor Cabriales opened the continued public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 08-165.

At the direction of staff, this item was continued.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE FINDING, DETERMINING, AND DECLARING THAT THE PUBLIC INTEREST, CONVENIENCE, AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN BILLBOARDS AND EASEMENT LOCATED IN THE CITY OF VICTORVILLE ON APN 3093-111-08, FOR PUBLIC USE PURSUANT TO GOVERNMENT CODE SECTION 37350.5; DECLARING THE INTENTION OF THE CITY OF VICTORVILLE TO ACQUIRE THE BILLBOARDS AND EASEMENT BY EMINENT DOMAIN; AND DIRECTING COUNSEL TO COMMENCE AN ACTION IN THE SAN BERNARDINO COUNTY SUPERIOR COURT FOR SUCH PURPOSE

PUBLIC HEARINGS

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE ADOPTION OF RESOLUTION NO. 08-174 ENTITLED:

Mayor Cabriales opened the public hearing and asked if anyone wished to speak for or against the adoption of Resolution No. 08-174.

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

It was moved by Councilmember Caldwell, seconded by Councilmember Almond to adopt Resolution No. 08-174 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE FINDING AND DECLARING THAT THE PUBLIC CONVENIENCE AND NECESSITY JUSTIFY AND REQUIRE THE GRANTING OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO JEFF SEARCY DBA PLATINUM CARE NON-EMERGENCY MEDICAL TRANSPORTATION

Motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE APPROVAL OF THE MITIGATED NEGATIVE DECLARATION FOR THE SCLA NORTHERN RECLAIMED WATER LINE

Mayor Cabriales opened the public hearing and asked if anyone wished to speak for or against the approval of the mitigated negative declaration for the SCLA Northern Reclaimed Water Line.

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

It was moved by Councilmember Caldwell, seconded by Councilmember Almond to approve the mitigated negative declaration for the SLCA Northern Reclaimed Water Line; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE NOTICE OF INTENT TO ADOPT A NOTICE OF EXEMPTION FOR THE SCLA GATEWAY WATER LINE PROJECT

Mayor Cabriales opened the public hearing and asked if anyone wished to speak for or against the Notice of Intent to adopt a Notice of Exemption for the SCLA Gateway Water Line Project.

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

It was moved by Councilmember Caldwell, seconded by Councilmember Almond to approve the Notice of Intent to adopt a Notice of Exemption for the SCLA Gateway Water Line Project; motion carried unanimously.

A PUBLIC HEARING CALLED TO HEAR ARGUMENTS FOR OR AGAINST THE INTRODUCTION OF ORDINANCE NO. 2231 ENTITLED:

Mayor Cabriales opened the public hearing and asked if anyone wished to speak for or against the introduction of Ordinance No. 2231.

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

City Clerk Bates read the title of Ordinance No. 2231 as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE AMENDING SECTIONS 10.04.010 AND 10.04.085 OF THE CITY OF VICTORVILLE MUNICIPAL CODE PERTAINING TO THE SEWER CONNECTIONS AND MAINTENANCE OF SEWER LATERALS

It was moved by Mayor Pro Tem Rothschild, seconded by Councilmember Almond to introduce Ordinance No. 2231 and waive further reading; motion carried unanimously.

CONSENT CALENDAR

PRESENTATION OF REQUEST TO APPROVE THE CONSENT CALENDAR AS FOLLOWS:

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Rothschild to removed Consent Calendar Items #O & Q; motion carried with Councilmember McEachron abstaining.

It was moved by Councilmember Almond, seconded by Mayor Pro Tem Rothschild to approve the remaining Consent Calendar items as follows:

- A.** COMMERCIAL DEMAND SCHEDULE NO. 11 IN THE AMOUNT OF \$17,138,261.27 COVERING WARRANT NOS. 605482, 611652, 611677, 606405, 606406, 600657, 600784, 600786, 602827, 602850, 603268, 603285, 603291, 603708, 603726, 603732, 604148, 604715, 604721, 605156, 605702, 605991, 606023, 606045, 606170, 606182, 606197, 606199, 606204, 606216, 607227, 609069, 611349, 611350, 611919, 605487, 605517, 605545, 605569, 606020, 594542, 597521, 602453,

603354, 605405, 606360, 609972, 611362 AND 611934 THROUGH 613313 INCLUSIVE

B. PAYROLL DEMAND SCHEDULE NO. 5B FOR PAYROLL PERIOD NOVEMBER 1, 2008 THROUGH NOVEMBER 14, 2008 IN THE AMOUNT OF \$1,835,095.53 COVERING WARRANT NOS. 24365 THROUGH 24409 AND ADVICE NOS. 139670 THROUGH 140267 INCLUSIVE

C. PAYROLL DEMAND SCHEDULE NO. 6A FOR PAYROLL PERIOD NOVEMBER 15, 2008 THROUGH NOVEMBER 28, 2008 IN THE AMOUNT OF \$1,357,202.39 COVERING WARRANT NOS. 24410 THROUGH 24456 AND ADVICE NOS. 140268 THROUGH 140864 INCLUSIVE

D. MINUTES FROM THE FOLLOWING MEETINGS:

1. REGULAR MEETING HELD OCTOBER 7, 2008
2. REGULAR MEETING HELD OCTOBER 21, 2008
3. REGULAR MEETING HELD NOVEMBER 4, 2008
4. REGULAR MEETING HELD NOVEMBER 18, 2008
5. BIENNIAL ORGANIZATIONAL MEETING HELD DECEMBER 2, 2008

E. STAFF REPORT FOR THE FOLLOWING DEPARTMENT:

1. DEVELOPMENT DEPARTMENT – OCTOBER 2008
2. COMMUNITY SERVICES DEPARTMENT – OCTOBER 2008
3. VICTORVILLE POLICE DEPARTMENT – SEPTEMBER 2008

F. PRESENTATION OF ORDINANCE NOS. 2229 AND 2230 FOR SECOND READING AND ADOPTION BY THE CITY COUNCIL

1. ORDINANCE NO. 2229 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE APPROVING ZONE CHANGE PLN07-00110 TO RECLASSIFY THE NORTH ½ OF PARCELS 3103-561-07 AND 08 FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL) – ROTHBART DEVELOPMENT CORPORATION

2. ORDINANCE NO. 2230 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE FOR DEVELOPMENT AGREEMENT PLN07-00111, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF VICTORVILLE AND ROTHBART DEVELOPMENT CORPORATION RELATIVE TO PORTIONS OF THE DEVELOPMENT KNOWN AS THE CROSSROADS AT 395 – ROTHBART DEVELOPMENT CORPORATION

- G. AWARD A PURCHASE ORDER TO PEARPOINT, INC. FOR THE PURCHASE OF ONE (1) STEERABLE TRACTOR FOR 20" AND LARGER DIAMETER PIPE FOR THE TOTAL AMOUNT OF \$57,015.27
- H. AWARD A CONTRACT TO TRANS-WEST TRUCK CENTER, FONTANA, CA FOR THE PURCHASE OF ONE (1) 10-YARD DUMP TRUCK IN THE AMOUNT OF \$103,681.22
- I. ADOPT RESOLUTION NO. 08-171 ENTITLED:

A RESOLUTION OF THE VICTORVILLE CITY COUNCIL ORDERING THE VACATION (TERMINATION) OF EXCESS RIGHT-OF-WAY, OFFERS OF DEDICATION FOR SIERRA ROAD AND JAGATAI STREET WHILE RESERVING A "WATER CONVEYANCE EASEMENT"
- J. AWARD A CONTRACT TO GOLF VENTURES WEST, LLC, CORONA, CA, FOR THE PIGGYBACK CMAS PURCHASE OF ONE (1) JACOBSON 9016 ROTARY MOWER \$73,396.80
- K. APPROPRIATE FUNDS FOR REPLACEMENT OF VOICE/DATA RECORDS FOR EMERGENCY 911 DISPATCH CENTER IN THE AMOUNT OF \$28,111.70
- L. REQUEST DENIAL OF CLAIMS AGAINST THE CITY OF VICTORVILLE NOS. 08-21 (FRANCES M. LANDWEHR); 08-22 (DUY H. NGUYEN AKA DAVID NGUYEN AKA DAVID HOANG NGUYEN AKA DU HOANG, SIME TALAIEFAR, ADVANCED HOME BUILDERS, JULIE NGUYEN AND MINH HOANG NGUYEN) AND 08-23 (ROBERT MERCER) WITH REFERRAL TO STAFF
- M. A 100% BOND RELEASE FOR MONUMENTATION OF TRACT 16717 – CAPITAL PACIFIC HOMES
- N. RELEASE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS FOR THE STREETS/SEWERS FOR TRACT 15973, PHASE 1 THROUGH 4 – EMPIRE HOMES
- O. RELEASE LABOR/MATERIAL PORTION OF STORM DRAIN/SEWER BONDS FOR TRACT 16063-1 – HOWARD ROBERTS DEVELOPMENT – ITEM REMOVED
- P. RELEASE REMAINING 20% OF FAITHFUL PERFORMANCE BONDS FOR STREETS/SEWERS FOR TRACT 16242, PHASE 1 THROUGH 3 – EMPIRE HOMES

- Q.** RELEASE LABOR/MATERIAL PORTION OF STREETS/STORM DRAINS/SEWERS FOR TRACT 16063-2 – HOWARD ROBERTS DEVELOPMENT – ITEM REMOVED
- R.** A 100% BOND RELEASE FOR MONUMENTATION OF TRACT 15501 – D.R. HORTON
- S.** A 100% BOND RELEASE FOR MONUMENTATION OF TRACT 15503 – D.R. HORTON
- T.** RELEASE OF STREET/DRAINAGE AND MONUMENTATION BONDS FOR TRACT 16065 – RADNOR / SUNLAND / VICTORVILLE PARTNERSHIP
- U.** RELEASE LABOR/MATERIALS PORTION OF THE SEWER LETTER OF CREDIT (LOC) FOR TRACT 16808, PHASE 1 THROUGH 8 AND THE STREETS FOR TRACT 16808-8 ONLY AND OFFSITE STREETS – RICHMOND AMERICA
- V.** RELEASE REMAINING 20% OF THE FAITHFUL PERFORMANCE BONDS FOR STREET/SEWER/STORM DRAIN BONDS FOR TRACT 16682 – EMPIRE HOMES
- W.** RELEASE 80% OF THE FAITHFUL PERFORMANCE, LABOR/MATERIALS BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 15400 – NEW WEST HOME

Motion carried with Councilmember McEachron abstaining.

WRITTEN COMMUNICATIONS

REQUEST FOR UPDATE ON CITY AUDIT BY THE ACCOUNTING FIRM OF CAPORICCI & LARSON

Finance Director Sullivan addressed the Council regarding the audit.

Councilmember Almond asked when Council would be able to review the audit.

Director Sullivan stated that most likely a draft audit would be present to Council at a closed session meeting before going public.

Councilmember McEachron requested this item and understands that the audit firm was not available to attend tonight's meeting.

REQUEST TO ADOPT RESOLUTION NO. 08-175 ENTITLED:

It was moved by Councilmember Almond, seconded by Councilmember McEachron to adopt Resolution No. 08-175 entitled:

**A RESOLUTION OF THE CITY OF VICTORVILLE HEREBY AUTHORIZING
THE DIRECTOR OF DEVELOPMENT TO APPLY FOR A WASTE TIRE CLEAN-
UP GRANT**

Motion carried unanimously.

REQUEST TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY (APN 0396-192-44) TO THE VICTORVILLE REDEVELOPMENT AGENCY

It was moved by Mayor Pro Tem Rothschild, seconded by Councilmember Almond to authorize the conveyance of real property (APN 0396-192-44) to the Victorville Redevelopment Agency; motion carried unanimously.

PRESENTATION OF REQUEST FOR DEFERRAL OF DEVELOPMENT IMPACT FEES FROM SATURN DEALERSHIP

Economic Development Director Metzler addressed this item to Council.

It was moved by Mayor Pro Tem Rothschild, seconded by Councilmember Almond to deny, without prejudice, a request for deferral of Development Impact Fees from Saturn Dealership; motion carried unanimously.

REQUEST TO RATIFY THE EXPENDITURE PLAN FOR THE SLESF (SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND) ALLOCATION FOR 2008/2009 AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO PROCESS ALL DOCUMENTS REQUIRED FOR THE PROGRAM ADMINISTRATION

It was moved by Councilmember Caldwell, seconded by Councilmember Almond to ratify the expenditure plan for the SLESF allocation for 2008/2009 and authorize the City Manager or his designee to process all documents required from the program administration; motion carried unanimously.

REQUEST EXTRA FUNDING OF \$130,000.00 TO AN EXISTING CONTRACT WITH COOLEY CONSTRUCTION TO PAVE AN ACCESS TO/FROM COLUSA ROAD TO THE FUTURE IWWTP

It was moved by Mayor Pro Tem Rothschild, seconded by Councilmember McEachron to approve the extra funding of \$130,000 to an existing contract with Cooley Construction to pave an access to/from Colusa Road to the future IWWTP; motion carried unanimously.

REQUEST TO APPROVE AMENDMENT NO. 2 TO THE DESIGN COOPERATIVE AGREEMENT BETWEEN THE CITY OF VICTORVILLE AND THE STATE OF CALIFORNIA FOR THE LA MESA ROAD / NISQUALLI ROAD / I-15 INTERCHANGE IMPROVEMENTS (DISTRICT AGREEMENT NO. 8-1323 A/2) AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

It was moved by Councilmember Almond, seconded by Councilmember McEachron to approve Amendment No. 2 to the Design Cooperative Agreement between the City of Victorville and the State of California for the La Mesa Road / Nisqualli Road / I-15 Interchange Improvements (District Agreement No. 8-1323 A/2) and authorize the Mayor to execute the agreement; motion carried unanimously.

APPOINTMENTS TO CITY ADVISORY COMMITTEES BY COUNCILMEMBERS

Council made the following appointments to the City Advisory Committees:

- 1) Councilmember Caldwell – Planning Commission –Porter
- 2) Mayor Pro Tem Rothschild – Legislative Committee – Cox; Community Services Advisory Committee – Patel
- 3) Councilmember McEachron – Planning Commission – Wilson; Community Services Advisory Committee – Diaz
- 4) Mayor Cabriales – will announce at the 1-20-09 meeting

APPOINTMENTS TO CITY COUNCIL COMMITTEES, COMMISSIONS AND BOARDS

Mayor Cabriales went over the committees each councilmember were assigned.

APPOINTMENT OF COUNCILMEMBERS TO VICTORVILLE FINANCE AD HOC COMMITTEE

It was moved by Mayor Cabriales, seconded by Councilmember Caldwell to approve Mayor Cabriales and Councilmember McEachron to be on the Audit Ad Hoc committee; motion carried unanimously.

COUNCIL REPORTS

PRESENTATION OF REPORTS FROM COUNCIL MEMBERS

There were no reports from Council Members.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):

CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a):
(Victorville v. Chicas, Case No. CIVVS 804852)

No Reportable Action Taken

CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property Location: North of Southern California Logistics Airport; see Street Address and/or Assessor's Parcel Number, below

City Negotiators: Epic Land Solutions, Inc.; Green, de Bortnowsky & Quintanilla

Negotiating Parties: Property Owner, see below

Under Negotiation: Acquisition, price, and terms of payment

Property Owner

The Camp & Julia Second
Family LTD

Desert Wind, LLC

APN

0460-112-05

0468-261-48

Property Address

No street address

No street address

Desert Wind, LLC

0468-261-49

No street address

Reportable Action Taken

CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION
54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8

Property Location: See Street Address and/or Assessor's Parcel Number, below
City Negotiators: City of Victorville; Green, de Bortnowsky & Quintanilla; and

Property Owner

Under Negotiation: Purchase of Part Takes

PROPERTY OWNERS

APN NOS.

Lee Family/Pon You Fung California

3092-291-09, 10, 11

Hamid & Rozita Rokian, 2001 Trust

3093-131-02, 03

Stanly & Doris Bennis Trust

3093-121-02, 04, 05

Kok Hong Tran Trust

3092-311-01, 02

Imran & Ashka Patel

3092-381-10, 11

Shivinderjit Singh

3092-381-09

RR Victorville, LLC

3092-381-08

Emma Lumley & Lynn Wallace

3092-261-31

RECESS TO CLOSED SESSION

The meeting recessed at 8:35 p.m. and reconvened at 10:25 p.m. City Attorney
de Bortnowsky reported that Council agreed to the following real property negotiations:

- 1) The Camp & Julia Second Family LTD - \$94,090
- 2) Desert Wind, LLC - \$39,579
- 3) Desert Wind, LLC - \$21,802

ADJOURNMENT OF MEETING

ADJOURNMENT

There being no further business to come before the Council, Mayor Cabriaes
adjourned the meeting at 10:30 p.m.

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

**SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE
JANUARY 8, 2009**

The special meeting of the City Council of the City of Victorville was called to order by Mayor Cabriales at 1:00 p.m. in Conference Room "E" of Victorville City Hall, 14343 Civic Drive, Victorville, California.

ROLL CALL

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

LATE: None

ABSENT: None

Also present were Jon Roberts, Executive Director/City Manager; Carolee Bates, City Clerk; Andre de Bortnowsky, Assistant City Attorney; John Sullivan, Director of Finance

PUBLIC COMMENT

PUBLIC COMMENT ON ITEMS OF INTEREST TO THE PUBLIC

There were no public comments.

CLOSED SESSION

CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54956.9

CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION: ONE
POTENTIAL CASE

CLOSED SESSION CALLED PURSUANT TO GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYMENT - TITLE: CITY MANAGER

There was no reportable action.

ADJOURNMENT OF MEETING

There being no further business to come before the Council, Mayor Cabriales adjourned the meeting at 4:45 p.m.

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK
387 of 566

Consent
#5D2
3-17-09

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AGENDA ITEM

Consent Calendar

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY:

Bill Webb 
Director of Development

DATE: March 2, 2009

ATTACHED: Activity reports for the months of December 2008, January 2009 and February 2009.

DISCUSSION: Attached for Council's review are the Development Department Activity Reports for the months of December 2008, January 2009 and February 2009.

BW/pi



**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**December 2008
Monthly Report Summary**

Planning Reports

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

DEVELOPMENT DEPARTMENT
2008 RESIDENTIAL BUILDING ACTIVITY AND POPULATION ESTIMATE
Based on Utility Releases

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE	VACANCY RATE 7.71%	NET POPULATION INCREASE	PERCENT POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U						
JANUARY	46	46									46	46	146.69	-11.31	135.38	0.13%
FEBRUARY	62	62					6	96			68	158	503.86	-38.85	465.01	0.45%
MARCH	47	47	2	2					1	1	50	50	159.45	-12.29	147.16	0.14%
APRIL	52	52					4	18			56	70	223.23	-17.21	206.02	0.20%
MAY	76	76	3	4			2	28			81	108	344.41	-26.55	317.86	0.31%
JUNE	49	49					3	16			52	65	207.29	-15.98	191.30	0.19%
JULY	66	66	2	2			5	53			73	121	385.87	-29.75	356.12	0.35%
AUGUST	22	22					2	9			24	31	98.86	-7.62	91.24	0.09%
SEPTEMBER	62	62	1	2			16	176			79	240	765.36	-59.01	706.35	0.69%
OCTOBER	37	37									37	37	117.99	-9.10	108.90	0.11%
NOVEMBER	52	52									52	52	165.83	-12.79	153.04	0.15%
DECEMBER	28	28									28	28	89.29	-6.88	82.41	0.08%
DEMO	7	7									7	7	22.32	-1.72	20.60	0.020%
ANNEX											0	0	0.00	0.00	0.00	0.00%
TOTALS	592	592	8	10	0	0	38	396	1	1	639	999	3185.81	-245.63	2940.18	2.86%

ESTIMATED POPULATION INCREASE

2,940

(BASED ON 3.189/DU PER CALIFORNIA DEPARTMENT OF FINANCE 1-1-07 CERTIFIED ESTIMATES)

STARTING POPULATION

1-1-08

102,637

(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-08 CALIFORNIA DEPARTMENT OF FINANCE CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION

12-31-08

105,577

(ADJUSTED FOR CALIFORNIA DEPARTMENT OF FINANCE VACANCY RATE)

MONTHLY PERCENTAGE OF POPULATION INCREASE

2.86%

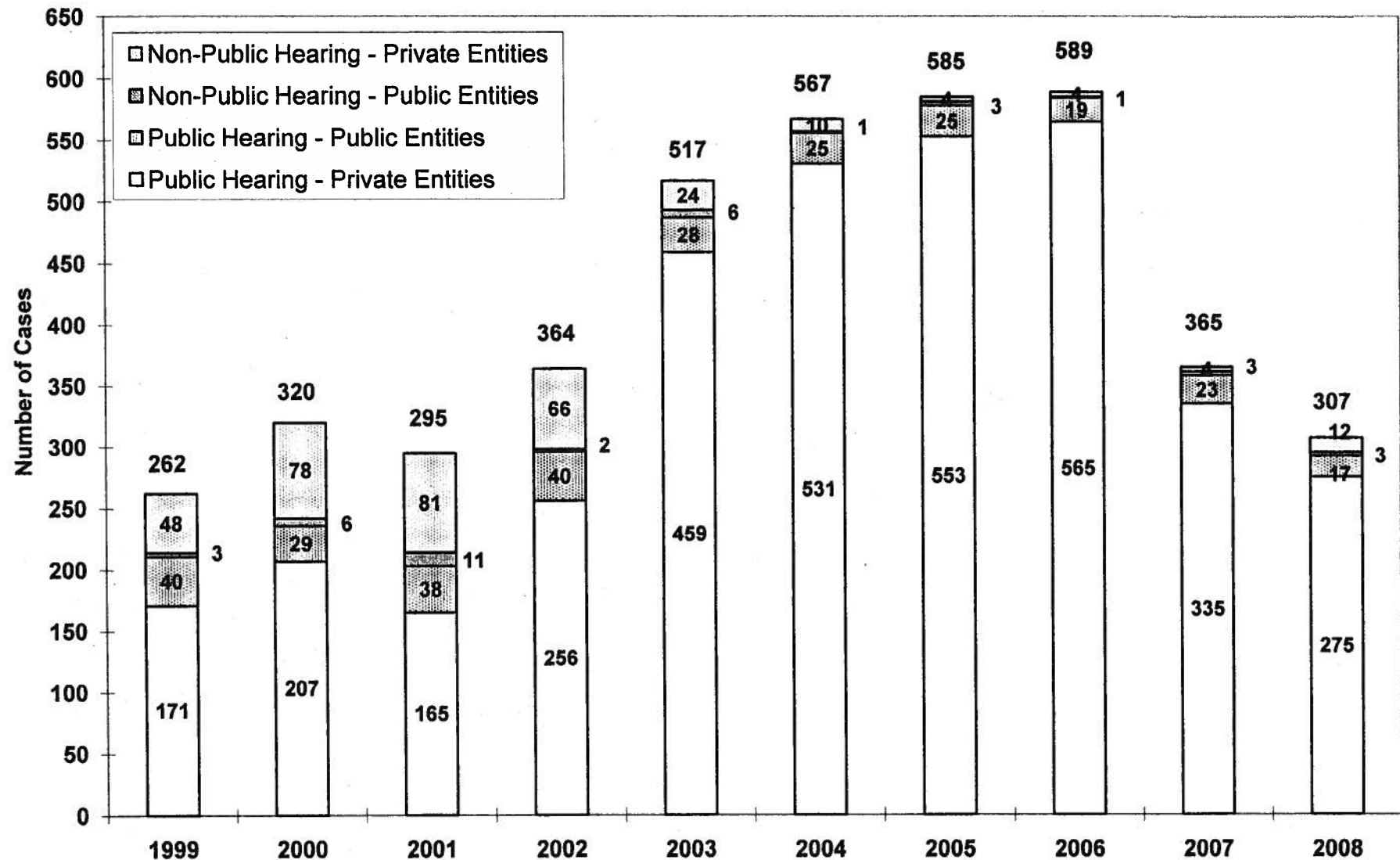
ESTIMATED ANNUAL PERCENTAGE INCREASE

2.86%

(BASED ON AVERAGE MONTHLY INCREASE)

PLANNING COMMISSION CASES HEARD

January 1999 through the Commission's December 10, 2008 Meeting



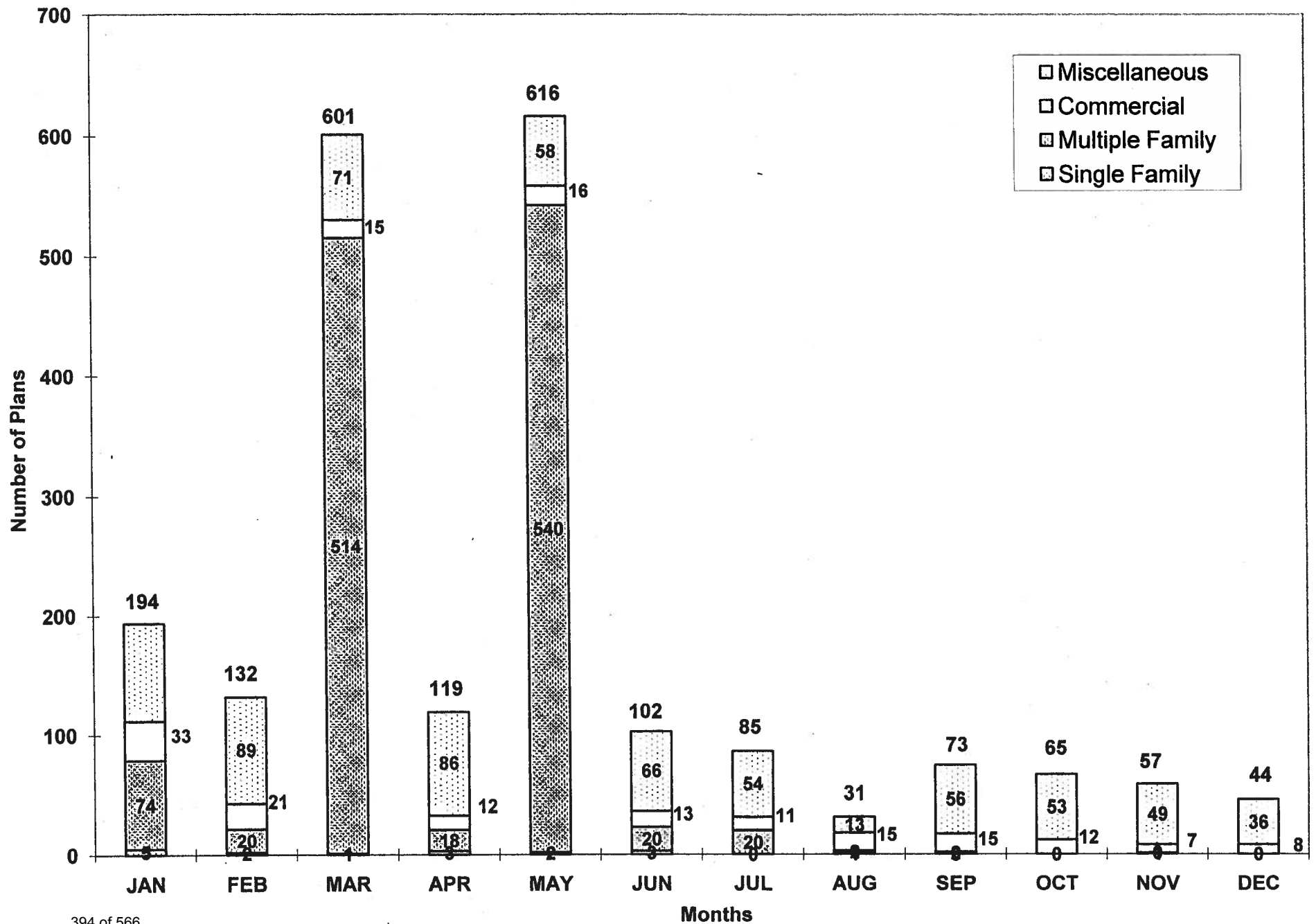
PLANNING DIVISION

2008 Monthly Planning Commission Report

TYPE OF CASE	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Totals
PUBLIC HEARING ITEMS													
Continued Items	5	9	4	6	4	3	13	6	20	12	10	8	100
Conditional Uses	3	3	1	5	1	8	6	6	2	6	6	5	52
Conditional Use Modifications	2	1	1	3		1		3			2	1	14
Site Plans	3	3	2	3		5	2	6	1	5	8	5	43
Site Plan Modifications		1				2		2		1	1	2	9
Variances										1			1
Parcel Maps	1		1	1	1	3	1	2		1	3	1	15
Parcel Map Modifications												1	1
Parcel Map Extensions													0
Tentative Tracts			1					1	1	1			4
Vesting			1										1
Tentative Tract Modifications			1					1					2
Tentative Tract Extensions	2	5	2	6	13	2	2	5					37
Amendment to Tracts													0
Certificates of Compliance													0
Development Plans													0
General Plan Amendments									2	1			3
Zone Changes									2	1		1	4
Planned Unit Developments													0
Planned Unit Development Modifications													0
Specific Plans													0
Specific Plan Amendments													0
Development Agreements										1			1
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments													0
Miscellaneous		1				1				2			4
Subtotal New Items	11	14	10	18	15	22	11	26	8	20	20	16	191
NON-PUBLIC HEARING ITEMS													
Continued Items										1		1	2
Findings of Substantial Conformity													0
Requests	1												1
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													0
Planning Commission Policies													0
Miscellaneous		1					1	3	2	1	3	1	12
Subtotal New Items	1	1	0	0	0	0	1	3	2	2	3	2	15
GRAND TOTAL NEW ITEMS	12	15	10	18	15	22	12	29	10	22	23	18	206
TOTAL OF ALL ITEMS HEARD	17	24	14	24	19	25	25	35	30	34	33	26	306

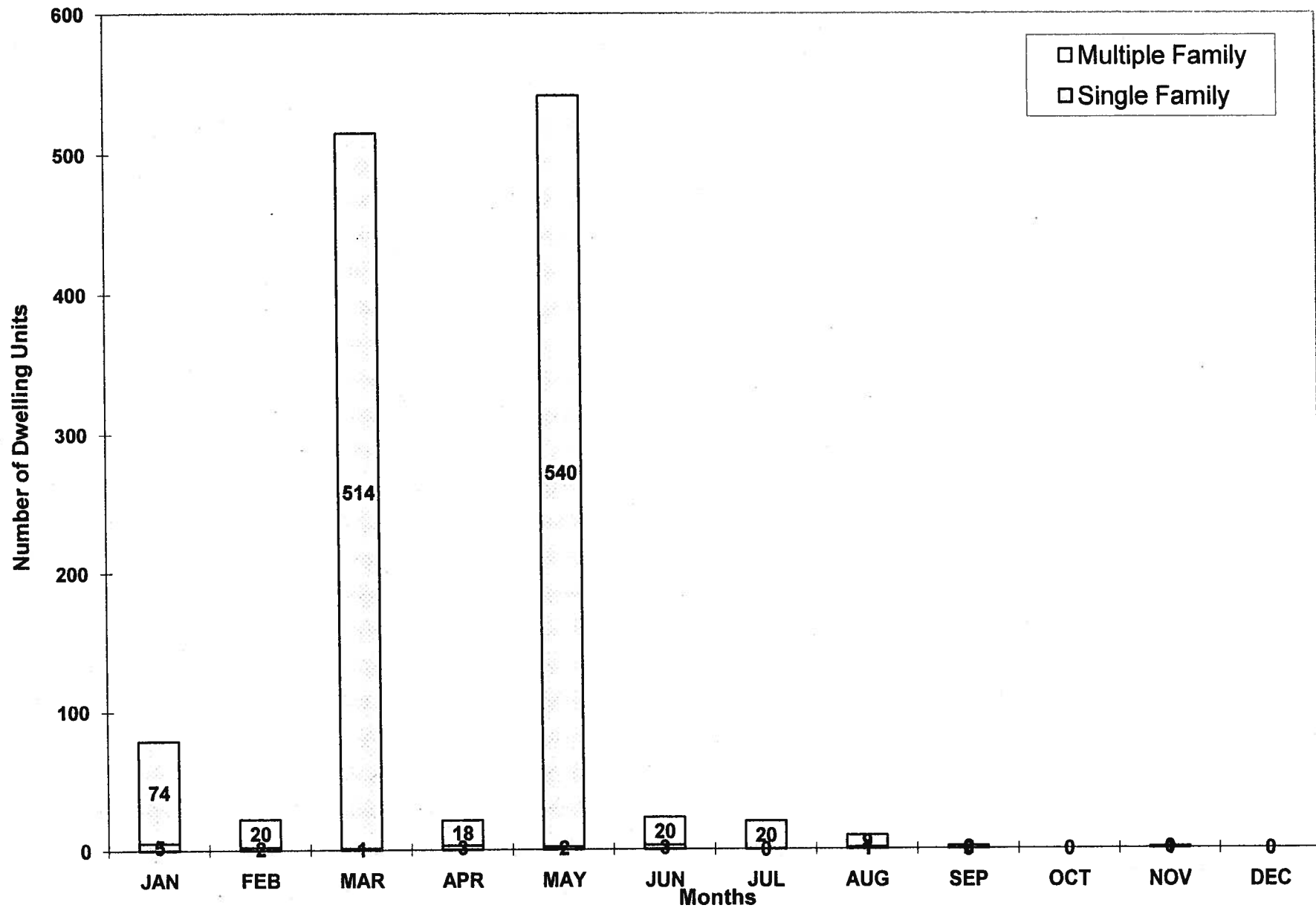
2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits



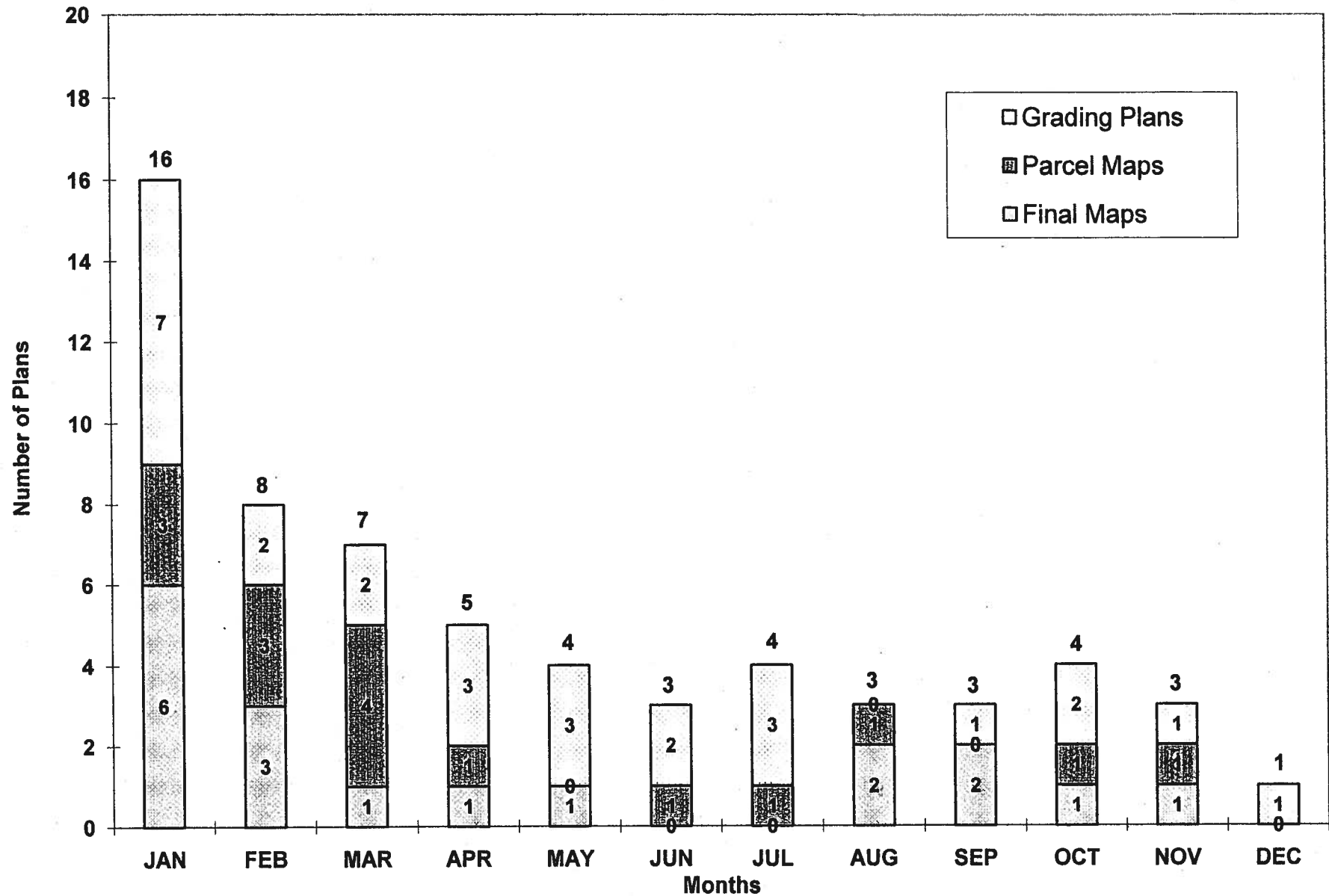
2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units



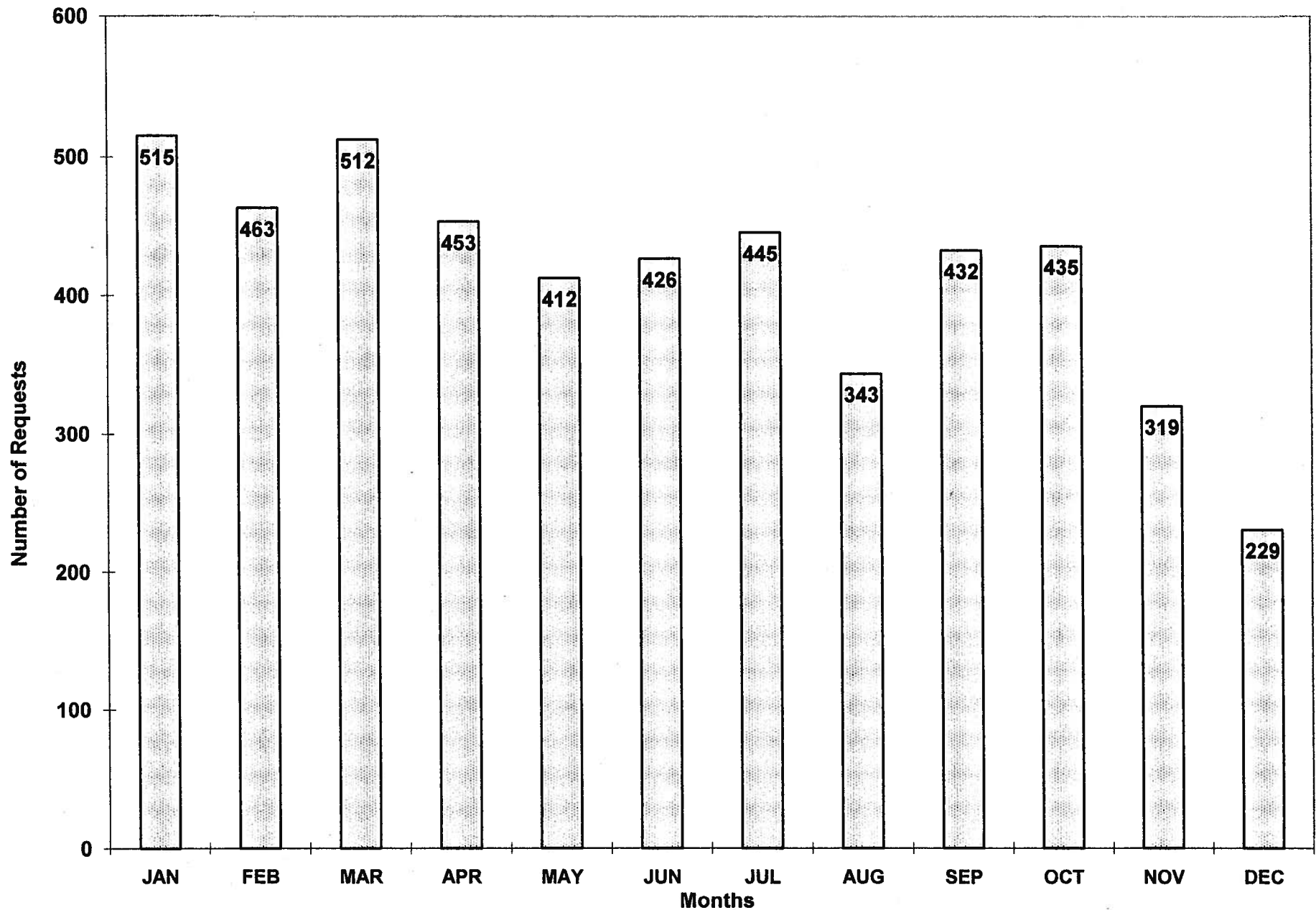
2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Grading Permits and Subdivisions



2008/2009 PLANNING DEPARTMENT ACTIVITY

Estimated Counter Requests



City of Victorville

Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January				
	Commercial	5	\$787,502	22,010
	Single Family Residences	26	\$6,069,468	75,554
February				
	Commercial	3	\$976,541	13,124
	Single Family Residences	5	\$868,743	10,905
March				
	Commercial	1	\$654,434	8,916
	Mobile Homes	2	\$20,000	2
	Single Family Residences	8	\$1,682,774	21,089
April				
	Commercial	1	\$1	1
	Single Family Residences	26	\$4,755,129	59,278
May				
	Commercial	4	\$5,282,819	107,115
	Multi-Family Residences (Dwelling Units: 20)	2	\$2,119,313	26,020
	Single Family Residences	19	\$3,386,864	42,160
June				
	Commercial	1	\$350,743	4,141
	Multi-Family Residences (Dwelling Units: 203)	30	\$15,754,194	211,901
	Single Family Residences	16	\$2,980,025	37,374
July				
	Single Family Residences	24	\$4,722,861	59,227
August				
	Commercial	3	\$1,349,963	29,094
	Single Family Residences	12	\$2,496,618	31,225
September				
	Commercial	1	\$75,551	1,131
	Single Family Residences	21	\$2,529,799	31,288
October				
	Single Family Residences	13	\$2,253,322	27,938

November

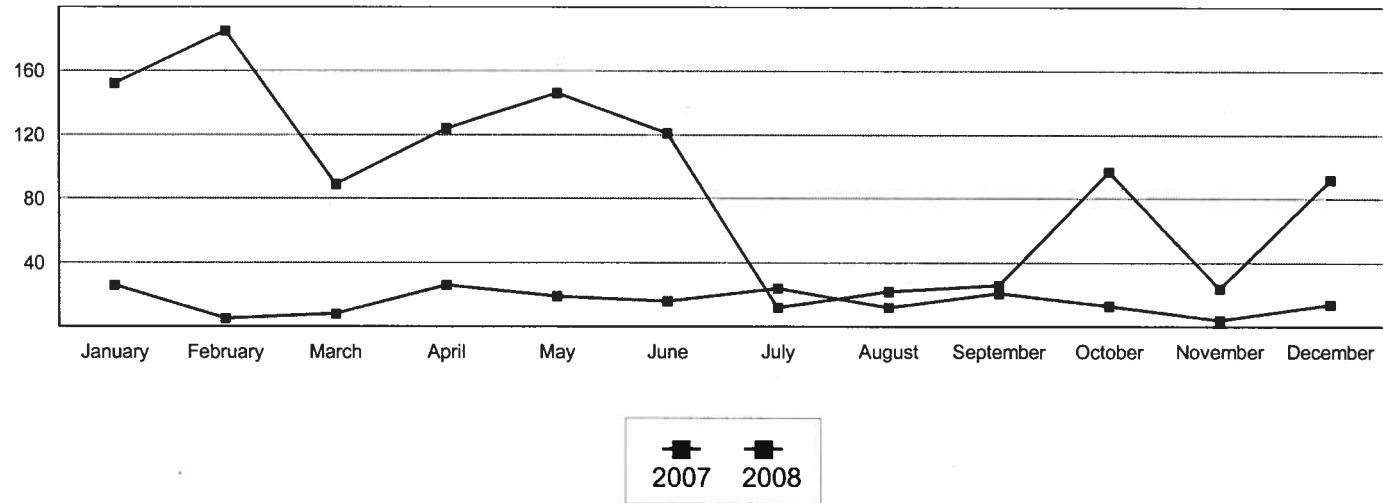
Single Family Residences	4	\$548,531	6,801
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December

Single Family Residences	14	\$2,640,709	32,995
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Year-to-Date Month Total:	241	\$62,305,904	
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Single Family Residences



City of Victorville

Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

Miscellaneous	109	\$68,861.00
Sign	7	\$19,372.00
Swimming Pool	5	\$111,000.00
	<u>121</u>	

February

	1	
Miscellaneous	97	\$46,506.00
Sign	13	\$52,356.00
Swimming Pool	5	\$75,501.00
	<u>116</u>	

March

Miscellaneous	88	\$45,007.00
Sign	12	\$61,675.00
Swimming Pool	3	\$48,000.00
	<u>103</u>	

April

	5	
Miscellaneous	103	\$50,003.00
Sign	4	\$29,100.00
Swimming Pool	2	\$56,000.00
	<u>114</u>	

May

	1	
Miscellaneous	100	\$49,002.00
Sign	10	\$77,360.00
Swimming Pool	5	\$63,501.00
	<u>116</u>	

June

	1	
Miscellaneous	89	\$83,008.00
Sign	7	\$11,650.00
Swimming Pool	4	\$70,000.00
	<u>101</u>	

July

	1	
Miscellaneous	75	\$37,001.00
Sign	10	\$56,875.00
Swimming Pool	1	\$30,000.00
	<u>87</u>	

August

	2	
Miscellaneous	77	\$37,003.00
Sign	9	\$42,392.00
Swimming Pool	3	\$40,000.00
	<u>91</u>	

September

Miscellaneous	91	\$44,502.00
Sign	7	\$34,153.00
Swimming Pool	1	\$39,000.00
	<u>99</u>	

October

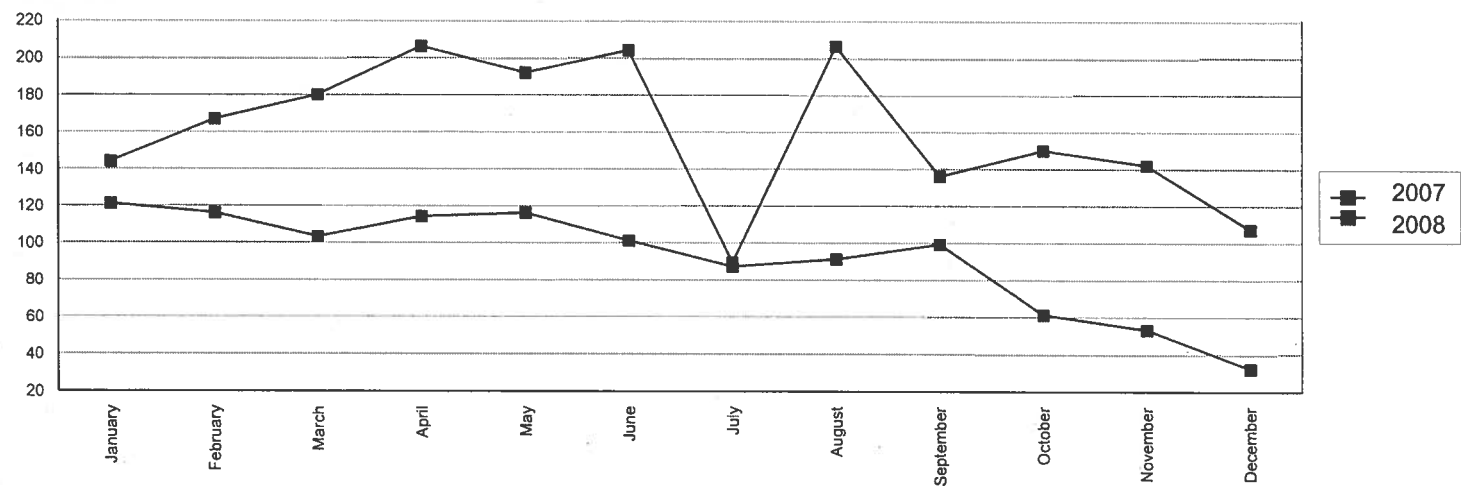
Miscellaneous	52	\$25,501.00
Sign	7	\$67,585.00
Swimming Pool	2	\$20,400.00
	<u>61</u>	

November

Miscellaneous	46	\$22,501.00
Sign	7	\$38,300.00
	<u>53</u>	

December

	3	
Miscellaneous	21	\$10,001.00
Sign	8	\$124,850.00
	<u>32</u>	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

	<u>AMOUNT</u>
	1
BEAR VALLEY RD	4
EXEMPT	5
OLD TOWN RDA	1
VVEDA RDA	12

MONTHLY TOTAL: 23

February

	<u>AMOUNT</u>
	1
BEAR VALLEY RD	2
OLD TOWN RDA	1
VVEDA RDA	6

MONTHLY TOTAL: 10

March

	<u>AMOUNT</u>
	2
BEAR VALLEY RD	1
EXEMPT	12
VVEDA RDA	

MONTHLY TOTAL: 15

April

	<u>AMOUNT</u>
	6
BEAR VALLEY RD	6
EXEMPT	2
HOOK RDA	1
OLD TOWN RDA	11
VVEDA RDA	

MONTHLY TOTAL: 26

May

BEAR VALLEY RD
EXEMPT
HOOK RDA
OLD TOWN RDA
VVEDA RDA

AMOUNT

1
3
1
1
2

MONTHLY TOTAL: 8

June

BEAR VALLEY RD
EXEMPT
OLD TOWN RDA
VVEDA RDA

AMOUNT

1
2
2
7

MONTHLY TOTAL: 12

July

BEAR VALLEY RD
EXEMPT
OLD TOWN RDA
VVEDA RDA

AMOUNT

2
5
2
14

MONTHLY TOTAL: 23

August

BEAR VALLEY RD
EXEMPT
OLD TOWN RDA
VVEDA RDA

AMOUNT

1
1
2
3

MONTHLY TOTAL: 7

September

OLD TOWN RDA
VVEDA RDA

AMOUNT

4
4

MONTHLY TOTAL: 8

October

BEAR VALLEY RD
HOOK RDA
OLD TOWN RDA
VVEDA RDA

AMOUNT

4
1
3
15

MONTHLY TOTAL: 23

November

BEAR VALLEY RD
EXEMPT
OLD TOWN RDA
VVEDA RDA

AMOUNT

2
6
2
6

MONTHLY TOTAL: 16**December**

EXEMPT

AMOUNT

1

VVEDA RDA

OZEL FINE JEWELERS INC.
12200 AMARGOSA RD

6

MCDONALD'S

13625 BEAR VALLEY RD

LAW OFFICE OF ALDERSON, KOPPEL AND ASSOCIAT

14350 CIVIC DR #270

CAMBRIAN HOMECARE

15401 ANACAPA RD #2

TACO CHON #2

15509 PARK AVE

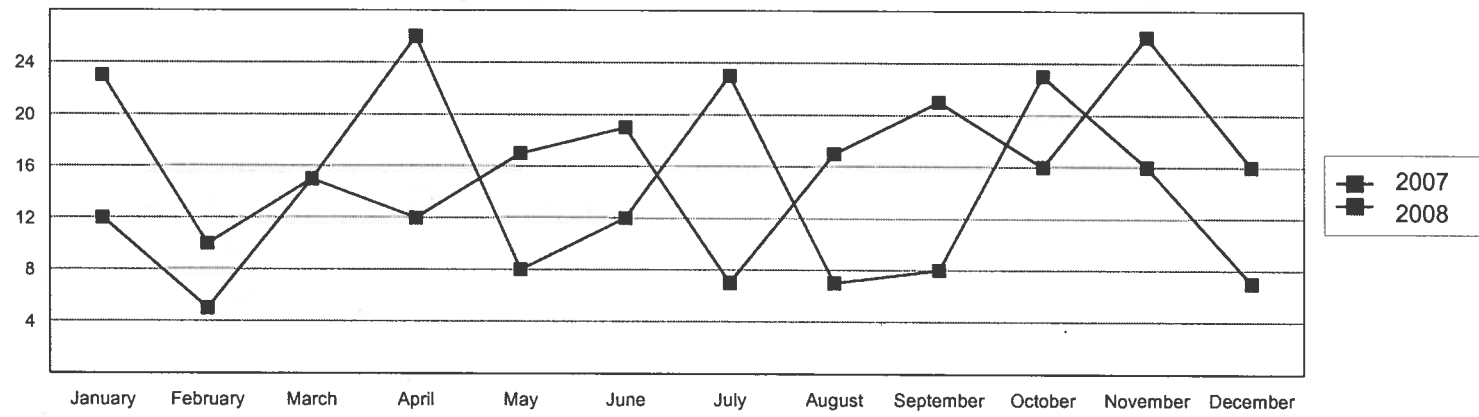
PUBLIC DEFENDER

14344 CAJON ST #201

KINDER CARE LEARNING CENTER

13615 BEAR VALLEY RD

MONTHLY TOTAL: 7

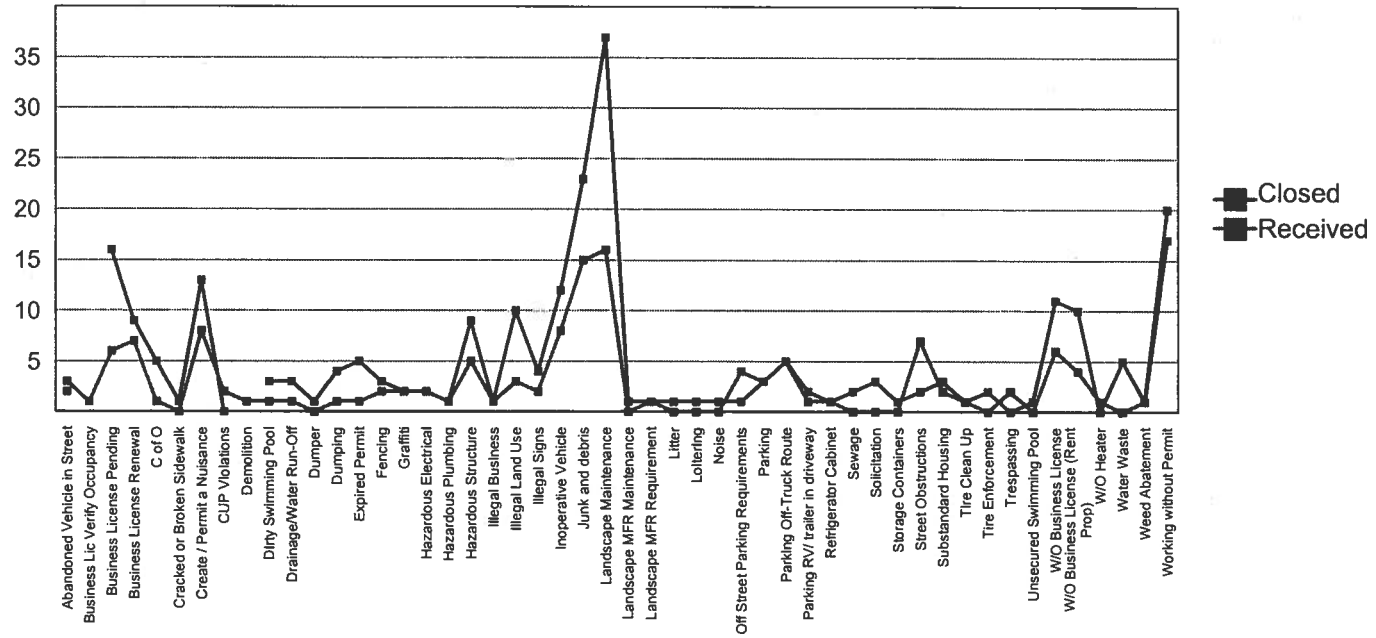


City of Victorville
Development Department
Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle in Street	3	2
Business Lic Verify Occupancy	1	
Business License Pending	6	16
Business License Renewal	7	9
C of O	1	5
Cracked or Broken Sidewalk		1
Create / Permit a Nuisance	8	13
CUP Violations	2	0
Demolition	1	
Dirty Swimming Pool	1	3
Drainage/Water Run-Off	1	3
Dumper		1
Dumping	1	4
Expired Permit	1	5
Fencing	2	3
Graffiti	2	2
Hazardous Electrical	2	2
Hazardous Plumbing	1	1
Hazardous Structure	5	9
Illegal Business	1	1
Illegal Land Use	3	10
Illegal Signs	2	4
Inoperative Vehicle	8	12
Junk and debris	15	23
Landscape Maintenance	16	37
Landscape MFR Maintenance		1
Landscape MFR Requirement	1	1
Litter		1
Loitering		1
Noise		1
Off Street Parking Requirements	4	1
Parking	3	3
Parking Off-Truck Route	5	5
Parking RV/ trailer in driveway	1	2
Refrigerator Cabinet	1	1
Sewage		2

Solicitation		3
Storage Containers		1
Street Obstructions	7	2
Substandard Housing	2	3
Tire Clean Up	1	1
Tire Enforcement		2
Trespassing	2	0
Unsecured Swimming Pool		1
W/O Business License	6	11
W/O Business License (Rent Prop)	4	10
W/O Heater	1	0
Water Waste		5
Weed Abatement	1	1
Working without Permit	20	17





**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**January 2009
Monthly Report Summary**

Planning Reports

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

DEVELOPMENT DEPARTMENT
2009 RESIDENTIAL BUILDING ACTIVITY AND POPULATION ESTIMATE
Based on Utility Releases

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE	VACANCY RATE 7.71%	NET POPULATION INCREASE	PERCENT POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U						
JANUARY	16	16									16	16	51.02	-3.93	47.09	0.04%
FEBRUARY											0	0	0.00	0.00	0.00	0.00%
MARCH											0	0	0.00	0.00	0.00	0.00%
APRIL											0	0	0.00	0.00	0.00	0.00%
MAY											0	0	0.00	0.00	0.00	0.00%
JUNE											0	0	0.00	0.00	0.00	0.00%
JULY											0	0	0.00	0.00	0.00	0.00%
AUGUST											0	0	0.00	0.00	0.00	0.00%
SEPTEMBER											0	0	0.00	0.00	0.00	0.00%
OCTOBER											0	0	0.00	0.00	0.00	0.00%
NOVEMBER											0	0	0.00	0.00	0.00	0.00%
DECEMBER											0	0	0.00	0.00	0.00	0.00%
DEMO	2	2									2	2	6.38	-0.49	5.89	0.006%
ANNEX											0	0	0.00	0.00	0.00	0.00%
TOTALS	14	14	0	0	0	0	0	0	0	0	14	14	44.65	-3.44	41.20	0.04%

ESTIMATED POPULATION INCREASE

41

(BASED ON 3.189/DU PER CALIFORNIA DEPARTMENT OF FINANCE 1-1-08 CERTIFIED ESTIMATES)

STARTING POPULATION

01-01-09

105,577

(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-08 CALIFORNIA DEPARTMENT OF FINANCE CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION

01-31-09

105,618

(ADJUSTED FOR CALIFORNIA DEPARTMENT OF FINANCE VACANCY RATE)

MONTHLY PERCENTAGE OF POPULATION INCREASE

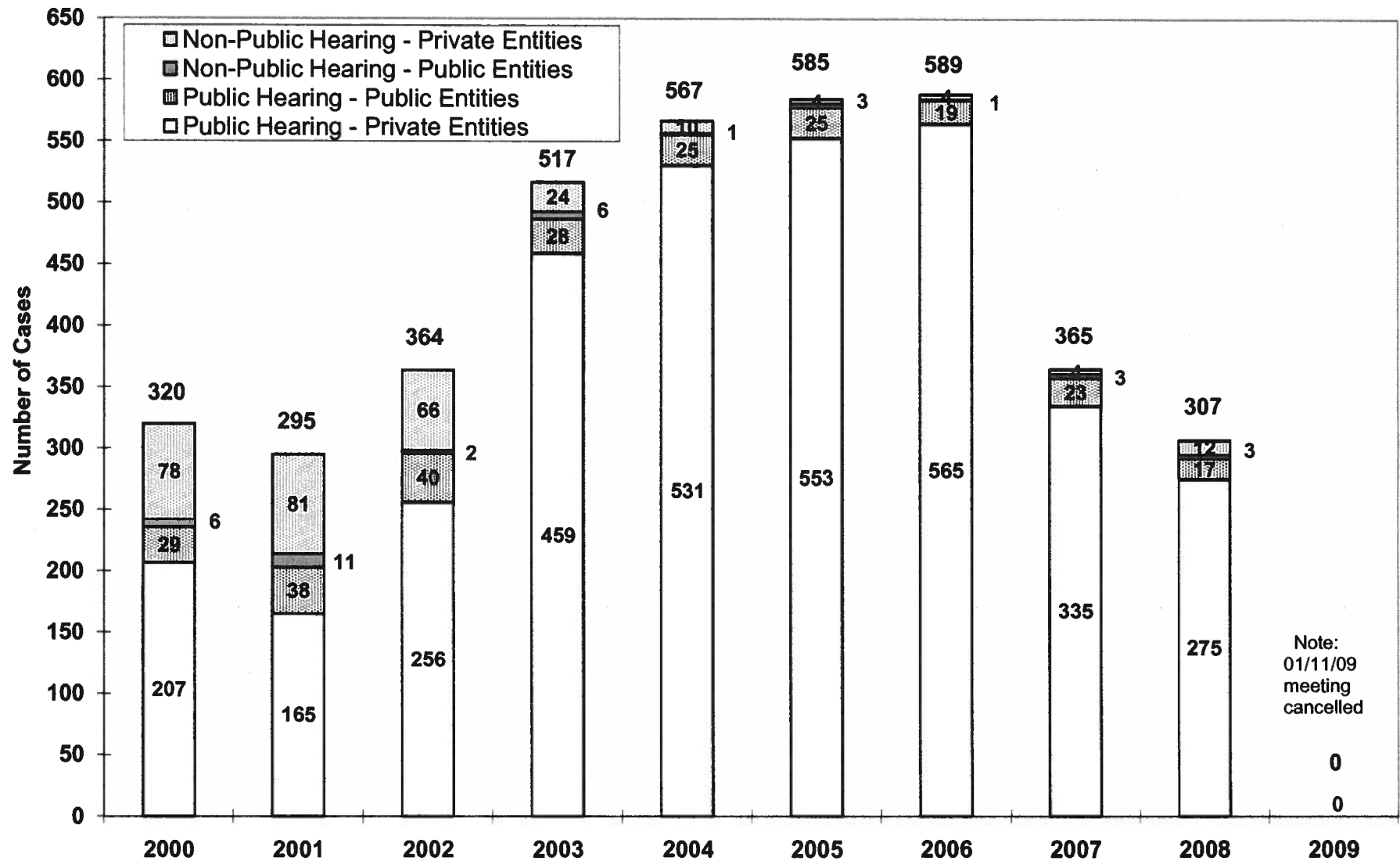
0.04%

ESTIMATED ANNUAL PERCENTAGE INCREASE

0.47%

(BASED ON AVERAGE MONTHLY INCREASE)

PLANNING COMMISSION CASES HEARD **January 2000 through the Commission's January 11, 2009 (canceled) Meeting**



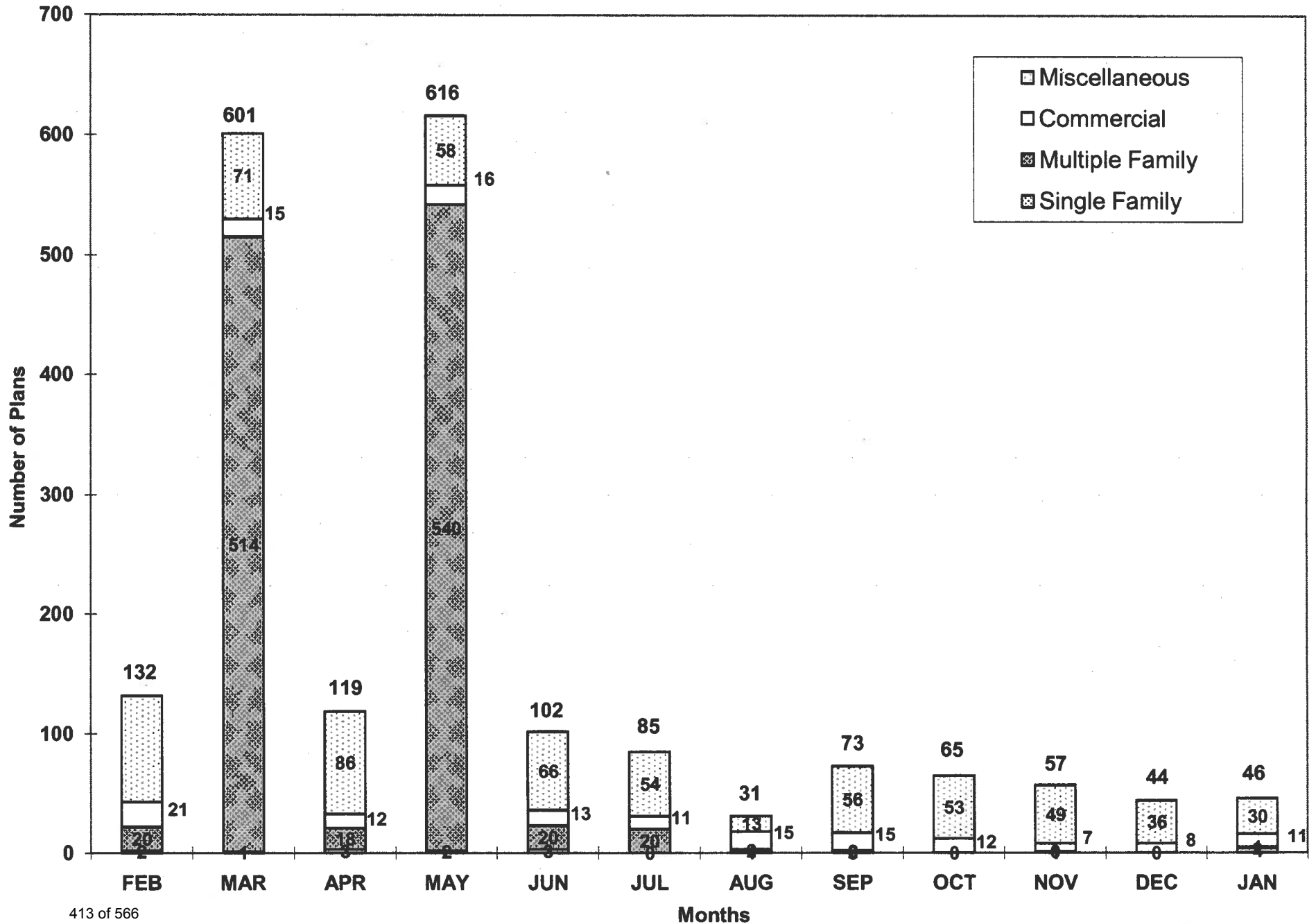
PLANNING DIVISION

2009 Monthly Planning Commission Report

TYPE OF CASE	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Totals
PUBLIC HEARING ITEMS													
Continued Items													0
Conditional Uses													0
Conditional Use Modifications													0
Site Plans													0
Site Plan Modifications													0
Variances													0
Parcel Maps													0
Parcel Map Modifications													0
Parcel Map Extensions													0
Tentative Tracts													0
Vesting													0
Tentative Tract Modifications													0
Tentative Tract Extensions													0
Amendment to Tracts													0
Certificates of Compliance													0
Development Plans													0
General Plan Amendments													0
Zone Changes													0
Planned Unit Developments													0
Planned Unit Development Modifications													0
Specific Plans													0
Specific Plan Amendments													0
Development Agreements													0
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments													0
Miscellaneous													0
Subtotal New Items	0	0	0	0	0	0	0	0	0	0	0	0	0
NON-PUBLIC HEARING ITEMS													
Continued Items													0
Findings of Substantial Conformity													0
Requests													0
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													0
Planning Commission Policies													0
Miscellaneous													0
Subtotal New Items	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL NEW ITEMS	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OF ALL ITEMS HEARD													
TOTAL OF ALL ITEMS HEARD	0	0	0	0	0	0	0	0	0	0	0	0	0

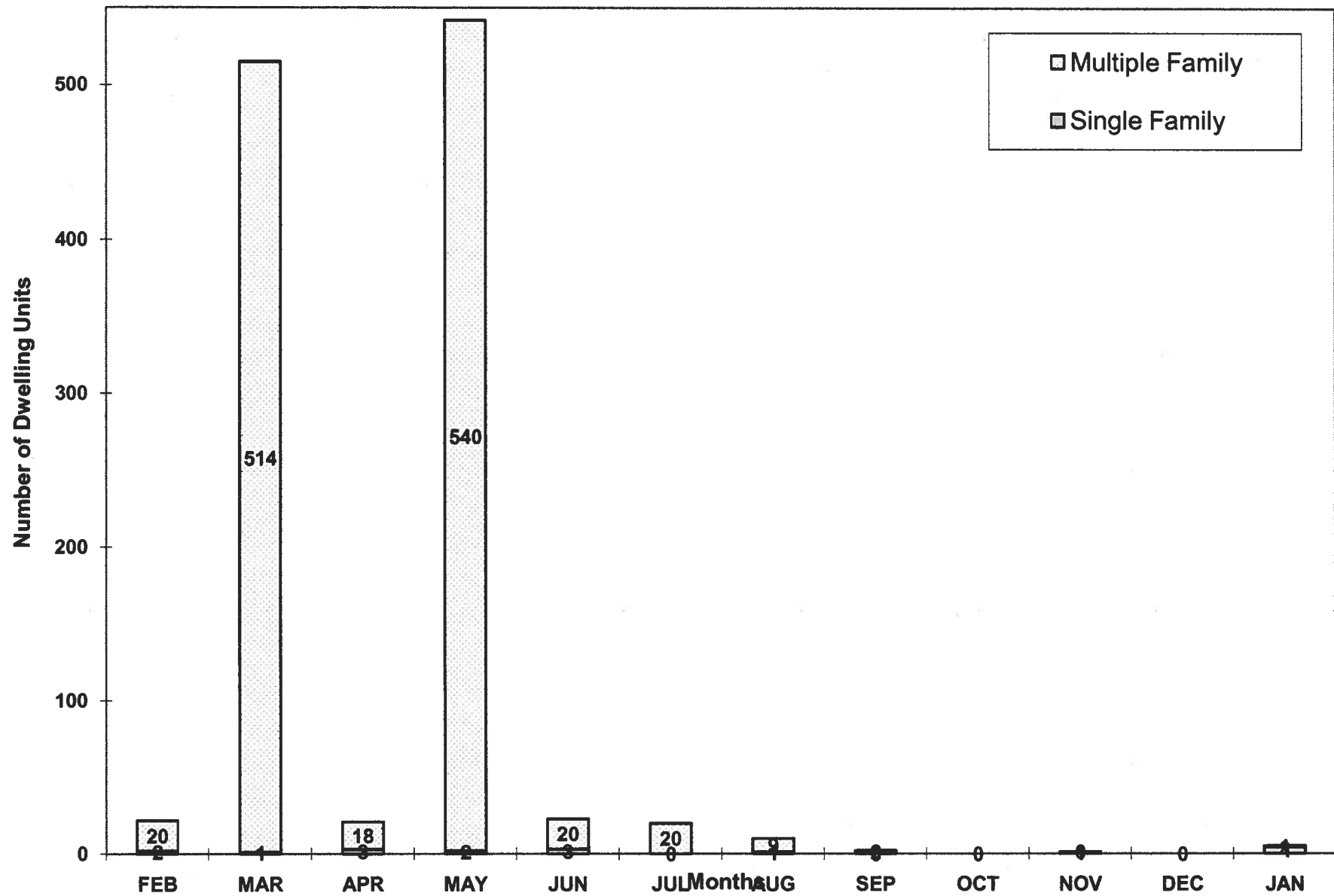
2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits

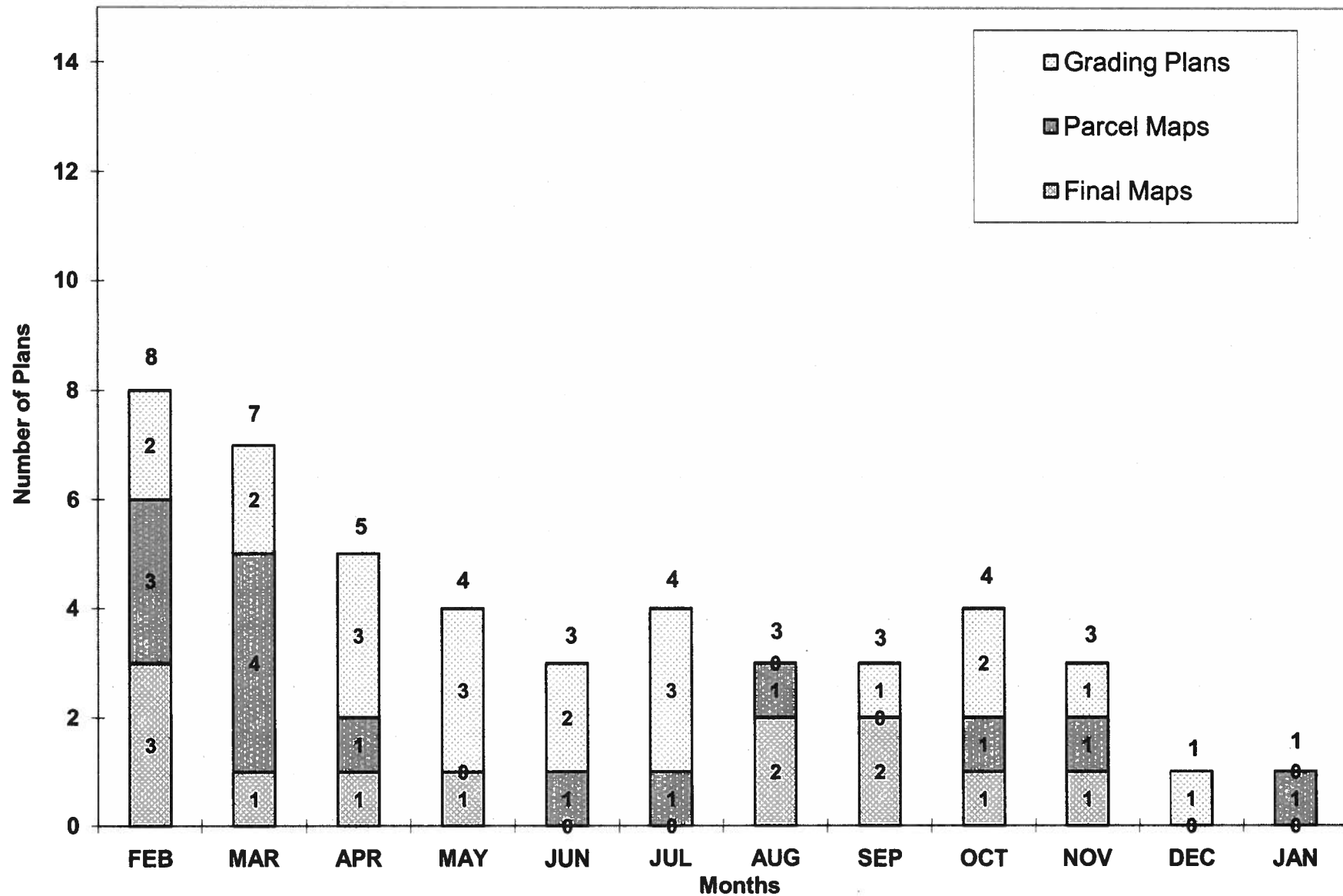


2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units

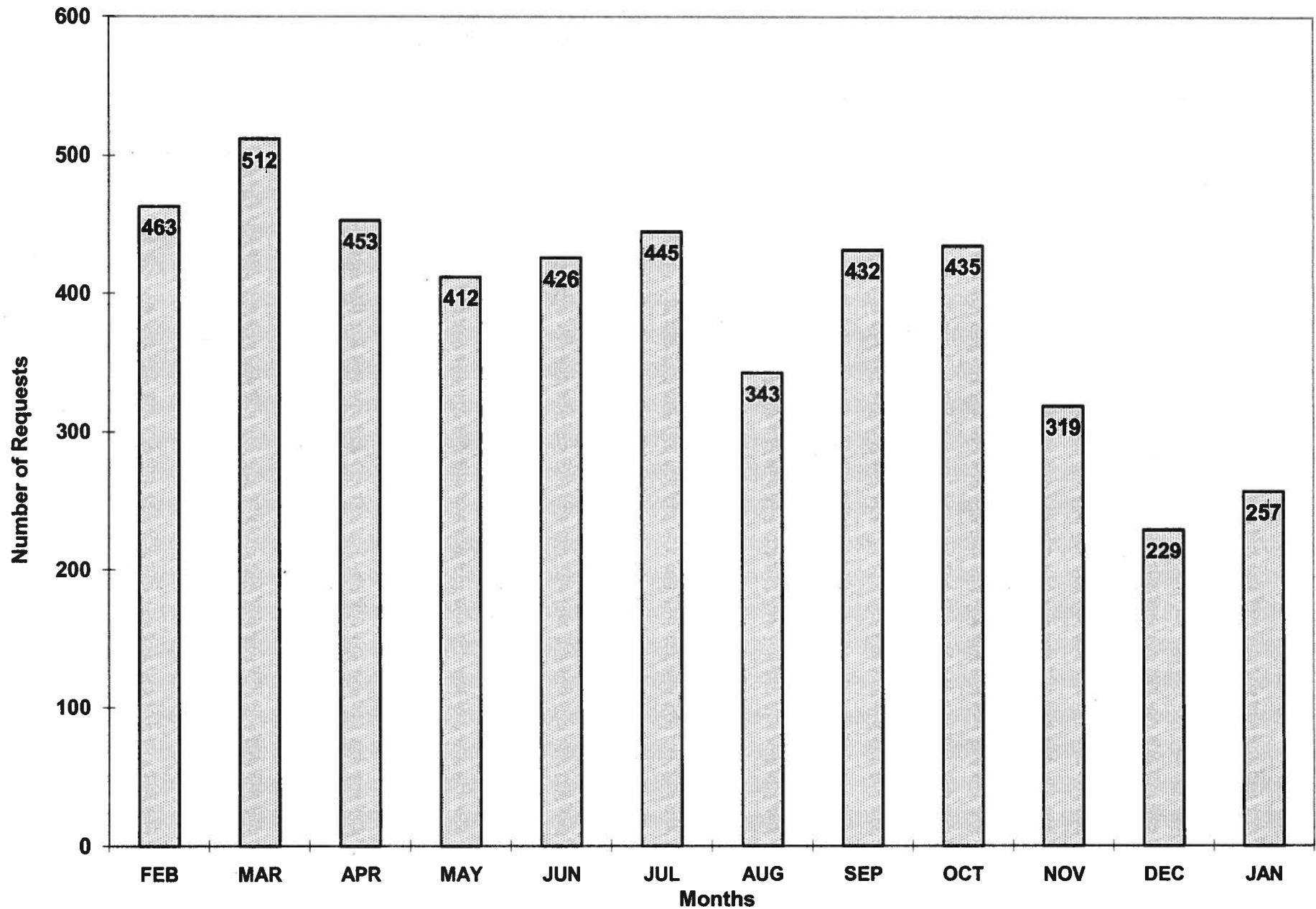


2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY **Projects Reviewed for Grading Permits and Subdivisions**



2008/2009 PLANNING DEPARTMENT ACTIVITY

Estimated Counter Requests



City of Victorville

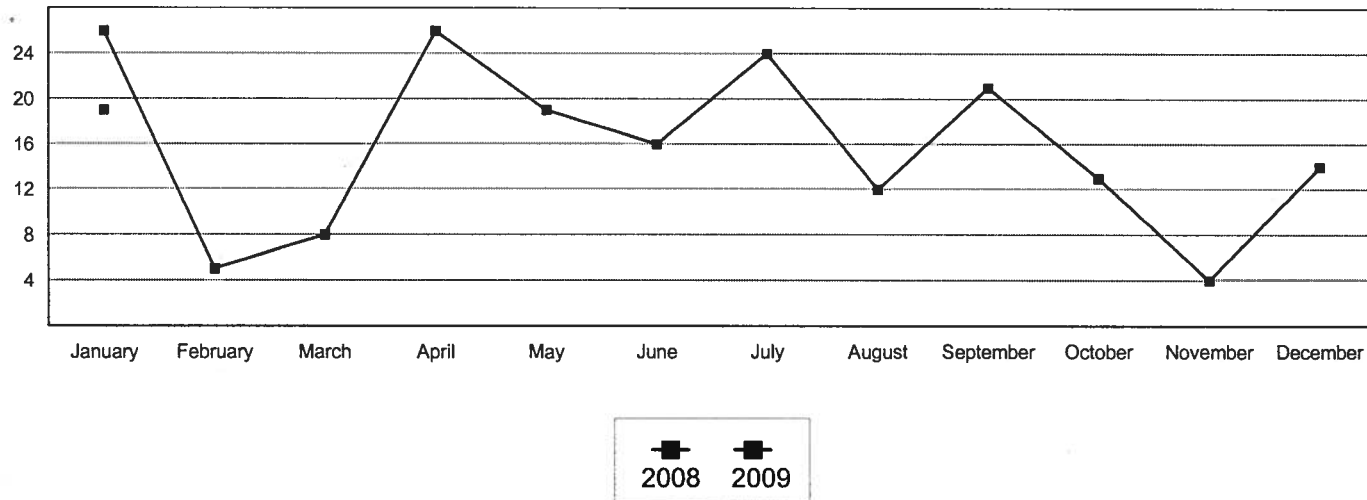
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January			
Commercial	2	\$864,320	11,035
Mobile Homes	1	\$10,000	1
Single Family Residences	19	\$3,235,537	42,251
Year-to-Date Month Total:		22	\$4,109,857

Single Family Residences



City of Victorville

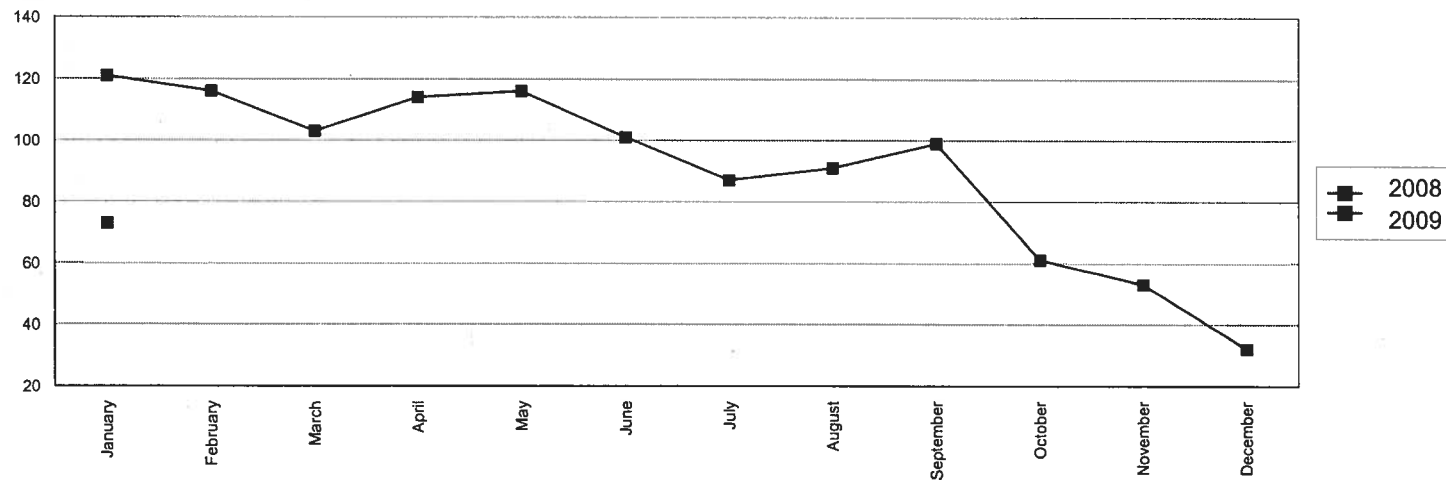
Development Department

Building Division

Year-To-Date Report of Miscellaneous Permits Issued

January

Miscellaneous	3	
Sign	58	\$26,010.00
Swimming Pool	11	\$37,668.00
	<u>1</u>	\$14,000.00
	73	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

VVEDA RDA

AMOUNT

2

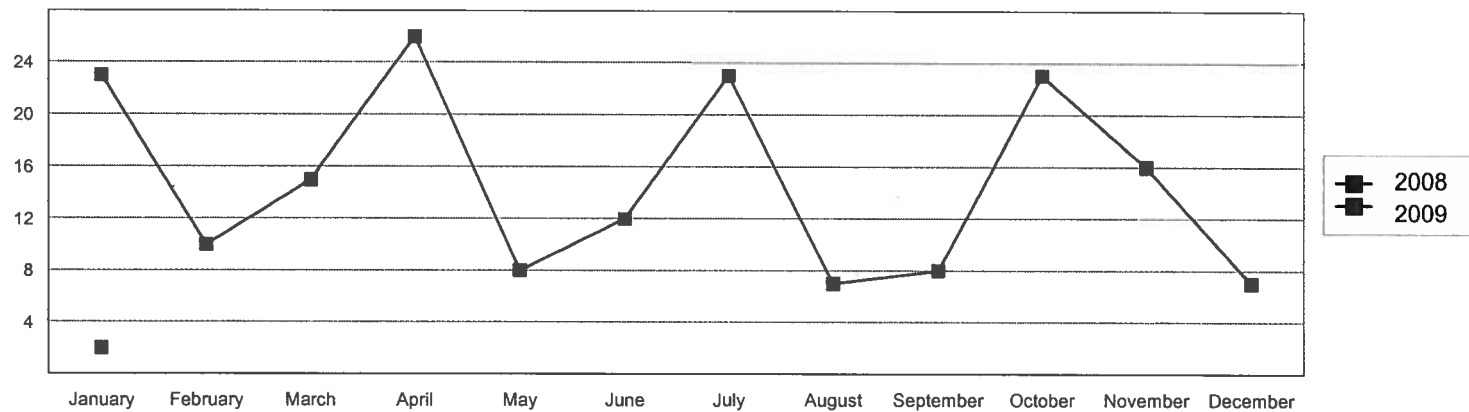
HALT ON FORECLOSURE

14359 AMARGOSA RD #L

S&E AUTO CENTER

15106 PALMDALE RD #B

MONTHLY TOTAL: 2



City of Victorville

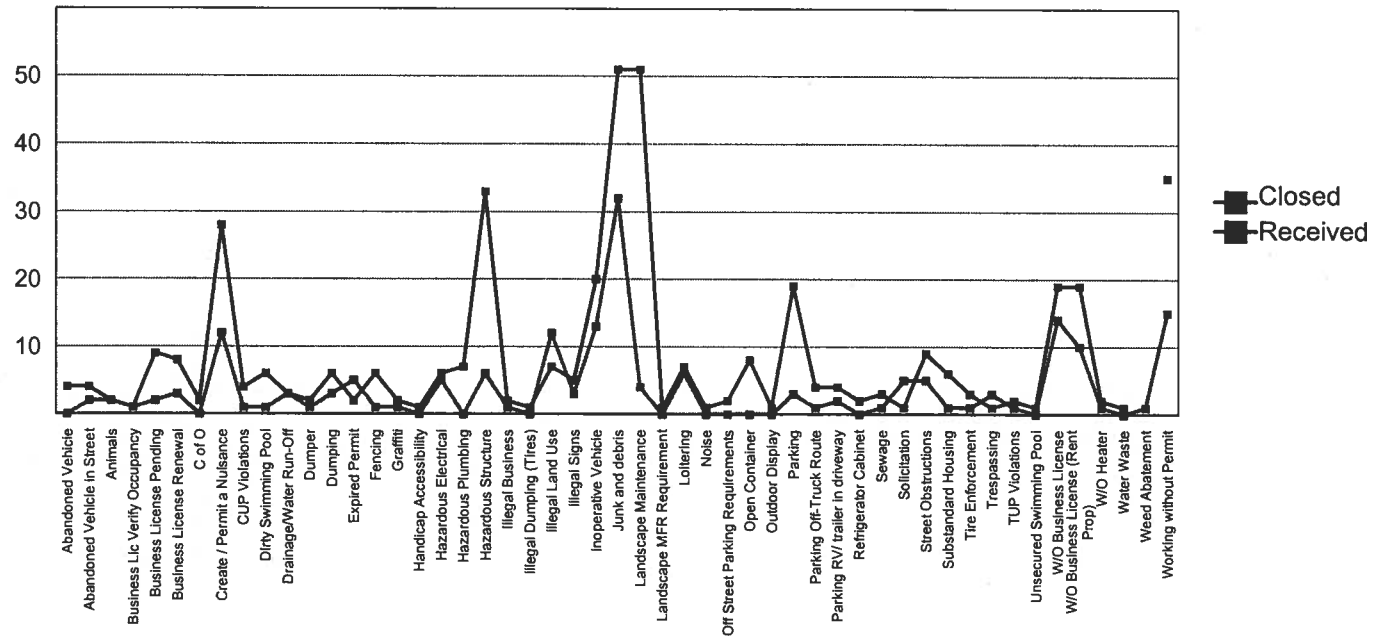
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Abandoned Vehicle		4
Abandoned Vehicle in Street	2	4
Animals	2	2
Business Lic Verify Occupancy	1	1
Business License Pending	2	9
Business License Renewal	3	8
C of O		2
Create / Permit a Nuisance	12	28
CUP Violations	1	4
Dirty Swimming Pool	1	6
Drainage/Water Run-Off	3	3
Dumper	1	2
Dumping	3	6
Expired Permit	5	2
Fencing	1	6
Graffiti	1	2
Handicap Accessibility		1
Hazardous Electrical	5	6
Hazardous Plumbing		7
Hazardous Structure	6	33
Illegal Business	1	2
Illegal Dumping (Tires)		1
Illegal Land Use	12	7
Illegal Signs	3	5
Inoperative Vehicle	13	20
Junk and debris	32	51
Landscape Maintenance	4	51
Landscape MFR Requirement		1
Loitering	6	7
Noise		1
Off Street Parking Requirements		2
Open Container		8
Outdoor Display		1
Parking	3	19
Parking Off-Truck Route	1	4
Parking RV/ trailer in driveway	2	4

Refrigerator Cabinet		2
Sewage	1	3
Solicitation	5	1
Street Obstructions	5	9
Substandard Housing	1	6
Tire Enforcement	1	3
Trespassing	3	1
TUP Violations	1	2
Unsecured Swimming Pool		1
W/O Business License	14	19
W/O Business License (Rent Prop)	10	19
W/O Heater	1	2
Water Waste		1
Weed Abatement	1	
Working without Permit	15	35





**City of Victorville
Development Department**

**Submitted by
Bill Webb
Development Director**

**February 2009
Monthly Report Summary**

Planning Reports

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

DEVELOPMENT DEPARTMENT
2009 RESIDENTIAL BUILDING ACTIVITY AND POPULATION ESTIMATE
Based on Utility Releases

	SFD		DUP		TRI		4+		MH		TOTAL # OF STRs	TOTAL # OF DUs	POPULATION INCREASE	VACANCY RATE 7.71%	NET POPULATION INCREASE	PERCENT POPULATION INCREASE
	STR	D/U	STR	D/U	STR	D/U	STR	D/U	STR	D/U						
JANUARY	16	16									16	16	51.02	-3.93	47.09	0.04%
FEBRUARY	18	18							1	1	19	19	60.59	-4.67	55.92	0.05%
MARCH											0	0	0.00	0.00	0.00	0.00%
APRIL											0	0	0.00	0.00	0.00	0.00%
MAY											0	0	0.00	0.00	0.00	0.00%
JUNE											0	0	0.00	0.00	0.00	0.00%
JULY											0	0	0.00	0.00	0.00	0.00%
AUGUST											0	0	0.00	0.00	0.00	0.00%
SEPTEMBER											0	0	0.00	0.00	0.00	0.00%
OCTOBER											0	0	0.00	0.00	0.00	0.00%
NOVEMBER											0	0	0.00	0.00	0.00	0.00%
DECEMBER											0	0	0.00	0.00	0.00	0.00%
DEMO	3	3									3	3	9.57	-0.74	8.83	0.008%
ANNEX											0	0	0.00	0.00	0.00	0.00%
TOTALS	31	31	0	0	0	0	0	0	1	1	32	32	102.05	-7.87	94.18	0.09%

ESTIMATED POPULATION INCREASE

94

(BASED ON 3.189/DU PER CALIFORNIA DEPARTMENT OF FINANCE 1-1-08 CERTIFIED ESTIMATES)

STARTING POPULATION

01-01-09

105,577

(PLANNING DEPARTMENT ESTIMATE BASED ON THE 1-1-08 CALIFORNIA DEPARTMENT OF FINANCE CERTIFIED POPULATION)

TOTAL ESTIMATED POPULATION

02-28-09

105,671

(ADJUSTED FOR CALIFORNIA DEPARTMENT OF FINANCE VACANCY RATE)

MONTHLY PERCENTAGE OF POPULATION INCREASE

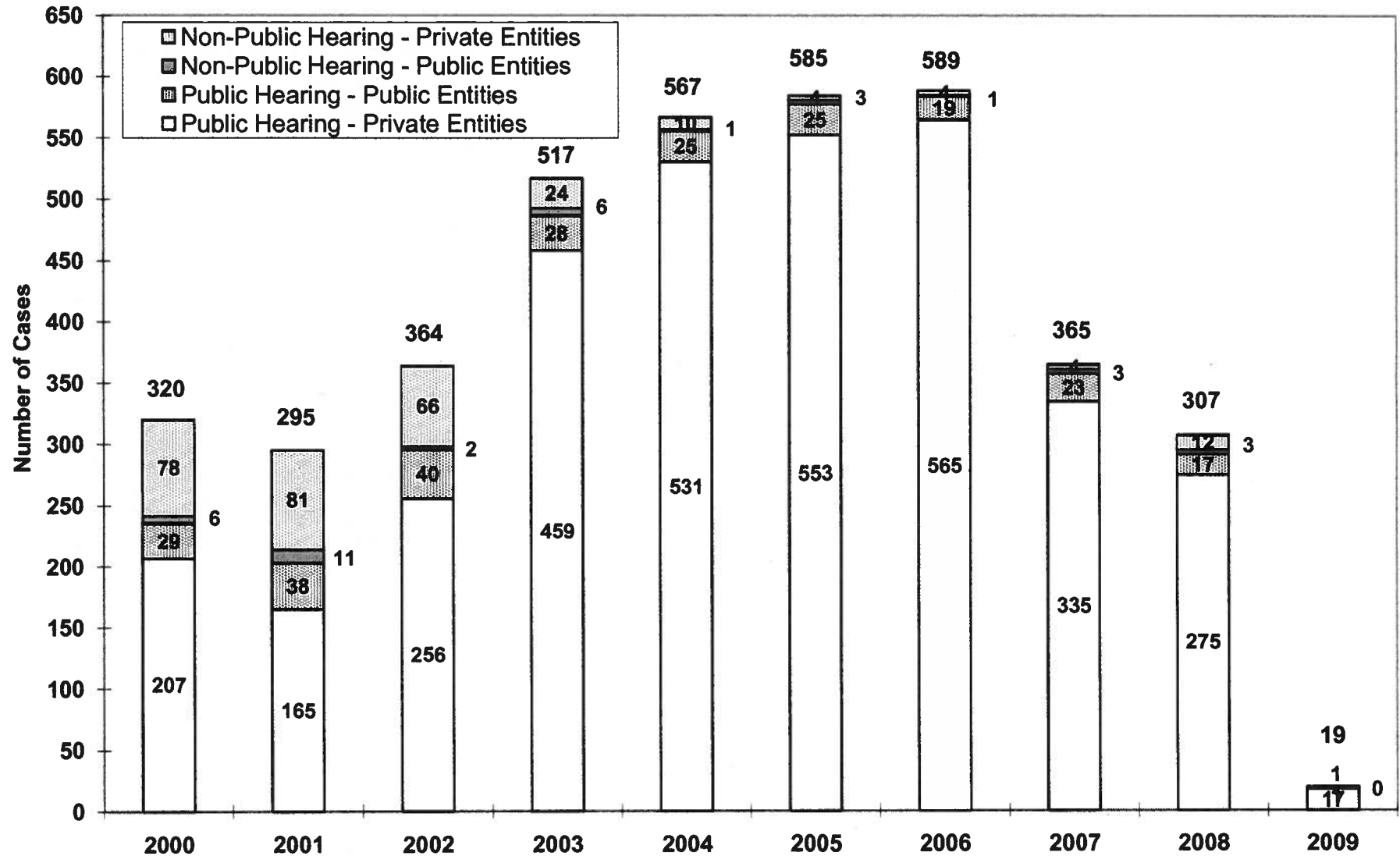
0.09%

ESTIMATED ANNUAL PERCENTAGE INCREASE

0.54%

(BASED ON AVERAGE MONTHLY INCREASE)

PLANNING COMMISSION CASES HEARD **January 2000 through the Commission's February 11, 2009 Meeting**

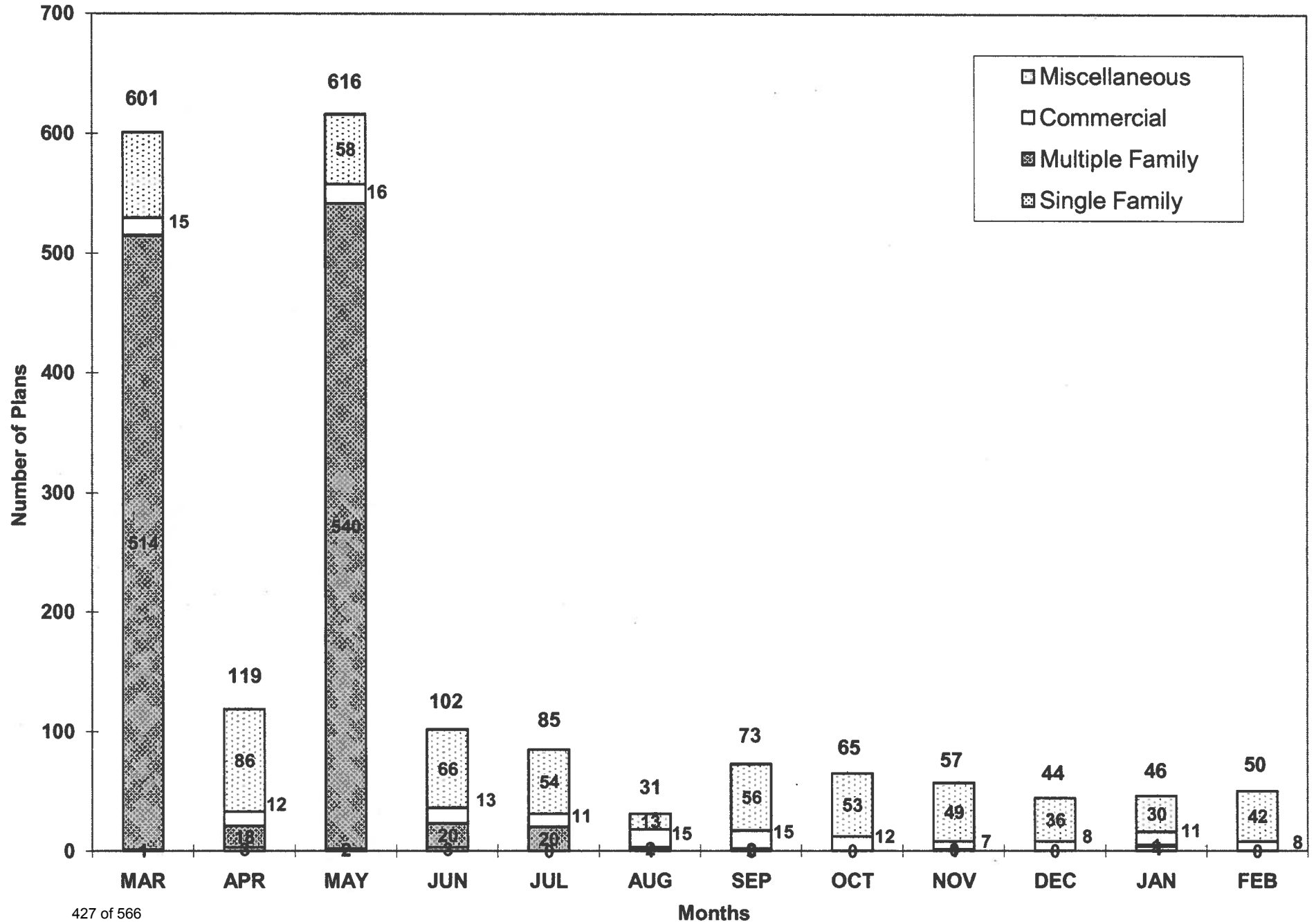


PLANNING DIVISION
2009 Monthly Planning Commission Report

TYPE OF CASE	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Totals
PUBLIC HEARING ITEMS													
Continued Items		8											8
Conditional Uses		5											5
Conditional Use Modifications		1											1
Site Plans		1											1
Site Plan Modifications													0
Variances													0
Parcel Maps		1											1
Parcel Map Modifications													0
Parcel Map Extensions													0
Tentative Tracts		1											1
Vesting													0
Tentative Tract Modifications													0
Tentative Tract Extensions													0
Amendment to Tracts													0
Certificates of Compliance													0
Development Plans													0
General Plan Amendments													0
Zone Changes													0
Planned Unit Developments													0
Planned Unit Development Modifications													0
Specific Plans													0
Specific Plan Amendments													0
Development Agreements													0
Development Agreement Modifications													0
Development Agreement Cancellations													0
Amendments		1											1
Miscellaneous													0
Subtotal New Items	0	10	0	0	0	0	0	0	0	0	0	0	10
NON-PUBLIC HEARING ITEMS													
Continued Items													0
Findings of Substantial Conformity													0
Requests													0
Storage Containers													0
Home Occupations													0
Fence Height Adjustment													0
Planning Commission Policies													0
Miscellaneous		1											1
Subtotal New Items	0	1	0	0	0	0	0	0	0	0	0	0	1
GRAND TOTAL NEW ITEMS	0	11	0	0	0	0	0	0	0	0	0	0	11
TOTAL OF ALL ITEMS HEARD													
TOTAL OF ALL ITEMS HEARD	0	19	0	0	0	0	0	0	0	0	0	0	19

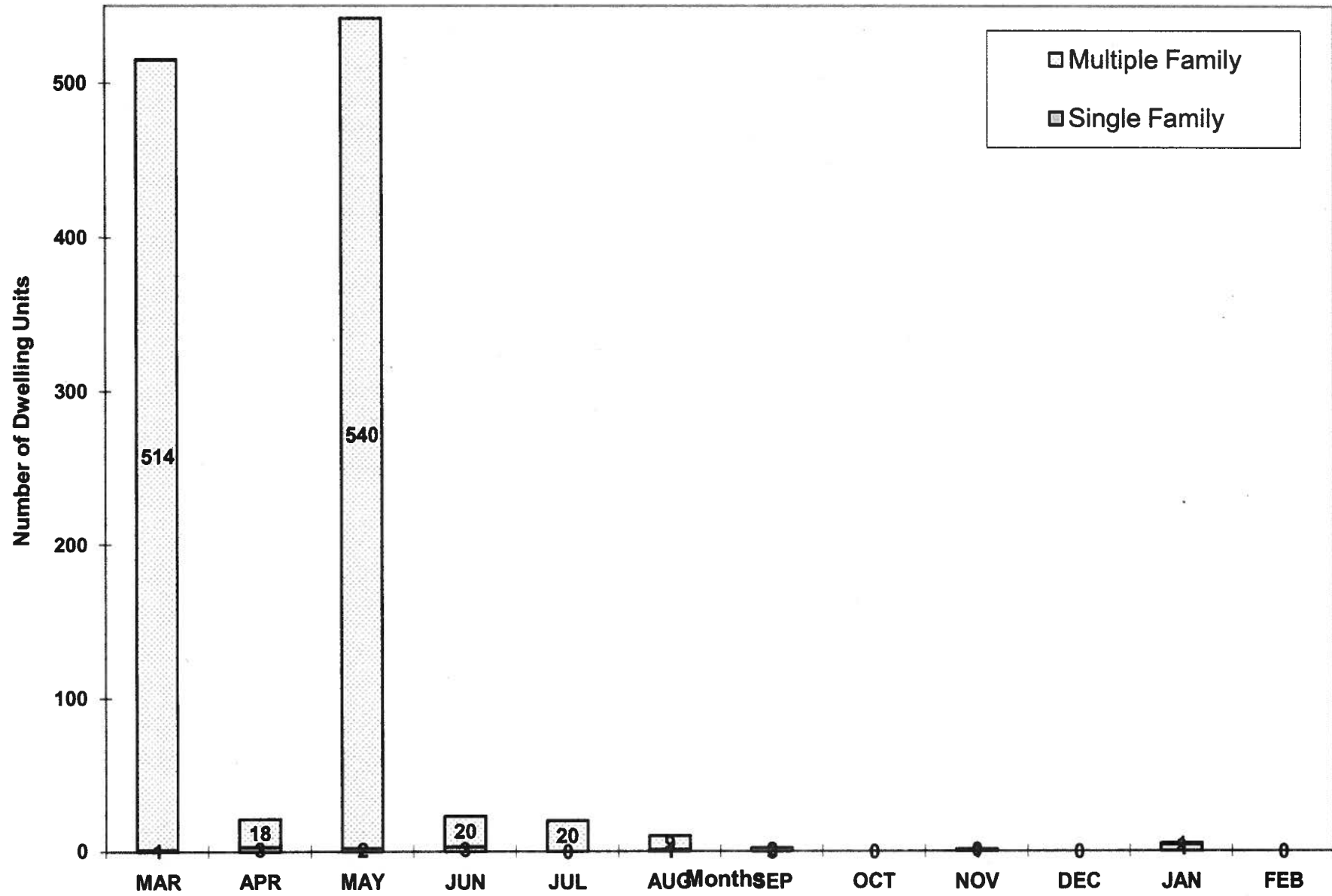
2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits

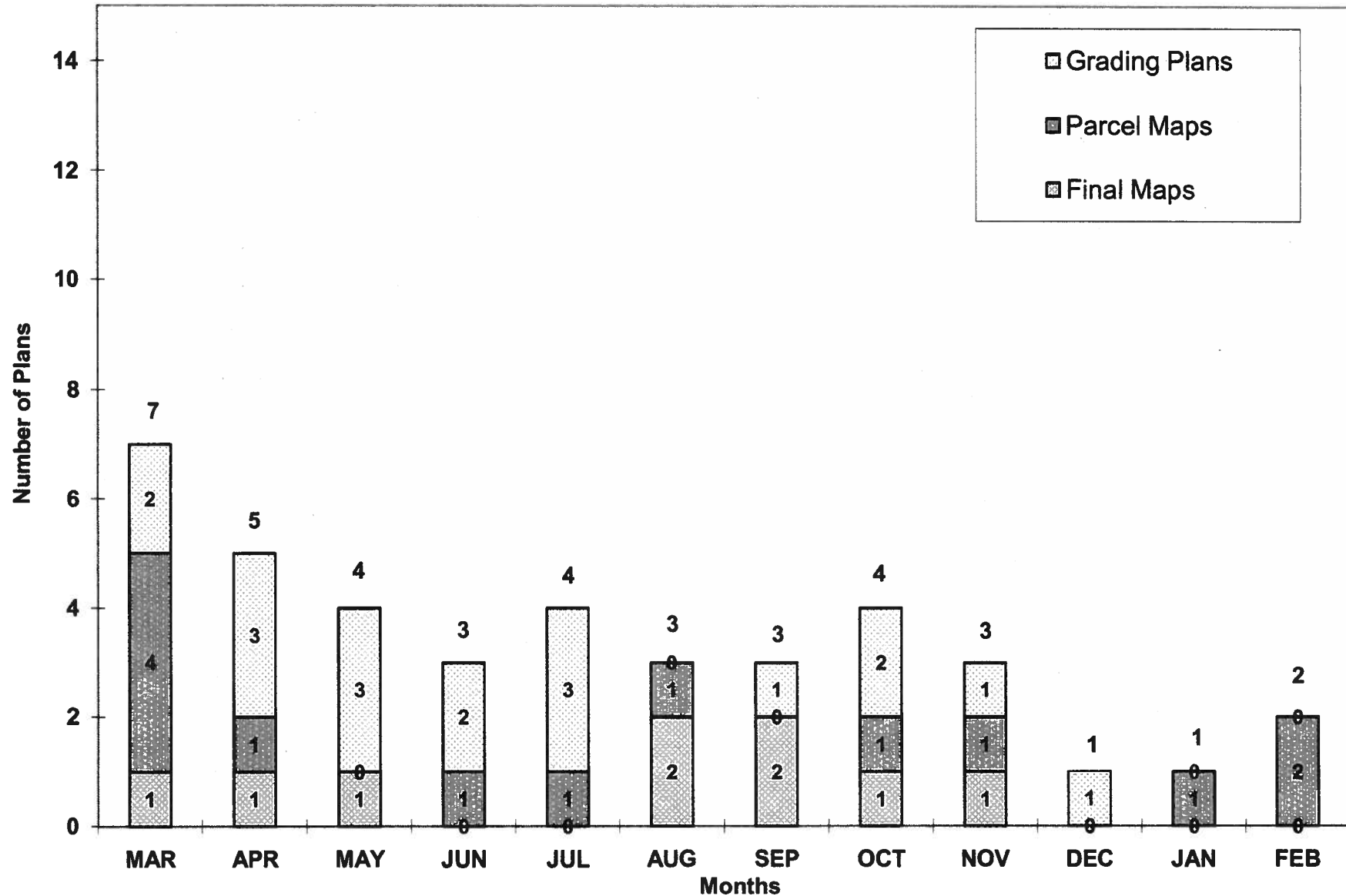


2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY

Projects Reviewed for Building Permits by the Number of Dwelling Units

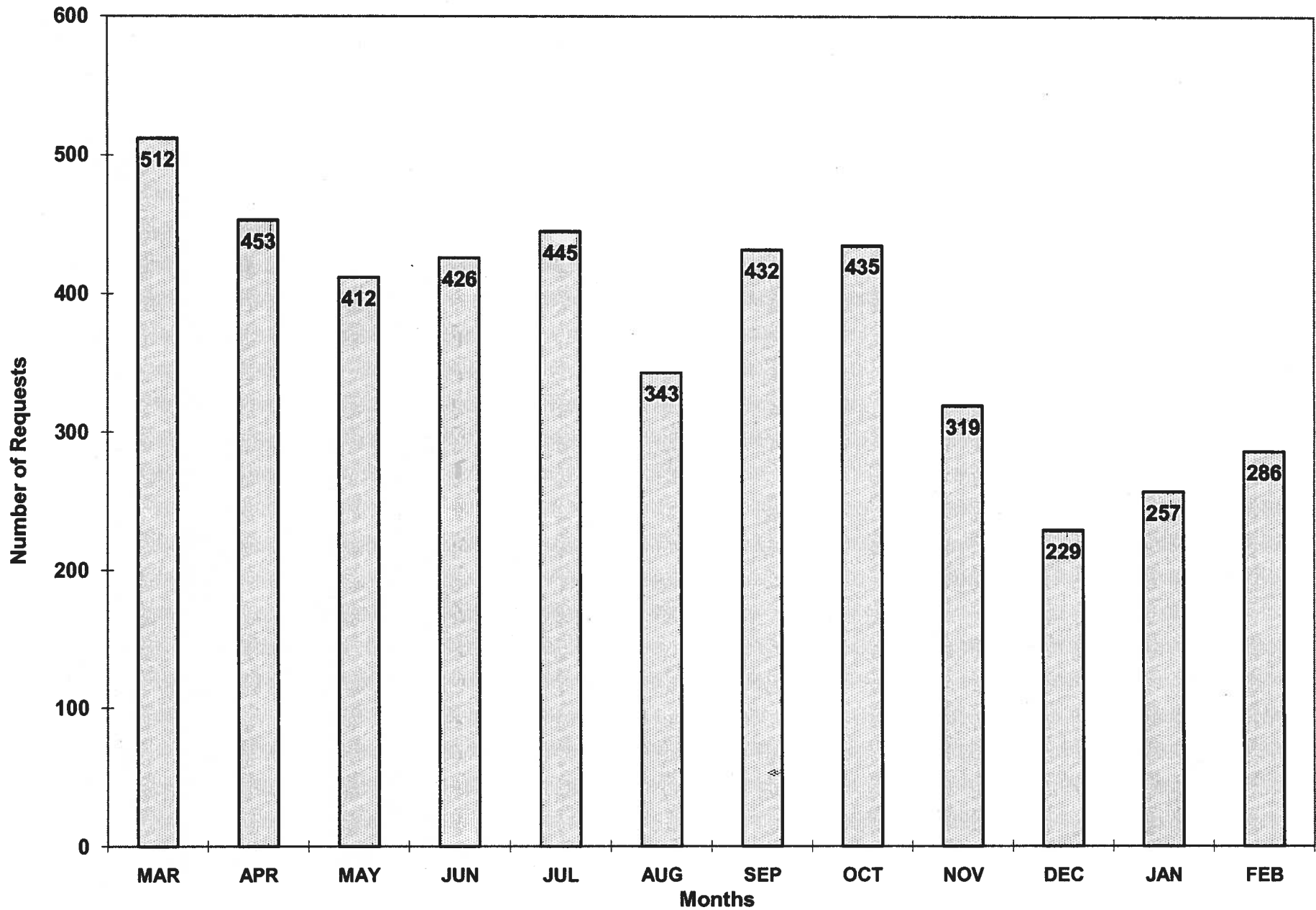


2008/2009 DEVELOPMENT DEPARTMENT PLAN CHECK ACTIVITY **Projects Reviewed for Grading Permits and Subdivisions**



2008/2009 PLANNING DEPARTMENT ACTIVITY

Estimated Counter Requests



City of Victorville

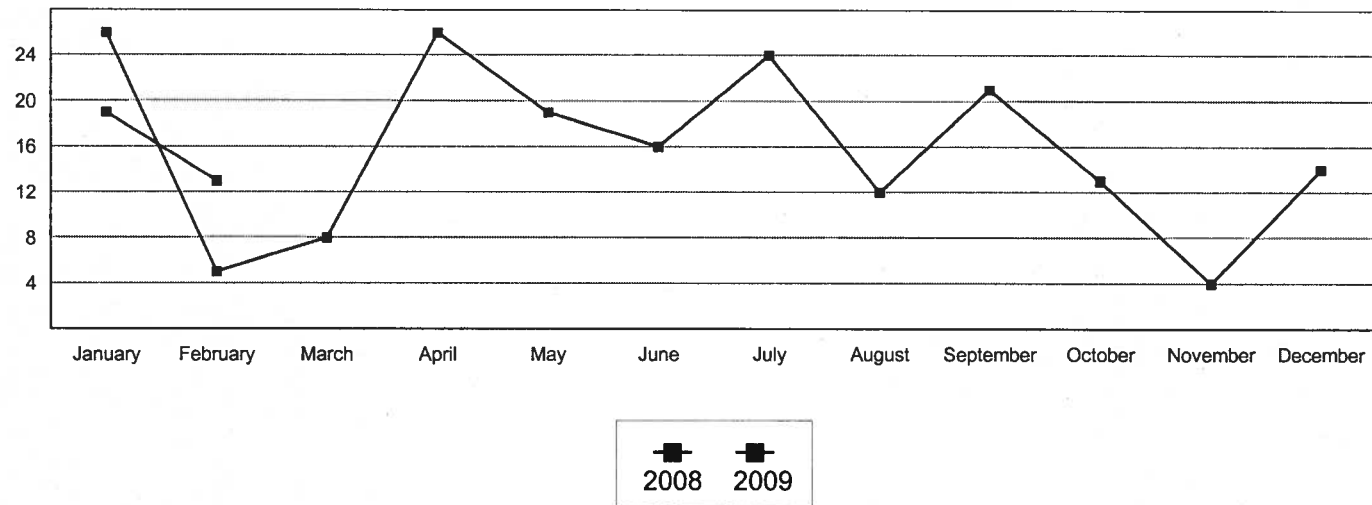
Development Department

Building Division

Year-to-Date Report of New Construction Permits Issued

	<u>Category</u>	<u>Quantity</u>	<u>Valuation</u>	<u>Sq. Ft.</u>
January	Commercial	2	\$864,320	11,035
	Mobile Homes	1	\$10,000	1
	Single Family Residences	19	\$3,235,537	42,251
February	Commercial	1	\$250,598	3,012
	Single Family Residences	13	\$2,499,074	31,415
Year-to-Date Month Total:		36	\$6,859,529	

Single Family Residences



City of Victorville

Development Department

Building Division

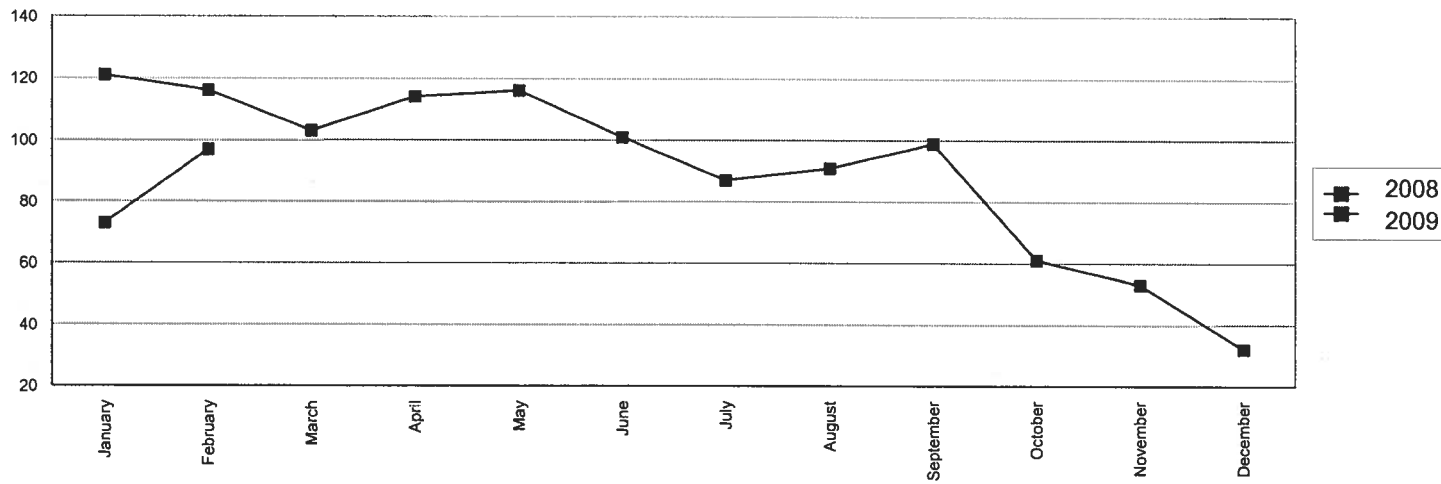
Year-To-Date Report of Miscellaneous Permits Issued

January

	3	
Miscellaneous	58	\$26,010.00
Sign	11	\$37,668.00
Swimming Pool	1	\$14,000.00
	<u>73</u>	

February

	5	
Miscellaneous	80	\$38,004.00
Sign	10	\$134,286.00
Swimming Pool	2	\$50,000.00
	<u>97</u>	



City of Victorville

Development Department

Building Division

Certificate of Occupancies Issued By RDA Area

January

VVEDA RDA

AMOUNT

2

MONTHLY TOTAL: 2

February

BEAR VALLEY RD

AMOUNT

4

HERITAGE VICTOR VALLEY MEDICAL GROUP

12370 HESPERIA RD #3

ARM WILLIAMS

12402 INDUSTRIAL BLVD #G4

LIFE CARE SOLUTIONS, INC.

12402 INDUSTRIAL BLVD #F1

DESERT CANYON INSURANCE SERVICES INC.

17330 BEAR VALLEY RD #110

EXEMPT

2

JOURNEYS #1496

14400 BEAR VALLEY RD #637

FOREVER 21

14370 BEAR VALLEY RD

OLD TOWN RDA

2

RR TAX SERVICE

15080 SEVENTH ST #1

ADAM CHAVEZ, MFT

15000 SEVENTH ST #209

VVEDA RDA

5

HAIR ZONE CUTTING EDGE

16137 GREEN TREE BLVD #4

FAJARDO LOGISTICS

15450 WEST SAND ST #103

LIBERTY TAX SERVICE

16200 BEAR VALLEY RD #101

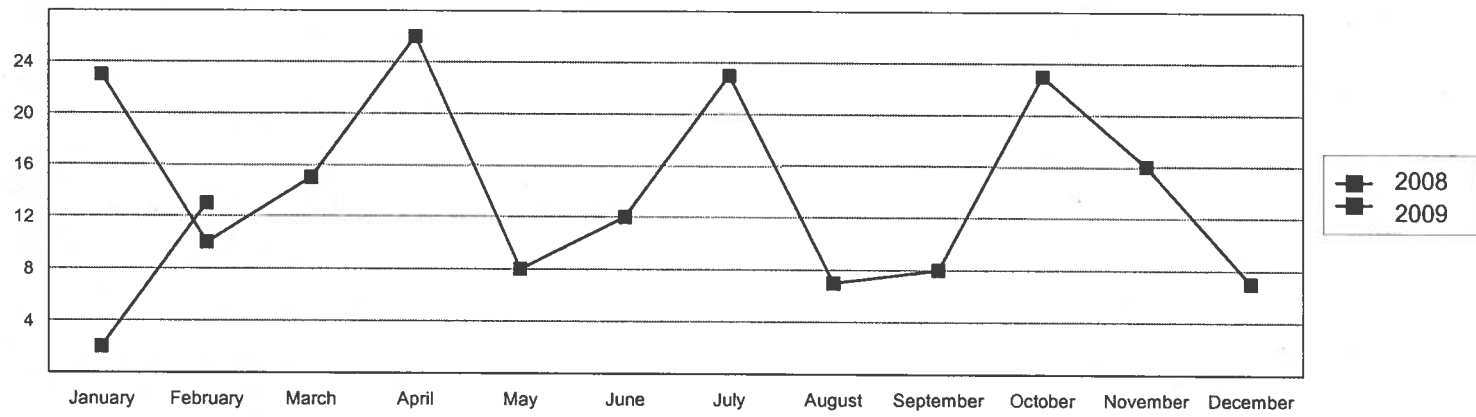
COLDWELL BANKER COMMERCIAL REAL ESTATE S

15500 WEST SAND ST #8

COLDWELL BANKER COMMERCIAL REAL ESTATE S

15500 WEST SAND ST #9

MONTHLY TOTAL: 13



City of Victorville

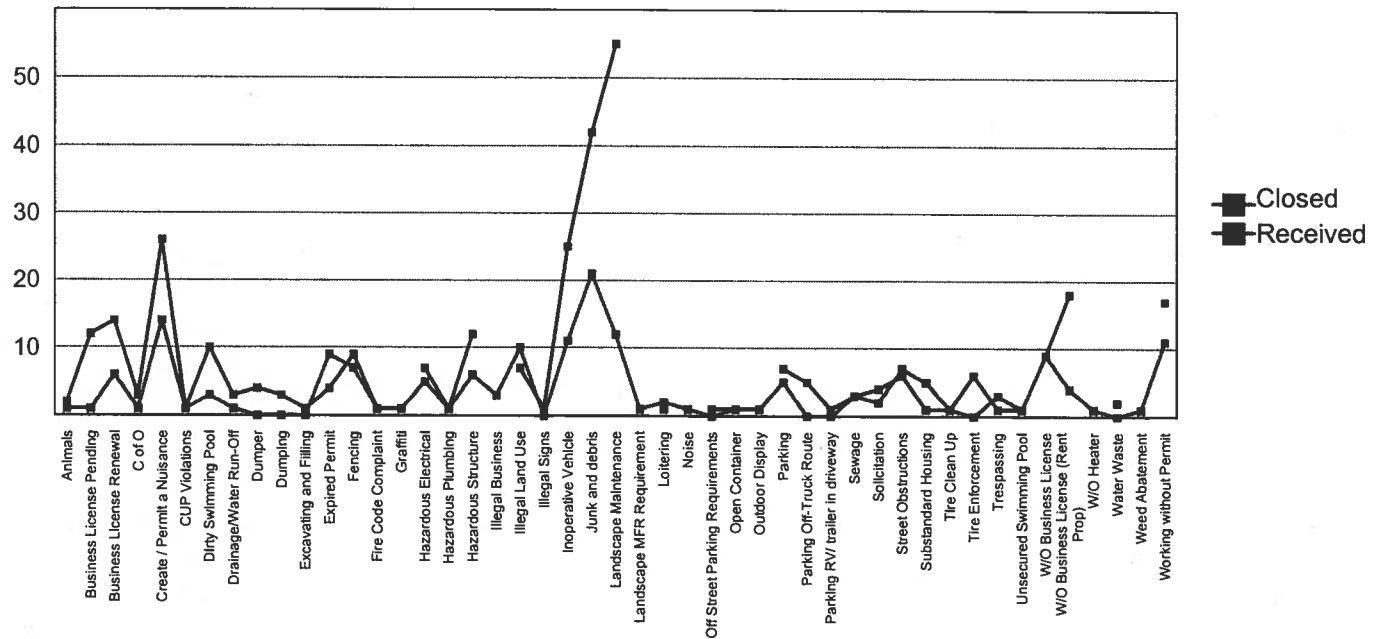
Development Department

Code Enforcement Division

Monthly Report of Code Enforcement Cases

	<u>Received</u>	<u>Closed</u>
Animals	1	2
Business License Pending	1	12
Business License Renewal	6	14
C of O	1	3
Create / Permit a Nuisance	14	26
CUP Violations	1	1
Dirty Swimming Pool	3	10
Drainage/Water Run-Off	1	3
Dumper		4
Dumping		3
Excavating and Filling		1
Expired Permit	9	4
Fencing	7	9
Fire Code Complaint	1	1
Graffiti	1	
Hazardous Electrical	5	7
Hazardous Plumbing	1	1
Hazardous Structure	6	12
Illegal Business	3	
Illegal Land Use	10	7
Illegal Signs		1
Inoperative Vehicle	11	25
Junk and debris	21	42
Landscape Maintenance	12	55
Landscape MFR Requirement	1	
Loitering	2	1
Noise	1	
Off Street Parking Requirements		1
Open Container	1	1
Outdoor Display	1	
Parking	5	7
Parking Off-Truck Route		5
Parking RV/ trailer in driveway		1
Sewage	3	3
Solicitation	2	4
Street Obstructions	7	6

Substandard Housing	5	1
Tire Clean Up	1	1
Tire Enforcement		6
Trespassing	3	1
Unsecured Swimming Pool	1	1
W/O Business License	9	9
W/O Business License (Rent Prop)	4	18
W/O Heater	1	
Water Waste		2
Weed Abatement	1	
Working without Permit	11	17



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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade 
City Engineer

DATE: March 4, 2009

SUBJECT: Release of the remaining 20% of the sewer bond for Tract 16955.

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bonds and associated Labor and Materials bond for sewer.

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

☐ No

☐ Yes/\$ Amt.: _____

Finance Director

Review and Approval _____

DISCUSSION: Woodside Homes has requested an exoneration of the sewer bond for Tract 16955. This work has been completed satisfactorily and the warranty period has been met. Therefore, the Engineering Department recommends release of the remaining 20% for the sewer bond.

Tract 16955

Sewer Bond No. 2171140

WOODSIDE HOMES

Simply the Best. By Design

February 25, 2009

City of Victorville
Engineering Dept.
Attn: Helen Wilson
14343 Civic Drive
Victorville, CA 92393

Dear Helen,

Woodside Homes hereby requests a reduction or release of the following bonds:

<u>Project</u>	<u>Tract</u>	<u>Document #</u>	<u>Description</u>	<u>Original Amount</u>	<u>Current Amount</u>	<u>Reduction/Release</u>
Serrano	16955	217 11 40	Sewer	\$60,676	\$12,135	Full Release
Serrano	16982	217 36 99	Sewer	\$263,802	\$52,760	Full Release
Serrano	16982	217 37 00	Storm Drain	\$322,465	\$64,493	Full Release
Summerset	16439	SU 5018436	Sewer	\$302,027	\$60,405	Full Release
Summerset	16439	SU 5018437	Storm Drain	\$16,500	\$16,500	Reduce to 20%
Braeburn	17130	216 92 32	Sewer	\$153,489	\$30,698	Full Release
Magnolia	17132	216 92 35	Streets	\$488,840	\$97,768	Full Release
Magnolia	17132	216 92 36	Sewer	\$155,100	\$31,020	Full Release
Magnolia	17132	216 92 37	Storm Drain	\$37,391	\$7,478	Full Release

Thanks for your assistance and please contact me if you have any questions.

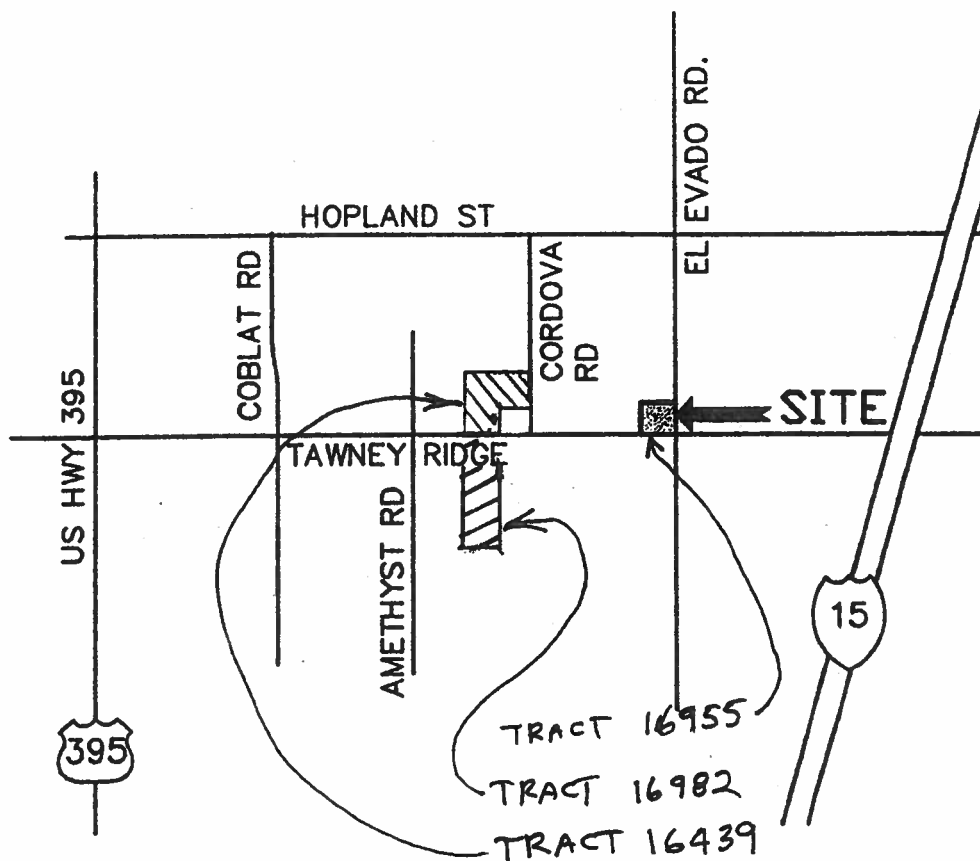
Sincerely,

Ryan Webber
Project Manager

Cc: Bob Salinas

Southern California Division

11870 Pierce Street, Suite 100 • Riverside, California 92505
Phone: (951) 710-1900 • Fax: (951) 688-8681
www.woodside-homes.com



VICINITY MAP
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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade
City Engineer

DATE: March 4, 2009

SUBJECT: Release of the remaining 20% of the sewer bond and 80% of the storm drain bond for Tract 16439

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bonds and associated Labor and Materials Bond for sewer and the 80% reduction for storm drain, faithful performance only, and its acceptance into the public maintenance system.

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

____ No

____ Yes/\$ Amt.: _____

Finance Director _____

Review and Approval _____

DISCUSSION: Woodside Homes has requested an exoneration of the sewer bond and 80% reduction of the storm drain bond for Tract 16439. The work for sewer has been completed satisfactorily and the warranty period has been met. Therefore, the Engineering Department recommends release of the remaining 20% for the sewer. As for storm drain, all work is completed satisfactorily and all repair work has been performed. The 80% reduction for storm drain is recommended as well as acceptance of the work into the public maintenance system.

WOODSIDE HOMES

Simply the Best. By Design

February 25, 2009

City of Victorville
Engineering Dept.
Attn: Helen Wilson
14343 Civic Drive
Victorville, CA 92393

Dear Helen,

Woodside Homes hereby requests a reduction or release of the following bonds:

<u>Project</u>	<u>Tract</u>	<u>Document #</u>	<u>Description</u>	<u>Original Amount</u>	<u>Current Amount</u>	<u>Reduction/Release</u>
Serrano	16955	217 11 40	Sewer	\$60,676	\$12,135	Full Release
Serrano	16982	217 36 99	Sewer	\$263,802	\$52,760	Full Release
Serrano	16982	217 37 00	Storm Drain	\$322,465	\$64,493	Full Release
Summerset	16439	SU 5018436	Sewer	\$302,027	\$60,405	Full Release
Summerset	16439	SU 5018437	Storm Drain	\$16,500	\$16,500	Reduce to 20%
Braeburn	17130	216 92 32	Sewer	\$153,489	\$30,698	Full Release
Magnolia	17132	216 92 35	Streets	\$488,840	\$97,768	Full Release
Magnolia	17132	216 92 36	Sewer	\$155,100	\$31,020	Full Release
Magnolia	17132	216 92 37	Storm Drain	\$37,391	\$7,478	Full Release

Thanks for your assistance and please contact me if you have any questions.

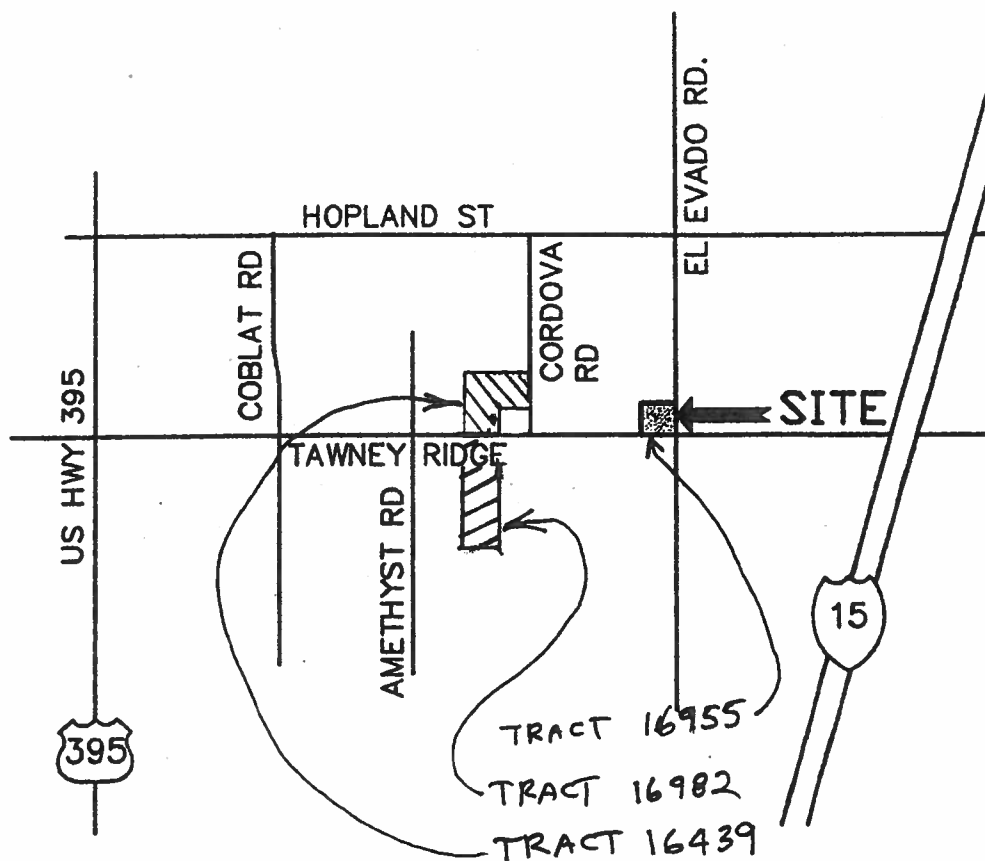
Sincerely,

Ryan Webber
Project Manager

Cc: Bob Salinas

Southern California Division

11870 Pierce Street, Suite 100 • Riverside, California 92505
Phone: (951) 710-1900 • Fax: (951) 688-8681
www.woodside-homes.com



VICINITY MAP
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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade
City Engineer

DATE: March 4, 2009

SUBJECT: Release of the remaining 20% of the sewer bond for Tract 17130.

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bonds and associated Labor and Materials Bond for sewer.

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

___ No

___ Yes/\$ Amt.: _____

Finance Director

Review and Approval _____

DISCUSSION: Woodside Homes has requested an exoneration of the sewer bond for Tract 17130. This work has been completed satisfactorily and the warranty period has been met. Therefore, the Engineering Department recommends release of the remaining 20% for the sewer bond.

Tract 17130

Sewer Bond No. 2169232

WOODSIDE HOMES

Simply the Best. By Design

February 25, 2009

City of Victorville
Engineering Dept.
Attn: Helen Wilson
14343 Civic Drive
Victorville, CA 92393

Dear Helen,

Woodside Homes hereby requests a reduction or release of the following bonds:

<u>Project</u>	<u>Tract</u>	<u>Document #</u>	<u>Description</u>	<u>Original Amount</u>	<u>Current Amount</u>	<u>Reduction/Release</u>
Serrano	16955	217 11 40	Sewer	\$60,676	\$12,135	Full Release
Serrano	16982	217 36 99	Sewer	\$263,802	\$52,760	Full Release
Serrano	16982	217 37 00	Storm Drain	\$322,465	\$64,493	Full Release
Summerset	16439	SU 5018436	Sewer	\$302,027	\$60,405	Full Release
Summerset	16439	SU 5018437	Storm Drain	\$16,500	\$16,500	Reduce to 20%
Braeburn	17130	216 92 32	Sewer	\$153,489	\$30,698	Full Release
Magnolia	17132	216 92 35	Streets	\$488,840	\$97,768	Full Release
Magnolia	17132	216 92 36	Sewer	\$155,100	\$31,020	Full Release
Magnolia	17132	216 92 37	Storm Drain	\$37,391	\$7,478	Full Release

Thanks for your assistance and please contact me if you have any questions.

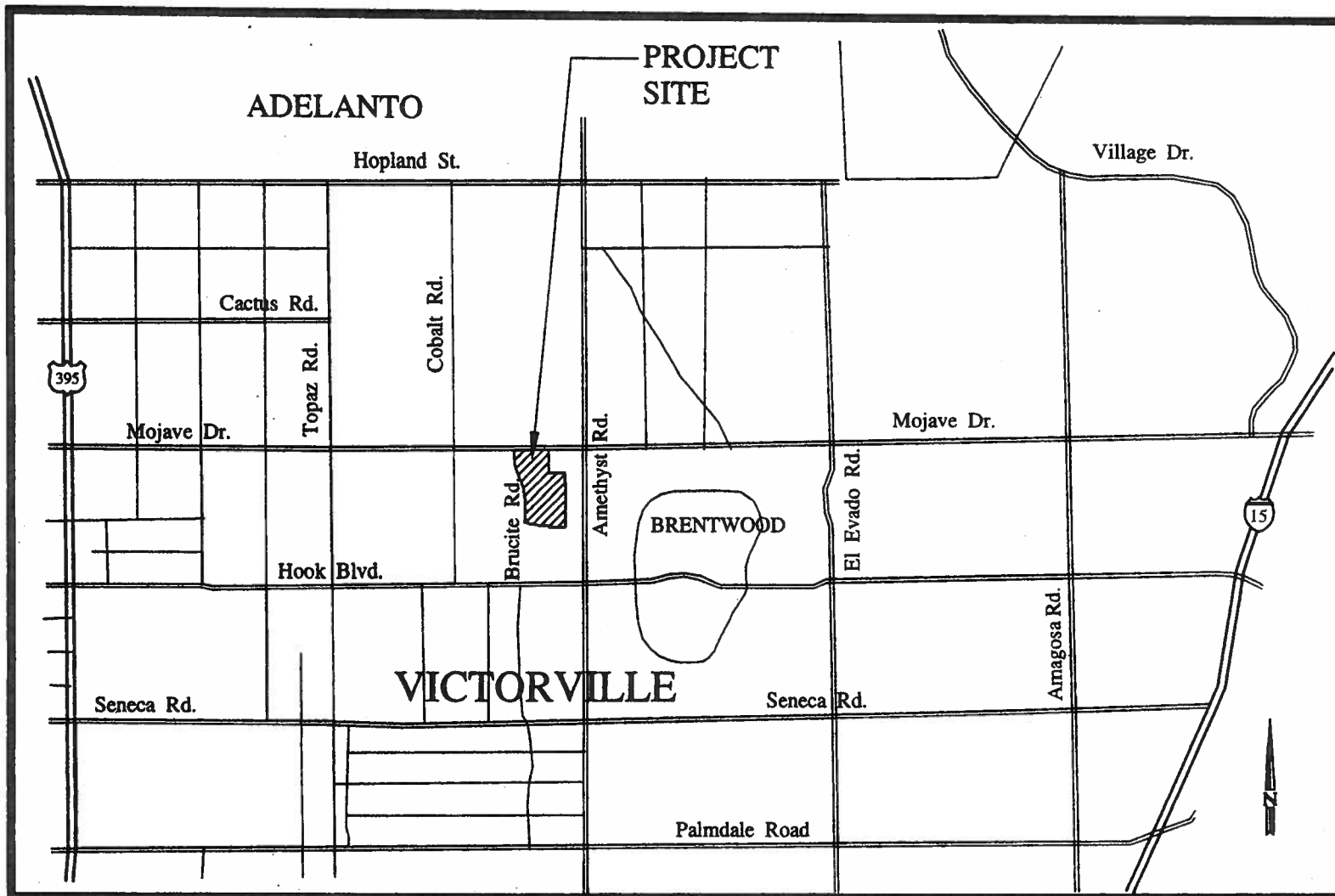
Sincerely,

Ryan Webber
Project Manager

Cc: Bob Salinas

Southern California Division

11870 Pierce Street, Suite 100 • Riverside, California 92505
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www.woodside-homes.com



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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade 
City Engineer

DATE: March 4, 2009

SUBJECT: Release of the remaining 20% of the street, sewer and storm drain bonds for Tract 17132

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bonds and associated Labor and Materials Bond for street, sewer and storm drain.

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

☐ No

☐ Yes/\$ Amt.: _____

Finance Director _____

Review and Approval _____

DISCUSSION: Woodside Homes has requested an exoneration of the street, sewer and storm drain bonds for Tract 17132. This work has been completed satisfactorily and the warranty period has been met. Therefore, the Engineering Department recommends release of the remaining 20% for the street, sewer, and storm drain bonds.

Tract 17132

Street Bond No. 2169235

Storm Drain Bond No. 2169237

Sewer Bond No. 2169236

WOODSIDE HOMES

Simply the Best. By Design

February 25, 2009

City of Victorville
Engineering Dept.
Attn: Helen Wilson
14343 Civic Drive
Victorville, CA 92393

Dear Helen,

Woodside Homes hereby requests a reduction or release of the following bonds:

<u>Project</u>	<u>Tract</u>	<u>Document #</u>	<u>Description</u>	<u>Original Amount</u>	<u>Current Amount</u>	<u>Reduction/Release</u>
Serrano	16955	217 11 40	Sewer	\$60,676	\$12,135	Full Release
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Magnolia	17132	216 92 36	Sewer	\$155,100	\$31,020	Full Release
Magnolia	17132	216 92 37	Storm Drain	\$37,391	\$7,478	Full Release

Thanks for your assistance and please contact me if you have any questions.

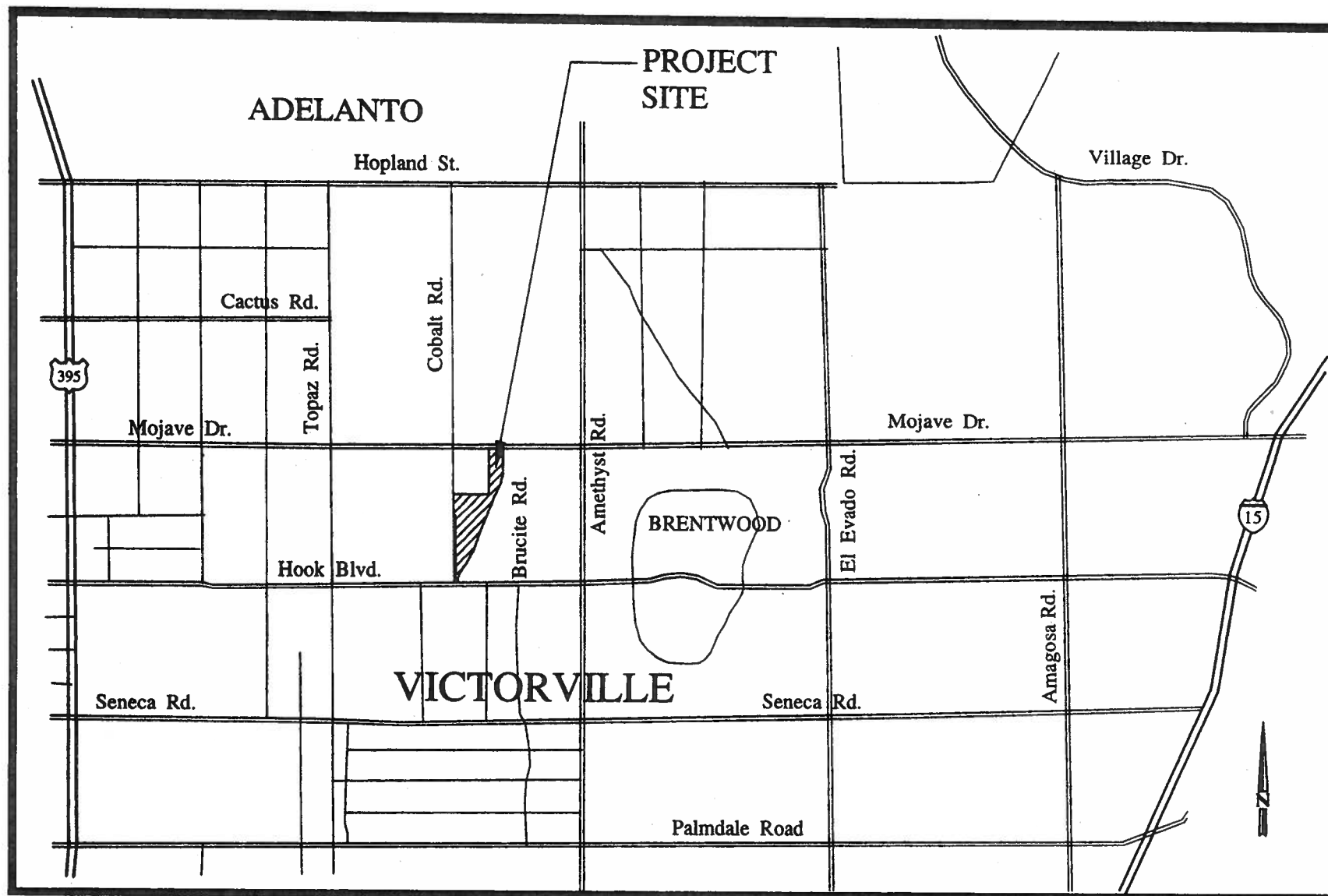
Sincerely,

Ryan Webber
Project Manager

Cc: Bob Salinas

Southern California Division

11870 Pierce Street, Suite 100 • Riverside, California 92505
Phone: (951) 710-1900 • Fax: (951) 688-8681
www.woodside-homes.com



Hall & Foreman, Inc.
 Civil Engineering • Planning • Surveying • Public Works
 9130 Anaheim Place, Ste 120 • Rancho Cucamonga, CA 91730 • 909-484-9090

453 of 566

VICINITY MAP
TRACT 17132

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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade
City Engineer

DATE: March 4, 2009

SUBJECT: Release of the remaining 20% of the sewer and storm bonds for Tract 16982

RECOMMENDATION: Approval of the remaining 20% release of the Faithful Performance Bonds and associated Labor and Materials Bond for sewer and storm drain.

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

____ No

____ Yes/\$ Amt.: _____

Finance Director

Review and Approval _____

DISCUSSION: Woodside Homes has requested an exoneration of the sewer and storm drain bond for Tract 16982. This work has been completed satisfactorily and the warranty period has been bet. Therefore, the Engineering Department recommends release of the remaining 20% for the sewer, and storm drain bonds.

Tract 16982

Storm Drain Bond No. 2173700

Sewer Bond No. 2173699

WOODSIDE HOMES

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February 25, 2009

City of Victorville
Engineering Dept.
Attn: Helen Wilson
14343 Civic Drive
Victorville, CA 92393

Dear Helen,

Woodside Homes hereby requests a reduction or release of the following bonds:

<u>Project</u>	<u>Tract</u>	<u>Document #</u>	<u>Description</u>	<u>Original Amount</u>	<u>Current Amount</u>	<u>Reduction/Release</u>
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Magnolia	17132	216 92 37	Storm Drain	\$37,391	\$7,478	Full Release

Thanks for your assistance and please contact me if you have any questions.

Sincerely,

Ryan Webber
Project Manager

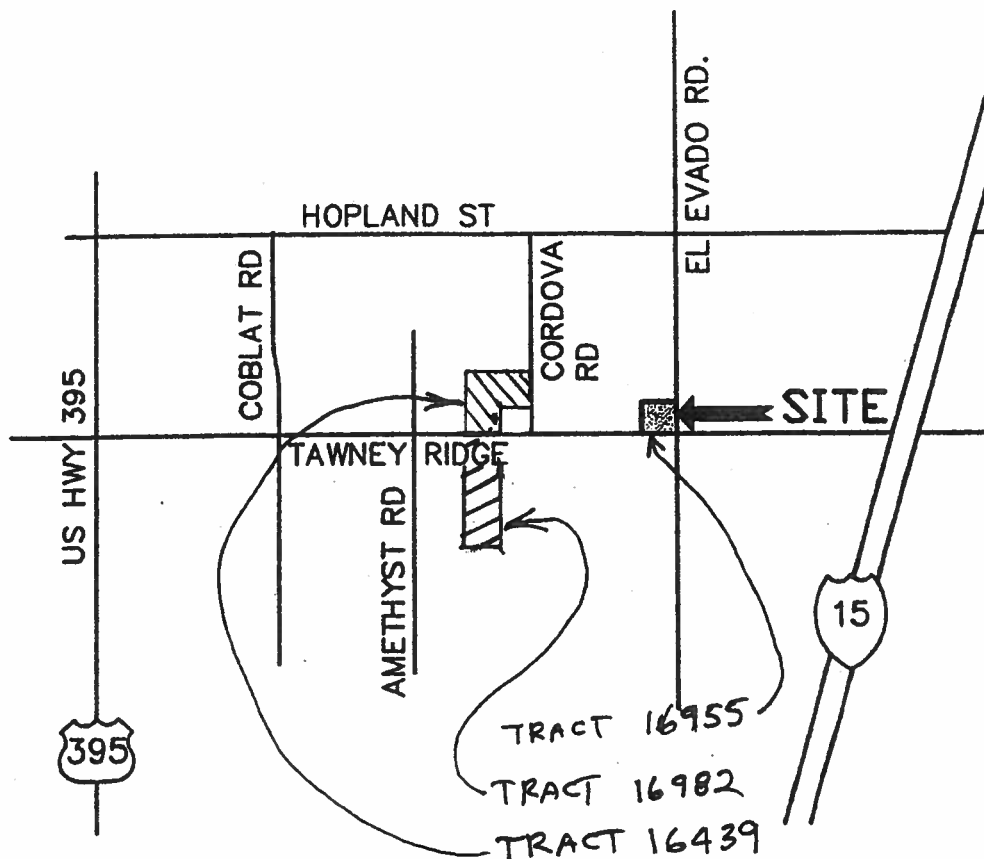
Cc: Bob Salinas

Southern California Division

11870 Pierce Street, Suite 100 • Riverside, California 92505

Phone: (951) 710-1900 • Fax: (951) 688-8681

www.woodside-homes.com



VICINITY MAP
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AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade 
City Engineer *DATE: March 4, 2009*

SUBJECT: *A 100% bond release for Monumentation of Tract 16242-1 to 3.*

RECOMMENDATION: *Approval of a 100% bond release for Monumentation.*

FISCAL IMPACT: *None*

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

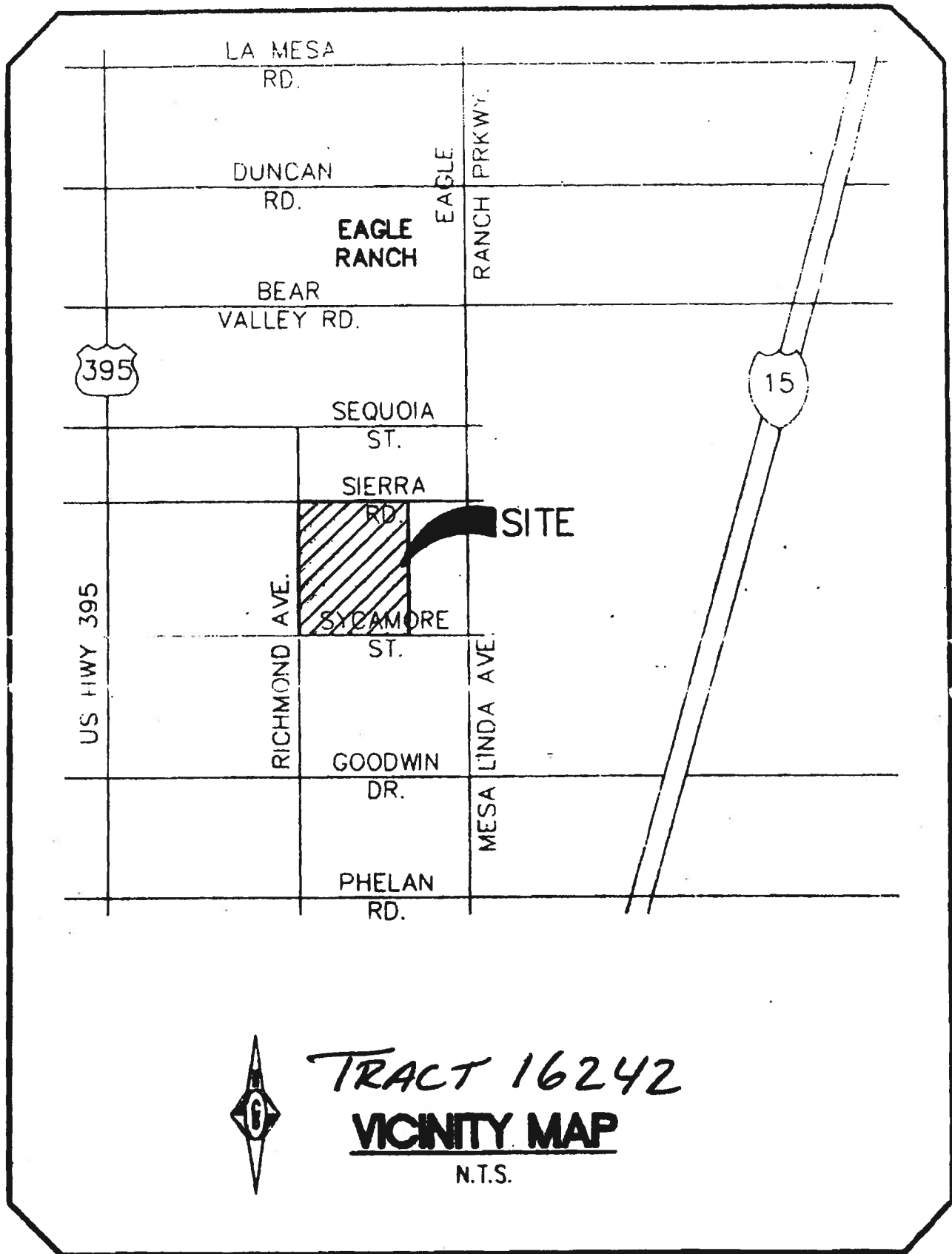
DISCUSSION: *Empire Homes has completed the required Monumentation for the Tract 16242-1 to 3. Therefore, a 100% bond release is recommended at this time.*

Tr. 16242-1 to 3 Monumentation Bond No. B36008520

Attachments

JAMc:mt

/engineeringnas/development/plancheklists/agendaitems/16242.bondrelease.monument.031709



EmpireHomes

RECEIVED
JAN 05 2009
ENGINEERING DEPT.

December 24, 2008

Mrs. Helen Wilson, Engineering Dept.
City of Victorville
P.O. Box 5001
14343 Civic Drive
Victorville, CA 92393

RE: Monument Bond Release Request
Bond # B36008520 \$15,800
Tract # 16242 (Monument)

Dear Helen,

Please process the above referenced bond for a 100% bond release. I have attached a copy of the engineer's letter and certified centerline ties with this request.

If you have any further questions, please feel free to contact Chad Brown, our Development Manager at (949) 261-5788.

Thank you for your assistance and anticipated action.

Sincerely,



Katherine Romero
Office Manager

CC: Stu Hatch, Empire Homes, General Superintendent
Chad Brown, Empire Homes



The Cornerstone Group

PSALMS 118: 22 24

December 18, 2008

Engineering
Planning · Surveying

CITY OF VICTORVILLE
ENGINEERING DEPARTMENT
14343 CIVIC DRIVE
VICTORVILLE, CA. 92392

RE: Tract 16242 – Phases 1-3 – Monumentation Bond Release Request

Engineering Department

The Cornerstone Group has determined that all the boundary monuments, centerline monuments, rear lot corners, and front pins have been set per recorded Tract Map 16242 of the above referenced Tract, and The Cornerstone Group has been paid by the client in full.

1485 Spruce Street, Suite H


Riverside, CA 92507

If you have any questions please give me a call.

951.342.0036 Tel

Thanks Sincerely,

951.342.0268 Fax


Darrel L. Tenney
L.S. 4002





AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade 
City Engineer

DATE: March 5, 2009

ATTACHED: Notice of Completion

SUBJECT: Notice of Completion, Street improvements for Air Expressway from Village Drive to National Trails Highway: Ossum Wash Channel Improvements, Air Expressway Water Pipeline Project.

RECOMMENDATION: That City Council accept as completed Street improvements for Air Expressway from Village Drive to National Trails Highway: Ossum Wash Channel Improvements, Air Expressway Water Pipeline Project.

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

☐ No

☐ Yes/\$ Amt.:

Finance Director

Review and Approval _____

DISCUSSION: *The above captioned project has been satisfactorily completed and inspected. The Engineering Department would recommend acceptance of the project and the filing of the Notice of Completion.*

RECORDING REQUESTED BY:

CITY OF VICTORVILLE

WHEN RECORDED MAIL TO:

CITY OF VICTORVILLE
ATTN: CITY CLERK
P.O. BOX 5001
VICTORVILLE, CA 92393-5001

Recording of this document is fee-exempt under Government
Code Section 6103. No Documentary Transfer Tax is due on
the document pursuant to Revenue Taxation Code Section 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**PUBLIC CONTRACT
NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

1. The FULL NAME of the OWNER is CITY OF VICTORVILLE
2. The FULL ADDRESS of the OWNER is 14343 CIVIC DRIVE, VICTORVILLE, CA 92392
3. A work of improvement on the property hereinafter described was COMPLETED January 15, 2009
4. The work of improvement completed is described as follows: Street improvements for Air Expressway from Village Drive to National Trails Highway: Ossum Wash Channel Improvements, Air Expressway Water Pipeline Project.
5. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Sully Miller Contracting Co.
6. The street address of said property is N/A
7. Assessor's Parcel Number: N/A
8. The property on which said work of improvement was completed is in the City of VICTORVILLE, County of SAN BERNARDINO, State of CALIFORNIA.

Verification of NON-INDIVIDUAL owner: I, John A. McGlade, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the City Engineer of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

3/5/09
Date

John A. McGlade
John A. McGlade, City Engineer
CITY OF VICTORVILLE

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On _____ before me, _____, personally appeared _____,
(Date) (Name and title of the officer) (Name of person signing)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Officer



AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: John A. McGlade
City Engineer

DATE: March 5, 2009

ATTACHED: Notice of Completion

SUBJECT: Notice of Completion, Bear Valley Rd and Eagle Ranch Pkwy Traffic Signal Installation and Street Improvements, Traffic signal Installation and street improvements

RECOMMENDATION: That City Council accept as completed Bear Valley Rd and Eagle Ranch Pkwy Traffic Signal Installation and Street Improvements, Traffic signal Installation and street improvements

FISCAL IMPACT: None

Budget Amount:

Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

____ No

____ Yes/\$ Amt.:

Finance Director

Review and Approval _____

DISCUSSION: *The above captioned project has been satisfactorily completed and inspected. The Engineering Department would recommend acceptance of the project and the filing of the Notice of Completion.*

JAMc:sg, Engineering Dept.

RECORDING REQUESTED BY:

CITY OF VICTORVILLE

WHEN RECORDED MAIL TO:

CITY OF VICTORVILLE
ATTN: CITY CLERK
P.O. BOX 5001
VICTORVILLE, CA 92393-5001

Recording of this document is fee-exempt under Government
Code Section 6103. No Documentary Transfer Tax is due on
the document pursuant to Revenue Taxation Code Section 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PUBLIC CONTRACT NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is CITY OF VICTORVILLE
3. The FULL ADDRESS of the OWNER is 14343 CIVIC DRIVE, VICTORVILLE, CA 92392
A work of improvement on the property hereinafter described was COMPLETED: March 5, 2009
4. The work of improvement completed is described as follows: Bear Valley Rd and Eagle Ranch Pkwy Traffic Signal Installation and Street Improvements, Traffic signal Installation and street improvements
5. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Sully Miller Contracting Co.
6. The street address of said property is N/A
7. Assessor's Parcel Number: N/A
8. The property on which said work of improvement was completed is in the City of VICTORVILLE, County of SAN BERNARDINO, State of CALIFORNIA.

Verification of NON-INDIVIDUAL owner: I, John A. McGlade, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the City Engineer of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

3/5/09
Date

John A. McGlade
John A. McGlade, City Engineer
CITY OF VICTORVILLE

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On _____ before me, _____, personally appeared _____,
(Date) (Name and title of the officer) (Name of person signing)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Officer



AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: James L. Cox *JLC/CJB/mw* **DATE:** March 10, 2009
City Manager
By: Charles J. Buquet
Risk Manager

SUBJECT: PRESENTATION OF REQUEST FOR DENIAL OF CLAIM AGAINST
THE CITY OF VICTORVILLE NO. 09-07 (VERIZON)

RECOMMENDATION: That your Honorable City Council deny Claim No: 09-07
(Verizon) with referral to staff.

FISCAL IMPACT:

Budget Amount:

Budget Acct. No.:

---Finance Dept. Use Only---

Additional Appropriation:

No _____

Yes _____/\$Amt.: _____

Finance Director Review &

Approval _____

DISCUSSION:

Claim No. 09-07 was received by the City on February 17, 2009 from CMR Claims Department on behalf of Verizon. The claim alleges damage to cable and conduit while drilling at SCLA on December 11, 2008.

JLC/CJB/mw
Attachments



CMR CLAIMS DEPARTMENT
P.O. BOX 60770
OKLAHOMA CITY, OK 73146-0770
1-866-887-4066

*******NOTICE OF CLAIM*******

Date: 02-09-2009

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

09-01

RECEIVED

FEB 17 2009

City Clerk's Office

To: CITY OF VICTORVILLE
CITY CLERK
14343 CIVIC DRIVE
VICTORVILLE, CA 92392

CERTIFIED MAIL# 91 7108 2133 3934 8915 4405

RE: Damage to Verizon Property

Verizon Claim Num: CAPR090091
Damage/Discovery Date: 12-11-2008
Damage Location: AEROSPACE (OLD SAGE ST) APPROX 1000' EAST OF PHANTOM
WEST, VICTORVILLE, CA
Damage County: SAN BERNARDINO
Damage Amount: UNDETERMINED

Dear Sir/Madam:

Please be advised that **Verizon** Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of CITY OF VICTORVILLE.

Investigation has revealed that on or about 12-11-2008 employees or agents of CITY OF VICTORVILLE, MWHC DAMAGED A VERIZON 900 PAIR U.G. CABLE AND CONDUIT WHILE DRILLING AT THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT in the area of AEROSPACE (OLD SAGE ST) APPROX 1000' EAST OF PHANTOM WEST, VICTORVILLE, CA.

This letter is the written presentment of Verizon's claim pursuant to California Government Code 910-911.

REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,
Holly Finley

CMR Claims DEPT

NOTARY

Commission Expires





AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Jon E. Gargan
Director of Community Services

DATE: March 5, 2009

ATTACHED: Release of Faithful Performance, Labor and Materials Bonds for Tract 15395.

SUBJECT: **REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE, LABOR AND MATERIALS BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 15395.**

TRACT	BOND NO.	AMOUNT
15395	Faithful Performance Bond # SU5005518	\$14,437.09
	Labor and Materials Bond	\$ 7,218.55

Developer: New West Home
450 Newport Center Drive, Suite 480
Newport, CA 92660

RECOMMENDATION: That the City Council approve the 80% release of bonds in the amount of \$ 21,655.64.

FISCAL IMPACT: None

Budget Amount: _____

Budget Account No. _____

—Finance Dept. Use Only—

Additional Appropriation:

☒ No

☐ Yes/\$Amount: _____ Finance Director Review &

Approval

John G. Sullivan

DISCUSSION: The developer, New West Home, has completed the required landscaping improvements along Luna Road and Mesa Linda Avenue Tract 15395. It is requested that 80% of the Faithful Performance and Labor and Materials Bonds be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the bonds will be held until the one-year warranty period has been fulfilled. A request for the full release of the Faithful Performance, Labor and Materials Bonds will be submitted for the City Council meeting on April 6, 2010, at the end of the required warranty period. Copies of the bonds and a site map are on file with the City Clerk and are available for review.

JEG:RS:jm

Attachments: Bonds SU5005518
Map

Consent
#50
3-17-09



Subdivision Bond
Faithful Performance

Bond No. SU5005518
Premium \$217.00

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That New West @ Luna, LLC. as Principal, and Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri and authorized to transact surety business in the State of California, as Surety are held and firmly bound unto City of Victorville in the sum of Eighteen Thousand Forty Six & 36/100 Dollars (\$18,046.38), for 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 OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated _____, _____, with the City of Victorville to do and perform the following work, to wit:

→ Landscape Assessment for Tract 15400 (Mesa Linda Avenue)

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to 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 Irvine, California this 18th day of February, 2004.

New West at Luna, LLC.
(Principal) (Seal)

By: _____

Arch Insurance Company
(Surety) (Seal)

By: _____
Janina Monroe, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6907

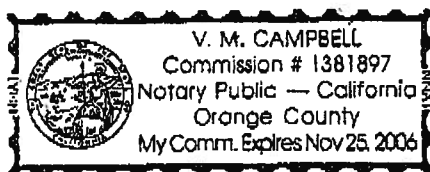
State of California

County of Orange

On FEB 18 2004 before me, V.M. Campbell, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Janina Monroe
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.

V.M. Campbell

SIGNATURE OF NOTARY

V.M. Campbell, Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That New West @ Luna, LLC, as Principal, and Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri and authorized to transact surety business in the State of California, as Surety are held and firmly bound unto California in the sum of Nine Thousand Twenty Three & 19/100 Dollars (\$9,023.19), for 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, dated _____, _____, with the City of Victorville to do and perform the following work, to wit:

Landscape Assessment for Tract 15400 (Mesa Linda Avenue)

NOW, THEREFORE, if the above-bounden Principal shall pay all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: 18th day of February, 2004.

New West at Luna, LLC.

(Principal)

(Seal)

By: _____

Arch Insurance Company

(Surety)

(Seal)

By: _____

Janina Monroe Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6907

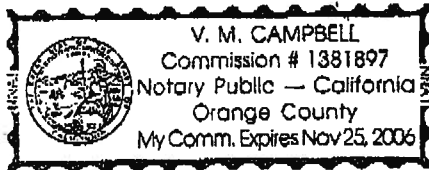
State of California

County of Orange

On FEB 18 2004 before me, V.M. Campbell, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Janina Monroe
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.

V.M. Campbell
SIGNATURE OF NOTARY

V.M. Campbell, Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Victoria M. Campbell, Thomas G. McCall and Janina Monroe of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

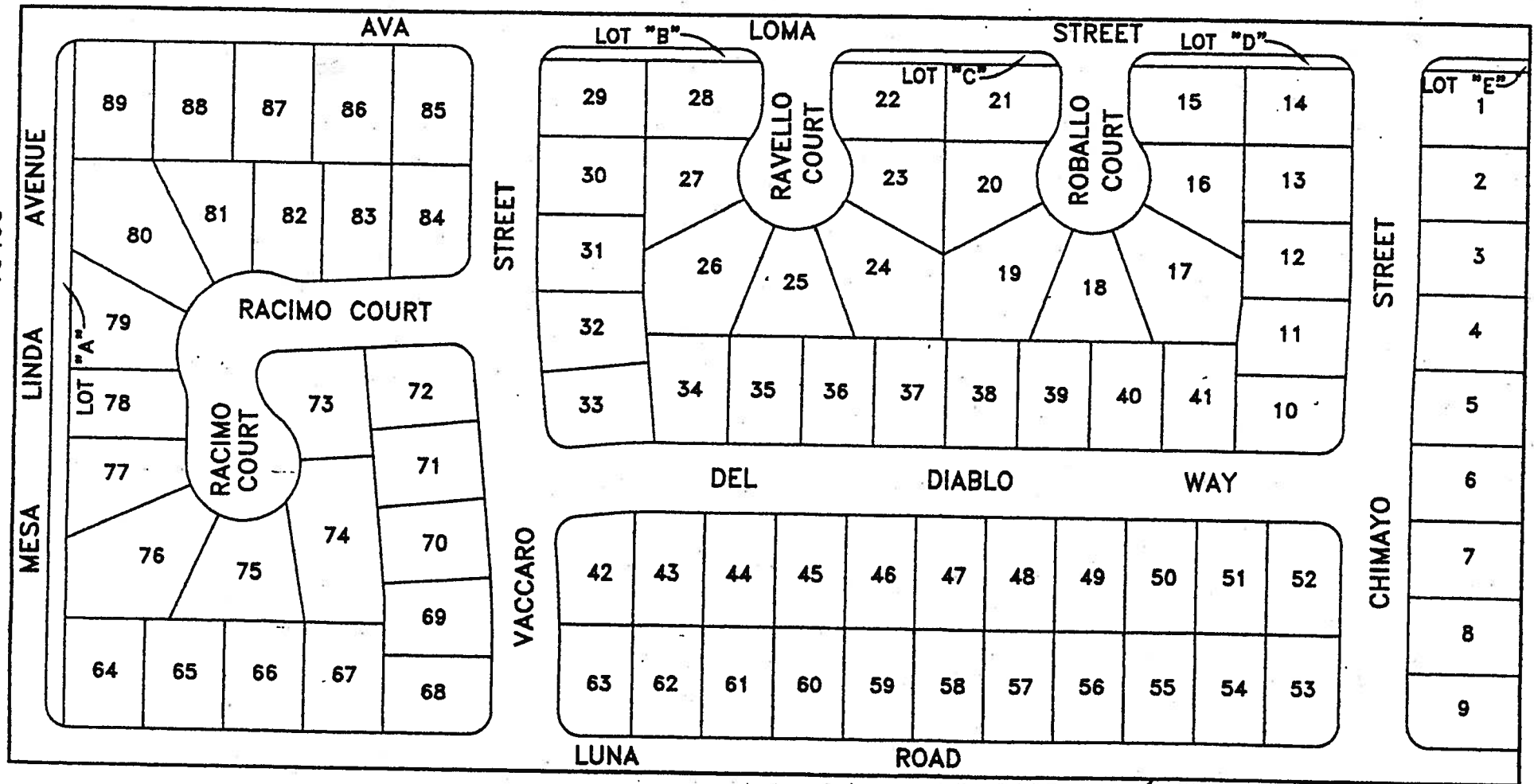
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman, of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

15400/15395



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INTENTIONALLY**



AGENDA ITEM

CONSENT CALENDAR

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Jon E. Gargan 
Director of Community Services

DATE: March 5, 2009

ATTACHED: Release of Faithful Performance, Labor and Materials Bonds for Tract 16652.

SUBJECT: **REQUESTING THE 80% RELEASE OF FAITHFUL PERFORMANCE, LABOR AND MATERIALS BONDS FOR LANDSCAPING IMPROVEMENTS FOR TRACT 16652.**

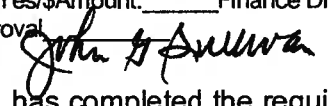
TRACT	BOND NO.	AMOUNT
16652	Faithful Performance Bond # 735291S	\$ 183,569.76
	Labor and Materials Bond # 735291S	\$ 91,784.88

Developer: Pacific Communities
1000 Dove Street, Suite 100
New Port Beach, CA 92660

RECOMMENDATION: That the City Council approve the 80% release of bonds in the amount of \$ 275,354.64.

FISCAL IMPACT: None

Budget Amount: _____
Budget Account No. _____

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


DISCUSSION: The developer, Pacific Communities, has completed the required landscaping improvements along Blue Canyon Road, Eccles Lane and Crespin Court for Tract 16652. Therefore, it is recommended that 80% of the Faithful Performance and Labor and Materials Bonds be released at this time, as per (Ordinance 999 § 1 (part) 1985. The remaining 20% of the bonds will be held until the one-year warranty period has been fulfilled. A request for the full release of the Faithful Performance, Labor and Materials Bonds will be submitted for the City Council meeting on March 16, 2010, at the end of the required warranty period. Copies of the bonds and a site map are on file with the City Clerk and are available for review.

JEG:RS:jm 

Attachments: Bonds.
Map



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. 735291S

\$ 3,641.00 premium is for
a term of TWO year(s)

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Pinehurst, 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

City of Victorville

as Oblige, in the sum of Two Hundred Twenty Nine Thousand Four Hundred Sixty Two and 20/100
(\$ 229,462.20) 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. 16652
landscaping improv. entered into an agreement or agreements with said Oblige to complete the improvements specified in
said agreement or agreements.

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

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said
Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Ontario,
California, this 8th day of February, 2006
YEAR

"PRINCIPAL"

"SURETY"

Pinehurst, LLC, A California Limited Liability Company
BY: Pacific Communities Builder, INC.
its Manager

BY: Nelson Chung, its President

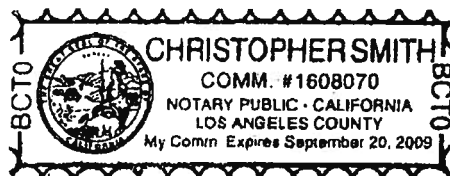
Developers Surety and Indemnity Company
BY: Kelly A. Saitman
Kelly A. Saitman Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Orange > SS.

On 02/10/06 before me, Christopher Smith, Notary Public, personally appeared Nelson Chung, 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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

SS.

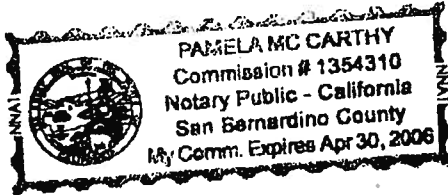
On February 8, 2006 before me, Pamela McCarthy, Notary Public

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

Personally appeared Kelly A. Saitman

Name(s) of Signer(s)

- ☒ 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 she executed the same in her authorized capacity, and that by her 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.

Pamela McCarthy
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

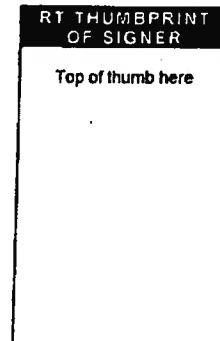
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title _____
☐ Partner -- ☐ Limited ☐ General
☒ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
Other: _____

Signer is Representing: _____





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. 735291S

PREMIUM INCLUDED
IN PERFORMANCE BOND.

SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Pinehurst, 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

City of Victorville

as Obligor, in the sum of One Hundred Fourteen Thousand Seven Hundred Thirty One and 10/100
(\$ 114,731.10) 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 Obligor for the improvements in the

subdivision designated as (Tract/Parcel) Map No. 16652 Landscape improvements, as required
by 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 Ontario,
California, this 8th day of February, 2006
YEAR

"PRINCIPAL"

"SURETY"

Pinehurst LLC, A California Limited Liability Company

Developers Surety and Indemnity Company

By: Pacific Communities Builder, Inc.
its Manager

BY: Kelly A. Saltman
Attorney-in-Fact

BY: Nelson Chung, its President

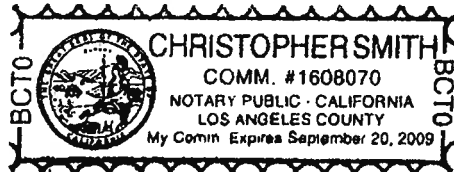
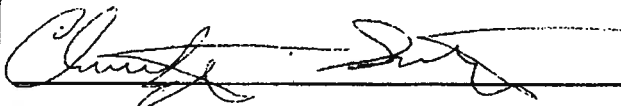
ACKNOWLEDGMENT

State of California
County of Orange

> SS.

On **02/10/06** before me, **Christopher Smith, Notary Public**, personally appeared **Nelson Chung**, 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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

ss.

On February 8, 2006

before me, Pamela McCarthy, Notary Public

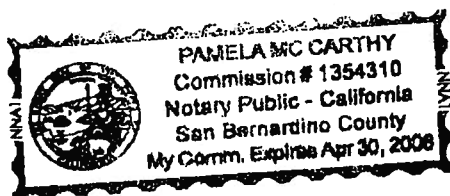
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Kelly A. Saitman

Name(s) of Signer(s)

- ☒ 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 she executed the same in her authorized capacity, and that by her 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.

Pamela McCarthy
 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 _____
☐ Partner -- ☐ Limited ☐ General
☒ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
 Other: _____

RT THUMBPRINT
 OF SIGNER

Top of thumb here

Signer is Representing: _____

**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:

Jay P. Freeman, Kelly A. Saitman, Janet L. Miller, Pamela McCarthy, 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 December, 2005.

By: 
David H. Rhodes, Executive Vice-President

By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), 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 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



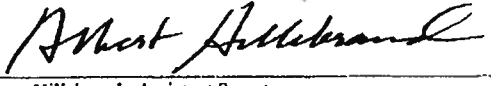
(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, 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 8th day of February, 2006.

By: 
Albert Hillebrand, Assistant Secretary

BOND RIDER

T16652

DEVELOPERS SURETY AND INDEMNITY COMPANY

17780 FITCH SUITE 200, IRVINE CA 92614

DATE OF NOTICE	BOND NUMBER	TYPE OF BOND	LICENSE #
2/17/2006	735291S	Subdivision Improv	

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions agreements, or warranties of the above mentioned bond, other than stated below.

OBLIGEE:

City Of Victorville
14343 Civic Drive
Victorville CA 92393

Gentlemen:

This Rider is to be attached to and form a part of the above captioned bond effective 02/08/06.
This Rider is on behalf of Pinehurst LLC

understood and agreed, effective from above date, that:

Amend Premium to Read: \$3,671.00

Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 17 day of February, 2006

By Lori D Cunningham
Lori D Cunningham, Attorney-In-Fact

PRODUCER:

Driver Alliant Ins Srvs Inc
3270 Inland Empire Blvd 100
Ontario CA 91764

**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:

Blaine D. Williamson, Geri M. Burnett, Morag A. Corey, Lori D. Cunningham, Sean Fllnn, Eric Englund, 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



STATE OF CALIFORNIA)

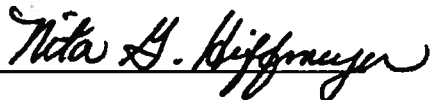
COUNTY OF ORANGE)

)SS.

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






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 17th day of February, 2006.

By: 
David L. Kerrigan, Executive Vice-President

PARCEL 4
P.M. 7390, P.M.B. 82/16-17



VVC, Inc.
14297 Cajon St., Suite 101
Victorville, CA., 92392-2335
(760) 241-0595

**TRACT 16652
TRACT LAYOUT**

PINEHURST, LLC.

**EXHIBIT
D**

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INTENTIONALLY**



City of Victorville

AGENDA ITEM CONSENT CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY: Amer Jakher *AJ*
Director of Public Works

DATE: 3/4/09

SUBJECT: Federal Stimulus Update

RECOMMENDATION: The following item is informational in nature and requires no Council action.

FISCAL IMPACT: N/A

Budget Amount: N/A

Budget Acct. No.: N/A

--Finance Department Use Only--
Additional Appropriation:

☐ No
☐ Yes/\$ Amt.:

Finance Director Review and Approval _____

DISCUSSION: This staff report serves as an informational update to the status of Federal Stimulus funding. More specifically, it is intended to inform Council of the status of funding sources that are being pursued by staff.

Public Works is acting as a clearing house for Federal Stimulus funding opportunities by locating and matching specific grants to departmental needs. After soliciting input, Public Works was provided a list from departments which identified projects they believe would qualify for stimulus funding. When a funding opportunity is identified by Public Works staff, Public Works will forward the appropriate information to the qualifying department, i.e., grant forms, contact information, deadline information, etc. Public Works will continue to play a supportive role should a department have questions or comments regarding the grant application process.

The attached document will be updated as the status of grant applications changes and will be included as an informational item for each council meeting.

Staff remains available for any questions or comments.

AJ/bas

Federal Stimulus Funding Update

Eligible Use of Funds	Lead Department	Funding Source	Amount Applied For	Amount Available	Projected Award Notification Date	Status
Wastewater Projects	Public Works	State Revolving Fund	\$31,000,000	\$300,000,000 est.	6/15/09	Pre application was submitted last week of April. Full application is underway.
Road Projects	Public Works	Highway Infrastructure	\$1,350,000	\$6,750,000	3/2/09	SANBAG decided to allocate all funds to the I-215 project in San Bernardino
Gang Prevention	Public Works	Federal Appropriation (Omnibus)	\$80,000	N/A	4/1/09	This is not a Federal Stimulus item. It was included as an appropriation item sponsored by Congressman Buck McKeon
Photovoltaic Panels (Hook Community Center & Westwinds Sports Center)	Community Services	Department of Energy	\$1,100,000	\$272,000,000	TBD	Application in progress
Underground electrical line, electrical substation 33kv/12kv, electrical substation (115kv/33kv), smart metering system, smart grid upgrades, solar PV system	Utilities	Department of Energy	\$17,050,000	\$272,000,000	TBD	Application in progress



AGENDA ITEM

WRITTEN COMMUNICATION

CITY COUNCIL MEETING OF: MARCH 3, 2009

SUBMITTED BY:

John A. McGlade
City Engineer

DATE: February 23, 2009

SUBJECT: Award of Construction Contract to 4-Con Engineering, Inc. for the SCLA Industrial Wastewater Treatment Plant Subcontract Package 1, Site Civil, Tanks, Structural and Utilities.

RECOMMENDATION: It is recommended that the City Council approved the 4-Con Engineering, Inc. contract for the SCLA Industrial Wastewater Treatment Plant.

FISCAL IMPACT: \$5,490,100

Budget Amount: \$15,000,000
Budget Acct. No.: 25100

-- Finance Department Use Only --

Additional Appropriation:

☒ No
☐ Yes / \$ Amount: _____

Finance Director Review and Approval:

DISCUSSION:

On February 17, 2009 at a special City Council workshop, Keith Metzler, Director of Economic Development, presented the SCLA Infrastructure Funding Program. Infrastructure such as the SCLA Industrial Wastewater Treatment Plant (IWWTP), domestic and industrial sewer lines, road, storm drain, traffic signal, fence, reclaimed and domestic water lines and elevated storage tank. The Council unanimously approved the funding recommendations in the program. Accordingly, cash from the restricted sanitary fund shall be used to fund construction projects for an intermediate term, until proceeds are realized through a bond sale.

The bids for the first construction contract for the SCLA Industrial Wastewater Treatment Plant (IWWTP) were received on December 22, 2008. A total of 5 bids were received, as follows;

4-Con Eng	\$ 4,991,000.00
JBH Structural	\$ 5,188,864.00
Metro Builders & Eng.	\$ 5,229,236.63
Pacific HydroTech	\$ 5,718,200.00

Cora Constructors	\$ 6,470,001.00
Riverside Construction	\$ 6,840,000.00

The City's Construction Manager, Benham DB, Inc. reviewed the submittals of the three lowest bids. The low bidder, 4-Con Engineering, Inc., was interviewed. As a result, Benham has made a recommendation that the contract be awarded to 4-Con Engineering, Inc. in an amount of \$4,991,000.

Staff recommends appropriating an amount of \$5,490,100, inclusive of a 10% contingency, and award of Contract to 4-Con Engineering, Inc., in the amount of \$4,991,000. The initial funding for this contract shall come from Operation and Maintenance Sanitary Funds.

JMcG/di



an SAIC company

Benham DB, Inc

622 Emerson Road, Suite 600
St. Louis, MO 63141-6728

Telephone 314.821.7017
Fax 314.821.8499

info@benham.com
www.benham.com
www.saic.com

February 11, 2009

City of Victorville

Attn: John McGlade, PE LS
14343 Civic Center Drive
Victorville, CA 92392

Re: Recommendation to Award
Subcontract Package 1
Site Civil Tanks Structural and Utilities
SCLA Central Wastewater Treatment Facility

Dear Sean:

Benham DB, Inc., as the City of Victorville's Construction Manager, Agent, recommends the award of Subcontract Package 1, Site Civil Tanks Structural and Utilities, for the SCLA Central Wastewater Treatment Facility to 4-Con Engineering, Inc.

4-Con's bid of \$ 4,991,000 was the low bid as submitted at bid closing in the proper form and complete with the necessary supporting data. The bid was reviewed at a post bid interview conducted at Victorville City Hall attended by you, Woodard & Curran, the Engineer of Record, and chaired by Benham DB, Inc. The review found the bid as presented to be complete.

If you have questions or require additional information, please do not hesitate to call me at 314-315-8530 or 314-477-8387 or Lauson Kostka at 314-456-9887.

Sincerely,

Benham DB, Inc.

A handwritten signature in black ink, appearing to read "Bill Faulds", is written over a horizontal line.

Bill Faulds
Senior Project Manager

cc: R Lamson, PE LS
K C Metzler
H L Kostka



RECEIVED
FEB 23 2009
ENGINEERING DEPT.

February 23, 2009

VIA CERT. MAIL 7002 0460 0003 7616 4707

CITY OF VICTORVILLE

14343 Civic Drive
P.O. Box 5001
Victorville, CA 92393-5001

Attention: Sean McGlade, City Engineer
(760) 955-5000, Fax (760) 955-5159, SMcGlade@ci.victorville.ca.us

Subject: **Letter of Bid Time Extension**
SCLA WASTEWATER TREATMENT PLANT
Bid Date: December 22, 2008

Mr. McGlade,

Our current bid proposal for the SCLA Wastewater Treatment Plant is scheduled to expire on February 20, 2009.

4-Con Engineering, Inc. agrees to extend our bid proposal an additional 30 Calendar Days to March 22, 2009.

If you should have any questions, please feel free to contact me at (909) 322-4598.

Sincerely,

4-Con Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Diego DeAndrade'.

Diego DeAndrade, P.E.
Project Manager

File: City of Victorville Bid Extension



AGENDA ITEM

WRITTEN CALENDAR

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY:

John A. McGlade
 City Engineer

Date: March 9, 2009

SUBJECT:

Approval of Amendment No. 2 to Contract CP09-022 for Asbestos Abatement and Demolition

RECOMMENDATION:

That the Honorable City Council approve amendment no. 2 to the contract to Kemen and Son Engineering Contractors of Paradise, CA, for the service to abate and demolish additional property at 12841 Mariposa Road, Victorville, CA, in the amount of \$14,456.00

FISCAL IMPACT: \$14,456.00

Budget Amount: \$

Budget Account No.: 540720-40510-65000-
 65047-54110

DISCUSSION:

Staff from the Community Services Department and The Purchasing Division received bids for project CP09-022 Asbestos Abatement and Demolition, on January 5, 2009. The contract was awarded to the lowest responsive and responsible bidder, Kemen and Son Demolition, Paradise, CA, in the amount of \$119,202.00. As work progressed on the project, the Engineering Department processed an additional property that became ready for Asbestos Abatement and Demolition. This property is included in the Nisqually/La Mesa road project.

Additional property will add to the project cost over the formal City Council approval limit of \$125,000.00. Staff is requesting City Council approval of Amendment No. 2. Amendment Number 1 was approved by City Council on March 3, 2009.

The additional property in amendment no. 2 is within the City Limits along with the current abatement and demolition job site thus a cost savings will be realized due to the elimination of remobilization fees.

Staff from the Engineering Department and the Purchasing Division recommend City Council approve amendment no. 2 to contract CP09-022 for Asbestos Abatement and demolition for the additional property in the amount of \$14,456.00.

Sufficient funds are available to cover the cost of this project. SM/cp

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

 X No

 Yes/\$ Amount:

Finance Director Review and
 Approval

John B. Sullivan

CITY OF VICTORVILLE

Asbestos Abatement and Demolition
Project # CP09-022 – Requests for Quote
12841 Mariposa Road, Victorville, CA

The undersigned declares that the locations of the proposed work, the plans, specifications, and contract documents have been carefully examined; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. *All applicable taxes and discounts should be included.* All of the aforementioned shall be done in accordance with said plans, specifications, and contract documents for the price set forth in the following schedule:

RFQ Line 1:

DESCRIPTION	TOTAL COST
Complete Cost per Specifications at 12841 Mariposa Road	\$ 14,016. ⁰⁰

RFQ Line 1-A Total Bid in Words: FOURTEEN THOUSAND & SIXTEEN DOLLARS

The City will provide location for lateral but, this is not to be construed that there is NO septic system on property. If a septic tank and/or pit is found on property, please provide a price for backfill:

DESCRIPTION 12841 MARIPOSA RD.	TOTAL COST
Complete backfill of septic tank and/or pit for 12841 Mariposa Road	\$ 440. ⁰⁰

RFQ Line 1-B Total Bid in Words: FOUR HUNDRED & FORTY DOLLARS

Revision

Price to include the removal of cement slabs located at the front and rear of the property.

GRAND TOTAL	\$ 14,456. ⁰⁰
-------------	--------------------------

GRAND TOTAL IN WORDS: FOURTEEN THOUSAND, FOUR HUNDRED & FORTY-SIX DOLLARS.

Contractor Name: KEMEN & SON ENGINEERING CONTRACTORS

By: CAL KEMEN Title: OWNER

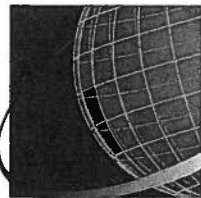
Address: 5499 HARRISON RD., PARADISE CA. 95969

Phone: 530-877-2949 Fax: 530-877-2968

Signature

Title

Date



VICTORVILLE
California

AGENDA ITEM

WRITTEN COMMUNICATIONS

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Keith C. Metzler
Director of Economic Development

DATE: March 5, 2009

ATTACHED: RESOLUTION NO. 09-010

SUBJECT: Tax-Exempt Bond Reimbursement Resolution Anticipating the Issuance of Tax-Exempt Debt

RECOMMENDATION: That your Honorable City Council ⁽¹⁾ adopt Resolution 09-010 declaring its intent to issue tax-exempt municipal bonds for certain public improvements related to the SCLA wastewater plant and ⁽²⁾ allow for the reimbursement of expenditures incurred prior to issuance of such bonds from tax-exempt bond proceeds.

FISCAL IMPACT: N/A

Budget Amount: _____

Budget Account No. _____

---Finance Dept. Use Only---

Additional Appropriation:

____ No

____ Yes/\$Amount: _____

Finance Director Review & Approval _____

DISCUSSION: As a result of the City Council's approval of the SCLA Infrastructure Funding Program on February 17, 2009, staff is currently working on the execution, delivery and sale of a new tax-exempt municipal bond issuance in an amount not to exceed \$50 million. The intent of this bond issuance is to finance certain capital improvements related to the City's wastewater system, including the acquisition, construction and equipment for the wastewater treatment plant project to be located at SCLA. As a part of the SCLA Infrastructure Funding Program, the City anticipates incurring certain expenditures related to the wastewater treatment plant prior to bond issuance and anticipates paying these expenditures from the City's sanitary fund. Accordingly, staff is requesting that your Honorable City Council members adopt the attached resolution. The adoption of the resolution will allow for reimbursement to the sanitary fund of such expenditures incurred prior to the issuance of the tax-exempt bond. Staff is available for any questions you may have.

KCM:lm

CITY OF VICTORVILLE

497 of 566

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

A WORLD OF OPPORTUNITY

Written
#8
3-17-09

RESOLUTION NO. 09-010

**A RESOLUTION OF THE CITY OF VICTORVILLE DECLARING ITS
INTENT TO ISSUE TAX-EXEMPT OBLIGATIONS FOR CERTAIN
PUBLIC IMPROVEMENTS AND TO ALLOW FOR THE
REIMBURSEMENT OF EXPENDITURES MADE PRIOR TO THE
ISSUANCE OF SUCH OBLIGATIONS**

RECITALS:

WHEREAS, the City of Victorville (the "City") desires and intends to finance certain capital improvements to its wastewater system including the acquisition, construction and equipping of a wastewater treatment plant (the "Project"); and

WHEREAS, the City expects to cause the execution, delivery, and sale of tax exempt bonds, notes, or other obligations, in one or more series, for the purpose of providing financing for the Project in a principal amount of not to exceed \$50,000,000 (the "Obligations"); and

WHEREAS, the City expects to incur certain expenditures relating to the Project and to pay for such expenditures from the City's money on hand prior to the execution of the Obligations (the "Reimbursement Expenditures"); and

WHEREAS, the City reasonably expects to use a portion of the proceeds of the Obligations to reimburse the City for the Reimbursement Expenditures; and

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

Section 1. The City hereby declares its official intent, subject to further approval of this Council, to use the proceeds of the Obligations to reimburse itself for the Reimbursement Expenditures. It is intended that this Resolution shall constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986.

Section 2. The adoption of this Resolution shall not bind the City to proceed with the execution and delivery of the Obligations until and unless all other necessary actions and approvals are taken or received in accordance with all applicable laws.

Section 3. All actions heretofore taken by the officers, or their respective designees, and the employees and agents of the City in connection with the financing of the Project are hereby ratified and confirmed. The officers and their designees, the employees and agents of the City are hereby authorized to take any and all actions in connection with the financing of the Project and as may be necessary and consistent with the purposes of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2009,
by the following vote:

AYES:

NOES:

MAYOR

ATTEST:

CITY CLERK

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CITY OF VICTORVILLE



760.955.5000
FAX 760.245.7243
vville@ci.victorville.ca.us
http://ci.victorville.ca.us

14343 Civic Drive
P.O. Box 5001
Victorville, California 92393-5001

AGENDA ITEM

WRITTEN COMMUNICATIONS

CITY COUNCIL MEETING OF: March 17, 2009

SUBMITTED BY:

Prepared By

Carolee Bates, City Clerk
Loraine Stevens, Records Mgmt.
Coordinator

DATE 03/17/2009

ATTACHED:

Resolution 09-012

SUBJECT:

PRESENTATION OF REQUEST TO WAIVE FURTHER READING
AND TO ADOPT RESOLUTION NO. 09-012 AUTHORIZING
DESTRUCTION OF RECORDS OF THE CITY FINANCE
DEPARTMENT; I.S./PAYROLL DEPARTMENT; WATER
DEPARTMENT; CITY CLERK DEPARTMENT

RECOMMENDATION:

That the City Council adopt Resolution No. 09-012

FISCAL IMPACT:

None

Finance Department Use Only
Additional Appropriation

Budget Amount:

Budget Acct. No.

_____ No

_____ Yes/\$ Amt.: _____

Finance Director Review & Approval _____

DISCUSSION: Government Code Section 34090 provides that:

Unless otherwise provided by law, with the approval of the City Council, by Resolution and the written consent of the City Attorney the head of a city department may destroy any city record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required. This section does not authorize the destruction of:

- (a) Records affecting the title to real property or liens thereon.
- (b) Court records.
- (c) Records required to be kept by statute.
- (d) Records less than two years old.
- (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

The records listed on Exhibits "A", have been approved for destruction by the City Attorney, in accordance with Government Code Section 34090 and the State of California City Clerks Records Retention schedule.

LS/lis

Attachments

RESOLUTION NO. 09-012

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

THE CITY COUNCIL OF THE CITY OF VICTORVILLE DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, it has been determined that certain City records under the charge of the following City Departments are no longer required for public or private purposes:

Finance Department
I.S. Department (Payroll)
Water Department
City Clerk Department

and,

WHEREAS, it has been determined that destruction of the above-mention materials is necessary to conserve storage space and reduce staff time, expense, and confusion in handling and informing the public; and,

WHEREAS, Section 34090 of the Government Code of the State of California state that unless otherwise provided by law, with the approval of the City Council, by Resolution and the written consent of the City Attorney the head of a city department may destroy any city record, document, instrument, book or paper, under his charge, without making a copy thereof, after the same is no longer required and upon approval of the City Council by resolution and the written consent of the City Attorney; and,

WHEREAS, said records have been approved for destruction by the City Attorney.

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

- Section 1.** That approval and authorization is hereby granted to destroy those records described as Exhibits "A", attached hereto and made a part hereof.
- Section 2.** That the City Clerk is authorized to allow examination by donation to the Department of Special Collections of the University Research Library, University of California, or other historical society designated by the City Council, any of the records described in Exhibits "A" , attached hereto and made a part hereof, except those deemed confidential.
- Section 3.** That the City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED THIS 17th day of March 2009.

MAYOR OF THE CITY OF VICTORVILLE

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

I, CAROLEE BATES, City Clerk of the City of Victorville and ex-officio Clerk to the City Council of said City, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 09-012 which was adopted at a meeting held on the 17th day of March 2009, by the following roll call vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
P53	1999/2000	Employee Earnings Rec.	Permanent	S & D	
P54	1990/1991	Annual Compensation	Permanent	S & D	
P55	1992/1994	Payroll Employee Rosters	Permanent	S & D	
P56	1996	Jan thru June PERS Earnings Report	Permanent	S & D	
P57	1990-1999	Cox, James Personnel File	Permanent	P - No Scan	
P58	2003/2004	Payroll Register	Permanent	S & D	
P59	1994/2000	Misc. billings, IRS Regs, Quarterly Reports	Permanent	S & D	
P60	1993	Annual Compensation	Permanent	S & D	
P61	1996/1997	Fringe Register, Sick Leave Register Employee Cost Report	Permanent	S & D	
P62	1987/1989	Annual Compensation	Permanent	S & D	
P63	1994	Annual Compensation	Permanent	S & D	
P64	1992	Annual Compensation	Permanent	S & D	
P65	1996	Annual Compensation	Permanent	S & D	
P66	1998	Annual Compensation	Permanent	S & D	
P67	1993/2002	Def. Comp Reports	Permanent	S & D	
P68	1994/2000	Sick Leave Buy Back	Permanent	S & D	
P69	1997	Annual Compensation	Permanent	S & D	
P70	1992/1995	Sick Leave Buy Back	Permanent	S & D	
P71	1995	Quarterly Compensation	Permanent	S & D	
P72	1993/1998	Vac/Sick Leave Register Med Inst. Rpts	Permanent	S & D	
P73	2000/2003	PERS Summary Rpts.	Permanent	S & D	
P74	2001/2002	Employee Earnings Rpt	Permanent	S & D	
P75	2001/2003	Sick Leave Buy Back	Permanent	S & D	
P76	2001/2002	Employee Earnings Rpt	Permanent	S & D	
P77	2003/2004	Employee Earnings Rpt	Permanent	S & D	
P78	2004/2005	PERS Summary Reports	Permanent	S & D	
P79	1997/2001	PERS Diskettes	Permanent	Disk keep	
P80	1989/1998	Payroll Distribution Registers	Permanent	S & D	
P81	1992/1997	PERS Diskettes	Permanent	Disk keep	
P82	1998/1999	Quarterly Employee Compensation	Permanent	S & D	
P83	1994/1998	PERS Correspondence Great West Rpts	Permanent	S & D	
P84	1997/2000	PERS Summary Reports	Permanent	S & D	
P85	2004/205	Payroll Registers	Permanent	S & D	
P86	2006	PERS Summary Reports			

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
P52	1995	Misc. Copies - Meeting Minutes/Staff Reports	AU + 4	1999	
H15	1998	Collection Reports	CU + 2	2000	
H16	1997	Misc. Paperwork	CU + 2	2000	
H22	1998	Raquetball/Pools	CU + 2	2000	
H23	1998	Pebble Beach Pool/Little League/Collection Report	CU + 2	2000	
H27	1998	Incident/Accident/Facility Usage Agreements	CU + 2	2000	
H7	1998	Misc. Youth and Adult Rosters/Waivers	CU + 2	2000	
H11	1999	Collections/Incident Reports	CU + 2	2001	
H29	1999	Facility Usage Agreements	CU + 2	2001	
H8	1999	Raquetball Collections	CU + 2	2001	
H13b	2000	Westwinds Collections/Inventory	CU + 2	2002	
H14	2000	Facility Usage Agreements/Requests for Checks	CU + 2	2002	
H17	2000	Raquetball Collection Report	CU + 2	2002	
H21	2000	Kids Club	CU + 2	2002	
H31	2000	Facility Usage Agreements/Scheduling Books	CU + 2	2002	
H18	2001	Westwinds Open Gym	CU + 2	2003	
H19	2001	Facility Usage Agreements	CU + 2	2003	
H6	2001	Incident Reports/Correspondence/Open Gym	CU + 2	2003	
H13a	2002	Raquetball Collections	CU + 2	2004	
H20	2002	Tiny Tots Sign In/Raquetball	CU + 2	2004	
H3	2002	Hook Open Gym Correspondence/Incident Reports	CU + 2	2004	
H30	2002	Facility Usage Agreements	CU + 2	2004	
H33	2002	Facility Usage Agreements	CU + 2	2004	
H4	2002	Westwinds Collection Reports	CU + 2	2004	
H5	2002	Raquetball Checklist/Inventory/Reservations	CU + 2	2004	
H12	1999	Pebble Beach Pool - Time Cards	CU + 6	2005	
H1	2001	Pebble Beach Inventory/Raquetball Collection	CU + 2	2006	
H2	2004	Monthly Reports - Raquetball	CU + 2	2006	
H26	2004	Facility Usage Agreements	CU + 2	2006	
H9	2004	Westwinds Collections/Reports	CU + 2	2006	
P42	2002	Payroll	AU + 4	2006	
P45	2002	Copies of Check Advices	AU + 4	2006	
H24	2005	Facility Usage Agreements	CU + 2	2007	
H28	2005	Facility Usage Agreements	CU + 2	2007	
P12	2002	Payroll Advice Copies	AU + 5	2007	
P2	2005	Journal Entries	AU + 2	2007	
P3	2003	Copies of Check Advices	AU + 4	2007	
P4	1997	Old Payroll/Misc. Copies	AU + 4	2007	
P43	2003	Copies of Check Advices	AU + 4	2007	
P5	2001	Time Cards	CU + 6	2007	

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
P51	2002	Copies of Checks	AU + 5	2007	
H32	2006	Facility Usage Agreements	CU + 2	2008	
P1	2005	Journal Entries	AU + 2	2008	
P10	2006	Payroll Updates	AU + 2	2008	
P11	2006	Payroll Updates	AU + 2	2008	
P13	2004	DE 6's - 941's	AU + 4	2008	
P14	2004	Check Copies	AU + 4	2008	
P15	2004	Check Copies	AU + 4	2008	
P16	2004	Check Copies	AU + 4	2008	
P19	2004	Check Advice Copies	AU + 4	2008	
P27	2004	Advice Copies	AU + 4	2008	
P28	2002	Time Cards	CU + 6	2008	
P6	2002	Time Cards	CU + 6	2008	
P7	2006	Journal Entries	AU + 2	2008	
P8	2002	Time Cards	CU + 6	2008	
P9	2006	Journal Entries	AU + 2	2008	

Exhibit A
City of Victorville / Finance
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/Classification	Avail. Destroy Date	Actual Destroy Date
DOF-1	02/03	Misc. Correspondence	CU+2	2005	
DOF-2	02/03	Misc. Correspondence	CU+2	2005	
DOF-4	02/03	Animal Control Misc. Correspondence	CU+2	2005	
DOF-5	02/03	Misc. Correspondence	CU+2	2005	
DOF-10	03/04	Misc. Correspondence	CU+2	2006	
DOF-11	03/04	Misc. Correspondence	CU+2	2006	
DOF-16	00/01	Bank Statements	AU+4	2006	
DOF-6	02/03	Request for Account Codes	AU+4	2008	

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Exhibit A
City of Victorville / Finance - GL
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail. Destroy Date	Actual Destroy Date
GL - 1	Multi	Bank Statements		2006	
GL - 8	01/02	Bank Reconciliations		2008	
GL - 21	04/05	JE's Box 4 of 4		2008	
GL - 22	04/05	JE's Box 3 of 4		2008	

Exhibit _____
City of Victorville / Golf-Fiannce
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
G-1 /	01/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-2 /	07/03	GREENTREE GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-3 /	05/03	WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-4 /	07/03	WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-5 /	10/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-6 /	09/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-7 /	12/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-8 /	05/03	GREENTREE GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-9 /	10/98-5/03	GOLF BILLS	AU+4	2008	12/4/2008
G-10 /	06/03	GREENTREE GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-11 /	06/03	WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-12 /	11/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-13 /	04/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-14 /	02/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-15 /	08/03	WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-16 /	03/03	GREENTREE/WESTWINDS GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008
G-17 /	10/03-11/03	GREENTREE GOLF DAILY STATEMENTS	AU+4	2008	12/4/2008

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WHAT RESO#

Exhibit _____
City of Victorville / Acct's Receivable-Fiannce
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
AR-21✓	FY 04/05	LIEN CORRESPONDENCE	AU+2	2008	
AR-22✓	FY 04/05	LIEN CORRESPONDENCE	AU+2	2008	
AR-23✓	FY 04/05	PAID SANITATION LIEN FILES	AU+2	2008	
AR-24✓	FY 04/05	SCLA PAID INVOICES	AU+2	2008	

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Exhibit _____

City of Victorville / Acct's Receivable-Fiannce

AR38 Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
AR - 39	FY 04/05	SCLA PAID INVOICES	AU+2	2008	
AR - 48	FY 04/05	PAID RETURNED CHECKS	AU+2	2008	
AR-42	FY 04/05	PAID INVOICES A-H	AU+2	2008	
AR-43	FY 04/05	PAID INVOICES I-Z	AU+2	2008	

Exhibit A
City of Victorville / Finance
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/C itation	Avail. Destroy Date	Actual Destroy Date
DOF-7	02/03	Request for Account Codes	AU+4	2008	
DOF-14	02/03	Transit 7/03 - 12/03	AU+4	2008	
DOF-15	02/03	Transit 1/03 - 6/03	AU+4	2008	
DOF-3	02/03	Data Ticket Misc.	AU+4	2008	

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
H10	2007	Rental Books/Check Requests/Customer Referrals	CU + 2	2009	
H25	2007	Facility Usage Agreements/Facility Schedules	CU + 2	2009	
P17	2003	Time Cards	CU + 6	2009	
P18	2003	Time Cards	CU + 6	2009	
P20	2003	Time Cards	CU + 6	2009	
P21	2005	DE 6's - 941's	AU + 4	2009	
P22	2003	Time Cards	CU + 6	2009	
P40	2003	Time Cards	CU + 6	2009	
P41	2003	Time Cards	CU + 6	2009	
P44	2005	Payroll Updates	AU + 4	2009	
P46	2003	Time Cards	CU + 6	2009	

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
P24	2006	Payroll Copies	AU + 4	2010	
P26	2004	Time Cards	CU + 6	2010	
P29	2004	Time Cards	CU + 6	2010	
P30	2004	Time Cards	CU + 6	2010	
P39	2004	Time Cards	CU + 6	2010	
P47	2004	Time Cards	CU + 6	2010	

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
P23	2005	Time Cards	CU + 6	2011	
P25	2005	Time Cards	CU + 6	2011	
P34	2005	Time Cards	CU + 6	2011	
P37	2005	Time Cards	CU + 6	2011	
P38	2005	Time Cards	CU + 6	2011	
P50	2005	Time Cards	CU + 6	2011	

Exhibit A
IS (Payroll) Hook (Finance)
Documents for Destruction / Retention

Box #	Date	Item Description	Retention/ Citation	Avail Destroy Date	Actual Destroy Date
P31	2006	Time Cards	CU + 6	2012	
P32	2006	Time Cards	CU + 6	2012	
P33	2006	Time Cards	CU + 6	2012	
P35	2006	Time Cards	CU + 6	2012	
P36	2006	Time Cards	CU + 6	2012	
P49	2006	Time Cards	CU + 6	2012	
P48		NOT USED			

2006-2007 Service Connection Responsibility Forms

Document Title	Number of Pages
2007 - 17573 Dayton St.	1
2007 - 16631 Silica Dr.	1
2007 - 12434 Datewood Ln.	1
2007 - 15668 La Paz Dr.	1
2007 - 17005 Tivolli Ln.	1
2007 - 15693 Gazelle St.	1
2007 - 12347 6th Ave	1
2007 - 14111 Gray Lane	1
2007 - 12620 Pacoima Rd.	1
2007 - 16069 Village Dr.	1
2007 - 16553 Chia Ct.	1
2007 - 15238 Sunflower Ln.	1
2007 - 13121 Fullerton Cr.	1
2007 - 15937 Puesta Del Sol Dr.	1
2007 - 12706 Appian Ave.	1
2007 - 14877 Totem Pole St.	1
2007 - 13887 Deauville	1
2007 - 15066 Clovis St.	1
2007 - 12673 9th Ave	1
2007 - 15919 Dale Ct.	1
2007 - 16766 Desert Star St.	1
2007 - 12720 Magnolia	1
2007 - 13174 Dover	1
2007 - 12222 6th Ave	1

2005 - VVWD Request for Waiver of Fees Letters

Document Title	Number of Pages
Agent, Lola	2
Adams, Wilma	6
Anderson, Teria	6
Anglas, Sheila	11
Allen, Sandra	12
Arellano, Yulma	6
Agee, Sinae	14
Avila, Manuel	7
Bentley, Boyd	8
Banks, Felizarda	10
Bellamy, Susan	19
Bahler, Christine	11
Beyer, John	10
Burgess, Gartha	6
Bumgarner, Lydia	6
Buckley, Diane	6
Brooks, Brenda	0

2004 - VVWD Request for Waiver of Fees Letters

Document Title	Number of Pages
Brechlin, Alan	1
Cruz, Eugene	6
Dumont, Jason	12
Dobos, Marika	11
Franco, Alex	6
Frankenburger, David and Kellie	7
Gollings, Gary	6
Mende, Bernard	2
Fekete, Joe	3
Rouse, Delmar	10
Strawder, Lasha	7
Simpkins, Bettye	2
Vazzano, Aprile	4
Reynolds, DeAndre	9
McDonald, Irby	4
Cunningham, Donna	5
Fortune, Susan	6
James, Crystal	6
Negrete, Donna	9
Lopez, Ricardo	8
Pulido, Lucille	8
Singleton, Kimyatta	7
George, Tanya	5

1995 - 2000 - VVWD Board Packets

Document Title	Number of Pages
1997 - 01-21 BD PKT	39
1997 - 02-04 BD PKT	51
1997 - 02-18 BD PKT	64
1997 - 03-04 BD PKT	45
1997 - 03-18 BD PKT	54
1997 - 04-01 BD PKT	71
1997 - 05-06 BD PKT	159
1997 - 05-20 BD PKT	46
1997 - 06-03 BD PKT	58
1997 - 06-17 BD PKT	69
1997 - 07-01 BD PKT	70
1997 - 07-23 BD PKT	77
1997 - 08-05 BD PKT	107
1997 - 08-19 BD PKT	70
1997 - 09-16 BD PKT	122
1997 - 10-21 BD PKT	177
1997 - 11-04 BD PKT	112
1997 - 11-18 BD PKT	60
1997 - 12-02 BD PKT	43
Sign in Sheets 1997	37
1998 - 01-06 BD PKT	44
1998 - 01-20 BD PKT	58
1998 - 02-03 BD PKT	73
1999 - 08-03 BD PKT	36
1998 - 02-17 BD PKT	73
1999 - 03-16 BD PKT	79
1999 - 08-17 BD PKT	105
1999 - 09-07 BD PKT	153
1999 - 09-21 BD PKT	140
1999 - 09-28 BD PKT Special Meeting	68
1999 - 09-30 BD PKT Special Meeting	110
1999 - 10-19 BD PKT	129
1999 - 10-26 BD PKT	2
1999 - 11-02 BD PKT	117
1999 - 11-16 BD PKT	124
1999 - 12-07 BD PKT	140
1999 - 12-21 BD PKT	66
Sign in Sheets 1999	26
2000 - 03-21 BD PKT	107
2000 - 04-18 BD PKT	107
2000 - 04-04 BD PKT	75
2000 - 05-02 BD PKT	75
2000 - 05-16 BD PKT	72
2000 - 06-06 BD PKT	84
2000 - 06-13 BD PKT Budget Workshop	47
2000 - 06-20 BD PKT	113
2000 - 07-18 BD PKT	178
2000 - 07-04 BD PKT	6
2000 - 08-01 BD PKT	174
2000 - 08-15 BD PKT	131
2000 - 09-05 BD PKT	59
2000 - 09-19 BD PKT	142
Sign in Sheets 1995	2
1996 - 09-03 BD PKT	43
1996 - 09-17 BD PKT	62
1996 - 10-01 BD PKT	43
1996 - 10-15 BD PKT	99
1996 - 11-05 BD PKT	29
2000 - 10-03 BD PKT	84
2000 - 10-17 BD PKT	63
2000 - 11-07 BD PKT	92
2000 - 11-21 BD PKT	59
2000 - 12-05 BD PKT	74
2000 - 12-19 BD PKT	162
2000 - 01-04 BD PKT	51
2000 - 01-11 BD PKT Special Meeting	26
2000 - 02-01 BD PKT	96
2000 - 01-18 BD PKT	88
2000 - 03-07 BD PKT	162
2000 - 02-15 BD PKT	92

Sign in Sheets 2000	25
1999 - 06-15 BD PKT	150
1999 - 04-06 BD PKT	76
1999 - 04-20 BD PKT	36
1999 - 05-04 BD PKT	68
1999 - 05-18 BD PKT	60
1999 - 06-01 BD PKT	79
1999 - 06-05 Notice of BOD/Mgmt Retreat	1
1999 - 06-08 BD PKT Budget Workshop	24
1996 - 11-19 BD PKT	54
1996 - 12-03 BD PKT	34
1996 - 12-17 BD PKT	36
Sign in Sheets 1996	20
1997 - 12-16 BD PKT	80
1998 - 03-03 BD PKT	45
1998 - 03-17 BD PKT	102
1998 - 04-07 BD PKT	76
1998 - 04-21 BD PKT	33
1998 - 05-05 BD PKT	61
1998 - 05-19 BD PKT	28
1998 - 06-02 BD PKT	86
1998 - 06-16 BD PKT	115
1998 - 07-21 BD PKT	50
1998 - 08-04 BD PKT	45
1998 - 08-18 BD PKT	78
1998 - 09-01 BD PKT	31
1998 - 09-15 BD PKT	28
1998 - 10-06 BD PKT	123
1998 - 10-20 BD PKT	82
1998 - 11-03 BD PKT	34
1998 - 11-17 BD PKT	31
1998 - 12-01 BD PKT	37
1998 - 12-15 BD PKT	103
1998 - 12-18 BD PKT (Special Meeting)	2
Sign in Sheets 1998	26
1999 - 01-05 BD PKT	103
1999 - 01-08 BD PKT Special Meeting	3
1999 - 01-19 BD PKT	111
1999 - 02-02 BD PKT	47
1999 - 02-16 BD PKT	96
1999 - 03-02 BD PKT	47
1997 - 01-07 BD PKT	27
1999 - 07-06 BD PKT	128
1999 - 07-20 BD PKT	68

2001 - VVWD Board Packets

Document Title	Number of Pages
2001 - 09-18 BD PKT	204
2001 - 10-02 BD PKT	334
2001 - 10-09 BD PKT (Special Meeting)	10
2001 - 10-16 BD PKT	60
2001 - 11-06 BD PKT	174
2001 - 11-20 BD PKT	169
2001 - 12-04 BD PKT	78
2001 - 12-18 BD PKT	151
Sign in Sheets 2001	27
2001 - 01-02 BD PKT	64
2001 - 01-16 BD PKT	61
2001 - 02-06 BD PKT	54
2001 - 02-15 BD PKT (Strategy Workshop)	27
2001 - 02-20 BD PKT	183
2001 - 03-06 BD PKT	85
2001 - 03-12 BD PKT (Special Meeting)	11
2001 - 04-03 BD PKT	77
2001 - 03-27 BD PKT	125
2001 - 04-17 BD PKT	178
2001 - 05-01 BD PKT	109
2001 - 05-15 BD PKT	112
2001 - 05-22 BD PKT (Special Meeting)	23
2001 - 06-05 BD PKT	142
2001 - 06-12 BD PKT (Budget Workshop)	77
2001 - 06-19 BD PKT	244
2001 - 07-03 BD PKT	231
2001 - 07-17 BD PKT	140
2001 - 08-07 BD PKT	131
2001 - 08-21 BD PKT	102
2001 - 09-04 BD PKT	123

2002 - VVWD Board Packets

Document Title	Number of Pages
2002 - 01-08 BD PKT	144
2002 - 01-15 BD PKT	135
2002 - 02-05 BD PKT	162
2002 - 02-19 BD PKT	722
2002 - 03-05 BD PKT	139
2002 - 03-19 BD PKT	63
2002 - 03-26 BD PKT (Special Meeting)	3
2002 - 04-02 BD PKT	171
2002 - 04-16 BD PKT	101
2002 - 04-30 BD PKT	2
2002 - 05-06 BD PKT (Budget Workshop)	49
2002 - 05-07 BD PKT	173
2002 - 05-21 BD PKT	169
2002 - 05-29 BD PKT (Arsenic Compliance Workshop)	11
2002 - 06-04 BD PKT	101
2002 - 06-11 BD PKT (Budget Workshop)	68
2002 - 06-12 BD PKT (Strategy Workshop)	1
2002 - 06-13 BD PKT (Workshop & Special Meeting)	10
2002 - 06-18 BD PKT	217
2002 - 07-02 BD PKT	109
2002 - 07-16 BD PKT	100
2002 - 08-06 BD PKT	166
2002 - 08-20 BD PKT	167
2002 - 09-03 BD PKT	75
2002 - 09-17 BD PKT	93
2002 - 10-01 BD PKT	105
2002 - 10-15 BD PKT	196
2002 - 11-05 BD PKT	131
2002 - 11-06 BD PKT (Special Meeting)	66
2002 - 12-03 BD PKT	110
2002 - 12-17 BD PKT	175
2002 - 04-03 BD PKT (Special Meeting)	7
2002 - 11-19 BD PKT	87
Sign in Sheets 2002	28

2003 - VVWD Board Packets

Document Title	Number of Pages
2003 - 01-07 BD PKT	150
2003 - 01-21 BD PKT	112
2003 - 02-04 BD PKT	125
2003 - 02-11 BD PKT (Special Meeting)	4
2003 - 02-12 BD PKT (Strategy Workshop)	25
2003 - 02-18 BD PKT	70
2003 - 02-25 BD PKT (Strategy Workshop)	25
2003 - 03-04 BD PKT	102
2003 - 03-18 BD PKT	112
2003 - 03-25 BD PKT (Rate Workshop)	28
2003 - 04-01 BD PKT	128
2003 - 04-15 BD PKT	234
2003 - 05-06 BD PKT	191
2003 - 07-08 BD PKT (Special Meeting)	14
2003 - 07-15 BD PKT	68
2003 - 07-29 BD PKT (Special Joint Meeting)	26
2003 - 08-05 BD PKT	128
2003 - 08-19 BD PKT	56
2003 - 09-02 BD PKT	153
2003 - 09-16 BD PKT	106
2003 - 05-20 BD PKT	157
2003 - 05-27 BD PKT (Budget Workshop)	26
2003 - 06-03 BD PKT	215
2003 - 06-17 BD PKT	82
2003 - 07-01 BD PKT	104
2003 - 10-07 BD PKT	137
2003 - 10-21 BD PKT	67
2003 - 11-04 BD PKT	82
2003 - 11-18 BD PKT	65
2003 - 12-02 BD PKT	84
2003 - 12-16 BD PKT	114
2003 - 12-29 BD PKT (Special Meeting)	14
Sign in Sheets 2003	25

1999 - VVWD Closed Session packets

Document Title	Number of Pages
1999 - 03-02 CS PKT	13
1999 - 04-06 CS PKT	43
1999 - 04-20 CS PKT	19
1999 - 06-01 CS PKT	73
1999 - 08-03 CS PKT	5
1999 - 08-17 CS PKT	5
1999 - 09-07 CS PKT	2
1999 - 09-21 CS PKT	2
1999 - 10-19 CS PKT	9
1999 - 12-07 CS PKT	26

2000 - VVWD Closed Session packets

Document Title	Number of Pages
2000 - 01-18 CS PKT	53
2000 - 02-15 CS PKT	27
2000 - 03-07 CS PKT	1
2000 - 04-04 CS PKT	1
2000 - 04-18 CS PKT	2
2000 - 07-18 CS PKT	23
2000 - 08-01 CS PKT	8
2000 - 08-15 CS PKT	5
2000 - 09-05 CS PKT	44
2000 - 09-13 CS PKT	17
2000 - 10-17 CS PKT	33
2000 - 11-07 CS PKT	3
2000 - 12-19 CS PKT	12

2001 - VVWD Closed Session packets

Document Title	Number of Pages
2001 - 06-05 CS PKT	9
2001 - 06-19 CS PKT	46
2001 - 07-03 CS PKT	36
2001 - 07-17 CS PKT	36
2001 - 08-07 CS PKT	80
2001 - 08-21 CS PKT	81
2001 - 09-04 CS PKT	49
2001 - 09-18 CS PKT	44
2001 - 10-02 CS PKT	147
2001 - 10-16 CS PKT	150
2001 - 11-06 CS PKT	15
2001 - 11-20 CS PKT	38
2001 - 12-04 CS PKT	10
2001 - 12-18 CS PKT	79
2001 - 01-16 CS PKT	5
2001 - 03-03 CS PKT	26
2001 - 03-27 CS PKT	2
2001 - 04-03 CS PKT	2
2001 - 04-17 CS PKT	50
2001 - 05-15 CS PKT	25

2002 - VVWD Closed Session packets

Document Title	Number of Pages
2002 - 02-19 CS PKT	35
2002 - 03-05 CS PKT	21
2002 - 03-19 CS PKT	41
2002 - 03-16 CS PKT	34
2002 - 04-02 CS PKT	31
2002 - 05-07 CS PKT	78
2002 - 05-21 CS PKT	188
2002 - 06-04 CS PKT	21
2002 - 06-18 CS PKT	16
2002 - 07-02 CS PKT	16
2002 - 07-16 CS PKT	21
2002 - 08-06 CS PKT	73
2002 - 08-20 CS PKT	32
2002 - 09-03 CS PKT	126
2002 - 09-17 CS PKT	3
2002 - 10-01 CS PKT	14
2002 - 10-15 CS PKT	29
2002 - 10-18 CS PKT	13
2002 - 11-05 CS PKT	29
2002 - 11-19 CS PKT	7
2002 - 12-03 CS PKT	12
2002 - 12-19 CS PKT	10
2002 - 01-08 CS PKT	33
2002 - 01-15 CS PKT	31
2002 - 02-05 CS PKT	37

2003 - VVWD Closed Session packets

Document Title	Number of Pages
2003 - 01-03 CS PKT	11
2003 - 01-21 CS PKT	44
2003 - 02-04 CS PKT	81
2003 - 02-11 CS PKT (Special Meeting)	20
2003 - 02-18 CS PKT	15
2003 - 03-04 CS PKT	1
2003 - 03-18 CS PKT	94
2003 - 04-01 CS PKT	182
2003 - 04-15 CS PKT	32
2003 - 05-20 CS PKT	118
2003 - 06-17 CS PKT	25
2003 - 07-01 CS PKT	29
2003 - 07-15 CS PKT	58
2003 - 08-05 CS PKT	85
2003 - 08-19 CS PKT	14
2003 - 09-02 CS PKT	1
2003 - 09-16 CS PKT	17
2003 - 10-07 CS PKT	23
2003 - 11-04 CS PKT	21
2003 - 11-18 CS PKT	27
2003 - 12-02 CS PKT	36
2003 - 12-16 CS PKT	2

Raylene Murphy - Water Dept. Chron Files

Document Title	Number of Pages
2006 - 05-03 Confirmation of Retirement from VVWD-Jonnie Maddox	1
2006 - 04-26 West Valley Water District Comprehensive Salary Survey	18
2007 - 05-08 Recap of May 7, 2007 Meeting Discussion	2

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Kenton Moffett - Water Dept. Chron Files

Document Title	Number of Pages
2006 - 07-05 Fire Flow Test - Hydrant # 111-12; Park Ave. & Tamarack Rd.	1
2006 - 07-05 Fire Flow Test - Hydrant # 174-08 Amethyst & Begonia	1
2006 - 07-05 Water Service Availability	1
2006 - 07-21 Vacation of a 10' Public Utility Easement	1
2006 - 07-27 Fire Flow Test on the NE Intersection of Begonia & Cobalt	1
2006 - 08-15 Fire Flow Test - Hydrant # 59-15; Zenda Street	1
2006 - 08-15 Fire Flow Test - Hydrant # 145-66; King Ranch Road	1
2006 - 08-16 Water Service Fees - APN # 3093-431-21	1
2006 - 08-16 Water Service Fees - 13185 Camelia Rd.	1
2006 - 08-16 Water Connection Fees - High Desert Academy of the Arts	2
2006 - 08-28 Water Service Fees - Aster & Cobalt, APN# 3105-081-01	1
2006 - 09-05 Water Service Fees - 14390 Park Ave	1
2006 - 09-07 LMAD Irrigation Water Service Fees - Tract 15598	1
2006 - 09-06 As-Built Request - Kentwood Boulevard and Green Tree Boulevard	1
2006 - 09-28 Water Service Fees - 15775 North Culver Street	1
2006 - 09-28 Water Service Fees - 15753 North Culver Street	1
2006 - 09-28 Water Service Fees - 15741 North Culver Street	1
2006 - 09-28 Water Service Fees - Irrigation Meter at the Mall of Victor Valley	2
2006 - 09-27 Water Service Fees - 13885 Cholame Road	1
2006 - 09-27 Utility Letter "B" for Area for Third Avenue from Silica Drive to Burwood Avenue	1
2006 - 10-03 Water Service Fees - 13185 Camelia Rd.	2
2006 - 10-10 Water Service Fees - 15370 Bear Valley Rd.	1
2006 - 10-19 Water Service Fees - Civic Center Office Plaza 396-154-08, 09	2
2006 - 10-20 Utility Letter "B" for AFG Glass Plant - Industrial Blvd. & Silica Rd.	1
2006 - 10-24 Fire Flow Test - Hydrant # 194 - New; Hwy 395 & Mojave	1
2006 - 10-24 Fire Flow Test - Hydrant # 194 - New; Highway 395 & Mojave	1
2006 - 10-26 UPDATED Water Service Fees - Civic Center Office Plaza 0396-154-08, 09	2
2006 - 10-26 REVISED Fire Flow Test - Hydrant # 194 - New; Hwy. 395 & Mojave	1
2006 - 10-26 REVISED Fire Flow Test - Hydrant # 194 - New; Highway 395 & Mojave	1
2006 - 10-24 LMAD Irrigation Water Service Fees - Tract 15456 Meter No. 2	1
2006 - 10-24 LMAD Irrigation Water Service Fees - Tract 15456 Meter No. 1	1
2006 - 11-07 Utility Info. Request - Community Ctr. Proj. in V.V. - APN - 0472-371-01	1
2006 - 11-16 Fire Flow Test - Hydrant # 142-14; SW Corner of Plamdale and Del Gado	1
2006 - 11-28 Fire Flow Test - Hydrant # 166 - Anacapa & Pacoima; SW Corner	1
2006 - 11-30 14090 Anacapa Rd. - APN # 3105-331-080000	1
2006 - 12-05 Fire Flow Test - Hydrant # 116-33; Bear Valley & Balsam	1
2006 - 12-05 REVISED Fire Flow Test - Hydrant # 116-33; Bear Valley & Balsam	1
2006 - 12-15 Fire Flow Test - Hydrant # 142-27; Del Gado between Bonanza and Anacapa	1
2006 - 12-19 Utility Letter "A" - for area of La Paz Drive	1
2006 - 12-27 Utility Letter "A" - Seneca Rd. - Hesperia Rd. to 7th St.	

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2007 - 01-08 Water Services Fees - Joey's Auto Plaza 17043 D St.	
	2
2007 - 01-18 UPDATED LMAD Irrigation Water Services Fees - Tract 15456	
	2
2007 - 01-16 Fire flow Test - Hydrant # 144-15; Del Gado & Olivera	
	1
2007 - 01-19 UPDATED LMAD Irrigation Water Services Fees - Tract 15456	
	2
2007 - 01-30 Water Service Fees - Irwin Elementary Expansion - 14907 Mojave Dr.	
	1
2007 - 02-09 Fire Flow Test - Hydrant # 293-6; Monarch Blvd.	
	1
2007 - 02-09 Fire Flow Test - Hydrant # 159-8; Mojave Dr. and Ramada Dr.	
	1
2007 - 02-14 Fire Flow Test - Hydrant # 290-21; Del Gado & La Brisa	
	1
2007 - 02-13 Fire Flow Test - Hydrant # 251-35; Bonanza Rd. East of Amargosa	
	1
2007 - 02-16 Fire Flow Test - Hydrant # 135-17; 10th And D St.	
	3
2007 - 02-20 Fire Flow Test - Hydrant # 83-161; Bear Valley Rd. and Seventh	
	1
2007 - 02-26 Fire Flow Test - Hydrant # 290-21; Del Gado & La Brisa	
	1
2007 - 03-13 Fire Flow Test - Hydrant # 236-36; Sage & Valley Center	
	1
2007 - 04-02 LMAD Irrigation Water Service Fees - Tract 16807	
	2
2007 - 04-18 Utility Info. Request for "Cottonwood Ave. Water Pipeline Project"	
	1
2007 - 05-15 Fire Flow Test - Hydrant on Arrowhead Dr. North of Ottawa Dr.	
	3
2007 - 05-15 Fire Flow Test - Hydrant # 289-17; La Habra and Luna	
	1
2007 - 06-19 Fire Flow Test - Hydrant # 150-4 (Old # 50-56)	
	1
2007 - 07-10 Fire Flow Test - Hydrant # 329-4 (Old Hydrant # 163-2); Mojave & West Trail	
	3
2007 - 10-29 Water Service Fees-Amargosa Self Storage 15262 Mojave Dr.	
	2
2007 - 12-03 Buliding in PUE-Oscar Moreno 15187 Gravilla Rd.	
	1
2007 - 12-03 Pete Brown 12563 Geronimo Ave	1

John Morales - Water Dept. Chron Files

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2006 - 04-05 LMAD Irrigation Water Service Fees	1
2006 - 03-28 Fire Flow Test - Hydrant # 059-021; Mojave Dr. & Ramada Dr.	3
2006 - 03-27 Water Service Fees-Arlen Development #1	2
2006 - 03-21 LMAD Irrigation Water Service Fees	1
2006 - 03-21 Fire Flow Test - Hydrant # New; Coalinga & Cahuenga Rd.	1
2006 - 03-21 Fire Flow Test - Hydrant # 190-?; Mesa Linda & Botella Rd.	1
2006 - 03-20 Fire Flow Test - San Martin & Maricopa Rds.	4
2006 - 03-14 LMAD Irrigation Water Service Fees	1
2006 - 03-14 Fire Flow Test - Dos Palmas Between Amethyst & San Martin	1
2006 - 03-13 Fire Flow Test - Hydrant # 076-04 & 05; 7th & Victor St.	1
2006 - 03-13 Fire Flow Test - Hydrant # 076-054 & 056; 7th & Tatum	1
2006 - 03-13 Tract 13816 & 16463 Backbone	1
2006 - 03-10 Water Supply Study for Tract 17249	1
2006 - 03-08 Meter Connection Fees - Rodeo Dr. & Hughes Rd.	1
2006 - 03-08 LMAD Irrigation Water Service Fees	3
2006 - 03-01 Amargosa Rd. & Village Dr.-Proposed Traffic Signal	1
2006 - 02-14 Amargosa Rd.& Village Dr.- Proposed Traffic Signal Project	3
2006 - 02-28 Case No.: SP 06-023, APN: 0477-041-13	1
2006 - 02-28 Water Service Fees - Eagle Motors	2
2006 - 02-28 APN: 3104-081-01, 14-17 & 3104-071-01 & 02	2
2006 - 02-28 Case No.: SP-06-024, APN: 3093-201-07	1
2006 - 02-28 APN: 0396-012-19	1
2006 - 02-28 APN: 3092-291-24	1
2006 - 02-28 APN: 3090-501-01	1
2006 - 02-28 APN: 3093-541-32	1
2006 - 02-28 APN: 0472-181-14, 43, 44, 45, 61	1
2006 - 03-01 Fire Flow Test - Hydrant # 144-18; Peral Rd. & Llano Rd.	1
2006 - 02-16 Tract 14199-Ottawa & Great Falls Rd.	1
2006 - 02-16 Fire Flow Test - Hydrant # 143-053; Maricopa & Cahuenga Rd.	1
2006 - 02-16 Fire Flow Test - Hydrant # 143; Gravilla & Cahuenga Rd.	1
2006 - 02-16 Fire Flow Test - Hydrant # 144-99; El Evado & Luna Rd.	1
2006 - 02-13 APN: 0472-181-51, 0472-014-44, 45, 61	2
2006 - 02-13 Site Plan Modification	2
2006 - 02-13 Zone Change	1
2006 - 02-13 Conditional Use Permit	1
2006 - 02-13 Tentative Tract	1
2006 - 02-09 Fire Flow Test - Hydrant # 119-49 & 50; Borego & Coalinga Rd.	1
2006 - 02-09 Fire Flow Test - Hydrant # 183-08; Cobalt & Aster Rd.	1
2006 - 02-07 Water Service Fees - Subway Restaurant at Palmdale & Amargosa Rd.	2
2006 - 02-07 Water Service Fees - Amargosa Self-Storage at Amargosa & Mojave	2
2006 - 02-06 Fire Flow Test - Hydrant # 153-015; Hook & El Evado Rd.	1
2006 - 01-31 Site Plan Modification	1
2006 - 01-31 Conditional Use Permit	1
2006 - 01-31 Zone Change	1
2006 - 01-31 Tentative Tract	1
2006 - 01-31 Parcel Map	1
2006 - 01-23 Water Service Fees - Brentwood Plaza at El Evado & Hook Blvd	2
2006 - 01-19 Water Service Fees - DD's Discount	2

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2006 - 01-18 Water Service Fees - Vallarte Supermarket	1
2006 - 01-12 Vallarte Supermarket - Cottonwood & Mariposa	1
2006 - 01-13 Site Plan Modification	1
2006 - 01-13 Tentative Tract	1
2006 - 01-13 Conditional Use Permit	1
2006 - 01-12 Water Service Fees - Del Rio Sunrooms	2
2006 - 01-09 Water Service Fees - Tamarack Industrial	2
2006 - 01-04 Water Service Fees - Park Avenue Office Building	2
2006 - 01-04 Water Service Fees - Morada Rd. Apartments	4
2006 - 01-04 Fire Flow Test - Hydrant # 183-026; Seneca Rd. & Diamond	1
2006 - 01-03 Water Service Fees; Zenda Apartments	2
2005 - 12-22 Site Plan Modification	1
2005 - 12-22 Conditional Use Permit	1
2005 - 12-22 Tentative Tract	1
2005 - 12-16 Water Service Fees - DD's Discount	6
2005 - 12-14 Refund for Plan Check Fees	1
2005 - 12-12 Fire Flow Test - Hydrant # 121-32 & 33; McArt South of Seneca Rd.	1
2005 - 12-13 Fire Flow Test - Hydrant # 92-13 & 16; Morada Rd. & Malpais	1
2005 - 12-12 Zone Change	1
2005 - 12-12 Tentative Tract	1
2005 - 12-12 Conditional Use Permit	2
2005 - 12-12 General Plan Amendment	2
2005 - 12-12 Site Plan Modification	2
2005 - 12-12 Water Service Fees - Mojave Vistas Park	2
2005 - 12-06 Water Service Fees - Montecito & Holly Dr.	2
2005 - 12-05 Water Service Fees - Anacapa & Industrial	2
2005 - 12-05 LMAD Irrigation Water Service Fees - Tract 16936	1
2005 - 11-21 Fire Flow Test - Hydrant # 139-New; Mojave & El Evado	1
2005 - 11-21 Fire Flow Test - Hydrant # 142-014; Palmdale & Delgado Rd.	1
2005 - 11-21 Fire Flow Test - Hydrant # 059-113; 7th & Merrill	1
2005 - 11-08 Fire Flow Test - Hydrant # 061-056; D St. & 1st St.	1
2005 - 11-07 Fire Flow Test - Hydrant # 112-020; Mariposa & Talpa Rd.	1
2005 - 11-07 Water Service Fees - Popeyes Restaurant	3
2005 - 11-01 Fire Flow Test - Hydrant # 059-106; 7th & Lacy	1
2005 - 11-01 Fire Flow Test - Hydrant # 166-095; San Martin & Dos Palmas	1
2005 - 11-01 Fire Flow Test - Hydrant # 120-041; Anacapa & Borego	1
2005 - 10-31 Fire Flow Test - Near the Intersection of Manzano & Delgado Rd.	1
2005 - 10-31 Water Service Fees - Hilton Garden Inn Hotel	3
2005 - 10-27 Fire Flow Test - Hydrant # 111-044 & 056; Anacapa & Park Ave	3
2005 - 10-26 Fire Flow Test - Hydrant # 121-026 & 027; McArt & Palmdale	1
2005 - 10-21 Fire Flow Test - Hydrant # 123-014 & 034; Arlette & Hook Blvd.	1
2005 - 10-21 Fire Flow Test - Hydrant # 057-019 & 028; Lorene & Cactus	1
2005 - 10-21 Fire Flow Test - Hydrant # 121-053 & 046; Borego & Seneca Rd.	1
2005 - 10-17 Proposed 588 Unit Condominium Complex, APN 0472-061-25	2
2005 - 10-13 Water Availability Notification - Jasmine & 2nd Ave.	1
2005 - 10-12 Water Service Fees - Mojave Vistas Park	2
2005 - 10-07 Water Service Fees - Zenda Apartments	2
2005 - 10-06 Fire Flow Test - Hydrant # 109-022 & 020; Roy Rogers & Civic Dr.	1
2005 - 10-04 Fire Flow Test - Hydrant # 051-022 & 089; Hesperia Rd. & Bear Valley Rd.	1
2005 - 10-05 Mojave Vistas Project - Project No. 509106	1
2005 - 10-03 Fire Flow Test - Hydrant # 109-022 & 020; Roy Rogers & Civic Dr.	

2005 - 10-03 Fire Flow Test - Hydrant # 079-101 & 103; Arrowhead & Yates	4
2005 - 09-28 Water Service Fees - Safeguard Self Storage	1
2005 - 09-28 LMAD - Irrigation Water Service Fees - Tract 16718	1
2005 - 09-28 Site Plan Modification	5
2005 - 09-27 Water Service Fees - Ray Boggs - Tract 4594; Lots 57 & 58	3
2005 - 09-22 Victorian Apartments	1
2005 - 09-22 Fire Flow Test - Hydrant # 143-023 & 054; Maricopa & Delgado Roads	2
2005 - 09-19 Water Service Fess - Hesperia Rd. & Seneca Rd.	1
2006 - 05-03 Public Utility Easements at HQ Development, APN 0396-362-11	1
2006 - 05-04 Fire Flow Test - Hydrant # 112-012 & 013; Mariposa & Talpa Rd.	1
2006 - 05-11 Public Utility Easement at 13817 Dahlgren Dr.	1
2006 - 05-16 Public Utility Easement at 15617 Fresno St.	1
2006 - 05-19 Fire Flow Test - Hydrant # 146-049 & 050; Monarch & Cottonwood	1
2006 - 05-22 Fire Flow Test - Hydrant # 144-020; Peral & Llano	1
2006 - 06-05 Water Service Fees - Bipin Bhagat Medical Building	2

Emily Fontno - Water Dept. Chron Files

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2006 - 06-26 VVWD Budget for Fiscal Year 2006-2007	1
2006 - 06-28 Contract Documents and Specs. for the Const. of Zone 4 Ext.	1
2006 - 07-24 Letter of Transmittal - Carollo Engineers	1
2006 - 08-08 Letter of Transmittal - USGS - Extension of Agreement	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well 40	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well 41	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for HDPP Booster Site	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well F	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well G	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well K	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well 39	1
2006 - 08-21 Letter of Transmittal - Bus. Emer./ Contingency Plan for Well H	1
2006 - 07-06 On Call Inspection Services - Addendum No. 4-Ext. of Contract	16
2006 - 08-29 Temporary Assignment of Production Allowance	17
2006 - 12-12 Letter of Transmittal - Watermaster Flow Meter Reports	1
2007 - 02-15 Contract Change Order No. 1 for VVWD Water Master Plan	1
2007 - 05-18 VVWD - Contract for Const. of Well Nos. 44, 45 - Change Order No 4	1
2007 - 05-21 Zone 4/SCLA Water Pipeline Change Order No. 2	1
2007 - 07-03 VVWD - Contract for Sone 2 Interconnecting Pipeline - Change Order No. 2	2
2007 - 09-07 Zone 4/SCLA Water Pipeline Change Order No. 3	1

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2006 - 07-12 Public Clearance Easement at 15149 S. Culver Rd., APN 0395-335-05	1
2006 - 07-20 Fire Flow Test - NE Intersection of Senca & Carob Between Del Gado & Cahuenga Rd.	1
2006 - 07-20 Fire Flow Test - NE Intersection of Seneca Rd and Carob St.	1
2006-08-10 LMAD Irrigation Water Service Fees-Ava Loma and Mesa Linda	2
2006 - 08-10 Fire Flow Test - Hydrant # Camelia & Diamond	1
2006 - 08-10 Fire Flow Test - Hydrant # 51-49, 48, 47;Business Center Dr. & Jasmine	1
2006 - 08-10 Fire Flow Test - Hydrant # 118-36, 37; La Brisa & Olivera	1
2006 - 08-10 Fire Flow Test - Hydrant # 59-59, 61; Verde & Center Street	1
2006 - 08-10 Fire Flow Test - Hydrant # 164-109, 106; Seneca & Amethyst	1

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B. Field - Water Dept. Chron Files

Document Title	Number of Pages
2006 - 03-27 Letter of Apology	1
2005 - 11-08 Notice to Proceed - Project 800206	1
2005 - 10-11 Notice to Proceed - Project 800506	4
2005 - 09-21 Award of Bid for Const. of Arsenic Pipeline Project	1
2005 - 09-08 Notice of Award for Construction	1
2005 - 07-18 Compliance with Arsenic Rule	1
2006 - 06-13 Action Levels of Vanadium	12

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S. Ashton - Water Dept. Chron Files

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2006 - 05-10 Letter of Transmittal: As-Built Drawings & Well Reports for Well F	1
2006 - 05-17 Letter of Transmittal - V.V. Fire Dept - Contingency Plan for Well No. 27	1
2006 - 05-17 Letter of Transmittal - V.V. Fire Dept - Contingency Plan for Well No. 28	1
2006 - 08-09 Letter of Transmittal-V.V. Fire Dept-13869 Cobalt Rd. Well #34	1
2006 - 08-09 Letter of Transmittal V.V. Fire Dept-16634 Avalon St. Well #33	1
2006 - 08-09 Letter of Transmittal V.V. Fire Dept-13637 El Rio Rd. Well #31	1
2006 - 08-09 Letter of Transmittal V.V. Fire Dept-16038 Cazadero Rd. Well #30	1
2006 - 08-09 Letter of Transmittal V.V. Fire Dept -11734 Amethyst Rd. Well #29	1
2006 - 08-09 Letter of Transmittal V.V. Fire Dept-Chula Vista c/o La Paz Well #36	1
2006 - 08-09 Letter of Transmittal V.V. Fire Dept -Amethyst & Dos Palmas Well #38	1
2006 - 08-09 L Of T 11th St c/o Verde Well#35-V.V. Fire Dept	1
2006 - 08-23 Letter of Transmittal Well #43-SCE Standard Performance Contract	10
2006 - 12-12 Letter of Transmittal - Watermaster Flow Meter Reports	1

Laine Ruzicka (Carlson) - Water Dept. Chron Files

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2006 - 04-26 Fire Flow Test - Hydrant # 123-014; Hook Blvd. & Arlette Dr.	1
2006 - 04-18 Public Utility Easements at Anacapa Storage	1
2006 - 04-10 Fire Flow Test - Hydrant # 146-91; Mall of Victor Valley	2
2006 - 04-05 Tract 16777 & 16778 Water Main Upsizing Cost Reimbursement	1
2006 - 04-04 Fire Flow Test - Hydrant # 75-56; 7th St. & Circle Dr.	4
2006 - 03-31 Fire Flow Test - Hydrant # 76-57; 7th St. & Circle Dr.	4
2006 - 03-15 Water Service Fees - Home Depot	1
2006 - 02-13 Water Service Fees - Ray Boggs - Tract 4594; Lots 57 & 58	2
2006 - 02-10 Additional Changes to VVWD Wells 38, 39, 40 & 41	1
2006 - 02-09 Changes to VVWD Wells 38-41	6
2006 - 02-06 2006 Updated Water Service Fees: Popeyes Restaurant	3
2006 - 01-23 Fire Flow Test - Hydrant # 108-06; Roy Rogers Dr.	1
2006 - 01-09 Fire Flow Test - Hydrant # 110-030; Civic Dr. South of Sage St.	1
2006 - 01-09 Fire Flow Test - Hydrant # 108-06; Roy Rogers Dr.	1
2006 - 01-10 Fire Flow Test - Hydrant # 108-06; Roy Rogers Dr.	2
2005 - 12-21 Victorville Investment Partners, LLP Tract 17260 Water Utility Locations	1
2005 - 12-21 Fire Flow Test - Hydrant # 109-22; Dale Evans Way & California Ave.	1
2005 - 12-21 Fire Flow Test - Hydrant # 146-049; Monarch & Mariposa	1
2005 - 12-14 SCE Final Approval for VVWD Well 40 & 41	3
2005 - 12-12 Request for Plan of Existing or Proposed Utilities	1
2005 - 12-08 Fire Flow Test - Hydrant # 52-55 & 52-57; Second Ave. & Bear Valley Rd	1
2005 - 12-07 SCE Final Approval for the VVWD Well 41	1
2005 - 11-23 Modification of Discharge Head for Wells 39 & 40	1
2005 - 11-16 Water Service for Tract 14863	1
2005 - 09-01 Sidewalk Reinforcement for Wells 38-41	3
2005 - 08-24 Fire Flow Test - Cahuenga & Gravilla Rds.	2
2006 - 05-09 Water Service Fees - Desert Sky Plaza	2
2006 - 05-09 Water Service Fees - Third Street Apartments	2
2006 - 05-12 Availability of Water at 13630 El Evado Rd. APN 3094-451-09	1
2006 - 05-18 Fire Flow Test - Hydrant # 183-26; Emerald Rd. at Seneca Rd.	1
2006 - 05-30 Fire Flow Test - Hydrant # 119-11; Cerezo Rd. and El Rio Rd.	1
2006 - 05-31 Water Service Fees - Valley Hi Honda and Victorville Nissan	2
2006 - 06-01 VVWD Existing and Proposed Facilities Along I-15	1
2006 - 06-06 Utility Letter "A" for AFG Glass Plant; Industrial Blvd. & Silica Rd.	1
2006 - 06-06 Revised Water Service Fees - Desert Sky Plaza	1
2006 - 06-06 Fire Flow Test - Hydrant # 59-21; Mojave Dr. & Ramada Dr.	1
2006 - 06-05 Water Service Fees - Monarch Plaza	1
2006 - 06-09 Fire Flow Test - Hydrant # 61-42; E St. & River St.	1
2006 - 06-13 Fire Flow Test - Hydrant # 59-113; 7th St. & Lacey St.	1
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2006 - 06-13 Fire Flow Test - Hydrant # 59-102; Culley St. & Joshua St.	1

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2006 - 06-20 Water Facilities at Seneca Rd. and Civic Dr.	1
2006 - 06-20 Water Service Fees - 16385 Zenda St. (Zenda Apartments 2)	1
2006 - 06-20 Water Service Fees - Monarch Plaza	2
2006 - 06-28 Fire Flow Test - Hydrant # 120-48; Dos Palmas Rd.	1
2006 - 06-28 Water Service Fees - 13459 Begonia Rd.	1
2006 - 06-28 Water Service Fees - South Victorville Retail Center	2
2006 - 07-05 Updated Punch List for VVWD Wells 38-41	3
2006 - 07-21 Waterline Easement on Parcel Map 14637; 12704 & 12748 Amargosa Rd.	1
2006 - 07-18 Water Service Fees - Minton Law Office	1
2006 - 08-03 Fire Flow Request for Irwin Academy	1
2006 - 08-14 Comments on Updated Punchlist for VVWD Wells 38, 39, 40 and 41	2
2006 - 08-14 Water Service Fees - West Creek School; 15763 Cobalt Road	2
2006 - 08-23 Water Service Fees: Rite-Aid Center on Mojave Dr.	2
2006 - 08-24 Fire Flow Test - Hydrant # 183-03; Cobalt & Camelia	1
2006 - 08-31 Revised Water Service Fees - Third Avenue Apartments	2
2006 - 09-26 LMAD Irrigation Water Service Fees - Tract 17614	1
2006 - 09-26 Water Service Fees - 14052 Park Avenue (APN 0396-381-09)	1
2006 - 10-05 Fire Flow Test - Hydrant # 92-48; Culebra Rd. & Village Dr.	1
2006 - 10-16 LMAD Irrigation Water Service Fees - Tract 14035 (Rancho Rd. & Melba Ave.).	1
2006 - 11-06 Water Service Fees - Cinemark Expansion @ Mall	1
2007 - 01-17 Fire Flow Test - Hydrant # 336-10; Eatero Rd. & Petaluma Rd.	1
2007 - 01-19 Water Service Fees - Global Self Storage; 14598 Palmdale Rd.	3
2007 - 01-23 Water Service Fees - City Hall Renovation at 14343 Civic Drive	1
2007 - 01-30 LMAD Irrigation Water Service Fees - Tract 18218	2
2007 - 02-28 Victor Villa Mobile Home Park Easement Documents	5
2007 - 03-12 Water Service Fees - Village West APN 0477-241-54	2
2007 - 03-16 REVISED Water Service Fees - Village West	2
2007 - 03-19 Water Service Fees - Medical Building at 12565 Hesperia Rd.	2
2007 - 03-19 Water Service Fees - Christian Covenant Church - 14910 Bonanza Rd.	1
2007 - 04-17 Water Service Fee Estimate - Proposed Bottling Company at SCLA	2
2007 - 04-17 Water Service Fee Estimate - Proposed Development at SCLA	2
2007 - 04-17 Water Services Fees - 14370 California Ave.	3
2007 - 04-26 Connection Fees - West Palmdale Plaza & Mini Storage	2
2007 - 05-01 Supplemental Water Service Fees - Brentwood Plaza	2
2007 - 05-07 Water Service Fees - 15500 Sand St. Office Building	1
2007 - 05-07 LMAD Irrigation Water Service Fees - Tract 16905 At Cantina Dr. & Dandelion Way	1
2007 - 05-17 Supplemental LMAD Irrigation Water Service Fees - Tract 14482-2	2
2007 - 05-24 LMAD Irrigation Water Service Fees - Tract 17157	2
2007 - 05-29 Victor Villa Mobile Home Park Easement Documents	2
2007 - 05-29 Water Service Fees - 15415 Sand St. - Office Building	1
2007 - 06-08 Construction of a Block Wall at 14403 Montecito Dr.	1
2007 - 06-07 Water Service Fees - 7th St. Assembly Hall - 15010 Circle Dr.	2

2007 - 06-07 Fire Flow Test - Hydrant # 148-36; Apatite Ln. & Bear Valley Rd.	1
2007 - 06-07 Fire Flow Test - Hydrant # 160-43; Verde St. & Hesperia Rd.	1
2007 - 06-07 Fire Flow Test - Hydrant # 285-13; Borego Rd. & Seneca Rd.	1
2007 - 06-11 Fire Flow Test - Hydrant # 206-30; 7th St, & La Paz Dr.	1
2007 - 06-07 Water Service Fees - Route 66 Auto Service Center	2
2007 - 07-09 Fire Flow Test - Hydrant # 345-60; Luna Rd. & Falcon Trail	3
2007 - 07-10 Village West - Hesperia Rd. Water Pipeline	1
2007 - 07-11 Water Service Fees - Valley Bank Trucking - 17721 Turner Rd.	2
2007 - 07-11 Water Service Fees - Sunrise Apartments, McArt Rd. & Seneca Rd.	2
2007 - 07-16 Adam Wankier/Woodside Homes - Reclaimed Water Facilities	1
2007 - 09-26 Water Service Fees-America's Tire 15683 Roy Rogers Dr.	1
2007 - 08-28 LMAD Irrigation Water Service Fees Tract 16063-3-High Vista & Park Glen	1
2007 - 09-19 Water Service Fees APN 307120138	1
2007 - 10-17 Proposed Waterline Highway 395 ; Water Service to APN 313534117	1
2007 - 11-15 Covenant Grp. - Tr 14521	1
2007 - 11-15 Water Service to Proposed H.S. - Cornerstone Grp.	2
2007 - 11-13 Del Rio Sunrooms - 15610 Bear Valley Rd.	1
2008 - 01-08 Water Service Fees - Blue Diamond Plant at 15650 Air Expressway, P.N. 686107	1

	1
2006 - 06-29 APN 0395-139-08 Water Facilities	1
2006 - 08-10 12287 Pico Ct-Water Pressure Letter	1
2006 - 08-10 Tract 15598 Desert Poppy Lane - Inspection Status	1
2006 - 08-22 Tract 15598 Desert Poppy Lane - Inspection Status	1
2006 - 08-24 Fire Flow Test - Hydrant # 144-20; Llani Rd. and Peral Rd.	1
2006 - 09-11 LMAD Irrigation Water Service Fees - Tract 15598	1
2006 - 09-14 LMAD Irrigation Water Service Fees - Tract 16955	1
2006 - 09-22 Water Service Fees - Starbucks at 14689 La Paz Drive	2
2006 - 09-26 Job Number 2771 - Colusa Rd. West of Topaz Rd.	1
2006 - 10-06 LMAD Irrigation Water Service Fees - Tract 16955 Addition of Service Line Installation	1
2006 - 10-11 Fire Flow Test - Hydrant # 83-161; 7th Avenue and Bear Valley Rd.	1
2006 - 10-16 Fire Flow Test - Hydrant # 51-49; Business Center Dr. & Jasmine St.	1
2006 - 10-18 Letter of Authorization for 12937 Claremont Court	1
2006 - 10-24 Water Service Fees; Rite Aid - 7th Ave. & Bear Valley Rd.	2
2006 - 10-26 Fire Flow Test - Hydrant # 52-063; 2nd Ave. and Bear Valley Rd.	3
2006 - 10-26 Fire Flow Test - Hydrant # 20-109; Business Ctr. Dr & Industrial Ctr. Dr.	3
2006 - 10-26 Fire Flow Test - Hydrant # 89-116; 7th St. & Valley Ctr. Dr.	3
2006 - 10-30 REVISED Water Service Fees - Goodwill Education Center	2
2006 - 11-08 Water Service Fees - Wickes Furniture	2
2006 - 11-07 Fire Flow test - Hydrant # 53-013; 1st Ave. & Nisqualli Rd.	1
2006 - 11-20 McGlade Utility Pacement	3
2006 - 11-15 Fire Flow Test - Hydrant # 108-20; California Ave. & Midtown Dr.	1

Dave Fisher - Water Dept. Chron Files

Document Title	Number of Pages
2006 - 10-26 Fire Flow Test - Hydrant # 183-??; Diamond Rd. & Seneca Rd.	1
2006 - 11-14 Fire Flow Test - Hydrant # 123-3; Amargosa Rd. & Midtown Dr.	1
2006 - 11-20 Theiss Utility Info. Request	1
2006 - 11-28 Utility Information Request at Spring Valley Lake & Santa Fe Ave.	1
2006 - 12-05 Fire Flow Test - Hydrant # 20-46; Industrial Blvd. & Bear Valley Rd.	1
2006 - 12-05 LMAD Irrigation Water Service Fees - Tract 14647	1
2006 - 12-07 Fire Flow Test - Hydrant # 143-41; Coalinga Rd. & Cahuenga Rd.	1
2006 - 12-15 Water Service Fees - 12748 Amargosa Rd. - Retail Shops Near Wickes	2
2007 - 01-24 Connection Fees - 14390 Park Ave. Maderas Law Office Bldg.	1
2007 - 02-13 Fire Flow Test - Hydrant # 253-17; Intersection of California & Sand St.	1
2007 - 02-13 Fire Flow Test - Hydrant # 159-20; Hesperia Rd. 650-Ft. North of Victor Rd.	1
2007 - 02-13 Fire Flow Test - Hydrant # 210-10; Village Dr. & Tawney Ridge Ln.	1
2007 - 02-22 Water Service Fees - Dr. Mikes Walk-In Clinic 15626 Hesperia Rd.	1
2007 - 02-21 Parcel Map No. 18504; SW Corner of Locust & Pahute	1
2007 - 02-22 Fire Flow Test - Hydrant 3 347-02; Amethyst Rd	1
2007 - 03-29 Letter of Authorization for 15869 Heatherdale Rd.	1
2007 - 04-04 Water Services Fees - Cocky Bull Restaurant	2
2007 - 04-17 Letter of Authorization for 15610 & 15632 Bear Valley Rd.	1
2007 - 05-07 Del Rey School Fire Hydrant, Air Vac & DIP Crossing	1
2007 - 05-14 Fire Flow Test - Hydrant # 349-9; Amethyst & Begonia	3
2007 - 05-15 Fire Flow Test - Hydrant # 252-7; Palmdale Rd. & McArt Rd.	1
2007 - 06-07 Fire Flow Test - Hydrant # 375-NA; Topaz & Dos Palmas	3
2007 - 06-07 Fire Flow Test - Hydrant # 193-20; Nisqually Rd. & 4th	1
2007 - 06-27 Fire Flow Test - Hydrant # 297-13; Manzano Rd. East of El Evado Rd.	1
2007 - 07-24 Fire Flow Test - Hydrant # 301-40; Del Gado Rd. and Anacapa Rd.	3
2007 - 08-21 Water Services Fee-Cota Apts, Borrego Rd.	2
2007 - 08-21 Letter of Auth for 14196 Apple Creek Dr.	1
2007 - 08-27 JB Specialty Contractor Fire Flow Test-Hydrant 253-32 Civic Dr. & Kentwood Ave.	1
2007 - 08-27 Letter of Auth for 15587 Sitting Bull St	1
2007 - 08-27 Fire Flow Test- Hydrant # 237-4 Park Ave. & Anacapa Rd.	1
2007 - 08-06 Fire Flow Test - Hydrant # 398 Hwy 395 & Palmdale Rd.	1
2007 - 08-06 Fire Flow Test - Hydrant # 402-1 Hwy 395 & Mojave Dr.	1
2007 - 10-11 Water Services Fees-Parcel 1 PM 15791	1
2007 - 10-11 San Bernardino County Surveyor Parcel Map No. 16989	1
2007 - 04-11 Fire Flow Test Hydrant # 348-6 Amethyst & Palmdale Rd.	4
2007 - 09-10 Letter of Auth 13435 Sierra Rd.	1
2007 - 09-20 Vacation on a 20" Public Utility Easement	1
2007 - 09-17 Water Service Fees-Parcel 6 PM 15791	2
2007 - 09-17 Water Service Fees Parcel 1 PM 15791	2
2007 - 09-17 Water Service Fees 13220 Begonia Rd.	2

2007 - 09-17 Water Service Fees-Silverado High School 2
2007 - 09-05 Letter of Auth for 15587 Sitting Bull St. 1
2007 - 09-19 C.D.P. # 2 (Singh) PM 18041 1
2007 - 09-19 C.D.P. # 1 (Swegles) PM 17672 1
2007 - 10-29 Tentative Parcel Map 17660, APN 307052112 1
2007 - 10-31 Water Service Fees-15415 5th St., APN 047809706 2
2007 - 10-16 Letter of Auth 13421 Sierra Rd. 1
2007 - 11-07 Moradian - Tamarack & Park Industrial Bldg. 2
2007 - 11-26 Water Service Fees-15577 3rd St. 2
2007 - 11-30 Water Service Fees-APN: 309755120 1
2007 - 12-03 Approval of LASCO Vault Lid Trosper/Sales 1930 Raymer Ave 1

Reggie Lamson - Water Dept. Chron Files

Document Title	Number of Pages
2005 - 03-07 Amethyst Rd. - Palmdale Rd. to Seneca Rd.	1
2006 - 03-31 VVWD February Operations Payment Request	1
2006 - 03-31 VVWD January Operations Payment Request	1
2006 - 03-14 Proposed 21-Unit Multi-Family Development - Water Service Fees	4
2006 - 02-23 Water Service For Proposed Commercial Development	5
2006 - 02-13 Vacation of Portions of Easements, Tract Map No. 16982	3
2006 - 01-12 Vacation of Poppy & Cordova Rds., Tawney Ridge & Public Utility Easements	3
2006 - 01-12 Fax: Easement Doc. W/Nutro Prod./Legal Desc.for Future Well Site	4
2006 - 01-05 VVWD March-May Operations Payment Request	1
2005 - 12-21 S.B. County Board of Supervisors Mtg.	1
2005 - 12-21 Vacation of a Portion of Sitting Bull Street	5
2005 - 12-04 High Density Residential Project	8
2005 - 12-01 Ninth Semi-Annual Report-Oro Grande Wash Conjunctive Use Project	4
2005 - 11-17 Property in V.V. Off 1st and Avalon	1
2005 - 11-02 Vacation of Excess Right of Way, Tract 16174	3
2005 - 10-17 Proposed 588 Condominium Complex	7
2005 - 09-27 Revised Water Pipeline Easement and Revised Will Serve Agreement	18
2005 - 09-27 Letter of Transmittal: Groundwater Water Model	1
2005 - 09-21 Const. of Well Nos. 42 & 43/Change Order Nos. 2, 3 & 4	7
2005 - 08-24 Well Pumping Plant 38/Certified Pump Test	2
2005 - 08-24 Victor Valley High School Revised Water Services	6
2005 - 08-22 Vacation of 20 Ft. Wide Alley-Corta Pl. & Victor St., Tract 7407, Lots 25 & 26	5
2005 - 07-20 APN 0472-031-60, 61, 62, 64 & 65	1
2005 - 07-20 Vacation of Westerly 8 Feet of Mesa Linda Street	3
2005 - 07-19 Vacation of Easement and Portions of Dos Palmas and Mesa View Drive	5
2005 - 07-19 VVWD March-May Operation Payment Requests	1
2005 - 07-11 Payment Rqst. # 3 & Change Order # 3	30
2005 - 07-08 Water Service Fees - Nutro Products Project	3
2005 - 06-30 Proposed 21-Unit Multi-Family Development, Water Service Fees	3
2005 - 06-24 Mojave/I-15 Overpass Expansion	1
2005 - 07-14 Equipping of Wells 38-41, RFI Nos. 3 and 4	2
2005 - 06-13 Wells 38-41 Miscellaneous Construction Document Revisions	3
2005 - 06-10 Letter of Transmittal: Well H Drainage Facility	1
2005 - 05-31 Mojave Dr. to 6th Street	6
2005 - 05-26 Equipping Wells 38-41, RFI Nos. 1 & 2	2
2005 - 05-10 El Evado Fire Station #312 - Connection Fees	3
2005 - 05-02 Fax: Water Well Drillers Report	5
2005 - 04-28 Eighth Semi-Annual Report-Oro Grande Wash Conjunctive Use Project	4
2005 - 04-27 VVWD Notice to Proceed-Equipping of Wells 38-41	2
2005 - 04-26 Drainage Easement Across VVWD Well Site	9
2005 - 04-13 Contract Change Order No. 1	2
2005 - 04-13 VVWD Notice to Proceed-Grading of Well Site No. 47	2
546 of 566	2
2005 - 03-24 Easement Information	3
2005 - 03-23 VVWD Notice to Proceed-Missing-Link Water Pipelines	

	1
2005 - 03-10 VVWD Notice to Proceed-Eva Dell Park/Hesperia Rd. Pipeline Project	3
2005 - 03-03 Termination of Contract	3
2005 - 02-23 Proposed 21-Unit Multi-Family Development, Water Service Fees	2
2005 - 02-18 VVWD 01/2005 Operations Payment Request	1
2005 - 02-17 I-15/Mojave Dr. Improvement Project	2
2005 - 02-16 Vacation of Easement and Portions of Street Dedication	1
2005 - 02-04 Water Service - Desert Valley Hospital and Medical Offices	4
2005 - 01-18 Water Services Fees - Stoddard Wells Rd. Sewer Lift Station	2
2005 - 01-13 Opus West Connection Fee Letter	3
2005 - 01-11 Opus West Agreement	3
2005 - 01-06 Water Service Fees: CONAGRA	4
2006 - 05-01 Encroachment Permit - Zone 4 Extension Pipeline	1
2006 - 05-11 Letter of Transmittal: Const. of Well Nos. 44, 45 & 47	2
2001 Chron File - R. Lamson	0

Dave Fisher - Chron Files

Document Title	Number of Pages
2006 - 10-26 Fire Flow Test - Hydrant # 183-??; Diamond Rd. & Seneca Rd.	1
2006 - 11-14 Fire Flow Test - Hydrant # 123-3; Amargosa Rd. & Midtown Dr.	1
2006 - 11-20 Theiss Utility Info. Request	1
2006 - 11-28 Utility Information Request at Spring Valley Lake & Santa Fe Ave.	1
2006 - 12-05 Fire Flow Test - Hydrant # 20-46; Industrial Blvd. & Bear Valley Rd.	1
2006 - 12-05 LMAD Irrigation Water Service Fees - Tract 14647	1
2006 - 12-07 Fire Flow Test - Hydrant # 143-41; Coalinga Rd. & Cahuenga Rd.	1
2006 - 12-15 Water Service Fees - 12748 Amargosa Rd. - Retail Shops Near Wickes	2
2007 - 01-24 Connection Fees - 14390 Park Ave. Maderas Law Office Bldg.	1
2007 - 02-13 Fire Flow Test - Hydrant # 253-17; Intersection of California & Sand St.	1
2007 - 02-13 Fire Flow Test - Hydrant # 159-20; Hesperia Rd. 650-Ft. North of Victor Rd.	1
2007 - 02-13 Fire Flow Test - Hydrant # 210-10; Village Dr. & Tawney Ridge Ln.	1
2007 - 02-22 Water Service Fees - Dr. Mikes Walk-In Clinic 15626 Hesperia Rd.	1
2007 - 02-21 Parcel Map No. 18504; SW Corner of Locust & Pahute	1
2007 - 02-22 Fire Flow Test - Hydrant 3 347-02; Amethyst Rd	1
2007 - 03-29 Letter of Authorization for 15869 Heatherdale Rd.	1
2007 - 04-04 Water Services Fees - Cocky Bull Restaurant	2
2007 - 04-17 Letter of Authorization for 15610 & 15632 Bear Valley Rd.	1
2007 - 05-07 Del Rey School Fire Hydrant, Air Vac & DIP Crossing	1
2007 - 05-14 Fire Flow Test - Hydrant # 349-9; Amethyst & Begonia	3
2007 - 05-15 Fire Flow Test - Hydrant # 252-7; Palmdale Rd. & McArt Rd.	1
2007 - 06-07 Fire Flow Test - Hydrant # 375-NA; Topaz & Dos Palmas	3
2007 - 06-07 Fire Flow Test - Hydrant # 193-20; Nisqually Rd. & 4th	1
2007 - 06-27 Fire Flow Test - Hydrant # 297-13; Manzano Rd. East of El Evado Rd.	1
2007 - 07-24 Fire Flow Test - Hydrant # 301-40; Del Gado Rd. and Anacapa Rd.	3
2007 - 08-21 Water Services Fee-Cota Apts, Borrego Rd.	2
2007 - 08-21 Letter of Auth for 14196 Apple Creek Dr.	1
2007 - 08-27 JB Specialty Contractor Fire Flow Test-Hydrant 253-32 Civic Dr. & Kentwood Ave.	1
2007 - 08-27 Letter of Auth for 15587 Sitting Bull St	1
2007 - 08-27 Fire Flow Test- Hydrant # 237-4 Park Ave. & Anacapa Rd.	1
2007 - 08-06 Fire Flow Test - Hydrant # 398 Hwy 395 & Palmdale Rd.	1
2007 - 08-06 Fire Flow Test - Hydrant # 402-1 Hwy 395 & Mojave Dr.	1
2007 - 10-11 Water Services Fees-Parcel 1 PM 15791	1
2007 - 10-11 San Bernardino County Surveyor Parcel Map No. 16989	1
2007 - 04-11 Fire Flow Test Hydrant # 348-6 Amethyst & Palmdale Rd.	4
2007 - 09-10 Letter of Auth 13435 Sierra Rd.	1
2007 - 09-20 Vacation oa a 20" Public Utility Easement	1
2007 - 09-17 Water Service Fees-Parcel 6 PM 15791	2
2007 - 09-17 Water Service Fees Parcel 1 PM 15791	2
2007 - 09-17 Water Service Fees 13220 Begonia Rd.	2

2007 - 09-17 Water Service Fees-Silverado High School	2
2007 - 09-05 Letter of Auth for 15587 Sitting Bull St.	1
2007 - 09-19 C.D.P. # 2 (Singh) PM 18041	1
2007 - 09-19 C.D.P. # 1 (Swegles) PM 17672	1
2007 - 10-29 Tentative Parcel Map 17660, APN 307052112	1
2007 - 10-31 Water Service Fees-15415 5th St., APN 047809706	2
2007 - 10-16 Letter of Auth 13421 Sierra Rd.	1
2007 - 11-07 Moradian - Tamarack & Park Industrial Bldg.	2
2007 - 11-26 Water Service Fees-15577 3rd St.	2
2007 - 11-30 Water Service Fees-APN: 309755120	1
2007 - 12-03 Approval of LASCO Vault Lid Trosper/Sales 1930 Raymer Ave	1

S. de la Garza - Water Dept. Chron Files

Document Title	Number of Pages
2006 - 03-27 Letter of Apology	1
2007 - 03-06 Water Service to 16959 Stoddard Wells Rd.	2
2007 - 03-13 DPW App. for Excavation Permit - Well 44	6
2007 - 05-21 Water Line Hit at 15218 Copper Canyon	1
2007 - 06-21 NTP - HDU-Arrowhead Dr Missing Link	1
2007 - 06-21 NTP - HDU-Yates Tee	1
2007 - 06-21 NTP - HDU Well 41 arsenic /seneca rd	1
2007 - 06-21 NTP - Zone 4 Seneca-Amargosa	1

Handwritten notes:
A bracket groups the first three rows (2006-03-27, 2007-03-06, 2007-03-13) with the year "2008".
A larger bracket groups the last five rows (2007-05-21 through 2007-06-21) with the year "2008" and the text "- Duplicates".

Christy Stevens - Water Dept. Chron Files

Document Title	Number of Pages
2006 - 04-25 Fire Flow Test - Hydrant # 50-56; Silica Rd. East of 1st. Ave	2
2006 - 04-10 Fire Flow Test - Hydrant # 187 - Mesa Linda; Dos Palmas and Mesa Linda Ave	2
2006 - 03-23 Utility Letter "A" for Hesperia Rd. and Verde St. Storm Drain Lateral	1
2006 - 03-21 Fire Flow Test - Hydrant # 187-Mesa Linda; Dos Palmas Rd. & Mesa Linda Ave	1
2006 - 03-15 Vacation of Verano St. & Mesa Linda St., Tract 16887-2	1
2006 - 03-08 Fire Flow Test - Mesa Linda Ave. & Luna Rd.	3
2006 - 03-07 Vacation of Olivine Rd. and an Un-Named Street	1
2006 - 03-07 Vacation of a Portion of Brookfield Drive	1
2006 - 03-07 Fire Flow Test - Hydrant # New; Palmdale Rd. and HWY 395	1
2006 - 02-02 Seneca Elementary School Construction Note Changes	2
2006 - 02-06 Fire Flow Test - Hydrant # 53-87; Silica Rd. and 1st Ave.	3
2006 - 01-04 APN # 0395-085-15	1
2005 - 12-21 Fire Flow Test - Hydrant # 140-39; Seneca and El Evado Rds.	1
2005 - 12-12 Fire FLOW Test - Hydrant # 174; 017	1
2005 - 11-29 Fire Flow Test - Hydrant #V178; Cobalt Rd. & Tawney Ridge Lane	1
2005 - 11-23 Fire Flow Test - Hydrant # 109; Civic Dr. & Roy Rogers Dr.	1
2005 - 11-23 Fire FLOW Test - Hydrant # 140-041 and -002; Seneca Rd. & Karen Dr.	1
2005 - 11-16 Vacation of Evening Star Road, Tract 16955	1
2005 - 10-19 Certified Pump Test Results 39, 40, 41	3
2005 - 09-02 Revised Certified Test Results - Well 38	2
2006 - 05-08 Water Service Fees - 16888 Nisqualli Rd.	1
2006 - 05-08 Punch List for Well Nos. 38-41	3
2006 - 04-27 Water Service Fees - Casa Bella Apartments-Phase 2	3
2006 - 05-15 Vacation of Tawney Ridge Ln., Cordova Rd. PUE's & Drainage Easement VAC #6-06	1
2006 - 05-17 Fire Flow Test - Hydrant # 187 - Arvilla & Topaz	1
2006 - 05-17 Utility Information Request at De Anza Rd. and 7th St.	1
2006 - 05-22 Fire Flow Test - Hydrant # 20-105; Industrial Ctr. Dr. & Jasmine St.	1
2006 - 05-25 Fire Flow Test - Hydrant # 151-; El Evado Rd. & Palmdale Rd.	1
2006 - 05-30 Fire Flow Test - Hydrant # 20-015; Industrial Center Dr. and Jasmine St.	1
2006 - 06-01 Fire Flow Test - Hydrant # 149-70; El Evado Rd. and La Habra Rd.	1
2006 - 06-06 Vacation of Portion of Dante Rd., APN 0472-061-23	1
2006 - 06-05 Fire Flow Test - Hydrant # 140-41; Karen Dr. and Seneca Rd.	1
2006 - 06-06 LMAD Irrigation Water Service Fees - Tract 15363	1
2006 - 06-07 Wells 38-41 Solid-State Timers	1
2006 - 06-12 Water Service Fees - Reliable Self Storage Updated Fees	2
2006 - 06-16 LMAD Irrigation Water Service Fees - Tract 16968 Westcreek Phase I	1
2006 - 06-15 Water Service Fees - Reliable Self Storage Updated Fees	2
2006 - 06-14 Water Service Fees - 15010 Circle Drive	2
2006 - 06-20 Water Service Fees - Tract 15598 Irrigation Meter for South Park	2
551 of 566	2
2006 - 06-26 A7A Ready Mixed Concrete, Inc.	2
2006 - 06-27 Fire Flow Test - Hydrant # 140-41; Karen Dr. and Seneca Rd.	

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760.770.0873
Fax 760.770.1724

Direct E-mail Address:
makashima@gdqlaw.com

Reply to:
Calabasas Office

AGENDA ITEM

AGENDA ITEM NO.: ____

CITY COUNCIL MEETING OF: **March 17, 2009**

SUBMITTED BY:

DATE: March 17, 2009

Andre de Bortnowsky, City Attorney
Randall Nakashima, Deputy City Attorney

ATTACHED: Resolution No. 09-013

SUBJECT: La Mesa-Nisqualli/I-15 Interchange Project
Our File No.: VVCA0050-18
Public Session Staff Report

FISCAL IMPACT:

Budget Amount:
Budget Acct. No.:

--Finance Department Use Only--

Additional Appropriation:

____ No
____ Yes/\$Amt.:

Finance Director Review and Approval ____

This memo concerns a request from Epic Land Solutions that the City Council approve a Resolution to provide a foundation under Caltrans guidelines for all Resolutions of Necessity to purchase property for the construction of the La Mesa Road/Nisqualli Interchange Project (the Project). It is on the Council's agenda for consideration of the following:

1. Shall the Council adopt Resolution No. 09-013, providing that the City will comply with the requirements of the Caltrans Right of Way Manual in obtaining property for the La Mesa/Nisqualli Project, and duly authorize appropriate legal counsel to bring the condemnation actions? The Resolution must be passed by a 4/5 vote.

DISCUSSION

Background: Previously, the City has found that growth in population has caused the Bear Valley Road interchange with the I-15 to become a traffic bottleneck. On August 27, 2007, John A. McGlade received a letter from Caltrans, authorizing the City to proceed with all right of way activities, including condemnation, for a project to build an a new interchange between Bear Valley and Palmdale Road at the junction of the I-15 at La Mesa and Nisqualli (the Project). Victorville assumed the role of lead agency for right of way acquisition for the Project. The City retained right of way agent, Epic Land Solutions, to handle the necessary property acquisitions, and authorized the City Attorney's office to condemn those properties that Epic could not obtain by negotiation.

Reason for Resolution: The Council has already passed Numerous Resolutions of Necessity to authorize the City Attorney's office to bring eminent domain actions against certain property owners and to provide Epic with additional leverage to negotiate. Epic has recently informed us that the Caltrans Right of Way Manual now requires the Council to pass a "foundational" Resolution by a four-fifths vote, averring that the City will hear the Resolutions of Necessity associated with the La Mesa-Nisqualli, will follow the approved procedure set forth in the Right of Way Manual, and will duly authorize appropriate legal counsel to bring the condemnation actions.

The attached Resolution is based upon an approved model used by the County of Riverside to obtain approval from Caltrans. The "Resolution of Necessity Packages" referenced in the Resolution are the same documents (Resolution of Necessity, Notice of Intent, maps, etc.) the Council has reviewed and approved with respect to the prior La Mesa-Nisqualli acquisitions.

RECOMMENDATION

Adoption of a "master" Resolution is essentially the Council's ratification of the procedure and standards the City has already followed during the course of the Project, and amounts to a "housekeeping" requirement to properly comply with Caltrans requirements.

We therefore recommend that the Council adopt the Resolution to comply with the Caltrans Right of Way Manual and to further the Project.

CITY COUNCIL OF THE CITY OF VICTORVILLE

RESOLUTION NO. 09-013 (Nisqualli Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ELECTING TO HEAR ALL RESOLUTIONS OF NECESSITY FOR THE LA MESA NISQUALLI INTERCHANGE PROJECT AND DESIGNATION OF THE CITY ATTORNEY'S OFFICE TO PROCESS RESOLUTION OF NECESSITY PACKAGES FOR THE PROJECT

WHEREAS, the City of Victorville ("City") is a municipal corporation and a city duly organized and existing pursuant to the Constitution and the laws of the State of California; and

WHEREAS, pursuant to Government Code section 37350.5, the City has the power to acquire by eminent domain any property necessary to carry out any of its powers or functions; and

WHEREAS, the City has determined that the acquisition of property for the La Mesa-Nisqualli/I-15 Interchange Project (the Project) would create a public benefit; and

WHEREAS, on August 27, 2007, the City Engineer received a letter from Caltrans authorizing the City to proceed with all right of way activities, including condemnation for the Project; and

WHEREAS, all local public agency projects on the State of California Highway System, within the existing or proposed State of California rights of way are subject to the requirements of the State of California Department of Transportation (Caltrans) Right of Way Manual, and recent provisions to the Caltrans Right of Way Manual now require a local public entity to pass a resolution by a four-fifths vote, making an election to hear all the Resolutions of Necessity for the Project; and

WHEREAS, the City will follow state statute requirements and the Caltrans Right of Way Manual processes in the issuance of the Notice of Intent to adopt a Resolution of Necessity and in the adoptions of a Resolution of Necessity, and in the adoption of a Resolution of Necessity, and the City Attorney is designation to process and approve the resolution packages;

WHEREAS, the City commenced condemnation proceedings for the Project in 2008;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA, DOES HEREBY FIND VOTE, DETERMINE, DECLARE, ORDER AND RESOLVE BY A FOUR-FIFTH VOTE AS FOLLOWS:

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

SECTION 2. The City Council will hear the Resolutions of Necessity associated with the construction and acquisition of land for the construction of the La Mesa/Nisqualli Project.

SECTION 3. The City designates its City Attorney to prepare, review, process and approve the Resolutions of Necessity packages for this project;

SECTION 4. The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury. The Property to be condemned is necessary for the Project.

SECTION 5. This Resolution shall take effect upon the date of its adoption and all previous Resolutions of Necessity passed by the Council are approved *nunc pro tunc*.

CITY COUNCIL OF THE
CITY OF VICTORVILLE

AGENDA

March 17, 2009

Item: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE ELECTING TO HEAR ALL RESOLUTIONS OF NECESSITY FOR THE LA MESA NISQUALLI INTERCHANGE PROJECT AND DESIGNATION OF THE CITY ATTORNEY'S OFFICE TO PROCESS RESOLUTION OF NECESSITY PACKAGES FOR THE PROJECT

Exhibit AA@ - Map of Nisqualli-La Mesa/I-15 Interchange Project

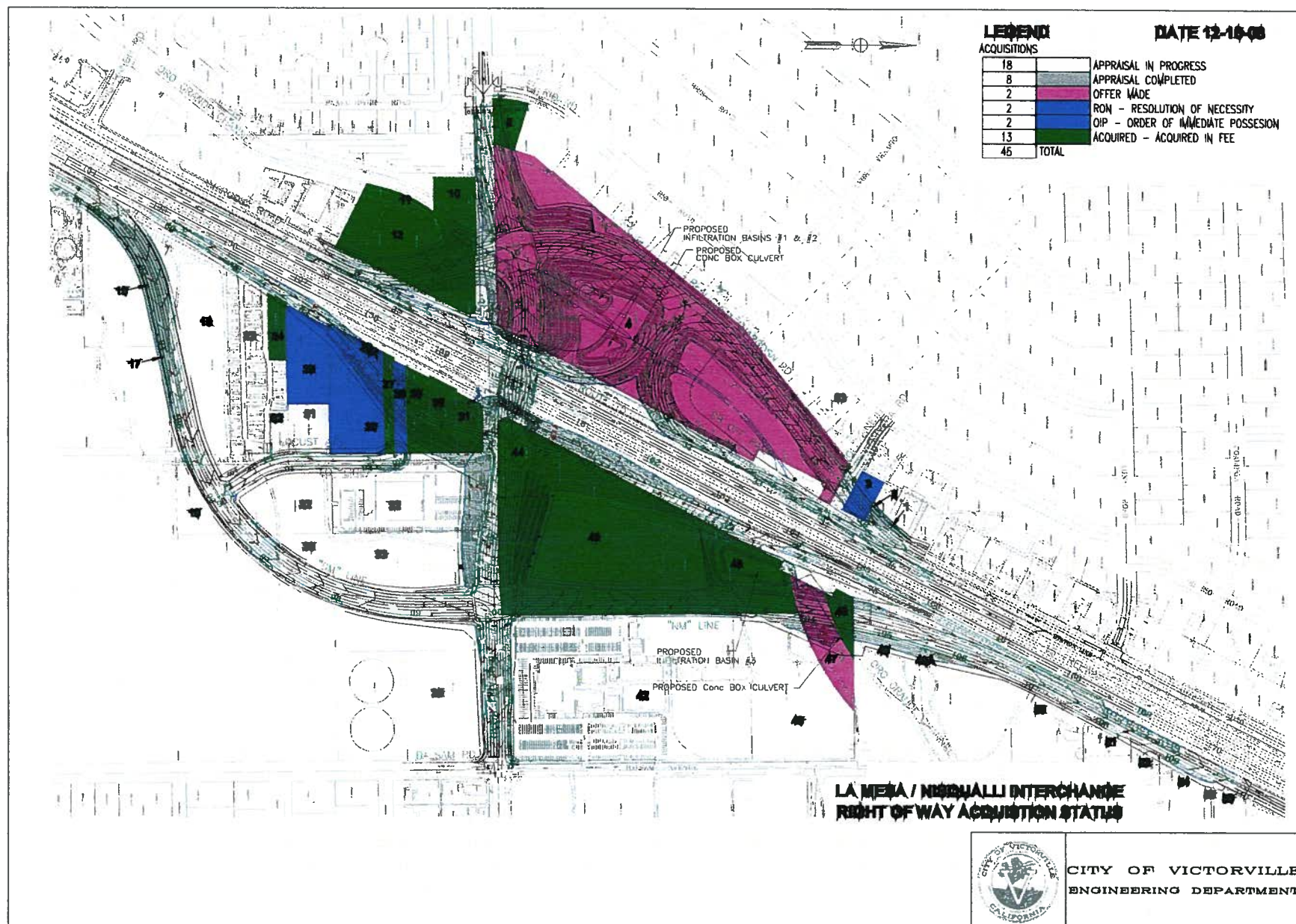
Action to
be taken: Adopt Resolution append Exhibit AA@

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

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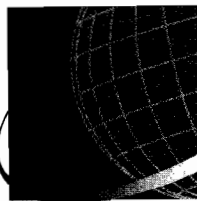
EXHIBIT A

**MAP OF NISQUALLI-LA MESA/I-15 INTERCHANGE PROJECT
(Resolution of Necessity)**



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VICTORVILLE

California

AGENDA ITEM

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY:

Keith C. Metzler
Director of Economic Development

DATE: March 9, 2009

ATTACHED: None

SUBJECT: Funding awards for FY 2009-2010 HOUSING AND COMMUNITY DEVELOPMENT (HCD) GRANT FUNDS

RECOMMENDATION: Allocate \$900,486* in Community Development Block Grant (CDBG) and \$343,559 in HOME Investment Partnership Program (HOME) funds for fiscal year 2009-2010. (* these are estimates as the Federal budget has not been approved.)

FISCAL IMPACT:

Budget Amount: Approximately \$1,244,045
Budget Acct. No.: Fund 52300 (CDBG) and
Fund 52350 (HOME)

--Finance Department Use Only--
Additional Appropriation:

☒ No
☐ Yes/\$ Amt.:
FY 09-10

Finance Director Review and Approval _____

John G. Sullivan

DISCUSSION:

As an entitlement City responsible for the administration of HCD grant funds, it is the responsibility of the City Council to determine program and project priorities and allocate funds each fiscal year. As such, on February 17, 2009, the City Council appointed two members to serve on the HCD Review Committee along with staff for the purpose of providing funding recommendations to Council.

The HCD Review Committee met and reviewed each program and project application and made recommendations based upon a number of factors including, but not limited to:

- Testimony from applicants received at the Public Hearing on March 3, 2009,
- Staff priorities for proposed City projects,

Written
#11
3-17-09

- Recommendations from individual Council Members, and
- The HCD Grants Application Evaluation Criteria as approved by Council on January 18, 2005.

Subsequently, the Committee's recommendations were provided to Council for review and comment.

The categories for award are as follows:

- Public Service Projects: \$135,073
- Construction and Other Community Development Projects: \$585,316
- Housing Projects to Non – CHDO Activities: \$321,648
- Administration: \$176,408 (\$154,497 in CDBG and \$21,911 HOME). An allocation of \$25,600 to Inland Fair Housing Mediation Board as required by the Department of Housing and Urban Development (HUD), the remaining amount of \$176,408 will be used by the City for administration of the CDBG and HOME programs.

The CDBG and HOME amounts are based upon HUD's 2008 revised budget allocations as approved by Congress in February 2008, as the 2009 amounts have not been approved. As such, the allocation amounts are subject to change.

Attached for Council's information is the Summary Table that lists all the program and project applications submitted for funding.

KCM/tnt

Attachments: Project Awards

N:\HCD Grants\2009-2010\Staff Reports

**CITY OF VICTORVILLE
2009-2010 HCD GRANTS PROJECT AWARDS**

APPLICANT/PROGRAM		AWARD
PUBLIC SERVICES		
09-01	Assistance League of Victor Valley	\$5,000
09-02	Hi Desert Meals on Wheels	\$18,000
09-03	High Desert Homeless	\$25,000
09-04	Moses House Ministries	\$5,000
09-05	One 2 One Mentors	\$5,000
09-06	Sexual Assault Services	\$5,000
09-07	Victor Valley Domestic Violence	\$15,000
09-08	Community Ser. - 6th St. After Sch. Program	\$15,000
09-09	Police Dept. - Crime-free Multi Housing	\$26,073
09-10	Public Works Dept. - Graffiti Abatement	\$16,000
	TOTAL	\$135,073
CONSTRUCTION/OTHER		
09-11	High Desert Homeless - Bathroom rehab	\$35,000
09-12	Development Department - Code Enforcement	\$250,000
09-13	Development Department - Demolition	\$200,316
09-14	Public Works - Old Town Sidewalks	\$100,000
09-15	Senior Home Repair Program	\$0
	TOTAL	\$585,316
HOUSING		
09-15	Senior Home Repair	\$186,648
09-16	Acquisition and Rehabilitation Program	\$75,000
09-17	Mortgage Assistance Program	\$40,000
09-18	Owner Occupied Rehab Program	\$20,000
	TOTAL	\$321,648
ADMINISTRATION		
09-19	Inland Fair Housing and Mediation	\$25,600
09-20	CDBG Admin	\$154,497
09-21	HOME Admin	\$21,911
	TOTAL	\$202,008

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AGENDA ITEM

COUNCIL REPORTS

CITY COUNCIL MEETING OF: MARCH 17, 2009

SUBMITTED BY: Carolee Bates
City Clerk

DATE: 3/9/09

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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