

TOWN OF YUCCA VALLEY TOWN COUNCIL MEETING



**The Mission of the Town of Yucca Valley is to
provide a government that is responsive to its citizens
to ensure a safe and secure environment
while maintaining the highest quality of life.**

**TOWN COUNCIL: 5:00 PM
TUESDAY, DECEMBER 2, 2025**

Closed Session 4:30 p.m.
Town Hall Conference Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Regular Meeting 5:00 p.m.
Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/93462269748?pwd=fELdWE3NfggVsbSmaRvi3xF9H1Yl45.1>

Meeting ID: 934 6226 9748

Passcode: 702891

Use the above link to virtually access the meeting. You will automatically be muted upon entry. During the meeting, participants will be prompted to “raise hand” or inform the meeting moderator when wishing to make a public comment. Comment time is limited to 3 minutes or as instructed by the Mayor/Chair. If any technical difficulties occur resulting in lack of connectivity or virtual streaming, the in-person meeting will continue to proceed.

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Town Council

Jeff Drozd, Mayor
Merl Abel, Mayor Pro Tem
Rick Denison, Council Member
Robert Lombardo, Council Member
Jim Schooler, Council Member

* * * *

TOWN ADMINISTRATIVE OFFICE:

760-369-7207

**Public Comments: townclerk@yucca-valley.org
www.yucca-valley.org**

AGENDA
MEETING OF THE TOWN COUNCIL
TUESDAY, DECEMBER 2, 2025, 5:00 PM

The Town of Yucca Valley complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the Town Clerk's Office at (760) 369-7209 at least 48 hours prior to the meeting

The meeting agenda packet is available for public view in the Town Hall lobby and on the Town's website at www.yucca-valley.org prior to the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at (760) 369-7209 ext. 226.

If you wish to comment on any agenda item or on any subject not on the agenda during public comments, please fill out a request to speak card and give to the Town Clerk/Commission Secretary. Comment time is limited to 3 minutes.

Where appropriate or deemed necessary, action may be taken on any item listed in the agenda.

OPENING CEREMONIES:

Closed Session

1. The Town Council will meet in closed session pursuant to the provisions of Government Code Section 54957(b) regarding a public employee performance evaluation. Job Title: Town Attorney
2. The Town Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation: - Asa Huber v. Town of Yucca Valley et al; case number CIVSB2530342

Report Out of Closed Session

Call to Order

Roll Call

Council Members Abel, Denison, Lombardo, Schooler, and Mayor Drozd

Pledge of Allegiance

Council Reorganization

1. State of the Town 2025
2. Selection of Mayor and Mayor Pro Tem for 2026

Recess for Refreshments

Presentations, Introductions, Recognitions

3. Joshua Tree National Park Update- Park Superintendent Jane Rodgers
4. San Bernardino County Fire Update- Assistant Chief William Villarino

Approval of Agenda

5. Agenda Approval

Recommendation:

Approve the meeting agenda as prepared.

Consent Agenda

All items listed on the consent agenda are routine matters or formal documents covering previous Town Council instruction. Items are enacted by one motion and a second without separate discussion unless a member of the Town Council or Town Staff requests dialog on a specific item at the beginning of the meeting. Requests for public comment on the consent agenda items should be filed with the Town Clerk.

6. Minutes

7. Authorization to Purchase Replacement Fleet Vehicle, 2026 GMC Sierra 2500HD Crew Cab, for the Parks Maintenance Division for an amount not to exceed \$66,097.17 from Chavez-Jessup GMC of Indio, CA

Recommendation:

That the Town Council:

- **Waives the competitive bidding requirements because adherence to the procedures would be inefficient, impractical, and unnecessary (as stated in section 3.12.060, (G) of the Town Code) and authorizes the Town Manager or designee to execute a purchase agreement with Chavez-Jessup GMC of Indio, CA, for a new 2026 GMC Sierra 2500HD Crew Cab for the Parks Maintenance Division for an amount not to exceed \$66,097.17; and**
- **Declares the 2005 GMC Sierra Pickup (Vehicle #4) as surplus and approves the sale of the surplus vehicle by authorizing the Town Manager or designee to auction/sell the vehicle through a public bidding/auction; consignment process; or disposition through a dismantling service.**

8. AB1234 Reporting Requirements

Recommendation:

Receive and file the AB1234 Reporting Requirement Schedule for the month of October 2025.

9. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$287,410.16 dated October 10, 2025, and \$301,140.83 dated October 24, 2025.

Ratify the Warrant Registers totaling \$19,845.41 dated October 2, 2025, \$945,742.22 dated October 10, 2025, and \$1,977,547.73 dated October 24, 2025.

10. DIF Annual and Five Year Report

Recommendation:

Adopt Resolution No. 25-XX to review and file the fiscal year 2024-25 Development

Impact Fee Report and Five-Year Report and make certain findings, as required by the California Government Code Section 66000 et seq.

11. Budget Calendar

Recommendation:

Review and approve the proposed Budget Calendar for FY2026-28.

12. Authorization to Purchase and Install Dugout Shade Sails at Tri-Valley Little League Fields

Recommendation:

That the Town Council:

- **Adopts Resolution 25-XX, amending the FY2025-26 Special Revenue Capital Project Reserve Fund 800 to allocate \$200,000 for the total project budget as identified in Exhibit A.**
- **Award a Construction Contract in the amount not to exceed \$182,879.06 to Zoom Recreation, Inc. for purchasing and installing eight (8) Hanging Cantilever Shade Sails, CMAS #4-25-10-1006.**
- **Authorizes construction/installation, construction contingencies, and inspection costs in the total amount of \$200,000.00**
- **Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend contingency funds, if necessary, for project completion.**

13. Budget Report for the Quarter Ending September 30, 2025

Recommendation:

Receive and file the Budget Report for the fiscal quarter ended September 30, 2025

14. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009
GeoCon West Inc. Consultant Services Contract Amendment

Recommendation:

It is recommended that the Town Council approve Amendment No. 1 to the professional service agreement with GeoCon West Inc., increasing the contract amount from \$397,440.00 to \$522,440.00 and authorize the Mayor, Town Manager, and Town Attorney to sign all necessary documents.

15. Town Council Meeting Calendar 2026

Recommendation:

Receive and file the Town Council Meeting Calendar through January 2027.

16. Certificate of Achievement for Excellence in Financial Reporting

Recommendation:

Receive and file the Certificate of Achievement for Excellence in Financial Reporting

for the fiscal year ended June 30, 2024.

17. Annual Comprehensive Financial Report

Recommendation:

Receive and file the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025.

Public Hearings

18. Community Development Block Grant (CDBG) Prioritization Hearing

Recommendation:

It is recommended that the Town Council:

- 1. Allocate the entire final Town's FY2026-27 CDBG allocation to the following eligible Town Project, in accordance with Town's historical project funding allocations.**
- 2. Direct staff to invite non-funded organizations to apply for General Fund or Measure Y Fund Partnership consideration as part of the FY2026-27 budget process.**

Department Reports

19. Town Council Public Agency Board / Committee Liaison Assignments

Recommendation:

- Review and select representatives for the various public agency boards and direct the Town Clerk to notify the agencies of any changes in representation.**
- Review the current list of committee assignments and make changes as needed.**

20. Year End Budget Report

Recommendation:

It is recommended that the Town Council:

- 1. Receive and file the Budget Report for the fiscal year ending June 30, 2025.**
- 2. Amend the 2025-26 General Fund Budget and Special Revenue Fund Budget by transferring \$3,000,000 from the General Fund unassigned fund balance in accordance with the Reserve Policy, as follows:**

21. Yucca Valley Film Festival 2025 Event Recap

Recommendation:

That the Council receive and file the report on the 2025 Yucca Valley Film Festival.

Future Agenda Items

Animal Shelter Committee Update

Public Comments

The Town Council takes this time to consider your comments on items of concern which are not on the agenda. When you are called to speak, please state your name and community of residence. Please limit your comments to 3 minutes or less. Inappropriate behavior which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not on the printed agenda.

Staff Reports and Comments

Mayor and Council Member Reports and Comments

Council Member Denison
Council Member Lombardo
Council Member Schooler
Mayor Pro Tem Abel
Mayor Drozd

Announcements

Upcoming Meeting Schedule: The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, December 16 , 2025 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Lesley Copeland, Town Clerk

Date: November 20, 2025

Meeting Date: December 2, 2025

Subject: Selection of Mayor and Mayor Pro Tem for 2026

Recommendation:

Select a Council Member to serve as Mayor for 2026.

Select a Council Member to serve as Mayor Pro Tem for 2026.

Prior Review:

None for this item.

Discussion:

Traditionally, the Mayor Pro Tem is nominated as Mayor and the next Mayor Pro Tem is nominated according to seniority. In accordance with the Town of Yucca Valley Manual for Procedural Guidelines for the Conduct of Town Council, and following the tradition set by the Council in past election cycles, the seniority of the new Council would be as follows:

Merl Abel
Jim Schooler
Rick Denison
Robert Lombardo
Jeff Drozd

However, as also stated in the Town's procedural guidelines, the Town Council may choose to nominate and confirm through majority vote any member of the Council for Mayor and Mayor Pro Tem based on qualifications, need or other criteria as appropriate.

Alternatives

None.

Fiscal Impact:

None.

Attachments

None

**Town of Yucca Valley
Town Council Meeting Minutes
September 16, 2025**

Call to Order

Roll Call

Present: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler

Absent Robert Lombardo

(Excused):

Pledge of Allegiance

Led by Deputy Town Manager Luckino

Invocation

Presentations, Introductions, Recognitions

Hi Desert Water District- Phase 2 Sewer Project Update-

Jennifer Cusack from HDWD provided information on the current, phase 2 sewer project including timing of line installation in selected neighborhoods.

Town Manager Yakimow commended the district for securing funding for the project for the benefit of our residents.

Drozd opened public comments. With no members of the public wishing to speak, public comments were closed.

Council Member Schooler thanked Hi Desert Water District for the information and complemented Sukut Construction for their work. Schooler inquired about the availability of project updates to the public.

Mayor Pro Tem Abel thanked Hi Desert Water District for all the work and coordination the project is undertaking and for securing a Western Joshua Tree permit including private connections. Abel asked for clarification on the reasoning for some streets not being paved and asked if the District will be providing a list of interested contractors for private connections. Abel inquired if laterals will be installed to vacant lots and if those property owners will be required to connect.

Mayor Drozd thanked Cusack for the update.

San Bernardino County Transportation Authority (SBCTA) Update-

Louis Vidaure SBCTA Legislative and Public Affairs provided an overview of the SBCTA organization and highlighted Measure I funded projects within the Town of Yucca Valley.

Council Member Denison currently serves as the SBCTA Board Chair.

Council Member Denison spoke of the benefits of SBCTA and the benefits of Measure I for many of the Town's capital improvements enhancing a safer community.

Mayor Pro Tem Abel thanked SBCTA for managing the funds for these significant safety projects Measure I is providing.

New Employee Introduction- Deputy Town Manager Luckino-

Town Manager Yakimow introduced Frank Luckino as the Town's new Deputy Town Manager for Administration and Community Services.

Deputy Town Manager Luckino provided additional information, expressed his dedication to the community and looks forward to serving in the expected capacity.

Council Members provided welcoming comments.

Approval of Agenda

1. Agenda Approval

Present: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler

Absent: Robert Lombardo

Consent Agenda

Mayor Drozd opened public comments on the consent agenda items. With no members of the public wishing to speak, public comments were closed.

Result: Passed (Yes 4, No 0, Abstained 0)

Mover: Council Member Rick Denison

Seconder: Council Member Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler

2. AB1234 Reporting Requirements

Motion:

Receive and file the AB1234 Reporting Requirement Schedule for the month of August 2025.

3. Ratification of Warrant Registers

Motion:

Ratify the Payroll Registers totaling \$301,891.75 dated August 01,2025, \$330,525.07 dated August 15,2025, and \$277,593.30 dated August 29, 2025.

Ratify the Warrant Registers totaling \$1,727,237.37 dated August 01,2025, \$2,234,701.98 dated August 15,2025, and \$1,525,718.36 dated August 29, 2025.

- 4. Resolution denying Appeal No. 01-25 and upholding the Planning Commission's denial of Variance No. 01-25 for a front setback reduction for the property located at 57461 Bandera Road and finding such action exempt from the California Environmental Act pursuant to CEQA Guidelines §§ 15378(b)(5) and 15061(b)(3)**

Motion:

Adopt Resolution 25-22 denying Appeal No. 01-25 and upholding the Planning Commission's denial of Variance No. 01-25 for a front setback reduction for the property located at 57461 Bandera Road and finding such action exempt from the California Environmental Act pursuant to CEQA Guidelines §§ 15378(b)(5) and 15061(b)(3).

- 5. Authorization to Purchase Replacement Fleet Equipment and Declare Existing Equipment as Surplus and authorize the sale of surplus equipment.**

Motion:

1. Approve the purchase in the amount of not to exceed \$26,287.60 to Multiquip, Inc., for purchasing Ride-on Roller Honda GX630 36" wide, SOURCEWELL 020923-MTQ, replacement of unit #55.
2. Declare Unit #55, 1996 Whacker RD880V Roller as surplus, and approves the sale of surplus vehicles and equipment, authorizing the Town Manager to auction/sell the vehicles through a public bidding/auction process or through disposition through auto dismantling services.
3. Authorize the Town Manager to execute all vehicle and equipment sales paperwork and selling of the surplus vehicles and equipment.

- 6. Ordinance 330- Second Reading- Senior Mobilehome Park Zoning Overlay**

Motion:

That the Town Council adopts Ordinance 330

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF YUCCA VALLEY, AMENDING SECTIONS 9.05.030 OF CHAPTER 9.05 (ZONING DISTRICTS AND ZONING MAP) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AMENDING SECTIONS 9.15.020 AND 9.15.030 OF CHAPTER 9.15 (OVERLAY DISTRICTS) OF TITLE 9 (DEVELOPMENT CODE) OF THE

TOWN OF YUCCA VALLEY MUNICIPAL CODE, AND ADDING CHAPTER 9.23 (SENIOR MOBILEHOME PARK OVERLAY DISTRICT) TO TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, ESTABLISHING A SENIOR MOBILEHOME PARK OVERLAY DISTRICT

- 7. 56370 Buena Vista Drive Property Demolition -Town Project No. 8070: Approval of Specification and Authorization to Advertise for Construction/Demolition**

Motion:

Adopt Resolution 25-23, approves the specifications for Project No. 8067, and authorizes the Town Clerk to advertise and receive bids.

- 8. Cal Cities 2025 Voting Delegate and Alternate for the Business Meeting of the 2025 League of California Cities Annual Conference**

Motion:

Designate Mayor Pro Tem Abel to serve as Voting Delegate and Council Member Schooler to serve as the Alternate Voting Delegate for the business meeting at the 2025 League of California Cities Annual Conference

- 9. 2025 Public Art Program – Utility Box Program**

Motion:

Accept the recommendation of the Parks, Recreation, and Cultural Commission and approve the 12 selected artworks as the art installations for the 2024-26 Utility Box Program.

- 10. Resolutions Authorizing Town’s Participation in Two National Opioid Litigation Settlements: (1) *In re: Purdue Pharma L.P., et al., Debtors (Chapter 11)*, U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649; and (2) *In re: National Prescription Opiate Litigation*, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)**

Motion:

Adopt Resolution 25-24 entitled:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING THE TOWN’S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SYN PHARMA, AND ZYDUS, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO SAN BERNARDINO COUNTY

And adopt Resolution 25-25 entitled:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING THE TOWN’S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE TOWN

**MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND
DIRECTING PAYMENT OF SETTLEMENT FUNDS TO SAN BERNARDINO COUNTY**

Department Reports

11. 2025-26 Youth Commission Appointments

Recreation Supervisor Rardon presented the staff report for the appointments of the 2025-26 Youth Commission. Rardon explained 39 applicants were recommended by the PRCC for appointment. Applicant Ripley was not included with the recommendation due to Parks, Recreation and Cultural Commissioner Ripley being a parent to the applicant.

Mayor Drozd opened public comments. With no members of the public wishing to speak, public comments were closed.

Council Member Schooler inquired how staff plans on leading the larger group of commissioners. Council discussion was held on the appointment of Applicant Ripley.

Motion:

Appoint the 39 applicants recommended by the Parks, Recreation and Cultural Commission to the 2025-26 Youth Commission, appoint Applicant Ripley to the Youth Commission, and authorize the Parks, Recreation and Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

12. 2025 San Bernardino Point-in-Time Count Final Report

Town Manager Yakimow presented the staff report providing the final report for the 2025 San Bernardino County Point-in-Time Count (PITC) held in January 2025. PITC Volunteer Amy provided additional information on the experience. San Bernardino County Sheriffs Department Lieutenant Huff provided a brief explanation of the support the Department's HOPE team provides for the unhoused community.

Mayor Drozd opened public comments.

Cheryl Contopulous, Yucca Valley spoke of concern with services for the animals belonging to the unhoused.

With no other members of the public wishing to speak, Mayor Drozd closed public comments.

Mayor Drozd inquired about the reasoning of the count being held during the coldest part of the year.

Mayor Pro Tem Abel asked for the approximate number of unhoused that refuse

service from the HOPE team. As asked if other counties use a single day for their count.

Council Member Denison spoke about his experience as a PITC volunteer and the challenges in moving an effective process forward.

Result:

Receive and file the 2025 Point-in-Time Count Final Report representing a 57% decrease in the total homelessness count from the year prior.

13. Community Center Sports Field Turf Update

Public Works Director Qishta updated the Town Council on the Town's turf field conditions.

Mayor Drozd opened public comments.

Dylan Roscover, Yucca Valley commented on the use of rye grass.

With no other members of the public wishing to speak, Mayor Drozd closed public comments.

Council Member Schooler inquired about the depth of the maintenance being planned at Brehm Field.

Council Member Denison inquired about the use of water-saving turf.

Result:

Receive and file the update on the Community Center sports fields turf conditions and future maintenance plan.

14. Public Safety Enhancements

Town Manager Yakimow began the presentation, providing an overview of the FLOCK system for public safety enhancements. A Data Management Policy will be brought before the Council for review in the near future. San Bernardino County Sheriff's Lieutenant Huff provided additional information on the use of FLOCK and the advanced data technology it provides.

Mayor Drozd opened public comments.

Dylan Roscover, Yucca Valley commented on the cost being quoted.

With no other members of the public wishing to speak, Mayor Drozd closed public comments.

Council Member Denison asked if the system would help with illegal OHV use. Council Member Schooler inquired when a data policy would be returned for review. Mayor Pro Tem Abel commented on the top council priority is public safety and inquired how the camera locations are selected and if it can easily be expanded to other locations.

Motion:

1. Receive an update regarding proposed safety enhancements through the use of the Flock Camera System, and provide input and direction as appropriate.
2. Authorize a two-year contract with Flock Safety for procurement, installation and data retention in an amount not to exceed \$158,000.
3. Direct staff to develop and return an automated license plate reader policy addressing specific details to protect privacy and civil liberties, including authorized purpose, access control, monitoring and security, data sharing restrictions, data retention, for consideration and approval prior to program implementation.

Result: Passed (Yes 4, No 0, Abstained 0)

Mover: Mayor Pro Tem Merl Abel

Second: Council Member Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler

15. Town-wide Landscape Beautification Program

Public Works Director Qishta provided an update on the Town's Landscape Beautification Program. Staff recently assessed additional locations along the Highway 62 corridor for additional landscaping. A low-maintenance, drought-tolerant concept was presented and requested Council direction for potential development in key locations. Qishta explained some of the challenges with landscape development along the highway.

Mayor Drozd opened public comments.

Eric Linnert, Yucca Valley inquired about the west entrance sign.

Eric Menendez, Twentynine Palms spoke favorably about the additional landscaping.

With no other members wishing to speak, Mayor Drozd closed public comments.

The Town Council provided input on suggested prioritization of project locations along with an emphasis on monument signs, cleanup of trash and weeds and the use of low-maintenance landscaping. For the most impact, Council Members suggested improving all four locations along Hwy 62 at Hwy 247, Sage, Dumosa and Kickapoo.

Result:

Receive an update regarding the Town Council's prior direction to staff requesting development of various projects related to an emphasis on beautification and enhanced appearance throughout Town.

16. Rural and Tribal Assistance (RTA) Pilot Program, Notice of Funding Opportunity - Project Applications

Public Works Director Qishta presented the staff report seeking the authorization of the submittal of RTA grant applications. The two projects identified for the grant applications are Phase 2 of the regional transportation center (Park and Ride) and the extension of Indio Avenue from Yucca Trail to Hwy 62.

Mayor Drozd opened public comment. With no members of the public wishing to speak, Mayor Drozd closed public comments.

Mayor Pro Tem Abel asked if the projects are looked at separately.

Council Member Schooler inquired about the offset at the corner of Indio and Yucca Trail.

Motion:

Authorize the submittal of RTA grant applications for the following projects: Old Town Park-and-Ride and Mobility Hub – Phase 2 and Indio Avenue Pavement Extension Project

Result: Passed (Yes 4, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Council Member Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler

17. Ordinance No.XX : Amending Chapter 12.60 (Encroachments and Excavation of Title 12 (Vehicles and Traffic) of the Yucca Valley Municipal Code to add a New Section 12.60.295 Governing Street Restoration

Public Works Director Qishta presented the staff report to introduce an ordinance updating the Town's municipal code relating to Encroachments and Excavations.

Town Attorney Jex reported the concerns of SCE regarding a change in the Town's code and explained the change is for sewer installation only and not for agencies operating under a franchise agreement.

Mayor Drozd opened public comments. With no members of the public wishing to speak, Mayor Drozd closed public comments.

Motion:

Find the project exempt from the California Environmental Quality Action pursuant to CEQA Guidelines 15378, 15061 (b)(3), and 15060, C (2)(3).

1. Under CEQA Guidelines Section 15061 (b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment; and
2. Under CEQA Guidelines Section 15378, the proposed amendments are not a project under CEQA because they will not cause a "direct physical change in the environment" or a "reasonably foreseeable indirect physical change in the environment" because they do not authorize any specific development activity or promote new construction or growth; and
3. Any potential indirect physical change in the environment is speculative and not reasonably foreseeable; and
4. Under CEQA Guidelines Section 15060 (c) (2) "The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment" as the Ordinance does not authorize private land development construction or public works construction;
5. Under CEQA Guidelines Section 15060 (c) (3) "The activity is not a project as defined in Section 15378".
6. Introduce Ordinance 331 entitled:

AN ORDINANCE OF THE YUCCA VALLEY TOWN COUNCIL AMENDING CHAPTER 12.60 (ENCROACHMENTS AND EXCAVATIONS) OF TITLE 12 (VEHICLES AND TRAFFIC) OF THE YUCCA VALLEY MUNICIPAL CODE TO ADD A NEW SECTION 12.60.295 GOVERNING STREET RESTORATION.

Result: Passed (Yes 4, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Council Member Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler

Future Agenda Items

Mayor Pro Tem Abel explained he is concerned with repeated SCE blackouts in our area and would like SCE to address these and possibly the PUC. Consensus was made amongst the

Council to place this item on a future agenda.

Public Comments

Mayor Drozd opened public comments for items not on the agenda.

Tim Humphreville, Yucca Valley requested Council to review the current STVR policy, since many concerns are arising in his neighborhood.

Dylan Roscover, Yucca Valley spoke of a recent vehicle accident on Joshua Lane at Pueblo Trail, and requested additional law enforcement and speed limit control in the area.

The following spoke on the animal shelter operations and status of the operational review.

Cheryl Contopulous, Yucca Valley
Susan Herring, Pioneertown
Christine Bostrom, Yucca Valley
James Porter, Yucca Valley
Linda Root, Yucca Valley
Susan Walls, Joshua Tree
Tabitha Davies

Eric Linnert, Yucca Valley spoke of issues with shopping center dumpsters and thanked Burrtec for their response. Linnert suggested a commercial enclosed mandate be passed. Linnert also commented on the lack of dedicated bike lanes and the unsafe conditions for local bike riders.

Eric Menendez, Twentynine Palms announced an upcoming East Regional Steering Committee for homelessness meeting and other meeting announcements.

Greg Gendron, Yucca Valley spoke of the lack of audio and internet capabilities at the last shelter meeting.

Staff Reports and Comments

Town Manager Yakiomw shared a video from the recent YVARC Topping Out event showing the progress of the project.

Mayor and Council Member Reports and Comments

Council Member Schooler provided an update to the Council on the outcome of the inaugural meeting of the Animal Shelter Committee held on August 21, 2025.

Council Member Denison thanked the community for coming out and providing comments and provided a report on his recent visit to the animal shelter. Denison noted he understands the concern regarding bike safety.

Council Member Schooler thanked Nena and Zahar at the Senior Center for their work and dedication in providing resources for the seniors.

Mayor Pro Tem Abel welcomed Deputy Town Manager Luckino and welcomed the new Youth Commissioners. Abel reported on recent meetings and ribbon-cutting events and thanked staff for going after additional grant funding.

Mayor Drozd welcomed Deputy Town Manager Luckino and announced he has free animal adoption vouchers if anyone needs one.

Announcements

With no further business, Mayor Drozd adjourned the meeting at 8:10 p.m.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Alex Qishta, Public Works Director

Date: November 6, 2025

Meeting Date: December 2, 2025

Subject: Authorization to Purchase Replacement Fleet Vehicle, 2026 GMC Sierra 2500HD Crew Cab, for the Parks Maintenance Division for an amount not to exceed \$66,097.17 from Chavez-Jessup GMC of Indio, CA

Recommendation:

That the Town Council:

- Waives the competitive bidding requirements because adherence to the procedures would be inefficient, impractical, and unnecessary (as stated in section 3.12.060, (G) of the Town Code) and authorizes the Town Manager or designee to execute a purchase agreement with Chavez-Jessup GMC of Indio, CA, for a new 2026 GMC Sierra 2500HD Crew Cab for the Parks Maintenance Division for an amount not to exceed \$66,097.17; and
- Declares the 2005 GMC Sierra Pickup (Vehicle #4) as surplus and approves the sale of the surplus vehicle by authorizing the Town Manager or designee to auction/sell the vehicle through a public bidding/auction; consignment process; or disposition through a dismantling service.

Prior Review:

There has been no prior review of this matter.

Discussion:

On October 8, 2025, Vehicle #4 (2005 GMC Sierra Pickup truck) was involved in an accident at Dumosa Avenue and State Route 62. Vehicle #4 sustained substantial damage to the frame. As of the date of this staff report, and to the staff's best knowledge, the Town's insurance adjuster is preparing to declare the vehicle a total loss and recommend reimbursement/funds for a replacement.

To avoid delay, Town staff performed an internet search of Southern California dealerships

using the specifications of a 2026 GMC Sierra 2500HD Crew Cab, white in color, with a gasoline engine and immediate availability, thus eliminating the significant wait periods currently encountered for vehicles purchased by government contracts. Utilizing Town of Yucca Valley Municipal Code 3.12.060 - G.

“3.12.060: EXCEPTIONS TO COMPETITIVE BIDDING REQUIREMENTS: Notwithstanding any provision of this Chapter to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:...”

“G. When the Town Council finds that adherence to the procedures in this Chapter would be inefficient, impractical, and unnecessary.”

Using the State bid list has proven inefficient, as demonstrated by the extensive and unreasonable wait times of 6-12 months for available vehicles. Currently, there is no availability of these vehicles on the State bid list. Therefore, staff recommend to exercise section 3.12.060 (G), highlighted in the attached policy, to conduct an informal bid process, which can consist of direct quote solicitations.

The replacement vehicle is necessary for efficient Town Parks Maintenance operations.

Alternatives

No alternatives recommended.

Fiscal Impact:

There are no federal funds or grants associated with this purchase. The Town will utilize fleet reserve funds budgeted within the Capital Project Reserve Fund 800. The purchase price of the new equipment (2026 GMC Sierra 2500HD Crew Cab is \$66,097.17, including delivery and taxes).

Description	Quantity	Unit Price	Total
2026 GMC Sierra 2500HD	1	\$64,950.00	\$64,950.00
Discount	1	\$4,571.00	\$4,571.00
Fees and Taxes	1	\$5,718.17	\$5,718.17
TOTAL			\$66,097.17

Two additional quotes have been included to illustrate that the purchase price is within the standard range and is competitive in the general marketplace.

Attachments

1. 3 quotes for GMC Sierra 2500HD-TC Mtg 12-2-2025
2. Dec 2 2025 TC meeting - Replacement Vehicle

Quote #1



Date/Time: Oct 30, 2025 02:25 PM
Buyer: Joe City of Yucca Valley
Phone: H: (760) 626-6666
Address: 57090 twenty nine palms
 Yucca Valley, CA 92284
Salesperson: Horacio Perez

2026 GMC Sierra 2500HD, Body Type: Crew Cab Pickup 16397

Color: Summit White 5 Miles VIN: 1GT4UME79TF114275

Cash	Balance Due
\$ Down	
\$0	\$66,097

MSRP/Retail	\$64,950.00
Discount	\$4,571.00
Selling Price	\$60,379.00
Government Fees	\$850.00
Proc/Doc Fees	\$85.00
Subtotal (Selling Price +	\$61,314.00
Total Taxes	\$5,283.17
Rebates	\$500.00
Total Balance Due	\$66,097.17
Total Savings + Rebates	\$5,071.00

X

 Customer Signature

 Date

X

 Manager Signature

 Date

Payments are subject to approved credit and program eligibility



Stock #: 226081

VIN 1GT4UME71TF141860

Deal#: 0007982

October 30, 2025

2026 GMC SIERRA K2500 SL**JOE BOWERS**

Phone:

Salesperson: KAYLYNN SOLORIO

Email:

Sale Information

MSRP	\$66,210.00
Selling Price	\$65,710.00
Accessories	\$0.00
Rebates	\$500.00
Service Contract	\$0.00
Gap	\$0.00
Net Trade	\$0.00
Fees	\$128.75

Trade Information

Trade Allowance	\$0.00
Trade Payoff	\$0.00
Net Trade	\$0.00

Cash OptionSales Tax **\$5,757.06**Balance Due Of **\$71,095.81****Finance Option**

Initial Investment _____

Lease Option

Initial Investment _____

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____

Hey Joe,

Here's the proposal for your 2026 GMC Sierra 2500HD. Please don't hesitate to reach out if you have any

James R Keys

Senior Sales Consultant
Hardin Buick GMC
1321 S. Auto Center Dr
Anaheim Ca 92806
714 635-2020 Dealership
714 467-1972 Cell

[Link to Leave Google Review](#)

Attachments securely protected: Joe Bowers Proposal.pdf

Downloads will be available until December 3, 2025.

November 03, 2025 10:41 AM

Proposal Prepared For

Joe Bowers
jbowers@yucca-valley.org
(760) 625-6686

2026 GMC Sierra 2500HD

26T55370 - 1GT4UME7XTF155370
Trim 4WD Crew Cab 172" SLE
Exterior Summit White
Interior Jet Black
Miles 10

Your Vehicle's Cash Price

MSRP / Market Value	\$64,420.00
Savings	-\$500.00
Adjusted Selling Price	\$63,920.00
Sales Sub Total	\$63,920.00
State Taxes And Fees	\$6,630.19
Other Fees	\$127.75
Final Price	\$70,677.94

Your Sales Consultant

Jim Keys
jkeys@hardindrive.com
(714) 678-3242

Guest Signature

Manager Signature

EXCERPT FROM MUNICIPAL CODE – TOWN OF YUCCA VALLEY, CA

3.12.060: EXCEPTIONS TO COMPETITIVE BIDDING REQUIREMENTS:

Notwithstanding any provision of this chapter to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:

- A. When the estimated amount involved is less than twenty five thousand dollars (\$25,000.00);
- B. When the commodity can be obtained from only one vendor;
- C. The Town Manager may authorize the purchase of materials, supplies, equipment and services where an emergency is deemed to exist and it is determined that service involving the public health, safety or welfare would be interrupted if the normal procedure were followed. All emergency purchases, which would otherwise require formal bidding procedures, made pursuant to this section shall be submitted to the Town Council for ratification at the next regular Council meeting after the purchase is authorized;
- D. The Town Council may authorize the execution of contracts for personal services, for professional and consultant services, and for other nonpublic projects and for contractual services without observing the bidding procedures provided herein where the amount of the contract exceeds the value set forth therein;
- E. The Town Manager is authorized to enter into contracts for personal services, for professional and consulting services and for other contractual services without observing the bidding procedure provided herein where the amount of the contract does not exceed the amount of fifty thousand dollars (\$50,000.00); provided there exists an unencumbered appropriation in the fund account against which said expense is to be charged;
- F. Any agreement involving acquisition of supplies, equipment or service entered into with another governmental entity;
- G. When the Town Council finds that adherence to the procedures in this chapter would be inefficient, impractical and unnecessary;
- H. The Town Council may authorize the execution of a lease or leases for office space for the Town government without observing the bidding procedures provided herein irrespective of the term of the lease or leases or the amount of rent and other charges to be paid by the Town under the lease or leases.
- I. When a contract is available through a Leveraged Procurement Agreement with a government agency or a Cooperative Purchasing Agency in which the contract has been competitively solicited. (Ord. 277, 4-3-2018)

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Iryna Hess, Accounting Technician

Date: November 6, 2025

Meeting Date: December 2, 2025

Subject: AB1234 Reporting Requirements

Recommendation:

Receive and file the AB1234 Reporting Requirement Schedule for the month of October 2025.

Prior Review:

Current reimbursement policy for Council members and Successor Agency members reviewed and approved by Council August 2006.

Discussion:

AB1234 requires members of a legislative body to report on “meetings” attended at public expense at the next meeting of the legislative body. “Meetings” for purpose of this section are tied to the Brown Act meaning of the term: *any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains*. Qualifying expenses include reimbursement to the member related to meals, lodging, and travel.

An example of when a report is required is when a Town Council member represents his or her agency on a joint powers agency board and the Town pays for the official’s expenses in serving in that representative capacity. Additionally, in the spirit of AB1234, the Yucca Valley Town Council also reports all travel related to conference and training attended at public expense.

Although the AB1234 report can be either written or oral, this report must be made at the next meeting of the legislative body that paid for its member to attend the meeting.

Alternatives

None

Fiscal Impact:

There is no anticipated financial impact associated with the recommended approval of AB1234 reporting requirements.

Attachments

1. AB1234 October 2025

Town of Yucca Valley
Council Member AB1234 Meeting Schedule
October 2025

Date of Travel	Organization	Description	Location
Mayor Jeff Drozd			
	No reportable meetings		
Mayor Pro Tem Merl Abel			
10/08/25-10/10/25	League of California Cities	2025 Annual Conference and Expo	Long Beach, CA
Council Member Rick Denison			
10/01/25	SCAG	Executive/Administration Committee	Los Angeles, CA
10/01/25	SBCTA	Board of Directors Meeting	San Bernardino, CA
10/08/25	SBCTA	General Policy Committee Meeting	San Bernardino, CA
10/08/25	SBCTA	Legislative Policy Committee Meeting	San Bernardino, CA
10/08/25-10/10/25	League of California Cities	2025 Annual Conference and Expo	Long Beach, CA
Council Member Jim Schooler			
10/08/25-10/10/25	League of California Cities	2025 Annual Conference and Expo	Long Beach, CA
Council Member Robert Lombardo			
10/08/25-10/10/25	League of California Cities	2025 Annual Conference and Expo	Long Beach, CA

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Iryna Hess, Accounting Technician

Date: November 6, 2025

Meeting Date: December 2, 2025

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$287,410.16 dated October 10, 2025, and \$301,140.83 dated October 24, 2025.

Ratify the Warrant Registers totaling \$19,845.41 dated October 2, 2025, \$945,742.22 dated October 10, 2025, and \$1,977,547.73 dated October 24, 2025.

Prior Review:

None for this item.

Discussion:

The attached Warrant Registers lists the warrants that have been paid for the periods identified above. The Finance Department certifies that to the best of staff's knowledge and review, the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the Town Council for ratification.

Alternatives

None for this item.

Fiscal Impact:

The warrants presented were drawn in payment of demands included within the adopted budget.

Attachments

1. Payroll Register - October 10, 2025
2. Payroll Register - October 24, 2025
3. Warrant Register 10.02.2025.
4. Warrant Register 10.10.2025.
5. Warrant Register 10.24.2025.

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - October 10, 2025

Fund Distribution Breakdown

Fund Distribution

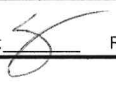
General Fund	\$264,686.26
Gas Tax Fund	4,186.32
Measure I Fund	14,932.65
Measure Y Fund	3,604.93

Grand Total Payroll	<u><u>\$287,410.16</u></u>
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Prepared by HR & Payroll Coordinator: 

Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 10/10/2025
(September 20, 2025 - October 03, 2025)
Checks: 5794 - 5794

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	733.63	0.00	733.63
Direct Deposit	147,556.10	0.00	147,556.10
Sub-total	148,289.73		148,289.73
<u>Employee Tax Withholding</u>			
Federal	19,844.58		19,844.58
Medicare	2,794.38	2,794.45	5,588.83
Medicare Surtax	119.34	-	119.34
State	8,630.12		8,630.12
Sub-total	31,388.42	2,794.45	34,182.87
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		0.01	0.01
Deferred Compensation	7,866.72	3,898.89	11,765.61
PERS Survivor Benefit	48.00		48.00
Health Café Plan	3,799.53	17,728.08	21,527.61
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	429.20		429.20
PERS EE - Contribution 7.75 %	6,457.01		6,457.01
PERS EE - Contribution 7%	1,284.25		1,284.25
PERS EE - Contribution 8%	4,683.58		4,683.58
PERS Retirement - Employer 7.96%	-	6,631.97	6,631.97
PERS Retirement - Employer 10.19%	-	1,869.51	1,869.51
PERS Retirement - Employer 15.30%	-	8,957.40	8,957.40
PERS UAL Retirement - Employer 41.55%	-	24,325.43	24,325.43
Wage Garnishment - Employee	1,009.38	-	1,009.38
Life & Disability Insurance		1,651.03	1,651.03
Pension Fund Stabalization		1,677.34	1,677.34
Other Post Employee Benefit's		3,354.73	3,354.73
Unemployment Insurance		3,289.76	3,289.76
Workers' Compensation		5,639.67	5,639.67
Sub-total	25,913.74	79,023.82	104,937.56
Gross Payroll	\$205,591.89	\$81,818.27	\$287,410.16
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

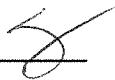
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - October 24, 2025

Fund Distribution Breakdown

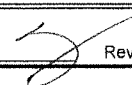
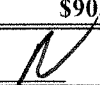
Fund Distribution

General Fund	\$281,296.38
Gas Tax Fund	2,928.13
Measure I Fund	14,585.15
Measure Y Fund	2,331.17

Grand Total Payroll	<u><u>\$301,140.83</u></u>
----------------------------	-----------------------------------

Prepared by HR & Payroll Coordinator:  Reviewed by Deputy Town Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 10/24/2025
(October 04, 2025 - October 17, 2025)
Checks: 5795 - 5795

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	898.47	0.00	898.47
Direct Deposit	150,167.14	0.00	150,167.14
Sub-total	151,065.61		151,065.61
<u>Employee Tax Withholding</u>			
Federal	19,734.27		19,734.27
Medicare	2,903.22	2,903.19	5,806.41
Medicare Surtax	191.14	-	191.14
State	8,623.01		8,623.01
Sub-total	31,451.64	2,903.19	34,354.83
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	8,729.42	7,457.51	16,186.93
PERS Survivor Benefit	56.00		56.00
Health Café Plan	4,432.13	21,477.12	25,909.25
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	429.20		429.20
PERS EE - Contribution 7.75 %	6,496.87		6,496.87
PERS EE - Contribution 7%	1,543.47		1,543.47
PERS EE - Contribution 8%	4,779.85		4,779.85
PERS Retirement - Employer 7.96%	-	6,672.89	6,672.89
PERS Retirement - Employer 10.19%	-	2,246.85	2,246.85
PERS Retirement - Employer 15.30%	-	9,141.50	9,141.50
PERS UAL Retirement - Employer 41.55%	-	24,825.40	24,825.40
Wage Garnishment - Employee	1,240.15	-	1,240.15
Life & Disability Insurance		1,574.91	1,574.91
Pension Fund Stabalization		1,716.43	1,716.43
Other Post Employee Benefit's		3,432.88	3,432.88
Unemployment Insurance		3,364.36	3,364.36
Workers' Compensation		5,767.38	5,767.38
Sub-total	28,043.16	87,677.23	115,720.39
Gross Payroll	\$210,560.41	\$90,580.42	\$301,140.83
Prepared by HR & Payroll Coordinator:  Reviewed by Deputy Town Manager: 			

Town of Yucca Valley
Warrant Register from 10/02/2025 to 10/02/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065568	Gold Mountain California News Media, Inc.	Invoices 63415, 63416, 63417, 63418, 63541	1,109.25
0065569	Ryan Gordon	Travel Advance, PC 832 Course, San Marcos, 10.05.25-10.10.25	498.00
EFT	Lincoln 457 (Payroll)		3,886.16
EFT	Mission Square		11,692.74
EFT	PARS		1,294.26
0065570	Pelican Club	Promotional Event	245.00
0065571	Tease Shirts	Staff Clothing	1,120.00
<u>Total Checks:</u>			<u>19,845.41</u>

Town of Yucca Valley

Warrant Register from 10/10/2025 to 10/10/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065572	A Jump N Party Inc.	Founders Plaza Event	2,130.80
0065573	Adams, Matthew	Founders Plaza Event Band	750.00
0065574	AIS	09/25 Copy Charges per Lease	816.65
EFT	Alliant Insurance Services Trust Account	Invoices 3252108, 3252126, 3253530	1,121.00
EFT	Newport		
EFT	American Business Bank	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#14, period thru 09/30/2025	25,468.47
0065575	Maria Dolores Amstutz	Contracted Instructor Senior Center	250.00
0065576	Animal Action League	Invoices 09102025, 091025	798.00
0065577	GREGORY ALLEN REX	Invoices 9040, 9155, 9185, 9249	3,864.00
0065578	Raini Ameli Armstrong	Contracted Instructor, Watercolor Workshop	49.00
0065579	Arthur Ramirez Gutierrez	Invoices 092425, 100125	150.00
0065580	AVALON URGENT CARE INC	Invoices 28043, 283748, 28378, 28500, 28505, 28568, 28569	665.00
0065581	Avian Behavior Concervancy	Flight Shows and Educational Booth	1,000.00
0065582	Dena Bates	Invoices 4 , 44	120.00
EFT	Roadrunner Print & Ship	Invoices 3461, 3486, 3619, 3778, 3816, 3907, 3908, 4098	2,168.97
0065583	Lara Bennett	Invoices Sept-25, Sept-25, Sept-25, Sept-25	346.40
0065584	Jeffrey David Brady	07-09/2025 Commisioner Stipend	150.00
0065585	DEBRA BREIDENBACH-STERLING	Mileage Reimbursement	39.48
EFT	Burke Williams and Sorensen LLP	09/25 Professional Services	33,714.85
EFT	Capitol Advocacy LLC	09/2025 Professional Services	10,000.00
0065586	Castrol Premium Lube & Smog Express	Vehicle Maintenance Service	56.22
0065587	Caterpillar Financial Services Corporation	2025 CATERPILLAR 140-15 Motor Grader, EB 210174, 1st payment	92,089.60
0065588	Charlotte Burns	07-09/2025 Commisioner Stipend	150.00
EFT	Charter Communications	Cable/Fiber Services	4,151.00
0065589	CoreLogic Solutions LLC, Information Solutions	Invoices 30781463, 30799844	777.06
0065590	Regina Costello	Contracted Instructor, Belly Dance Class	126.00
0065591	Dance Mojave Performance Collective	Founders Plaza Event Performance	500.00
0065592	RICK DENISON	Invoices TR, TR	281.40
0065593	DESERT REGIONAL TOURISM AGENCY	Additional Funding for Travel Shows FY25-26	7,500.00
0065594	DFS Flooring LP	Demo and Instal Carpet at ComDev/PW Facility, PO 25-10166	56,164.00
0065596	Division of the State Architect	07-09/2025 CASP Fee Form 786	142.40
0065597	SUSAN EARNEST	Program Supplies Reimbursement	106.91
EFT	EcoFert, Inc.	09/25 Monthly Program Fees	2,160.00
0065598	EXHIBIT ENVOY, Inc.	Exhibit Rental Fee "Bumble Bees", 01/03/27- 03/21/27, Deposit	625.00
EFT	FARMER BROTHERS CO	Invoices 90669411, 90669466	1,448.05
0065599	First American Data Tree, LLC	Monthly Subscription for Property Info Website	100.00
0065600	Gina Brown	Contracted Instructor, Science for the Future	367.50
0065601	Gold Mountain California News Media, Inc.	Invoices 63064, 64109	564.72
0065602	Francisco Gonzalez	Payroll (check #5702 reissue)	5.23
0065595	Guiding Light Pet E	Veterinarian Service, 09/27/2025	2,000.00
0065603	GUY WULF	Invoices 092525, 093025, Aug-23 , Aug-23 , Aug-23, Sept-23	630.00
0065604	Gabriel Hart	Founders Plaza Event Band	750.00
0065605	Hinderliter, de Llamas and Associates	07-09/25 Sales Tax Contract Services; Q1/2025 Sales Tax Audit Services	1,467.22
0065606	James Rodney Henderson	07-09/2025 Commisioner Stipend	300.00
0065607	HI-DESERT GLASS	Commercial Storefront Windows Installation at Senior Center	2,265.74
0065608	Hi-Desert Water District	Invoices WW015SP001-2025-10, WW015SP001- 2025-12, WW015SP003-2025	18,683.74
0065609	Hi-Desert Water District	Water Supply Service	4,397.58
EFT	Holt Architecture	Senior Center Improvements Project, thru 08/31/2025	16,378.10
EFT	Honeywell International Inc.	Mechanical & Electrical Service, Nov 2025	5,551.39
0065610	James McCubbin	Facilities Expense Reimbursement	150.93

Town of Yucca Valley

Warrant Register from 10/10/2025 to 10/10/2025

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065611	Tommie L Jones	Travel Advance, Aquatics Management School, 10/20/25-10/23/25	245.25
EFT	Joshua Curtis Slone	Exercise Physiologist, Senior Programming	750.00
0065612	Kenneth John Cross	Aquatics Professional Services	600.00
0065613	Jakub Kusmieruk	Travel Advance, Aquatics Management School, 10/20/25-10/23/25	245.25
0065614	Janie Long	Contracted Instructor, Senior Programming	100.00
0065615	Lopez, Nathan	Travel Expense Reimbursement, Whitter, 07/27/25-08/01/25	678.80
0065616	Meilani MacDonald	Contracted Instructor, Open Studio Art	12.60
EFT	Mariposa Landscapes Inc.	09/25 Landscape Maintenance	9,397.65
0065617	LIYAN JUNE MCNELTIER	Spooktacular Event, Face Painting	475.00
0065618	Miracle Recreation Equipment Company, Inc.	Community Centre Playground Equipment, PO26-10183	7,865.61
0065619	Victoria Montgomery	Contracted Instructor, Stretch "N" Tone Class	184.80
0065620	NATIONAL BUSINESS FURNITURE LLC	Museum Furnishings	2,158.70
0065621	Nelson Mobile Services Inc	Vehicle Maintenance	809.74
0065622	Gerard Noonan	07-09/2025 Commisioner Stipend	300.00
EFT	Primo Brands	Office Bottled Water Supply	274.70
0065623	PRO VIDEO	Council Meeting Recording	150.00
0065624	Quadient Finance USA Inc.	Postage	2,211.21
0065625	Quality Air Conditioning Heating and Refrigeration LLC	As/Ac Freezer Inspection	360.00
0065626	QUALITY STREET SERVICES INC	Invoices 255588, 255589, 255590, 255745	28,302.00
0065627	JOHN CLAYTON RARDON	Travel Advance, Aquatics Management School, 10/20/25-10/23/25	245.25
0065628	Matthew Rauch	07-09/2025 Commisioner Stipend	150.00
EFT	RHA Landscape Architects-Planners, Inc.	Museum Improvements Design, 07/26/25-08/25/25	1,800.00
0065629	Megan Ripley	09/2025 Commisioner Stipend	50.00
EFT	Robert Clapper Construction Services Inc	YV Aquatic and Recreation Center Construction Project, thru September 30, 2025	483,901.01
0065630	Amanda Saliba	Travel Expense Reimbursement, Carlsbad, 17/18/2025	191.80
EFT	SCE	Electric Service	31,919.09
0065631	SERVPRO of Barstow/29 Palms	Abatement, 57980 29 Palms Hwy	1,248.02
0065632	Penny Lee Shadwick	Contracted Instructor, Knit and Crochet Class	40.60
0065633	SB Roadhouse Inc	Founders Plaza Event Performance	1,000.00
EFT	Southwest Networks, Inc.	Invoices 25-9040SC, 25-9095, 25-9500	816.50
0065634	Jonathan Clint Stoker	07-09/2025 Commisioner Stipend	300.00
EFT	Systems Source Inc.	Furniture and Fixtures for YVARC Project, Proposal 418685 Deposit, PO26-10184	5,662.02
EFT	THAT SHIRT PLACE	Invoices 804, 805	1,770.18
EFT	THE HOME DEPOT U S A INC.	Credit Card	1,042.05
0065635	B & B Nurseries, Inc.	Invoices 778750, 778751	31,485.00
0065636	Mathew Arthur Thomas	07-09/2025 Commisioner Stipend	300.00
EFT	TPx Communications	Phone Service	4,872.08
EFT	Multy Service Technology Solutions Inc.	Credit Card	14.31
EFT	Tripepi, Smith & Associates, Inc.	SB 1383 Marketing Services, Milestone 3	8,150.00
0065637	UniFirst Corporation	Invoices 2200312274, 2200315033	384.86
EFT	Parkers Building Supply	Credit Card	578.10
0065638	Valley Independent Printing	YV Community Report Printing and Mass Mailing, PO26-10040	7,236.54
0065639	Alejandro Vasconcelos	07-09/2025 Commisioner Stipend	300.00
0065640	VCA Yucca Valley Animal Hospital	Invoices 5563676230, 5563685151	906.06
EFT	WEX Bank	Fuel	1,094.97
0065641	Mary Worthen	Contracted Instructor, Woodcarving Class	25.20
0065642	Robert Tenbrook	Vehicle Maintenance Sevice	1,311.54
EFT	Yunex LLC	08/25 Traffic Signal Maintenance	333.32

Total Checks:
945,742.22

Town of Yucca Valley

Warrant Register from 10/24/2025 to 10/24/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065643	Merl Abel	Travel Expense Reimbursement, League of Cal Cities Conference, 10.07.25-10.10.25.	189.00
0065644	Animal Action League	Invoices 08212025, 10082025, 2323228	5,360.00
0065645	Arthur Ramirez Gutierrez	Invoices 091725, 100825, 101525	225.00
0065646	Ashley Lechner	Travel Expense Reimbursement, JTNP training, 10/05/2025	7.70
EFT	FORTE	PO25-10127, YVARC Project, Security Systems Equipment, #6	10,731.58
0065647	Balch, Kimberly	Lifeguard Reimbursement (reissue)	110.00
EFT	CIRA	07-09/2025 CIRA Work Comp	4,795.79
0065648	CALIFORNIA BUILDING STANDARDS COM	SB1473 Fee Report for Jul-Sep 2025	252.90
0065649	California Park & Recreation Society	Membership Renewal S.Earnest	215.00
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	New Backflow Covers	690.00
0065650	Castrol Premium Lube & Smog Express	Vehicle Maintenance Service	131.46
EFT	CHARLES ABBOTT ASSOCIATES	09/25 Building Permit and Plan Check Fees	24,175.10
0065651	LESLEY COPELAND	Travel Expense Reimbursement, League of Cal Cities Conference, 10.07.25-10.10.25.	403.50
0065652	CoreLogic Solutions LLC, Information Solutions	RQ2 Nationwide Commitment Package, Sept 2025	739.52
0065653	Edward Corrick	PO 26-10116, Lightning Service for Founders PLaza Event	4,300.00
0065654	ANTJE STROM	Museum Website Troubleshooting	100.00
0065655	Dahlin Group, Inc.	Invoices 2509-094, 2509-095	19,904.00
0065656	RICK DENISON	Travel Expense Reimbursement, League of Cal Cities Conference, 10.07.25-10.10.25.	189.00
0065657	DEPARTMENT OF CONSERVATION	Fee Report, Jul-Sep 2025	849.52
0065658	Desert Arc	09/25 Cleaning Services	7,232.04
EFT	Euna Solutions, Inc.	Grant Management Software Subscription, 05/01/2025-05/04/2026	3,675.00
0065660	FEDEX	Express Shipping Service	66.81
0065661	Frazier Pest Control, Inc.	Invoices 230295, 235128	845.00
0065662	FRED'S TIRES	Vehicle Maintenance	200.00
0065663	FULTON DISTRIBUTING CO	Invoices 680021, 680022	1,726.64
0065664	Michele Gardner	Interview Panel Expense Reimbursement	112.88
0065665	Gold Mountain California News Media, Inc.	Special Section: Best of the Best	195.00
0065666	Ryan Gordon	Travel Expense Reimbursement, PC 832 Course, San Marcos, 10.05.25-10.10.25	174.99
0065659	Guiding Light Pet E	Vet Service	2,000.00
0065667	GUY WULF	Invoices 092325, 100225, 100725, 100925, 101425	525.00
0065668	HAJOCA CORPORATION	Replacement Toilets @ComDev/PW Facilities	1,573.26
0065669	HDL Companies	Animal License Software Fee 11/01/2025-10/31/2026	4,751.24
0065670	Hermann Design Group	State Highway 62 Improvements, Sept 2025	14,462.50
0065671[VOID]	Hi-Desert Water District	Invoices 04-06/2025, Oct-25	760,017.07
0065671	Hi-Desert Water District	Invoices 04-06/2025, Oct-25	
0065712	Hi-Desert Water District	Invoices 04-06/2025, Oct-25	761,017.07
EFT	HMC Group dba HMC Architects	09/25 YV Aquatic Center Project - prop 68	40,000.00
0065672	Impact Sciences, Inc.	CEQA for Dutch Bros, Project #150.003, Sept 2025	12,100.00
0065673	Jared Jerome	Travel Expense Reimbursement, APA Conference, 09/26/25-10/02/25	142.71
0065674	Ed Keesling	01-03/2023 Commissioner Stipend (reissue)	150.00
0065675	Kimley-Horn and Associates, Inc.	Deposit Account Refund (reissue)	1,111.16
0065676	Landmark Consultants, Inc	Invoices LP1025-57, LP1025-58, LP1125-27, LP1125-28	9,558.00
0065677	MICHAEL E LANG	Contracted Instructor, CPR Class	87.50
0065678	Companion Animal Clinic	Veterinary Services, Brian Clearwater	180.00
0065679	LJ Gardner	Permit Refund (reissue)	675.31
0065680	ROBERT LOMBARDO	Travel Expense Reimbursement, League of Cal Cities Conference, 10.07.25-10.10.25.	189.00
0065681	Frank J Luckino	Invoices TR, TR	268.24
0065682	Luz Investment Corp.	Telephone Support Service	280.00
0065683	Marisol Israel Gomez Fontez	Draw Club Live Model	130.00
0065684	Bryan Patrick McCue	Senior Center Freezer Repair Service	837.50
0065685	Nena C McCullough	Senior Center Expenses Reimbursement	157.51

Town of Yucca Valley

Warrant Register from 10/24/2025 to 10/24/2025

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065686	Minds on Education Inc.	Education Match Materials	2,205.07
0065687	Morongo Basin Cultural Arts Council, Inc.	Sponsorship of the Art Tours Collective Show	8,000.00
0065688	MORONGO BASIN UNITY HOME, Inc.	Community Event Sponsorship	450.00
0065689	MORONGO UNIFIED SCHOOL DISTRICT	09/25 Fleet Fuel	7,263.59
0065690	MSA	Pubic Works Class (2) for J. Hesse	300.00
0065691	Municipal Dental Pool C/O Keenan & Associates, SETECH Department	Monthly Dental Premium Group ID #22642-00001, Nov 2025	2,322.33
EFT	MuniServices	ACFR Debt Report	700.00
EFT	Noel Rodney Owsley	Invoices 10-25-001, 10-25-002, 10-25-003, 10-25-004, 10-25-005	6,200.00
EFT	Pacific Western Bank	Credit Card	48,369.47
0065692	PARS	08/25 Trust Administrator Services	300.00
0065693	PASTPERFECT SOFTWARE	Museum Software Support 11/19/2025-11/19/2026	432.00
0065694	PETTY CASH	Operating Supplies	630.01
0065695	PlaceWorks, Inc.	Invoices TYV-08.0-12, TYV-09.0-8, TYV-10.0-3, TYV-11.0-4, TYV-12.0-3	36,634.95
0065696	Ashraf Qishta	Travel Expense Reimbursement, ASCE, Seattle, 10/07/25-10/10/25	113.20
EFT	QuickScores LLC	Sports Online Platform Services	112.00
0065697	JOHN CLAYTON RARDON	Travel Expense Reimbursement, 2025 CAMS, 10/20/25-10/23/25	546.37
EFT	RHA Landscape Architects-Planners, Inc.	YV Community Center Athletic Facilities Master Plan, 08/26/25-09/25/25	945.00
0065698	ROGERS ANDERSON MALODY & SCOTT LLP	FY24-25 Audit Services - September 2025 Billing; Measure Y; Measure Z	24,800.00
0065699	RON'S AUTOMOTIVE	Invoices 43153 , 43199	1,748.56
0065700	Charlie Rossow	Travel Expense Reimbursement, JTNP training, 10/05/2025	7.70
EFT	Safework, Inc C/O nFusion Capital	YVARC Project Construction Managment, 08/01/2025-09/30/2025	93,680.00
0065701	SBC TAX COLLECTOR	Invoices 20251389903, 20251389904	456.86
0065702	SBCO RECORDER	Release of Pendency	40.00
EFT	SCE	Electric Service	20,378.23
0065703	Jim Schooler	Travel Expense Reimbursement, League of Cal Cities Conference, 10.07.25-10.10.25.	189.00
EFT	SoCalGas	Gas Service	1,189.17
0065704	Sonsray Machinery, LLC	Equipment Maintenance	161.40
0065705	DEPARTMENT OF JUSTICE	09/25 Fees	320.00
EFT	Tripepi, Smith & Associates, Inc.	Invoices 15671, 15671-OF, 15748	13,193.80
0065706	ULINE	Invoices 198607117, 199011868	1,951.81
0065707	UniFirst Corporation	Invoices 2200317460, 2200320144	384.86
EFT	UniFirst First Aid + Safety	Medical Kit Supply	96.78
0065708	Valley Independent Printing	Invoices 45553, 45555	130.50
EFT	Valley Pipeline Services, Inc.	Storm Debris Cleanup and Removal Services	4,430.00
0065709	VCA TWENTYNINE PALMS ANIMAL HOSPITAL	Veternary Services	359.14
0065710	Benjamin Vital	Draw Club Contracted Instructor	30.00
EFT	Capital One	Credit Card	294.98
0065711	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance Supply	37.13
EFT	Yunex LLC	09/25 Traffic Signal Maintenance	333.32

Total Checks:
1,977,547.73

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 15, 2025

Meeting Date: December 2, 2025

Subject: DIF Annual and Five Year Report

Recommendation:

Adopt Resolution No. 25-XX to review and file the fiscal year 2024-25 Development Impact Fee Report and Five-Year Report and make certain findings, as required by the California Government Code Section 66000 et seq.

Prior Review:

On December 7, 2021 the Town Council approved the retention of the current Development Impact Fee structure. The Town Council made no changes to the Fees in 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025.

At its meeting of October 18, 2011, the Town Council

- Established subdivision single family residential public facility development impact fees at the maximum level of \$9,081 per unit.
- Modified the development incentive program for infill single family residential public facility development impact fees, setting the fees at \$2,568 per unit with those fees dedicated to Park facilities.
- Retained multifamily residential public facility development impact fees at \$3,600 per unit.
- Modified the development incentive program for commercial, general office, and industrial development projects as follows:

Up to 3,000 square feet:	\$1.00 per square foot
3,001 to 5,000 square feet:	\$2.00 per square foot
5,001 to 10,000 square feet:	\$4.00 per square foot
10,001 square feet or more:	\$7.85 per square foot

- Approved the above public facility development impact fee levels through December 2013 or until thereafter as modified and amended by the Town Council.

At its meeting of October 5, 2010, the Town Council established a revised maximum legally defensible public facility development impact fee for the planning period through 2025; maintained the public facility development impact fees at their then current levels; and adopted the development incentive program, waiving public facility development impact fees for infill single-family residential development and for the first 10,000 square feet of commercial, general office, and industrial development projects.

Discussion:

State law requires any local agency that imposes Development Impact Fees to prepare a five year report providing specific information about those fees. Government Code Section 66000 et seq., describes the annual and five year reporting requirements. Therefore, attached in accordance with the above reference code sections is the Development Impact Fee (DIF) Report for the fiscal year ending June 30, 2025.

California Government Code section 66006 (b) (2) requires the Town to prepare and make available to the public the DIF Report within 180 days after the last day of each fiscal year. The Town Council must review the annual report at a regularly scheduled public meeting not less than fifteen days after the information is made available to the public. This report was posted on the Town's website and filed with the Town Clerk's Office and available for public review on November 17, 2025.

Alternatives

Fiscal Impact:

Attachments

1. Annual DIF Report Reso 2025
2. Town of Yucca Valley - Annual DIF Report 2025

RESOLUTION NO. 25-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, TO RECEIVE AND FILE THE FISCAL YEAR 2024-25 DEVELOPMENT IMPACT FEE REPORT AND FIVE-YEAR REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.

WHEREAS, on October 27, 2005, the Town Council adopted Ordinance No. 173 that established Public Facilities Development Impact Fees (DIF) for new residential development. The fees became effective on January 30, 2006.

WHEREAS, California Government Code Section 66006(b) requires that for each separate account or fund established for the collection and expenditure of Development Impact Fees, the Town shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year a report; and

WHEREAS, California Government Code Section 66006(b)(2) requires that the Town review the information made available to the public at a regularly scheduled public meeting not less than 15 days after the information is made available to the public; and

WHEREAS, this report was filed with the Town Clerk's office and available for public review on November 17, 2025; and

WHEREAS, the Town has complied with all of the foregoing provisions.

NOW, THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF YUCCA VALLEY, CALIFORNIA DOES RESOLVE AS FOLLOWS:

Section 1. That the Town Council does hereby find and determine that the foregoing recitals and determinations are true and correct.

Section 2. That the Town Council at a public meeting has reviewed the following information pursuant to California Government Code Section 66006(b)(1), as is required by California Government Code Section 66006(b)(2), including:

- (A) A brief description of the type of fee in the account or fund;
- (B) The amount of the fee;
- (C) The beginning and ending balance of the account or fund;
- (D) The amount of fees collected, and the interest earned;
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Section 66001(a)(2), and the public

improvement remains incomplete;

- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 <<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000211&refType=SP&originatingDoc=lc560ed80769211ed8784ea0b633c8c98&cite=CAGTS66001>> and any allocations pursuant to subdivision (f) of Section 66001 <<https://1.next.westlaw.com/Link/Document/FullText?findType=L&originatingContext=document&transitionType=DocumentItem&pubNum=1000211&refType=SP&originatingDoc=lc560ed81769211ed8784ea0b633c8c98&cite=CAGTS66001>>.

Section 3. That the Town Council at a public meeting has reviewed the following information pursuant to California Government Code Section 66001(d), as is required by California Government Code, including:

- (A) The fifth fiscal year following the first deposit into the fund and every five years thereafter, the following findings have been reviewed with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:
 - a. Identification of the purpose to which the fee is to be put;
 - b. Demonstration of a reasonable relationship between the fee and purpose for which it is charged;
 - c. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvement; and
 - d. Designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund;

APPROVED AND ADOPTED THIS 2nd day of December 2025.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

Town of Yucca Valley



ANNUAL AND FIVE-YEAR DEVELOPMENT IMPACT FEE REPORT (AB1600)

Fiscal Year Ended June 30, 2025

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ELECTED AND APPOINTED OFFICIALS

TOWN COUNCIL ELECTED OFFICIALS

Jeff Drozd	Mayor
Merl Abel.....	Mayor Pro Tem
Rick Denison	Council Member
Robert Lomabrdo	Council Member
Jim Schooler	Council Member

APPOINTED OFFICIALS

Curtis Yakimow.....	Town Manager
Thomas Jex.....	Town Attorney





TRANSMITTAL LETTER

December 2, 2025

Honorable Mayor and Council,

State law requires any local agency that imposes development impact fees to prepare a five year report providing specific information about those fees. Therefore, in accordance with the provisions of the California Government Code Section 66000 et seq., as amended by the Assembly Bill (AB) 518, Assembly Bill (AB) 516, and Senate Bill (SB) 1693, I hereby submit the Development Impact Fee (DIF) Report for the Town of Yucca Valley, California for the Fiscal Year (FY) ended June 30, 2025.

DIFs are charged by the local government agencies in connection with the approval of development projects. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a DIF program are set forth in Government Code Sections 66000-66025 (the "Mitigation Fee Act"), commonly referred to as "AB 1600 requirements".

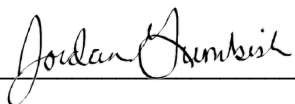
In Yucca Valley, DIFs are collected on or before the issuance of building permit or the date the certificate of occupancy is issued, for the purpose of mitigating the impacts caused by new development on Town infrastructure. Fees are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of facilities: General Facilities, Park Facilities, Trails, Storm Drains, Streets and Traffic.

California Government Code section 66006 (b) (2) requires the Town to prepare and make available to the public the DIF Report within 180 days after the last day of each fiscal year. The Town Council must review the annual report at a regularly scheduled public meeting not less than fifteen days after the information is made available to the public. This report was posted on the Town's website and filed with the Town Clerk's Office and available for public review on November 17, 2025.

Respectfully submitted,



Curtis Yakimow
Town Manager



Jordan Gumbish
Finance Manager



INTRODUCTION

LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING

A. California Government Code Section 66006 (b)

Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 DIF on new development. Annually, for each separate fund established for the collection and expenditure of DIFs, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the fee;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected and the interest earned;
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- An identification of an approximate date by which the construction of the public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- An identification of each public improvement identified in a previous report and whether construction began on the approximate date noted in the previous report;
- A description of projects identified for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction;
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan;
- The amount of refunds made due to insufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded;
- An identification of the number of people or entities that received refunds of Mitigation Fee Act fees.

B. California Government Code Section 66001 (d)

For all funds established for the collection and expenditure of DIFs, Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or

uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

C. Additional Notes

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a CIP indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The Town biennially produces a five-year CIP, which helps to maintain and support the Town's Strategic Plan. The five-year CIP identifies situations where infrastructure is needed to accommodate the planned development.

D. Establishing a Reasonable Relationship Between the Fee and the Purpose for Which It Is Charged

On October 5, 2010, the Town Council adopted the development impact fee (DIF) update, after consideration of the Development Impact Fee nexus study to support development within the Town through 2025. The updated DIFs are applied to new or expanded commercial development, new residential development, and upon uses which intensify the use of existing commercial or residential structures. Adjustment to the fees is reviewed by the Town Council annually in accordance with Town of Yucca Valley Ordinance No. 173. The DIF's nexus study sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs for those improvements based on the current General Plan. Comprehensive updates to the fees are completed on an as-needed basis to ensure the amount continues to reflect the appropriate fee in relation to updated costs.

E. Funding of Infrastructure

The FY 2024-26 adopted budget coincides with 5-year Capital Improvement Programs adopted by Town Council on July 16, 2024. The CIP identifies all funding sources and amounts for individual projects for the five-year period through FY 2028-29. The CIP is updated biennially to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development. Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee based on the type of project. The percentage of use associated with existing residents or businesses is funded from other appropriate sources as outlined in the CIP. Estimated construction start dates for projects are adjusted, as needed, to reflect the needs of the community.

DESCRIPTION AND PURPOSE OF DEVELOPMENT IMPACT FEES

The Town collects DIFs to offset and address the impacts of new development on facilities and infrastructure. Currently, there are five DIF categories: General Facilities, Park Facilities, Trails, Storm Drains, Streets and Traffic. Two main principles are applied for each fee type:

- 1) The Town aims to maintain the existing level of service as the Town continues to grow; and
- 2) New development should pay its fair share of the Town's infrastructure needs.

General Facilities – To provide for the expansion, design and construction of general public facilities. The purpose of the fees is to ensure that new development funds its fair share of general public facilities, based on planned facilities referenced in the 2010 development impact fee update and study. General facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the Town's service population, including residents and workers.

Park Facilities – To provide for the development of parks to add to the system of park and recreation facilities. The purpose of the Parks and Recreation impact fee is to generate revenue to fund the park facilities necessary to mitigate the impacts of new residential developments on the residents and businesses in the Town of Yucca Valley. Residents of Yucca Valley use park and recreation facilities. The fees advance a legitimate Town interest by enabling the Town to provide park and recreation facilities to its residents.

Trails – To provide for the development and expansion of trails within the Town. The purpose of the Trails impact fee is to generate revenue to fund the trails and facilities necessary to mitigate the impacts of new residential developments on the residents and businesses in the Town of Yucca Valley. Residents of Yucca Valley use trails and related facilities and is considered an essential feature to residents of the desert area. The fees advance a legitimate Town interest by enabling the Town to provide trail improvements and facilities to its residents.

Storm Drains – To provide for storm drains and facilities to accommodate the weather and increase in traffic generated by new development. The purpose of this fee is to protect the health, safety and general welfare of the Town's population and to mitigate the storm water run-off impacts caused by new development and weather accommodation. The storm drainage facilities fee shall be used to finance the cost of storm drainage projects including, without limitation, channels and storm drains.

Streets and Traffic – To provide for street and traffic improvements to accommodate the increase in traffic generated by new development as specified in the nexus study. The purpose of this fee is to ensure that new development funds its fair share of transportation facilities, including roadway segments and intersection improvements. The need for street improvements is based on the trip demand placed on the system by new development.

FEE SCHEDULE

- The fee levels are annually reviewed by the Yucca Valley Town Council. The table below lists maximum fees permissible as of October 18, 2011.

	General Facilities	Parks	Trails	Storm Drains	Streets & Traffic	Total
Residential						
SFR	\$ 1,181	\$ 2,568	\$ 458	\$ 2,632	\$ 2,242	\$ 9,081
MFR	\$ 913	\$ 1,980	\$ 354	\$ 1,316	\$ 1,789	\$ 6,352
Non-Residential						
Commercial	\$ 264	N/A	N/A	\$ 1,737	\$ 5,734	\$ 7,735
Office	\$ 352	N/A	N/A	\$ 1,816	\$ 4,915	\$ 7,083
Industrial	\$ 176	N/A	N/A	\$ 1,211	\$ 1,789	\$ 3,176

- The fee amounts per Resolution 11-46 adopted on October 18, 2011 are as follows:

Fee Amounts (Resolution 11-46, 10/18/11)

Subdivision; SFR Development	\$	9,081.00	per unit		
Infill; SFR Development	\$	2,568.00	per unit	allocated to Park Facilities	
Multi-Family Development	\$	3,600.00	per unit		
Commercial, Office & Industrial	\$	1.00	per Sq. Ft.	Up to 3,000	Sq. Ft.
	\$	2.00	per Sq. Ft.	3,001 - 5,000	Sq. Ft.
	\$	4.00	per Sq. Ft.	5,001-10,000	Sq. Ft.
	\$	7.74	per Sq. Ft.	10,001 and over	Sq. Ft.
Industrial Development Capped at	\$	3.18	per Sq. Ft.		
Office Development Capped at	\$	7.08	per Sq. Ft.		



**Town of Yucca Valley
Financial Summary Report
Development Impact Fees**

**Statement of Revenues, Expenditures and Changes in Fund Balance
For the Year Ended June 30, 2025**

	Facility	Parks	Streets/Traffic	Drainage	Trails	Totals
Beginning Balance as of 7/1/24	\$ (75,721)	\$ 816,934	\$ 661,913	\$ 1,010,184	\$ 60,237	\$ 2,473,548
Revenue						
Fees	50	61,710	1,241	386	-	63,387
Interest	(468)	5,470	4,140	6,013	360	15,514
Total Revenue	(418)	67,180	5,381	6,399	360	78,901
Expenditures						
Yucca Trail to Palomar	-	-	-	-	-	-
Indirect Costs	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
Transfers						
To General Fund- Animal Shelter	(54,000)	-	-	-	-	(54,000)
From Fund 526 - HISIP	-	-	-	-	-	-
Total Transfers	(54,000)	-	-	-	-	(54,000)
Ending Fund Balance as of 6/30/25	(130,139)	884,114	667,294	1,016,583	60,597	2,498,450
Loan Receivable - Senior Housing			(264,785)	(317,920)		(582,705)
Ending Cash Balance	\$ (130,139)	\$ 884,114	\$ 402,509	\$ 698,663	\$ 60,597	\$ 1,915,745



TOWN OF YUCCA VALLEY
Financial Summary Report
Development Impact Fee – General Facility

Statement of Revenues, Expenditures and Changes in Fund Balance
Last Five Fiscal Years

	<u>FY2020/21</u>	<u>FY2021/22</u>	<u>FY2022/23</u>	<u>FY2023/24</u>	<u>FY2024/25</u>
REVENUES					
Fees	\$ 18,456	\$ 3,295	\$ 107	\$ 2,902	\$ 50
Interest	(97)	(380)	111	(110)	(468)
Total Revenues	<u>18,359</u>	<u>2,915</u>	<u>218</u>	<u>2,792</u>	<u>(418)</u>
EXPENDITURES					
Expenditures	(329)	-	-	-	-
Total Expenditures	<u>(329)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>18,688</u>	<u>2,915</u>	<u>218</u>	<u>2,792</u>	<u>(418)</u>
Transfers In (Out)	(54,000)	(54,000)	(54,000)	(54,000)	(54,000)
Fund Balance, Beginning of Year	<u>116,324</u>	<u>80,354</u>	<u>29,269</u>	<u>(24,513)</u>	<u>(75,721)</u>
Fund Balance, End of Year	<u>\$ 80,354</u>	<u>\$ 29,269</u>	<u>\$ (24,513)</u>	<u>\$ (75,721)</u>	<u>\$ (130,139)</u>

Five-Year Revenue Test Using First In First Out Method

Available Revenue Current Year	\$ 18,539	\$ 2,915	\$ (24,513)	\$ (75,721)	\$ (130,139)
Available Revenue Prior Fiscal Year (2-yr Old Funds)	4,270	26,354	-	-	-
Available Revenue Prior Fiscal Year (3-yr Old Funds)	9,051	-	-	-	-
Available Revenue Prior Fiscal Year (4-yr Old Funds)	16,883	-	-	-	-
Available Revenue Prior Fiscal Year (5-yr Old Funds)	12,449	-	-	-	-
Available Revenue Greater than Five Prior Fiscal Years	19,162	-	-	-	-
Total Revenue Available	<u>\$ 80,354</u>	<u>\$ 29,269</u>	<u>\$ (24,513)</u>	<u>\$ (75,721)</u>	<u>\$ (130,139)</u>

Result: Five-year revenue test met in accordance with Government Code 66001 (d).

Notes:

¹ In using the revenue and expenditures reports to report fees that have been held past the fifth year of the first deposit, the total expenditures and transfers out over the five-year period must add together. The computed total must be subtracted from the earliest fund balance plus any transfers in for that year.



TOWN OF YUCCA VALLEY
Financial Summary Report
Development Impact Fee – Parks

Statement of Revenues, Expenditures and Changes in Fund Balance
 Last Five Fiscal Years

	<u>FY2020/21</u>	<u>FY2021/22</u>	<u>FY2022/23</u>	<u>FY2023/24</u>	<u>FY2024/25</u>
REVENUES					
Fees	\$ 154,132	\$ 110,467	\$ 89,915	\$ 131,477	\$ 61,710
Interest	(258)	(1,209)	2,719	4,043	5,470
Total Revenues	<u>153,874</u>	<u>109,258</u>	<u>92,634</u>	<u>135,520</u>	<u>67,180</u>
EXPENDITURES					
Expenditures	(872)	-	-	-	-
Total Expenditures	<u>(872)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>154,746</u>	<u>109,258</u>	<u>92,634</u>	<u>135,520</u>	<u>67,180</u>
Transfers In (Out)	-	-	-	-	-
Fund Balance, Beginning of Year	<u>326,519</u>	<u>479,522</u>	<u>588,780</u>	<u>681,414</u>	<u>816,934</u>
Fund Balance, End of Year	<u>\$ 479,522</u>	<u>\$ 588,780</u>	<u>\$ 681,414</u>	<u>\$ 816,934</u>	<u>\$ 884,114</u>

Five-Year Revenue Test Using First In First Out Method

Available Revenue Current Year	\$ 153,874	\$ 109,258	\$ 92,634	\$ 135,520	\$ 67,180
Available Revenue Prior Fiscal Year (2-yr Old Funds)	101,479	153,874	109,258	92,634	135,520
Available Revenue Prior Fiscal Year (3-yr Old Funds)	83,096	101,479	153,874	109,258	92,634
Available Revenue Prior Fiscal Year (4-yr Old Funds)	103,902	83,096	101,479	153,874	109,528
Available Revenue Prior Fiscal Year (5-yr Old Funds)	37,171	103,902	83,096	101,479	153,874
Available Revenue Greater than Five Prior Fiscal Years	-	37,171	141,073	224,169	325,378
Total Revenue Available	<u>\$ 479,522</u>	<u>\$ 588,780</u>	<u>\$ 681,414</u>	<u>\$ 816,934</u>	<u>\$ 884,114</u>

Result: Five-year revenue test met in accordance with Government Code 66001 (d).

Notes:

¹ In using the revenue and expenditures reports to report fees that have been held past the fifth year of the first deposit, the total expenditures and transfers out over the five-year period must add together. The computed total must be subtracted from the earliest fund balance plus any transfers in for that year.

² Park Fund reports money being held past the fifth year of first deposit. The Town intends to use funds for the Aquatic and Recreation Facility/Sports Complex project scheduled for 2026. Any funds not expended by the scheduled projects are to be accumulated for sufficient balance for upcoming projects scheduled in the Town's CIP.



TOWN OF YUCCA VALLEY
Financial Summary Report
Development Impact Fee – Streets

Statement of Revenues, Expenditures and Changes in Fund Balance
 Last Five Fiscal Years

	<u>FY2020/21</u>	<u>FY2021/22</u>	<u>FY2022/23</u>	<u>FY2023/24</u>	<u>FY2024/25</u>
REVENUES					
Fees	\$ 143,777	\$ 81,265	\$ 2,634	\$ 12,834	\$ 1,241
Interest	(603)	(2,476)	2,620	3,341	4,140
Total Revenues	<u>143,174</u>	<u>78,789</u>	<u>5,255</u>	<u>16,175</u>	<u>5,381</u>
EXPENDITURES					
Expenditures	(425,453)	-	-	-	-
Total Expenditures	<u>(425,453)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>568,626</u>	<u>78,789</u>	<u>5,255</u>	<u>16,175</u>	<u>5,381</u>
Transfers In (Out)	(478,761)	331,464	-	(12,379)	-
Fund Balance, Beginning of Year	<u>1,003,649</u>	<u>242,609</u>	<u>652,862</u>	<u>658,117</u>	<u>661,913</u>
Fund Balance, End of Year	<u>\$ 242,609</u>	<u>\$ 652,862</u>	<u>\$ 658,117</u>	<u>\$ 661,913</u>	<u>\$ 667,294</u>

Five-Year Revenue Test Using First In First Out Method

Available Revenue Current Year	\$ 143,174	\$ 78,789	\$ 5,255	\$ 3,796	\$ 5,381
Available Revenue Prior Fiscal Year (2-yr Old Funds)	15,988	143,174	78,789	5,255	3,796
Available Revenue Prior Fiscal Year (3-yr Old Funds)	26,343	15,988	143,174	78,789	5,255
Available Revenue Prior Fiscal Year (4-yr Old Funds)	54,643	26,343	15,988	143,174	78,789
Available Revenue Prior Fiscal Year (5-yr Old Funds)	2,461	54,643	26,343	26,343	143,174
Available Revenue Greater than Five Prior Fiscal Years	-	333,925	388,568	404,556	430,899
Total Revenue Available	<u>\$ 242,609</u>	<u>\$ 652,862</u>	<u>\$ 658,117</u>	<u>\$ 661,913</u>	<u>\$ 667,294</u>

Result: Five-year revenue test met in accordance with Government Code 66001 (d).

Notes:

¹ In using the revenue and expenditures reports to report fees that have been held past the fifth year of the first deposit, the total expenditures and transfers out over the five-year period must add together. The computed total must be subtracted from the earliest fund balance plus any transfers in for that year.

² Streets Fund reports money being held past the fifth year of first deposit. The Town intends to use a portion of the funds for two street projects scheduled for FY25-26. Any funds not expended by the scheduled projects are to be accumulated for sufficient balance for upcoming projects scheduled in the Town's CIP.



TOWN OF YUCCA VALLEY
Financial Summary Report
Development Impact Fee – Drainage

Statement of Revenues, Expenditures and Changes in Fund Balance
Last Five Fiscal Years

	<u>FY2020/21</u>	<u>FY2021/22</u>	<u>FY2022/23</u>	<u>FY2023/24</u>	<u>FY2024/25</u>
REVENUES					
Fees	\$ 65,121	\$ 25,258	\$ 819	\$ 6,143	\$ 386
Interest	(490)	(1,928)	3,790	4,772	6,013
Total Revenues	<u>64,631</u>	<u>23,330</u>	<u>4,609</u>	<u>10,915</u>	<u>6,399</u>
EXPENDITURES					
Expenditures	(1,657)	-	-	-	-
Total Expenditures	<u>(1,657)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>66,288</u>	<u>23,330</u>	<u>4,609</u>	<u>10,915</u>	<u>6,399</u>
Transfers In (Out)	-	-	-	-	-
Fund Balance, Beginning of Year	908,357	971,331	994,661	999,270	1,010,185
Fund Balance, End of Year	<u>\$ 971,331</u>	<u>\$ 994,661</u>	<u>\$ 999,270</u>	<u>\$ 1,010,185</u>	<u>\$ 1,016,584</u>

Five-Year Revenue Test Using First In First Out Method

Available Revenue Current Year	\$ 64,631	\$ 23,330	\$ 4,609	\$ 10,915	\$ 6,399
Available Revenue Prior Fiscal Year (2-yr Old Funds)	15,190	64,631	23,330	4,609	10,915
Available Revenue Prior Fiscal Year (3-yr Old Funds)	25,597	15,190	64,631	23,330	4,609
Available Revenue Prior Fiscal Year (4-yr Old Funds)	43,733	25,597	15,190	64,631	23,330
Available Revenue Prior Fiscal Year (5-yr Old Funds)	31,518	43,733	25,597	15,190	64,631
Available Revenue Greater than Five Prior Fiscal Years	790,662	822,180	865,913	891,510	906,700
Total Revenue Available	<u>\$ 971,331</u>	<u>\$ 994,661</u>	<u>\$ 999,270</u>	<u>\$ 1,010,185</u>	<u>\$ 1,016,584</u>

Result: Five-year revenue test met in accordance with Government Code 66001 (d).

Notes:

¹ In using the revenue and expenditures reports to report fees that have been held past the fifth year of the first deposit, the total expenditures and transfers out over the five-year period must add together. The computed total must be subtracted from the earliest fund balance plus any transfers in for that year.

² Drainage Fund reports money being held past the fifth year of first deposit. The Town intends to use funds for various drainage projects scheduled for FY25-26. Any funds not expended by the scheduled projects are to be accumulated for sufficient balance for upcoming projects scheduled in the Town's CIP.



TOWN OF YUCCA VALLEY
Financial Summary Report
Development Impact Fee – Trails

Statement of Revenues, Expenditures and Changes in Fund Balance
Last Five Fiscal Years

	<u>FY2020/21</u>	<u>FY2021/22</u>	<u>FY2022/23</u>	<u>FY2023/24</u>	<u>FY2024/25</u>
REVENUES					
Fees	\$ 5,035	\$ -	\$ -	\$ 1,003	\$ -
Interest	(30)	(114)	225	286	360
Total Revenues	<u>5,005</u>	<u>(114)</u>	<u>225</u>	<u>1,289</u>	<u>360</u>
EXPENDITURES					
Expenditures	(101)	-	-	-	-
Total Expenditures	<u>(101)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>5,106</u>	<u>(114)</u>	<u>225</u>	<u>1,289</u>	<u>360</u>
Transfers In (Out)	-	-	-	-	-
Fund Balance, Beginning of Year	<u>53,934</u>	<u>58,838</u>	<u>58,724</u>	<u>58,949</u>	<u>60,238</u>
Fund Balance, End of Year	<u>\$ 58,838</u>	<u>\$ 58,724</u>	<u>\$ 58,949</u>	<u>\$ 60,238</u>	<u>\$ 60,598</u>

Five-Year Revenue Test Using First In First Out Method

Available Revenue Current Year	\$ 5,505	\$ (114)	\$ 225	\$ 1,289	\$ 360
Available Revenue Prior Fiscal Year (2-yr Old Funds)	1,507	5,505	(114)	225	1,289
Available Revenue Prior Fiscal Year (3-yr Old Funds)	3,024	1,507	5,505	(114)	225
Available Revenue Prior Fiscal Year (4-yr Old Funds)	5,847	3,024	1,507	5,005	(114)
Available Revenue Prior Fiscal Year (5-yr Old Funds)	4,286	5,847	3,024	1,507	5,005
Available Revenue Greater than Five Prior Fiscal Years	38,669	42,955	48,802	52,326	53,833
Total Revenue Available	<u>\$ 58,838</u>	<u>\$ 58,724</u>	<u>\$ 58,949</u>	<u>\$ 60,238</u>	<u>\$ 60,598</u>

Result: Five-year revenue test met in accordance with Government Code 66001 (d).

Notes:

¹ In using the revenue and expenditures reports to report fees that have been held past the fifth year of the first deposit, the total expenditures and transfers out over the five-year period must add together. The computed total must be subtracted from the earliest fund balance plus any transfers in for that year.

² Trails Fund reports money being held past the fifth year of first deposit. The Town intends to use funds for future trail projects as funds are accumulated for sufficient balance.



NOTES TO THE DEVELOPMENT IMPACT FEE REPORT

The Notes address three items required by California Government Code Section 66006 (b).

Note 1 – Note Receivable – Senior Housing Project

In March 2012, the Town Council approved an Affordable Housing Development Agreement to defer the payment of the related Development Impact Fees in addition to financing a portion of the Senior Housing Apartments (project) for a total loan amount of \$2,925,000. The purpose of the loan is to fund construction of the Yucca Valley Senior Apartments through the Yucca Valley Senior Housing Partners, LP. The loan bears simple interest at an annual rate of one-half of one percent per annum until repaid in full. The loan is repayable to the Town with residual receipts after completion of the project. Interest accrued on the Note of June 30, 2025, is \$183,067. The principle outstanding balance of the Note receivable on June 30, 2025 is \$2,925,000. As of June 30, 2025, the following DIF funds receivable balances are:

- Streets/Traffic Fund: \$264,785
- Drainage Fund: \$317,920

Note 2 – Interfund Transfer

Transfers between funds during the fiscal year ending June 30, 2025, were as follows:

<u>Transfer from DIF Fund</u>	<u>Transfer to Fund</u>	<u>Project</u>	<u>Amount</u>
General Facility	General Fund	Animal Shelter Facility	\$ 54,000.00

Note 3 – Refunds Pursuant to Government Code Section 66001 (e)

California Government Code Section 66006 (b) requires this report to include the amount of refunds made pursuant to subdivision (e) of Section 66001, the number of persons or entities identified to receive those refunds, and any allocations pursuant to subdivision (f) of Section 66001. As of June 30, 2025, the Town of Yucca Valley has not issued any refunds for the identified public improvement projects, nor is there sufficient funding for any of the Town's incomplete public improvement projects to require a refund.



DEVELOPMENT IMPACT FEE PROJECTS IDENTIFICATION

The Development Impact Fees and Development Agreement Fee projects identification table illustrates the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- (ii) An identification of each public improvement identified in a previous report pursuant to clause (i) and whether construction began on the approximate date noted in the previous report.
- (iii) For a project identified pursuant to clause (ii) for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction.

Current Development Impact Fee Project Identification As of June 30, 2025

Project Number	Current Projects	Project Phase	Estimated Construction Start Date	Estimated Completion Date	Budget to Date	Expenditures to Date	Additional Funding Source	Estimated % of Project Funded with Fees
7075	SR Highway 62 Widening	Engineering	7/1/2025	12/31/2026	650,000		LTF/Measure I	2%
8971	Prop 68 - Palm Avenue	Engineering	7/1/2025	6/30/2028	100,000	-	N/A	100%
6009	Aquatic and Recreation Center	Construction	7/1/2024	12/31/2026	51,000,000	-	Reserves	3%
					<u>\$ 51,750,000</u>			

The prior year's report identified the following project(s) in which construction did not begin on the previously reported construction date for the following reasons and/or delays:

- Project #7075, SR62 Widening: Design was postponed as additional project funding was negotiated with the SBCTA for the construction phase. This project is included in the current 5 Year CIP and is expected to commence in 2026.
- Project #8971 Prop 68-Palm Avenue: Design was postponed ensuring proper timing with available construction funding. This project is included in the current 5 Year CIP and is expected to commence in 2026.
- Project #6009 Aquatic and Recreation Center: The construction phase of this project is currently ongoing, with the project scheduled for completion in Fall 2026. DIF Funds will reimburse the construction costs and are estimated to be expended from the Parks Available Fund Balance by January 2026.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 15, 2025

Meeting Date: December 2, 2025

Subject: Budget Calendar

Recommendation:

Review and approve the proposed Budget Calendar for FY2026-28.

Prior Review:

Discussion:

For the upcoming 2026-28 fiscal years, the Town will be completing a budget plan identifying both the priorities and programs of the Town, as well as the related financial resources required to accomplish these identified priorities. The budget process specifically coordinates the proposed goals, objectives, and programs with the Town's existing General Plan, Town policies, and the strategic planning guidance documents. As an additional component of the budget, a multi-year forecast will also be incorporated into the budget process, thus presenting a long-term financial planning horizon for the Town.

The development of the annual budget is completed in phases, with each phase subject to a management review process. These phases are identified in the attached budget calendar.

Upon completion of the individual phases, the budget is then assembled as a draft consolidated forecast of the Town's financial plan. The final budget adoption is scheduled for May 19, 2025.

As always, any member of the Council is invited to meet with staff at any time during the budget process if there are questions or concepts that need further clarification. Such a meeting may be beneficial in helping to understand the general language and structure of the upcoming budget.

Alternatives

Fiscal Impact:

Attachments

1. FY26-28 Budget Calendar



Town of Yucca Valley
FY 2026-28 Budget Calendar

Week of	Topic	Responsibility
January 12th	Budget Kick-Off Distribution of Budget Worksheets as needed	Finance
February 6th	Operational Assessment/Staffing Documents Due	Town Department Heads
February 27th	General Fund Budget - Worksheets Due (incl Alternatives)	Town Department Heads Finance
March 9th	General Fund Budget - Worksheets Review	Town Management
March 20th	General Fund Budget Report - Draft Due	Finance
March 27th	Special Revenue Budgets Due	Town Department Heads
April 6th	Revenue Commission Presentation	Commission/Staff/Public
April 7th	Budget Workshop/General Fund Presentation	Town Council/Staff/Public
April 13th	Special Revenue Funds Budget Review	Town Management
April 24th	Special Revenue Fund Budget Report - Draft Due	Finance
May 5th*	Special Revenue Funds Budget Presentation	Town Council/Staff/Public
May 8th	Final Draft Budget Distribution	Finance
May 19th*	Proposed Budget Public Hearing Budget Adoption and GANN Limit	Town Council/Staff/Public Town Council
June 2nd	Available if Budget not adopted on 5/19/25	Town Council

**Indicates confirmed due date. All other dates indicate "week of", with finalization to come.*

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Alex Qishta, Public Works Director

Date: November 17, 2025

Meeting Date: December 2, 2025

Subject: Authorization to Purchase and Install Dugout Shade Sails at Tri-Valley Little League Fields

Recommendation:

That the Town Council:

- Adopts Resolution 25-XX, amending the FY2025-26 Special Revenue Capital Project Reserve Fund 800 to allocate \$200,000 for the total project budget as identified in Exhibit A.
- Award a Construction Contract in the amount not to exceed \$182,879.06 to Zoom Recreation, Inc. for purchasing and installing eight (8) Hanging Cantilever Shade Sails, CMAS #4-25-10-1006.
- Authorizes construction/installation, construction contingencies, and inspection costs in the total amount of \$200,000.00
- Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend contingency funds, if necessary, for project completion.

Prior Review:

None

Discussion:

The existing dugouts at the Tri-Valley Little League fields have reached the end of their useful life. The current structures consist of aging wood framing that have deteriorated due to years of exposure to desert weather conditions. In their current condition, the dugouts have become a safety hazard for players.

The proposed improvement will remove the existing dugouts and replace it with modern hanging cantilever shade sails. The cantilever design will provide ample sun protection without the need for intrusive vertical support, improving both player visibility and circulation. The new system will feature:

- Powder-coated steel frames for corrosion resistance
- Commercial-grade fabric rated for high UV protection and wind load
- Color-coordinated materials to complement existing park facilities

Staff utilized CMAS Contract # 4-25-10-1006 that was issued on October 6, 2025, and is valid until September 30, 2028, through the California Multiple Awards Schedule (CMAS).

Alternatives

None

Fiscal Impact:

There are no federal funds or grants associated with this purchase. Included in the recommendation is to allocate \$200,000 from the Capital Project Reserve Fund 800 unassigned fund balance to complete the purchase of eight (8) hanging cantilever shade sails from Zoom Recreation, Inc in the amount of \$182,879.06,. This amount includes delivery, labor, and installation of the shade sails.

Attachments

1. Tri-Valley Dugout Shade Sails - Budget Amendment Resolution
2. 4-25-10-1006 CMAS Contract - Zoom Recreation
3. Zoom Proposal 438-3 - Yucca Valley Dugout Shades
4. Exhibit A - Capital Project Reserve Fund 12.2.25

RESOLUTION NO 25-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2025-26 SPECIAL REVENUE FUND BUDGET BY ALLOCATING \$200,000 FROM FUND 800, CAPITAL PROJECT RESERVE FUND FOR THE TRI-VALLEY DUGOUT SHADE SAILS REPLACEMENT PROJECT.

WHEREAS, the Town Council adopts an annual budgets for providing services to the community; and

WHEREAS, from time to time it is necessary to amend the budget to reflect ongoing projects, trends and modifications to services and projects as they are implemented; and

WHEREAS, the Town Council desires to move forward with the construction of the Tri-Valley Dugout Shade Sails Replacement Project.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, RESOLVES AS FOLLOWS.

SECTION 1. The Town Council allocates \$200,000 from Fund 800, Capital Project Reserve Fund for the Tri-Valley Dugout Shade Sails Replacement Project.

APPROVED AND ADOPTED THIS 2nd DAY OF DECEMBER 2025.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Zoom Recreation Inc.

CMAS NUMBER:	4-25-10-1006
CMAS TERM DATES:	10/06/2025 through 9/30/2028
EFFECTIVE DATE:	10/06/2025
CMAS CATEGORY:	Non-IT Commodities General Provisions
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	February 20, 2025
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE BUYBOARD CONTRACT #:	781-25
BASE CONTRACT HOLDER:	Superior International Industries DBA Superior Recreational Products
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of parks and recreation equipment, products, and installation. (See page 3 for the restrictions applicable to this CMAS.)

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-10-1006

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

Buyers must verify that the CMAS contractor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS contractor is providing installation services.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-10-1006**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Playground-Equip
Playground-Equip Shade
Playground-Surface Rubberized

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase and warranty of parks and recreation equipment, products, and installation.

The ordering agency must verify all products and/or services, and pricing are currently available on the BuyBoard 781-25 contract at the BuyBoard website. Access the BuyBoard website at BuyBoard Purchasing Cooperative | BuyBoard. Buyers will need to create a user account in the BuyBoard portal to access the pricing. The link to the Superior Recreational Products catalog is: Products, Shop | BuyBoard | BuyBoard.

EXCLUDED PRODUCTS AND/OR SERVICES

Public works services for State Agencies are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Zoom Recreation Inc.
4000 Barranca Parkway, Suite 250-659
Irvine, CA 92604
Attn: Tina Le**

E-mail: **admin@zoomrecreation.com**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Nancy Le
Phone: (866) 516-5439
E-mail: accounting@zoomrecreation.com
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**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-10-1006**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 220-434816. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is .

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains a 12% discount for custom products.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

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CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Special Provisions.

DELIVERY

10 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. Destination (Free On Board) – Prepaid and Add Seller pays the freight charges.

State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

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PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

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- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Special Provisions, Conflict of Interest, for more information.

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SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

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3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

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CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2021137 expires on 11/30/2026.

If this certification has expired, the current expiration date should be verified at [Cal eProcure](#). The OSDS contact information can be found on the [OSDS website](#). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

[CMAS Small Business and Disabled Veteran Partners](#) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

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- iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

- 1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
- 2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Special Provisions, Provision #14, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

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PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESN\) website](#) if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency’s office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, Special Provisions, Public Works Requirements.

State Contractor’s License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the [State Contractor’s License Board](#) website to verify that the Contractor’s License shown below is still active and in good standing.

The CMAS contractor’s California Contractor’s License number is 1067651. This is a Class A General Engineering and C-61/D-34 Prefabricated Equipment license that is valid through 8/31/2026.

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NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

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SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Special Provisions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

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3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the [CMAS Management Guide](#).

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

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5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMarT) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMarT program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMarT State Financial Marketplace. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMarT and/or Lease SMarT). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMarT Unit via e-mail at SFM@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ZOOM RECREATION INC.
CMAS NUMBER 4-25-10-1006**

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS Special Provisions conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed “[Federal Debarment](#)” certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](#), please visit the DGS website.



**TRI-VALLEY LITTLE
LEAGUE DUGOUT SHADES**

Yucca Valley, CA



WHY ZOOM? WHY SUPERIOR?

WE'VE GOT YOU COVERED

1. All our equipment is proudly made in the USA.
2. CPSI & ASTM certified designers and IPEMA certified equipment to ensure safety comes first on every project.
3. Class A GC Licensed, bonded and insured.
4. Turn-Key. We handle both the design and installation.
5. Exclusive rights partner of Superior Recreational Products
6. CA State Certified Small Business Enterprise (SBE)





PREPARED BY

Justin Lotz

Zoom Recreation, Inc.
(866) 516-5439
justin@zoomrecreation.com
4000 Barranca Parkway
Suite 250-659, Irvine, CA 92604

PREPARED FOR

Town of Yucca Valley

Town of Yucca Valley
(760) 369-6585 ext. 226
lcpeland@yucca-valley.org
58928 Business Center Drive Yucca Valley, CA 92284

QUOTE DETAILS

Tri Valley Little League

56625 Little League Dr.
Yucca Valley, CA 92284

Shade for 8 Dugouts, various sizes

DESCRIPTION	QTY	UNIT PRICE	TOTAL
CMAS CMAS Contract #4-25-10-1006			\$0.00
SRP-HangingCShade Shade Type: Hanging Cantilever Shade Length: 22' Width: 10' Entry Height: 8' Number of Posts: 2 Number of Fabric Tops: 1 Mounting Style: Base plate at 6" sub grade Glide Elbows included Manufacturer: Superior Shade	4 Each	\$8,520.00	\$34,080.00
SRP Shade:HC201008SG Shade Type: Hanging Cantilever Shade Length: 20' Width: 10' Entry Height: 8' Number of Posts: 2 Number of Fabric Tops: 1 Mounting Style: Base plate at 6" sub grade Glide Elbows included Manufacturer: Superior Shade	2 Each	\$8,403.00	\$16,806.00
SRP-HangingCShade Shade Type: Hanging Cantilever Shade Length: 40' Width: 10' Entry Height: 8' Number of Posts: 4 Number of Fabric Tops: 1 Mounting Style: Base plate at 6" sub grade Glide Elbows included Manufacturer: Superior Shade	2 Each	\$17,754.00	\$35,508.00
CMAS DISCOUNT 12% Discount for CMAS purchase CMAS Contract #4-25-10-1006			-\$10,367.28
Professional Certified Installation of Shade Structure(s)			\$84,900.00

Professional Certified Installation of Shade Structure(s)

Includes:

- Unloading
- Layout
- Surface mount
- Excavation
- All concrete and required rebar/steel reinforcement
- Assembly of frame
- Installation of fabric
- Haul and dispose of spoils offsite

Wage Type: CA Prevailing

Expedited Engineered Sealed Drawings	3 Each	\$1,500.00	\$4,500.00
Expedited Engineered Sealed Drawings with Calculations for Permitting Purposes			

Lead time: 2-3 weeks

- Sealed Drawings & Calculations Provided In 11"x17" Format.
- (4) Copies of Sealed Drawings & (2) Of Calculations, Digital Copies With Pier And Spread Footer Analysis Included.
- Engineered Sealed Drawings will be Performed to Meet Current Published Local Codes and Conditions.
- Includes Epoxy Analysis with True Surface Mount Designs.
- Check With The City Ordinances To Verify Any Special Requirements Prior To Sealing Structure.
- Additional Alterations/Revisions Will Be Subject To Added Fees.
- If Available Include A Soils/Geotechnical Report. (Location Specific To This Design)
- One Seal per Design and per Location

Excludes:

- Obtaining permits. (permit submittal to be handled by client)
- Architectural site plans or any other items needed in the permit application.

Freight Out Billable and Handling	\$10,800.00
Freight for Shade Structures	

SUBTOTAL **\$176,226.72**

TAX **\$6,652.34**

TOTAL **\$182,879.06**

Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.

This proposal does not provide for the following:

Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing

Site sub-grade issues: increase in foundation sizes and costs after sealed engineering, material not suitable for footings, material requiring demolition, or contaminates that require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer or gas.

Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.

If the job is not ready to start when the equipment is complete in production, client will be charged \$200/week in storage fees.

This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.

All invoices past due date are subject to an annual interest rate of 15%. Past due is defined to 30 days after sign-off of completion by client

Actual structure colors may vary slightly from renderings.

A 50% deposit and signed contract are required upon approval.

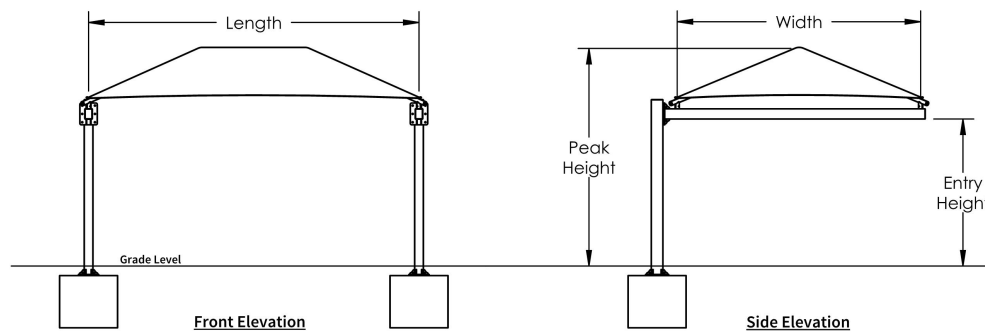
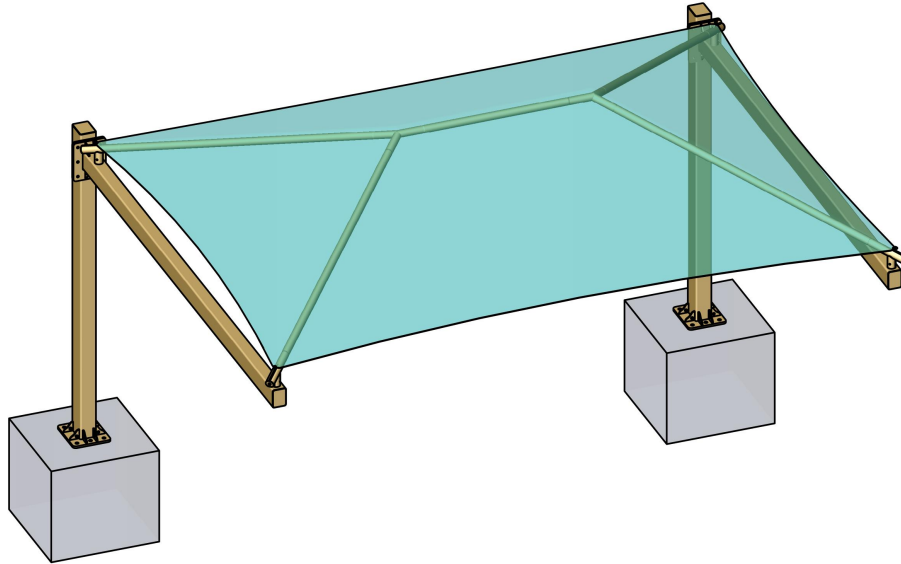
The above specifications, costs, and terms are hereby accepted.

CUSTOMER'S SIGNATURE

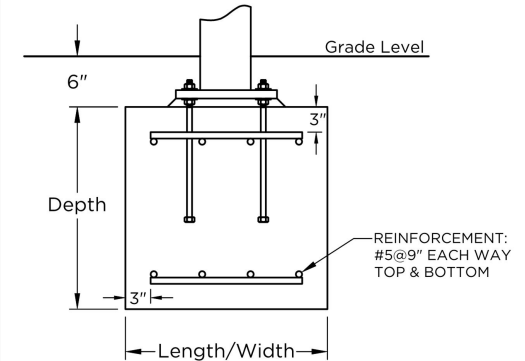
DATE

Hanging Cantilever Hip Shade

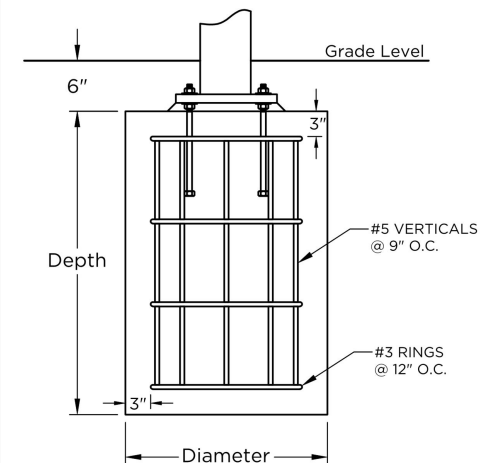
Length	20'	Width	10'	Entry Height	8'
Peak Height	10.02'	Elbow	Glide	Column Mount	Base Plate
Column Size	7"x5"x1/4"	Rafter Size	Ø2.875" 12-Ga	Ridge Size	Ø2.875" 12-Ga
Column Length	9.5'	Rafter Length	7.11'	Ridge Length	10.73'
Dome Qty.	1	Column Qty.	2	Beam Size	6"x4"x3/16"



Square Footing		
Column	Length & Width	Depth
Single Cap	2.89	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	4.08	N/A
3'-0"	Out of range	N/A



SuperiorShade

QUOTE
117021
QUO0316935

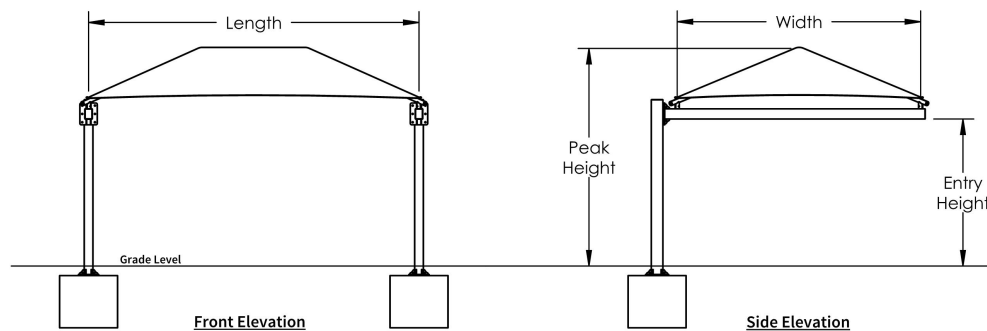
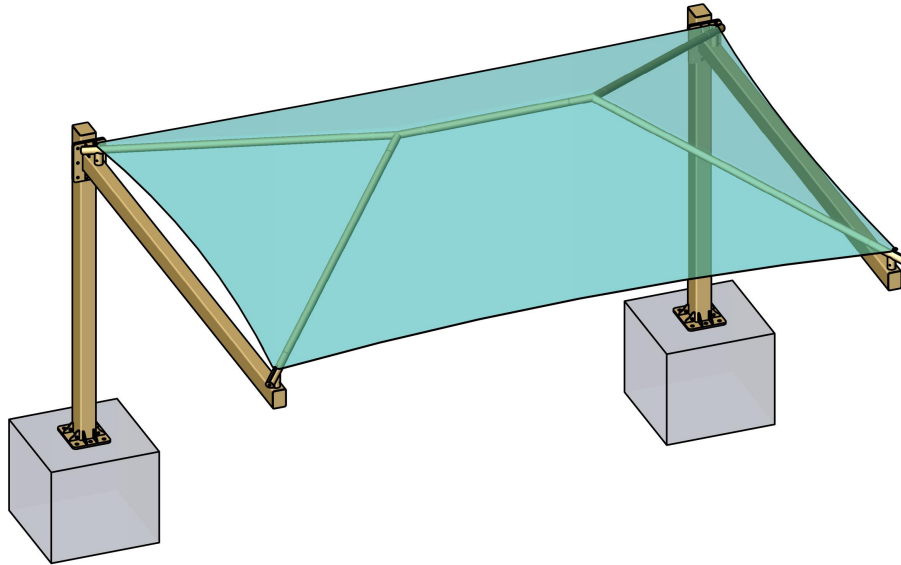
SHADE SIZE
20 X 10

SHADE STYLE
Hanging Cantilever
Hip Shade

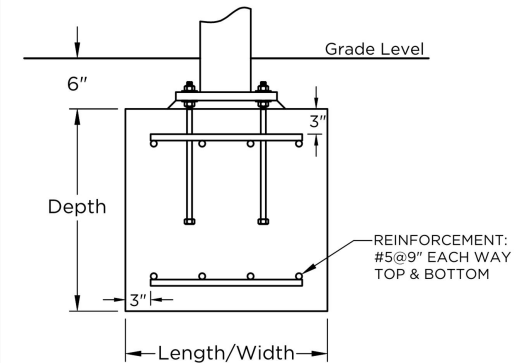
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Hanging Cantilever Hip Shade

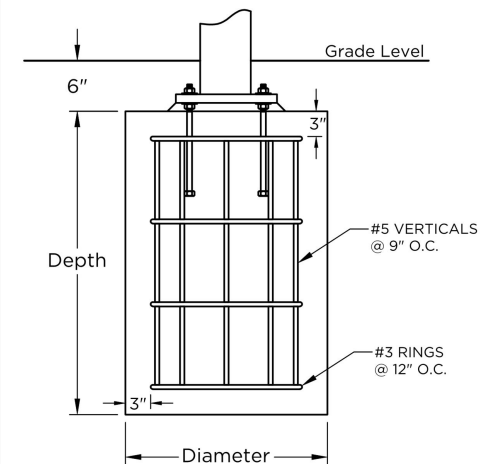
Length	22'	Width	10'	Entry Height	8'
Peak Height	10.02'	Elbow	Glide	Column Mount	Base Plate
Column Size	7"x5"x1/4"	Rafter Size	Ø2.875" 12-Ga	Ridge Size	Ø2.875" 12-Ga
Column Length	9.5'	Rafter Length	7.11'	Ridge Length	12.73'
Dome Qty.	1	Column Qty.	2	Beam Size	6"x4"x3/16"



Square Footing		
Column	Length & Width	Depth
Single Cap	3.03	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	4.48	N/A
3'-0"	3.11	N/A



SuperiorShade

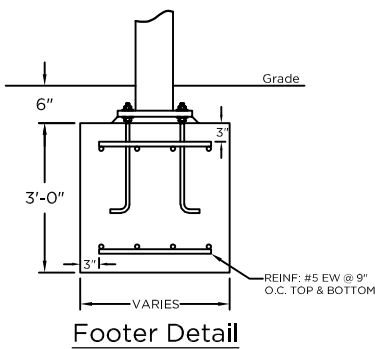
QUOTE
117019
QUO0316935

SHADE SIZE
22 X 10

SHADE STYLE
Hanging Cantilever
Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

ESTIMATED FOOTINGS: 2.6' X 2.6' X 3'



FOUNDATION NOTE: ALL FOUNDATION SIZES ARE ESTIMATIONS ONLY ACTUAL SIZING SHOULD BE DETERMINED BY A LOCALLY QUALIFIED STRUCTURAL ENGINEER PRIOR TO INSTALLATION.

SuperiorShade

PROJECT NAME
YUCCA VALLEY DUGOUTS

QUOTE
QUO0316935

TITLE
Proposal

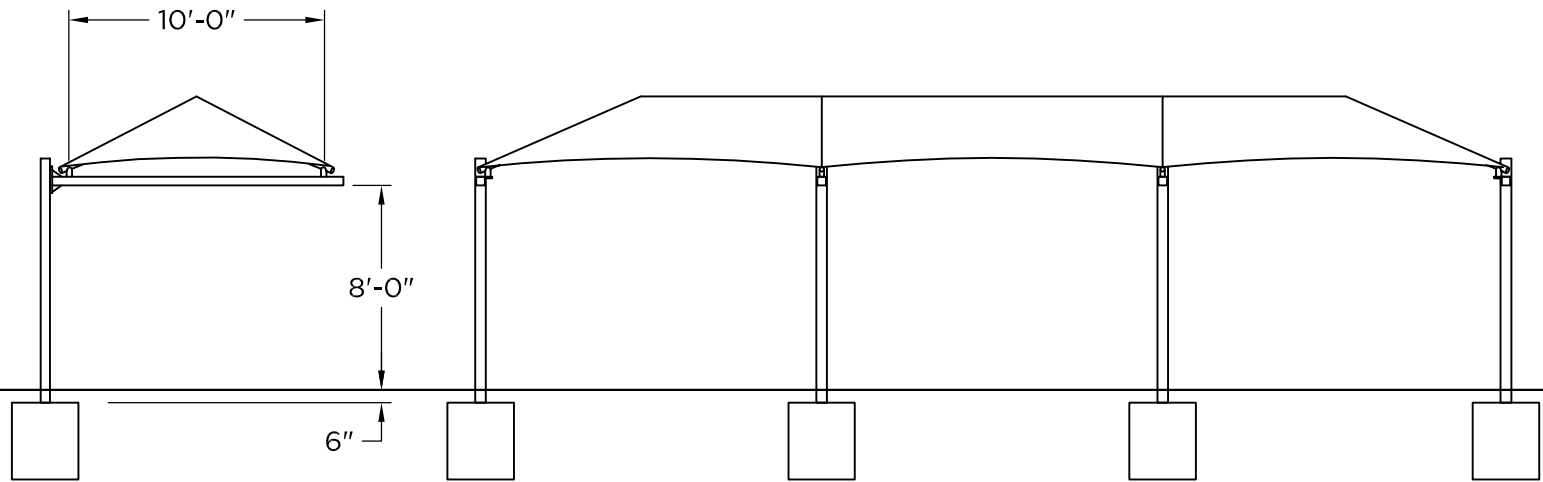
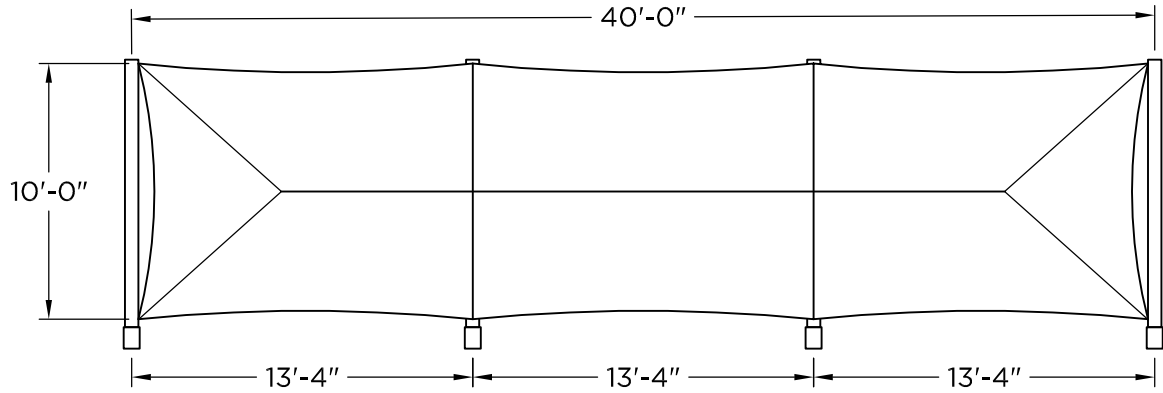
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11/14/2025

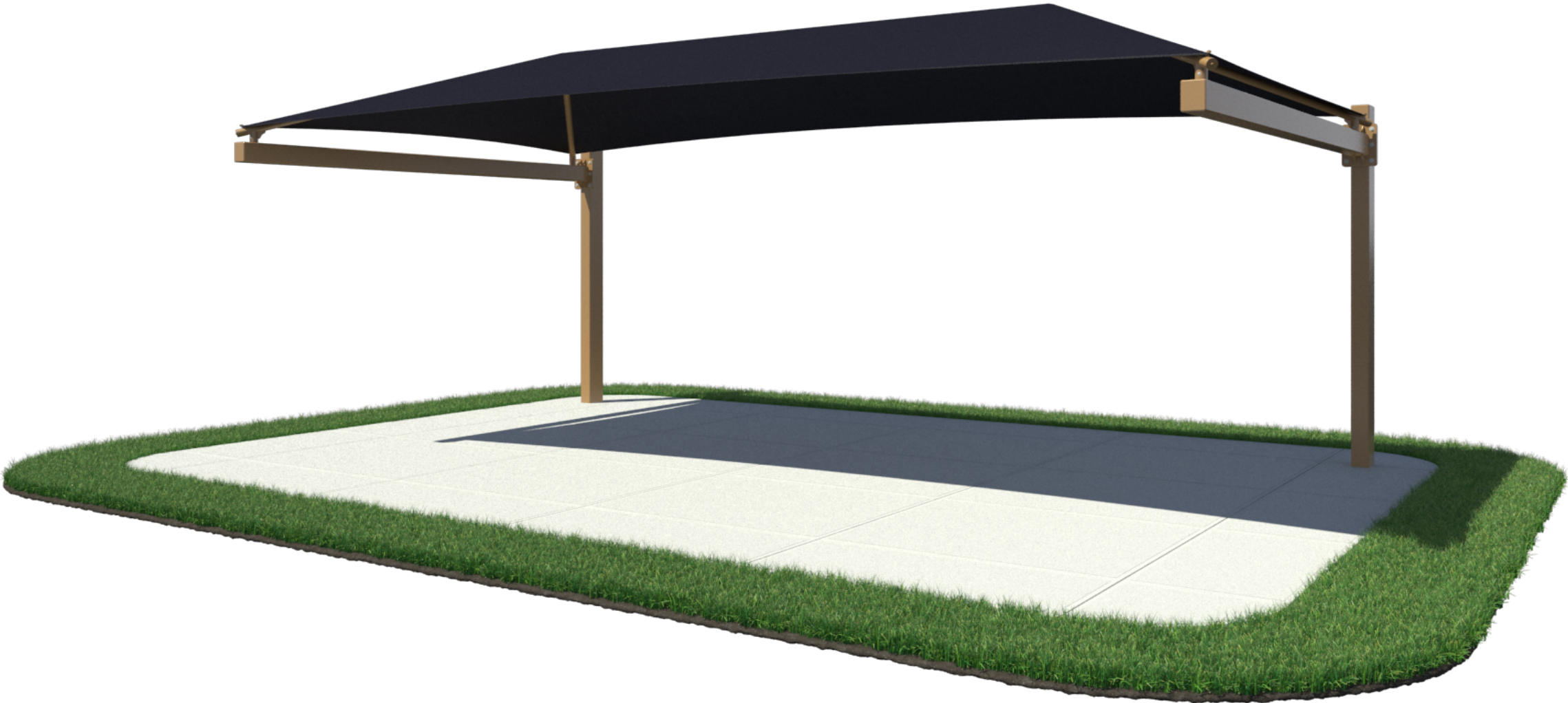
SCALE
Not to Scale

DRAWN BY
JSJ

SHEET
1 of 1

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.











Angels



FABRIC SHADE STRUCTURES

MATERIALS AND COLORS

Project Name

Print Name

Frame Color

Fabric Shade Color

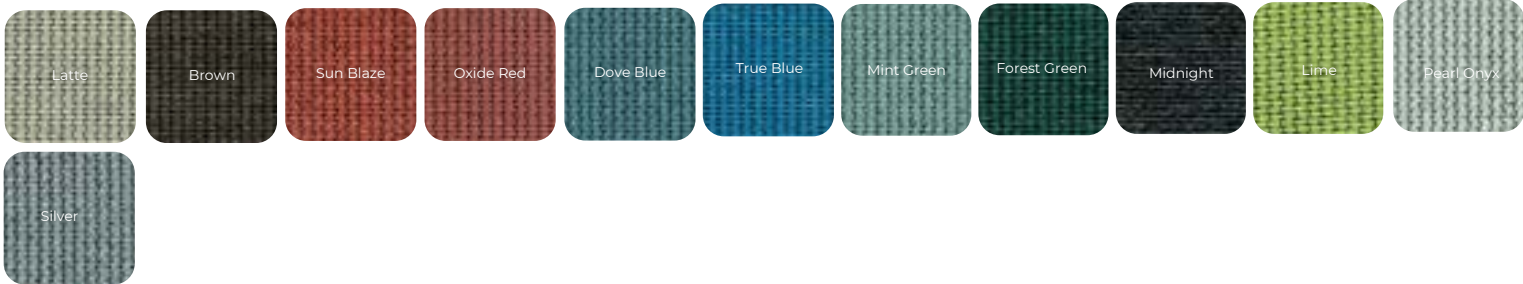
Date

Signature

THANK YOU!

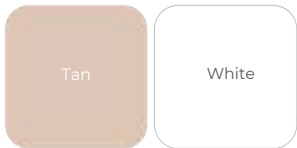
Traditional Fabric

This option includes colors that are California Fire Marshal certified and pass the NFPA 701 or ASTM E84 tests.



Waterproof Shade

Available exclusively for our Arched Cantilever, Flower, Single Post Umbrella, and Cantilever Waterproof Umbrellas.



Frame Color Options

Gloss



Matte, Textured or Metallic





OSAMA YOUNAN P.E.
GENERAL MANAGER

JOHN WEIGHT
EXECUTIVE OFFICER

Department of Building & Safety

Materials Control Section

221 N. Figueroa Street, Suite 700

Los Angeles, CA 90012

Telephone: (213) 577-8015

Email: ladbs_materialscontrol@lacity.org

FABRICATOR CERTIFICATE OF APPROVAL

Superior International Industries, Inc.

Jonathan Hardesty

1050 Columbia Drive

Carrollton, GA 30117

Shop Location

150 Adamson Industrial Blvd.

Carrollton, GA 30117

Approval No: FB03258
Branch No: 0
Valid Date:
Expiration Date: 10/01/2026
QC Inspector: James Sisson
Approval Type: Specialty (SPC): Steel Shade Structures

You are hereby notified that your certificate of approval is valid from the dates shown above under the provisions of the City of Los Angeles Municipal Code, section 96.204 and information bulletin P/BC 2017/042 (Part I) Renewal.

Adam Burgess
Principal Inspector
Materials Control Section
(213) 202-2784

Material Specifications, Warranty, and Policies

Material Specifications

Fabric

- Shade fabric is made of UV stabilized cloth manufactured by Alnet Americas or approved equal
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut
- Cloth meets fire resistance tests as follows:

Alnet Americas Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

Fabric Properties

Stretch	Stentored
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828 lbf (ASTM 3786)
Fabric Weight (oz/sqFT)	Avg 1.02 to 1.07 oz.
Fabric Width	9' 10"
Roll Length	150'
Roll Size	63" x 16 ½"
Weight	120 lbs.
Life Expectancy	10 Years
Fading	Minimum Fading After 6 years, 3 Years for Red and Yellow
Min. Temperature	-77°
Max. Temperature	+167°

Shade Protection and UV Screen Protection Factors

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Rivergum Green	88.7%	92.9%
Sky Blue	89%	92.2%
Navy Blue	93.6%	94.4%
Turquoise	86%	91.5%
Yellow	77.6%	95.5%

To view a complete list of fabrics, please reference the Color Options page of our catalog by clicking [here](#).

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage
- Shall have a wide temperature and humidity range
- Abrasion resistant and UV radiation immunity
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution
- Lockstitch thread - 1200 Denier or equal
- Chain stitch thread - 2400 Denier or equal

Steel Tubing

- All fabricated steel must be in accordance with approved shop drawings and calculations
- All steel is cleaned, degreased, or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted
- Plate products shall comply with ASTM A-36

Superdurable Powder Coat and Primer

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating

Powder Coat Tests		Results
ASTM	Gloss at 60°	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtoV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

Powder Coat Process Characteristics

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

Application Criteria

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

Welds

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable
- All fillet welds shall be a minimum of ¼" unless otherwise noted
- All steel shall be welded shut at terminations to prevent internal leakage
- Internal weld sleeving is not acceptable
- On-site welding of any component is not acceptable

Sewing

- On-site sewing of a fabric will not be accepted
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load
- The perimeters that contain the cables shall be double lock stitched

Installation Hardware

- Bolt and fastening hardware shall be determined based on calculated engineering loads
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2
- Upon request, Stainless Steel hardware shall comply with ASTM A-304
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized

Concrete

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality
- Concrete specifications shall comply in accordance with, and detailed as, per plans as follows:
 1. 28 Days Strength $F'_c = 2500$ psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150

CONCRETE CONTINUED ON NEXT PAGE

5. Aggregate shall conform to ASTM C-33

- All reinforcement shall conform to ASTM A-615 grade 60
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice
- Whenever daily ambient temperatures are below 80° F, the contractor may have mix accelerators and hot water added at the batch plant (see table)
- The contractor shall not pour any concrete when daily ambient temperature is below 55° F

Concrete Temperate Chart

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

Footings

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer
- All anchor bolts shall be zinc plated unless specified otherwise
- Footing shall be placed in accordance with and conform to engineered specifications and drawings

Shade Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

LW Lifetime* Warranty on stainless steel hardware

20 20-Year Limited Warranty on framework

10 10-Year Limited Warranty on fabric

5 5-Year Limited Warranty on powder coat

1 1-Year Limited Warranty on cables

1 1-Year Limited Warranty on materials not above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and wind-storms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has manufacturers written approval.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a complete new product due to a defective component.

Limited Warranty: Structural Steel

SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Limited Warranty: Shade Fabric

Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage and VALMEX[®] MEHATOP F 1 waterproof fabric carry a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-Year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

Policies

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

Appendix

Proper Care, Maintenance, and Safe Removal of the Shade Canopy

THINGS TO AVOID

SNOW, ICE, AND HIGH WINDS: Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

SHARP OBJECTS: Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

OBSTRUCTIONS: Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

SOURCES OF HEAT: Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric or fireworks near the fabric..

SLACK CABLE IN CANOPY: Canopies with loose cables can fail.

CLEANING THE FABRIC

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

CABLES AND HARDWARE

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. Canopy cables that are not maintained at optimum tension will be subject to shorter lifespans and potential failures earlier than our recommend cable replacement scheduling. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

GLIDE ELBOW™

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

STORAGE

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

UNINSTALLING THE SHADE CANOPY

NECESSARY CARE: It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

PROPER AND SAFE: Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

REMOVAL OF THE CANOPY: Do not attempt to remove the canopy in strong or gusty winds.

STANDARD ELBOWS: For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down. It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

GLIDE ELBOWS: For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape. When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

SHADE SAILS WITH FANS: For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

REINSTALLING HINTS

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

Town of Yucca Valley
FY 2024-26 Amended Budget
Special Revenue Funds

800 - Capital Projects Reserve	2024-25		2025-26		
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS					
State Grant Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Recovery	50,000	-	50,000	-	50,000
TOTAL RECEIPTS	50,000	-	50,000	-	50,000
EXPENDITURES					
Spec Prof Serv-Other	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
CAPITAL OUTLAY					
Construction Projects	3,754,058	3,080,008	724,050	-	724,050
Capital Replacement	572,661	108,303	1,040,082	200,000	1,240,082
Vehicle & Equipment Replacement	772,342	745,918	376,424	-	376,424
Capital Maintenance	1,142,000	542,896	612,752	-	612,752
TOTAL CAPITAL OUTLAY	6,241,061	4,477,126	2,753,307	200,000	2,953,307
OPERATING TRANSFERS IN (OUT)					
Transfer IN (OUT)- Fund 001 Vehicle Res	500,000	500,000	-	500,000	500,000
Transfer IN (OUT)- Fund 001 A/S vehicle	11,000	11,000	9,500	-	9,500
Transfer IN (OUT)- Fund 001 Unassigned	3,500,000	3,500,000	-	2,000,000	2,000,000
Transfer IN (OUT) - Fund 536 ATP Grant Match	-	-	-	-	-
Transfer IN (OUT)- Fund 572 Prop 68 Aquatics	(4,500,000)	-	(4,500,000)	-	(4,500,000)
Transfer IN (OUT)- Fund 574 ARPA - Senior Center	(407,000)	-	(407,000)	-	(407,000)
Transfer IN (OUT)- Fund 801 Measure Y	150,000	150,000	-	-	-
	(746,000)	4,161,000	(4,897,500)	2,500,000	(2,397,500)
INCREASE (DECREASE) IN FUND BALANCE	(6,937,061)	(316,126)	(7,600,807)	2,300,000	(5,300,807)
Unassigned Cap Reserve Fund	8,547,811	9,456,387	9,763,144	-	9,763,144
Town Wide Infrastructure Reserve	-	1,374,317	-	-	-
Specialized Professional Services Reserve	52,322	52,322	52,322	-	52,322
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	-	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	30,526	173,235	159,587	-	159,587
Fleet Reserve	428,634	503,032	268,114	-	268,114
BEGINNING FUND BALANCE	11,559,294	11,559,293	11,243,167	-	11,243,167
Unassigned Cap Reserve Fund	3,437,092	9,763,144	2,446,582	-	4,246,582
Specialized Prof. Services Reserve	2,322	52,322	50,000	-	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	1,000,000	1,000,000	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	15,526	159,587	144,587	-	144,587
Fleet Reserve	167,292	268,114	1,190	-	501,190
ENDING FUND BALANCE	\$ 4,622,233	\$ 11,243,167	\$ 3,642,360	\$ 2,300,000	\$ 5,942,360
Construction Projects					
Project Detail					
Town Hall Redesign	369,355	119,735	249,620	-	249,620
Public Buildings Design/Renov	100,000	-	100,000	-	100,000
Tri Valley Maintenance	123,495	-	173,495	-	173,495
Old Town Beautification	3,076,208	2,960,273	115,935	-	115,935
Town Property - Utility Undergrounding	85,000	-	85,000	-	85,000
	3,754,058	3,080,008	724,050	-	724,050
Capital Replacement Program					
Cap Projects- Contingency	156,000	16,425	200,000	-	200,000
Financial Software	17,507	-	17,507	-	17,507
Admin Services Masterplan Projects	50,000	-	110,000	-	110,000
Community Center HVAC Replacement	-	-	165,000	-	165,000
Machris Park Sports Field Light Upgrade	-	-	300,000	-	300,000
TriValley Shade Sail Replacement	-	-	-	200,000	200,000
MDAQ EV Charging Station	12,000	-	-	-	-
CC Masterplan - CEQA	117,154	89,579	27,575	-	27,575
Open Spaces & Conservation Element Plan Update	120,000	-	120,000	-	120,000
Town Property Acquisition	100,000	2,300	100,000	-	100,000
	572,661	108,303	1,040,082	200,000	1,240,082
Vehicle and Equipment Replacement					
Vehicle/Equipment Repl	772,342	745,918	376,424	-	376,424
Capital Maintenance Program	772,342	745,918	376,424	-	376,424
Public Works					
Berm Repairs	927,000	397,296	529,704	-	529,704
Concrete Repairs	200,000	131,952	68,048	-	68,048
Sewer Assessment Fees	15,000	13,648	15,000	-	15,000
	1,142,000	542,896	612,752	-	612,752

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 19, 2025

Meeting Date: December 2, 2025

Subject: Budget Report for the Quarter Ending September 30, 2025

Recommendation:

Receive and file the Budget Report for the fiscal quarter ended September 30, 2025

Prior Review:

Discussion:

The attached report summarizes the Town's General Fund fiscal performance through the first quarter of the current fiscal year. As indicated in the report, the Town's fiscal performance for the first quarter is in line with the levels included in the FY2025-26 Budget.

At this time, the Town does not expect actual annual fiscal results to vary significantly from the financial plan incorporated in the Fiscal Year 2025-26 General Fund Budget. As trends become more fully developed in the year, there may be more than a minimal impact on the projected annual revenues, expenditures and fund balance.

Alternatives

None

Fiscal Impact:

The Town's first quarter results are currently generally aligned with the financial plan incorporated in the FY2025-26 Budget.

Attachments

1. Quarterly Budget Report for Quarter ending Sept 30 2025.



Town of Yucca Valley
Third Quarter Budget Report
Fiscal Year 2025-26

September 30, 2025

Town of Yucca Valley
General Fund Revenues and Expenditures
First Quarter Budget Report
September 30, 2025

	Current Year FY 2025-26			Prior Year FY 2024-25		
	Amended Budget	Revenue Year to Date	% of Budget	Amended Budget	Revenue Year to Date	% of Budget
REVENUES						
Property Tax	\$ 7,113,200	\$ 11,024	0.15%	\$ 7,004,625	\$ 9,985	0.14%
Sales and Use Tax	4,950,000	473,023	9.56%	4,600,000	481,548	10.47%
Franchise Revenue	1,447,900	56,727	3.92%	1,407,300	71,525	5.08%
Transient Occupancy Tax	3,950,000	523,757	13.26%	3,800,000	509,824	13.42%
Community Development	974,000	250,332	25.70%	944,000	364,816	38.65%
Interest Revenue	625,000	356,436	57.03%	1,050,000	547,824	52.17%
Animal Services	587,290	141,943	24.17%	557,335	134,521	24.14%
Administrative/Other	447,760	136,880	30.57%	533,860	225,722	42.28%
Community Services	189,000	46,846	24.79%	176,000	54,336	30.87%
Total Revenues	\$ 20,284,150	\$ 1,996,968	9.84%	\$ 20,073,120	\$ 2,400,101	11.96%
EXPENDITURES						
	Amended Budget	Expenditures Year to Date	% of Budget	Amended Budget	Expenditures Year to Date	% of Budget
Personnel Services	\$ 7,196,476	\$ 1,730,832	24.05%	\$ 6,787,447	\$ 1,572,495	23.17%
Contract Safety	6,146,000	1,401,384	22.80%	6,051,000	1,456,829	24.08%
Operating Supplies and Services	5,178,151	2,003,795	38.70%	5,526,923	1,978,372	35.80%
Partnerships	170,000	72,500	42.65%	165,000	72,500	43.94%
Capital Projects	183,388	18,113	9.88%	177,217	13,491	7.61%
Total Expenditures	\$ 18,874,015	\$ 5,226,624	27.69%	\$ 18,707,587	\$ 5,093,687	27.23%

Town of Yucca Valley
Third Quarter Budget Report
Fiscal Year 2025-26

Quarterly Financial Highlights

Revenues

- The first quarter property tax revenues of FY2024-25 increased from the prior fiscal year due to timing of Document Transfer Tax receipts received year-to-date.
- Sales and Use tax have decreased by 1.8% due to the reduction in sales activity, as identified by state-wide and local consumer spending trends.
- Franchise Fees revenues have decreased by \$14,798 due to timing of payments from the County from local franchise providers.
- Transient Occupancy Tax revenues have increased slightly year to date. High growth rates contributed to increased Short Term Vacation rental activity and permitted STVRs in the prior fiscal years, with return to level growth patterns in the current fiscal year.
- Interest revenues have decreased year to date by 53.7% due to revenues being drawn from the Chandler Investment program for various Town projects such as the Aquatic Center and Senior center renovations.
- Administrative revenues have decreased by \$88,841 due to the sale of surplus Town assets in the previous fiscal year.
- Community development revenues have decreased by 45% in comparison in the prior year due to decreased building and permit activity.
- Community Services revenues have decreased by 15% due to decreased recreation facility rentals and program revenues.

Expenditures

- Personnel service cost decreases can be accounted for due to temporary staff vacancies and lower annual pension costs due to the retiring of more Tier 1 employees.
- Annual General Fund Contract Safety expenditure increased in comparison to the prior fiscal year due to the timing of payments made in FY24-25.
- Operating Supplies and Services have increased slightly in comparison to the prior year due to higher utility service costs, increased professional service costs for expanded Town programs and services, and increased insurance costs.

Town of Yucca Valley
Third Quarter Budget Report
Fiscal Year 2025-26

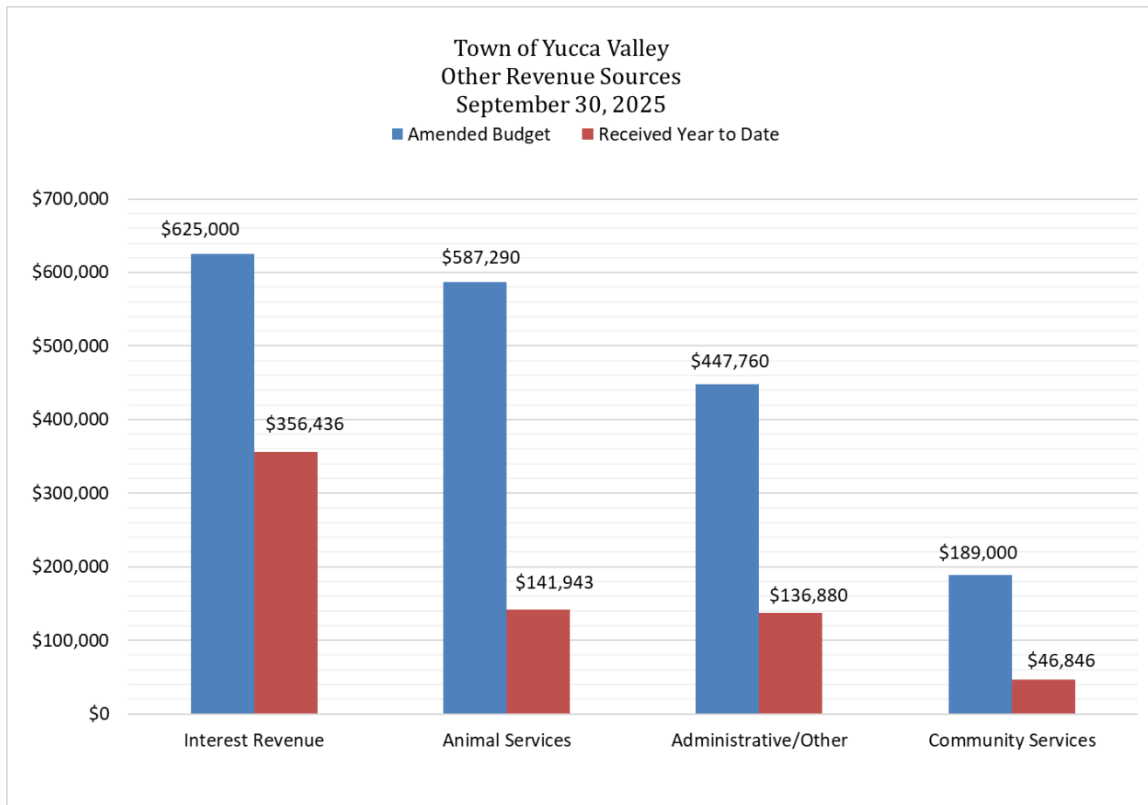
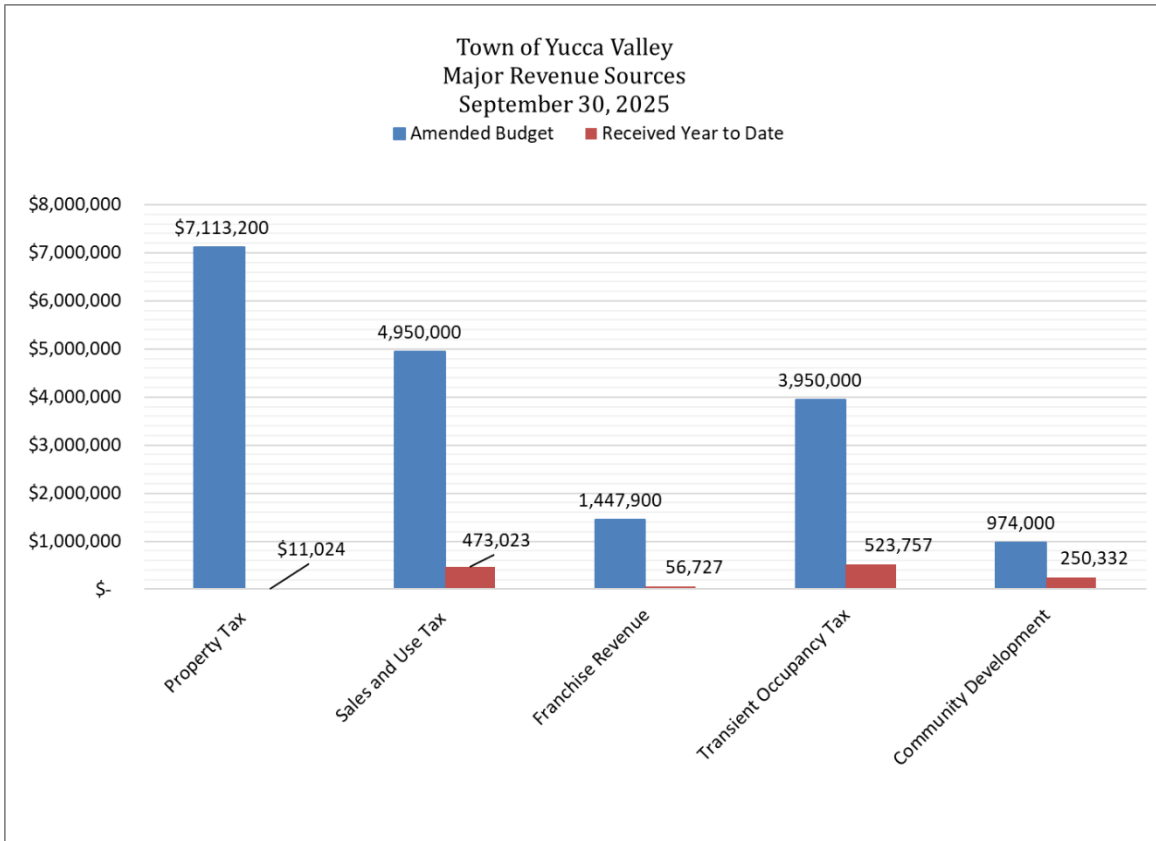
Upcoming Financial Events

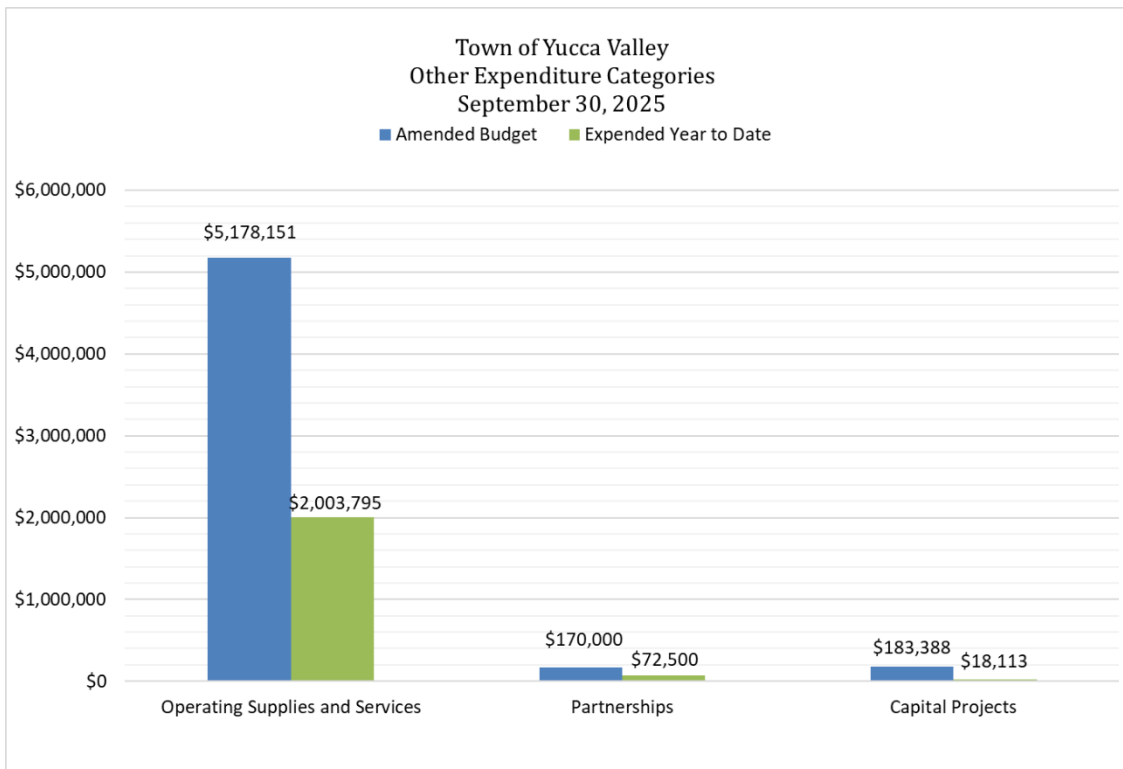
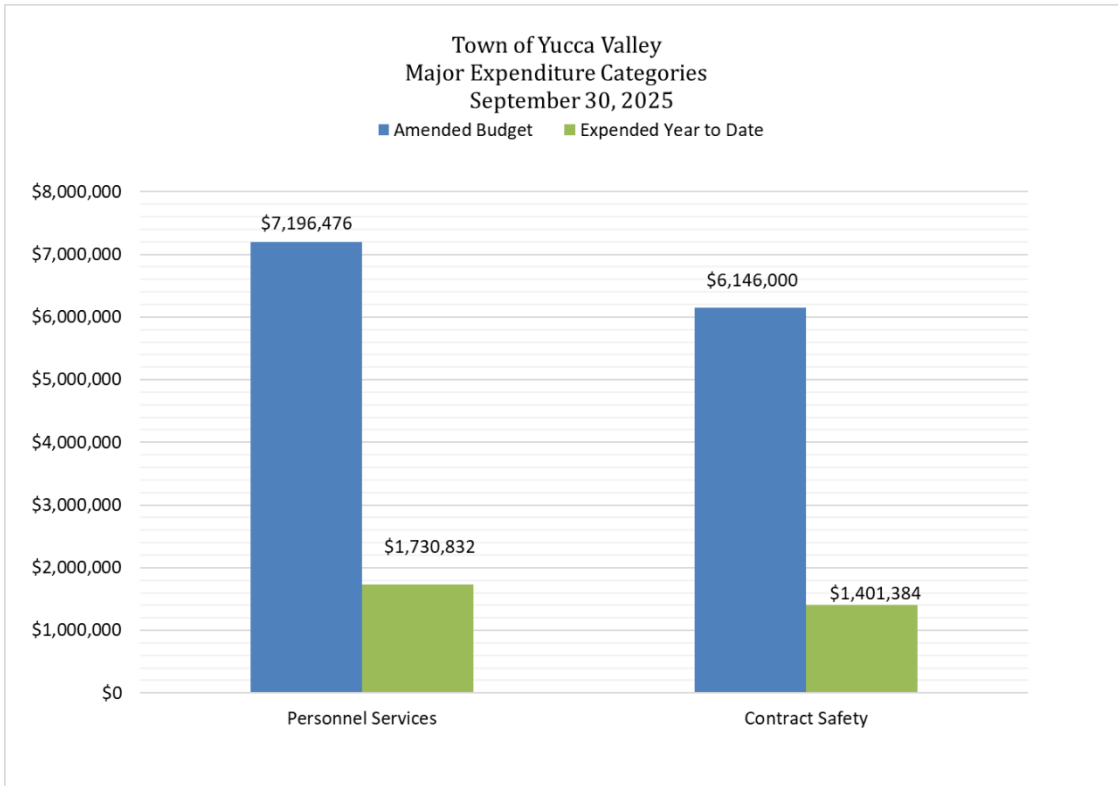
November 2025

- FY24-25 Audited Financial Statements

February 2026

- FY2026-2028 Budget Kick-Off
- FY 2025-26 Mid Year Budget Review





**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Alex Qishta, Public Works Director

Date: November 20, 2025

Meeting Date: December 2, 2025

Subject: Yucca Valley Aquatic and Recreation Center Project – Town Project 6009
GeoCon West Inc. Consultant Services Contract Amendment

Recommendation:

It is recommended that the Town Council approve Amendment No. 1 to the professional service agreement with GeoCon West Inc., increasing the contract amount from \$397,440.00 to \$522,440.00 and authorize the Mayor, Town Manager, and Town Attorney to sign all necessary documents.

Prior Review:

On December 4, 2018, the Town Council authorized the release of the Request for Proposals for the Aquatics and Recreation Center Design Concept and Feasibility Study.

On March 19, 2019, the Town Council awarded the professional services contract to LPA, Inc., for the preparation of the Town's Aquatics & Recreation Center Needs Assessment, Feasibility Study, Site Analysis, and Concept Design in the amount of \$202,950.00 and authorized a contingency in the amount of \$16,800.00, for a total of \$219,750.00.

On June 18, 2019, the Town Council approved the request to form a Prop 68 Aquatics and Recreation Project Citizen Advisory Group to assist staff and the Town Council with many of the decision points on the aquatics center project.

On July 23, 2019, and August 20, 2019, the Town Council appointed five community members, each nominated by one Town Council member, one Planning Commissioner, one Parks, Recreation, and Cultural Commissioner, and two Youth Commissioners to serve on the Aquatics and Recreation Project Citizen Advisory Group.

On December 17, 2019, the Town Council received and filed the Citizen Advisory Group's Prop 68 Aquatics & Recreation Center Report and relieved the Prop 68 Project Citizen Advisory Group of their duties.

On March 31, 2020, the Town Council approved the Design Concept 6 for the Prop 68 Aquatics & Recreation Center Project and directed staff to move forward with the creation of an application for Phase 1b and Phase 2 of the Project for submission to the state under the Statewide Park Program - Desert Community Program. The Town Council directed staff to move forward with the CEQA process for both Brehm Park sites.

On August 19, 2020, the Town Council:

1. Found that it would be uneconomical to follow purchasing procedures since the supplies are available through an existing multiple government cooperative contract. Public agencies, including the State, previously completed the bidding process; therefore, the public welfare would be promoted by dispensing with the purchasing procedures as allowed in the Town's Purchasing Policy;
2. Approved the procurement of furniture and equipment from Systems Source in the amount of \$659,876.46 with a contingency of \$65,000.00 for any incidental expenses or tariffs ; and
3. Authorized the Town Manager or designee to execute all documents for the purchase.

On March 2, 2021, the Town Council authorized the release of the Request for Qualifications/Proposals (RFQ/P) for project management services for the Yucca Valley Aquatic and Recreation Center Project.

On April 20, 2021, the Town Council rejected the bids for Project Management Services for the Yucca Valley Aquatic and Recreation Center Project and adopted the Resolution, authorizing staff to re-release the Request for Qualifications/Proposals for the Project Management Services for the Yucca Valley Aquatic and Recreation Center Project.

On June 22, 2021, the Town Council awarded the contract for Project Management Services to the Dahlin Group in the amount of \$628,500.00.

On October 14, 2021, Town Council approved site and programming recommendations and authorized the approval to release the Request for Qualifications/Proposals for the Architectural and Engineering Services for the Yucca Valley Aquatic and Recreation Center.

On January 18, 2022, the Town Council approved a design professional services agreement for Architectural and Engineering Design Consultant Services for the Yucca Valley Aquatics and Recreation Center project and awarded the design professional services agreement to HMC Architects in the amount not to exceed \$1,901,421.00, authorizing the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete this project.

On December 20, 2022, the Town and the contractor signed AMENDMENT 1 to the agreement that increased the maximum compensation amount by \$181,200.00 from \$1,901,421.00 to \$2,082,621.00 for additional design services for PV System Design.

On January 23, 2023, the Town released a Request For Qualification/Proposals for the Yucca Valley Aquatic and Recreation Center - Construction Management Services.

On March 21, 2023, the Town Council approved a professional services agreement with SAFEWORKCM for Construction Management Services for the Yucca Valley Aquatic and Recreation Center Project.

On May 16, 2023, the Town Council authorized the release of the Request For Pre-Qualifications of Contractor.

On August 15, 2023, the Town Council authorized the release of the Request For Proposal for Yucca Valley Aquatic and Recreation Center Project Inspection Services.

On November 7, 2023, the Town Council awarded a professional services agreement for Yucca Valley Aquatic and Recreation Center Project to Geocon West, Inc., in the amount not to exceed \$397,440.00, authorizing the Town Manager, Town Attorney, and Mayor to sign the Town's standard professional services agreement and related documents for these services.

On November 21, 2023, the Town Council rejected the construction bid for the Yucca Valley Aquatic and Recreation Center Project, Town Project No. 6009, and adopted the Resolution that authorized the Town Clerk to re-advertise and receive bids.

On May 7, 2024, the Town Council:

- Approved the award of a construction contract with Robert Clapper Construction Services, Inc., in the Base Bid amount of \$38,597,000.00 to construct the Yucca Valley Aquatic and Recreation Center Project;
- Authorized construction and construction contingencies in the total amount of \$41,000,000.00, to include \$1,447,000.00 contingency and \$956,000.00 for Alternative Bid #2;
- Adopted Resolution No. 24-13 Approving Addendum No. 3 to the previously adopted Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Brehm Youth Sport Park Project; and
- Authorized the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorized the Town Manager or designee to expend contingency funds, if necessary, for project completion.

On July 16, 2024, the Town Council amended the budget:

- Approving an increase in the amount of \$211,947.00 to SAFEWORKCM;
- Approving an increase in the amount of \$18,500.00 for Dahlin Group; and
- Approving an increase in the amount of \$131,200.00 to HMC Architects.

On January 21, 2025, the Town Council approved a proposal submitted by AVI to provide audio

and video technology for the project in the amount of \$599,958.35.

Discussion:

Due to the increase in the project duration (from 14 weeks to 20 weeks) and the additional inspection services needed to complete the project, some additional costs will be incurred as follows:

Geocon West, Inc:

Original Contract Amount	\$397,440.00
Changes to Construction Duration	\$125,000.00
Total	\$522,440.00

Alternatives

None

Fiscal Impact:

The FY2025-2026 Special Revenue Fund 572 Amended Budget currently has sufficient project contingency funds appropriated to cover the proposed contract increase. A budget adjustment to appropriate all necessary additional funds from Town reserves will be forthcoming as the full cost impact is identified for the project's time extension.

Attachments

1. Amendment #1-Geocon Agreement
2. GeoCon Fully Executed

AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 7, 2023
BY AND BETWEEN TOWN OF YUCCA VALLEY AND GEOCON WEST, INC. FOR
INSPECTION SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION CENTER
PROJECT

This amendment (hereinafter referred to as the "AMENDMENT") to an agreement (hereinafter "AGREEMENT") is made and entered into this 2nd day of December, 2025, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Geocon West, Inc., (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for inspection services.

RECITALS

- A. On November 7, 2023, the TOWN and the CONTRACTOR entered into an AGREEMENT for inspection services in the amount of \$397,440.00 for the term of until project completed.
- B. Due to extended construction period for the Yucca Valley Aquatic and Recreation Center Project and the extension of the project construction from 14 months to 20 months an increase of \$125,000.00 is warranted.

TERMS

- 1. Section 2 Compensation, subsection 2.1 of the original AGREEMENT is hereby amended to read as follows:
 - 2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as **Exhibit "F"** and incorporated herein by this reference, but not exceeding the maximum contract amount of **Three Hundred Ninety Seven Thousand Four Hundred and Forty Dollars (\$397,440.00) for Inspection Services** ("Contract Sum"), for FY2024/25, unless additional compensation is approved pursuant to Section 2.3.

This Amendment provides for a \$125,000.00 increase to the contract amount for FY2024/25 from \$ 397,440.00 to \$ 522,440.00.

Except as amended by this Amendment 1, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED NOVEMBER 7, 2023
BY AND BETWEEN TOWN OF YUCCA VALLEY AND GEOCON WEST, INC. FOR
INSPECTION SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION CENTER
PROJECT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the date first herein above written.

Town of Yucca Valley

Geocon West, Inc.

By: _____
Curtis Yakimow, Town Manager

By: _____

ATTEST:

Lesley Copeland, Town Clerk

EXHIBIT "F"

**SCHEDULE OF COMPENSATION
YUCCA VALLEY AQUATIC AND RECREATION CENTER INSPECTION SERVICES**

TOTAL CONTRACT AMOUNT \$397,440.00 NOT TO EXCEED

CONTRACT TERM 11/7/2023 THROUGH Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2024/25	\$ 397,440.00	
2024/25	\$ 125,000.00	Amendment 1

AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

GEOCON WEST, INC.

**AGREEMENT FOR SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
GEOCON WEST, INC.**

THIS AGREEMENT FOR SERVICES (herein“ Agreement”) is made and entered into this 7th day of November 2023 by and between the Town of Yucca Valley, a general law city (“Town”) and Geocon West, Inc. (“Consultant”). Town and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”).

RECITALS

A. Town has sought, by Request For Proposal the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town’s Municipal Code, Town has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Town of such fact and shall not proceed except at Town's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern. In the event of a conflict between the provisions of any other Exhibits and any provisions of this Agreement, the provisions of this Agreement shall govern.

2.0 Prevailing Wage.

It is the understanding of the Town and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Ninety Seven Thousand Four Hundred and Forty Dollars (\$397,440.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services ~~less contract retention~~; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) ~~contract retention is maintained~~, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Finance Manager. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant

which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics or pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Lisa Battiato</u> (Name)	<u>Senior Geologist / Regional Manager</u> (Title)
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<u>Harry Derkalousdian</u> (Name)	<u>Senior Project Engineer</u> (Title)
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<u>Andrew Shoashekan</u> (Name)	<u>Project Engineer</u> (Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for Town to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Town. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Town of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from Town of such desire of Town, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise

expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Town. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Consultant shall have no authority to bind Town in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town.

(b) Consultant shall perform all Services as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to an concern the result of Consultant's provision of service and not the means, methods, or scheduling of the Consultant's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such benefits, privileges or rights.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. To the extent set forth herein, Consultant shall also require of the subconsultants to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. The Town shall be named additional insured.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. With respect to any subconsultants hired by Consultant, only those subconsultants who provide design professional and/or consulting services shall be required to carry and maintain Professional Liability insurance with minimum limits of \$1,000,000. This coverage may be written on a “claims made” basis, ~~and must include coverage for contractual liability~~. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

(e) Consultant shall provide to the Town an endorsement that the workers’ compensation insurer waives all rights of subrogation against the Town and its officials, officers, employees and volunteers.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(g) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(h) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers shall be named additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any General Liability or Automobile Liability claims related to this contract, the Consultant’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any General Liability or Automobile Liability insurance or self-insurance maintained by the Town,

its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds \$150,000.00, it must be approved in advance by the Town. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

Except for Professional Liability insurance, the policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Except for Professional Liability insurance, Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer. Notwithstanding the foregoing with respect to Professional Liability insurance, waiver of subrogation coverage may be provided as required by written contract per policy form in lieu of a formal, separate endorsement page.

The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and to the extent set forth herein and such certificates and endorsements shall be provided to Town.

5.3 Indemnification.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, and employees ~~and agents~~ ("Indemnified Parties") from and against ~~any and all~~ liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs ~~of any kind, whether actual, alleged or threatened~~, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) ~~arise out of, are a consequence of, or are in any way attributable to~~ to the extent caused by, in whole or in part, any negligent or wrongful act, error or omission of Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, ~~agents~~, employees or sub-contractors of Consultant, in the performance of professional services under this Agreement. Pursuant to Civil Code section 2782.8, in no event shall the cost to defend charged to Consultants proportionate share of fault.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town, and any and all of its employees, and officials ~~and agents~~ from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs ~~of any kind, whether actual, alleged or threatened~~, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of Town to monitor compliance with these requirements imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) Town's Negligence. The provisions of this section do not apply to claims occurring as a result of Town's ~~sole~~ negligence. The provisions of this section shall not release Town from liability arising from ~~gross~~ negligence or willful acts or omissions of Town or any and all of its officials, employees and agents.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager

of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to Town, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents; Exceptions; ~~Warranty.~~

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant (collectively, "Documents") under this Agreement are Town's property. Consultant may retain copies of such Documents as desired but will deliver all original materials to Town upon Town's written notice. Town agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at Town's own risk. Consultant ~~warrants~~ represents that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not

constitute an original work, i.e., submitting Documents generated by such AI tools to Town and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, Town specifically rejects ownership of such Documents. Consultant is required to indemnify and defend Town to the fullest extent allowed by applicable law should it violate this Section.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the Town's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

All Final Work Product developed by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of Town and may be used, reused or otherwise disposed of by Town without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Town all such Final Work Product if paid for by the Town. This provision specifically excludes Consultants' work notes and drafts, which are owned by Consultant, not Town.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Town notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then Town

shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino County.

7.2 Disputes: Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the Town shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Consultant's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which

shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the Town need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, gender, religion, marital status, national origin, gender identity, veteran status, disability, medical condition, pregnancy, childbirth and related medical conditions, military service, genetic information or testing, sexual orientation, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, California 92284 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Town. The Contract Officer shall have the authority to approve any amendment to this Agreement that includes additional work, time to perform, or an increase in the Contract Sum in accordance with Section 1.8 of this Agreement. The Town's Contract Officer may, but is not required to, make additional minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Contract Officer to execute any such amendments as required by this Agreement or that do not otherwise reduce Town's rights under this Agreement. All other amendments shall be approved by the Town Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

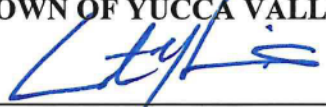
9.6 Authority to Execute.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN OF YUCCA VALLEY:


Curtis Yakimow, Town Manager

ATTEST:


Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

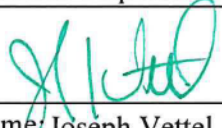
Thomas D. Jex, Town Attorney

CONSULTANT:

Geocon West, Inc.,

a California corporation

By:


Name: Joseph Vettel
Title: Chief Executive Officer

By:


Name: William Lydon
Title: Chief Financial Officer

Address: 2015 West Park Avenue, Suite 1
Redlands, CA 92373

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN OF YUCCA VALLEY:

Curtis Yakimow, Town Manager

ATTEST:

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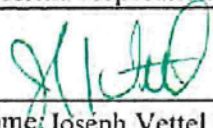


Thomas D. Jex, Town Attorney

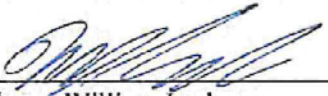
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO)

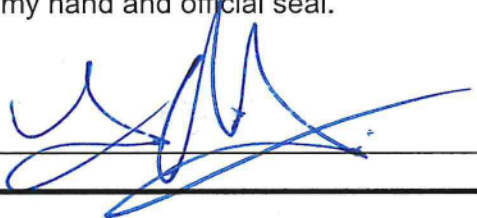
On NOVEMBER 9, 2023 before me, LISA JO DUNCAN
(insert name and title of the officer)

personally appeared WILLIAM LYDON & JOSEPH VETTEL,
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)

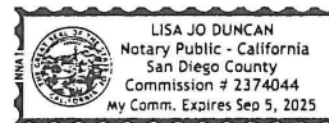


EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. Geotechnical Testing
 - B. Special Inspection
 - C. Material Testing
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
 - A. Geotechnical Testing Reports
 - B. Special Inspection Reports
 - C. Material Testing Reports
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town appraised of the status of performance by delivering the following status reports:**
 - A. As they become available
 - B.
 - C.
- IV. All work product is subject to review and acceptance by the Town, and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	<u>Per Fee Proposal</u>	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed \$397,440.00 as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**



2023 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	\$95/hr
Engineering Assistant/Lab Technician.....	95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill).....	*85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles).....	*110/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*125/hr
Staff Engineer/Geologist.....	*125/hr
Senior Staff Engineer/Geologist	*135/hr
Project Engineer/Geologist	*145/hr
Senior Project Engineer/Geologist.....	*155/hr
Senior Engineer/Geologist.....	*175/hr
Associate Engineer/Geologist	*200/hr
Principal Engineer/Geologist/Litigation Support.....	400/hr
Attorney Fees (General).....	500/hr
Deposition or Court Appearance.....	550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out).....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)	
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)	
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)	

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$50/hr

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$300/day
Vehicle Mileage	0.75/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment.....	\$10/hr	55-Gallon Drum	120/ea
Vehicle.....	10/hr	Visqueen (6 mil 20X100').....	135/roll
Special Inspection Equipment	5/hr	Traffic Cones/Barricades	35/day
Asphalt Cold Patch/Concrete	30/bag	TPHg(EPA 8015B)	70/ea
Double Ring Infiltrometer Equipment	200/day	TPHd/TPHmo.....	(EPA 8015M) 75/ea
GPS Unit.....	160/day	TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Pick-up Truck	150/day	Methanol and/or Ethanol (EPA 8015M)	125/ea
Water Buffalo.....	75/day	Volatile Organic Compounds	(EPA 8260B) 125/ea
Dynamic Cone Penetrometer	400/day	Semi-Volatile Organic Compounds.....	(EPA 8270) 225/ea
Hand-Auger	50/day	PAHs (EPA 8270SIM)	185/ea
Distilled Water (5-gallon)	20/ea	CAM 17 Metals (EPA 6010B)	170/ea
Bailer (Reusable)	35/day	Single Metal	(EPA 6010B) 30/ea
Bailer (Disposable)	15/ea	Hexavalent Chrome (EPA 7199)	75/ea
Stainless Sampling Pump	\$150/day	Organochlorine Pesticides (EPA 8081)	110/ea
Battery-Powered Pump	75/day	Organophosphorus Pesticides (EPA 8141)	125/ea
Water Level Indicator	40/day	Chlorinated Herbicides (EPA 8151)	125/ea
Interface Probe	125/day	PCBs (EPA 8082)	95/ea
Photo-Ionization Meter	150/day	Soil pH (EPA 9045C).....	20/ea
Combustible Gas Meter	150/day	WET or TCLP Extraction	85/ea
pH/Conductivity/Temperature Meter	150/day	EPA 5035 Sample Kits	40/ea
Turbidity Meter	80/day	Asbestos (PLM)	25/ea
Air Sampling Pump	80/day	Asbestos (400-point count).....	50/ea
Level D PPE/Decon Rinse Equipment	50/day	Sample Compositing	20/composite
Concrete Coring Equipment	285/day	48-hour Turnaround Time	60% surcharge
Generator or Air Compressor	150/day	72-hour Turnaround Time	40% surcharge

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold.....	\$300/ea
(D698/D1557/T99/T108) 6-inch mold.....	300/ea
(CT 216) California Impact	300/ea
Check Point.....	125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ...	200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.)	75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3)	350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.)	125/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value	\$350/ea
(D2844/CT301) Resistance Value, Treated	350/ea
(D1883) California Bearing Ratio	600/ea
(C977) Stabilization Ability of Lime	185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers)	600/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity.....	\$175/ea
(D4972/T289) pH Only	75/ea
(CT417) Sulfate Content.....	125/ea
(CT422) Chloride Content.....	125/ea
(D2974) Organic Content	100/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall.....	\$270/ea
(D5856) Permeability, Rigid Wall.....	260/ea
(D2434) Permeability, Constant Head	280/ea
(D2434) Permeability, FHA Slab-on-Grade	110/ea
(D2434) Permeability, Hourly	55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload)	\$400/ea
(D2435/T216) Consolidation Additional Point w/ Unload...	\$90/ea
(D4546) Swell/Compression Testing & Density	125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.)	85/ea
(D4546) Swell/Settlement Testing & Density (County).....	100/ea
(D4546) Swell/Settlement Testing & Density (FHA)	90/ea
(D4829) Expansion Index of Soils.....	250/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation	
#11 Bar & Smaller	\$100/ea
#14 Bar	\$125/ea
#18 Bar (Proof Test)	\$150/ea

(A370) Bend Test

#11 Bar & Smaller	\$50/ea
#14 & #18 Bar	\$75/ea

(A370) Tensile - Mechanically Spliced Bar

#11 Bar & Smaller	\$175/ea
#14 Bar & Larger.....	\$225/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control 175/ea

(A370) Straightening of bar (if required)..... 50/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen	Cost + 20%
(A370) Tensile Strength & Elongation	
Up to 200,000 lbs.....	\$125/ea
200,000 – 300,000 lbs.....	150/ea
300,000 – 400,000 lbs.....	175/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire	\$175/ea
(A416) Tensile Strength, 7-Wire Strand.....	\$200/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve.....	\$250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash	175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash.....	150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash....	125/ea
(C117/D1140/T11) Materials Finer than #200.....	115/ea
(D2216/T265/CT226) Moisture Content.....	40/ea
(D2487/D2488) Visual Soil Classification.....	40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method.....	50/ea
(D4943) Shrinkage Factors of Soils, Wax Method	75/ea
(C131/C535/CT211) L.A. Abrasion Resistance.....	\$250/ea
(C142/T112) Clay Lumps and Friable Particles.....	155/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles	250/ea
(D3744/CT229/T210) Durability Index Fine	200/ea
(D3744/CT229/T210) Durability Index Coarse	200/ea
(CT227) Cleaness Value	200/ea
(D4791) Flat & Elongated Particles	175/ea
(D693/CT205) Percent Crushed Particles	200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate..	200/ea
(C40/CT213/T21) Organic Impurities.....	100/ea
(C235) Soft Hardness (Scratch Hardness)	125/ea
(C88/CT214/T104) Sulfate Soundness	500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate...	175/ea
(C127/CT206/T85) Coarse Specific Gravity.....	150/ea
(C128/CT207/T84) Fine Specific Gravity.....	175/ea
(D854/CT209/T100) Specific Gravity of Soil.....	200/ea
(C29/CT212/T19) Unit Weight & Percent Voids.....	125/ea
(D2419/CT217/T176) Sand Equivalent	150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit)	250/ea
(D4318/CT204/T89) Liquid Limit	125/ea
(D4318/CT204/T90) Plastic Limit	125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete... Quote	

SHEAR STRENGTH

(D2166) Unconfined Compression	\$100/ea
(D3080/T236) Direct Shear (3 points)	350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass	\$125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....	115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged.....	160/ea
(D4767) Consolidated-Undrained Triaxial Shear.....	265/ea
(D4767) Consolidated-Undrained Triaxial Staged.....	340/ea
(EM1110) Consolidated-Drained Triaxial Shear	375/ea
(EM1110) Consolidated-Drained Triaxial Staged.....	480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption.....	\$350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen)	125/ea
(C140) Compression Test	300/ea
(C140) Compression Test (ea. addtl. specimen)	125/ea
(C426) Linear Drying Shrinkage.....	350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4")	30/ea
(C942) Grout Prism (3"x3"x6"), trimming included.....	35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16"	\$200/ea
(C1314) 8"x16"x16" – 10"x12"x16"	225/ea
(C1314) 12"x12"x16" – 12"x16"x16"	250/ea
(C1314) Larger than 12"x16"x16"	Quote

LABORATORY TESTS* (CONTINUED)

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts	\$100/ea
(A563) Proof Load Test on Nuts	\$100/ea
(A325/A490) Hardness Test on Bolts	\$50/ea
(A536) Hardness Test on Nuts	\$50/ea
(F436) Hardness Test on Washers	\$50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination	Quote
Machining & Prep of Test Specimen	Cost + 20%
(E381) Macro Tech Test (3 Faces)	\$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA	\$100/ea
(D1560/CT366) Stabilometer Value (HVEEM)	\$225/ea
(D2041) Theoretical Max Specific Gravity	\$200/ea
(D5444) Sieve Analysis of Extracted Asphalt	\$250/ea
(D6307/CT382) Percent Asphalt, Ignition Method	\$175/ea
(D1188) Unit Weight of Asphalt Core	\$95/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under	\$250/ea
101 Tons – 200 Tons	350/ea

Use of Universal Testing Machine:

UTM with One Operator	\$400/ea
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness ...	\$125/ea
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Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water	\$250/set
(C67) 5-Hour Absorption, Boiling Water	\$250/set
(C67) Compression Test or Modulus of Rupture	\$300/set
(C67) Each Additional Specimen	\$100/ea

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design	\$450/ea
(ACI211/ACI214) Review of Concrete Mix Design	\$450/ea
(C192) Concrete Trial Mix (includes equipment & labor) ..	\$650/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl.	\$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core...	\$60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam..	125/ea
(C174) Length Measuring of Drilled Cores	\$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3)	\$350/set
(C1140) Shotcrete Panel (each addtl. specimen)	\$125/ea
(C496) Static Modulus of Elasticity	\$250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days)	\$650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete.	95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor	50/ea
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***2X Surcharge on rush turn-around for laboratory testing.**

****Fee applies for sample storage, testing, or disposal.**

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$5,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
- Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$10,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.**
- II. Consultant shall deliver the following tangible work products to the Town by the following dates.**
 - A. As information become available.**
 - B.**
 - C.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Lesley Copeland, Town Clerk

Date: November 20, 2025

Meeting Date: December 2, 2025

Subject: Town Council Meeting Calendar 2026

Recommendation:

Receive and file the Town Council Meeting Calendar through January 2027.

Prior Review:

Discussion:

Alternatives

None recommended.

Fiscal Impact:

None.

Attachments

1. Town Council Meeting Schedule 2026

2026 Yucca Valley Town Council Meeting Calendar

2026

January 6 (DARK)	July 7
January 20	July 21
February 3	August 4
February 17	August 18
March 3	September 1
March 17	September 15
April 7	October 6
April 21	October 20
May 5	November 3
May 19	November 17
June 2	December 1
June 16	December 15

2027

January 5 (DARK)
January 19

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 21, 2025

Meeting Date: December 2, 2025

Subject: Certificate of Achievement for Excellence in Financial Reporting

Recommendation:

Receive and file the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended June 30, 2024.

Prior Review:

Discussion:

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town of Yucca Valley for its Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024. This is the twentieth consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for having earned the Certificate. The AFRA was awarded to the Finance Department at the Town of Yucca Valley. This award is a reflection of the Town Council's continuous commitment to fiscal transparency and reporting.

Alternatives

Fiscal Impact:

While there is no direct fiscal impact, receiving the Certificate of Achievement for Excellence in Financial Reporting is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the Town's financial policies and practices.

Attachments

1. 1 - Result Letter - Awarded
2. 5 - Certificate



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

6/10/2025

Jordan Gumbish
Finance Manager
Town of Yucca Valley, California

Dear Jordan:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2024 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2025 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Yucca Valley
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morill

Executive Director/CEO

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 23, 2025

Meeting Date: December 2, 2025

Subject: Annual Comprehensive Financial Report

Recommendation:

Receive and file the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025.

Prior Review:

At the Council meeting on February 2, 2015, Council ratified the audit contract between the Town of Yucca Valley and Rogers, Anderson, Malody & Scott, LLP concerning audit services and extended the audit contract for the three year period, beginning with the fiscal year 2017-18 through fiscal year 2019-20. The contract was again amended in 2020 and 2023 to extend the contract through fiscal year 2025-26.

Discussion:

State and local legislation require the Town to have an audit of its annual financial statements. The 2024-25 fiscal year audit was conducted by Rogers, Anderson, Malody and Scott, LLP, a firm of independent CPAs appointed by and reporting to the Town Council. The purpose of the audit is to state an opinion with regard to the accuracy of the Town's financial statements and results of operations. Additionally, if the Town participates in major federal programs with expenditures in excess of \$750,000, the Town is required to complete the Single Audit Report on Federal Award Programs, pursuant to federal guidelines identified in U.S. Office of Management and Budget (OMB) Circular A-133. The Town is not required to complete a Single Audit Report for the 2024-25 fiscal year. A representative of Rogers, Anderson, Malody and Scott, LLP, is presenting the FY 2024-25 audit report, including a brief summary of the audit process and related findings, and will be available to answer any questions. A copy of the complete annual financial report is available at the Town Clerk's office and the Town's website.

After completing their audit of the Town's records, Rogers, Anderson, Malody and Scott, LLP has issued the opinion that the Town's financial statements:

“..present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.”

This represents an unqualified audit opinion and is a result of Council’s sound fiscal policies, procedures, and financial management at the Town of Yucca Valley. Town staff will once again submit the current annual report for consideration in the Government Finance Officers Association financial reporting award program. The Town has received the Association’s award for the past twenty years, with the fiscal year 2023-2024 award received this year.

Alternatives

Fiscal Impact:

While there is no direct fiscal impact, receiving an unqualified audit opinion and reporting award is an indicator to external parties such as bond underwriters, granting agencies, and vendors of the Town’s financial policies and practices.

Attachments

None

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 23, 2025

Meeting Date: December 2, 2025

Subject: Community Development Block Grant (CDBG) Prioritization Hearing

Recommendation:

It is recommended that the Town Council:

1. Allocate the entire final Town's FY2026-27 CDBG allocation to the following eligible Town Project, in accordance with Town's historical project funding allocations.
2. Direct staff to invite non-funded organizations to apply for General Fund or Measure Y Fund Partnership consideration as part of the FY2026-27 budget process.

Prior Review:

Discussion:

Through a cooperation agreement with San Bernardino County, the Town of Yucca Valley participates with the County's Community Development and Housing (CDH) department in the administration of Community Development Block Grant funding. Through this agreement, the Town Council is asked each year to review and prioritize eligible projects and proposals, and to forward a funding recommendation to the Board of Supervisors. Applicants submit project and program proposals in November and December of each year requesting funding under the following fiscal year's allocation. The application period was publicized locally and proposals were submitted directly to the CDH office. Any agency is entitled to apply for funding if the proposal fits the public benefit criteria established by the Department of Housing and Urban Development (HUD) in the Code of Federal Regulations. The most typical criterion for CDBG funding is the proposal's benefit to low - moderate income residents. Other factors that favorably influence eligibility include compliance with Americans with Disabilities Act (ADA) standards and certain economic development activities. The CDBG program is intended to provide funding for the completion of a beneficial project, or to provide funds for new programs or measurable improvements to existing programs.

The Town's current allocation for the 2025-26 funding cycle is anticipated to be around \$120,000. Attached for the Council's review is a recent history of CDBG funding allocations. A maximum of four (4) projects can be designated from the current year's funding. There is no limitation on the amount of funding for Public Service Programs. However, the Council has opted in recent years to assist certain agencies from the General Fund's partnership budget instead.

Beginning in FY2015-16, a methodology change was implemented regarding the allocation of funds to provide more flexibility to cities. There are no longer minimum project funding thresholds. However, the 15% Public Service Cap still applies to cities and towns that receive \$150,000 or more in CDBG allocation. The total allowable number of newly funded projects is based on the percentage of each City's formula share of the CDBG allocation and the maximum number allowed for newly funded construction projects is based on the Town's CDBG Administrative Cap. Because the Town's allocation is less than \$150,000, the Public Service Cap does not apply in FY2026-27, but the Town may only fund up to four projects. In addition, all CDBG funded construction projects require a Maintenance and Operation (M&O) Commitment and an Estimated Annual Maintenance and Operation Budget. Town-funded construction and acquisition activities for third-party-owned facilities (i.e. nonprofit-owned facilities) require an M&O Commitment of 5 years for projects funded for less than \$25,000 and 10 years for amounts of \$25,000 or more. Because third party projects are higher risk investments due to the entity's ability to meet the M&O covenants, should the Town wish to fund a construction or acquisition project for a third-party owned facility, the Town must agree to enter into a Town General Fund Guarantee to ensure that the Town will repay the HUD CDBG program administered by the County should the project not satisfy the M&O requirements.

Project Applications

Due to the timing of the County's application and review process, the list of eligible approved projects is scheduled for release to the participating cities on December 1st. A copy of this list will be provided to the public and Council for review during the scheduled public hearing for full consideration before final recommendation. Below is the description of the application submitted by the Town for the recommended project for funding. It has been the Council's policy in prior years to utilize CDBG for the Town's project and forward the remaining non-profit organization's applications to the Measure Y Fund's Partnership Program funding process, which is scheduled to open in February 2026.

Town of Yucca Valley - Brehm Park II Turf & Irrigation Project

The staff recommendation is to provide resources needed for construction and improvements to the Town's Brehm Park II for turf and irrigation repairs. The recommended action would allocate one year of CDBG funding toward the facility for removal, replacement of the current topsoil, replacement of the current irrigation system and installation of an improved water-efficient system with new topsoil and grass. The improvements to these fields will ensure long-term safe and efficient fields to provide for the health and social service of local residents.

Alternatives

Direct staff to allocate funding in a different manner.

Fiscal Impact:

The total 2026-27 CDBG allocation will be announced after the preparation of this report, but average funding cycles range from \$120,000 - \$130,000 each year. These funds become available to the Town after July 1, 2026, following federal and county approval and environmental review.

Attachments

1. CDBG Allocation History FY 2011-2025

Town of Yucca Valley

CDBG Allocations Recent Project History

Fiscal Year	Project	Allocation	Notes
2010 - 2011	Community Center Playground	188,033	1
2011 - 2012	Targeted Code Enforcement	167,405	
2012 - 2013	Community Center Playground	104,603	1
2013 - 2014	Targeted Code Enforcement	116,443	2
2014 - 2015	Jacobs Park Playground	50,000	
2014 - 2015	Targeted Code Enforcement	69,995	
2015 - 2016	Paradise Park Renovation	78,531	3
2015 - 2016	Targeted Code Enforcement	35,000	3
2016 - 2017	Paradise Park Renovation	126,460	
2017 - 2018	Paradise Park Renovation	86,413	3
2017 - 2018	Targeted Code Enforcement	35,000	3
2018 - 2019	Paradise Park Renovation	113,591	3
2018 - 2019	Targeted Code Enforcement	5,000	3
2019 - 2020	North Park Access	122,261	
2020 - 2021	North Park Access	125,131	
2021 - 2022	North Park Access	127,260	4
2022 - 2023	North Park Access	146,300	4
2023 - 2024	Senior Center Improvements	133,831	5
2024 - 2025	Senior Center Improvements	131,265	
2025-2026	Senior Center Improvements	133,733	

Notes

- 1). Community Center Playground project originally included a Splash Pad element as well as other significant Community Center Playground modifications. Due to budgetary limitations, the scope was reduced to align with resources available. Remaining resources were transitioned to similar improvements at the Town's Paradise Park Facility.
To accomplish this project, a three-year allocation of CDBG funding was necessary.
- 2). Last full year of targeted Code Enforcement Project.
- 3). Paradise Park Renovations were complete in FY2018-19. Remaining resources are requested to be transitioned to North Park Access improvements.
- 4) To accommodate the final project costs for the North Park Access improvements, the 21-22 and 22-23 CDBG allocation was transferred from the TVLL project to the North Park Access
- 5) The 23-24 funding cycle originally allocated funds to the Tri Valley Little League improvements. Due to the expedited timing of the project these funds were transferred to the Senior Center Improvement project.

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Lesley Copeland, Town Clerk

Date: November 20, 2025

Meeting Date: December 2, 2025

Subject: Town Council Public Agency Board / Committee Liaison Assignments

Recommendation:

- Review and select representatives for the various public agency boards and direct the Town Clerk to notify the agencies of any changes in representation.
- Review the current list of committee assignments and make changes as needed.

Prior Review:

None for this item.

Discussion:

The Town of Yucca Valley has representation from Council Members on a variety of local and regional committees, including a Legislative Team who periodically visits Sacramento and/ or Washington D. C. to discuss issues with our state and federal representatives. The Mayor

is the legislative delegate to the League of California Cities (LOCC) annual business meeting. Under separate action, a voting delegate and alternate will be confirmed prior to the annual meeting.

The Council may, as the need arises, authorize the appointment of " ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council. The Town Council periodically reviews the appointments to such boards and committees.

According to Section 6. 4 of the Council' s Manual of Procedural Guidelines, " Except as otherwise

required by law or by the policies of non- Town organizations, the Mayor shall nominate all

such

appointments of Town representatives on non- Town organizations, and the appointment shall be by a majority vote of the Council."

It is also important to note in Section 6. 4 of the Council' s Manual of Procedural Guidelines, Council Appointments to non-Town organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/ or position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-Town organization for at least two years when reasonably possible and convenient for said appointee."

Alternatives

None.

Fiscal Impact:

Some outside agencies provide a stipend for attendance at their meetings to cover the cost of attendance. The Town reimburses Council Members for their mileage to travel to and from the meetings, for those agencies that do not offer a stipend.

Attachments

1. Committee Assignments 2026

Town Council Committee Assignments

COMMITTEE	REPRESENTATIVE	MEETING SCHEDULE	LOCATION
DESERT SOLID WASTE JPA	Drozd Schooler (Alt)	10:00 a.m. 2 nd Thursday Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT MOUNTAIN DIVISION	Lombardo Schooler (Alt)	10:00 a.m. 4 th Friday- Quarterly	Varies
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	Mayor Mayor Pro Tem (Alt)	TBD- Annually	Conference Location
LEGISLATIVE TEAM	Abel Schooler	Proposed for Council Members to work with Town Manager meeting with legislators when necessary	
SBCTA MOUNTAIN/DESERT POLICY COMMITTEE	Denison Lombardo (Alt)	9:30 a.m. 3 rd Friday	Apple Valley
BASIN TRANSIT	Abel Drozd Lombardo (Alt)	5:00 p.m. 4 th Thursday	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	Abel Schooler (Alt)	10:00 a.m. 4 th Monday	Victorville
SBCTA	Denison Lombardo (Alt)	10:00 a.m. 1 st Wednesday	San Bernardino
SO. CALIFORNIA ASSOC. GOV (SCAG) GENERAL ASSEMBLY	SBCTA Rep/Alternate	Annually May	Varies
SB COUNTY SOLID WASTE ADVISORY TASK FORCE (SWAT)	Drozd	Twice Yearly	San Bernardino
SPORTS COUNCIL	Drozd	6:30 p.m. 2 nd Monday March, June, Sept	Yucca Valley

Standing Committee Assignments

COMMITTEE	REPRESENTATIVES
ANIMAL SHELTER COMMITTEE	Drozd Schooler

Ad Hoc Committee Assignments

COMMITTEE	REPRESENTATIVES
HI-DESERT WATER DISTRICT	Lombardo Schooler
MAINTAINED ROAD SYSTEM	Abel Denison
SBCO FIRE DEPARTMENT PROJECTS	Denison Drozd
TOWN MANAGER EMPLOYMENT AGREEMENT NEGOTIATIONS	Drozd Abel

**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: November 23, 2025

Meeting Date: December 2, 2025

Subject: Year End Budget Report

Recommendation:

It is recommended that the Town Council:

1. Receive and file the Budget Report for the fiscal year ending June 30, 2025.
2. Amend the 2025-26 General Fund Budget and Special Revenue Fund Budget by transferring \$3,000,000 from the General Fund unassigned fund balance in accordance with the Reserve Policy, as follows:

Prior Review:

Discussion:

The attached report summarizes the Town's General Fund fiscal performance for the fiscal year ended June 30, 2025. Actual Revenue exceeded the Final Budgeted Revenue by \$2,547,712 and operating expenditures were \$1,467,252 less than the final budget. These cost savings in addition to the budgeted surplus revenues resulted in the actual excess revenue over operating expenditures of \$4,050,497.

Property Tax revenues were higher than the prior year due to an increase in property values and continued increased real estate sales activity. Sales and Use Tax revenues were slightly higher than the budget due to steady consumer activity in comparison to budget estimates. Transient Occupancy Tax revenues exceeded budget due to ongoing tourism during the fiscal year. Other revenues exceed budget and prior year levels due to leveraging the Town's expanded investment earnings and higher rates on the Town's invested funds.

Expenditures were less than the final budget largely because of unexpended personnel costs and operating supplies throughout various departments within the Town as a direct result of

cost savings measures implemented by departments and staff Town-wide. These measures were a contributing factor to the positive fiscal-year end reporting results while continuing to deliver the essential programs and services of the Town. A portion of the remaining contracted Professional Services expenditure budgets were carried forward to FY2025-26.

Reserve Policy

The total year-end fund balance is \$22.6 million in the general fund both reserved and unreserved. The reserve policy is proposed for amendment in tandem with the presented year-end results and states:

The Town's unassigned general fund balance shall be maintained between 60% and 65% of annual general fund expenditures, excluding specific designations.

This will ensure the Town remains fiscally sustainable if there are any unexpected economic downturns. Consequently, the recommended year-end excess allocation equals \$3,000,000, reducing the FY2025-26 unassigned General Fund balance to 63% of budgeted expenditures.

Pension Allocation

In prior years, the Town has made significant contributions to fund pension liabilities and as of the most recent valuation (completed in July 2025 for valuation through June 30, 2024) the aggregated funding level for all three tier plans is 78.1%. The Town's Pension Funding and Stabilization policy, adopted in 2018, considers the plan fully funded when levels meet or exceed 90% as determined by the plan's annual actuarial valuation. The current valuation report and calculated level of funding percentages do not include the pension trust balance of \$3.28 million nor unfunded liability payments made between June 30, 2024, and June 30, 2025. These payments and the pension trust balance result in an estimated funding percentage greater than 92%. In addition, CalPERS reported a 12% investment return which will also positively impact future funding percentages. A 50% allocation of the excess balance would result in \$1.5 million in additional funding to the Pension Stabilization Reserve. Considering these factors, staff recommend that the Council waives the 50% pension reserve requirement for this year's excess allocation and transfers a total of \$250,000 to maintain a conservative approach to offset the potential for negative CalPERS returns.

Total Excess Allocation

To summarize, the FY2024-25 year-end General Fund balance totals \$22.6 million. Staff recommends the following allocation:

<u>Reserve Policy Designations</u>	<u>Recommendation</u>
Pension Stabilization Reserve	\$ 250,000
YVARC Reserves	250,000
Vehicle & Equipment replacement	500,000
Capital Reserve	2,000,000
Total	<u>\$ 3,000,000</u>

By allocating \$3,000,000 of the total available excess, the Town adheres to reserve policy guidance providing sufficient reserves for operations and ensures that FY2025-26 projected reserve balances remain within the reserve policy guidelines.

While this action will amend the FY2025-26 General Fund and Capital Reserve Fund Budgets to reflect Council direction, Town staff will return to Council for specific projects and/or policy discussion and authorization when the projects identified are ready to move forward.

Per the Reserve Policy, this fund balance is recommended to be reduced as follows:

Revenues	\$ 22,620,832
Expenditures	<u>18,570,335</u>
Excess Revenue over Expenditures	4,050,497
Total Transfers and One-time Uses	<u>(4,032,000)</u>
Net Change in Fund Balance	18,497

Carryforwards to FY2025-26	96,000
Add Non-Cash Loss (FMV adj)	<u>9,055</u>
Funds Available for Allocation	123,551

Addition to get to 60-65% reserves	<u>2,876,449</u>
Total Allocation	<u>3,000,000</u>

FY 24-25 Unrestricted before allocation	\$ 16,118,878
FY 24-25 Unrestricted after allocation	\$ 13,013,823
FY 25-26 After allocation	\$ 12,875,212

Alternatives

1. Allocate the excess in a different manner.
2. Allocate no funds and retain in the unrestricted General Fund balance.

Fiscal Impact:

The 2024-25 Fiscal Year End increases to the general fund balance provides a positive impact on the 2025-26 fiscal year.

Attachments

1. 2024-25 Fiscal Year End Budget Report



Town of Yucca Valley
Fiscal Year End Budget Report
for Year Ending June 30, 2025

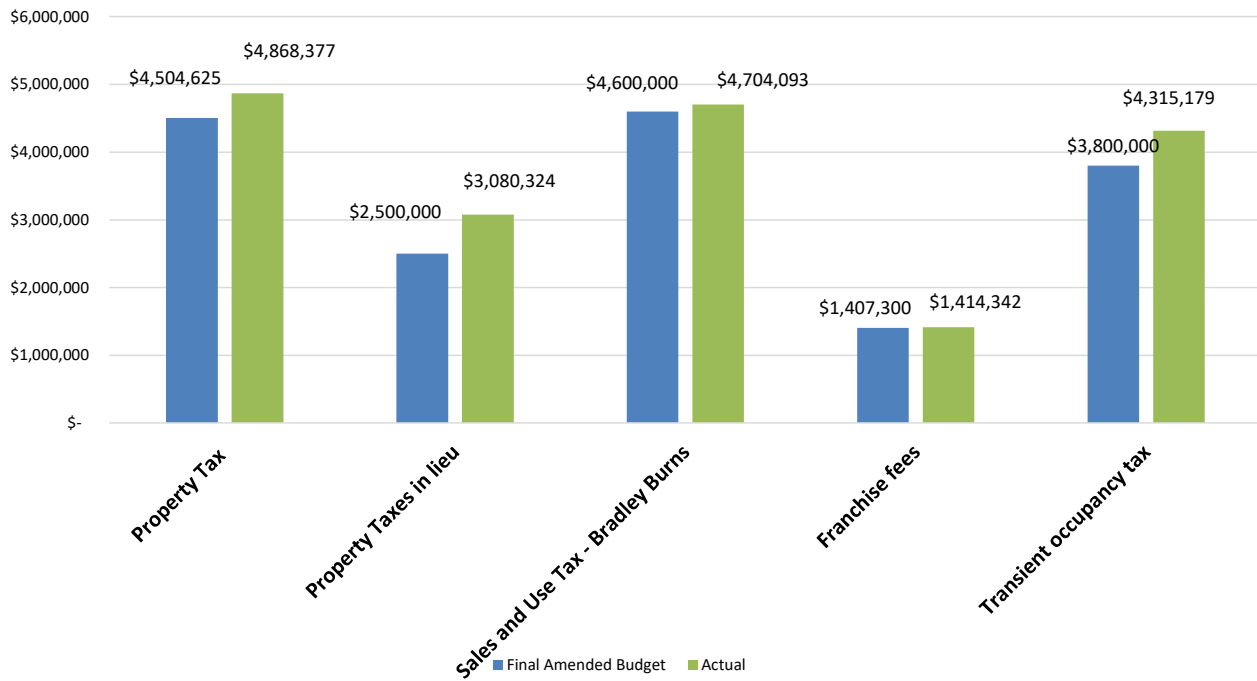
Town of Yucca Valley
General Fund Revenues and Expenditures
Fiscal Year End Budget Report
June 30, 2025

	Actual	Final Amended Budget	Variance with final budget	% of Budget
Property Tax	\$ 4,868,377	\$ 4,504,625	\$ 363,752	108.08%
Property Taxes in lieu	3,080,324	2,500,000	580,324	123.21%
Sales and Use Tax - Bradley Burns	4,704,093	4,600,000	104,093	102.26%
Franchise fees	1,414,342	1,407,300	7,042	100.50%
Transient occupancy tax	4,315,179	3,800,000	515,179	113.56%
Other Revenues	4,238,517	3,261,195	977,322	129.97%
Total Revenues	22,620,832	20,073,120	2,547,712	112.69%
Expenditures				
Personnel Services	\$ 6,313,988	\$ 6,787,447	\$ 473,459	93.02%
Contract Safety	5,932,653	6,051,000	118,347	98.04%
Operating Supplies and Services	4,733,990	5,526,923	792,933	85.65%
Partnerships	156,920	165,000	8,080	95.10%
Capital Projects	102,784	177,217	74,433	58.00%
Debt Service Payment	1,330,000	1,330,000	-	100.00%
Total Expenditures	\$ 18,570,335	\$ 20,037,587	\$ 1,467,252	92.68%
Excess Revenue over Expenditures (Prior to transfer to Reserve and one time uses)	4,050,497	35,533	4,014,964	
Transfers				
Transfer from DIF - Animal Shelter	54,000	54,000	-	0.00%
Transfer from 574 - ARPA Spending Plan	-	-	-	0.00%
Transfer to Public Art Fund	(75,000)	(75,000)	-	0.00%
Transfer to Infrastructure Reserve	(4,000,000)	(4,000,000)	-	100.00%
Transfer to Animal Shelter	(11,000)	(11,000)	-	100.00%
Total Transfers	(4,032,000)	(4,032,000)	-	100.00%
Net Change in Fund Balance	18,497	(3,996,467)	4,014,964	
Fund Balance, Beginning of Year	22,626,100	22,626,100	-	
Fund Balance, End of Year	22,644,597	18,629,633	4,014,964	
Fund Balance as % of Expenditures	122%	93%		
Unrestricted as % of Expenditures	87%	60%		

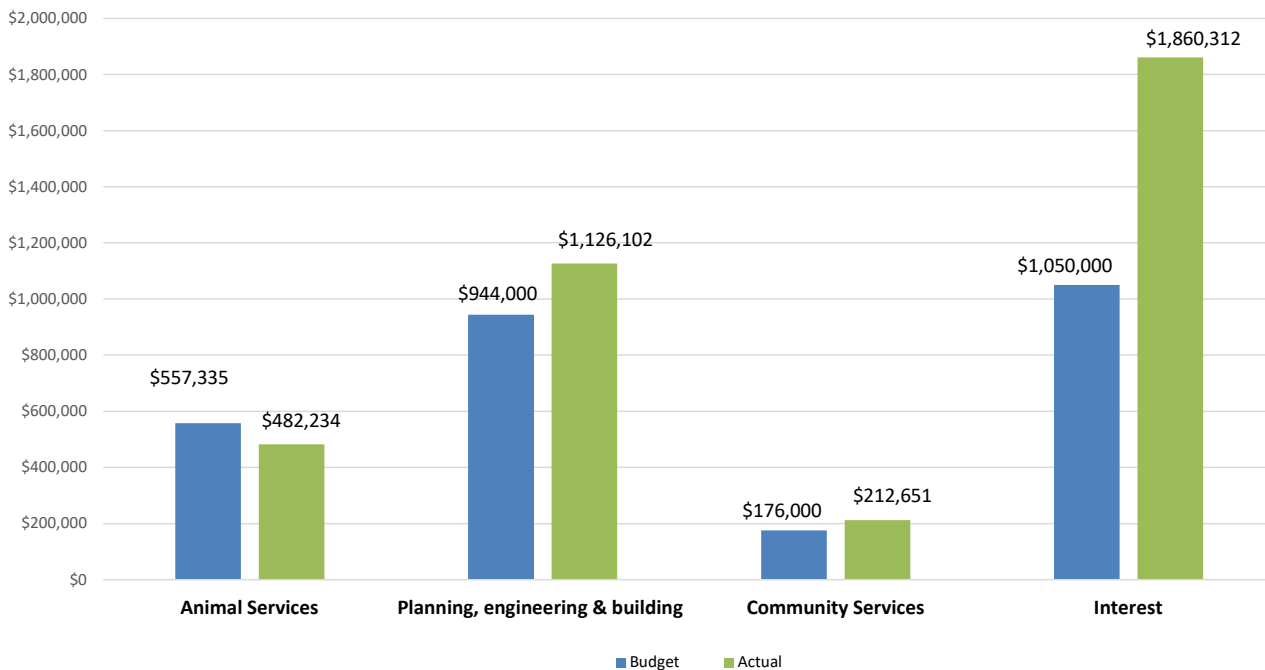
Town of Yucca Valley
General Fund Revenues and Expenditures
Fiscal Year End Report
June 30, 2025

	Actual Comparisons to Prior Year			
	FY2024-25	FY2023-24	Variance PY \$	Variance PY %
Revenues				
Property Tax	\$ 4,868,377	\$ 4,659,133	\$ 209,244	4.49%
Property Taxes in lieu	3,080,324	2,918,955	161,369	5.53%
Sales and Use Tax	4,704,093	4,796,606	(92,513)	-1.93%
Franchise fees	1,414,342	1,370,452	43,889	3.20%
Transient occupancy tax	4,315,179	4,283,877	31,302	0.73%
Other Revenues	4,238,517	3,975,187	263,330	6.62%
Total Revenues	22,620,832	22,004,210	616,621	2.80%
Expenditures				
Personnel Services	\$ 6,313,988	\$ 5,884,718	\$ (429,270)	-7.29%
Contract Safety	5,932,653	6,125,119	192,465	3.14%
Operating Supplies and Services	4,733,990	4,002,443	(731,547)	-18.28%
Partnerships	156,920	147,775	(9,145)	0.00%
Capital Projects	102,784	64,691	(38,093)	-58.89%
Debt Service Payment	1,330,000	1,300,000	(30,000)	-2.31%
Total Expenditures	\$ 18,570,335	\$ 17,524,746	\$ (1,045,589)	105.97%
Excess Revenue over Expenditures (Prior to transfer to Reserve and one time uses)	4,050,497	4,479,464	(428,968)	
Transfers				
Transfer from DIF - Animal Shelter	54,000	54,000	-	0.00%
Transfer to YVARC Reserve Fund	-	(500,000)	(500,000)	100.00%
Transfer to Public Art Fund	(75,000)	(50,000)	25,000	-50.00%
Transfer to Infrastructure Reserve	(4,000,000)	(3,550,000)	450,000	-12.68%
Transfer to Animal Shelter	(11,000)	(10,385)	615	-5.92%
	(4,032,000)	(4,056,385)	(24,385)	99.40%
Net Change in Fund Balance	18,497	423,079	(404,583)	
Fund Balance, Beginning of Year	22,626,100	22,203,018	423,082	
Fund Balance, End of Year	22,644,598	22,626,100	18,498	
Fund Balance as % of Expenditures	122%	129%		
Unrestricted as % of Expenditures	87%	81%		

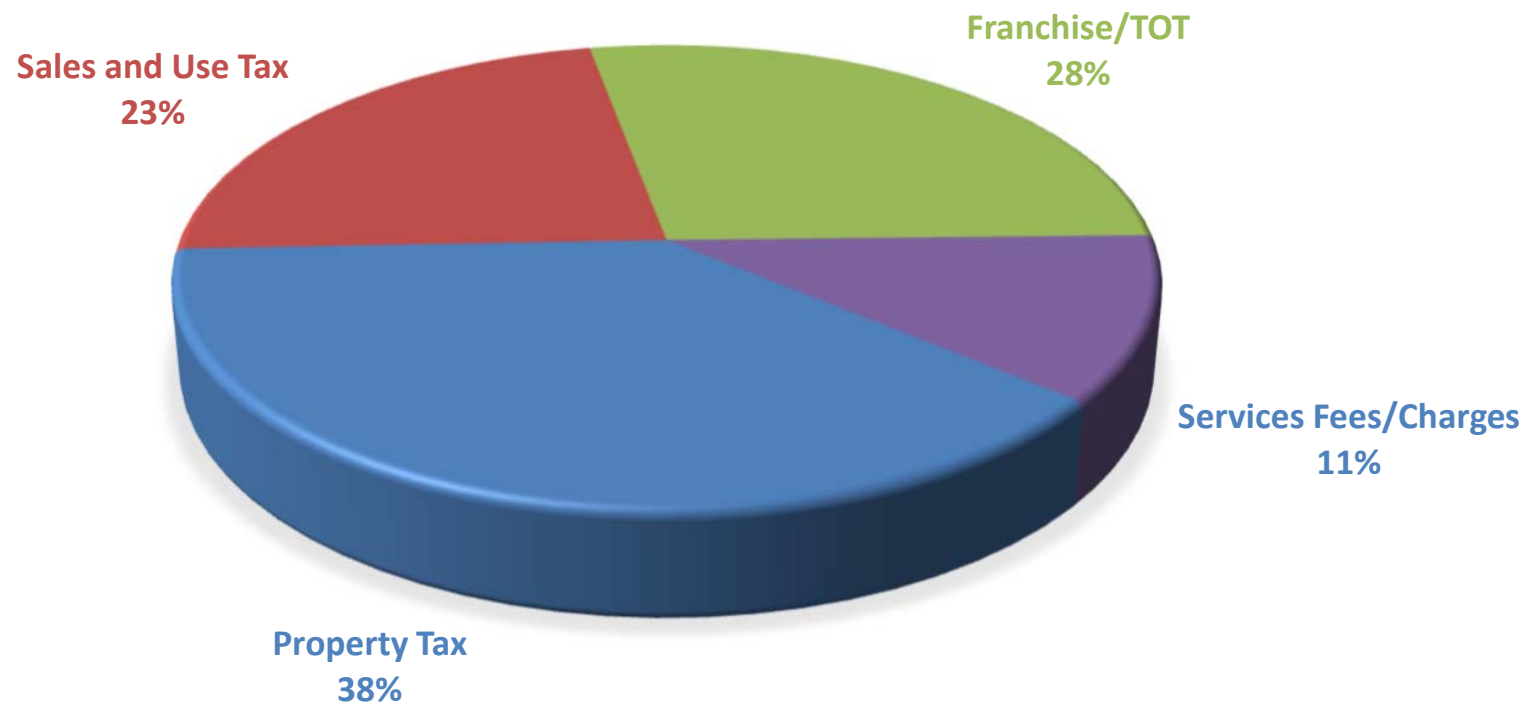
**Town of Yucca Valley
Major Revenue Sources
FYE June 30, 2025**



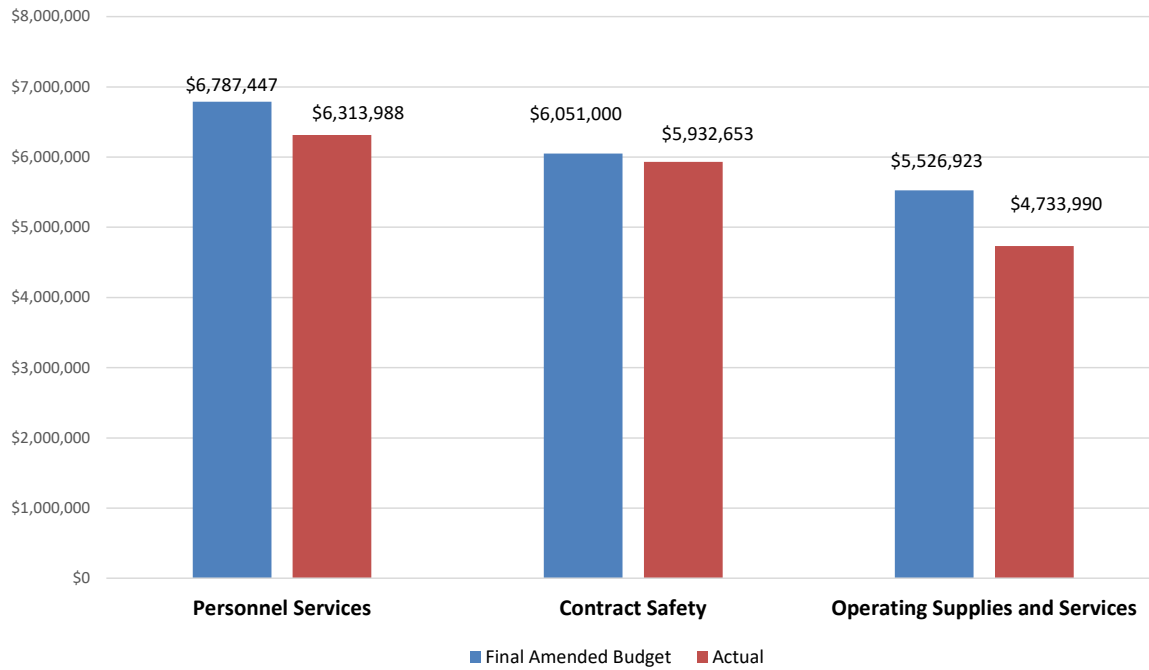
**Town of Yucca Valley
Other Revenue Sources
FYE June 30, 2025**



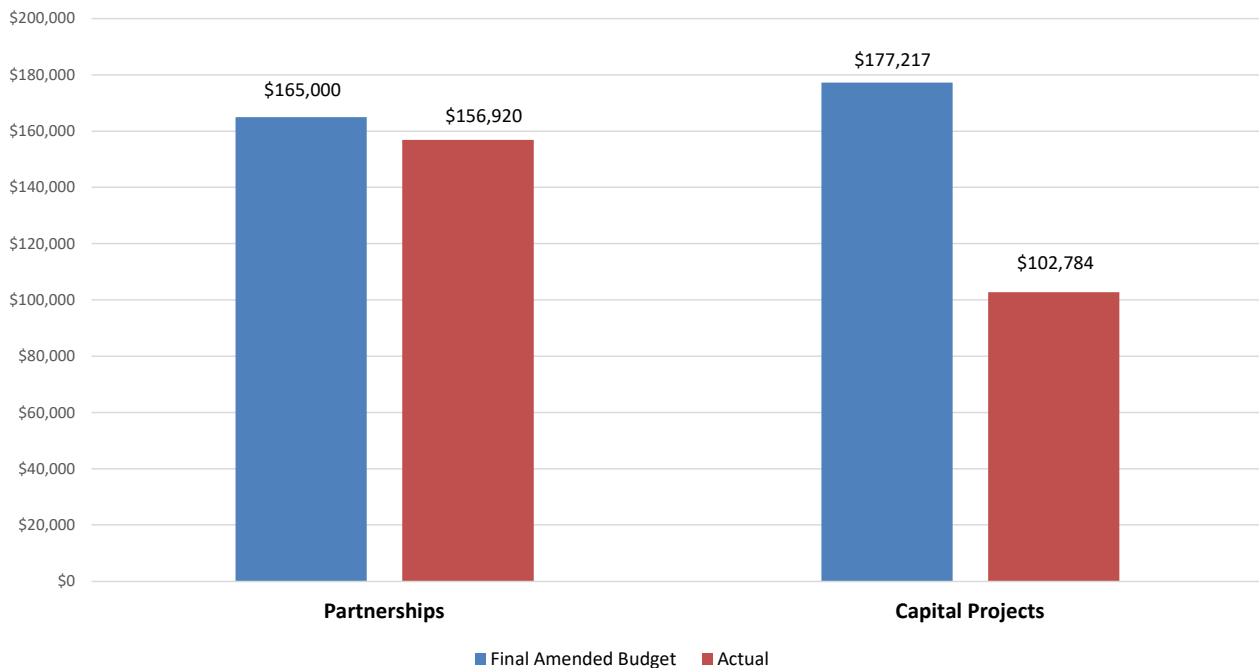
**TOWN OF YUCCA VALLEY
OPERATING REVENUE
FYE JUNE 30, 2025
\$ 22,620,832**



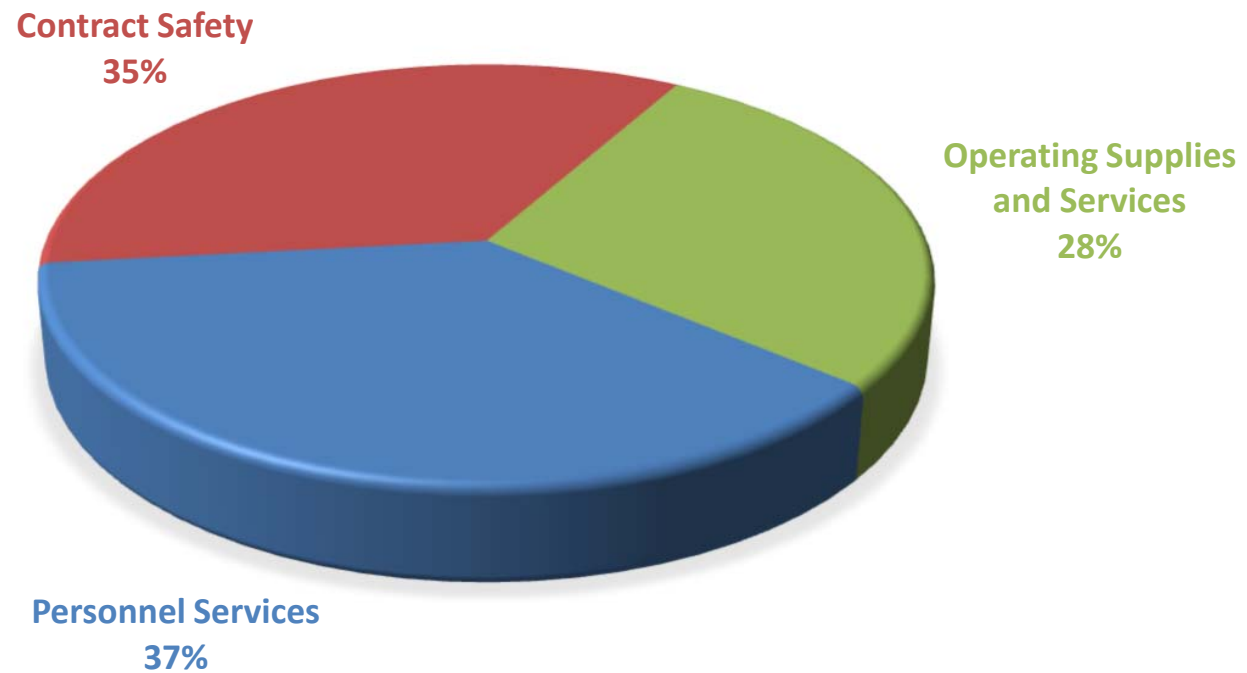
**Town of Yucca Valley
Major Expenditure Categories
FYE June 30, 2025**



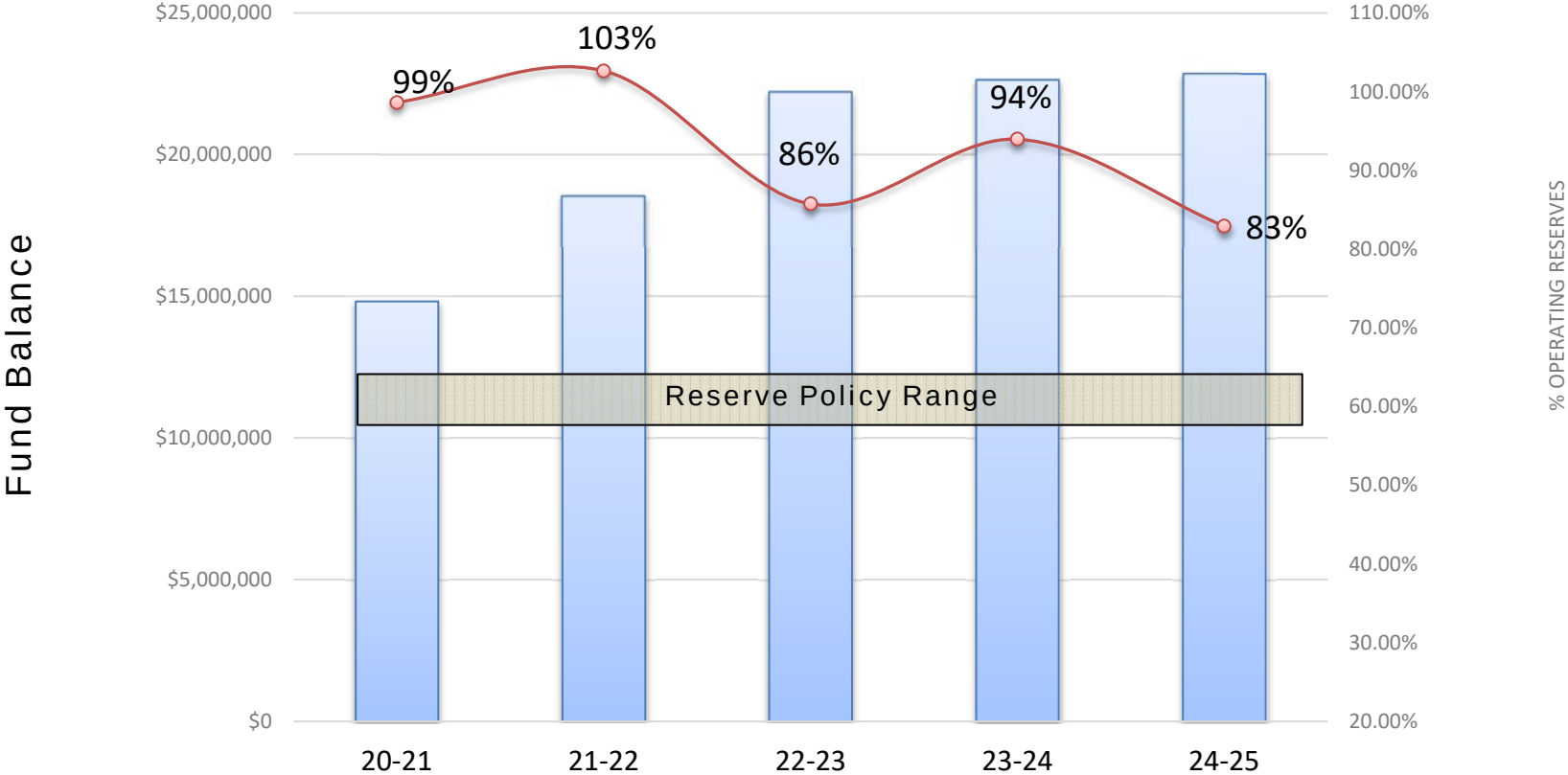
**Town of Yucca Valley
Other Expenditure Categories
FYE June 30, 2025**



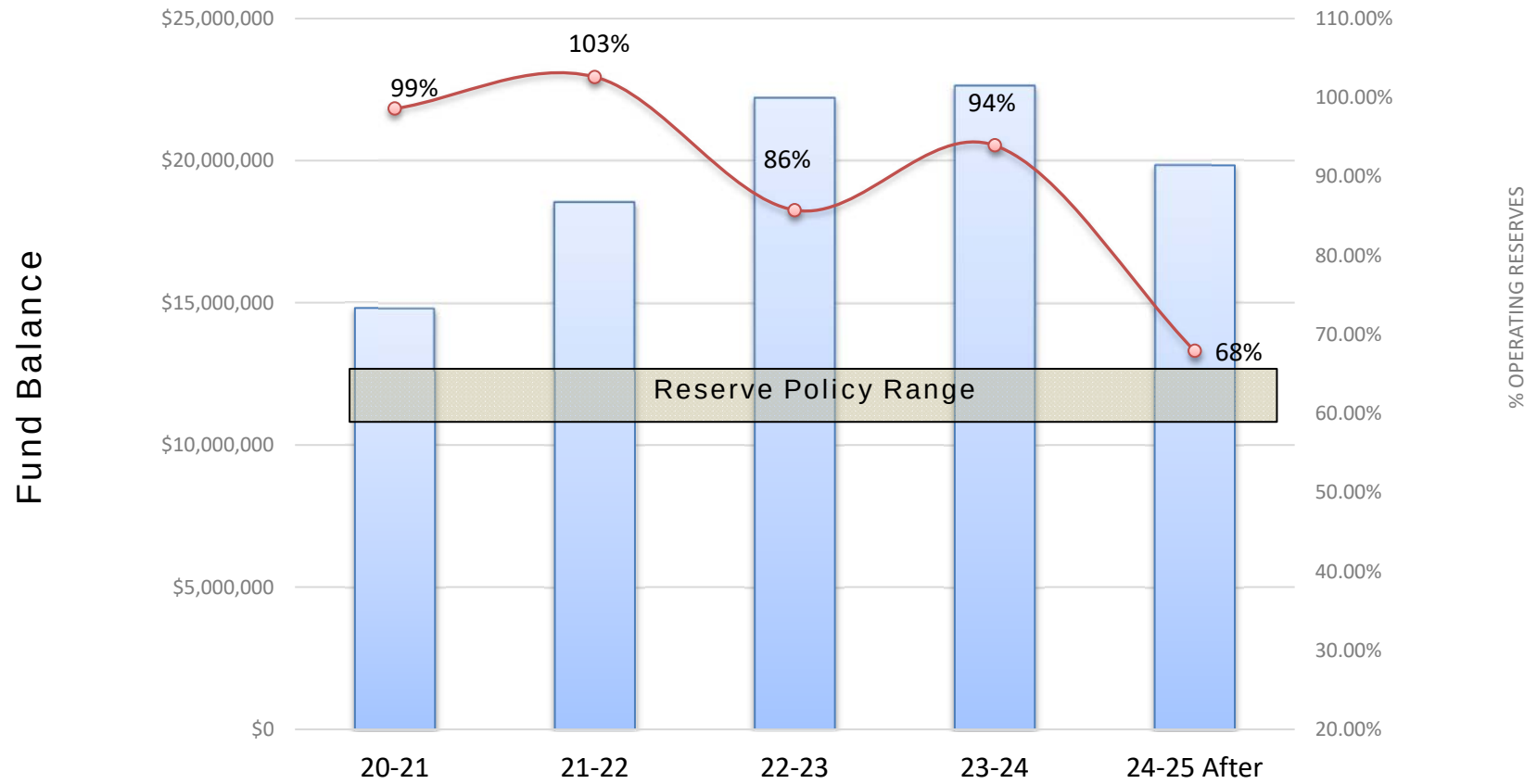
**TOWN OF YUCCA VALLEY
OPERATING EXPENDITURES
FYE JUNE 30, 2025
\$18,570,335**



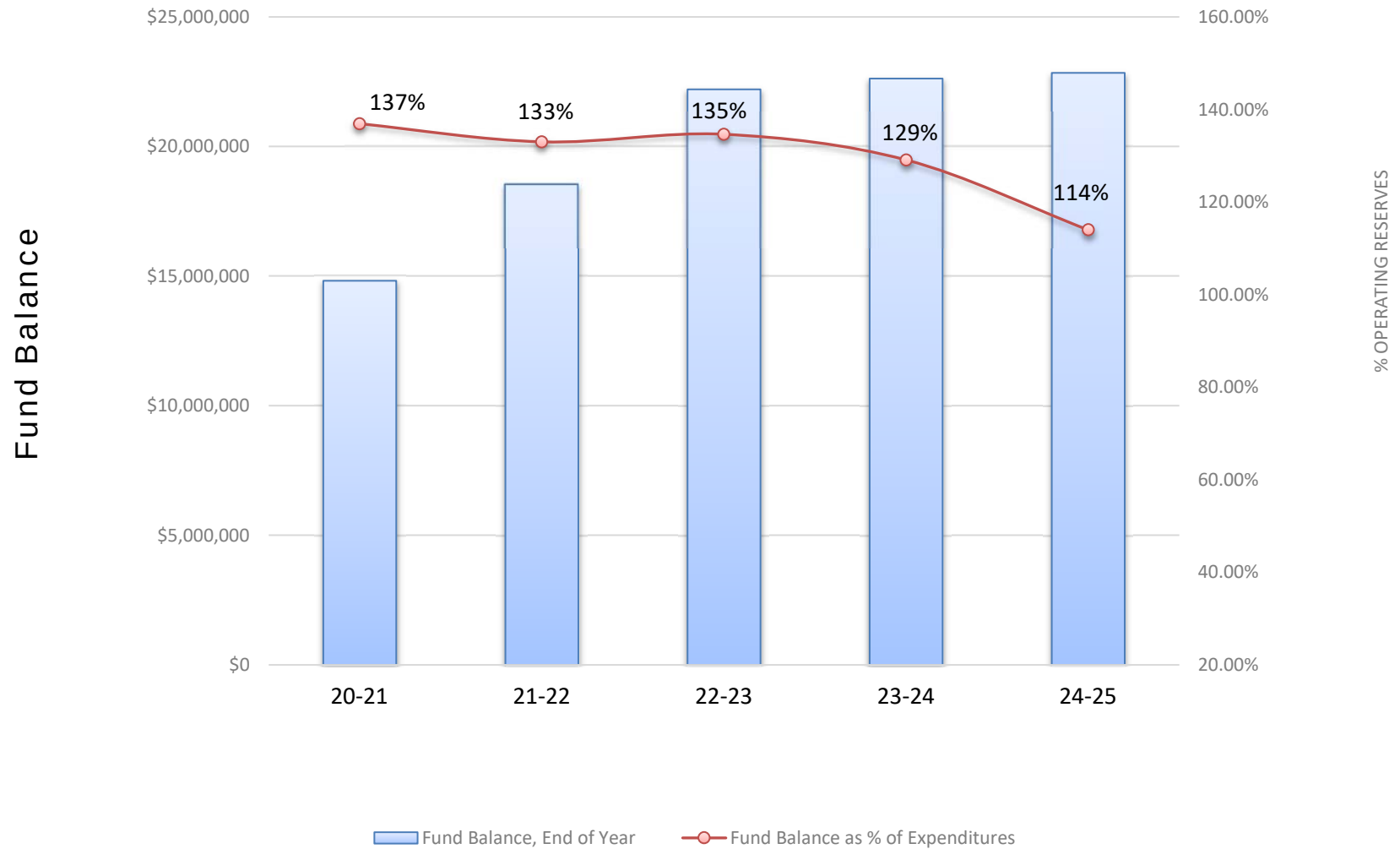
**Town of Yucca Valley
General Fund Operating Budget
Unrestricted Reserves Trend Before Allocation**



Town of Yucca Valley **General Fund Operating Budget** **Unrestricted Reserves Trend After \$3m Allocation**



Town of Yucca Valley General Fund Operating Budget Total Reserves Trend



**Town of Yucca Valley
Town Council Staff Report**



To: Town Council

From: Clayton Rardon, Recreation Supervisor

Date: November 25, 2025

Meeting Date: December 2, 2025

Subject:

Yucca Valley Film Festival 2025 Event Recap

Recommendation:

That the Council receive and file the report on the 2025 Yucca Valley Film Festival.

Prior Review:

Discussion:

In May of 2019, the Parks, Recreation & Cultural Commission reviewed a proposal from Matt and Auregan of Colorado Studios to create an inaugural Yucca Valley Film Festival in partnership with the Community Services Department. The PRCC reviewed the program and voted to recommend the addition of the event to the Town's planned programs for fall of 2019.

The Town Council approved the recommendation, and the inaugural event was held in November of 2019. It was very well received by the community. Customer feedback was extremely positive, and the Festival has a 5 Star review on the main platform, garnering many positive reviews from filmmakers.

Yucca Valley Film Festival 7th Edition: In 2025 the festival had another successful year! Participants enjoyed 3 days of festivities that included a record-setting red carpet event, films, animation, music videos, documentaries, interviews, performances by local community groups, and another fantastic Masterclass that featured accomplished actor, James Morrison.

Festival Director Matt Beurois will attend to provide a presentation to recap the festival for the Council, along with ideas for future festival iterations. The winners, and images from the awards ceremony, are listed in the attached results.

Alternatives

None recommended.

Fiscal Impact:

Program funding for the event is included in the FY 25-26 approved budget.

Attachments

1. WINNERS 2025 – Yucca Valley Film Festival
2. AWARDS CEREMONY 2025 – Yucca Valley Film Festival
3. YVFF Event Postcard 2025
4. YVFF Travel News Article Nov 2025

Yucca Valley Film Festival

8th edition – Nov 6, 7, 8, 2026

WINNERS 2025

Best Movie Poster

113 Words For You

Bo Qing Tang, Xiao Lan Zeng

CASH PRIZE: \$50

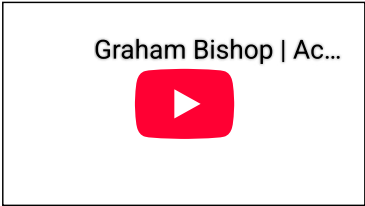


Best Trailer

Density

Graham M Bishop

CASH PRIZE: \$50



Best Drone Film

Discover Indonesia

Ty Rogers

CASH PRIZE: \$50



Best Dance Film

Motherhood

Nicole Spring

CASH PRIZE: \$150



Best Music Video

Embers

August Falcon

CASH PRIZE: \$100



Best Visual Art

Lonesome Town

Caleb Garrett

CASH PRIZE: \$100



Festival Pick #1

Te Seguiré a la Oscuridad

Nicholas Luciano, Joy Regullano

CASH PRIZE: \$100



Festival Pick #2

The Rain

Kā'eo Luke

CASH PRIZE: \$100



Festival Documentary

Sheepdogs

Brian Knappmiller

CASH PRIZE: \$150



Best Student Film

The Lights Above

Luke J. Salewski

CASH PRIZE: \$150



Best Script ex-aequo

Conch

Kevin Bibo

CASH PRIZE: \$150



Best Script ex-aequo

The Spider's Warning

Staci Mallett

CASH PRIZE: \$150

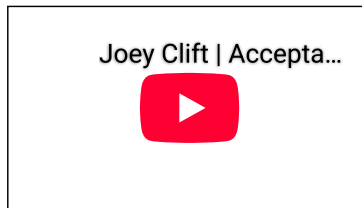


Best Animated Short Film ex-aequo

Pow!

Joey Clift

CASH PRIZE: \$200



Best Animated Short Film ex-aequo

One Final Day

Paul Hollingsworth

CASH PRIZE: \$200



Best Short Film

Milk Baby

Kristen Gerweck Diaz

CASH PRIZE: \$200



Best Director

Dual Agency

Frank Blake

CASH PRIZE: \$250



Yucca Valley Award

Will & Silence

Robbi Robb

CASH PRIZE: \$300



The 8th YVFF will take place November 6, 7 and 8, 2026.



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Yucca Valley Film Festival

8th edition – Nov 6, 7, 8, 2026

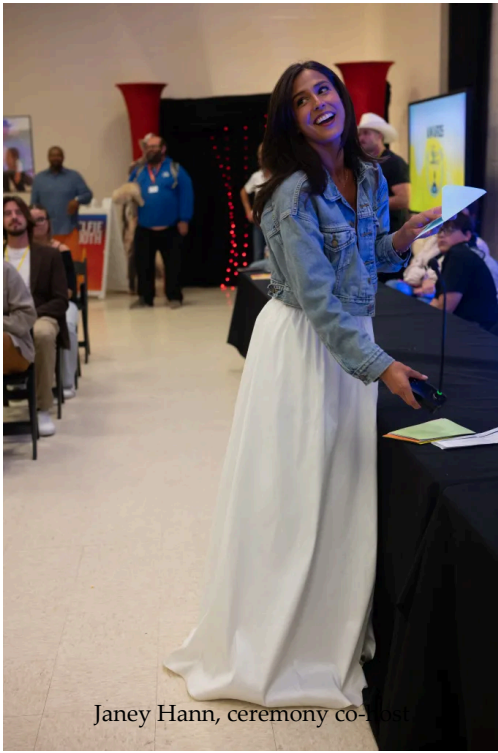
AWARDS CEREMONY 2025



Miss Yucca Valley Court 2025



Janey Hann and Chloé Malaisé, ceremony co-hosts



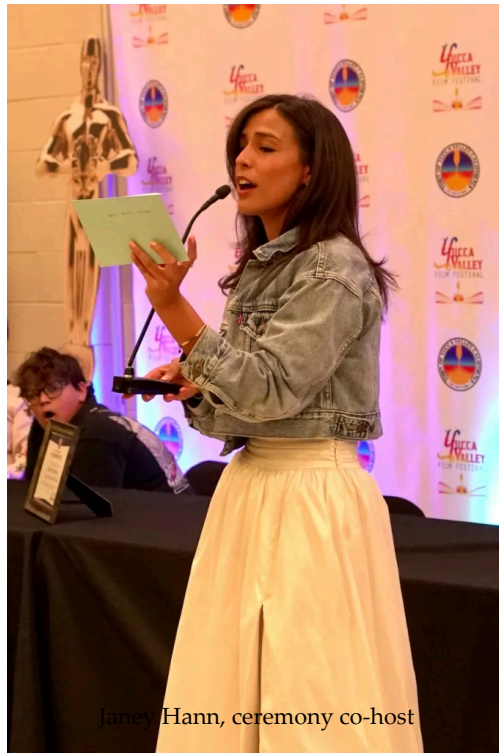
Janey Hann, ceremony co-host



Bo Qing Tang



Bo Qing Tang



Janey Hann, ceremony co-host



Ty Rogers



Ty Rogers



Ty Rogers



Nicole Spring & Miss YV



Nicole Spring



Janey Hann, ceremony co-host



Joy Regullano



Brian Knappmiller



Brian Knappmiller



August Falcon



Slaci Mallett



Kevin Bibb



Oliver Rosas (right)



Janey Hann, ceremony co-host



Paul Hollingsworth



Paul Hollingsworth



Kā'eo Luke



Kris Black Diaz



Frank Blake



Robb Robb



Spike and Robb Robb



Jacqueline Guevara, UNPA (left)



Chloé Malaise, ceremony co-host

FRIDAY - NOVEMBER 7

5:30 PM RED CARPET

6 PM MEET & GREET

6:45 PM OPENING MOVIES

Followed by QnA and picture signing.

SATURDAY - NOVEMBER 8

9 AM - 12 PM SCREENING

1 - 2 PM KIDS PROGRAM - ANIMATED FILMS

3 - 5:30 PM MASTERCLASS WITH JAMES MORRISON

6 PM MEET & GREET

6:45 PM SCREENING

Screening and masterclass followed by QnA and picture signing.

SUNDAY - NOVEMBER 9

1:15 PM ROUNDTABLE - SCRIPTWRITERS & COMPOSERS

3 - 4:30 PM SCREENING

5:30 PM RED CARPET

6 - 7 PM AWARDS

Screening followed by QnA and picture signing.

Yucca Valley Community Center
57090 Twenty-nine Palms Hwy



YUCCA VALLEY
FILM FESTIVAL
7TH EDITION
NOV. 7-8-9 2025
Yucca Valley Community Center

RED CARPET
KIDS SECTION
MASTERCLASS
PHOTOBOOTH
AWARDS
QnA
ROUNDTABLES

FREE ADMISSION

Home » America Travel News » Yucca Valley Film Festival 2025 Returns to California, Strengthening Desert Tourism and Showcasing Global Filmmaking Talent in the Morongo Basin

Yucca Valley Film Festival 2025 Returns to California, Strengthening Desert Tourism and Showcasing Global Filmmaking Talent in the Morongo Basin

Published on November 6, 2025



The **Yucca Valley Film Festival** is set to make its grand return this November, transforming California's **Morongo Basin** into a lively hub of creativity, community, and cinematic discovery. Now in its seventh year, this growing cultural event has become

one of the most anticipated festivals in the region, offering a bridge between art, tourism, and the desert's timeless allure. From **November 7 to 9**, the festival will once again bring together filmmakers, locals, and visitors from around the world for a three-day celebration of storytelling under the desert sky.

What began as a modest regional showcase has evolved into a festival that mirrors the evolution of Yucca Valley itself — a small desert town blossoming into a vibrant **cultural tourism destination**. Over the years, the event has not only elevated local talent but also placed the **Morongo Basin** on the global creative map, attracting filmmakers, cinephiles, and travellers eager to experience cinema in a setting unlike any other.

A Desert Stage for Global Creativity

At its heart, the **Yucca Valley Film Festival** serves as a platform for creative voices from around the world. Its selection of **short films, documentaries, and animations** covers an impressive range of genres and styles — from heartfelt personal stories to thought-provoking environmental films. Each film offers a fresh perspective, reflecting the diversity and resilience of the human spirit.

The festival's curators have carefully crafted a lineup that celebrates not only cinematic excellence but also storytelling as a universal language. Visitors can expect to encounter works from emerging and established filmmakers who use the medium to explore identity, culture, and the shared challenges of the modern world. This inclusivity reflects Yucca Valley's evolving role as a **creative crossroads** — where global stories meet the serene landscapes of California's desert heart.

The Impact on Tourism and Local Economy

Beyond its artistic merits, the **Yucca Valley Film Festival** has become a vital contributor to the region's **tourism and economic development**. Each year, the festival draws a growing number of visitors who come not only for the films but also to explore the stunning desert surroundings. The timing of the event, held just before the peak winter tourism season, helps extend the local travel calendar, benefitting small businesses, hotels, restaurants, and artisans across the Morongo Basin.

With its close proximity to **Joshua Tree National Park**, Yucca Valley has long attracted adventure seekers, artists, and nature lovers. The film festival now adds another layer of attraction, transforming the town into a **cultural tourism hotspot**. Visitors attending the festival often combine their cinematic experience with hiking, stargazing, and exploring the natural wonders of the high desert. The blend of art and nature creates a travel experience that appeals to both domestic and international tourists.

Local officials have recognised the festival's potential to enhance Yucca Valley's reputation as a **destination for creative tourism**. The event's growing global attention highlights the role of arts and culture in diversifying tourism, proving that the desert's appeal extends far beyond its scenic landscapes.

A Festival that Connects Communities

The **Yucca Valley Film Festival** goes beyond film screenings. It's an experience rooted in community engagement and creative collaboration. The festival's workshops, panel

discussions, and networking sessions bring together professionals and aspiring artists to share knowledge and inspiration. These interactive sessions give attendees the opportunity to learn about cinematography, storytelling, editing, and film production – bridging the gap between creativity and craft.

For many participants, the festival serves as a launchpad for new ideas and partnerships. Local students and young filmmakers gain access to industry insights and mentorship, while established professionals find inspiration in the passion of emerging talent. The sense of community that defines the festival is what sets it apart from larger, more commercial film gatherings. In Yucca Valley, cinema is not just about red carpets – it's about human connection.

The festival's emphasis on inclusivity and learning also mirrors the values of **California's broader tourism strategy**, which promotes experiences that blend education, creativity, and cultural exploration. By fostering a space where locals and travellers can interact freely, the event strengthens social bonds and leaves a lasting impact on both visitors and the community.

A Growing Global Appeal

What makes the **Yucca Valley Film Festival** particularly unique is its location. The desert, often associated with solitude and reflection, provides a striking backdrop for storytelling. As filmmakers and audiences gather amid the golden light and open horizons, the environment itself becomes part of the narrative. This natural setting not only enhances the cinematic experience but also underscores the festival's message of harmony between art and nature.

This distinctive blend of location and creativity has begun attracting international attention. Tourists from across the United States and abroad are travelling to Yucca Valley to experience what is now recognised as one of the most atmospheric film festivals in the American Southwest. For these visitors, attending the festival becomes a journey of both cultural and geographical discovery.

Many attendees extend their trips to explore nearby destinations such as Joshua Tree, Palm Springs, and the San Bernardino Mountains. This creates a ripple effect across the regional tourism industry, with local tour guides, lodges, and eco-tourism ventures benefitting from the influx of visitors. The festival, therefore, acts as a cultural gateway – inviting the world to discover California's desert charm while boosting **sustainable tourism** in the area.

The Evolution of Film Tourism in the Desert

Film-related tourism is a growing global trend, with travellers seeking locations associated with cinematic experiences. In this regard, the **Yucca Valley Film Festival** plays a key role in positioning the Morongo Basin as a **film tourism destination**. Filmmakers attending the event often scout local landscapes for potential film shoots, inspired by the desert's natural beauty and the community's support for creative projects.

Over the years, the festival's influence has sparked new collaborations between artists, local authorities, and tourism boards. These partnerships aim to promote Yucca Valley as a **creative hub** where film, culture, and sustainability intersect. Future plans include developing eco-friendly production facilities, film retreats, and residencies that attract international talent while preserving the region's delicate environment.

The festival's model also reflects a larger shift in travel trends. Modern tourists are increasingly seeking immersive, authentic experiences that combine culture, learning, and natural beauty – and the **Yucca Valley Film Festival** delivers all three. By merging art with environment, it appeals to the conscious traveller who values creativity, sustainability, and human connection.

Nurturing the Next Generation of Storytellers

One of the festival's most significant contributions is its support for emerging filmmakers. Through mentorship programmes, student showcases, and networking opportunities, it nurtures the next generation of storytellers from both local and international backgrounds. For young creatives, the festival provides exposure, feedback, and a chance to screen their work before diverse audiences.

This focus on youth engagement also enhances the region's educational tourism appeal. Students from California and neighbouring states often visit the festival as part of field trips or creative workshops, combining travel with artistic growth. This exchange of knowledge strengthens Yucca Valley's role as a centre for cultural education and experiential learning.

By investing in the creative potential of its youth, the **Yucca Valley Film Festival** ensures that its legacy extends far beyond the big screen. It fosters a culture of innovation, confidence, and curiosity – qualities that benefit both the local economy and the wider creative industry.

A Sustainable Future for Art and Tourism

Sustainability lies at the heart of the festival's long-term vision. Organisers have made conscious efforts to minimise environmental impact by using local venues, promoting digital ticketing, and collaborating with eco-conscious partners. This aligns with Yucca Valley's broader commitment to protecting the fragile desert ecosystem while supporting tourism growth.

The festival also promotes sustainable travel by encouraging carpooling, electric transport, and local accommodation options that adhere to green practices. Visitors are urged to explore responsibly, respecting the natural and cultural heritage of the Morongo Basin.

As awareness grows, the **Yucca Valley Film Festival** could become a model for environmentally responsible cultural events, balancing creativity with conservation. This sustainable approach resonates with global audiences who value eco-friendly travel experiences and reinforces California's leadership in green tourism.

The Desert as a Muse

The stunning desert landscape surrounding Yucca Valley serves not only as a backdrop but also as a muse for filmmakers and artists. The interplay of light and shadow, the vast open skies, and the silence of the dunes inspire reflection and artistic creation. For visitors, attending the film festival is as much about the journey as it is about the films themselves.

The festival's serene setting offers a unique escape from urban life — a retreat where travellers can reconnect with creativity and nature. Whether watching a documentary beneath the stars or participating in a workshop in a local studio, attendees find themselves part of an artistic community grounded in authenticity and passion.

This immersive experience strengthens the emotional connection between art, place, and people, ensuring that visitors leave with not just memories of great films, but of the desert's spiritual and cultural energy.

Conclusion

The **Yucca Valley Film Festival 2025** represents more than a cinematic celebration — it is a testament to how art can drive tourism, foster community, and inspire global connection. As Yucca Valley continues to rise as a cultural beacon in **California's desert**, the festival stands as a shining example of sustainable and meaningful travel.

Through its fusion of storytelling, creativity, and hospitality, the festival invites visitors to rediscover the desert not as an empty landscape but as a living canvas of imagination. In doing so, it positions Yucca Valley as both a **film tourism destination** and a symbol of how small communities can make a global impact through the power of art and collaboration.

As the lights dim and the first frames flicker across the screen this November, the message of the **Yucca Valley Film Festival** will be clear — that storytelling transcends borders, creativity connects us all, and the desert, with its endless horizons, remains the perfect place to dream.



"The Yucca Valley Film Festival has become a vital contributor to the region's tourism and economic development. Each year, the festival draws a growing number of visitors".