

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.

CLOSED SESSION: 4:15 PM TUESDAY, JANUARY 20, 2026 Town Hall Conference Room 57090 Twentynine Palms Hwy Yucca Valley, Ca 92284	TOWN COUNCIL: 5:00 PM TUESDAY, JANUARY 20, 2026 Yucca Valley Community Center - Yucca Room 57090 Twentynine Palms Hwy Yucca Valley, Ca 92284
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Join Zoom Meeting

<https://zoom.us/j/93271256260?pwd=oVHuK4lckzmLbNdpjaLzklafhkwcxc.1>

Meeting ID: 932 7125 6260

Passcode: 259276

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

Merl Abel, Mayor

Jim Schooler, Mayor Pro Tem

Rick Denison, Council Member

Jeff Drozd, Council Member

Robert Lombardo, 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, JANUARY 20, 2026, 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)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to litigation.

Report Out of Closed Session

Call to Order

Roll Call

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

Pledge of Allegiance

Presentations, Introductions, Recognitions

1. Introduction: San Bernardino County Sheriff's Captain Steve Scovel
2. Presentation: Southern California Edison Update- Government Affairs Manager Shane Massoud

Approval of Agenda

3. 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.

4. Rejection of Claim

Recommendation:

That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on November 24, 2025, by Shannan Reed.

5. Rejection of Claim

Recommendation:

That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on December 19, 2025, by Virginia De Jesus Rivera-Guzman obo Carmen Yolanda Leon-Rivera.

6. Authorization to Purchase Replacement Fleet Vehicle #4 with 2026 GMC Sierra K2500 SL Crew Cab

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 Borjon Auto Center of Paso Robles, CA, for a new 2026 GMC Sierra K2500 Crew Cab for the Parks Maintenance Division for an amount not to exceed \$62,776.19.

7. Mural License and Installation and Maintenance Agreement - Wall Mural Permit (M) 02-25

Recommendation:

As recommended by the Planning Commission and the Parks, Recreation, and Cultural Commission, that the Town Council approves and authorizes the Town Manager to sign the Mural License and Installation and Maintenance Agreement – Wall Mural Permit (M) 02-25.

8. Mural License and Installation and Maintenance Agreement - Wall Mural Permit (M) 03-25

Recommendation:

As recommended by the Planning Commission and the Parks, Recreation, and Cultural Commission, that the Town Council approves and authorizes the Town Manager to sign the Mural License and Installation and Maintenance Agreement – Wall Mural Permit (M) 03-25.

9. On-Call Berm Repair and Replacement Maintenance Services authorization to release a Request for Proposal

Recommendation:

That the Town Council authorizes the release of an RFP for On-Call Berm Repair and Replacement maintenance services.

10. Town Project No.8061 – : Senior Center Roof Replacement Project - Change Order #1 and #2

Recommendation:

That the Town Council;

- 1- Adopts the Resolution, amending the budget to allocate \$70,000.00 from CDBG Funding for the Town Project No.8061.**
- 2- Approves Change Order #1 to the contract with Letner Roofing Co. for installing PVC roof décor profile, increasing the contract by \$44,506.48, bringing the original contract amount of \$178,100.00 to \$231,506.48.**
- 3- Approves Change Order #2 to the contract with Letner Roofing Co. install flashing at stucco, new riglet and counterflashing, and stucco repair and paint to match existing, increasing the contract by \$21,809.41, bringing the contract amount of \$231,506.48 to \$253,315.89.**

11. Treasurer's Report for the Quarter Ending December 31, 2025

Recommendation:

Receive and file the Treasurer's Report for the second quarter of FY2025-26.

12. AB1234 Reporting Requirements

Recommendation:

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

13. AB1234 Reporting Requirements

Recommendation:

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

14. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$340,806.43 dated December 05, 2025, and \$308,432.90 dated December 19, 2025.

Ratify the Warrant Registers totaling \$926,630.44 dated December 05, 2025, \$58,455.64 dated December 15, 2025, and \$1,821,154.37 dated December 19, 2025.

15. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$292,759.58 dated November 07, 2025, and \$297,605.37 dated November 21, 2025.

Ratify the Warrant Registers totaling \$1,975,924.35 dated November 07, 2025, and \$4,317,690.42 dated November 21, 2025.

Public Hearings

16. 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

17. 2026 Yucca Valley Animal Shelter Microchip Program

Recommendation:

That the Town Council approve the 2026 Yucca Valley Animal Shelter microchip program, establishing no fee microchipping for Town residents and \$5.00 microchipping fees for Morongo Basin County residents for calendar year 2026.

18. Town-wide Landscape Beautification Program

Recommendation: That the Town Council:

Approve Amendment #1 to Hermann Design Group, Inc. to prepare plans, specifications, and cost estimate for the design of the SR62 Beautification Project in the amount of \$85,880.00.

- 1. Extending the Hermann Design Group on-call contract to December 2027.**
- 2. Authorize the Town manager or designee to sign all related documents.**

19. Temporary Short-Term Term Vacation Rental - Ordinance Review and GIS Map Presentation

Recommendation:

That the Town Council receives and files the report and provides direction to staff, if desired, regarding potential revisions to the adopted TSTVR ordinance.

20. FY 2026-28 Draft Strategic Plan Review

Recommendation:

Review and approve the final draft FY 2026-28 Strategic Plan and direct staff to incorporate the plan priorities into the FY 2026-28 budget process and policy planning activities.

Future Agenda Items

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 Drozd

Council Member Lombardo

Mayor Pro Tem Schooler

Mayor Abel

Announcements

Upcoming Meeting Schedule: The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, February 3, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

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



To: Town Council

From: Debra Breidenbach-Sterling, Human Resources and Risk Manager

Date: January 6, 2026

Meeting Date: January 20, 2026

Subject: Rejection of Claim

Recommendation:

That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on November 24, 2025, by Shannan Reed.

Prior Review:

There has been no prior Council review on this item.

Discussion:

Under state law, a claim for personal damage must be presented in accordance with Government Code Section 910. Based upon staff and legal review, it is recommended that the claim be rejected in accordance with Government Code 913 and 915.4. If Council wishes to discuss the nature and content of the claim, a closed session under the same terms of the Brown Act is appropriate.

When the Town receives a claim, a review is conducted regarding the charges of the claim. Based on legal review and/or review by our insurer California Intergovernmental Risk Authority, a claim is either recommended for rejection or a settlement is attempted.

Alternatives

No alternative is recommended.

Fiscal Impact:

None

Attachments

None

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



To: Town Council

From: Debra Breidenbach-Sterling, Human Resources and Risk Manager

Date: January 6, 2026

Meeting Date: January 20, 2026

Subject: Rejection of Claim

Recommendation:

That the Town Council rejects one Claim filed against the Town of Yucca Valley submitted on December 19, 2025, by Virginia De Jesus Rivera-Guzman obo Carmen Yolanda Leon-Rivera.

Prior Review:

Discussion:

Under state law, a claim for personal damage must be presented in accordance with Government Code Section 910. Based upon staff and legal review, it is recommended that the claim be rejected in accordance with Government Code 913 and 915.4. If Council wishes to discuss the nature and content of the claim, a closed session under the same terms of the Brown Act is appropriate.

When the Town receives a claim, a review is conducted regarding the charges of the claim. Based on legal review and/or review by our insurer California Intergovernmental Risk Authority, a claim is either recommended for rejection or a settlement is attempted.

Alternatives

No alternative is recommended.

Fiscal Impact:

None

Attachments

None

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: January 12, 2026

Meeting Date: January 20, 2026

Subject: Authorization to Purchase Replacement Fleet Vehicle #4 with 2026 GMC Sierra K2500 SL Crew Cab

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 Borjon Auto Center of Paso Robles, CA, for a new 2026 GMC Sierra K2500 Crew Cab for the Parks Maintenance Division for an amount not to exceed \$62,776.19.

Prior Review:

At its meeting on December 2, 2025, the Town Council approved the purchase of a 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.

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 has declared the vehicle a total loss in the amount of \$41,606.25.

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.

Following the Town Council's approval to purchase the 2026 GMC Sierra from Chavez-Jessup GMC of Indio, staff contacted the dealership to complete the sale. Town staff was informed by the dealership that the 2026 GMC Sierra had already been sold. Staff conducted an internet search for a similar vehicle and found it at Borjon Auto Center of Paso Robles, CA. The 2026 GMC Sierra K2500 SL from Borjon Auto has a purchase price of \$62,776.19, including a \$500.00 fee to transport the vehicle to Yucca Valley from Paso Robles and it comes with a higher grade trim package. The cost is \$3,320.98 less than the Chavez-Jessup vehicle and lower than two other vehicle quotes included to illustrate that the purchase price is within the standard range and is competitive in the general marketplace.

Alternatives

Town staff offer no alternate actions.

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 from Borjon Auto Center (2026 GMC Sierra K2500 SL Crew Cab is \$62,776.19, including transportation of vehicle and taxes)

	2026 GMC Sierra K2500 S (Borjon Auto Center)	2026 GMC Sierra 2500HD (Chavez-Jessup GMC)
Purchase Price	\$57,600.00	\$64,950.00
Taxes & Fees	\$5,176.19	\$5,718.17
Discount		-\$4,571.00
Vehicle Transport & Tax	\$543.75	
Total amount to purchase vehicle	\$62,776.19	\$66,097.17

Attachments

1. Staff Report 1 20 2026 TC Mtg Change of Dealership for Parks replacement veh
2. Pages from PO 26 10193 Borjon Auto Center -\$62,776.2026 Vehicle Replacement GMC Sierra K2500 - 12 4 2026
3. Retail Installment Sale Contract - Borjon Auto Center - 2026 GMC Sierra K2500 SL
4. Municipal Code Excerpt
5. 2 quotes for GMC Sierra 2500HD-TC Mtg 12-2-2025

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: January 7, 2026

Meeting Date: January 20, 2026

Subject: Authorization to Purchase Replacement Fleet Vehicle #4, 2026 GMC Sierra K2500 SL Crew Cab - Change of Dealership

Recommendation:

That the Town Council approve a different dealership for the purchase of a previously approved replacement vehicle for the Parks Maintenance Division.

Prior Review:

In its meeting on December 2, 2025, the Town Council approved the purchase of a 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.

Discussion:

Following the Town Council's approval to purchase the 2026 GMC Sierra from Chavez-Jessup GMC of Indio, staff contacted the dealership to complete the sale. Town staff was informed by the dealership that the 2026 GMC Sierra had already been sold.

Staff swiftly conducted an internet search for a similar vehicle and found it at Borjon Auto Center of Paso Robles, CA. The 2026 GMC Sierra K2500 SL from Borjon Auto has a purchase price of \$62,776.19, including a \$500.00 fee to transport the vehicle to Yucca Valley from Paso Robles and it comes with a higher grade trim package. The cost is \$3,320.98 less than the Chavez-Jessup vehicle.

Alternatives

Town staff offers no alternate actions.

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 from Borjon Auto Center (2026 GMC Sierra K2500 SL Crew Cab is \$62,776.19,

including transportation of vehicle and taxes).

	2026 GMC Sierra K2500 SL (Borjon Auto Center)	2026 GMC Sierra 2500HD (Chavez-Jessup GMC)
Purchase Price	\$57,600.00	\$64,950.00
Taxes & Fees	\$5,176.19	\$5,718.17
Discount		-\$4,571.00
Vehicle Transport & Tax	\$543.75	
Total amount to purchase vehicle	\$62,776.19	\$66,097.17

Attachments

None

TC APPROVED 12/2/25		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		96-10193	
		DATE: 12/4/2025		VENDOR NUMBER	
PROJECT NAME: VEN#4 REPLACEMENT - PARKS		TAX ID NUMBER		NAME BORTON AUTO CENTER	
ACCOUNT TO BE CHARGED (Include Fund No.)		ADDRESS 2345 GOLDEN HILL RD PASO ROBLES CA 93446		PHONE NUMBER 805 369-4867 RONNIE@BORTONAUTOCENTER.COM	
Fund	Dept.	Object	Project		
80000	-	8541	-	-	\$62,776.19
-	-	-	-	-	\$
-	-	-	-	-	\$
TOTAL \$62,776.19					FAX NUMBER ()

ORDER / CLAIM				
QUANTITY ORDERED	QUANTITY REC'D	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
1		2026 GMC SIERRA K2500 VIN - 1GT4UMG78TF172023 TAXES, FEES, DELIVERY	\$	\$
			Subtotal	
			Shipping	
			Tax	
			Total	62,776.19

ATTENTION VENDOR: Mail two (2) copies of your invoice with this Purchase Order Number noted thereon to Finance, 57090 29 Palms Highway, Yucca Valley, Calif. 92284. Unless otherwise stated. ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED ABOVE. NO EXCEPTIONS.

APPROVALS		
Requested By/Date Joe Powers 12/4/25	Department Director / Date [Signature] 12/4/25	Budget Review/Date [Signature] 12/05/2025
Management Services Director/Date		Town Manager Approval/Date

NOTICE TO VENDOR

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR NAMED HEREON CONSTITUTES VENDORS AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS:

- Claimant certifies that upon his own personal knowledge the items and amounts set forth above are true and correct; that no part thereof has been paid by the Town of Yucca Valley and that the amount claimed is justly due.
- Void unless signed by Town Manager above. Changes of any kind from items specified are not authorized unless approved in writing by Town Manager.
- Invoices must reflect only those items stipulated above, which have been shipped. Payment will not be made by Town of Yucca Valley until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered in two (2) copies no later than the date of shipment. Invoices must reflect Purchase Order Number appearing on this Order.
- Payment will be made for items received or services rendered within approximately 35 days after receipt of vendor's invoice and of payment authorization from receiving department.
- The Town Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified, unless written notice of vendors inability to comply with this requirement is forwarded to and accepted by the Town Manager.
- Unless otherwise stated, all prices are F.O.B.
- The Town of Yucca Valley reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.

FINANCE COPY

TC ARRIVED 12/2/25		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		96- 10193	
		DATE: <u>12/4/2025</u>		VENDOR NUMBER _____	
PROJECT NAME: <u>VEH #1 REPLACEMENT - PARKS</u>				TAX ID NUMBER _____	
ACCOUNT TO BE CHARGED (Include Fund No.)				NAME <u>BORTON AUTO CENTER</u>	
Fund	Dept.	Object	Project		
<u>80000</u>	<u>00</u>	<u>8541</u>		<u>\$62,776.19</u>	
				\$	
				\$	
TOTAL \$ <u>62,776.19</u>				PHONE NUMBER <u>(805) 369-4867</u> <u>RONNIE@BORTONAUTOCENTER.COM</u> FAX NUMBER ()	
ORDER / CLAIM					
QUANTITY ORDERED	QUANTITY REC'D	DESCRIPTION		PRICE PER UNIT	TOTAL PRICE
1		<u>2026 GMC SIERRA K2500</u> <u>VIN - 1GT4LME78TF172023</u> <u>TAXES, FEES, DELIVERY</u>		\$	\$
				Subtotal	
				Shipping	
				Tax	
				Total	\$ <u>62,776.19</u>
PAYMENT INSTRUCTIONS: Completely fill out all information in each section. Submit the original along with the invoice package to Finance at Town Hall. The Payment Certification section requires two signatures, the person preparing the payment form and the Departmental authorization.					
APPROVALS					
Requested By/Date <u>JOE EAGERS</u> <u>10/4/25</u>		Department Director / Date <u>NICK CATT</u> <u>11/15/2025</u>		Budget Review/Date <u>JOE EAGERS</u> <u>11/15/2025</u>	
Management Services Director/Date			Town Manager Approval/Date		
PAYMENT CERTIFICATION / HISTORY					
DATE _____		INVOICE DATE <u>12/02/25</u>		INVOICE # <u>0036430</u>	
				AMOUNT \$ <u>62,776.19</u>	
I hereby certify, under penalty of perjury, that the goods and services ordered, have been ☐ partially ☐ fully received or rendered satisfactory, or that ☐ payment is authorized in advance of receipt of goods or services (e.g. equipment maintenance, subscriptions, dues, etc.) Accordingly, I hereby certify that payment may be made to vendor named hereon; and that the expenditure hereby requested, is authorized with appropriate available budgetary authority.			I hereby certify, under penalty of perjury, that I have reviewed the attached invoice and based on the Departmental information contained hereon, that payment for goods and services represents a legitimate public purpose.		
Date _____		Prepared By: _____			
Date _____		Dept. Authorization: _____		Date _____ Finance Approval: _____	

RECEIVING REPORT (PAYMENT AUTHORIZATION) TO FINANCE



BORJON AUTO CENTER
2345 GOLDEN HILL RD
PASO ROBLES, CA 93446

Deal #0036430

Cust #037699

SOLD TO
TOWN OF YUCCA VALLEY

ADDRESS
57090 TWENTYNINE PALMS HIGHWAY
YUCCA VALLEY, CA 92284

SOLD TO

ADDRESS

DL# D.O.B DL# D.O.B

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2026	GMC	SIERRA K2500	NEW	1GT4UME78TF172023
SALESMAN JON JASON BICE			KEY NOS.	
COLOR SUMMIT WHITE			MILES	9

RECEIVED

DEC - 4 2025

BY: PL

Signed: Alex Qishls

Date: 12/02/2025

Signed: [Signature]

Date: 12/9/2025

Seller: [Signature]

Date: 12/02/2025

USED VEHICLE TRADED				
YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.	
Body Color		Miles	Title Number/State	

DATE		INVOICE NO	STOCK NO.
12/02/2025		0036430	26G120
P	DESCRIPTION	ACCT NO	SALE
R	SELLING PRICE		57100.00
I			
C			
E			
O			
F	DUE BILL		500.00
V			
E			NA
H			
I	SERVICE CONTRACT		NA
C	STATE TAX 8.7500		5047.44
L	COUNTY TAX 0.00		NA
E	CITY TAX 0.00		NA
	LICENSE & TITLE FEES		43.75
	DOCUMENTARY FEE		85.00
TOTAL CASH PRICE			62776.19
FINANCING			NA
INSURANCE			NA
S	TOTAL TIME PRICE		62776.19
E	DEPOSIT ON VEHICLE		NA
T	REBATES		NA
L	ALLOWENCE		NA
E	CASH ON DELIVERY		NA
M	TRADE PAYOFF		NA
E			
N			
T			
TOTAL			62776.19
LIEN HOLDER: CASH			
Payment Schedule:			
Months : 1		Amount : NA	Beginning : 01/17/2026
		62776.19	01/17/2026
Lease Only : Miles Per Year :		Cash Due @ Delivery:	X
STOCK NO.			



2026 SIERRA 2500 4WD CREW CAB SLE

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 6.6L V8, GASOLINE
TRANS: 10-SPEED AUTO

PULL THIS STRIP TO EXPOSE ADHESIVE

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST
- *SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY

- FORWARD COLLISION ALERT
- FOLLOWING DISTANCE INDICATOR
- FRONT PEDESTRIAN BRAKING
- INTELLIBEAM
- LANE DEPARTURE WARNING
- BUCKLE TO DRIVE

- AUTOMATIC EMERGENCY BRAKING
- HD REAR VISION CAMERA
- TEEN DRIVER MODE

PERFORMANCE & MECHANICAL

- CRUISE CONTROL
- AUTO LOCKING REAR DIFF
- 2SPD ELECTRONIC TRANSFER CASE
- 170 AMP ALTERNATOR
- 120V POWER OUTLET IN CARGO BED & INSTRUMENT PANEL
- HEAVY-DUTY AIR CLEANER
- INDEPENDENT FRONT SUSPENSION
- MULTI-LEAF REAR SPRING SUSP
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- ALL-SEASON TIRES
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- BRAKE PAD MONITORING
- TRAILERING PACKAGE
- TRAILER BRAKE CONTROLLER

CONNECTIVITY & TECHNOLOGY

- PREMIUM GMC INFOTAINMENT SYSTEM
- 13.4" DIAG COLOR TOUCHSCREEN
- W/GOOGLE BUILT-IN COMPATIBILITY INCLUDING NAV CAPABILITY, BLUETOOTH FOR MOST PHONES
- WIRELESS APPLE CARPLAY & WIRELESS ANDROID AUTO FOR COMPATIBLE PHONES
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- SIRIUSXM AUDIO WITH SXM TRIAL SUBSCRIPTION
- COLOR DRIVER INFO CENTER 12.3"
- KEYLESS OPEN AND START
- REAR SEAT REMINDER

INTERIOR

- REAR HVAC VENTS
- FRONT 40/20/40 BENCH SEATS
- WITH CENTER ARMREST STORAGE
- 60/40 REAR FOLDING BENCH SEAT
- CARPETED FLOOR COVERING

EXTERIOR

- CORNERSTEP REAR BUMPER
- POWER ADJUSTABLE HEATED TRAILERING MIRRORS
- FRONT RECOVERY HOOKS
- TAILGATE
- HEADLAMPS, ANIMATED LED PROJECTORS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$57,400.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

- SLE VALUE PACKAGE 2,330.00
- SLE CONVENIENCE PACKAGE
- DUAL-ZONE CLIMATE CONTROL
- 10-WAY POWER DRIVER SEAT
- MANUAL TILT AND TELESCOPING STEERING COLUMN
- LED FOG LAMPS

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- SLE HEATED PACKAGE
- HEATED DRIVER AND PASSENGER SEATS
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- REMOTE START PACKAGE
- REMOTE VEHICLE START
- THEFT-DETERRENT SYSTEM
- DEFOGGER, REAR-WINDOW
- BEDLINER, SPRAY-ON
- REAR AXLE - 3.73 RATIO INC.
- GVWR, 10,450 LBS. (4740 KG) INC.

TOTAL OPTIONS	\$2,330.00
TOTAL VEHICLE & OPTIONS	\$59,730.00
DESTINATION CHARGE	2,595.00
TOTAL BEFORE SAVINGS	\$62,325.00
SLE VALUE PACKAGE DISCOUNT	-500.00

TOTAL VEHICLE PRICE* \$61,825.00

California Air Resources Board

Gasoline Vehicle

Environmental Performance

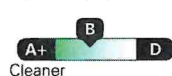
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



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WARNING
Cancer and Reproductive Harm
www.P65Warnings.ca.gov/passenger-vehicle
SEE OWNER'S MANUAL

ORDER NO F0KMBH SALES CODE E
SALES MODEL CODE TK20743
DEALER NO 40533
FINAL ASSEMBLY: FLINT, MI U.S.A.

VIN 1GT4UME78TF172023 REISSUE

DEALER TO WHOM DELIVERED
BORJON AUTO CENTER
PO BOX 1108
PASO ROBLES, CA 93447-1108



This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE

Buyer Name and Address (Including County and Zip Code) TOWN OF YUCCA VALLEY 57090 TWENTYNINE PALMS HIGHWAY YUCCA VALLEY, CA 92284 SAN BERNARDINO Cell: Email:jbowers@yucca-valley.org	Co-Buyer Name and Address (Including County and Zip Code) NA Cell: Email:	Seller-Creditor (Name and Address) BORJON AUTO CENTER 2345 GOLDEN HILL RD PASO ROBLES, CA 93446
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2026	GMC SIERRA K2500 SL	9	1GT4UME78TF172023	Personal, family, or household unless otherwise indicated below ☒ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 62776.19 (e)	\$ NA (e)	\$ 0.00 is \$ 62776.19 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	\$ NA	NA
One Payment of	\$ NA	NA
One Payment of	\$ NA	NA
NA	\$ NA	MONTHLY beginning 01/24/2026
NA	\$ NA	NA
One final payment	\$ 62776.19	DUE ON: 01/24/2026

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ NA Ded. Comp., Fire & Theft	NA Mos.	\$ NA
\$ NA Ded. Collision	NA Mos.	\$ NA
Bodily Injury \$ NA Limits	NA Mos.	\$ NA
Property Damage \$ NA Limits	NA Mos.	\$ NA
Medical NA	NA Mos.	\$ NA
NA	NA Mos.	\$ NA
Total Vehicle Insurance Premiums		\$ NA

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

TOWN OF YUCCA VALLEY

Buyer X	
Co-Buyer X	NA
Seller X	

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X	NA	Co-Buyer Signature X	NA
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AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: NA

Pre-Contract Disclosure (Retail Installment Sale Contract)

Identification of Parties

Buyer Name(s) ("you") TOWN OF YUCCA VALLEY		Contract Date 12/09/2025	Buyer's Email jbowers@yucca-valley.org
Address: Street City State Zip 57090 TWENTYNINE PALMS HIGHWAY YUCCA VALLEY, CA 92284		Buyer's Telephone	
Dealership BORJON AUTO CENTER		Dealer's Telephone 805-238-4515	

Identification of Vehicle ("Vehicle")

Year 2026	Make GMC	Model SIERRA K2500 SL	VIN 1GT4UME78TF172023
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Optional Goods and Services

The following goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

☐ Optional Theft Deterrent Device(s):

(1) NA	\$ NA
(2) NA	\$ NA
(3) NA	\$ NA

☐ Optional Surface Protection Product(s):

(1) NA	\$ NA
(2) NA	\$ NA

☐ Optional Service Contract(s):

(1) NA	\$ NA
(2) NA	\$ NA
(3) NA	\$ NA
(4) NA	\$ NA
(5) NA	\$ NA

☐ Optional Debt Cancellation Agreement or Guaranteed Asset Protection Waiver: NA \$ NA

☐ Optional Vehicle Contract Cancellation Option Agreement: NA \$ NA

☐ Optional Insurance Product: NA \$ NA

Total \$ NA

Installment Payment EXCLUDING Listed Items: \$ 62776.19

Installment Payment INCLUDING Listed Items: \$ 62776.19

THE ABOVE INSTALLMENT PAYMENTS INCLUDE THE ITEMS DESCRIBED ABOVE, THE PRICE OF THE VEHICLE, GOVERNMENT FEES AND TAXES, FINANCE CHARGES, AND THE ADDITIONAL CHARGES SHOWN BELOW.

Other Goods, Services and Miscellaneous Charges

Cash Price of Additional Accessories	\$ 500.00	Emissions Testing Charge	\$ NA
Other (Nontaxable)	\$ NA	Prior Credit or Lease Balance	\$ NA
NA	\$ NA	Other (to whom paid) NA	\$ NA
EV Charging Station	\$ NA	For: NA	
Electronic Vehicle Registration or Transfer Charge	\$ 35.00	Other (to whom paid) NA	\$ NA
Document Processing Charge	\$ 85.00	For: NA	

By signing below, you acknowledge:

- All of the charges described above will be included in the retail installment sale contract accompanying the purchase of the Vehicle.
- This document was presented to you prior to signing the retail installment sale contract and you consent to including all the above charges in the retail installment sale contract.
- The goods and services are NOT required as a condition to obtaining financing terms for the purchase of the Vehicle.

Date 12/09/2025

Buyer's Signature

Co-Buyer's Signature

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories \$ 57600.00 (A)
 1. Cash Price Vehicle \$ 57100.00
 2. Cash Price Accessories \$ 500.00
 3. Other (Nontaxable) Describe NA \$ NA
 4. Other (Nontaxable) Describe NA \$ NA
 B. Document Processing Charge (not a governmental fee) \$ 85.00 (B)
 C. Emissions Testing Charge (not a governmental fee) \$ NA (C)
 D. (Optional) Theft Deterrent Device(s)
 1. (paid to) NA \$ NA (D1)
 2. (paid to) NA \$ NA (D2)
 3. (paid to) NA \$ NA (D3)
 E. (Optional) Surface Protection Product(s)
 1. (paid to) NA \$ NA (E1)
 2. (paid to) NA \$ NA (E2)
 F. EV Charging Station (paid to) NA \$ NA (F)
 G. Sales Tax (on taxable items in A through F) \$ 5047.44 (G)
 H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MVSC \$ 35.00 (H)
 I. (Optional) Service Contract(s)
 1. (paid to) NA \$ NA (I1)
 2. (paid to) NA \$ NA (I2)
 3. (paid to) NA \$ NA (I3)
 4. (paid to) NA \$ NA (I4)
 5. (paid to) NA \$ NA (I5)
 J. Prior Credit or Lease Balance (e) paid by Seller to NA \$ NA (J)
 (see downpayment and trade-in calculation)
 K. Prior Credit or Lease Balance (e) paid by Seller to NA \$ NA (K)
 (see downpayment and trade-in calculation)
 L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver \$ NA (L)
 M. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ NA (M)
 N. Other paid to NA For NA \$ NA (N)
 O. Other paid to NA For NA \$ NA (O)
Total Cash Price (A through O) \$ 62767.44 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees Estimated \$ NA (A)
 B. Registration/Transfer/Titling Fees \$ 0.00 (B)
 C. California Tire Fees \$ 8.75 (C)
 D. Other NA \$ NA (D)
Total Official Fees (A through D) \$ 8.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee \$ NA (4)
Subtotal (1 through 4) \$ 62776.19 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)):
 Vehicle 1 \$ NA Vehicle 2 \$ NA (A)
 B. Total Less Prior Credit or Lease Balance (e)
 Vehicle 1 \$ NA Vehicle 2 \$ NA (B)
 C. Total Net Trade-In (A-B)
 Vehicle 1 \$ NA Vehicle 2 \$ NA (C)
 D. Deferred Downpayment Payable to Seller \$ NA (D)
 E. Manufacturer's Rebate \$ NA (E)
 F. Other NA \$ NA (F)
 G. Other NA \$ NA (G)
 H. Other NA \$ NA (H)
 I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ NA (I)
Total Downpayment (C through I) \$ 0.00 (6)
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) \$ 62776.19 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term NA Mos. NA
 Name of Agreement
 I want to buy a debt cancellation agreement or GAP waiver.
 TOWN OF YUCCA VALLEY
Buyer Signs X

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company NA
 Term NA Mos. or NA Miles
 I2 Company NA
 Term NA Mos. or NA Miles
 I3 Company NA
 Term NA Mos. or NA Miles
 I4 Company NA
 Term NA Mos. or NA Miles
 I5 Company NA
 Term NA Mos. or NA Miles
 TOWN OF YUCCA VALLEY
Buyer X

Trade-In Vehicle(s)

1. Vehicle 1
 Year NA Make NA
 Model NA Odometer NA
 VIN NA
 a. Agreed Value of Property \$ NA
 b. Buyer/Co-Buyer Retained Trade Equity \$ NA
 c. Agreed Value of Property
 Being Traded-In (a-b) \$ NA
 d. Prior Credit or Lease Balance \$ NA
 e. Net Trade-In (c-d) (must be ≥ 0
 for buyer/co-buyer to retain equity) \$ NA
2. Vehicle 2
 Year NA Make NA
 Model NA Odometer NA
 VIN NA
 a. Agreed Value of Property \$ NA
 b. Buyer/Co-Buyer Retained Trade Equity \$ NA
 c. Agreed Value of Property
 Being Traded-In (a-b) \$ NA
 d. Prior Credit or Lease Balance \$ NA
 e. Net Trade-In (c-d) (must be ≥ 0
 for buyer/co-buyer to retain equity) \$ NA

Total Agreed Value of Property Being Traded-In (1c+2c) \$ NA *
Total Prior Credit or Lease Balance (1d+2d) \$ NA *
Total Net Trade-In (1e+2e) \$ NA *
 (*See item 6A-6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before NA, Year NA.
 SELLER'S INITIALS NA

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X

Co-Buyer Signs X NA

SELLER'S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section below giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X

Co-Buyer X NA

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X

X NA

Seller's Right to Cancel

- Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

NA

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X TOWN OF VUCCA VALLEY

Co-Buyer Signature X NA

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X TOWN OF VUCCA VALLEY Date 12/09/2025 Co-Buyer Signature X NA Date NA
Buyer Printed Name TOWN OF VUCCA VALLEY Co-Buyer Printed Name NA

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name NA Title NA
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X NA Address NA

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X NA Date NA Address NA
Guarantor X NA Date NA Address NA

Seller Signs BORJON AUTO CENTER Date 12/09/2025 By X Title MANAGER

Seller assigns its interest in this contract to CASH (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller BORJON AUTO CENTER

By X Title MANAGER

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)



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

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



To: Town Council

From: Evan Willoughby, Assistant Planner, Shane Stueckle, Deputy Town Manager

Date: January 6, 2026

Meeting Date: January 20, 2026

Subject: Mural License and Installation and Maintenance Agreement - Wall Mural Permit (M) 02-25

Recommendation:

As recommended by the Planning Commission and the Parks, Recreation, and Cultural Commission, that the Town Council approves and authorizes the Town Manager to sign the Mural License and Installation and Maintenance Agreement – Wall Mural Permit (M) 02-25.

Prior Review:

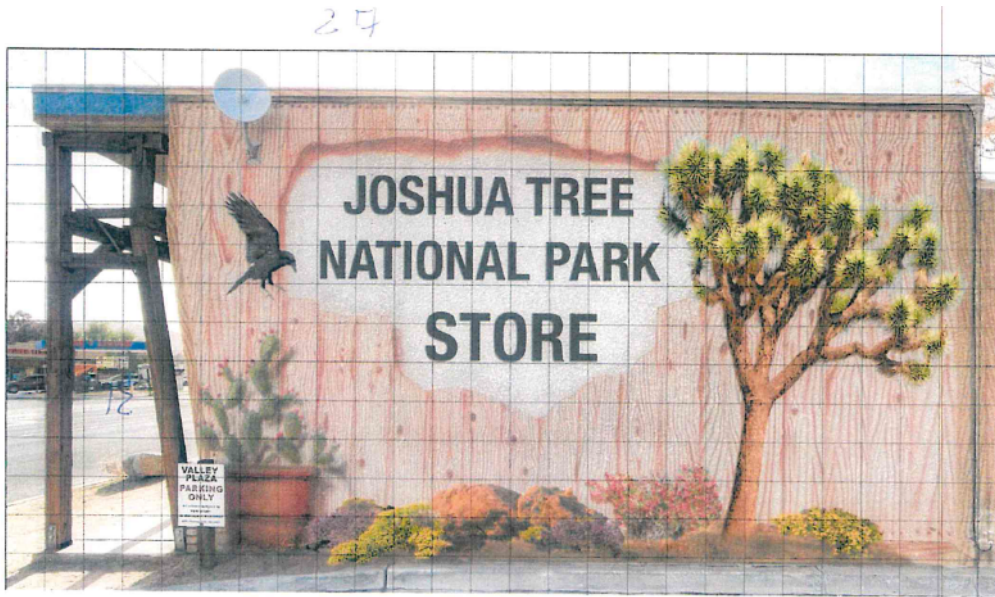
There has been no prior Town Council review of this item.

Discussion:

Pursuant to the Mural Policy adopted by the Town Council on February 21, 2023, the Planning Commission is the review authority for the approval of placement and application of proposed murals and the Parks, Recreation and Cultural Commission is the review authority for mural content, design, and artist qualifications. The Town Council is the review authority for approval of agreements and/or easements. The agreement allows the Town to directly regulate the design of the mural.

On September 23, 2025, the Town's Planning Commission approved (Vote 5-0) the placement of Wall Mural Permit No. (M) 02-25, a mural located on the east building wall of the Joshua Tree National Park Association building at 55922 Twentynine Palms Highway.

On November 13, 2025, the Town's Parks, Recreation, and Cultural Commission approved (Vote 4-0) the design, content, and Artist qualifications for Wall Mural Permit No. (M) 02-25 for the mural and proposed signage, pictured below.



The Town's adopted Mural Program Policy requires each Wall Mural applicant to enter into an agreement with the Town, through a mural easement agreement or similar, attached to this staff report.

There have been no public comments or written testimony on this matter submitted to staff as of the writing of this report.

Alternatives

N/A

Fiscal Impact:

N/A

Attachments

1. Mural License and Installation & Maintenance Agreement 55922 Twentynine Palms Highway
2. M 02-25 @ 55922 Twentynine Palms Highway - Application
3. M 02-25 @ 55922 Twentynine Palms Highway - Plans & Art
4. TOWN OF YUCCA VALLEY - MURAL PROGRAM POLICY - ADOPTED FEBRUARY 21, 2023
5. M 02-25 9_23_2025 PC Minutes
6. M 02-25 Draft Minutes - 11_13_2025 PRCC

**MURAL LICENSE AND INSTALLATION & MAINTENANCE AGREEMENT
WALL MURAL PERMIT (M) 02-25 55922 29 PALMS HWY**

This MURAL LICENSE AND INSTALLATION & MAINTENANCE AGREEMENT (the Agreement) is made on _____, 2026, by and between William Heveron (Owner), Linda Shrader (Artist), and the Town of Yucca Valley, a municipal corporation (Town). Owner, Artist, and Town may be referred to, individually or collectively, as Party or Parties.

RECITALS

- A. The Town understands the importance of art in public places and the role that murals play in preserving our culture, conveying the history of our community, beautifying the Town, and advancing the arts.
- B. Murals are permitted under the Town’s Mural Program Policy (the Policy), as adopted by the Town Council on February 21, 2023.
- C. The Policy requires that persons wishing to install a mural on their property submit an application to do so with the Town. The proposed design must be reviewed and approved by the Planning Commission, and the applicant must enter into an agreement with the Town such that the Town can regulate the design, construction, and maintenance of the mural.
- D. On September 23, 2025, the Town’s Planning Commission approved Wall Mural Permit No. (M) 02-25, 55922 29 Palms Hwy for a mural at the Property by Artist, which will include one building frontage, as described in greater detail in Exhibit A, Scope of Work (the Mural).
- E. On November 13, 2025, the Parks, Recreation, and Cultural Commission approved the design and artist qualifications for Wall Mural Permit No. (M) 02-25, for a mural at the Property by Artist, included in Exhibit A, Scope of Work (the Mural).
- F. The Town, Owner, and Artist now wish to enter into this Agreement to ensure the installation and maintenance of the Mural in conformance with the design approved by the Parks, Recreation, and Cultural Commission.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**Article 1
Definitions**

1.1. “Commercial” means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

1.2. “Good condition” means that the mural is free of dirt, debris, and any other object or substance interfering with the public’s view of the Mural.

1.3. “License” means the irrevocable right granted by Licensor to Licensee, to run concurrently with the Agreement, to ensure that the Mural conforms to the requirements of this Agreement and the Town’s Policy.

1.4. “Mural” means a picture or representation, in any type of medium, on an exterior surface of a building, structure, fence or garden wall.

Article 2 Owner’s Covenants

2.1. Authorization. Owner covenants that Owner owns the property located at 55922 Twentynine Palms Highway, APN 058631106 (the “Property”), is authorized to permit the Mural’s installation the approved façade of the Property, and will permit Artist to do so following this Agreement’s execution.

2.2. Maintenance and Repair. Owner covenants to maintain and repair the Mural during the term of this Agreement so that the Mural is at all times in a state of good condition.

Article 3 Artist’s Covenants

3.1. Installation. Artist covenants to complete installation of the Mural on Building within 60 days after this Agreement’s execution.

3.2. Necessary Artistic Repairs. Artist covenants to assist Owner in making any necessary repairs to the Mural’s artistic content, including, but not limited to, restoring a damaged portion of the Mural’s content.

3.3. Ownership. Except as provided below, the Mural will be fully owned by Owner, and Owner may use the Mural in its own promotional materials. Owner, however, will not hold a license to reproduce or sell the Mural to a third party, except that if the Property is sold, the Mural may be sold to the new property owner.

Article 4 Term, Termination, and Extension

4.1. Term. This Agreement shall have a term of ten (10) years from the date of execution, unless terminated pursuant to Article 4.

4.2. Owner’s Termination. Owner may elect to terminate this Agreement without any liability to Artist or Town if Artist: (a) fails to install the mural as specified in this Agreement; or (b) fails to complete installation of the mural on the date required by Section 3.1 for any reason. In the event of such termination, Owner may elect to cover or remove those parts of the Mural that have been installed.

4.3. Town’s Termination. Town may elect to terminate this Agreement without any liability to Artist or Owner if the Mural is not maintained in accordance with Section 7.1.

4.4. Extension. The Parties hereto may mutually agree in writing to extend the term of this Agreement for successive five (5) year periods.

Article 5 Mural Specifications

5.1. Content. The Mural shall conform to the design approved by the Parks, Recreation and Cultural Commission as attached in Exhibit A. Any deviation from the design that is not approved in writing by the Town is a violation of this Agreement and triggers the Town's right of access specified in Section 7.2.

5.2. Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the mural.

5.3. Configuration and Dimensions. The Mural shall be of the same configuration and dimensions as the scale rendition approved by the Planning Commission and Owner.

Article 6 Installation

6.1. Time of Installation. Artist shall begin installing the Mural as soon as reasonably practicable after this Agreement's execution.

6.2. Notice of Installation. Artist shall provide advance notice in writing to Owner of the date and time Artist intends to install the Mural. Artist may thereafter proceed with the installation if Owner is not present, unless Owner notifies Artist in writing otherwise.

6.3. Materials. Artist shall be responsible for providing all materials necessary to install the Mural. Payment for the Mural, including materials costs, shall be negotiated between Owner and Artist. The Town shall contribute no funds to the project.

6.4. Landscape Protection and Removal. To the extent reasonably practicable under the circumstances, Artist shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Artist shall be responsible for replacing the landscaping after completing installation. Prior to removing or altering any landscaping on the Property, Artist shall first acquire Owner's consent to such removal or alteration.

6.5. Application for Encroachment Permit. Artist shall determine whether installation of the mural requires an encroachment permit pursuant to Yucca Valley Municipal Code Chapter 12.60, which requires an encroachment permit for any work performed in the public right of way or utility easements in the Town, and, if required, Artist shall acquire said permit prior to commencing the mural's installation.

Article 7 Maintenance and Repairs

7.1. Maintenance and Repairs. Owner shall be responsible for maintaining the Mural in good condition at all times while this Agreement is in force. If, for any reason, the Mural is not so maintained, as determined by Town, Town shall notify Owner of the need to perform maintenance and/or repairs and identify the actions necessary for compliance with this provision. If, after thirty (30) days from the date of the Town's notification to Owner of the need for maintenance and/or repairs, Owner has not performed the actions identified by Town as being necessary for compliance with this provision, Town as the Licensee may enter Owner's property and perform any necessary maintenance and/or repairs at Owner's expense.

7.2. License; Right of Access. Owner (Licensor) hereby grants Town and Artist (Licensees) an irrevocable License, including the right of access to the Property, to paint the Mural and to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the Mural remains in good condition and conforms to the approved design (Exhibit A) while this Agreement is in force. The irrevocable License will run concurrently with the term of this Agreement. In the event that Licensor modifies the Mural without the written consent of the Licensees, Licensees may provide Licensor with a written notice to cure within a specified time; if Licensor fails to cure, Licensees may enter the Property and either correct the violation by hiring Artist to do so, or the Town may paint over the Mural. Any costs associated with curing the violations shall be borne by Licensor, including Licensees' attorneys' fees.

Article 8 Removal

8.1. Removal by Town. Town may remove the Mural at Owner's expense if Owner fails to maintain the Mural in good condition as provided in Section 7.1.

8.2. Removal by Owner. Owner may remove the mural at Owner's expense if Owner reasonably determines that the mural is harming the Property or limiting Owner's ability to use the Property for the purpose for which it is intended; provided that Owner shall provide Artist and Town with sixty (60) days' notice that Owner intends to remove the mural at the end of the notice period. If possible, Owner shall work with Artist and Town to find another suitable site for the mural.

Article 9 Insurance and Indemnification

9.1. Insurance. Owner agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by the Town as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Town Manager. Owner agrees to provide the Town with copies of the required policies upon request.

9.2. Indemnification and Coordination. Owner agrees:

(i) to indemnify Town and Artist for any costs either party incurs in connection with the Mural caused by the actions of the Owner, their officers, employees, or agents, or any person who was under their control insofar as permitted by law. Further, Owner agrees to hold harmless, indemnify, and defend Artist and the Town of Yucca Valley, its officials, members, agents, and employees (collectively the Indemnified Parties) against any claims, costs, damages, demands, liability, and notices, or any of these, arising or resulting from any damage or injury proximately caused by actions of either Indemnified Party in connection with the Mural, regardless of whether the either Indemnified Party is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability, and notices, or any of these, caused solely by the negligence or willful misconduct of either Indemnified Party; and

(ii) to cooperate with the Town to respond to specific risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the activity contemplated by this Agreement.

Article 10

Intellectual Property

10.1. Ownership: Town, its successors and assigns, shall own all rights in the mural except as specified below.

10.2. Copyright. Subject to the restrictions and usage rights and licenses granted to Owner hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the mural.

10.3. Owner's Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to Town an unlimited and irrevocable license to do the following with respect to the Mural:

(i) Owner may use and display the mural on the Property only.

(ii) Owner and Town may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the mural. Owner and Town may use such reproductions for any Owner-related or Town-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. Owner and Town shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and Town shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Title of Artwork]" © [Year of completion] by [Artist's name]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. Neither Owner nor Town may license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the mural or to reproductions.

10.4. Third Party Infringement. Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Neither Owner nor Town is responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify Owner and Town against any claims brought against Owner or Town alleging that the mural infringes the intellectual property rights of any third parties.

10.5. Publicity. Owner and Town shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the mural. Artist shall be reasonably available to attend any ceremonies related to the mural.

10.6. Trademark. In the event that Owner's or Town's use of the mural creates trademark, service mark or trade dress rights in connection with the mural, Owner and Town shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

10.7. Waiver of Artist's Rights. With respect to the mural produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist hereby waives any and all claims, arising at any time and under any circumstances, against Owner and Town, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987, et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§ 987, et seq., or any other type of moral right protecting the integrity of works of art. Specifically, Artist hereby waives any and all such claims against Owner or any future owners of the Property, and its agents, officers and employees, and Town. Artist hereby represents and warrants that the Artist is authorized to sign this waiver.

Article 11

Miscellaneous Provisions

11.1. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ONE PARTY TO THIS AGREEMENT BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM MADE BY THAT PARTY IS BASED ON CONTRACT OR TORT.

11.2. Survival. The provisions contained in Article 10 shall survive the expiration or termination of this Agreement.

11.3. Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.4. Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Bernardino County.

11.5. Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

11.6. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions.

11.7. Counterparts. This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

11.8. Relationship of the Parties. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.

11.9. Attorneys' Fees. In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recovery of its attorney's fees, litigation expenses, and court costs incurred in the action brought thereon. Attorney's fees and litigation expenses shall include without limitation costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgment. "Prevailing party" shall be defined as the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any party recovers other than monetary relief and in situations other than as specified herein, the prevailing party shall be as determined by the court.

11.10. Notices. Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

Owner: William Heveron
PO Box 226
Pioneertown, CA 92268
Email: Bill@table.com

Artist: Linda Shrader

Email: _____

Town Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Attn: Town Manager
Email: townmanager@yucca-valley.org

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

Owner

William Heveron

Artist

Linda Shrader

Town

Curtis Yakimow, Town Manager

EXHIBIT A

SCOPE OF WORK





Mural Permit Application

Date Received 5.29.2025
By W
Fee \$402.00
Case # M02-25

General Information

APPLICANT Joshua Tree National Park Association Phone 760.367.5525
Mailing Address 74485 National Park Dr. Email mail@joshuatree.org
City Twentynine Palms State CA Zip 92277
REPRESENTATIVE Jacqueline Guzman Phone 760.844.9278
Mailing Address 74485 National Park Dr. Email jacqueline@joshuatree.org
City Twentynine Palms State CA Zip 92277
PROPERTY OWNER Bill Heveron/Joshua Heveron Phone 760.218.4801
Mailing Address PO Box 226 Email Bill@table.com
City Pontertown State CA Zip 92268

Project Information

Business Name Joshua Tree National Park Association Assessor Parcel Number(s) 0586-311-06-0000
Business Address 55922 Twentynine Palms Hwy
Linear feet of subject business: 2,762 ft.
710 ft.
Total street frontage of property: _____
Measurement of proposed mural: 13'4" X 27'11"
Colors & Materials: Black, Greens, Browns - Paint Lighting: N/A
Applicant Signature [Signature]
Property Owner Signature [Signature]

Town of Yucca Valley
Community Development Department
Planning Division
58928 Business Center Drive
Yucca Valley, CA 92284
760 369-6575 Fax 760 228-0084
www.yucca-valley.org

Owner/Applicant Authorization

Applicant/Representative: I/We have reviewed this completed application and the attached material. The information included with this application is true and correct to the best of my/our knowledge. I/We further understand that the Town may not approve the application as submitted, and may set conditions of approval. Further, I/We understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records. This application does not guarantee approval or constitute a building permit application.

Signature: _____

Name: _____

Date: _____

JL
Jacqueline Guzman
5-2/25

Property Owner: I/We certify that I/We are presently the legal owner(s) of the above described property (If the undersigned is different from the legal property owner, a letter of authorization must accompany the form). Further, I/We acknowledge the filing of this application and certify that all of the above information is true and accurate. I/We understand that I/We are responsible for ensuring compliance with conditions of approval. I/We hereby authorize the Town of Yucca Valley and or/its designated agent(s) to enter onto the subject property to confirm the location of existing conditions and proposed improvements including compliance with applicable Town Code Requirements. Further, I/We understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records. This application does not guarantee approval or constitute a building permit application. I am hereby authorizing

_____ to act as my agent and is further authorized to sign any and all documents on my behalf.

Signature: _____

Name: _____

Date: _____

Joshua Rivas Herrow
Joshua Rivas Herrow
5-2-25

27



Lettered portion is 84"h x 131"w at its highest and widest points.

JTNPA Wall Mural Color Swatch Board:



PANTONE 16-1439
Caramel



PANTONE 12-0723
Corn Kernels



PANTONE 19-3911
Black Beauty



PANTONE 14-0952
Spicy Mustard



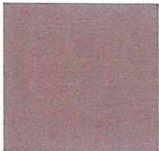
PANTONE 18-1345
Cinnamon Stick



PANTONE 18-1421
Baltic Amber



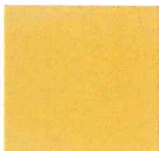
PANTONE 18-1307
Coffee Quartz



PANTONE 18-3513
Grape Compote



PANTONE 19-4103
Silhouette



PANTONE 12-0650
Summer Sun



PANTONE 15-1910
Rosy Future



PANTONE 16-3610
Quiet Violet



PANTONE 19-0323
Chive



PANTONE 19-1524
Oxblood Red



PANTONE 17-1230
Mocha Mousse



PANTONE 19-1527
New Maroon



PANTONE 14-0848
Mimosa



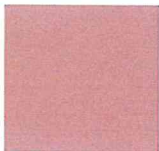
PANTONE 17-0542
Pepper Stem



PANTONE 18-0307
Dark Night



PANTONE 16-1140
Yam



PANTONE 14-1715
Poignant Pink



PANTONE 19-0914
Solemnity



PANTONE 18-0625
Martini Olive



PANTONE 18-5806
Agave Green



PANTONE 16-0123
Tendril



PANTONE 15-0343
Greenery



PANTONE 17-2031
Fuchsia Rose



PANTONE 18-0930
Coffee Liqueur



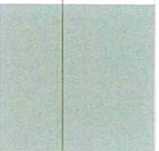
PANTONE 15-0544
Grenoble Green



PANTONE 18-4021
Burnt Ash



PANTONE 14-3700
Gray Daze



PANTONE 16-4411
Tourmaline



PANTONE 19-4206
Black Robe



PANTONE 19-4000
Affenpinscher



PANTONE 19-4310
Gray Whale



PANTONE 18-3801
Pyrite

TOWN MURAL PROGRAM POLICY

1. **Location:** Properties within commercial (C-MU, C-N, C-G, C-C, C-O) and Old Town (OTHC, OTI/C, OTMU, OTC/R) zoning districts are eligible to apply for a Wall Mural permit.
2. **Maximum Number of Murals Per Site:** One (1) mural per building wall may be approved by the Planning Commission.
3. **Advertisement Value:** Words and/or images shall not be incorporated within a proposed mural which specifically identifies or reflects the business, products and/or services provided by the business occupying the structure, except that business name may be included within a mural with the maximum size of the business name not exceeding a size allowed by the Town's approved sign code, subject to Parks, Recreation, and Cultural Commission Approval.
4. **Design Theme:** Murals emphasizing local history, geography, flora, fauna, culture, and heritage of the Town are encouraged; however, all submissions for wall murals are welcome. The design shall be applied by a qualified mural artist as determined by the Parks, Recreation, and Cultural Commission.
5. **Sign Area:** Wall murals shall not be calculated as business advertising signage and is not subject to the maximum wall sign area ratio. Murals can occupy an entire single wall on which the mural is applied.
6. **Color Scheme:** The colors used in the mural signs are encouraged to be complimentary and harmonious with the exterior colors of the building, however all color schemes may be considered.
7. **Illumination:** Illumination shall conform with the Town's lighting standards. Lighting shall be fully shielded or recessed in such a manner as to preclude adverse impacts to adjacent property as a result of light trespass, or to any member of the public who may be traveling on adjacent roadways or right-of-way. Illumination shall not result in any light trespass, as measured at the property line of the subject property.
8. **Materials:** Paint used in wall murals shall be appropriate for use in outdoor locale and shall be permanent and long-lasting. As feasible, murals shall be

TOWN OF YUCCA VALLEY – MURAL PROGRAM POLICY
ADOPTED BY TOWN COUNCIL ON FEBRUARY 21, 2023

vandal/graffiti resistant. Wall murals shall not contain electrical or mechanical components, changing images, or automated methods resulting in movement or change of mural image or messaging.

9. **Maintenance:** Murals shall be maintained or removed if not maintained. Examples of a mural requiring maintenance include, but are not limited to, paint fading or chipping and damage to the surface of the wall or mural. If the property changes ownership, the new owner is responsible to either remove or maintain the existing mural.
10. **Permitting Process:** Planning Commission approval shall be required for mural placement and application, and the Parks, Recreation, and Cultural Commission approval shall be required for mural content, design, and artist qualifications.
11. **Agreement with the Town:** Each Wall Mural Applicant is required to enter into an agreement with the Town, through a mural easement agreement or similar. The agreement allows the Town to directly regulate the design of the mural.
12. **Findings:** Prior to approving a Wall Mural application, the Planning Commission shall find and justify that all of the following are true:
 - A. The proposed mural exhibits exceptional design quality and incorporates high quality material that enhance the overall development and appearance of the site and will not have an adverse impact on the safe and efficient movement of vehicular or pedestrian traffic;
 - B. The proposed mural is well integrated with the buildings and other elements of the property;
 - C. The proposed mural, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the Town's unique character and quality of life;
 - D. The proposed mural is consistent with the goals, policies and standards of the Town's General Plan and applicable specific plans;
 - E. That the granting the Wall Mural Permit is based upon its distinct quality and does not constitute a granting of special privileges beyond those provided for by criteria provided above.

Mural Easement and PRCC Public Art Policy

Each mural applicant will be required to enter into an agreement with the Town, through a mural easement or similar tool. The agreement allows the Town to have a financial interest, if the program is ultimately approved by the Town Council, in the mural and allows the Town to regulate the design of the mural.

The PRCC Public Art Policy is directed towards developing a high-quality permanent art collection for the community. Public Art includes art that is displayed for two weeks or more in open Town-controlled area, on the exterior of any Town-maintained facility, within any Town owned facility, and/or in areas designated or commonly regarded as public areas, lobbies, and public assembly areas.

The work of art may include murals. The mural easement agreement would enable the Town to have both a financial interest and regulatory capability on murals. As such, consideration may be provided to the mural program being incorporated into the PRCC Public Art Policy and the PRCC as the reviewing authority for murals.

Tumbleweed Sanctuary, from the agenda in order to provide additional time for the applicant to address parking requirements.

Result: (Yes 5, No 0, Abstained 0)

Mover: Commissioner Mathew Thomas

Second: Commissioner J Clint Stoker

Ayes: James Henderson, Gerard Noonan, J Clint Stoker, Mathew Thomas, and Alejandro Vasconcelos

Department Reports

7. Wall Mural Permit (M) 02-25, 55922 Twentynine Palms Highway

Motion:

That the Planning Commission finds that the project is exempt from CEQA under Section 15301, Class 1, Existing Facilities since the proposed project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing private structure;

And that the Planning Commission approves the placement and application for proposed murals, Wall Mural Permit (M) 02-25, an application to install murals on the façade of the commercial structure located at 55922 Twentynine Palms Highway, based upon the information contained within the staff report;

And that the Planning Commission recommends that the Parks, Recreation, and Cultural Commission review the proposed mural content, design, and artist qualifications.

Result: (Yes 5, No 0, Abstained 0)

Mover: Commissioner Mathew Thomas

Second: Commissioner James Henderson

Ayes: James Henderson, Gerard Noonan, Clint Stoker, Mathew Thomas, Alejandro Vasconcelos

Chair Vasconcelos stated moving on to department reports. Item number seven. Subject is Wall Mural Permit (M) 02-25 at 5592 Twentynine Palms Highway. Staff report, please.

Assistant Planner Willoughby stated thank you, chair, and commission. This is the second mural that you've had the opportunity to review. The recommendation is that the Planning Commission finds the project is exempt from CEQA under Section 15301, Class 1, Existing Facilities, since the proposed project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing private structure, and that the Planning Commission approves the placement and application for proposed murals, Wall Mural Permit 02-25, an application to install a mural on the

facade of the commercial structure located at 55922 Twentynine Palms Highway, based upon the information contained within the staff report. And that the Planning Commission recommends that the Parks, Recreation, and Cultural Commission review the proposed mural content, design, and artist qualifications. This building is at the northeast corner of Cherokee and Highway 62. This is one of the highway-facing sides; this is the south side of the structure that exists today. This is a more corner-facing picture of it, and you can see those existing murals that were installed around 20-plus years ago, and then the west-facing side. This is the east-facing side of that building where the proposed mural is to be located. Here, you can see the proposed improvements, including some flora, fauna. So, you can see a crow or raven, Joshua trees, some desert flowers, and next to that, existing cacti that they have painted. They also have signage where there was some signage previously in a prior business back in 2004, and that is subject to review by the PRCC too.

The findings required from the Planning Commission are as follows. I'll go through the findings themselves. The proposed mural integrates and forms a cohesive theme with the existing murals, exhibiting exceptional design quality and high-quality paint materials to showcase a proposed theme, and will not have an adverse impact on the safe and efficient movement of vehicular or pedestrian traffic. The proposed mural is well integrated with the building, providing additional elements that further enhance the quality of the facade. The proposed mural will not have a substantial adverse effect on abutting property or the permitted use thereof and will contribute to the town's unique character and quality of life. The proposed mural is consistent with the town's adopted mural policy to encourage murals emphasizing local history, geography, flora, fauna, culture, and heritage of the town, and with creativity and art encouraged in the Old Town Specific Plan. And the granting of this wall mural permit is based upon its distinct quality and does not constitute a granting of special privileges beyond those provided for by the criteria in the town mural policy, which is also attached to the staff report. So once again, recommendation is that the project is exempt from CEQA as a Class 1, that the Planning Commission approves the placement and application of proposed murals, and that the Planning Commission recommends that the Parks, Recreation, and Cultural Commission review the proposed mural content, design, and artist qualifications. And then staff is available to answer questions following public comment.

Chair Vasconcelos stated thank you. Is there anyone in the public who wishes to make any comments on this topic? Anyone online? Close public comment. Bring it back to commissioner comments. We'll go with Commissioner Noonan.

Commissioner Noonan stated I don't have any comments. I think it looks fine to me. So, I would recommend that we follow the recommendations.

Chair Vasconcelos stated Commissioner Henderson.

Commissioner Henderson stated oh, I think it looks absolutely beautiful. Just a question. So, this applicant is the Joshua Tree National Park Association. Have they always been there? Is that a new location? And then this is going to be their store for

the association?

Assistant Planner Willoughby stated my understanding is there have been prior uses in this building, churches, and other various retail uses. They have not always been there. I think they've been there for a few years now.

Commissioner Henderson stated alright, thank you.

Chair Vasconcelos stated Vice Chair Thomas.

Commissioner Thomas stated thank you. Yeah, I like the mural. I'm in agreement with my other commissioners here, and I think it looks great.

Chair Vasconcelos stated Commissioner Stoker.

Commissioner Stoker stated I also appreciate the placement, and it was already a mural before. My one question is, you guys mentioned the size of the existing text. Does the existing text match up with their allowed signage for that face?

Assistant Planner Willoughby stated I don't have the exact dimension of that building frontage, but for Old Town Specific Plan building wall signs, the sign ratio is based upon one to two. So, one linear foot of building wall, two square feet of signage is allowed, so.

Commissioner Stoker stated yeah. So, it would conform.

Assistant Planner Willoughby stated yeah, yeah.

Commissioner Stoker stated okay. Cool. Thank you. That's my only question is whether the sign conforms.

Chair Vasconcelos stated all right. Yeah. I too agree. This is a good application. I think that the mural that's painted fits perfectly with the facade of the building and the surrounding areas. And to go along with even the signage aspect of it and the signage that they have on this building, there's very little. In fact, I didn't even know that that's what the sign said on that building because it's so small. So, this is nice. I don't think this should be an issue to get it passed and recommended to the PRCC as well. So can we get a motion for that?

8. Wall Mural Permit (M) 03-25, 55386 Twentynine Palms Highway

Motion:

That the Planning Commission finds that the project is exempt from CEQA under Section 15301, Class 1, Existing Facilities since the proposed project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing private structure;

Department Reports

3. Public Art – Wall Mural Permit Application Review, (M) 02-25

Sue Earnest, Community Services Manager, presented the staff report. This item has been passed down by the Planning Commission since it refers to a private mural on private property. The PRCC needs to review and approve the proposed mural content, design and artist qualifications as required by the Town of Yucca Valley Mural Policy. After PRCC approval, it will go to the Town Council for final approval. The proposed mural by the Joshua Tree National Park Association can be seen in the full packet agenda. Sue Earnest explained the Town Mural Policy and let the PRC Commission know that the mural is in compliance with the policy.

No Public Comment

Commissioners Comments/Questions:

Commissioner Burns- I love it, it is beautiful. The design goes with the other murals we have around the area.

Commissioner Ripley- What do we consider artist qualifications? What are we looking for in an artist's designation to justify their potential work? Also, does the commission determine who is qualified or does the applicant have to do that?

Sue Earnest responded we are looking for a qualified background so we don't have murals in town that are not using the proper materials. They should have an art background so they have a cohesive design. The property owner is required to provide an extensive background on their muralist.

Commissioner Ripley- She has an extensive mural experience.

Commissioner Monnie- It is consistent with the parameters that the Town has. I like the image and fully support it.

Vice Chair Rauch- I agree with all the commissioners comments. It is beautiful and follows the guidelines as stated in the mural policy.

Motion:

The Parks, Recreation & Cultural Commission reviewed and approved the proposed mural content, design, and artist qualifications as required by the Town Mural Program Policy for Wall Mural Permit (M) 02-25, an application to install murals on the façade of the commercial structure located at 55922 Twentynine Palms Highway, based upon the information contained within the staff report, and direct staff to forward the recommendation to the Town Council.

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

Mover: Commissioner Matt Rauch

Second: Commissioner Charlotte Burns

Ayes: Matt Rauch, Charlotte Burns, Kim Monnie, Megan Ripley

4. Public Art – Wall Mural Permit Application Review, (M) 03-25

Sue Earnest, Community Services Manager, presented the staff report. This wall mural permit review is for the Matson Ambroise Art Gallery. It is the same recommendation as the previous item. The location is also in the Old Town area. The one difference is that the mural is already up. They wanted approval to keep the mural up and have the permit up to date. The mural is also consistent with the parameters of the Town Mural Policy. Images of the mural and specifications can be seen in the staff report.

No Public Comment

Commissioners Comments/Questions:

Commissioner Burns- I have seen this mural before, I did not realize who the artist was, so that is awesome. I am excited about it and I believe it should not be painted over. It gives an ode to our history and it has great detail.

Commissioner Ripley- Does the store have any information on the history of the building and mural? Looking at the mural I would not know that it is across from the original Harley Davidson store.

Sue Earnest responded that the application does not specify a plaque or other material that mentions the history of that area. They are also not required to.

Commissioner Monnie- Is the building intended to be a gallery? I concur with everyone's comments. I enjoy the mural and have no problem with it.

Sue Earnest responded that we do not know what the building will be used for.

Vice Chair Rauch- I love the color contrast and the nod to history of the building. It is tasteful and in theme with the colors of the area. Did the Planning Commission have any issues with the size of the mural?

Sue Earnest responded that the Planning Commission did not have any concerns with the mural.

Motion:

The Parks, Recreation & Cultural Commission reviewed and approved the proposed mural content, design, and artist qualifications as required by the Town Mural Program Policy for Wall Mural Permit (M) 03-25, an application to install murals on the façade of the commercial structure located at 55386 Twentynine Palms Highway, based upon the information contained within the staff report, and direct staff to forward the recommendation to the Town Council.

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

Mover: Parks, Recreation and Cultural Commissioner Kim Monnie

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



To: Town Council

From: Evan Willoughby, Assistant Planner, Shane Stueckle, Deputy Town Manager

Date: January 7, 2026

Meeting Date: January 20, 2026

Subject: Mural License and Installation and Maintenance Agreement - Wall Mural Permit (M) 03-25

Recommendation:

As recommended by the Planning Commission and the Parks, Recreation, and Cultural Commission, that the Town Council approves and authorizes the Town Manager to sign the Mural License and Installation and Maintenance Agreement – Wall Mural Permit (M) 03-25.

Prior Review:

There has been no prior Town Council review of this item.

Discussion:

Pursuant to the Mural Policy adopted by the Town Council on February 21, 2023, the Planning Commission is the review authority for the approval of placement and application of proposed murals and the Parks, Recreation and Cultural Commission is the review authority for mural content, design, and artist qualifications. The Town Council is the review authority for approval of agreements and/or easements. The agreement allows the Town to directly regulate the design of the mural.

On September 23, 2025, the Town's Planning Commission approved (Vote 5-0) the placement of Wall Mural Permit No. (M) 03-25, a mural located on the west building wall of the Matson Ambrose Art Gallery building at 55386 Twentynine Palms Highway.

On November 13, 2025, the Town's Parks, Recreation, and Cultural Commission approved (Vote 4-0) the design, content, and Artist qualifications for Wall Mural Permit No. (M) 03-25 for the mural, pictured below.



The Town's adopted Mural Program Policy requires each Wall Mural applicant to enter into an agreement with the Town, through a mural easement agreement or similar, attached to this staff report.

There have been no public comments or written testimony on this matter submitted to staff as of the writing of this report.

Alternatives

N/A

Fiscal Impact:

N/A

Attachments

1. Mural License and Installation & Maintenance Agreement 55386 Twentynine Palms Highway
2. M 03-25 @ 55386 Twentynine Palms Highway - Reid - Application
3. M 03-25 @ 55386 Twentynine Palms Highway - Existing Mural Photo
4. TOWN OF YUCCA VALLEY - MURAL PROGRAM POLICY - ADOPTED FEBRUARY 21, 2023
5. M 03-25 9_23_2025 PC Minutes
6. M 03-25 Draft Minutes - 11_13_2025 PRCC

**MURAL LICENSE AND INSTALLATION & MAINTENANCE AGREEMENT
WALL MURAL PERMIT (M) 03-25 55386 29 PALMS HWY**

This MURAL LICENSE AND INSTALLATION & MAINTENANCE AGREEMENT (the Agreement) is made on _____, 2026, by and between Amber Flora Reid Revocable Trust (Owner), Amber Reid (Artist), and the Town of Yucca Valley, a municipal corporation (Town). Owner, Artist, and Town may be referred to, individually or collectively, as Party or Parties.

RECITALS

- A. The Town understands the importance of art in public places and the role that murals play in preserving our culture, conveying the history of our community, beautifying the Town, and advancing the arts.
- B. Murals are permitted under the Town's Mural Program Policy (the Policy), as adopted by the Town Council on February 21, 2023.
- C. The Policy requires that persons wishing to install a mural on their property submit an application to do so with the Town. The proposed design must be reviewed and approved by the Planning Commission, and the applicant must enter into an agreement with the Town such that the Town can regulate the design, construction, and maintenance of the mural.
- D. On September 23, 2025, the Town's Planning Commission approved Wall Mural Permit No. (M) 03-25, 55386 29 Palms Hwy for a mural at the Property by Artist, which will include one building frontage, as described in greater detail in Exhibit A, Scope of Work (the Mural).
- E. On November 13, 2025, the Parks, Recreation, and Cultural Commission approved the design and artist qualifications for Wall Mural Permit No. (M) 03-25, for a mural at the Property by Artist, included in Exhibit A, Scope of Work (the Mural).
- F. The Town, Owner, and Artist now wish to enter into this Agreement to ensure the installation and maintenance of the Mural in conformance with the design approved by the Parks, Recreation, and Cultural Commission.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**Article 1
Definitions**

1.1. "Commercial" means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

1.2. “Good condition” means that the mural is free of dirt, debris, and any other object or substance interfering with the public’s view of the Mural.

1.3. “License” means the irrevocable right granted by Licensor to Licensee, to run concurrently with the Agreement, to ensure that the Mural conforms to the requirements of this Agreement and the Town’s Policy.

1.4. “Mural” means a picture or representation, in any type of medium, on an exterior surface of a building, structure, fence or garden wall.

Article 2 Owner’s Covenants

2.1. Authorization. Owner covenants that Owner owns the property located at 55386 Twentynine Palms Highway, APN 058610104 (the “Property”), is authorized to permit the Mural’s installation upon the approved façade of the Property, and will permit Artist to do so following this Agreement’s execution.

2.2. Maintenance and Repair. Owner covenants to maintain and repair the Mural during the term of this Agreement so that the Mural is at all times in a state of good condition.

Article 3 Artist’s Covenants

3.1. Installation. Artist covenants to complete installation of the Mural on Building within 60 days after this Agreement’s execution.

3.2. Necessary Artistic Repairs. Artist covenants to assist Owner in making any necessary repairs to the Mural’s artistic content, including, but not limited to, restoring a damaged portion of the Mural’s content.

3.3. Ownership. Except as provided below, the Mural will be fully owned by Owner, and Owner may use the Mural in its own promotional materials. Owner, however, will not hold a license to reproduce or sell the Mural to a third party, except that if the Property is sold, the Mural may be sold to the new property owner.

Article 4 Term, Termination, and Extension

4.1. Term. This Agreement shall have a term of ten (10) years from the date of execution, unless terminated pursuant to Article 4.

4.2. Owner’s Termination. Owner may elect to terminate this Agreement without any liability to Artist or Town if Artist: (a) fails to install the mural as specified in this Agreement; or (b) fails to complete installation of the mural on the date required by Section 3.1 for any reason. In the event of such termination, Owner may elect to cover or remove those parts of the Mural that have been installed.

4.3. Town's Termination. Town may elect to terminate this Agreement without any liability to Artist or Owner if the Mural is not maintained in accordance with Section 7.1.

4.4. Extension. The Parties hereto may mutually agree in writing to extend the term of this Agreement for successive five (5) year periods.

Article 5 Mural Specifications

5.1. Content. The Mural shall conform to the design approved by the Parks, Recreation and Cultural Commission as attached in Exhibit A. Any deviation from the design that is not approved in writing by the Town is a violation of this Agreement and triggers the Town's right of access specified in Section 7.2.

5.2. Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the mural.

5.3. Configuration and Dimensions. The Mural shall be of the same configuration and dimensions as the scale rendition approved by the Planning Commission and Owner.

Article 6 Installation

6.1. Time of Installation. Artist shall begin installing the Mural as soon as reasonably practicable after this Agreement's execution.

6.2. Notice of Installation. Artist shall provide advance notice in writing to Owner of the date and time Artist intends to install the Mural. Artist may thereafter proceed with the installation if Owner is not present, unless Owner notifies Artist in writing otherwise.

6.3. Materials. Artist shall be responsible for providing all materials necessary to install the Mural. Payment for the Mural, including materials costs, shall be negotiated between Owner and Artist. The Town shall contribute no funds to the project.

6.4. Landscape Protection and Removal. To the extent reasonably practicable under the circumstances, Artist shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Artist shall be responsible for replacing the landscaping after completing installation. Prior to removing or altering any landscaping on the Property, Artist shall first acquire Owner's consent to such removal or alteration.

6.5. Application for Encroachment Permit. Artist shall determine whether installation of the mural requires an encroachment permit pursuant to Yucca Valley Municipal Code Chapter 12.60, which requires an encroachment permit for any work performed in the public right of way or utility easements in the Town, and, if required, Artist shall acquire said permit prior to commencing the mural's installation.

Article 7

Maintenance and Repairs

7.1. Maintenance and Repairs. Owner shall be responsible for maintaining the Mural in good condition at all times while this Agreement is in force. If, for any reason, the Mural is not so maintained, as determined by Town, Town shall notify Owner of the need to perform maintenance and/or repairs and identify the actions necessary for compliance with this provision. If, after thirty (30) days from the date of the Town's notification to Owner of the need for maintenance and/or repairs, Owner has not performed the actions identified by Town as being necessary for compliance with this provision, Town as the Licensee may enter Owner's property and perform any necessary maintenance and/or repairs at Owner's expense.

7.2. License; Right of Access. Owner (Licensor) hereby grants Town and Artist (Licensees) an irrevocable License, including the right of access to the Property, to paint the Mural and to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the Mural remains in good condition and conforms to the approved design (Exhibit A) while this Agreement is in force. The irrevocable License will run concurrently with the term of this Agreement. In the event that Licensor modifies the Mural without the written consent of the Licensees, Licensees may provide Licensor with a written notice to cure within a specified time; if Licensor fails to cure, Licensees may enter the Property and either correct the violation by hiring Artist to do so, or the Town may paint over the Mural. Any costs associated with curing the violations shall be borne by Licensor, including Licensees' attorneys' fees.

Article 8

Removal

8.1. Removal by Town. Town may remove the Mural at Owner's expense if Owner fails to maintain the Mural in good condition as provided in Section 7.1.

8.2. Removal by Owner. Owner may remove the mural at Owner's expense if Owner reasonably determines that the mural is harming the Property or limiting Owner's ability to use the Property for the purpose for which it is intended; provided that Owner shall provide Artist and Town with sixty (60) days' notice that Owner intends to remove the mural at the end of the notice period. If possible, Owner shall work with Artist and Town to find another suitable site for the mural.

Article 9

Insurance and Indemnification

9.1. Insurance. Owner agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by the Town as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Town Manager. Owner agrees to provide the Town with copies of the required policies upon request.

9.2. Indemnification and Coordination. Owner agrees:

(i) to indemnify Town and Artist for any costs either party incurs in connection with the Mural caused by the actions of the Owner, their officers, employees, or agents, or any person who was under their control insofar as permitted by law. Further, Owner agrees to hold harmless, indemnify, and defend Artist and the Town of Yucca Valley, its officials, members, agents, and employees (collectively the Indemnified Parties) against any claims, costs, damages, demands, liability, and notices, or any of these, arising or resulting from any damage or injury proximately caused by actions of either Indemnified Party in connection with the Mural, regardless of whether the either Indemnified Party is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability, and notices, or any of these, caused solely by the negligence or willful misconduct of either Indemnified Party; and

(ii) to cooperate with the Town to respond to specific risks, hazards, and dangers to public health and safety that are reasonably foreseeable consequences of the activity contemplated by this Agreement.

Article 10

Intellectual Property

10.1. Ownership: Town, its successors and assigns, shall own all rights in the mural except as specified below.

10.2. Copyright. Subject to the restrictions and usage rights and licenses granted to Owner hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the mural.

10.3. Owner's Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to Town an unlimited and irrevocable license to do the following with respect to the Mural:

(i) Owner may use and display the mural on the Property only.

(ii) Owner and Town may make, display, and distribute, and authorize the making, display, and distribution of photographs and other reproductions of the mural. Owner and Town may use such reproductions for any Owner-related or Town-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. Owner and Town shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and Town shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Title of Artwork]" © [Year of completion] by [Artist's name]. Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. Neither Owner nor Town may license or sublicense its rights for any private or commercial purpose. This license granted hereunder does not include the right to sell photographs or reproductions of the mural or to reproductions.

10.4. Third Party Infringement. Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Neither Owner nor Town is responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify Owner and Town against any claims brought against Owner or Town alleging that the mural infringes the intellectual property rights of any third parties.

10.5. Publicity. Owner and Town shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the mural. Artist shall be reasonably available to attend any ceremonies related to the mural.

10.6. Trademark. In the event that Owner's or Town's use of the mural creates trademark, service mark or trade dress rights in connection with the mural, Owner and Town shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

10.7. Waiver of Artist's Rights. With respect to the mural produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist hereby waives any and all claims, arising at any time and under any circumstances, against Owner and Town, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987, et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§ 987, et seq., or any other type of moral right protecting the integrity of works of art. Specifically, Artist hereby waives any and all such claims against Owner or any future owners of the Property, and its agents, officers and employees, and Town. Artist hereby represents and warrants that the Artist is authorized to sign this waiver.

Article 11

Miscellaneous Provisions

11.1. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ONE PARTY TO THIS AGREEMENT BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM MADE BY THAT PARTY IS BASED ON CONTRACT OR TORT.

11.2. Survival. The provisions contained in Article 10 shall survive the expiration or termination of this Agreement.

11.3. Modification and Amendment. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

11.4. Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Bernardino County.

11.5. Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

11.6. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions.

11.7. Counterparts. This Agreement may be executed in multiple counterparts and signatures may be exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

11.8. Relationship of the Parties. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.

11.9. Attorneys' Fees. In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recovery of its attorney's fees, litigation expenses, and court costs incurred in the action brought thereon. Attorney's fees and litigation expenses shall include without limitation costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgment. "Prevailing party" shall be defined as the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any party recovers other than monetary relief and in situations other than as specified herein, the prevailing party shall be as determined by the court.

11.10. Notices. Notices or other communications required by this Agreement will be sufficiently made or given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.

Owner: Amber Flora Reid Revocable Trust
C/O Matthew & Amber Reid
524 Rosecrans Ave
Manhattan Beach, CA 90266
Email: maloyreid@gmail.com

Artist: Amber Reid
524 Rosecrans Ave
Manhattan Beach, CA 90266
Email: maloyreid@gmail.com

Town: Town of Yucca Valley
57090 Twentynine Palms Highway

Yucca Valley, CA 92284
Attn: Town Manager
Email: townmanager@yucca-valley.org

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

Owner

Amber Flora Reid Revocable Trust

C/O Matthew & Amber Reid

Artist

Amber Reid

Town

Curtis Yakimow, Town Manager

EXHIBIT A

SCOPE OF WORK





Mural Permit Application

Date Received 8/23/23
By Kevin
Fee \$402.00
Case # M 03-25

General Information

APPLICANT Matt & Amber Reid Phone (310) 489-3848
Mailing Address 524 Rosecrans Avenue Email maloyreid@gmail.com
City Manhattan Beach State CA Zip 90266
REPRESENTATIVE Matt Reid Phone (310) 489-3848
Mailing Address 524 Rosecrans Avenue Email maloyreid@gmail.com
City Manhattan Beach State CA Zip 90266
PROPERTY OWNER Amber Flora Reid Revocable Trust Phone (310) 489-3848
Mailing Address 524 Rosecrans Avenue Email maloyreid@gmail.com
City Manhattan Beach State CA Zip 90266

Project Information

Business Name Matson Ambroise Assessor Parcel Number(s) 0586101040000
Business Address 55386 29 Palms Hwy, Yucca Valley CA 92284
Linear feet of subject business: 1000 sq. feet
Total street frontage of property: 30 feet
Measurement of proposed mural: 18 x 20 feet
Colors & Materials: Black, white, gray Lighting: Two solar ground lights
exterior Benjamin Moore Avra series
Applicant Signature Amber Reid
Property Owner Signature Amber Reid

Town of Yucca Valley
Community Development Department
Planning Division
58928 Business Center Drive
Yucca Valley, CA 92284
760 369-6575 Fax 760 228-0084
www.yucca-valley.org

PLOT PLAN

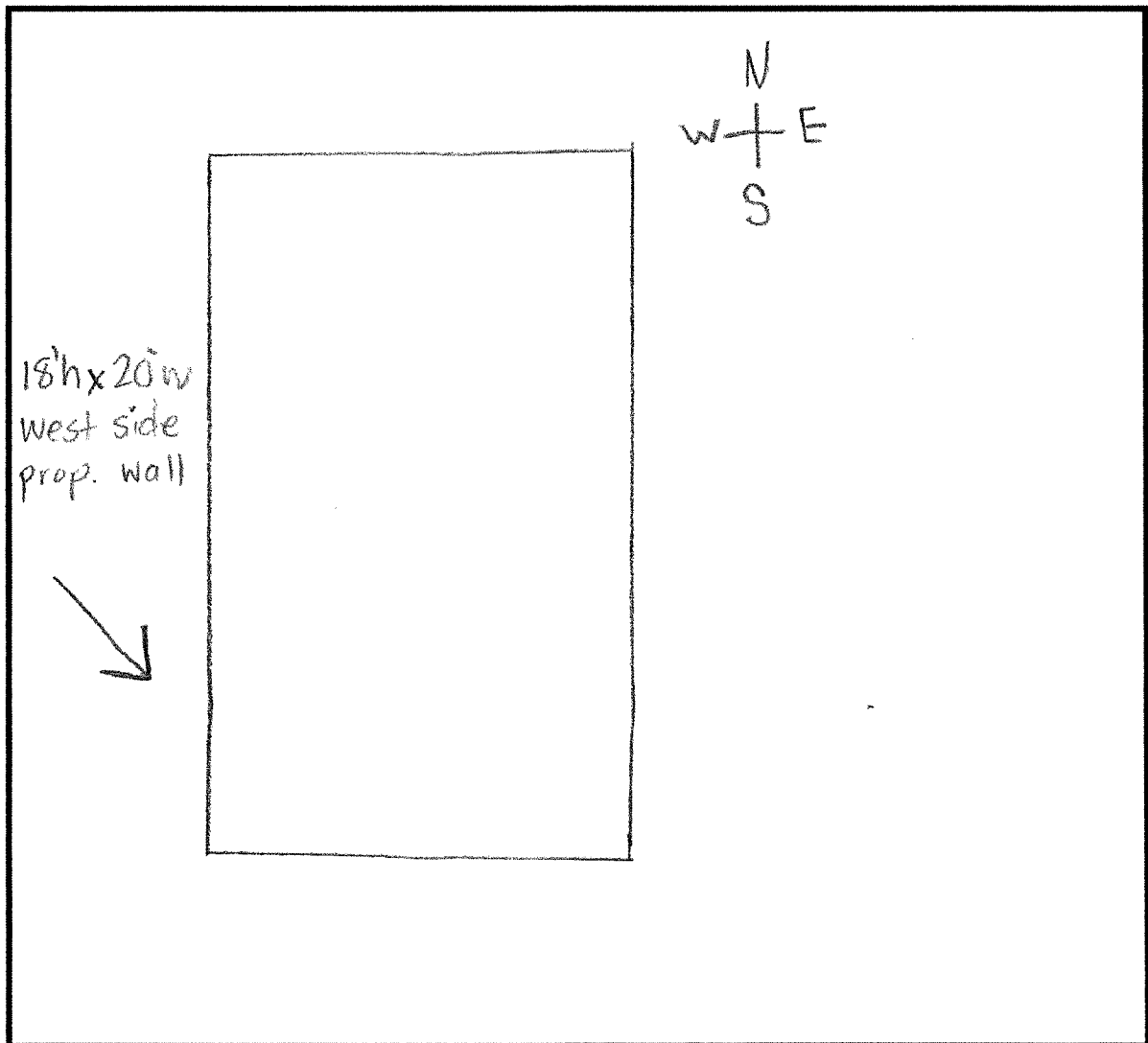
NAME Matson Ambroise

PROJECT ADDRESS 55386 29 Palms Hwy, Yucca Valley CA 9228

ASSESSOR PARCEL NO. 0586101040000

IF YOUR LOT IS NOT RECTANGULAR, PLEASE DRAW CORRECT DIMENSIONS AND SHAPE

REAR PROPERTY LINE



FRONT PROPERTY LINE
STREET

Owner/Applicant Authorization

Applicant/Representative: I/We have reviewed this completed application and the attached material. The information included with this application is true and correct to the best of my/our knowledge. I/We further understand that the Town may not approve the application as submitted, and may set conditions of approval. Further, I/We understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records. This application does not guarantee approval or constitute a building permit application.

Signature: Amber Reid

Name: Amber Reid

Date: August 18, 2025

Property Owner: I/We certify that I/We are presently the legal owner(s) of the above described property (If the undersigned is different from the legal property owner, a letter of authorization must accompany the form). Further, I/We acknowledge the filing of this application and certify that all of the above information is true and accurate. I/We understand that I/We are responsible for ensuring compliance with conditions of approval. I/We hereby authorize the Town of Yucca Valley and or/its designated agent(s) to enter onto the subject property to confirm the location of existing conditions and proposed improvements including compliance with applicable Town Code Requirements. Further, I/We understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records. This application does not guarantee approval or constitute a building permit application. I am hereby authorizing

_____ to act as my agent and is further authorized to sign any and all documents on my behalf.

Signature: Amber Reid

Name: Amber Reid

Date: August 18, 2025

Evan Willoughby

From: Matthew Reid <maloyreid@gmail.com>
Sent: Monday, August 18, 2025 10:21 AM
To: Evan Willoughby
Cc: Robert Thompson; Jared Jerome
Subject: Re: 55386 Twentynine Palms Highway - TOYV - Mural Program Policy
Attachments: scan.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

Attached is the mural application along with the requested information.

1. Provide color elevations and color palette for each building frontage where wall murals are proposed.

Black & White monochromatic color palette

2. Provide dimensions for proposed murals on each building frontage, including the percentage of wall murals incorporated on each building frontage as a function of total mural area per frontage divided by total wall area per frontage.

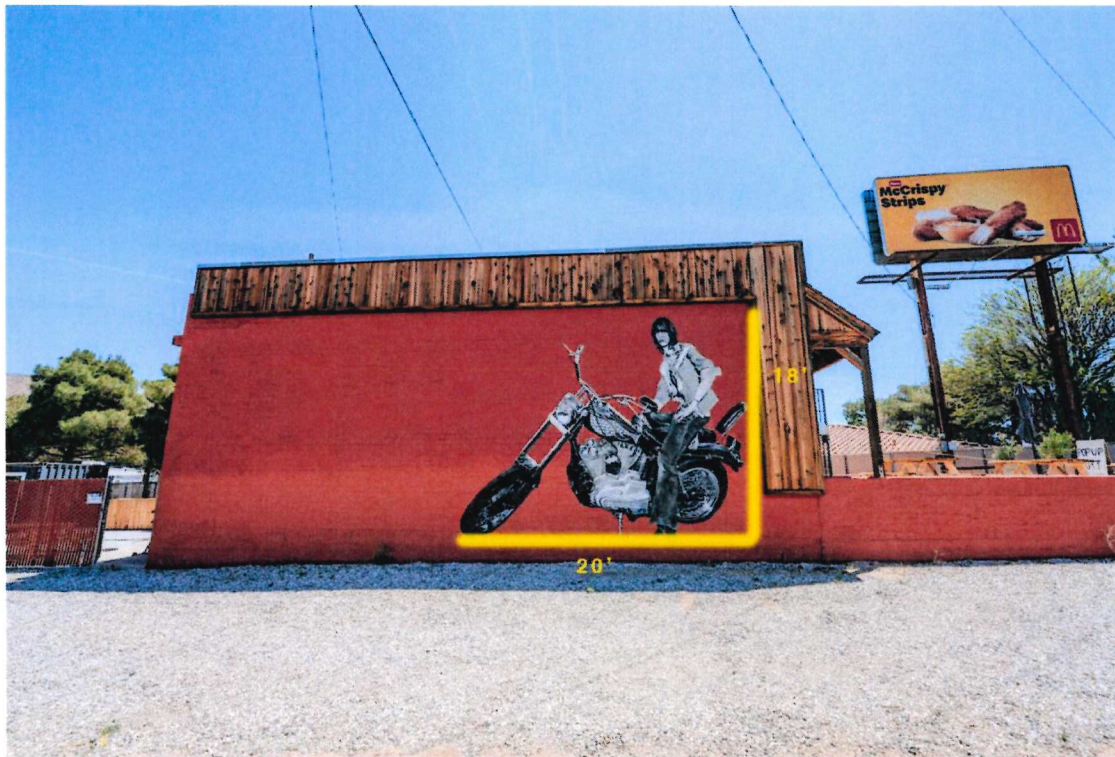
20' wide x 18' high. Roughly 30% of wall space

3. Provide a statement of the artist's qualifications, including examples of prior work.

Amber Flora Reid is a professional with over 20+ years of experience. She has a Bachelor's Degree in Art History and a Teaching Credential in Art. Amber worked as an art teacher for over 10 years in California Schools and recently won the Peoples' Choice Award at the Hi-Desert Artists Gallery (Yucca Valley) "Teacher as Artist" show. Some of her work can be viewed at www.amberflorareid.com

4. (Optional) If signage is to be incorporated with the mural, please provide separate dimensions for existing or proposed signage.

N/A



Please let us know how/where to pay the application fee.

Thank You!

Matthew Reid

(310) 489-3848

On Mon, Jul 28, 2025 at 2:47 PM Evan Willoughby <EWilloughby@yucca-valley.org> wrote:

Good morning,

Please see the attached Mural Program Policy and Mural Permit Application. The attached policy outlines the standards and review procedures. If you have any questions, please reach out to staff.

Information that should be included with your application is listed below. The application fee is \$402.00, due at submittal.

1. Provide color elevations and color palette for each building frontage where wall murals are proposed.
2. Provide dimensions for proposed murals on each building frontage, including the percentage of wall murals incorporated on each building frontage as a function of total mural area per frontage divided by total wall area per frontage.
3. Provide a statement of the artist's qualifications, including examples of prior work.
4. (Optional) If signage is to be incorporated with the mural, please provide separate dimensions for existing or proposed signage.

Thank you,

Evan Willoughby

Assistant Planner

Town of Yucca Valley

Community Development Department

58928 Business Center Drive

Yucca Valley, CA 92284

P: (760) 369-6579 ext. 328

F: (760) 228-0084

ewilloughby@yucca-valley.org

--

Matthew Reid
(310) 489-3848



TOWN MURAL PROGRAM POLICY

1. **Location:** Properties within commercial (C-MU, C-N, C-G, C-C, C-O) and Old Town (OTHC, OTI/C, OTMU, OTC/R) zoning districts are eligible to apply for a Wall Mural permit.
2. **Maximum Number of Murals Per Site:** One (1) mural per building wall may be approved by the Planning Commission.
3. **Advertisement Value:** Words and/or images shall not be incorporated within a proposed mural which specifically identifies or reflects the business, products and/or services provided by the business occupying the structure, except that business name may be included within a mural with the maximum size of the business name not exceeding a size allowed by the Town's approved sign code, subject to Parks, Recreation, and Cultural Commission Approval.
4. **Design Theme:** Murals emphasizing local history, geography, flora, fauna, culture, and heritage of the Town are encouraged; however, all submissions for wall murals are welcome. The design shall be applied by a qualified mural artist as determined by the Parks, Recreation, and Cultural Commission.
5. **Sign Area:** Wall murals shall not be calculated as business advertising signage and is not subject to the maximum wall sign area ratio. Murals can occupy an entire single wall on which the mural is applied.
6. **Color Scheme:** The colors used in the mural signs are encouraged to be complimentary and harmonious with the exterior colors of the building, however all color schemes may be considered.
7. **Illumination:** Illumination shall conform with the Town's lighting standards. Lighting shall be fully shielded or recessed in such a manner as to preclude adverse impacts to adjacent property as a result of light trespass, or to any member of the public who may be traveling on adjacent roadways or right-of-way. Illumination shall not result in any light trespass, as measured at the property line of the subject property.
8. **Materials:** Paint used in wall murals shall be appropriate for use in outdoor locale and shall be permanent and long-lasting. As feasible, murals shall be

TOWN OF YUCCA VALLEY – MURAL PROGRAM POLICY
ADOPTED BY TOWN COUNCIL ON FEBRUARY 21, 2023

vandal/graffiti resistant. Wall murals shall not contain electrical or mechanical components, changing images, or automated methods resulting in movement or change of mural image or messaging.

9. **Maintenance:** Murals shall be maintained or removed if not maintained. Examples of a mural requiring maintenance include, but are not limited to, paint fading or chipping and damage to the surface of the wall or mural. If the property changes ownership, the new owner is responsible to either remove or maintain the existing mural.
10. **Permitting Process:** Planning Commission approval shall be required for mural placement and application, and the Parks, Recreation, and Cultural Commission approval shall be required for mural content, design, and artist qualifications.
11. **Agreement with the Town:** Each Wall Mural Applicant is required to enter into an agreement with the Town, through a mural easement agreement or similar. The agreement allows the Town to directly regulate the design of the mural.
12. **Findings:** Prior to approving a Wall Mural application, the Planning Commission shall find and justify that all of the following are true:
 - A. The proposed mural exhibits exceptional design quality and incorporates high quality material that enhance the overall development and appearance of the site and will not have an adverse impact on the safe and efficient movement of vehicular or pedestrian traffic;
 - B. The proposed mural is well integrated with the buildings and other elements of the property;
 - C. The proposed mural, by its design, construction and location, will not have a substantial adverse effect on abutting property or the permitted use thereof, and will contribute to the Town's unique character and quality of life;
 - D. The proposed mural is consistent with the goals, policies and standards of the Town's General Plan and applicable specific plans;
 - E. That the granting the Wall Mural Permit is based upon its distinct quality and does not constitute a granting of special privileges beyond those provided for by criteria provided above.

Mural Easement and PRCC Public Art Policy

Each mural applicant will be required to enter into an agreement with the Town, through a mural easement or similar tool. The agreement allows the Town to have a financial interest, if the program is ultimately approved by the Town Council, in the mural and allows the Town to regulate the design of the mural.

The PRCC Public Art Policy is directed towards developing a high-quality permanent art collection for the community. Public Art includes art that is displayed for two weeks or more in open Town-controlled area, on the exterior of any Town-maintained facility, within any Town owned facility, and/or in areas designated or commonly regarded as public areas, lobbies, and public assembly areas.

The work of art may include murals. The mural easement agreement would enable the Town to have both a financial interest and regulatory capability on murals. As such, consideration may be provided to the mural program being incorporated into the PRCC Public Art Policy and the PRCC as the reviewing authority for murals.

the association?

Assistant Planner Willoughby stated my understanding is there have been prior uses in this building, churches, and other various retail uses. They have not always been there. I think they've been there for a few years now.

Commissioner Henderson stated alright, thank you.

Chair Vasconcelos stated Vice Chair Thomas.

Commissioner Thomas stated thank you. Yeah, I like the mural. I'm in agreement with my other commissioners here, and I think it looks great.

Chair Vasconcelos stated Commissioner Stoker.

Commissioner Stoker stated I also appreciate the placement, and it was already a mural before. My one question is, you guys mentioned the size of the existing text. Does the existing text match up with their allowed signage for that face?

Assistant Planner Willoughby stated I don't have the exact dimension of that building frontage, but for Old Town Specific Plan building wall signs, the sign ratio is based upon one to two. So, one linear foot of building wall, two square feet of signage is allowed, so.

Commissioner Stoker stated yeah. So, it would conform.

Assistant Planner Willoughby stated yeah, yeah.

Commissioner Stoker stated okay. Cool. Thank you. That's my only question is whether the sign conforms.

Chair Vasconcelos stated all right. Yeah. I too agree. This is a good application. I think that the mural that's painted fits perfectly with the facade of the building and the surrounding areas. And to go along with even the signage aspect of it and the signage that they have on this building, there's very little. In fact, I didn't even know that that's what the sign said on that building because it's so small. So, this is nice. I don't think this should be an issue to get it passed and recommended to the PRCC as well. So can we get a motion for that?

8. Wall Mural Permit (M) 03-25, 55386 Twentynine Palms Highway

Motion:

That the Planning Commission finds that the project is exempt from CEQA under Section 15301, Class 1, Existing Facilities since the proposed project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing private structure;

And that the Planning Commission approves the placement and application for proposed murals, Wall Mural Permit (M) 03-25, an application to install murals on the façade of the commercial structure located at 55386 Twentynine Palms Highway, based upon the information contained within the staff report;

And that the Planning Commission recommends that the Parks, Recreation, and Cultural Commission review the proposed mural content, design, and artist qualifications.

Result: (Yes 5, No 0, Abstained 0)

Mover: Commissioner Clint Stoker

Second: Commissioner Gerard Noonan

Ayes: James Henderson, Gerard Noonan, Clint Stoker, Mathew Thomas, Alejandro Vasconcelos

Chair Vasconcelos stated moving on to item eight, the second mural, which is the subject Wall Mural Permit (M) 03-25 at 55386 Twentynine Palms Highway. Staff report, please.

Assistant Planner Willoughby stated thank you, chair, and commissioners. Similar to your last application, this is also a wall mural permit within our Old Town Specific Plan area. The recommendation is that the Planning Commission finds that the project is exempt from CEQA under Section 15301, Class 1, Existing Facilities, since the proposed project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of an existing private structure. And that the Planning Commission approves the placement and application for proposed murals Wall Mural Permit 03-25, an application to install a mural on the facade of the commercial structure located at 55386 Twentynine Palms Highway, based upon the information contained within the staff report. And that the Planning Commission recommends that the Parks, Recreation, and Cultural Commission review proposed mural content, design, and artist qualifications. This is the existing building. It's kind of at a midpoint. It doesn't have a very close cross street, but it's at the midpoint between Kickapoo and Inca along the north side of Highway 62. It's a relatively small building, currently used as an art gallery. It's my understanding. This is the mural that is proposed from that side of that building. And then this is looking a little bit closer. This mural depicts the musician from the 1970s, Gram Parsons, seated on top of a motorcycle. Just for some historical context, this building was originally a fire station. Later in the '70s, it was utilized as a motorcycle repair and sales shop, a rental shop. And it was across the street from a former Harley-Davidson store. So, there is some context for motorcycles and obviously Gram Parsons in our local history.

So, the findings, I'll read again. Proposed mural integrates and forms a cohesive theme of emphasizing local history, exhibiting exceptional design quality and high-quality paint materials to showcase proposed theme, and will not have an adverse impact on the safe and efficient movement of vehicular or pedestrian traffic. Proposed mural is well integrated with the building and other elements of the property. The proposed mural will not have a substantial adverse effect on abutting property or permitted use

thereof and will contribute to the town's unique character and quality of life. The proposed mural is consistent with the town's adopted mural policy to encourage murals emphasizing local history, geography, flora, fauna, culture, and heritage of the town, and with creativity and art encouraged in the Old Town Specific Plan. And the granting of this wall mural permit is based on its distinct quality and does not constitute a granting of special privileges beyond those provided for by the criteria in the town mural policy. Recommendation, once again, is that the Planning Commission finds project exempt as a Class 1 project under CEQA, and that the Planning Commission approves the placement application for proposed murals under Wall Mural Permit 03-25, and that the Planning Commission recommends that the PRCC review the proposed mural content, design, and artist qualifications. And staff is available to answer questions following public comment.

Chair Vasconcelos stated, thank you. Do we have anyone in the public that wishes to make a comment on this issue? Anyone online? All right. Close public comment and bring it back to commissioner comments. We'll go to Commissioner Stoker.

Commissioner Stoker stated, yeah. Overall, I appreciate this mural as well. This mural exists currently? It's not a proposed mural?

Assistant Planner Willoughby stated the mural does exist. So, this was addressed as a matter of code enforcement originally.

Commissioner Stoker stated yeah. So I mean, I don't know if for future agenda items, as opposed to calling it a proposed mural, we can call it something that already exists, that's existing non-conforming, just so everyone understands that we would prefer things to come in while they're still a proposal rather than something existing just as a matter of rule. But other than that, I do appreciate the mural as it is, and I don't see much wrong with it. I do appreciate our history involving Gram Parsons and our continued history with motorcycle rallies and things coming through town. So, I think it's a nice addition.

Chair Vasconcelos stated Vice Chair Thomas.

Commissioner Thomas stated I agree with Commissioner Stoker. I like the mural. You said this is an art gallery now? That's what the business is?

Assistant Planner Willoughby stated currently.

Commissioner Thomas stated okay. All right. Yeah. I don't have really any other comments regarding that, so.

Chair Vasconcelos stated, all right thank you. Commissioner Henderson.

Commissioner Henderson stated no, I think it looks really nice. Since it was caught as a code enforcement action, did they plan on doing more? As opposed to just a single motorcycle, it would seem like they would want to do that same theme across the

wall. Was there plans to do more? Do you know, Evan?

Assistant Planner Willoughby stated, staff has not had that conversation with the applicant. So, I don't have any indication on that.

Commissioner Henderson stated okay. Yeah. Otherwise, I think it's fine, but it just seems like you'd want to continue that across the whole wall, but I'm good with it.

Chair Vasconcelos stated, all right thank you. Commissioner Noonan.

Commissioner Stoker stated, I agree with my fellow commissioners. And first, yeah, are you under the impression that if they do want to do more work, they'll come to you first before they do this and ask for us to approve it after the fact?

Assistant Planner Willoughby stated, with any policy that's new, there may be a number of people who don't realize that we have a rule requiring a wall mural permit. Given that they went through this process, I expect any future murals would go back through this policy prior to being installed.

Commissioner Noonan stated cool. Thank you. All right. That's all I got.

Chair Vasconcelos stated all right. Thank you. And yeah, I too am fine with this application. I think it brings some aesthetics to this facade. It's quite a bit off the highway. So, when driving by, it's a shame it's not maybe closer so that more people could enjoy it. But yeah, I have no issues with this. So can we get a motion for this?

9. Land Development Update

Motion:

That the Planning Commission receives and files the report.

Result: (Yes 5, No 0, Abstained 0)

Mover: Commissioner James Henderson

Second: Commissioner Clint Stoker

Ayes: James Henderson, Gerard Noonan, Clint Stoker, Mathew Thomas, Alejandro Vasconcelos

Chair Vasconcelos stated moving on to land development updates. Item nine.

Associate Planner Jerome stated the recommendation for land development update is to receive and file. We don't have a lot of major updates for this meeting, but there are a couple. Nice Dream Ices tells us that they anticipate to be operating the first week of October, so coming up pretty quick in the next couple of weeks. We've been checking in with Starbucks. They had told us that they anticipated to begin construction in September. They still have another week or so to meet that goal, but we're hoping to hear back from them shortly. And I'm not sure if we've already updated you on this at the last meeting, but we did receive tenant improvement plans

Ayes: Matt Rauch, Charlotte Burns, Kim Monnie, Megan Ripley

4. Public Art – Wall Mural Permit Application Review, (M) 03-25

Sue Earnest, Community Services Manager, presented the staff report. This wall mural permit review is for the Matson Ambroise Art Gallery. It is the same recommendation as the previous item. The location is also in the Old Town area. The one difference is that the mural is already up. They wanted approval to keep the mural up and have the permit up to date. The mural is also consistent with the parameters of the Town Mural Policy. Images of the mural and specifications can be seen in the staff report.

No Public Comment

Commissioners Comments/Questions:

Commissioner Burns- I have seen this mural before, I did not realize who the artist was, so that is awesome. I am excited about it and I believe it should not be painted over. It gives an ode to our history and it has great detail.

Commissioner Ripley- Does the store have any information on the history of the building and mural? Looking at the mural I would not know that it is across from the original Harley Davidson store.

Sue Earnest responded that the application does not specify a plaque or other material that mentions the history of that area. They are also not required to.

Commissioner Monnie- Is the building intended to be a gallery? I concur with everyone's comments. I enjoy the mural and have no problem with it.

Sue Earnest responded that we do not know what the building will be used for.

Vice Chair Rauch- I love the color contrast and the nod to history of the building. It is tasteful and in theme with the colors of the area. Did the Planning Commission have any issues with the size of the mural?

Sue Earnest responded that the Planning Commission did not have any concerns with the mural.

Motion:

The Parks, Recreation & Cultural Commission reviewed and approved the proposed mural content, design, and artist qualifications as required by the Town Mural Program Policy for Wall Mural Permit (M) 03-25, an application to install murals on the façade of the commercial structure located at 55386 Twentynine Palms Highway, based upon the information contained within the staff report, and direct staff to forward the recommendation to the Town Council.

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

Mover: Parks, Recreation and Cultural Commissioner Kim Monnie

Seconded: Commissioner Megan Ripley

Ayes: Matt Rauch, Charlotte Burns, Kim Monnie, Megan Ripley

Sue Earnest, Community Services Manager, presented the staff report. This wall mural permit review is for the Matson Ambrose Art Gallery. It is the same recommendation as the previous item. The location is also in the Old Town area. The one difference is that the mural is already up. They wanted approval to keep the mural up and have the permit up to date. The mural is also consistent with the parameters of the Town Mural Policy. Images of the mural and specifications can be seen in the staff report.

No Public Comment

Commissioners Comments/Questions:

Commissioner Burns- I have seen this mural before, I did not realize who the artist was, so that is awesome. I am excited about it and I believe it should not be painted over. It gives an ode to our history and it has great detail.

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Vice Chair Rauch- I love the color contrast and the nod to history of the building. It is tasteful and in theme with the colors of the area. Did the Planning Commission have any issues with the size of the mural?

Sue Earnest responded that the Planning Commission did not have any concerns with the mural.

5. 2025-26 Military Banner Recognition Program Selection

Clayton Rardon, Recreation Supervisor, presented the staff report. This item is for the 2026 calendar year. The banners will be installed in January and taken off the following January. A total of 23 applicants. The recommendation is to approve 12 applicants that are on active duty since the policy points out that they are a priority. The PRCC has the option of approving the remaining 11 applicants. This item was developed after the request from Andrea Staehle, a former PRC Commissioner. All banner applications and the banner mock-up can be viewed in the staff report.

No Public Comment

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



To: Town Council

From: Alex Qishta, Public Works Director, Shane Stueckle, Deputy Town Manager

Date: January 13, 2026

Meeting Date: January 20, 2026

Subject: On-Call Berm Repair and Replacement Maintenance Services authorization to release a Request For Proposal

Recommendation:

That the Town Council authorizes the release of an RFP for On-Call Berm Repair and Replacement maintenance services.

Prior Review:

On April 1, 2025, the Town Council authorized the release of an RFP for On-Call Berm Repair and Replacement Maintenance Services.

On May, 20, 2025, the Town Council awarded a two (2)-year maintenance service contract to Delta Group, Inc., authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional services agreement and related documents, in the not-to-exceed amount of \$500,000 for FY 2024/25 and \$500,000 and FY 2025/26 for on-call asphalt berm repair and replacement maintenance services, with option to extend the contract for one or two more years.

Discussion:

Town Council awarded the On-Call Berm Repair and Replacement Maintenance Services to Delta Group Inc. on May 20, 2025, in the not-to-exceed amount of \$500,000 for FY 2024/25 and \$500,000 FY 2025/26.

Following award of the contract, staff made multiple attempts to coordinate and initiate work with the contractor. Despite these efforts, the contractor has not responded to requests for scheduling or mobilization and is currently considered non-responsive. Staff has recently been made aware of circumstances indicating that Delta Group Inc. experienced operational changes that could affect its ability to perform the work as stated in the executed contract. Although no formal contract default has occurred, the information received suggests a potential risk of discontinued services under the contract.

Given the importance of berm repairs to roadway safety and infrastructure preservation, staff recommends proactively re-bidding on-call berm repair services through a competitive RFP process.

The work consists of installation of asphalt berms. The Town estimates approximately 17 miles of existing asphalt berms, the majority of which are in bad shape. When circumstances warrant, the Contractor will be called to replace worn down or damaged berms. Staff anticipates the contract to be in effect for two years, with an option to extend the contract by three more years, pending the availability of funds.

The preliminary schedule for the RFP process is as follows:

- Release of RFP - Wednesday, January 21, 2026
- Proposal due date - Thursday, February 26, 2026
- Review of Proposals – February 27 – March 6, 2026
- Town Council Meeting – March 17, 2026

Alternatives

No alternatives are recommended.

Fiscal Impact:

There are no fiscal impacts created by the release of the attached RFP, less advertising and circulation costs.

Attachments

1. 1.20.26 RFP On-Call Asphalt Berm Repair and Maintenance Services
2. 4.1.25 TC Meeting Minutes
3. 5.20.25 TC Meeting Minutes

REQUEST FOR PROPOSALS (RFP)
FOR
ON-CALL ASPHALT BERM REPAIR AND MAINTENANCE SERVICES
TOWN OF YUCCA VALLEY



RELEASED ON January 21, 2026
PROPOSAL DUE DATE: February 26, 2026 3:00 PM

REQUEST FOR PROPOSALS TO PROVIDE ON-CALL ASPHALT BERM REPAIR AND MAINTENANCE SERVICES

The Town of Yucca Valley seeks qualified consultants to provide on-call asphalt berm repair and maintenance services within the town limits of Yucca Valley.

Submittals of Proposals

Four (4) copies of the proposal, One (1) Flash Drive and one (1) copy of fee proposal shall be submitted in two separate sealed envelopes:

1. Envelope one shall contain the proposal responding to this RFP, firm qualifications, and relevant experience. The envelope to contain an electronic copy of the proposal and fees on a flash drive.
2. Envelope two shall contain the fee to provide services for the service proposal and the terms thereof as described in Envelope One, including maximum limits not to be exceeded.

Proposals shall be submitted to:

Lesley Copeland
Town Clerk
Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, CA 92284
lcopeland@yucca-valley.org
760-369-6585, Ext 224

Proposals shall be submitted no later than **3:00 p.m. on Thursday, February 26, 2026.**
Postmarks and late proposals will not be accepted.

Background

The Town has a need for on-call services for asphalt repair. The intent of this proposal is to identify qualified contractors/firms to perform said work. Equipment and labor prices will be established as a part of this RFP process, along with costs for materials typically required for the work to be performed.

There is no expressed or implied obligation for the Town to reimburse responding contractors/firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

Tentative Schedule for RFP and Project

RFP Issued	January 21, 2026
Pre-Proposal Meeting	February 3, 2026 (9:00 AM)
Proposal Due Date	February 26, 2026 (3:00 PM)
Proposals Review Period	February 27 – March 6, 2026
Anticipated award date:	March 17, 2026

The Town reserves the right to waive or modify any of these deadlines prior to the opening of Submitted proposals by duly noticed addendum. Any proposal received after May 1, 2025 at 3:00 pm will be considered non-responsive and returned to the consultant.

Proposal Contact

All consultants may obtain this Request for Proposal from the Town of Yucca Valley website at: <https://www.yucca-valley.org/business/request-for-proposal-rfp>. All consultants downloading the Request for Proposal and Qualifications MUST complete all required information on the website to be placed on the consultant's list in the event that addenda are issued. If assistance is required, please contact Mr. Victor Ledua at the Town of Yucca Valley Engineering Department at (760) 369-6579 Ext. 327.

SECTION I - Introduction

The Town of Yucca Valley is soliciting Requests for Proposals (RFP) from qualified contractors/firms to assist the Town with on-call asphalt berm repair and maintenance services.

The work consists of on-call repair and maintenance of rolled asphalt berms through the Town. The berms were damaged due to rainstorm events and wear and tear over the years and were never maintained by the Town due to financial restraints.

The Town recently completed a Townwide Berm Repair and Replacement project which consisted of tying in new asphalt berms to existing berms in locations identified by staff as high priority as well as fulfilling citizen requests related to asphalt berm repair that have been pending for several years. There are numerous locations within Town limits that still need asphalt berms installed to minimize erosion at edge of pavement and earth runoff on to streets. Firms are encouraged to visit the area to review site conditions firsthand.

SECTION II – Scope of Work

The sections below provide the framework for the scope of services required. Any additional information that the vendor wishes to include will be helpful in making our decision.

The successful Contractor/Firm will be awarded contract with an annual "not to exceed amount" and an established price for labor, equipment, and typical materials. Contractor will be asked to provide estimates for individual small maintenance projects based upon these established fees.

Upon occasion, materials required will not be specifically established in the fee schedule. For those materials, the contractor will submit actual costs and be allowed a set mark up as established in the basic contract.

The work shall consist of on-call asphalt berm repair and maintenance and asphalt pavement flatwork. Excavation and removal of asphalt berm and pavement, as well as excess dirt will be needed as part of the asphalt berm repair/maintenance work.

Asphalt concrete utilized in rolled berm construction shall be **3/8" Max E-PG 70-10** as specified in Section 203-1, "Paving Asphalt" and Section 203-6, "Asphalt Concrete" of the **2021 Greenbook Standard Specifications**.

Asphalt concrete utilized in asphalt pavement flatwork shall be **1/2" Max C2-PG-70-10** as specified in Section 203-1, "Paving Asphalt" and Section 203-6, "Asphalt Concrete" of the **2021 Greenbook Standard Specifications**.

Rolled berms shall be 6 or 8-inch high as measured from the top of pavement or finish grade and minimum 12-inch wide as measured across the top of the finished berm. The rolled berm shall be constructed of solid asphalt and shall be tacked to the existing roadway pavement. Pavement shall be cleaned prior to tacking. The installation method for the rolled berms shall be handwork.

Asphalt pavement flatwork will be needed in certain areas to provide sufficient leveled surface to install asphalt berms. Staff will indicate areas where flatwork will be needed. Asphalt pavement thickness for flatwork shall be 4" thick.

The established price shall be based on a per linear foot/square foot cost for labor, equipment, and typical materials used for the work.

Contractor will be asked to provide estimates for individual small maintenance based upon these established fees. On occasion, materials will be required that are not specifically established in the fee schedule. For those materials, the contractor will submit actual costs prior to conducting the work and will be allowed a markup as established in the basic contract.

General Work Requirements

- All work shall be completed per the most recent version of the Standards for Public Works Construction and the Town of Yucca Valley Standards.
- Contractor shall possess a valid Class A or C12 Contractor's License.
- Contractor must obtain and maintain in effect during the term of this Agreement, a valid Town of Yucca Valley Business Registration Certificate prior to commencement of work.
- Contractor shall furnish all labor and materials to complete this necessary project. Contractor shall provide traffic control where necessary per MUTCD guidelines.
- Contractor shall keep the site clean and safe at all times.
- Contractor shall be responsible for the removal of all asphalt, dirt, and debris generated by any project at the Contractor's expense.
- Contractor shall be responsible to repair any incidental damage caused to the City's infrastructure.
- Contractor shall be responsible for preventing the general public from entering any work location.
- Any vandalism or disruption to work areas shall be corrected by the Contractor at his/ her expense.
- Contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.

The Contractor shall respond to individual calls for service within ten (10) working days. The Work will then be scheduled by mutual agreement and be completed within the time agreed upon for each specific item of work. Failure to promptly respond or to complete the work in a timely manner shall give cause for termination of the agreement.

SECTION III – Proposal Requirements

Consultant Proposal Envelope “A” (maximum 10 pages)

The technical proposal shall contain the following information:

A project approach for all work describing how the consultant and any proposed subconsultant plans to accomplish the tasks described, including an estimate of the level of effort (man-hours) to be expended. This project approach should demonstrate a clear understanding of the required scope of services.

A discussion of the proposed project schedule for each phase of the project and what methods your firm will use to meet the proposed schedule. Included in this discussion should be a description of the capacity of your firm to perform the subject project within a required timeframe.

- The names of the consultant’s staff to be assigned to this project, their proposed duties, and their relative experience. Any specialized experience of the firm and its personnel, relative to the required scope of services, should be mentioned here.
- Description of similar projects, a maximum of three, recently performed by your firm. References must be submitted for each project, including the name and telephone number of a current contact familiar with your performance on the identified project. Reference should be able to verify such things as, but not limited to, completion of a quality product, in a timely manner, and within budget constraints. The Town would prefer projects in which the proposed team members had direct participation
- Provide two (2) client references within the past two (2) years, including contact name, firm or agency, phone number, email and brief summary of services provided. The Town is especially interested in references that can attest to the Respondent’s ability and performance in similar work with similar organizations and similar scope of services.
- Any requested modifications to the Town’s standard agreement (copy enclosed), or a statement that there will be no exceptions.
- Full disclosure of other client relationships that could present possible conflicts of interest or affect the proposed project.
- Physical location of the consultant’s office.

Cost Proposal Envelope “B”

A complete Standard Pricing Fee Schedule (includes all Labor, Equipment, Materials, Disposal), including a Per Linear Foot cost for asphalt berm installation

SECTION IV – Selection Criteria

The following selection criteria will be used in evaluating the proposals and selecting the successful consulting firm. This criterion is not listed in any order of priority.

Originality, soundness and matter of completeness in which the proposed project approach is presented in the proposal.

Of significance is the timeline for the design, the ability to commence work immediately, and completing the plans and specifications in a timely matter within the current workload of the firm.

The qualifications and experience of key personnel to be assigned to the project.

The firm's specialized experience and qualifications. Community relations of the firm including sensitivity to citizens concerns, and other considerations that may be related to this project. Possible conflicts of interest of other client relationships that may negatively affect the project.

Quality of work previously performed, and record of their firm in accomplishing their work on schedule, within budget allocations, and providing project cost estimates.

Accessibility to the office of the consultant with the primary responsibility assignment.

Selection will be performed by the Town Consultant Committee. The Committee may decide to interview several consultants before making a choice. The recommended consultant shall be submitted to the Town Council for final approval.

Arrangements for compensation will be negotiated, if necessary, after the consultant is selected. The consultant shall enter into a formal agreement with the Town for the services to be rendered. A sample agreement is enclosed for your review.

The Consultant shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard agreement. If there are no exceptions, a statement to that effect shall be included in the proposal.

SECTION V – Additional Information

Indemnification:

Contractor shall indemnify, protect, defend and hold harmless the Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual alleged, or threatened, including attorneys' 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractor of contractor.

Independent Contractor:

While engaging in carrying out and comply with the terms and conditions of the duties outlined in this RFP, the Contractor is an independent contractor, and not an officer, agent or employee of the Town of Yucca Valley. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Town of Yucca Valley. The Contractor shall pay all wages, salaries and other amounts due its employees in connection with the Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance and all similar matters.

All services to be rendered under the Agreement by the Contractor shall be subject to the control of the Town. Contractor shall advise the Town of matters of importance and make recommendations when appropriate; however, final authority shall rest with the Town.

Term of Agreement:

The Agreement awarded to the successful contractor under this RFP shall be for a period of two (2) years, and may be extended for an additional two years upon the mutual consent of both parties.

Termination:

The Town of Yucca Valley, or the contractor, may terminate this agreement at any time during the term, upon thirty (30) days prior written notice to the other party without further liability.

Other:

This Request for Proposal does not commit the Town to award a contract, or to pay any costs incurred in the preparation of the proposal. The Town reserves the right to extend the due date for the proposal, to accept and reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, to cancel this Request for Proposal in part or in its entirety, and to procure alternate or additional consulting services. The Town may require the selected

require the selected T BERM REPAIR AND MAINTENANCE SERVICES

consultant to participate in negotiations and to submit such technical fee, or other revisions of their proposals as may result from negotiations.

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The Town will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to:

Alex Qishta, P.E.
Public Works Director
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284
(760) 369-6579 x307
aqishta@yucca-valley.org

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern: I have carefully examined the Request for Proposal and any other documents accompanying or making a part of this Request for Proposal. I hereby propose to perform the following prices as specified in this Asphalt Berm Repair and Maintenance Services Request for Proposal at the rates described on APPENDIX A. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town of Yucca Valley or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. It is distinctly understood that the Town Council of Town of Yucca Valley reserves the right to reject any or all proposals.

Name of Firm: _____ Federal Tax ID: _____

Authorized Signatures: _____

Phone: _____

Name and Title of: _____

Mailing Address: _____

City, State, Zip Code : _____

Email: _____

APPENDIX A –ASPHALT BERM REPAIR AND MAINTENANCE FEE SCHEDULE

	Work Description	Unit	Unit Price
1	Construct 6” Asphalt Berm (Remove and Replace)	L.F.	\$
2	Construct 8” Asphalt Berm (Remove and Replace)	L.F.	\$
3	Asphalt Pavement Flatwork (4” Remove and Replace)	S.F.	\$

*Unit price to include Mobilization, Erosion Control, Traffic Control, and travel time.

**APPENDIX B – ON-CALL ASPHALT BERM REPAIR AND MAINTENANCE
SERVICES CONTRACT AGREEMENT**



AGREEMENT FOR ON-CALL ASPHALT BERM REPAIR AND MAINTENANCE SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

[Redacted]

AGREEMENT FOR SERVICES BETWEEN THE TOWN OF YUCCA VALLEY AND

THIS AGREEMENT FOR ON-CALL SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 20____, by and between the Town of Yucca Valley, a general law city ("Town") and _____ ("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 (RFP), 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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.0 Prevailing Wage.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

_____ Dollars (\$ _____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.1.1 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.

2.1.2 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.

2.1.3 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.

2.1.4 Waiver.

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

2.2 PERFORMANCE SCHEDULE

2.2.1 Time of Essence.

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

2.2.2 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.

2.2.3 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.

2.2.4 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 but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

2.3 COORDINATION OF WORK

2.3.1 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:

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

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 person or persons.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.3.5 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.

2.4 INSURANCE, INDEMNIFICATION AND BONDS

2.4.1 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. 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. 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.

2.4.2 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 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 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 \$10,000.00, 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.

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. 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.

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 such certificates and endorsements shall be provided to Town.

2.4.3 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, 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 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, 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.

(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, 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 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.

2.4.4 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.

2.5 RECORDS, REPORTS, AND RELEASE OF INFORMATION

2.5.1 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.

2.5.2 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.

2.5.3 Ownership of Documents.

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 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.

2.5.4 Confidentiality and Release of Information.

2.5.4.1 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.

2.5.4.2 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.

2.5.4.3 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.

2.5.4.4 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.

2.6 ENFORCEMENT OF AGREEMENT AND TERMINATION

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.6.5 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.

2.6.6 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.

2.6.7 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.

2.6.8 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.

2.6.9 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.

2.7 TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 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.

2.8 MISCELLANEOUS PROVISIONS

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 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.

2.8.6 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:

BURKE, WILLIAMS, & SORENSON, LLP

Thomas Jex, Town Attorney

CONTRACTOR:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'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.

Address: _____

CALIFORNIA ALL-PURPOSE 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 BERNARDINO

On _____, 20__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐

PARTNER(S)
LIMITED
GENERAL

☒
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 BERNARDINO

On _____, 20__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:
 - A. On-Call Asphalt Berm Repair and Maintenance Services as described in Consultant's proposal (Exhibit "A-1")
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:
 - A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
 - B. Contractor must prepare a written description of the requested tasks including all components and subtasks; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
 - C. Contract Officer shall in writing approve, modify or reject the Task Proposal and may issue a Notice to Proceed.
 - D. The task shall be performed at a cost not to exceed the Task Budget.
 - E. Contractor shall complete the task and deliver all task paperwork to Contract Officer by the Task Completion Date.
- III. 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.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

SAMPLE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	TASK	RATE	TIME	SUB-BUDGET
A.				
B.				
C.				
D.				

- 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 \$ as provided in Section 2.1 of this Agreement.

- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

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. On-Call Asphalt Berm Repair and Maintenance Services
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

MOTION:

Adopt Resolution No. 25-05, ordering preparation of the annual assessment district engineer's reports, describing any new improvements or any substantial changes to the existing improvements, within the existing assessment districts.

5. **Adopt the Resolution No 25-06 Standard Plans and Specifications (Standards), Amendments to Standard Drawings**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING STANDARD DRAWING, STANDARDS PLANS AND SPECIFICATION NUMBERS 109, 112, 200, 200A, 202, 203, 210, 211, 212, 213, 220, 221, 300, 301, 302, 303, 305, 322, 400, 451, 490, 522, AND 522A, AND REMOVE STANDARD DRAWINGS 201, 222, AND 540.

MOTION:

Adopt Resolution No.25-06, amending the Town of Yucca Valley Standard Plans and Specifications, modifying and updating the Standard Drawings, Standards 109, 112, 200, 200A, 202, 203, 210, 211, 212, 213, 220, 221, 300, 301, 302, 303, 305, 322, 400, 451, 490, 522, 522A, and remove Standard Drawings 201, 222, and 540.

6. **Adopt the Town-Wide Slurry / Cape Seal Project – Town Project No.7037/8340 Approval of Plans and Specification**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE SPECIFICATIONS FOR THE TOWNWIDE SLURRY/CAPE SEAL PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

MOTION:

Adopt Resolution 25-07, approve the specifications for Project No. 7037/8340, and authorize the Town Clerk to advertise and receive bids.

7. **Approve the On-Call Berm Repair and Replacement Maintenance Services authorization to release a Request for Proposals**

MOTION:

Authorize the release of an RFP for On-Call Berm Repair and Replacement maintenance services.

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

DEPARTMENT REPORTS

8. **Animal Shelter Operational Review Update One**

Town Manager Yakimow began the presentation for the Interim Animal Shelter Operations Report #1 and announced the dedicated webpage for the operational review.

2. State Highway 247 Project Update- Caltrans

Caltrans Legislative Liaison for District 8 briefed the Town Council on the current road maintenance project on Hwy 247 from Hwy 62 to Ginn Road.

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

Council Member Lombardo inquired about the expansion of shoulders and drainage.

Mayor Drozd asked if there will be additional signage for bike use and inquired if there is anything planned for future installation of passing lanes or widening the roadway through the curves in Western Hills.

Council Member Schooler inquired about the work schedule.

Council Member Denison asked for additional details on dedicated bike lanes.

3. Proclamation- National Public Works Week

Mayor Drozd presented a proclamation to Public Works Director Qishta, recognizing National Public Works Week, May 18-24, 2025.

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Lombardo, Council Member
SECONDER: Jim Schooler, Council Member
AYES: Jeff Drozd, Rick Denison, Robert Lombardo, Jim Schooler
EXCUSED: Merl Abel

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Robert Lombardo, Council Member
AYES: Jeff Drozd, Rick Denison, Robert Lombardo, Jim Schooler
EXCUSED: Merl Abel

4. Approve the On-Call Berm Repair and Replacement Maintenance Services – Award of Maintenance Services Contract**MOTION:**

Award a two (2)-year maintenance service contract to Delta Group, Inc., authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional

services agreement and related documents, in the not-to-exceed amount of \$500,000 for FY 2024/25 and \$500,000 and FY 2025/26 for on-call asphalt berm repair and replacement maintenance services, with option to extend the contract for one or two more years.

5. Adopt the Spending Limitation for Fiscal Year 2025-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ESTABLISHING THE SPENDING LIMITATION FOR FISCAL YEAR 2025-26

MOTION:

Adopt Resolution No. 25-13 establishing the spending limitation for fiscal year 2025-26.

6. Approve the AB1234 Reporting Requirements

MOTION:

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

7. Approve the Ratification of Warrant Registers

MOTION:

Ratify the Payroll Registers totaling \$253,156.20 dated April 11,2025, and \$275,142.30 dated April 25, 2025.

Ratify the Warrant Registers totaling \$4,192,432.35 dated April 11,2025, and \$449,496.05 dated April 25, 2025.

Mayor Drozd opened public comments on the consent agenda items.

Ed Keesling, spoke to clarify the applying organization for agenda item number five.

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

Town Manager Yakimow requested to pull item number five from the consent agenda.

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



To: Town Council

From: Alex Qishta, Public Works Director, Shane Stueckle, Deputy Town Manager

Date: January 13, 2026

Meeting Date: January 20, 2026

Subject:

Town Project No.8061 – : Senior Center Roof Replacement Project - Change Order #1 and #2

Recommendation:

That the Town Council;

- 1- Adopts the Resolution, amending the budget to allocate \$70,000.00 from CDBG Funding for the Town Project No.8061.
- 2- Approves Change Order #1 to the contract with Letner Roofing Co. for installing PVC roof décor profile, increasing the contract by \$44,506.48, bringing the original contract amount of \$178,100.00 to \$231,506.48.
- 3- Approves Change Order #2 to the contract with Letner Roofing Co. install flashing at stucco, new riglet and counterflashing, and stucco repair and paint to match existing, increasing the contract by \$21,809.41, bringing the contract amount of \$231,506.48 to \$253,315.89.

Prior Review:

On August 19, 2025, the Town Council adopted Resolution No. 25-19, approving the specifications for Project No. 8061, the Senior Center Roof Replacement Project, and authorized the Town Clerk to advertise and receive bids.

On November 4, 2025, the Town Council,

- Approved the award of a construction contract with Letner Roofing Company, in the amount of \$187,000.00 to construct Senior Center Roof Replacement;
- Authorized construction, construction contingencies, and inspection costs in the total amount of \$240,000.00; and
- Authorized the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorized the Town Manager to expend contingency funds, if necessary, for project completion.

Discussion:

The change orders include additional scope related to the roof replacement work for the Senior Center, which includes the installation of PVC roof décor profile, flashing, riglet, and counterflashing at stucco, and stucco rear and painting to match existing.

The Senior Center Roof Replacement Project consists of removing and disposing of the existing roof system and installing an adhered thermoplastic (PVC) felt-backed membrane system. The current roof system has exhausted its useful life and replacement is needed to avoid any water leaks. The installation of counterflashing where the roof meets the stucco is required to prevent water intrusion at this transition point. Counterflashing directs water away from the wall-roof interface, reducing the risk of leaks and extending the service life of the PVC roofing system.

Staff reviewed the proposal submitted by the contractor to perform the extra work, and all items identified within these change orders have been reviewed and recommended by the Public Work Department/Engineering Division.

The extra work will not delay the project completion date which is currently identified for end of February 2026.

Alternatives

No alternatives are recommended by staff. The recommended action is necessary for the project to move forward.

Fiscal Impact:

The FY2025-26 CDBG Special Revenue Fund 560 Amended Budget allocates a total of \$395,936 towards the Senior Center Improvement Project No.8061.

The overall cost of the improvement work breakdown is as follows:

Total Construction Estimated Cost:

-	
Description	Cost
Bid Amount	\$187,000.00
Contingency	\$ 43,000.00
Change Order #1	\$ 44,506.48
Change order #2	\$ 21,809.41
Inspection and Testing	\$ 10,000.00
Total Construction Estimated	\$253,315.89

Attachments

1. CO#1 PROVIDE AND INSTALL DECOR
2. CO#2 Flashing at Wall
3. Resolution 26-XX



CHANGE ORDER PRICING # 9301-1

Est. 1957
Lic. No. 689961

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

To: TOWN OF YUCCA VALLEY
58928 BUSINESS CENTER DRIVE,
YUCCA VALLEY, CA, 92284
Phone: Fax:

JOB: SENIOR CENTER ROOF PROJECT

Owner/Arch Reference # 8061
Brief Description Provide & Install Decor

Change Order Type CHANGE IN CONTRACT SCOPE
Submitted Date 10/23/2025

Accepted Date
Status PENDING
Approved CO NO

JOB NO: 9301

Item No	Description	Qty/Unit	Unit Cost	Amount
<i>Per Yucca Valley's request, Letner Roofing is pleased to provide the following proposal to supply and install Sarnafil Décor to mimic the appearance of a standing seam roof. This system will be installed in accordance with manufacturer specifications and project requirements to achieve the desired architectural aesthetic while maintaining a watertight and durable roofing system.</i>				
<i>Pricing includes all necessary materials, labor, and coordination required for a complete installation.</i>				
1	SARNAFIL Decore V2 (25PCS/TUBE) 250FT	19.00 tube	\$438.75	\$8,336.25
2	DECOR PROFILE UNIVERSAL PLUGS (25 PER BAG)	19.00 bag	\$7.50	\$142.50
3	Foreman Labor	60.00 hr	\$110.59	\$6,635.40
4	Labor	180.00 hr	\$99.11	\$17,839.80
5	Roofers - COM -Subsistance	30.00 mday	\$150.00	\$4,500.00
C.O. Bond			1.50 %	\$581.26
C.O. Overhead & Profit			15.00 %	\$5,729.38
Tax			8.75 %	\$741.89

Original Contract Sum	\$	\$187,000.00
Pending Change Orders	\$ 44,506.48	
Approved Change Orders to Date	\$	0.00
Contract Sum prior to this Change Order	\$	\$187,000.00
Contract Sum increased/(decreased) by this Change Order	\$	\$44,506.48
Contract Sum including this Change Order	\$	\$231,506.48

Approved by:

Submitted by: EDWARD SANCHEZ

Signature:

Date:

Signature:

Date: 10/23/2025



CHANGE ORDER PRICING # 9301-4

Est. 1957
Lic. No. 689961

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

To: TOWN OF YUCCA VALLEY
58928 BUSINESS CENTER DRIVE,
YUCCA VALLEY, CA, 92284
Phone: Fax:

JOB: SENIOR CENTER ROOF PROJECT

Owner/Arch Reference # 8061
Brief Description Flashing at Walls

Change Order Type CHANGE IN CONTRACT SCOPE
Submitted Date 1/9/2026

Accepted Date
Status PENDING
Approved CO NO

JOB NO: 9301

Item No	Description	Qty/Unit	Unit Cost	Amount
<i>Per Yucca Valley's request, Letner Roofing is pleased to provide the following proposal to supply and install flashing at stucco to reflect detail 3.4 provided by manufacture. This will provide a no maintenance fully warrantable by manufacture warranty, at approximately 300 feet of areas with no turn up manufacture requires 8" minimum turn up. Scope of work: Demolition of stucco, install new riglet and counterflashing, patch stucco, paint to match existing.</i>				
1	Demo	30.00 hr	\$99.11	\$2,973.30
2	Install Reglet and Counterflashing	28.00 hr	\$112.53	\$3,150.84
3	Patch	36.00 hr	\$99.11	\$3,567.96
4	Paint to Match	16.00 hr	\$99.11	\$1,585.76
5	Subsistence	20.00 mday	\$150.00	\$3,000.00
6	Reglet	2.00 bndl	\$755.00	\$1,510.00
7	Springlock flashing	2.00 bndl	\$800.00	\$1,600.00
8	Rapid Set 50 lbs. Stucco Patch	10.00 ea	\$30.83	\$308.30
9	Primer and Paint 5GAL	2.00 5gal	\$160.00	\$320.00
10	2.5 Metal Lath GAL.	2.00 ea	\$15.31	\$30.62
11	1/2" CDX Plywood	8.00 ea	\$36.98	\$295.84
Tax			9.50 %	\$386.15
C.O. Bond			1.50 %	\$271.32
C.O. Overhead & Profit			15.00 %	\$2,809.32

Original Contract Sum	\$	\$187,000.00
Pending Change Orders	\$ 78,942.14	
Approved Change Orders to Date	\$	0.00
Contract Sum prior to this Change Order	\$	\$187,000.00
Contract Sum increased/(decreased) by this Change Order	\$	\$21,809.41
Contract Sum including this Change Order	\$	\$208,809.41

Approved by:

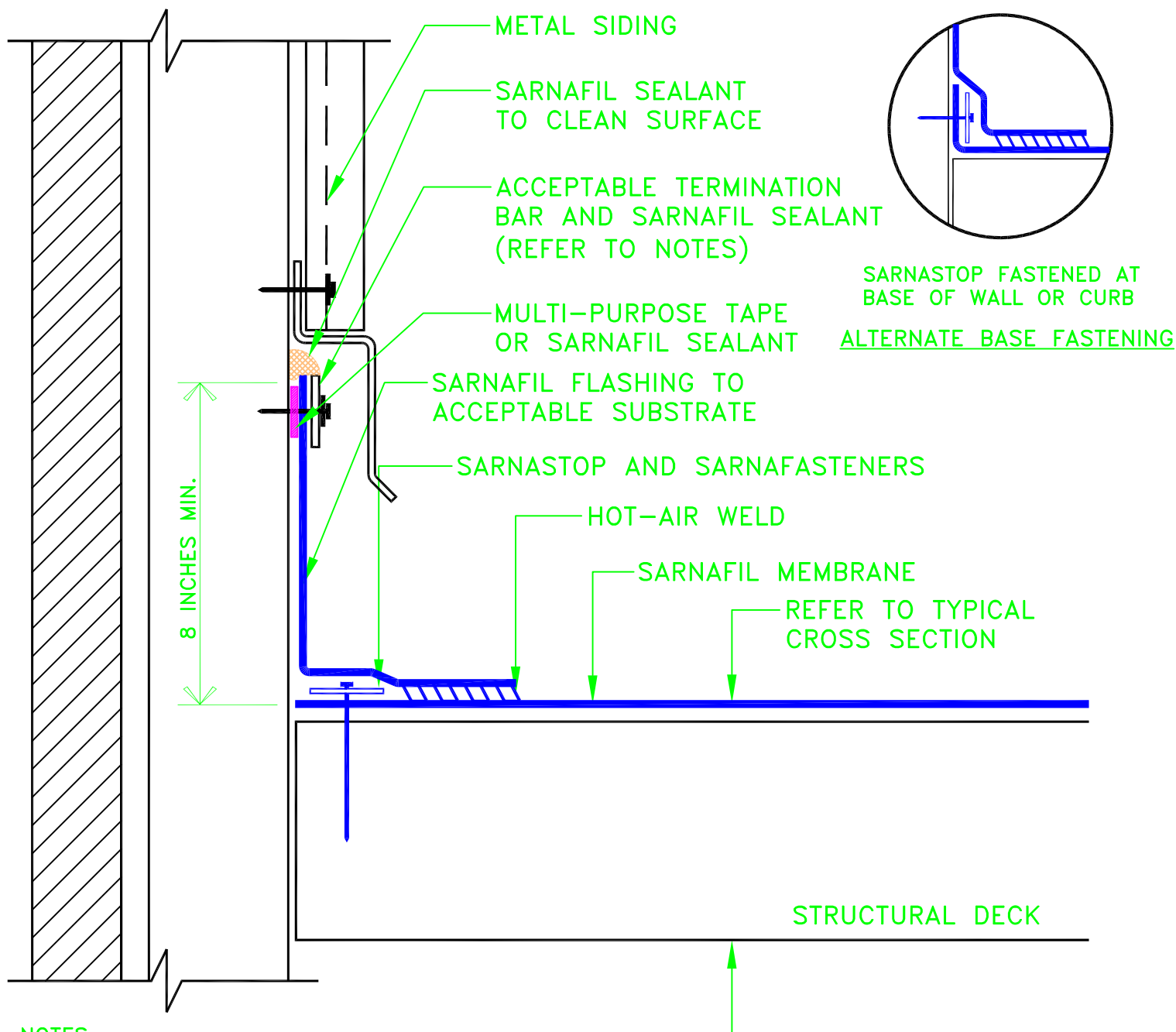
Submitted by: EDWARD SANCHEZ

Signature:

Date:

Signature:

Date: 01/09/2026



NOTES:

1) SEALANT IS A TWO STEP APPLICATION:
 A) BEHIND TOP OF SARNAFIL FLASHING.
 B) AND AT TOP OF SARNAREGLET.
 C) SEALANT SHALL BE APPLIED TO CLEAN ACCEPTABLE SURFACE.

2) SEALANT IS A MAINTENANCE ITEM. MAINTENANCE IS NOT COVERED UNDER THE SIKA SARNAFIL WARRANTY.
 3) TERMINATION BAR SHALL BE SECURELY ANCHORED WITH GROMMETTED FASTENERS AND PROVIDE ADEQUATE COMPRESSION OF MEMBRANE FLASHING AND SEALANT.

FLASHING AT SIDING



Sarnafil®

714-821-9355 www.sikacorp.com

JOB NAME:

SCALE:

N.T.S.

DATE:

FILE NO.:

3.4

DRW. NO.:

RESOLUTION NO 26-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2025-26 CDBG FUND BUDGET BY APPROPRIATING \$70,000 TO BE ALLOCATED TO THE ADDITIONAL CONSTRUCTION COSTS FOR THE SENIOR CENTER ROOF REPLACEMENT PROJECT NO. 8061

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 Senior Center Roof Replacement Project - Town Project 8061.

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

SECTION 1. The Town Council appropriates \$70,000 from the FY 25-26 CDBG Fund Budget to Project No. 8061 Senior Center Roof Replacement Project.

APPROVED AND ADOPTED THIS 20th Day of January 2026.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

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



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: January 13, 2026

Meeting Date: January 20, 2026

Subject: Treasurer's Report for the Quarter Ending December 31, 2025

Recommendation:

Receive and file the Treasurer's Report for the second quarter of FY2025-26.

Prior Review:

None.

Discussion:

The investment policy and Town Code of the Town of Yucca Valley requires that quarterly Treasurer's reports be filed with the Town Council. The attached Treasurer's Report is for the Second Quarter of FY2025-26.

Alternatives

Fiscal Impact:

None.

Attachments

1. Treasurers Report December 31, 2025

**Town of Yucca Valley
Treasurer's Report
As of December 31, 2025**

Institution/Investment	Market Value	Percent of Portfolio	Yield	Maturity Date
Pacific Western-Checking Acct	\$ 8,384,078	15.01%	0.00%	Liquid
Local Agency Investment Fund (LAIF)	9,530,990	17.06%	4.03%	Liquid
Pac Western-Successor Agency	331,631	0.59%	0.00%	Liquid
Pacific Western Money Market Account	18,565,783	33.23%	4.22%	Liquid
Chandler Asset Mgmt Portfolio	11,483,447	20.56%	4.26%	Liquid to 5/15/27
Chandler Asset Mgmt Portfolio - D/S	7,566,065	13.54%	4.13%	12/31/2026
Petty Cash	3,390	0.01%	0.00%	Liquid
Total Cash & Investments	\$ 55,865,384	100.00%	3.52%	

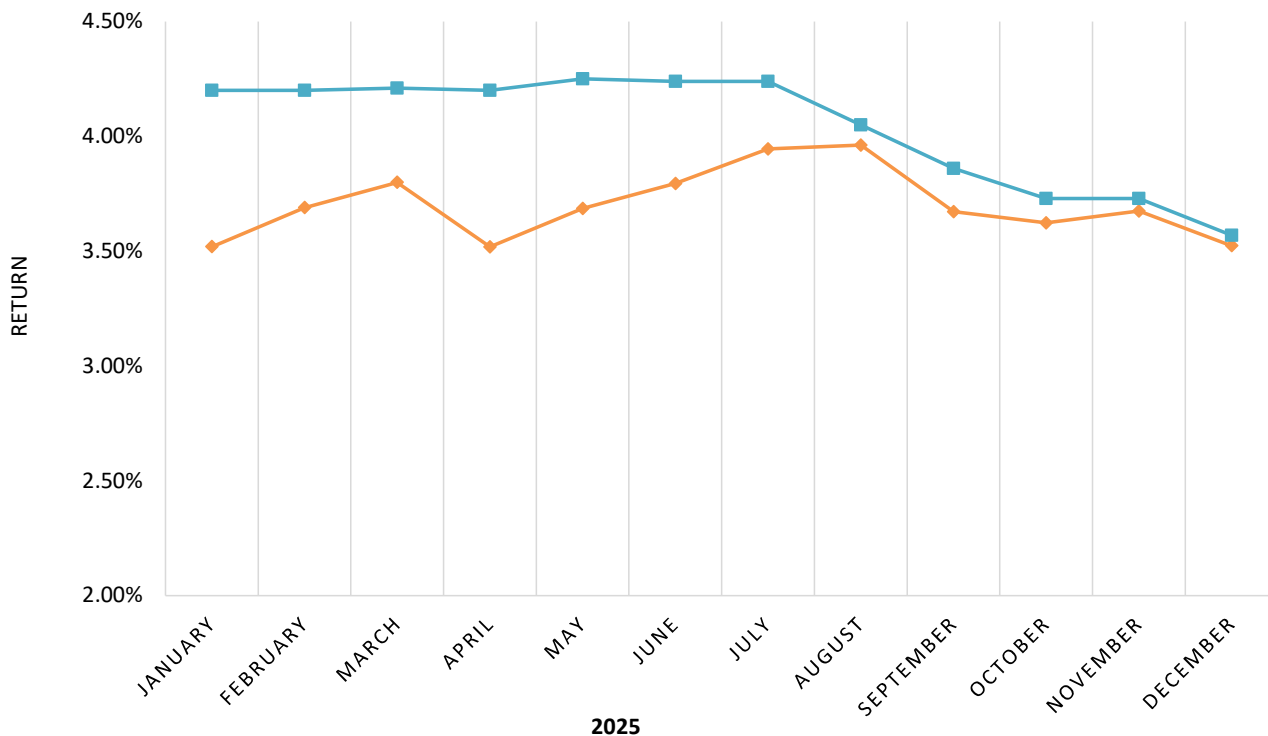
I certify that to the best of my knowledge, this report accurately reflects all pooled investments, and is in conformity with the Town's investment policy revised on June 21, 2022, which complies with the California Government Code. A copy of this investment policy, along with the supporting banking and investment statements, is available in the office of the Town Clerk. All investment actions executed since the last investment report have been made in full compliance with the Investment Policy. This investment program provides sufficient cash flow liquidity to meet the next six months of budgeted expenditures.

Jordan Gumbish

Jordan Gumbish
Finance Manager

INVESTMENT PORTFOLIO PERFORMANCE

— Portfolio Return — 90 Day T-Bill



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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: December 15, 2025

Meeting Date: January 20, 2026

Subject: AB1234 Reporting Requirements

Recommendation:

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

Town of Yucca Valley
Council Member AB1234 Meeting Schedule
December 2025

Date of Travel	Organization	Description	Location
Mayor Merl Abel			
		No reportable meetings	
Mayor Pro Tem Jim Schooler			
		No reportable meetings	
Council Member Rick Denison			
		No reportable meetings	
Council Member Jeff Drozd			
		No reportable meetings	
Council Member Robert Lombardo			
		No reportable meetings	

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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: December 15, 2025

Meeting Date: January 20, 2026

Subject: AB1234 Reporting Requirements

Recommendation:

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

Town of Yucca Valley

**Council Member AB1234 Meeting Schedule
November 2025**

Date of Travel	Organization	Description	Location
Mayor Jeff Drozd			
11/13/25	Mojave Desert and Mountain Recycling Authority	JPA Board Meeting	Victorville, CA
Mayor Pro Tem Merl Abel			
	No reportable meetings		
Council Member Rick Denison			
11/05/25	SBCTA	Board of Directors Meeting	San Bernardino, CA
11/05/25	SCAG	Executive/Administration Committee	Los Angeles, CA
11/06/25	SCAG	Energy and Enviroment Committee Meeting	Los Angeles, CA
11/06/25	SCAG	Regional Council Meeting	Los Angeles, CA
11/20/25	City of Orange	Community group meeting on parking management strategies	Orange, CA
Council Member Jim Schooler			
	No reportable meetings		
Council Member Robert Lombardo			
	No reportable meetings		

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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: December 15, 2025

Meeting Date: January 20, 2026

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$340,806.43 dated December 05, 2025, and \$308,432.90 dated December 19, 2025.

Ratify the Warrant Registers totaling \$926,630.44 dated December 05, 2025, \$58,455.64 dated December 15, 2025, and \$1,821,154.37 dated December 19, 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 - December 05, 2025
2. Payroll Register - December 19, 2025
3. Warrant Register 12.05.2025.
4. Warrant Register 12.15.2025.
5. Warrant Register 12.19.2025.

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - December 05, 2025

Fund Distribution Breakdown

Fund Distribution

General Fund	\$325,225.26
Gas Tax Fund	3,572.93
Measure I Fund	10,491.63
Measure Y Fund	1,516.61

Grand Total Payroll	<u><u>\$340,806.43</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 12/05/2025
(November 15, 2025 - November 28, 2025)
Checks: 5800 - 5803

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	1,939.83	0.00	1,939.83
Direct Deposit	167,303.28	0.00	167,303.28
Sub-total	169,243.11		169,243.11
<u>Employee Tax Withholding</u>			
Federal	37,992.76		37,992.76
Medicare	3,596.53	3,596.48	7,193.01
Medicare Surtax	345.48	-	345.48
State	15,399.97		15,399.97
Sub-total	57,334.74	3,596.48	60,931.22
<u>Employee Benefit & Other Withholding</u>			
Vehicle Fringe Benefit (T.M.)		1,709.00	1,709.00
Misc. Adjustment		336.29	336.29
Deferred Compensation	6,979.78	4,178.27	11,158.05
PERS Survivor Benefit	48.00		48.00
Health Café Plan	4,417.88	17,605.52	22,023.40
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 %	6,330.29		6,330.29
PERS EE - Contribution 7%	1,313.90		1,313.90
PERS EE - Contribution 8%	4,678.65		4,678.65
PERS Retirement - Employer 7.96%	-	6,501.83	6,501.83
PERS Retirement - Employer 10.19%	-	1,912.66	1,912.66
PERS Retirement - Employer 15.30%	-	8,947.95	8,947.95
PERS UAL Retirement - Employer 41.55%	-	24,299.76	24,299.76
Wage Garnishment - Employee	1,204.18	-	1,204.18
Life & Disability Insurance		1,670.96	1,670.96
Pension Fund Stabalization		2,203.42	2,203.42
Other Post Employee Benefit's		4,406.84	4,406.84
Unemployment Insurance		4,097.44	4,097.44
Workers' Compensation		7,024.21	7,024.21
Sub-total	25,737.95	84,894.15	110,632.10
Gross Payroll	\$252,315.80	\$88,490.63	\$340,806.43
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

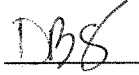
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - December 19, 2025

Fund Distribution Breakdown

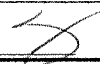
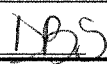
Fund Distribution

General Fund	\$290,858.17
Gas Tax Fund	3,567.10
Measure I Fund	10,877.68
Measure Y Fund	3,129.95

Grand Total Payroll	<u><u>\$308,432.90</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 12/19/2025
(November 29, 2025 - December 12, 2025)
Checks: 5804 - 5804

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	617.57	0.00	617.57
Direct Deposit	154,589.58	0.00	154,589.58
Sub-total	155,207.15		155,207.15
<u>Employee Tax Withholding</u>			
Federal	20,588.79		20,588.79
Medicare	2,973.59	2,973.65	5,947.24
Medicare Surtax	270.31	-	270.31
State	8,887.94		8,887.94
Sub-total	32,720.63	2,973.65	35,694.28
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	0.61	0.61
Deferred Compensation	8,550.69	7,224.53	15,775.22
PERS Survivor Benefit	56.00		56.00
Health Café Plan	5,231.06	22,258.85	27,489.91
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 %	6,906.31		6,906.31
PERS EE - Contribution 7%	1,366.93		1,366.93
PERS EE - Contribution 8%	4,777.39		4,777.39
PERS Retirement - Employer 7.96%	-	7,093.42	7,093.42
PERS Retirement - Employer 10.19%	-	1,989.87	1,989.87
PERS Retirement - Employer 15.30%	-	9,136.77	9,136.77
PERS UAL Retirement - Employer 41.55%	-	24,812.56	24,812.56
Wage Garnishment - Employee	1,100.58	-	1,100.58
Life & Disability Insurance		1,608.84	1,608.84
Pension Fund Stabalization		1,752.52	1,752.52
Other Post Employee Benefit's		3,505.08	3,505.08
Unemployment Insurance		3,461.03	3,461.03
Workers' Compensation		5,933.16	5,933.16
Sub-total	28,754.23	88,777.24	117,531.47
Gross Payroll	\$216,682.01	\$91,750.89	\$308,432.90
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley

Warrant Register from 12/05/2025 to 12/05/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065822	Advanced Imaging Solutions	Copier Leases, 10/01/2025-12/31/2025	5,521.35
0065823	AIS	10/25 Copy Charges per Lease; Contract Overage Charge for 01.01.25-09.30.25	1,331.44
0065824	AIS	11/25 Copy Charges per Lease	816.65
0065825	AIS	Kip 740C Color Wide Format Plotter	31,185.04
0065826	AIS	Monthly Maintenance Supply for KIP Plotter @ Engineering Dept, 11/17/25-12/16/25	116.80
0065827	Haley Allanbeck	Contract Event Staffing YB Outreach	100.00
0065828	GREGORY ALLEN REX	Invoices 9717, 9777	2,538.00
0065829	Arthur Ramirez Gutierrez	Invoices 111225, 111325	210.00
0065830	AT&T MOBILITY	Cell Phone Service	435.71
0065831	AVALON URGENT CARE INC	Invoices 29685, 29688, 29716, 29755, 29762, 29763, 29764, 29857, 29904, 29905, 29906, 29907, 29909, 29910, 29911, 30094, 30143, 30239, 30296	1,420.00
0065832	Dena Bates	Senior Benefit Assistance Program	140.00
0065833	Be CARB Compliant	Report Equipment in DOORS Online Reporting System	352.00
0065834	Lara Bennett	Invoices Nov-25, Nov-25 , Nov-25	100.80
0065835	Bo Qing Tang	YVFF Best Movie Poster Winner	50.00
0065886	Borjon Auto Center	2026 GMC Sierra K2500, VIN 1GT4UME78TF172023	62,776.19
0065836	DEBRA BREIDENBACH-STERLING	Invoices Reimbursement, Reimbursement	190.88
0065837	Brian Knappmiller	YVFF Best Documentary Winner	150.00
0065838	Caleb Garrett	YVFF Best Visual Art Winner	100.00
EFT	Capitol Advocacy LLC	11/2025 Professional Services	10,000.00
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	Invoices 8985, 8988	230.00
0065839	Cart Retrieval, Inc.	10/2025 Town-Wide Shopping Cart Retrieval Services	1,150.00
EFT	CDW GOVERNMENT	Monitors for AS/AC and IT Closet	257.93
EFT	Charter Communications	Cable/Fiber Services	4,151.00
EFT	CivicPlus LLC	Annual License Renewal for Recreation Software, 12/02/2025-12/01/2026	7,293.04
0065840	CoachDeck	Basketball Training Supplies	159.50
0065841	COPPER MOUNTAIN COLLEGE	YBL Gym Rental	330.00
0065842	Dahlin Group, Inc.	YV Aquatic Center Project Services, thru 10/31/2025	7,900.00
0065843	BROOKE DUDRA	Travel Expense Reimbursement, New Law Clerk Conference, 11.11.25-11.14.25	22.18
EFT	Electryon Tech LLC/dba JackrabbitGo.com	Internet Service @Founders Plaza; Additional Wifi Router Suply	129.00
EFT	Electryon Tech LLC/dba JackrabbitGo.com	WiFi Router	115.00
0065844	Employment Development Department	UI Benefit Charges, account ID 932-0490-7	1,299.00
0065845	Sharon Fain	Contracted Instructor, Slow Poke Hiking Class	2.10
0065846	Fire Protection Service Corporation dba Pye-Barker Fire & Safety	Refund for Business Registration Fee Overcharge	51.00
0065847	First American Data Tree, LLC	Monthly Subscription for Property Info Website	100.00
0065848	Frank Blake	YVFF Best Director Winner	250.00
0065849	Gold Mountain California News Media, Inc.	Invoices 64604, 65658	1,285.83
EFT	Governmentjobs.com, Inc.	Annual Governmentjobs.com Subscription, 01/17/2026-01/16/2027	5,691.08
0065850	Graham Bishop	YVFF Best Trailer Winner	50.00
0065851	GUY WULF	Invoices 111225, 111325	210.00
0065885	HDEAA Nonprofit Corp	Adult & Pediatric CPR/First/AED	1,480.00
EFT	Hermann Design Group, Inc.	State Highway 62 Improvements, Oct 2025	14,003.50
0065852	Hi-Desert Metal & Gas Supply	Maintenance Equipment	30.02
0065853	Hi-Desert Water District	Water Supply Service	3,849.90
EFT	HMC Group dba HMC Architects	10/25 YV Aquatic Center Project - prop 68	40,000.00
0065854	Homes by Platinum	Refund for Business Registration Fee Overcharge	51.00
EFT	Honeywell International Inc.	PO26-10192, Community Center HVAC Project	95,160.77
EFT	Impact Sciences, Inc.	CEQA for Dutch Bros, Project #1590.003, Oct 2025	14,437.40
0065855	James McCubbin	Maintenance Equipment Expense Reimbursement	672.36
0065856	Joseph Clift	YVFF Best Animated Short Film ex-aequo Winner	200.00
0065857	Joy Regullano	YVFF Festival Pick#1 Winner	100.00

Town of Yucca Valley

Warrant Register from 12/05/2025 to 12/05/2025

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065858	Justin Haulbrook	YVFF Best Music Video Winner	100.00
0065859	Kevin Bibo	YVFF Best Script ex-aequo Winner	150.00
0065860	Kristen Gerweck	YVFF Best Short Film Winner	200.00
0065861	Luke Salewski	YVFF Best Student Film Winner	150.00
0065862	Khristina Lund	Contracted YVFF Services	512.50
0065863	FRED'S TIRES	Vehicle Maintenance	940.03
0065864	Nena C McCullough	Senior Center Expenses Reimbursement	71.54
0065865	Municipal Dental Pool C/O Keenan & Associates, SETECH Department	Monthly Dental Premium Group ID #22642-00001, Dec 2025	2,200.32
0065866	Nelson Mobile Services Inc	Invoices 2763, 2764, 2765, 2766, 2767, 2772	895.05
0065867	Nicole Manoochehri	YVFF Best Dance Film Winner	150.00
0065868	Paul Hollingsworth	YVFF Best Animated Short Film ex-aequo Winner	200.00
EFT	Primo Brands	Invoices 15K0028803427, 25K0025796020	450.94
0065869	Quadient Finance USA Inc.	Postage	1,802.06
0065870	Quadient Leasing USA Inc.	ComDev and Town Hall Postage Machines Leases 12/17/2025-03/16/2025	1,412.22
0065871	Quadient Inc.	Annual Overage for eCertify mail	159.84
0065872	QUALITY STREET SERVICES INC	Invoices 256989, 256990	16,960.00
EFT	Quinn Company	Credit Card Nov 2025	1,870.09
0065873	Reuben Luke	YVFF Festival Pick#2 Winner	100.00
EFT	RHA Landscape Architects-Planners, Inc.	Invoices 122764, 122783	3,475.00
EFT	Right of Way, Inc.	Street Signs	1,147.17
0065874	Robert Robb	YVFF Award Winner	300.00
EFT	Safework, Inc C/O nFusion Capital	YVARC Project Construction Managment, 10/01/2025-10/31/2025	67,853.19
EFT	SCE	Electric Service Nov 2025	5,207.72
0065875	Schroeder Plumbing, Inc.	Site Walk with Plumber at Museum	325.00
0065876	Ryan Scott	Contracted YVFF Services	315.00
0065877	William Michael Shamhart	Contracted Instructor, 2025 Fall Pickeball Clinics/Drills	53.90
0065878	Sonsray Machinery, LLC	Equipment Maintenance	2,927.36
EFT	Southwest Networks, Inc.	Invoices 25-11041SC, 25-11042, 25-11044SC, 25-11045SC, 25-11046SC, 25-11115	7,966.75
EFT	Spec Construction Co., Inc.	Senior Center Modernization Phase II Project, thru 10/31/2025	478,093.70
0065879	Staci Mallett	YVFF Best Script ex-aequo Winner	150.00
EFT	Staples	Credit Card Nov 2025	674.95
EFT	THE HOME DEPOT U S A INC.	Credit Card Nov 2025	2,709.45
EFT	TPx Communications	Phone Service Nov 2025	4,864.91
EFT	TRACTOR SUPPLY CREDIT PLAN	Credit Card Nov 2025	65.66
EFT	Multy Service Technology Solutions Inc.	Credit Card Nov 2025	564.60
EFT	Tripepi, Smith & Associates, Inc.	PO 26-10137, Orchid Ferstival Promotion	1,061.25
0065880	Trophy Express	Name Plate with Town Logo	172.95
0065881	Tyler Rogers	YVFF Best Drone Film Winner	50.00
0065882	UniFirst Corporation	Laundry Uniforms	175.96
EFT	Parkers Building Supply	Credit Card Nov 2025	356.67
0065883	VCA Yucca Valley Animal Hospital	Invoices 5563675321, 5563675551, 5563676285, 5563685787, 5563690489	698.12
EFT	WEX Bank	Fuel	668.42
0065884	Yucca Valley Auto Parts, Inc.	Invoices 522771, 523170, 523175	231.65

Total Checks:
926,630.44

Town of Yucca Valley

Warrant Register from 12/15/2025 to 12/15/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065887	GREGORY ALLEN REX	Veterinary Services	1,069.00
0065888	BASIN WIDE FOUNDATION	Membership Dues	250.00
0065889	CoreLogic Solutions LLC, Information Solutions	RQ2 Nationwide Commitment Package, Nov 2025	603.15
0065890	Dog Waste Depot	Dog Waste Roll Bags Supply	809.10
0065891	EWING IRRIGATION PRODUCTS INC	Irrigation Maintenance Supplies	268.07
0065892	Frazier Pest Control, Inc.	11/25 Town-wide Monthly Pest Control	380.00
0065893	FULTON DISTRIBUTING CO	Janitorial Supplies	1,731.19
0065894	Guiding Light Pet	Invoices 20251122DMI, 20251213DMI	4,000.00
0065895	JOSHUA SPRINGS CALVARY CHAPEL	2025 Annual Community Prayer Breakfast	300.00
0065896	Landmark Consultants, Inc	YV Aquatic & Recreation Center Prop 68, 11/06/25-11/19/25	7,540.50
0065897	PlaceWorks, Inc.	CEQA for GP Open Space Element Update, Nov 2025	14,352.65
0065898	ROGERS ANDERSON MALODY & SCOTT LLP	FY24-25 Audit Services - November 2025 Billing; Measure Y; Measure Z	13,100.00
0065899	SBCO RECORDER	Release of Pendency	20.00
0065900	Spark Growth!	FY25/26 Measure Y Partnership Agreement	2,500.00
0065901	UltraSystems Enviromental Incorporated	CEQA for Sun Mesa Mini Storage Facility, Nov 2025	6,689.50
0065902	UniFirst Corporation	Laundry Uniforms	175.96
0065903	VCA Yucca Valley Animal Hospital	Veterinary Services	1,139.20
0065904	Wireless Controls, Inc.	Irrigation Parts and New Radio Supply	3,415.00
0065905	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance Supply	112.32
<u>Total Checks:</u>			<u>58,455.64</u>

Town of Yucca Valley

Warrant Register from 12/19/2025 to 12/19/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
EFT	ACCUFUND INC	AccuFund Annual Software License, 02/01/2026-01/31/2027	10,316.25
0065906	ADDICTION MEDICINE CONSULTANTS	Invoices 122026, 12M2026	1,368.00
EFT	American Business Bank	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#16, period thru 11/30/2025	52,794.10
0065907	Maria Dolores Amstutz	Contracted Instructor, Senior Programming	150.00
0065908	Animal Action League	Invoices 2359361, 2359361sc	5,825.00
0065909	GREGORY ALLEN REX	Veterinary Services	1,073.00
0065910	Raini Ameli Armstrong	Contracted Instructor, Watercolor Workshop	35.00
0065911	Dena Bates	Senior Benefit Assistance Program	90.00
EFT	Roadrunner Print and Ship	Invoices 4445, 4473, 4482, 4708	1,748.22
EFT	Burke Williams and Sorensen LLP	11/25 Professional Services	34,219.47
0065912	Carlos Eduardo Coneo Flor	Refund for CWMP Deposit, Permit#2025-195	500.00
0065913	Castrol Premium Lube & Smog Express	Vehicle Maintenance Service	56.22
EFT	CHARLES ABBOTT ASSOCIATES	11/25 Building Permit and Plan Check Fees	21,081.22
0065914	Desert Arc	11/25 Cleaning Services	7,232.04
EFT	Desert Fire Extinguisher Co Inc.	Annual Fire Extinguisher Service	1,811.49
EFT	EcoFert, Inc.	11/25 Monthly Program Fees	2,160.00
0065915	Erik Mendoza	Photography Service for Tree Lighting and Snow Play Day Events	525.00
0065916	Five South Corp	Refund of CWMP; 2023-1279; 7408 Desert Sky; BP 2023-1282; 7444 Desert Sky; BP 2023-1283; 7432 Desert Sky; BP 2023-1284; 7420 Desert Sky	2,000.00
EFT	Flock Group, Inc.	Flock Safety LPR; Infrastructure Implemetation Fee	105,600.00
0065917	Frazier Pest Control, Inc.	Invoices 238692, 242771	178.00
0065918	Golden State Sports Photography	Deposit for Golden State Sports Photograph Packages	1,700.00
0065919	Gold Mountain California News Media, Inc.	Invoices 65041, 65206, 66005, 66214, 66215, 66242, 66243	3,283.01
EFT	Granicus, LLC	Invoices 219183, 220513	31,413.37
0065920	Hi-Desert Metal & Gas Supply	Carbon Dioxide Units Supply for Pool	65.25
0065921	Hi-Desert Water District	Water Supply Service	12,572.28
EFT	Honeywell International Inc.	Mechanical & Electrical Service, Jan 2026	5,551.39
0065922	Patrick Hutchinson	Tree Lighting Event Audio	400.00
0065923	Christine I'Anson	Mileage Reimbursement	37.80
EFT	Impact Sciences, Inc.	CEQA for Dutch Bros, Project #1590.003, Nov 2025	18,358.60
EFT	Joshua Curtis Slone	Invoices 0000213, 0000214550	1,050.00
0065924	Julie Reints	STEAM Workshop for Museum	540.00
0065925	KK RENTS, LLC	Invoices 251201-00022872-001, 251203-00022922-001	394.60
0065926	Landmark Consultants, Inc	Invoices LP1325-19, LP1325-20	5,328.85
0065927	MICHAEL E LANG	Contracted Instructor, CPR Class	105.00
EFT	Lincoln 457 (Payroll)		3,988.68
0065928	Living Hope Church	PO26-10121, Facility Rental for Youth Sports	10,000.00
0065929	Janie Long	Contracted Instructor, Senior Programming	100.00
0065930	Meilani MacDonald	Invoices 11.01-12.11., Nov-25	51.80
EFT	Mariposa Landscapes Inc.	11/25 Landscape Maintenance	9,397.65
EFT	Shawn M Matteke	Invoices Dec-25, Nov-25	850.00
EFT	Nena C McCullough	Senior Center Expenses Reimbursement	285.35
0065931	Miracle Recreation Equipment Company, Inc.	Playground Parts Supply	493.79
EFT	Mission Square		6,213.06
0065932	Victoria Montgomery	Contracted Instructor, Stretch "N" Tone Class	90.30
0065933	MORONGO UNIFIED SCHOOL DISTRICT	11/25 Fleet Fuel	6,141.16
0065934	Municipal Dental Pool C/O Keenan & Associates, SETECH Department	Monthly Dental Premium Group ID #22642-00001, Jan 2026	2,200.32
EFT	Noel Rodney Owsley	Invoices 12-25-001, 12-25-002, 12-25-003	3,550.00
EFT	Pacific Western Bank	Credit Card December 2025	34,161.14
EFT	PARS		956.31
0065935	PARS	Annual Asset Fee	300.00
0065936	PlaceWorks, Inc.	Invoices TYV-09.0-10, TYV-11.0-6, TYV-12.0-5	6,125.38
0065937	QUALITY STREET SERVICES INC	Street Sweeping Service, Ticket #4578, 11/24/2025-11/26/2025	6,360.00

Town of Yucca Valley

Warrant Register from 12/19/2025 to 12/19/2025

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065938	Marina Veterinary Center	Veterinarian Services, 12.01-02.2025	1,040.00
0065939	JOHN CLAYTON RARDON	Film Festival Expenses Reimbursement	447.94
EFT	Right of Way, Inc.	Street Signs	239.78
EFT	Robert Clapper Construction Services Inc	YV Aquatic and Recreation Center Construction Project, thru November 30, 2025	1,003,087.84
0065940	Rolfa Dippel	Refund for CPR Class	25.00
EFT	SBCO Sheriff's Department	Invoices 36934, 36971	70,545.91
EFT	SCE	Electric Service Nov/Dec 2025	33,056.94
0065941	Penny Lee Shadwick	Contracted Instructor, Knit and Crochet Class	5.60
EFT	SoCalGas	Gas Service December 2025	5,720.47
0065942	The Christmas Kings	Final Payment 2025 Holiday Lighting and Decor Services, PO 26-10189	6,162.50
EFT	Multy Service Technology Solutions Inc.	Credit Card December 2025	1,852.22
EFT	Tripepi, Smith & Associates, Inc.	Invoices 16083, 16201	17,644.05
0065943	ULINE	Maintenance Supplies, Order #42498185	613.41
0065944	UniFirst Corporation	Invoices 2200337450, 2200340023	351.92
EFT	UniFirst First Aid + Safety	Medical Kit Supply	124.36
EFT	Van Engineering Inc.	CC Athletic Facility Improvements, 11/01/25-11/30/25	239,423.75
0065945	VCA Yucca Valley Animal Hospital	Invoices 5563679873, 5563680577, 5563680970, 5563681086, 5563681414, 5563681658, 5563681674, 5563691323	1,712.50
0065946	Veterinary Emergency Group	Veterinary Services	434.11
0065947	Benjamin Vital	Draw Club Contracted Instructor	40.00
0065948	Charlie Enora Walker	Draw Club Live Model Service	130.00
0065949	Webb Municipal Finance LLC	LLD-Fund 581, SDMD-Fund 582, CFD-Fund 583	17,168.99
0065950	Mary Worthen	Contracted Instructor, Knit and Crochet Class	42.00
0065951	Yucca Valley Auto Parts, Inc.	Invoices 524451, 524534	123.66
EFT	Yunex LLC	10/25 Traffic Signal Maintenance	333.32
<u>Total Checks:</u>			<u>1,821,154.37</u>

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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: December 15, 2025

Meeting Date: January 20, 2026

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$292,759.58 dated November 07, 2025, and \$297,605.37 dated November 21, 2025.

Ratify the Warrant Registers totaling \$1,975,924.35 dated November 07, 2025, and \$4,317,690.42 dated November 21, 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 - November 07, 2025
2. Payroll Register - November 21, 2025
3. Warrant Register 11.07.2025.
4. Warrant Register 11.21.2025.

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - November 07, 2025

Fund Distribution Breakdown

Fund Distribution

General Fund	\$267,478.49
Gas Tax Fund	3,645.46
Measure I Fund	10,492.26
Measure Y Fund	11,143.37

Grand Total Payroll	<u><u>\$292,759.58</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 11/07/2025
(October 18, 2025 - October 31, 2025)

Checks: 5796 - 5797

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	1,017.50	0.00	1,017.50
Direct Deposit	151,135.98	0.00	151,135.98
Sub-total	152,153.48		152,153.48
<u>Employee Tax Withholding</u>			
Federal	21,329.65		21,329.65
Medicare	2,889.52	2,889.55	5,779.07
Medicare Surtax	191.12	-	191.12
State	9,282.03		9,282.03
Sub-total	33,692.32	2,889.55	36,581.87
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		0.01	0.01
Deferred Compensation	7,940.97	3,898.89	11,839.86
PERS Survivor Benefit	47.00		47.00
Health Café Plan	3,799.53	16,572.52	20,372.05
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 %	6,264.23		6,264.23
PERS EE - Contribution 7%	1,286.97		1,286.97
PERS EE - Contribution 8%	4,693.48		4,693.48
PERS Retirement - Employer 7.96%	-	6,433.94	6,433.94
PERS Retirement - Employer 10.19%	-	1,873.47	1,873.47
PERS Retirement - Employer 15.30%	-	8,976.30	8,976.30
PERS UAL Retirement - Employer 41.55%	-	24,376.76	24,376.76
Wage Garnishment - Employee	1,327.30	-	1,327.30
Life & Disability Insurance		1,581.85	1,581.85
Pension Fund Stabalization		1,656.40	1,656.40
Other Post Employee Benefit's		3,312.79	3,312.79
Unemployment Insurance		3,395.57	3,395.57
Workers' Compensation		5,820.98	5,820.98
Sub-total	26,124.75	77,899.48	104,024.23
Gross Payroll	\$211,970.55	\$80,789.03	\$292,759.58
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

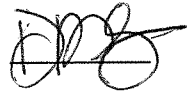
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - Noevember 21, 2025

Fund Distribution Breakdown

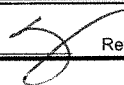
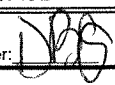
Fund Distribution

General Fund	\$280,547.67
Gas Tax Fund	3,596.73
Measure I Fund	11,012.59
Measure Y Fund	2,448.38

Grand Total Payroll	<u><u>\$297,605.37</u></u>
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Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Mananger: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 11/21/2025
(November 04, 2025 - November 14, 2025)
Checks: 5798 - 5799

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	1,078.79	0.00	1,078.79
Direct Deposit	148,068.32	0.00	148,068.32
Sub-total	149,147.11		149,147.11
<u>Employee Tax Withholding</u>			
Federal	19,568.21		19,568.21
Medicare	2,870.59	2,870.59	5,741.18
Medicare Surtax	191.14	-	191.14
State	8,496.13		8,496.13
Sub-total	31,126.07	2,870.59	33,996.66
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	8,063.78	8,152.11	16,215.89
PERS Survivor Benefit	56.00		56.00
Health Café Plan	3,341.29	21,979.32	25,320.61
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 %	6,547.68		6,547.68
PERS EE - Contribution 7%	1,366.93		1,366.93
PERS EE - Contribution 8%	4,768.00		4,768.00
PERS Retirement - Employer 7.96%	-	6,725.10	6,725.10
PERS Retirement - Employer 10.19%	-	1,989.87	1,989.87
PERS Retirement - Employer 15.30%	-	9,118.82	9,118.82
PERS UAL Retirement - Employer 41.55%	-	24,763.80	24,763.80
Wage Garnishment - Employee	1,207.39	-	1,207.39
Life & Disability Insurance		1,588.05	1,588.05
Pension Fund Stabalization		1,692.17	1,692.17
Other Post Employee Benefit's		3,384.42	3,384.42
Unemployment Insurance		3,297.98	3,297.98
Workers' Compensation		5,653.62	5,653.62
Sub-total	26,116.34	88,345.26	114,461.60
Gross Payroll	\$206,389.52	\$91,215.85	\$297,605.37
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley

Warrant Register from 11/07/2025 to 11/07/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Alliant Insurance Services Trust Account Newport	Special Event Insurance Premium, YUCCVAL-01	395.00
0065713	AMERICAN ASPHALT SOUTH, INC.	Invoices 2025-2478A, 2025-2478B	1,440,122.40
0065714	Maria Dolores Amstutz	Contracted Instructor, Senior Programming	150.00
0065715	Animal Action League	Veterinary Services	183.00
0065716	GREGORY ALLEN REX	Veterinary Services	931.00
0065717	Raini Ameli Armstrong	Contracted Instructor, Stretch "N" Tone Class	59.50
0065718	Arthur Ramirez Gutierrez	Invoices 102225 , 102925	150.00
0065719	AT&T MOBILITY	Cell Phone Service	519.28
0065720	AVALON URGENT CARE INC	Invoices 28986, 29511	145.00
0065721	Dena Bates	Senior Benefit Assistance Program	170.00
EFT	Roadrunner Print and Ship	Invoices 4202, 4234, 4271, 4331, 4365, 4387	3,106.45
0065722	Be CARB Compliant	Invoices 30003725, 30003865	447.00
0065723	Lara Bennett	Invoices Oct-25, Oct-25, Oct-25	162.40
0065724	DEBRA BREIDENBACH-STERLING	Invoices TR, TR	1,884.39
0065725	BROADCAST MUSIC INC	Membership Renewal, account #2134940, 10.01.25 -09.30.26	425.94
0065726	Buchalter	Audit Responses T5747-3	460.00
EFT	Capitol Advocacy LLC	10/2025 Professional Services	10,000.00
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	Backflow Testing Services	60.00
0065727	Cart Retrieval, Inc.	09/2025 Town-Wide Shopping Cart Retrieval Services	1,090.00
0065728	Castrol Premium Lube & Smog Express	Invoices 83846, 84101, 84102	196.97
EFT	CDW GOVERNMENT	Monitor Supply	322.09
EFT	Charter Communications	Cable/Fiber Services	4,151.00
0065729	Cory Hamilton	Monument Stipend	1,500.00
0065730	Regina Costello	Contracted Instructor, Belly Dance Class	113.40
0065731	DATA TICKET INC	09/25 Code Enforcement Processing	630.84
0065732	BROOKE DUDRA	Invoices TR, TrvAdv	736.80
0065733	Erik Mendoza	Photigraphy Service for Halloween Spooktacular Event	300.00
0065734	Escape NY LLC / The Tiny Pony Restaurant	Operating Supplies	256.00
0065735	Sharon Fain	Invoices Oct-25 , Oct-25 , Oct-25 Wed, Reimbursement	211.84
0065736	First American Data Tree, LLC	Monthly Subscription for Property Info Website	100.00
0065737	Frazier Pest Control, Inc.	Invoices 234364, 234365	469.00
0065739	FULTON DISTRIBUTING CO	AS/AC Janitorial Supplies	393.65
0065740	Gina Brown	Contracted Instructor, Science for the Future	105.00
0065741	G/M BUSINESS INTERIORS	DIRTT Walls/Door, Senior Center Improvement Project, PO25-10145	70,584.93
0065742	GUY WULF	Invoices 101625, 102125, 102325, 102825	420.00
EFT	Harrell's LLC	Parks Maintenance Supplies	1,114.70
0065743	Hi-Desert Water District	Water Supply Service	3,915.05
0065744	Image360	Animnal Enclousure Privacy Screening	288.72
0065745	Tommie L Jones	Travel Expense Reimbursement, Aquatics Management School, 10/20/25-10/23/25	113.24
0065746	KCDZ-FM	Radio Advertisement - Community Clean Up Event	420.00
0065747	KELLY PAPER COMPANY	Invoices 12059331, 12059332, 12059333	1,035.84
0065748	Jakub Kusmieruk	Travel Expense Reimbursement, Aquatics Management School, 10/20/25-10/23/25	80.00
0065749	Lakefront Lock and Key	Invoices 1302, 1303	4,193.00
0065750	Landmark Consultants, Inc	Invoices LP1125-73, LP1125-74, LP1125-75	7,379.10
0065751	Janie Long	Contracted Instructor, Senior Programming	250.00
0065738	FRED'S TIRES	Vehicle Maintenance	45.00
0065752	Meilani MacDonald	Invoices 09.17.-10.14., Oct-25	159.60
EFT	Shawn M Mattheke	Contracted Instructor, Senior Programming	550.00
0065753	Nena C McCullough	Senior Center Expenses Reimbursement	150.62
0065754	MOJAVE DESERT & MTN INTEG WST JPA	Membership Dues, Q2 10/01/25-12/31/25	6,752.00
0065755	Victoria Montgomery	Contracted Instructor, Stretch "N" Tone Class	281.40
0065756	PLASTICPLACE	Grounds Maintenance Supplies	520.37
0065757	Ontario Spay and Neuter Inc.	Invoices 271795, 271981	2,638.00
0065758	Original Watermen, Inc.	Aquatics Program Uniforms	2,404.90
EFT	Primo Brands	Invoices 1510028803427, 25J0025796020	201.46

Town of Yucca Valley

Warrant Register from 11/07/2025 to 11/07/2025

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065759	PRO VIDEO	Council Meeting Recording	150.00
0065760	Quadient Finance USA Inc.	Postage	2,406.11
0065761	QUALITY STREET SERVICES INC	Invoices 256359, 256360, 256413, 256414	36,040.00
EFT	Quinn Company	Equipment	2,702.02
0065762	JOHN CLAYTON RARDON	Travel Expense Reimbursement, Visalia, 10/08/25-10/11/25	72.62
EFT	RHA Landscape Architects-Planners, Inc.	Museum Improvements Design, 08/26/25-09/25/25	1,665.00
0065763	Safeway Sign Company	Street Name Signs Replacement	238.85
EFT	SCE	Electric Service	6,295.13
0065764	Penny Lee Shadwick	Contracted Instructor, Knit and Crochet Class	22.40
0065765	William Michael Shamhart	Contracted Instructor, 2025 Fall Pickeball Clinics/Drills	658.70
0065766	Tease Shirts	Staff Clothing	1,062.67
EFT	Southwest Networks, Inc.	Invoices 25-10086, 25-10095	4,207.50
EFT	Spec Construction Co., Inc.	Senior Center Modernization Phase II Project, thru 10/01/2025	84,939.91
EFT	Staples	Credit Card	1,474.19
0065767	Stiles Animal Removal, Inc.	Dead Animal Disposal	1,050.00
0065768	Jesse Suddreth	Event Staff contract Service	150.00
0065769	The Christmas Kings	Second Deposit for Holiday Lighting and Decor Services, PO 26-10189	6,162.50
EFT	THE HOME DEPOT U S A INC.	Credit Card	1,635.06
EFT	TPx Communications	Phone Service	4,868.70
EFT	TRACTOR SUPPLY CREDIT PLAN	Credit Card	789.43
0065770	Trophy Express	Name Plate with Town Logo	46.98
EFT	Turf Star inc	Invoices INV120734, INV121277	56,893.96
0065771	UniFirst Corporation	Invoices 2200322670, 2200325195	384.86
EFT	Parkers Building Supply	Credit Card	228.85
0065772	VCA Yucca Valley Animal Hospital	Invoices 5563682784, 5563682785, 5563687694, 5563688039, 5563688185	687.95
EFT	Certified Stainless Service Inc	2000 Gallon Dust Control Truck, PO26-10175	185,972.57
EFT	WEX Bank	Fuel	210.48
EFT	WEX Bank	Fuel	1,251.23
0065773	Mary Worthen	Contracted Instructor, Woodcarving Class	30.80
0065774	YUCCA VALLEY TOWING, INC.	Veh#4 Towing Service	180.00
<u>Total Checks:</u>			<u>1,975,924.35</u>

Town of Yucca Valley

Warrant Register from 11/21/2025 to 11/21/2025

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<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
EFT	American Business Bank	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#15, period thru 10/31/2025	118,263.47
0065775	NVA Grand Terrace Veterinary Management LP	Invoices 581949, 582653	1,340.00
0065776	GREGORY ALLEN REX	Invoices 9381, 9624	2,716.00
0065777	Arthur Ramirez Gutierrez	Contracted Softball Umpiring Services	105.00
0065778	Be CARB Compliant	OBD Test	125.00
EFT	Burke Williams and Sorensen LLP	10/25 Professional Services	40,132.63
0065779	Castrol Premium Lube & Smog Express	Invoices 84334, 84340, 84644	166.15
EFT	CHARLES ABBOTT ASSOCIATES	10/25 Building Permit and Plan Check Fees	34,857.83
0065780	Colorado Studio LLC	2025 YV Film Festival Professional Services 2of2	15,575.00
0065781	LESLEY COPELAND	Travel Expense Reimbursement, San Bernardino, 10.23.2025.	92.40
0065782	CoreLogic Solutions LLC, Information Solutions	RQ2 Nationwide Commitment Package, Oct 2025	403.43
0065783	Cutting Edge Supply	Maintenance Equipment	1,274.77
0065784	Desert Arc	10/25 Cleaning Services	7,232.04
0065821	Geraldine Connell	Employee Holiday Party Photo Booth Service	665.62
0065785	Jeff Drozd	Travel Reimbursement, Mojave Desert RA JPA Meeting 11.13.2025.	119.27
0065786	SUSAN EARNEST	YV Film Festival Program Supplies Reimbursement	207.74
EFT	EcoFert, Inc.	10/25 Monthly Program Fees	2,160.00
EFT	Electryon Tech LLC/dba JackrabbitGo.com	Internet Service and WiFi Installation @ Founders Plaza	658.00
EFT	FARMER BROTHERS CO	Office Coffee Supply	525.62
0065787	FEDEX	Express Shipping Service	42.73
0065788	Helene M Ford	Refund for Dog License Overcharge	18.00
0065789	Frazier Pest Control, Inc.	Welcome Center Monthly Pest Control	85.00
0065790	FULTON DISTRIBUTING CO	Janitorial Supplies	1,641.39
0065791	G/M BUSINESS INTERIORS	Furniture for Senior Center Modernization, PO25- 10149, Phase 2	40,638.85
0065792	Gold Mountain California News Media, Inc.	Invoices 63996, 63998, 63999, 64495, 64496, 64497, 65042, 65043, 65044, 65045, 65046, 65047 , 65048, 65049, 65564, 65565, 65566, 65668, 65687	9,214.60
0065793	Greg Fagan	DJ Services for Employees Holiday Party	360.00
0065794	GUY WULF	Invoices 103025, 110425, 110625, 111125	420.00
0065795	Harris, Michael	Refund for CWMP Deposit, project #2021-2461	500.00
0065796	WJB GOLF LLC	Employee Holiday Party, Event Space and Food Deposit	500.00
0065797	Hi-Desert Water District	Water Supply Service	26,947.91
0065798	Homes by Platinum	Refund for CWMP Deposit, project #2024-1016	500.00
EFT	Honeywell International Inc.	Mechanical & Electrical Service, Dec 2025	5,551.39
0065799	INTERVET INC	Shelter Supplies - Microchips	1,661.25
0065800	Jorgensen, Lance	Refund for CWMP Deposit, project #2023-163	500.00
EFT	Joshua Curtis Slone	Exercise Physiologist, Senior Programming	750.00
0065801	JOSHUA SPRINGS CALVARY CHAPEL	Refund for CUP 05-95 Amd#3 EA26-24 for 57373 Joshua Ln	5,154.47
0065802	Jyrllys Remodeling and Cleaning Inc	Refund for CWMP Deposit, project #2023-1174	500.00
0065803	KCDZ-FM	Animal Shelter Radio Advertisement	620.00
0065804	Roberta Kurvink	Refund for Belly Dance Class	9.00
0065805	Landmark Consultants, Inc	Invoices LP1225-34, LP1225-35, LP1225-36	11,262.85
0065806	MICHAEL E LANG	Contracted Instructor, CPR Class	70.00
EFT	Lincoln 457 (Payroll)		3,927.15
EFT	Mariposa Landscapes Inc.	10/25 Landscape Maintenance	9,397.65
EFT	Mission Square		5,864.49
0065807	MORONGO UNIFIED SCHOOL DISTRICT	10/25 Fleet Fuel	7,402.11
EFT	Noel Rodney Owsley	Invoices 11-25-001, 11-25-002, 11-25-003, 11-25- 004, 11-25-005, 11-25-006, 11-25-007	8,500.00
EFT	Pacific Western Bank	Credit Card	31,366.80
EFT	PARS		2,048.22
0065808	PARS	09/25 Trust Administrator Services	300.00
EFT	LML LLC	Pin Logo Set	2,441.90

Town of Yucca Valley

Warrant Register from 11/21/2025 to 11/21/2025

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065809	PlaceWorks, Inc.	Invoices TYV-09.0-9, TYV-10.0-4, TYV-11.0-5, TYV-12.0-4	36,641.00
0065810	Precision Builder	Refund for CWMP Deposit, project #2025-223	500.00
0065811	PRO SECURITY SYSTEMS, INC.	Invoices 23819, 23820	1,118.00
0065812	QUALITY STREET SERVICES INC	Street Sweeping Service, Ticket #4537, 10/27/25-10/30/25	8,480.00
EFT	RDO Equipment Co.	2025 John Deere 5060E Cab Utility Tractor, PO25-10156	44,966.59
EFT	Right of Way, Inc.	Street Signs	1,348.34
EFT	Robert Clapper Construction Services Inc	YV Aquatic and Recreation Center Construction Project, thru October 31, 2025	2,247,006.01
0065813	RON'S AUTOMOTIVE	Vehicle Maintenance	1,855.30
EFT	Safework, Inc C/O nFusion Capital	Senior Center Project, Construction Management, 10/01/2025-10/31/2025	3,960.00
EFT	SBCO Sheriff's Department	Invoices 36896, 36911	1,174,860.00
EFT	SCE	Electric Service Nov 2025	34,654.16
0065814	Schroeder Plumbing, Inc.	Bottle Filler Installation@Welcome Center	125.00
EFT	SoCalGas	Gas Service Nov 2025	2,052.09
0065815	DEPARTMENT OF JUSTICE	10/25 Fees	60.00
EFT	Tripepi, Smith & Associates, Inc.	Invoices 15914, 15954	13,437.27
0065816	Trophy Express	Pin Brass Badge	48.96
0065817	UltraSystems Environmental Incorporated	CEQA for Sun Mesa Mini Storage Facility, 09/01/25-10/31/25	5,083.00
0065818	UniFirst Corporation	Invoices 2200327709, 2200329768	351.92
EFT	Van Engineering Inc.	CC Athletic Facility Improvements, 10.06.25-10.31.25	326,800.00
0065819	VCA Yucca Valley Animal Hospital	Invoices 5563683180, 5563684008, 5563684202, 5563684646, 5563684649, 5563685094, 5563688565, 5563688632, 5563688825,	3,978.90
0065820	Veterinary Emergency Group	Invoices 2hgeezws, krl77cqr, nfladsxu, qkhe91x3, slup4gp7	5,548.15
<u>Total Checks:</u>			<u>4,317,690.42</u>

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



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: January 14, 2026

Meeting Date: January 20, 2026

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:

The item was included on a 12/02/2025 public hearing but continued to the January 20, 2026 meeting.

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. 2026-27 Yucca Valley Elig-Not Elig List
2. CDBG Allocation History FY 2011-2025

San Bernardino County
Department of Community Development and Housing
2026-2027 CDBG Project Proposals

New/ Continuing	City	Applicant	Submission ID	Proposed Project Number	Project Title	Short Activity Description	Total Review Score	Amount Requested	Eligible? Yes/No
New	Yucca Valley	Heidi Schwegler, Director Yucca Valley Material Lab, Inc., 57275 Canterbury Street, Yucca Valley, California 92284 heidi@yvml.org 1-503-789-8050	52313877	New	Yucca Valley: ADA Pathway Improvements	The YVML ADA Pathway Improvements project will construct ADA-compliant outdoor pedestrian pathways and handrails at the Yucca Valley Material Lab campus in the Town of Yucca Valley to remove physical barriers and improve accessibility. The project includes grading, installation of compliant pathway surfaces, and construction of handrails connecting the artist studio, residence, and outdoor classroom areas, allowing safe and independent access for persons with disabilities, seniors, caregivers, and community members. These improvements will enhance equitable access to a publicly accessible community arts facility serving low- and moderate-income residents in the Morongo Basin. Upon completion, the project is expected to benefit approximately 500 to 800 users annually	89	\$ 7,500	Yes
New	Yucca Valley	Curtis Yakimow, Town Manager Town of Yucca Valley 57090 29 Palms Highway, Yucca Valley, CA 92284 cyakimow@yucca-valley.org 1-760-369-7207	52330378	New	Yucca Valley: Brehm II Turf and Irrigation Project	The Brehm II Turf and Irrigation Project will rehabilitate the existing turf fields at the Brehm II Park facility in the Town of Yucca Valley to improve safety, usability, and long-term functionality. The project includes removal and replacement of existing turf and topsoil, installation of a new water-efficient irrigation system, and placement of new topsoil and grass to support safe recreational use. These improvements will enhance access to well-maintained public recreational facilities used by low- and moderate-income residents, youth sports leagues, and nonprofit organizations. Upon completion, the upgraded fields are expected to benefit approximately 2,000 to 3,000 residents annually.	86	\$ 600,000	Yes

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: Shane Stueckle, Deputy Town Manager

Date: January 13, 2026

Meeting Date: January 20, 2026

Subject: 2026 Yucca Valley Animal Shelter Microchip Program

Recommendation:

That the Town Council approve the 2026 Yucca Valley Animal Shelter microchip program, establishing no fee microchipping for Town residents and \$5.00 microchipping fees for Morongo Basin County residents for calendar year 2026.

Prior Review:

There has been no prior review of this matter

Discussion:

Microchipping is a proven, low-cost strategy that significantly increases the likelihood that lost dogs are reunited with their owners, thereby reducing shelter intake, length of stay, and associated operational costs. By offering microchips at no or very low cost, the Shelter removes a key barrier for pet owners and helps keep dogs out of the shelter system.

While a precise percentage is not documented, numerous dogs entering the shelter, from both the Town and County areas, are stray animals without permanent identification. While many of these dogs are owned, lack of identification often prevents timely reunification with their families. Microchips provide permanent, reliable identification that cannot be lost or removed, unlike collars or tags. Establishing this effort as a year-long program in 2026 will allow broader community access and greater overall impact.

Under the proposed program, the Animal Shelter will:

- Provide **free microchips for dogs owned by Town residents** during specified dates and hours as established by the Shelter and selected outreach events
- Register microchips at the time of implantation and educate owners on maintaining current contact information.
- Provide **microchips for dogs owned by County residents for \$5.00** during specified

dates and hours as established by the Shelter and selected outreach events

Microchipping services will be performed by trained shelter staff in accordance with established animal welfare standards.

The Free Microchip Program is expected to:

- Increase return-to-owner rates for lost dogs
- Reduce the number of dogs entering the shelter as strays
- Shorten length of stay for dogs that are impounded
- Lower shelter operating costs related to housing, care, and staffing
- Improve animal welfare outcomes by minimizing stress and displacement

Keeping dogs with their families whenever possible aligns with the Shelter's mission and reduces strain on limited shelter capacity.

Implementation of the 2026 Microchipping program will occur at scheduled dates/times that will be publicized through local media as well as through the Town's standard social media platforms.

Alternatives

Staff recommends no alternative action.

Fiscal Impact:

The Town pays approximately \$5.00 per chip. Conservative estimates of 1,500 dogs being microchipped represents a cost of approximately \$7,500 not including staff time.

Attachments

None

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



To: Town Council

From: Alex Qishta, Public Works Director, Shane Stueckle, Deputy Town Manager

Date: January 12, 2026

Meeting Date: January 20, 2026

Subject:

Town-wide Landscape Beautification Program

Recommendation:

That the Town Council :

Approve Amendment #1 to Hermann Design Group, Inc. to prepare plans, specifications, and cost estimate for the design of the SR62 Beautification Project in the amount of \$85,880.00.

1. Extending the Hermann Design Group on-call contract to December 2027.
2. Authorize the Town manager or designee to sign all related documents.

Prior Review:

On September 16, 2025 the Town Council received 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 the Town.

On April 5, 2022 the Town Council:

1. Awarded a contract to Hermann Design Group, Inc. for on-call landscape architectural services, and;
2. Authorized the Town Manager to sign all related documents in a form approved by the Town Attorney and make any non-substantive changes, and;
3. Amended the FY21-22 General Fund Budget to allocate \$100,000 of Unassigned General Fund Reserve to the Parks Department Professional Services.

Discussion:

The Town has utilized consultants in the past to assist in designing and managing projects to supplement staff. These include situations where the nature of the work is specialized such as: landscape architectural design, architectural design, electrical design, mechanical design, structural engineering, etc.

The Town received a proposal from Hermann Design Group (HDG) for on-call Landscape

Architectural Services. HDG specializes in on-call services and is currently working on-call for many other local cities such as: Moreno Valley, Indio, La Quinta, Rancho Mirage, Palm Desert, and Indian Wells. HDG has over 39 years of experience in designing streetscapes, parks and commercial and residential projects. They have extensive experience designing sustainably with drought-tolerant plants, irrigation techniques, water assessments, master planning, and construction.

Having specialized consultants on-call will enable the Town to meet tight schedules when short-term work needs to be addressed. On-call contracts will provide adequate design and consulting services when needed and not expose the Town to the long-term burden of hiring additional staff.

As presented to the Town Council on September 16, 2025, Staff have identified the following locations for future landscape beautification projects to align with the Town Council's direction and vision emphasizing clean up, beautification, and enhanced appearance throughout Town:

- SR 62 & SR 247 Intersection
- SR 62 & Sage Avenue Intersection
- SR 62 – South of Remembrance Park
- SR 62 & Kickapoo Trail Intersection

Council directed staff to obtain a design proposal along with preliminary construction estimates for the 4 locations.

The following are the fees and the preliminary construction cost estimate for the four segments;

Segment	Design Fee	Preliminary Construction Estimate
SR62 and Kickapoo	\$20,895.00	\$60,163.00
SR62 and Sage	\$21,895.00	\$189,700.00
SR62 and Dumosa	\$19,195.00	\$56,279.00
SR62 and SR247	\$23,895.00	\$200,444.00
TOTAL	\$85,880.00	\$506,586.00

The landscape beautification projects represent an ongoing initiative to strengthen the Town's identity, improve the quality of public spaces, and further demonstrate the Town's commitment to community enhancement. Following Council discussion, staff will incorporate feedback and return with refined concepts, project phasing options, and potential implementation strategies for future consideration.

Alternatives

None recommended.

Fiscal Impact:

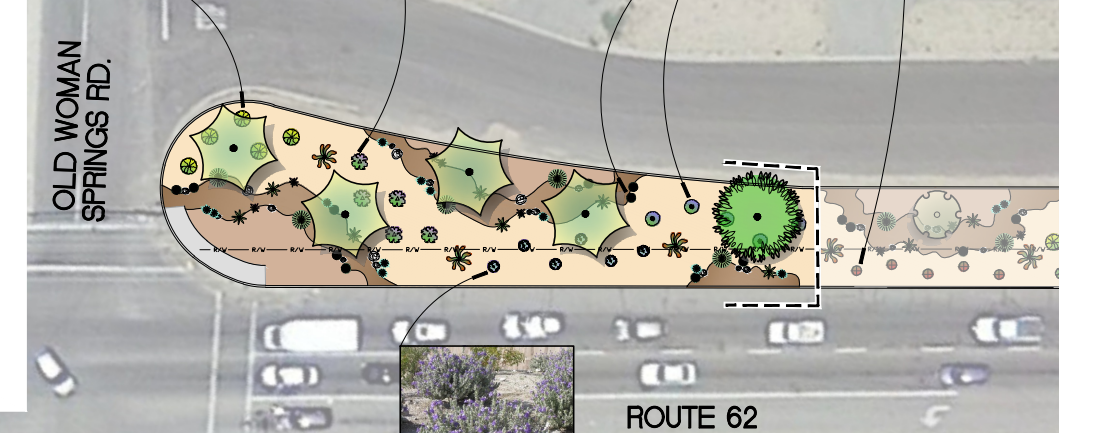
The Hermann Design Landscape Beautification professional services contract costs of \$85,880 can be accommodated by the Measure Y Special Revenue Fund 801 FY2025-26 Amended Budget, which allocates \$435,000 toward SR62 Beautification and Monument Signs. As the design phase is completed, staff will return to Council with a budget recommendation for the total project costs.

Attachments

1. Design - Final
2. Design fee- Final
3. Fully Exec-Hermann Design Group, Inc Agrmnt-reduced
4. Amendment #1-Hermann Agreement

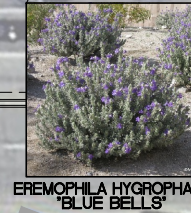


PERSPECTIVE

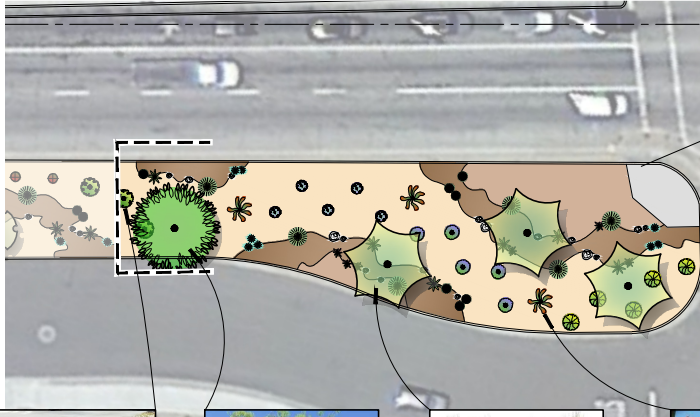


OLD WOMAN
SPRINGS RD.

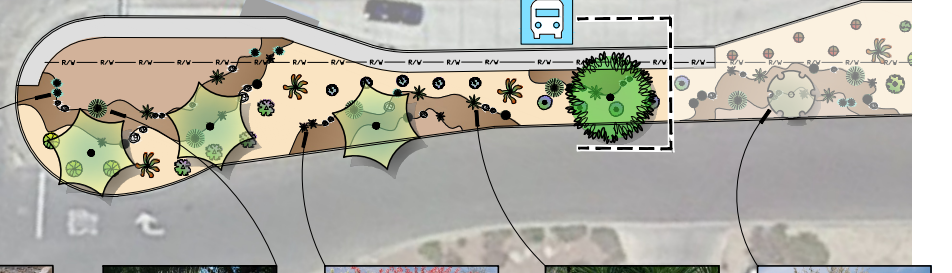
ROUTE 62



EREMOPHILA HYDROPHANA
'BLUE BELLS'



PERSPECTIVE



EREMOPHILA GLABRA
'MINGENEW GOLD'



PROSOPIS GLANDULOSA
'MAVERICK MESQUITE'



PARKINSONIA X
'DESERT MUSEUM'



FOUQUIERIA SPLENDENS
'OCOTILLO'



AGAVE PARRYI
'ARTICHOKE AGAVE'



DASYLIRION WHEELERI
'DESERT SPOON'



HESPERALOE PARVIFLORA
'VAR. DESERT FLAMENCO'



AGAVE ANGUSTIFOLIA
'MARGINATA'



ACACIA ANEURA
'MULGA'

LEGEND

- R/W — R/W — EXISTING R/W
- - - TAKEOFF LIMIT
- EXISTING SIDEWALK



SITE MAP



NTS



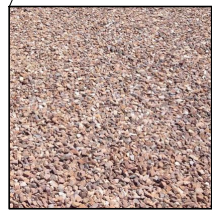
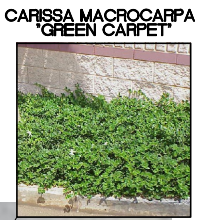
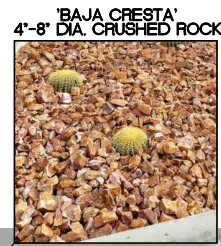
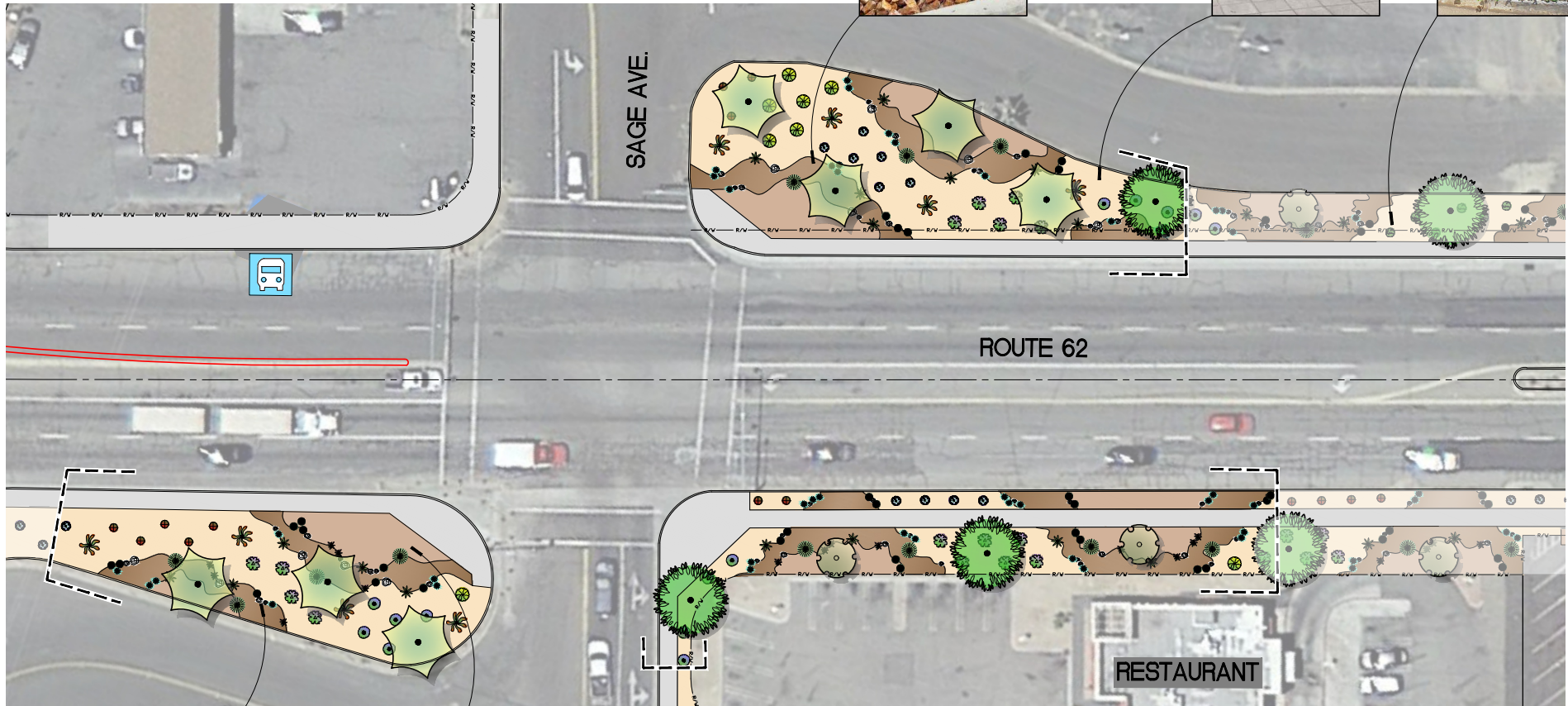
TOWN OF YUCCA VALLEY - OLD WOMAN SPRINGS RD. INTERSECTION

PRELIMINARY LANDSCAPE PLAN - EXISTING STREET ALIGNMENT

LP1.0

1"=20'





LEGEND

- R/W — R/W — EXISTING R/W
- - - TAKEOFF LIMIT
- EXISTING SIDEWALK



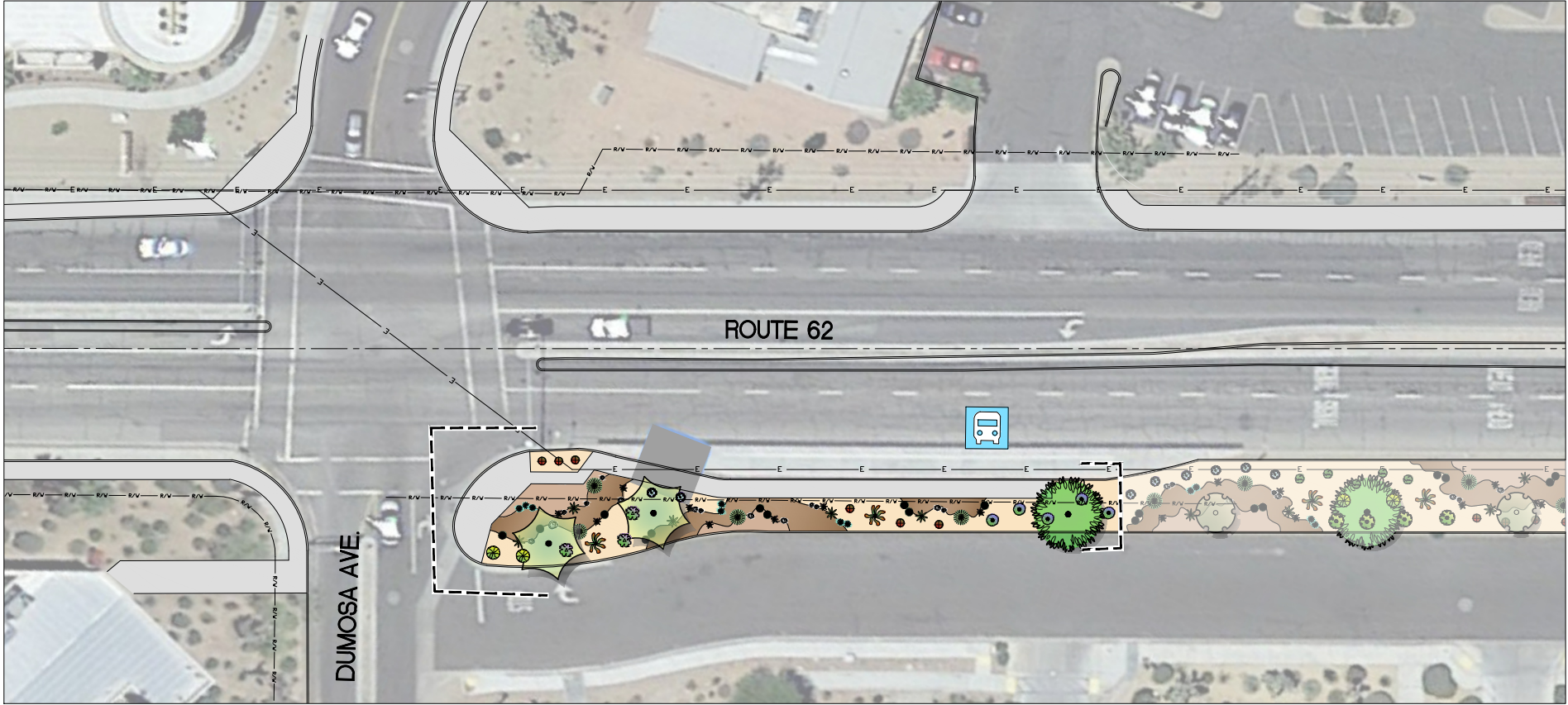
SITE MAP



TOWN OF YUCCA VALLEY - SAGE AVE. INTERSECTION
 PRELIMINARY LANDSCAPE PLAN - EXISTING STREET ALIGNMENT

LP1.1
 1"=20'





LEGEND

- R/W — R/W — EXISTING R/W
- - - TAKEOFF LIMIT
- EXISTING SIDEWALK



SITE MAP



TOWN OF YUCCA VALLEY - DUMOSA AVE. INTERSECTION

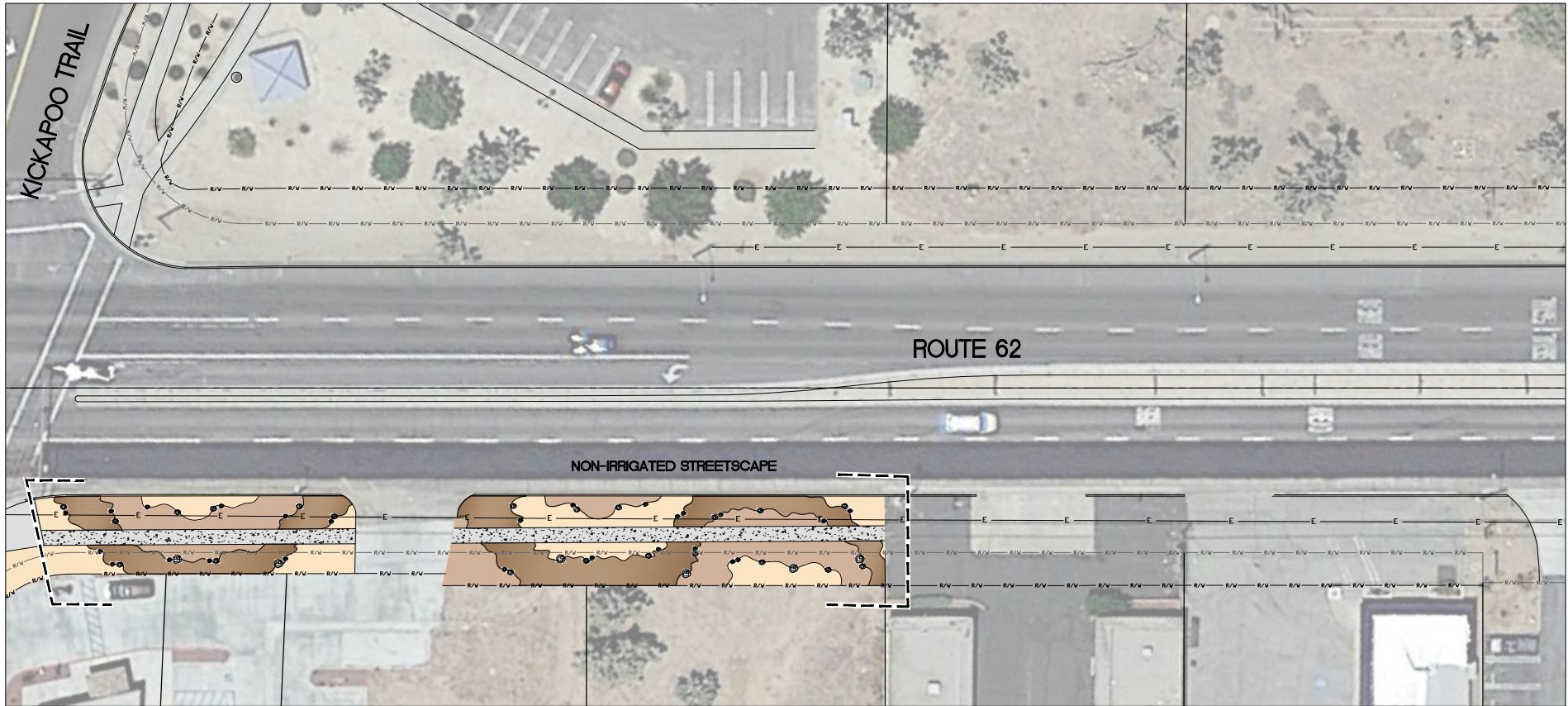
PRELIMINARY LANDSCAPE PLAN - EXISTING STREET ALIGNMENT

LP1.2



1"=20'





LEGEND

- R/W — R/W — EXISTING R/W
- - - TAKEOFF LIMIT
- EXISTING SIDEWALK
- PROPOSED SIDEWALK



SITE MAP



NTS



TOWN OF YUCCA VALLEY - KICKAPOO TRAIL INTERSECTION

PRELIMINARY LANDSCAPE PLAN - EXISTING STREET ALIGNMENT

LP1.3



1"=20'





HERMANN
DESIGN
GROUP

October 10, 2025

Via Email

Mr. Alex Qishta, P.E.
Public Works Director
TOWN OF YUCCA VALLEY
58928 Business Center Drive
Yucca Valley, CA 92284

Re: Old Woman Springs Road, Sage Road, Kickapoo Trail, and Dumosa Avenue Intersections
Landscape Architectural Services

Dear Alex:

The proposal that follows describes the landscape architecture scope of work and fees required for preparing plans that include surveying existing conditions, as well as demolition, construction, landscape, and irrigation plans for the intersections noted above. The preliminary plans for the landscape design will be used for the final drawing and bid package.

We can begin work immediately upon award of the contract and appreciate the opportunity to provide our services to the Town of Yucca Valley. If there are any questions or concerns regarding this proposal, please give me a call at 760-777-9131 or on my cell at 760-774-5070.

Best regards,

HERMANN DESIGN GROUP, INC.

Chris

E. Chris Hermann, ASLA
CLARB Certified Landscape Architect
Principal

77-899 Wolf Road, Suite 102
Palm Desert, California 92211
(760) 777-9131 • (760) 777-9132 Fax

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

SCOPE OF SERVICES

The project area consists of the intersections of Old Woman Springs Road, Sage Road, Kickapoo Trail, and Dumosa Avenue as depicted on the preliminary landscape plans prepared for the existing right of way conditions by Hermann Design Group (HDG). We will use The Altum Group (Altum) as our surveying and civil engineering subconsultant.

I. PRELIMINARY DESIGN SERVICES

Site Visit and Review – Hermann Design Group will review the existing site conditions for grading issues, utilities and other existing site improvements.

Record Boundary – Altum will perform a records search with the applicable governing agencies for right-of-way and record map information in preparation of a digital paper boundary. The digital base file will include a boundary created from record documents only and does not include the field location of existing monuments.

Topography (Aerial) - Altum will contract with a licensed photogrammetrist to provide 1"=20' scale aerial mapping for the project site. Said mapping will have 1' contours and 0.1' spot elevations. The digital aerial topography will be accurate so that 90% of all contours will be within half the contour interval and the spot elevations will be within one-quarter the contour interval. The horizontal accuracy of 90% of planimetric features shall be better than 1/30th of an inch at the mapping scale. The task includes providing the required office support, setting control and the aerial premarks as required by the photogrammetrist subconsultant. Consultant will prepare a digital topography file (AutoCAD format) which includes the Project with mapping limits indicated with the magenta line on the attached Aerotech Mapping exhibit.

Base Sheets – We will develop base sheets from the civil engineer's plans. The Town will provide existing as-built street improvement plans, if available in the archives.

Utility Information – We will contact all utility companies serving the area and request information for the location of their underground lines.

II. FINAL DESIGN SERVICES

We will prepare the following working drawings:

Demolition Plan – We will prepare a plan that illustrates all turf area to be removed, shrubs to be removed and trees/plant material to remain.

Construction Plan and Details – This plan will illustrate all rock, decomposed granite, and cobble in plan view with dimensions, details and selections of materials

Planting Plan and Details - This plan will illustrate the location of all new plant material. A plant legend will describe the Latin and common names, sizes and remarks for each plant shown on the plan. Details will be provided as required.

Irrigation Plan and Details – This plan will illustrate the location of all new irrigation components to be installed. Details will be provided as required. Irrigation water budget calculations are included. Water agency submittal and approval are included, if needed.

Construction Specifications and Bid Documents – Detailed project description, preparation of bid schedules, bid item descriptions, payment methods, special provisions, and technical specifications will be provided.

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

Opinion of Probable Construction Cost - We will review and update the existing opinion of probable construction cost and discuss final budgeting with Staff.

III. AGENCY APPROVAL

We will submit to all plans, specifications, estimates, and/or other necessary documents required to obtain approval. The following plan check submittals are included:

- 1st Review – 85% Check Plans and Specifications
- 2nd Review – 100% Check Plans, Specifications
- 4^{3rd} Review – Final (screen check)

We will make revisions as required by the City and resubmit plans for approval. Final plans will be submitted to the Water Agency.

Deliverables:

All approved plans will be provided to the City as PDFs and in the requested AutoCAD version. Specification documents, including technical specifications will be produced in Microsoft Word for Windows format and provided as a PDF. The opinion of probable construction cost will be produced in Excel for Windows format and provided as a PDF.

IV. BIDDING PHASE SERVICES

Pre- Bid Meeting – We will attend the pre-bid conference and answer questions.

Bid Solicitation – We will provide bid assistance to include answering questions from prospective bidders.

V. CONSTRUCTION PHASE SERVICES

Construction Observation Services – We will provide construction observation services upon request by the City. The following construction observations are recommended:

- 1. Review rock and boulder layout
- 2. Review of plant material locations prior to installation
- 3. Review of irrigation mainline test
- 4. Review of emitter placement
- 6. Review final installation and irrigation coverage
- 7. Final punch list

We will also respond to requests for information and provide clarification on plans as required.

Final As-Built drawings will be prepared by the contractor and reviewed by HDG for acceptance as a project record.

VI. MEETINGS AND COORDINATION

We have included an hourly allowance for meetings and coordination related to landscape design with the client/owner/architectural designer/civil engineer. Services (if requested) will be provided per Attachment -1 and -2.

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

FEES AND CHARGES

Our fees will be billed on a lump sum basis according to our normal hourly rates per Attachment -1 unless otherwise noted. **Should invoices age past 60 days, all work will cease until such time as account is made current.** All reprographic services will be billed directly to the client via the blueprint company of client's choice. All other reimbursable expenses will be billed in accordance with Attachment -1.

OLD WOMAN SPRINGS ROAD

I. PRELIMINARY DESIGN SERVICES	\$ 6,500.00
II. FINAL DESIGN SERVICES	6,945.00
III. AGENCY APPROVAL	2,500.00
IV. BIDDING PHASE SERVICES	1,500.00
V. CONSTRUCTION PHASE SERVICES (HOURLY ALLOWANCE)	3,450.00
VI. MEETINGS AND COORDINATION (HOURLY ALLOWANCE)	2,500.00
REIMBURSABLES (BILLED AS INCURRED)	500.00
TOTAL FEE – OLD WOMAN SPRINGS ROAD	\$23,895.00

SAGE AVENUE

I. PRELIMINARY DESIGN SERVICES	\$ 6,500.00
II. FINAL DESIGN SERVICES	6,945.00
III. AGENCY APPROVAL	1,500.00
IV. BIDDING PHASE SERVICES	1,500.00
V. CONSTRUCTION PHASE SERVICES (HOURLY ALLOWANCE)	3,450.00
VI. MEETINGS AND COORDINATION (HOURLY ALLOWANCE)	1,500.00
REIMBURSABLES (BILLED AS INCURRED)	500.00
TOTAL FEE – SAGE AVENUE	\$21,895.00

KICKAPOO TRAIL

I. PRELIMINARY DESIGN SERVICES	\$ 6,500.00
II. FINAL DESIGN SERVICES	6,945.00
III. AGENCY APPROVAL	1,500.00
IV. BIDDING PHASE SERVICES	1,500.00
V. CONSTRUCTION PHASE SERVICES (HOURLY ALLOWANCE)	2,450.00
VI. MEETINGS AND COORDINATION (HOURLY ALLOWANCE)	1,500.00
REIMBURSABLES (BILLED AS INCURRED)	500.00
TOTAL FEE – KICKAPOO TRAIL	\$20,895.00

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

DUMOSA AVENUE

I. PRELIMINARY DESIGN SERVICES	\$5,800.00
II. FINAL DESIGN SERVICES	5,945.00
III. AGENCY APPROVAL	1,500.00
IV. BIDDING PHASE SERVICES	1,500.00
V. CONSTRUCTION PHASE SERVICES (HOURLY ALLOWANCE)	2,450.00
VI. MEETINGS AND COORDINATION (HOURLY ALLOWANCE)	1,500.00
REIMBURSABLES (BILLED AS INCURRED)	500.00
DUMOSA TOTAL FEE	\$19,195.00

GRAND TOTAL – FOUR INTERSECTIONS

\$85,880.00

All provisions of Attachment -1 and Attachment -2 are an integral part of this proposal as if herein written in full. This agreement represents the entire and integrated agreement between the Client and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

This proposal shall be deemed to expire within 45 days of proposal date if not fully executed.

APPROVED:

TOWN OF YUCCA VALLEY ("Client")

BY: _____ DATE: _____
Printed Name and Title: _____

HERMANN DESIGN GROUP, INC. ("Landscape Architect")

BY: _____ DATE: _____
E. Chris Hermann, PLA
CLARB Certified Landscape Architect
President

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

ATTACHMENT -1

NORMAL HOURLY RATES

Principal Landscape Architect/Principal Planner	\$195.00 per hour
Construction Manager	185.00 per hour
Landscape Architect	150.00 per hour
Project Manager/Associate	135.00 per hour
Irrigation Designer	135.00 per hour
Senior Designer	125.00 per hour
Professional Staff/Specification Writer	105.00 per hour
Designer	95.00 per hour
Draftsperson	85.00 per hour
Administrative Staff	75.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLES

Reimbursable items, such as the cost of reprographic services, soil samples, plan check fees, and auto travel outside the Coachella Valley will be charged at our cost plus 10%.

OVERTIME REQUESTS

It is the landscape architect's responsibility to schedule the project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that work be completed earlier than originally scheduled and thus requires overtime, the fees shall be adjusted to cover the increased costs incurred by the landscape architect. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates above.

TIMES AND CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the time spent on the project to date. All billing statements are due upon receipt. Interest will be charged at the rate of 1-1/2% per month on the past due balance ninety days and over. Due to increases in wages/benefits, fees and hourly rates are subject to an annual increase of 6%.

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

ATTACHMENT -2

ADDITIONAL SERVICES

Additional services shall be performed only when requested or approved by the Client. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable Items, per Attachment -1. Additional services may include, but are not limited to:

1. Revising previously approved drawings to accomplish changes ordered by the Client.
2. Revisions or modifications to documents, drawings, or specifications when such revisions or modifications are inconsistent with approvals or instructions previously given or are required by the enactment or revision of codes or laws by governmental agencies having jurisdiction over the project subsequent to the preparation of such documents, drawings, or specifications.
3. Attending any public hearings or meetings if they exceed the hourly allowance.
4. Work requested by the Client that is not heretofore mentioned including site construction and pool/spa design.

CLIENT'S RESPONSIBILITY

1. Complete information concerning available services and utilities.
2. The cost of structural, electrical, if later required.

The landscape architect will be entitled to rely on the adequacy and accuracy of the information provided by Client or Client's consultants and representatives.

OWNERSHIP OF DOCUMENTS

Hermann Design Group grants its Client a nonexclusive license to use landscape architectural documents as described in this agreement provided the Client performs in accordance with the terms of this agreement. No other license is implied or granted under this agreement. All instruments of professional service prepared by the landscape architect, including but not limited to: drawings, specifications and all digital files, are the property of the landscape architect. These documents shall not be reused on other projects without the landscape architect's written permission. Hermann Design Group retains all rights, including copyrights, in its documents.

INDEMNIFICATION

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Landscape Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or other consultants or anyone for whom Client is legally liable. The Landscape Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Landscape Architect's negligent performance of landscape architecture services under this Agreement and that of its subconsultants or anyone for whom the Landscape Architect is legally liable. Neither the Client nor the Landscape Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor the Landscape Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, and breach of contract. Both the Client and the Landscape Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

THIRD-PARTY BENEFICIARIES

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Landscape Architect. The Landscape Architect's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Landscape Architect because of this agreement or the performance or nonperformance of services hereunder. The Client and the Landscape Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

LIMITATION OF LIABILITY

The Client agrees to limit the landscape architect's liability to the Client and to all construction contractors and subcontractors on the project due to the landscape architect's negligent acts, errors or omission, such that the total aggregate liability of the landscape architect shall not exceed the amount of the landscape architect's contractual fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

The landscape architect has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions. Our opinions of probable construction costs provided for herein are to be made on the basis of our firm's experience and qualifications. These opinions represent our best judgment due to our familiarity with the construction industry. However, we cannot and do not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by us. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven (7) days written notice via registered mail, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others, the landscape architect shall be paid his compensation for expenses then due. If a dispute arises under this contract and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

TOWN OF YUCCA VALLEY – HIGHWAY 62 INTERSECTIONS

Landscape Architecture Services

DISPUTE RESOLUTION

Client and landscape architect agree to mediate disputes arising out of or relating to this agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such a claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

NOTICE

Landscape architects are regulated by The State of California. Any questions concerning a landscape architect may be referred to The Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, CA 95834 (916) 575-7230.

DESIGN PROFESSIONAL SERVICES AGREEMENT

By and Between

**THE TOWN OF YUCCA VALLEY,
a municipal corporation**

and

HERMANN DESIGN GROUP, INC.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF YUCCA VALLEY, CALIFORNIA
AND
HERMANN DESIGN GROUP, INC.**

This Agreement for Design Professional Services ("Agreement") is entered into as of this 26th day of April, 2022 by and between the Town of Yucca Valley, a municipal corporation ("Town") and Hermann Design Group, Inc., a California Corporation ("Design Professional"). Town and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Town has sought, by proposal, the performance of On-Call Architectural Landscape Design Services defined and described particularly in Section 2 of this Agreement.

B. Design Professional, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the Town to perform those services.

C. Design Professional was selected by the Town on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the Town of Yucca Valley's Municipal Code, Town has authority to enter into this Design Professional Services Agreement and the Town Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 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 here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for **Two (2) years** commencing on the date first ascribed above. This Agreement may be extended for one additional two (2) year term upon mutual agreement by both parties.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The Town, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Thousand Dollars (\$100,000.00) per year, including extended terms**, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. 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 Design Professional'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.

(a) Each month Design Professional shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Design Professional contracts. Sub-Design Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Town shall independently review each invoice submitted by the Design Professional to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection

(c). In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Design Professional for correction and resubmission.

(b) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by Town, Town will use its best efforts to cause Design Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.

(c) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Town may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Design Professional's work within sixty (60) days after submitted to Town. Town shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional 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 Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to Town all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Town utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Design Professional 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 Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional

shall turn over to Town all such Final Work Product if paid for by the Town. This provision specifically excludes Design Professional's work notes and drafts, which are owned by Design Professional, not Town.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Town pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Town or its designated representative. Copies of such documents or records shall be provided directly to the Town for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

(c) Where Town has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, Town may, by written request, require that custody of such documents or records be given to the Town. Access to such documents and records shall be granted to Town, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Design Professional 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. Design Professional 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. Design Professional 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) Design Professional 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. Design Professional 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 Design Professional shall at all times be under Design Professional's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to a concern the result of Design Professional's provision of service and not the means, methods, or scheduling of the Design Professional's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Design Professional, nor any of Design Professional'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. Design Professional expressly waives any claim Design Professional may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Design Professional 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. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section. If Design Professional is informed by Town that federal funds will be used on a project, then in addition to the terms, conditions, and performance obligations for the Work set forth in this Contract, Consultant must also comply with the federal contract terms, conditions, rules, and regulations set forth in the attached Exhibit D ("**Federal Contract Terms, Conditions, and Regulations**").]

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of Town and Design Professional 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.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Design Professional 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 Design Professional so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Design Professional 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.

SECTION 14. CONFLICTS OF INTEREST.

(a) Design Professional 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 Design Professional's performance of the Services. Design Professional 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 Town Manager. Design Professional 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.

(b) Town understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of Town relative to such projects. Any future position of Town on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Town understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Town Manager or unless requested by the Town Attorney of Town, voluntarily provide 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 Design Professional gives Town notice of such court order or subpoena.

(c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Design Professional's conduct.

(d) Design Professional shall promptly notify Town should Design Professional, 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 thereunder. Town retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response. Design Professional shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. Where the services to be provided by Design Professional under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Design Professional agrees to indemnify, defend and

hold harmless, the Town, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability to the extent that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the Town, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Town, then Design Professional's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the Town and shall not exceed the Design Professional's proportionate percentage of fault.

(b) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general liability and automobile liability insurance, Design Professional agrees to indemnify, defend and hold harmless the Town, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature to the extent arising out of or in connection with the Design Professional's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the Town, its officers, officials, employees and volunteers.

(c) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional 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 Design Professional 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.

SECTION 17. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Town as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the Town Manager. Design Professional agrees to provide Town with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. Town has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the Town. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Town to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Town acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify Town of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Town may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.

(b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Town.

(c) If either Design Professional or Town fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or Town may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Design Professional or Town, all property belonging exclusively to Town which is in Design Professional's possession shall be returned to Town. Design Professional shall furnish to Town a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the Town may give notice to Design

Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional 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 Design Professional is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Design Professional does not cure the default, the Town may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the Town to give notice of the Design Professional'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.

SECTION 22. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Town, court orders, fires, floods, pandemics, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY TOWN.

All public information, data, reports, records, and maps as are existing and available to Town as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Town:	Town of Yucca Valley Attn: Town Manager 57090 29 Palms Hwy Yucca Valley, CA 92284
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To Design Professional:	Chris Hermann Hermann Design Group 77-899 Wolf Road, Suite 102 Palm Desert, CA 92211
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Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to sign this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Town Manager or his or her designated representative. The Town Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the Town Manager's contracting authority under the Yucca Valley Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the Town. The Town Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Town Manager's contracting authority under the Yucca Valley Municipal Code. The Town's Town Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Town Manager 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.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and Town prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

Hermann Design Group
Company Name

By (sig):



By (sig):



By (Print):

E. Chris Hermann

By (Print):

Kristin M. Hermann

Title:

President/CEO

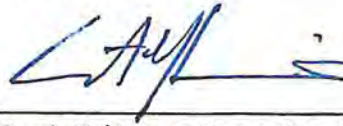
Title:

CEO / Corp. Secretary

NOTE:

DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S BUSINESS ENTITY.

TOWN OF YUCCA VALLEY



Curtis Yakimow, Town Manager

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM



Thomas D. Jex, Town Attorney

Hermann Design Group
Company Name

By (sig): _____

By (sig): _____

By (Print): E. Chris Hermann

By (Print): Kristin M. Hermann

Title: President / CEO

Title: CEO / Corp. Secretary

NOTE: DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S BUSINESS ENTITY.

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 RIVERSIDE

On APRIL 21ST, 2022 before me, NAYAN P. GHELANI, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ECHRIS HERMANN AND KRISTIN M. HERMANN
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)

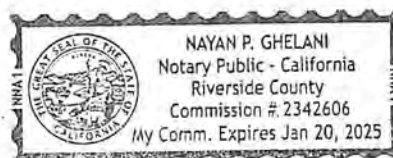


EXHIBIT "A"
SCOPE OF SERVICES

I. Design Professional will perform the following Services:

- A. On-Call Landscape Architectural Services as defined in Exhibit E. Services to include, but not limited to:
 - a. Consult with authorized personnel, agents, and representatives having jurisdiction relative to the design and construction of the project or requested work.
 - b. Make field trips as required to examine and review existing site conditions and to prepare conceptual design and/or construction documents or make recommendations.
 - c. Attend design and/or construction meetings as scheduled, prepare and distribute minutes of meetings.

II. As part of the Services, Design Professional will prepare and deliver the following tangible work products to the Town:

- A. Prepare demolition, landscape and irrigation plans with specifications in such form as to comply with the latest applicable laws, building codes and ordinances.
- B. Prepare preliminary design documents, schematics, sketches, conceptual plans, renderings, construction documents, and/or other required drawings along with technical specifications and product recommendations describing size, quantity, character, theme, and quality of the overall project.
- C. Prepare and submit an itemized opinion of probable cost of the design development stage and an updated opinion of probable cost at the construction document phase.
- D. Prepare addenda, interpret the construction documents, and prepare clarification documents when necessary.
- E. Proficiency in the use of computer aided/assisted digital drafting to product plans in a digital format.

III. During performance of the Services, Design Professional will keep the Town apprised of the status of performance by delivering the following status reports:

- A. As determined by the project.

IV. The tangible work products and status reports will be delivered to the Town pursuant to the following schedule:

A. As determined by the project.

V. Design Professional will utilize the following personnel to accomplish the Services:

A. As determined by the project.

VI. Design Professional will utilize the following subcontractors to accomplish the Services:

A. As determined by the project.

EXHIBIT "B"
COMPENSATION

I. Design Professional shall use the following rates of pay in the performance of the Services:

A. <u>Principal Landscape Architect/Principal Planner</u>	<u>\$175.00 per hour</u>
B. <u>Project Manager</u>	<u>\$130.00 per hour</u>
C. <u>Irrigation Designer</u>	<u>\$130.00 per hour</u>
D. <u>Landscape Architect</u>	<u>\$125.00 per hour</u>
E. <u>Associate/Senior Designer/Graphic Designer</u>	<u>\$105.00 per hour</u>
F. <u>Specification Writer</u>	<u>\$95.00 per hour</u>
G. <u>Designer</u>	<u>\$90.00 per hour</u>
H. <u>Professional Staff</u>	<u>\$75.00 per hour</u>

II. Design Professional may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$125.00 per hour without written authorization from the Town Manager or his designee.

IV. The total compensation for the Services shall not exceed \$100,000 per year, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Design Professional shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Entity for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions: The Entity, its officers, officials, employees, and volunteers are to be covered as 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).

C. Primary Coverage. For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance coverage as least as broad as ISO CG 20 01 04 13 in respect to the Entity, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

D. Notice of Cancellation. 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. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation. 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 Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

G. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

H. Verification of Coverage. Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF FEDERAL FUNDS ARE BEING USED, EXHIBIT D APPLIES AS FOLLOWS:

EXHIBIT D

FEDERAL CONTRACT TERMS, CONDITIONS, AND REGULATIONS

As used in this Exhibit, this Agreement may be referred to as the “contract,” and Consultant may be referred to as “contractor.” In performing its Work under the Contract, Contractor must conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, which will have full force and effect as though printed in full in the Contract. In addition to the terms, conditions, performance obligations, and other requirements set forth in the Contract, Contractor must comply with the following federal contract terms, conditions, and regulations, which are incorporated by reference in the Contract:

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR 60–1.4(b) provides:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction Work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from

extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non– Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**. Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard Work week of 40 hours. Work in excess of the standard Work week is permissible provided that the Worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours Worked in excess of 40 hours in the Work week. The requirements of 40 U.S.C. 3704 are applicable to construction Work and provide that no laborer or mechanic must be required to Work in surroundings or under Working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research Work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
8. **2 CFR § 200.322 Procurement of Recovered Materials.** . A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. **Certification for Contracts, Grants, Loans, and Cooperative Agreements.** The parties to this Contract agree to comply with the provisions of 43 CFR 18, New Restrictions on Lobbying, including the following certification requirements:

In accordance with 43 C.F.R. § Part. 18, Appendix A, each of the parties to this Contract certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the parties, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the parties must complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The parties must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. **Executive Order 13513 of October 1, 2009, Federal Leadership On Reducing Text Messaging While Driving.** Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, must encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV

when on official Government business or when performing any Work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

- 11. Drug-Free Workplace (2 CFR §182 and §1401).** The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, the Contractor agrees to comply with 2 CFR 182.
- 12. Copeland Anti-Kickback Act (18 U.S.C. 874).** Contractor agrees to comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR part 5).



TOWN OF YUCCA VALLEY

QUALIFICATIONS: STATE ROUTE 62
LANDSCAPE MASTER PLANNING
AND FOR ON-CALL PROFESSIONAL
CONSULTANT SERVICES

HERMANN DESIGN GROUP



PALM DESERT OFFICE
77899 Wolf Road, Suite 102
Palm Desert, CA 92211
760-777-9131 Phone
760-777-9132 Fax

RIVERSIDE OFFICE
6864 Indiana Avenue, Suite 104E
Riverside CA 92506-4285
951-782-9335 Phone

SAN DIEGO OFFICE
7780 Hillandale Drive
San Diego, CA 92120
619-415-0095 Phone



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COVER LETTER



MARCH 28, 2022

Re: RFP – Town of Yucca Valley On-Call SR 62 Landscape Master Planning and On-Call Professional Consultant Services

**Curtis Yakimow, Town Manager
Town of Yucca Valley
57090 Twentynine Palms Hwy.
Yucca Valley, CA 92284**

HERMANN DESIGN GROUP

Dear Curtis,

Hermann Design Group (HDG) is pleased to have an opportunity to work with the Town of Yucca Valley to provide SR 62 landscape master planning and on-call landscape architectural services. Our team specializes in on-call services and is currently working on-call for the cities of Moreno Valley, Indio, La Quinta, Rancho Mirage, Palm Desert, and Indian Wells. We are excited at the prospect of working directly with you and your team.

Hermann Design Group is recognized as a leading landscape architecture firm in the Inland Empire and Coachella Valley with offices in Palm Desert, Riverside, and San Diego. We have extensive experience designing sustainably with drought-tolerant plants, irrigation techniques, turf removal, water assessments, and master planning and construction. We are experts in tree preservation, turf removal, and water management with our strong background in irrigation design.

With over 39 years of designing streetscapes, parks, commercial, and residential projects throughout the Inland Empire, San Diego and Coachella Valley, the principals at Hermann Design Group bring knowledge and experience that is unparalleled.

Our firm's philosophy is to assemble award-winning design teams that collaborate with our clients to arrive at truly unique solutions that future generations will enjoy.

Thank you for the opportunity to present our qualifications. We have included a scope of work proposal and hourly rates as a separate attachment.

Best regards,

E. CHRIS HERMANN, ASLA
CLARB CERTIFIED LANDSCAPE ARCHITECT
PRESIDENT/CEO

77899 WOLF ROAD, SUITE 102
PALM DESERT, CA 92211
(760) 777-9131 PHONE EXT. 101 / (760) 777-9132 FAX

STATEMENT OF QUALIFICATIONS



HERMANN DESIGN GROUP

HERMANN DESIGN GROUP

INCORPORATED: 2009 (California S-Corporation)
OFFICES: Palm Desert, San Diego & Riverside
STAFF: Eight Full-Time Employees
COMPANY: Formerly Hermann & Associates
(Sole Proprietorship 1995-2009)
PRESIDENT/CEO: Chris Hermann

Hermann Design Group, Inc. was founded in 1995 in Palm Desert, California as Hermann & Associates. Our founding philosophy was to create a firm by which we are able to work on unique projects and allow for Mr. Hermann to lead the design process and build relationships with clients that will last for a lifetime. We evaluate the distinct needs and desires of our clients through creative thinking, and we provide the right solutions for individual projects. Our design solutions always consider the sustainability of our valuable environment.

We have extensive experience designing projects that are LEED certified and include sustainable practices. Our team has worked on projects for a number of public agencies including CVAG, CVEP, the Counties of Riverside, San Diego, San Bernardino, and most of the Cities in the Coachella Valley. **Our firm has extensive experience fulfilling on-call work including the Cities of La Quinta, Indio, Palm Desert, and Rancho Mirage.**

Hermann Design Group provides a wide range of landscape architecture and planning services to assist public agencies and private developers in the design of public spaces and facilities, including:

- Playgrounds
- Sports Facilities
- Golf Courses
- Natural and Historic Sites
- Hospitals
- Commercial/Retail/Industrial
- Hotels
- Interpretative Landscape Design
- Parks - Regional, Neighborhood, Community, Memorial Trails & Interpretative Sites
- Master-Planned Communities
- Creative Signage & Way Finding
- Placemaking Experiences

Hermann Design Group is a healthy firm financially with no issues that would affect our ability to complete our obligations to our clients. We are profitable and strategic about our growth so that we will remain a successful enterprise.

Additionally, Hermann Design Group certifies that the firm and its principals are in good standing with all licensing boards and is eligible to contract with any federal, state or local public agency.



PROJECT APPROACH/ UNDERSTANDING



HERMANN DESIGN GROUP

Hermann Design Group will provide on an as-needed and as requested basis, typical landscape architectural services to accomplish all necessary work that could include, but is not limited to the following:

1. Consult with authorized personnel, agents, and representatives having jurisdiction relative to the design and construction of the project or requested work.
2. Make field trips as required to examine and review existing site conditions and to properly prepare conceptual design and/or construction documents or make recommendations.
3. Attend design meetings as scheduled; prepare and distribute minutes of meetings.
4. Proficiency in the use of computer aided/assisted digital drafting to produce plans in a digital format.
5. Prepare demolition, landscape, and irrigation plans with specifications in such form as to comply with the latest applicable laws, building codes, and ordinances. All applicable requirements shall be met, including all required and necessary calculations performed concerning structural elements and requirements.
6. Prepare preliminary design documents, schematics, sketches, conceptual plans, renderings, construction documents, and/or other required drawings along with technical specifications and product recommendations describing size, quantity, character, theme, and quality of the overall project.
7. Prepare and submit an itemized opinion of probable cost at the design development stage and an updated opinion of probable cost at the construction document phase.
8. Prepare addenda, interpret the construction documents, and prepare clarification documents when necessary.
9. Attend construction meetings as scheduled; prepare and distribute meeting minutes.

PROJECT MANAGEMENT

Our quality control measures are a critical part of project management. We plan for resource allocation early and customize each team to pair with the skill-sets each project requires. Throughout each project, hours are monitored regularly to ensure each budget is effectively managed and the results fall within our strict QC program. As unforeseen challenges arise, the Client will be alerted to any changes or potential resource allocation.

BUDGET / SCHEDULE

HDG has a proven track record of meeting proposed budgets and delivering projects on time. Our success has been based on the practice and discipline of open communication that is timely. Cost control procedures begin from project kick-off by clearly defining expectations and programming for each project. Our pro-active management practices establish clear scopes of service and regularly monitor time and expenses to ensure success.

HDG maintains an ongoing database of construction bids for public and private projects. Additional contractor resources will be tapped when needed for current costs of construction when bidding Public Works projects.

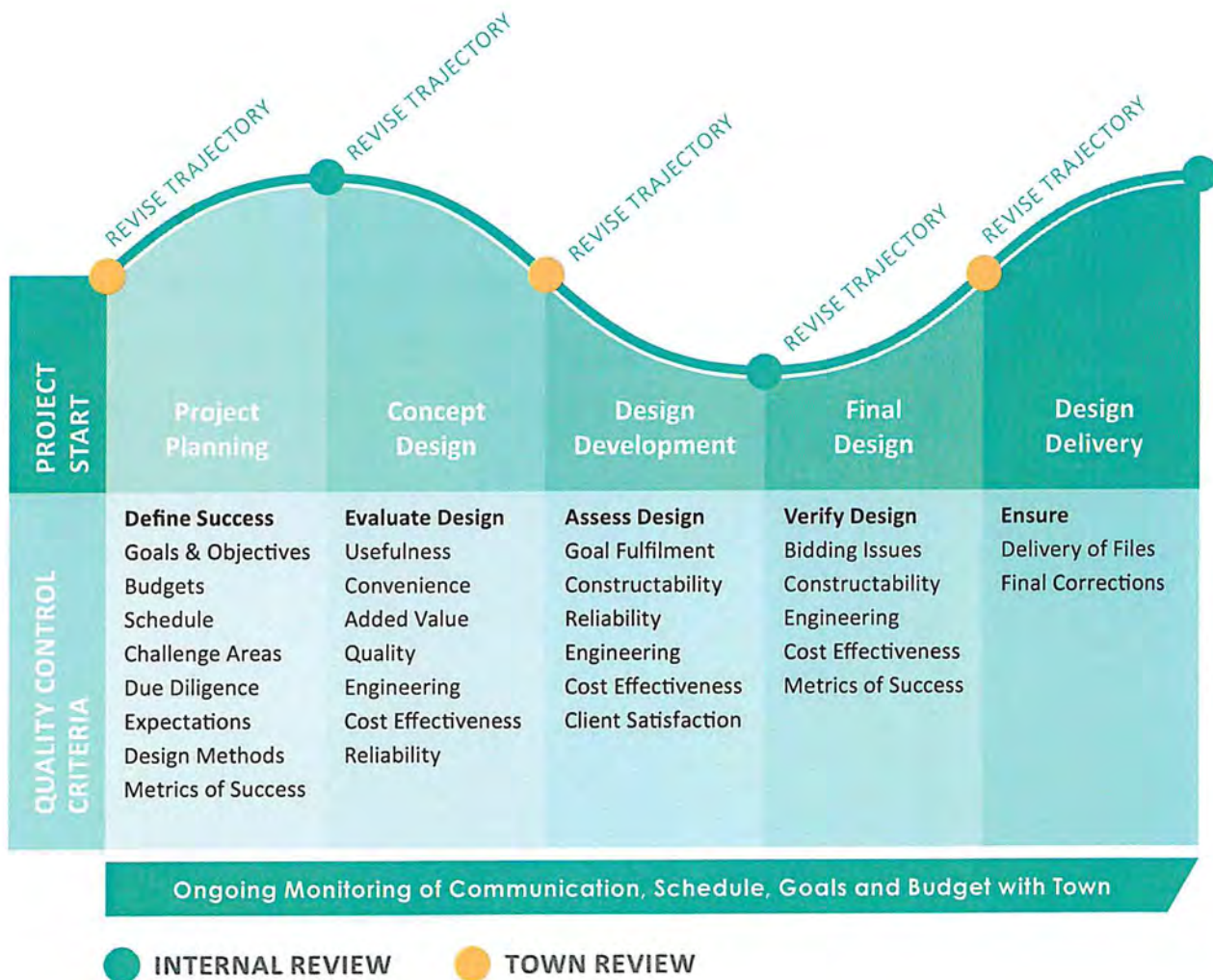
QUALITY CONTROL PROGRAM



QUALITY CONTROL PROGRAM

Quality control is a significant part of HDG's long history of successful projects. HDG works with all stakeholders early on to ensure budgets, schedules, and expectations are agreed upon and clearly communicated. Designs are created and continuously measured against these definitions of success to ensure a proper outcome and follow through is achieved with minimal surprises. We recognize that though each design phase is evaluated differently, it's important to revisit the initial goals and objectives. Regular communication will be maintained with all parties to assess the current project trajectory and plan for effective counter measures as challenges or changes arise.

HERMANN DESIGN GROUP



QUALIFIED STAFF



HERMANN DESIGN GROUP

CHRIS HERMANN - PRESIDENT / CEO

PRINCIPAL LANDSCAPE ARCHITECT

CLARB Certified Landscape Architect #40888

Professional Landscape Architecture Licenses - California/Nevada/Arizona/Texas/Idaho

Chris is a graduate of the Pennsylvania State University and has over 40 years of experience resolving the challenges of designing in the Inland Empire and desert environment, and he is a CLARB Certified Landscape Architect. Before moving to the Coachella Valley in 1994, he was a principal at RHA Landscape Architects-Planners in Riverside, a firm he had been with for nearly ten years. Chris is the lead designer on all projects and client relationship manager.

JOSE ESTRADA - VICE PRESIDENT

PRINCIPAL IRRIGATION DESIGNER / PROJECT MANAGER

Jose is a graduate of Cal Poly Pomona with a degree in landscape architecture and has focused his career on irrigation design. He has been an integral part of Hermann Design Group since 1999. He is an established expert in irrigation design, and water auditing. His extensive experience in the preparation of construction documents and field work experience allows for a complete design process from the schematic level to final design. Jose is bilingual, speaking both English and Spanish, making him invaluable in the field, as well as translating during public input workshops or community meetings.

KRISTIN HERMANN - CFO / MANAGING DIRECTOR

QUALITY CONTROL / SPECIFICATIONS

Kristin heads up our quality assurance program and coordinates the diverse facets of each project. She served as the construction administrator on the Rancho Mirage Community Park Expansion, acting as a liaison between the City and the contractor from bid opening through final walk through. Kristin will provide plan checking, specification writing, and bid document preparation.

ARMANDO "OPUS" GARZA

ASSOCIATE / SENIOR DESIGNER

In his tenure at Hermann Design Group, Opus has quickly become a key designer and indispensable leader with project management skills. Opus combines his understanding of plant material, maintenance, horticulture experience, and natural artistic talent with invaluable technical skill. He has extensive experience designing streetscapes, parks, trailheads, and residential/commercial landscapes. In addition to project management, he is responsible for HDG CAD operations and systems management. Prior to HDG, Opus worked for another local firm for over 8 years.



CERTIFICATIONS/LICENSES

CLARB Certified Landscape Architect
No. 40888
Professional Landscape Architect
No. 2754 California
No. 54352 Arizona
Certified Playground Safety Inspector
No. 41236-0421

REPRESENTATIVE PROJECTS

CVLink Landscape Design with Alta
Coachella Valley, CA
DHS Corporate Yard Park
Desert Hot Springs, CA
City of La Quinta On Call
2015 - Present
City of Rancho Mirage On Call
2016 - Present
City of Palm Desert On Call
2018 - Present
City of Indio On Call
2019 - Present
Rancho Mirage Community Park
Expansion & Amphitheater
City of Rancho Mirage
Miles Avenue Park Master Plan
City of Indio
SilverRock Venue Site Master Plan
City of La Quinta
HRPP Grant Parks
City of Indio
Caesar Chavez Memorial Park
Conceptual Design with CWDG
Coachella, CA
Paseo de Heroes
Coachella, CA



CHRIS HERMANN, PLA/ASLA MANAGING PRINCIPAL IN CHARGE

Chris, a graduate of the Pennsylvania State University, is the founder of Hermann Design Group. He has designed and overseen the construction of public and private development projects throughout his career. He has over 35 years of experience working in the Coachella Valley and has been a resident for nearly 30 years. In 1983, he started the landscape architecture department for CUH2A, one of the nation's largest multi-disciplinary architecture and engineering firms. He gained valuable experience working hand-in-hand with the civil engineering and architectural departments, solving a variety of design challenges. Before moving to the Coachella Valley, he was a principal at RHA Landscape Architects-Planners in Riverside, a firm he had been with for nearly 10 years. At RHA, Chris was principal-in-charge of parks, recreation centers, schools, master-planned communities, and other public sector work as well.

Additionally, Chris serves on the architectural design review committees for The Madison Club, Hideaway, Bighorn, Tradition, and La Quinta Polo Estates. Chris also sits on the board of the Salton Sea Action Committee.

Hermann Design Group was founded in Palm Desert in 1995. During the span of nearly three decades, Chris has worked with the majority of the Cities in the Coachella Valley, as well as the many of the large and small private developers who have operated in our valley. As one of the founders of Aunt Effie's Gardens in Palm Springs in 2009, Chris had a unique opportunity to expand his design and horticultural knowledge by "living" with the plant material specified in his projects until the business was sold in the summer of 2013.

AWARDS

2012 APWA
2016 APWA

2017 APA IES
2018 APWA

CVLink
Ave 52 Sustainability, La Quinta
La Quinta Library Improvements
Rancho Mirage Community Park
Award of Merit Virada City of Indio
Station 87 Dog Park



PROFESSIONAL HIGHLIGHTS

Hermann Design Group
1999 - Present
Landmark Golf Company
RHA Landscape Architects
California Polytechnic Institute
Bachelor of Science
Landscape Architecture 1994

REPRESENTATIVE PROJECTS

CVLink Irrigation Design with Alta*
Coachella Valley, CA
HRPP Grant Parks*
City of Indio
Miles Avenue Park Master Plan and Phase 1 Construction*
City of Indio
DHS Corporate Yard Park
Desert Hot Springs, CA
City of La Quinta On-Call
2015 - Present
Rancho Mirage Community
Park Expansion & Amphitheater
City of Rancho Mirage
SilverRock Venue Site Master Plan
City of La Quinta
North La Quinta Landscape and Lighting
District Improvements
City of La Quinta
Paseo de Heroes
Coachella, CA

*Indicates State of California funding

JOSE ESTRADA

VICE PRESIDENT

PROJECT MANAGER/IRRIGATION DESIGNER

Mr. Estrada has steadily assumed greater positions of responsibility and leadership throughout his career. Starting out as a project designer with RHA Landscape Architects-Planners, Inc. in 1994, he is now principal and vice president of Hermann Design Group, Inc.

Jose joined Hermann Design Group, Inc. in 1999 to eventually become Principal and Vice President. He heads up our production office in Riverside as an established expert in irrigation and landscape design, directing projects at every stage of development. His extensive experience in the preparation of construction documents and field work experience allows for a complete design process from the schematic level to final design. Jose is bilingual, speaking both English and Spanish, making him invaluable in the field. This ability to communicate in the field aids in explaining the design thought process, resulting in a more successful installation. Mr. Estrada's ability to work independently and his attention to follow-through make him a valuable asset to any project team.

Jose has a wide diversity of experience in projects including public works projects, commercial, urban development, golf course development, and institutional projects. He is an experienced designer of LEED certified projects.

He has provided design services for the Cities of La Quinta, Palm Desert, Rancho Mirage and Coachella. He has worked on several projects with state funding in Indio.

HERMANN DESIGN GROUP

COMPARABLE PROJECTS

CITY OF LA QUINTA ON-CALL



CITY OF LA QUINTA ON-CALL

CLIENT:	City of La Quinta
CLIENT ADDRESS:	74-495 Calle Tampico
CONTACT'S NAME:	Bryan McKinney
CONTACT'S TITLE:	Director of Public Works
CONTACT'S TELEPHONE & FAX:	760-777-7045 (t) 760-777-7155 (f)
CONTACT'S EMAIL:	bmckinney@la-quinta.org

HERMANN DESIGN GROUP

SCOPE OF SERVICES PROVIDED:

On-Call Services for Landscape Architecture Services

HDG prepared a five-year plan for turf removal and landscape improvements in the North La Quinta Landscape and Lighting District. Approximately ten acres of turf will be removed saving over 25,373,049 gallons of water per year for median and parkway areas surrounding 11 communities. The total project budget inclusive of all soft costs is \$10,000,000.

Existing trees that were healthy have been preserved using an irrigation technique that has proven very successful in the desert heat where trees were accustomed to surface water from turf and converted to deep watering. All shrubs were placed on individual drip emitters and flow sensors, master valves, and the Rainbird IQ system for controller programming. Both cellular and radio service are used to daisy-chain the controllers together for control by the City.

The landscape design utilizes a "desert oasis" palette and plant spacing is grouped for easier maintenance. The creative use of three rock sizes and colors with boulder accents creates interest, contrast and movement in the ground plane. For every three trees removed, a new tree was installed. Median design included the use of date palms to enhance neighborhood entries and create a cohesive connection to surrounding streets.

The project required research of all existing utility providers, applications for turf removal rebates from the water district, and surveying existing conditions in the field to establish demolition and removal plans. In addition to design and working drawings, the City required HDG to prepare all City bid documents, bid schedules and provide field observation services.



COMPARABLE PROJECTS

CITY OF LA QUINTA ON-CALL



PROJECT COMPLETION DATE & VALUE:

ACACIA

Project Value \$489,000
Completion Date 2018

LA QUINTA DEL ORO

Project Value \$175,000
Completion Date 2016

QUINTERRA

Project Value \$615,000
Completion Date 2019

HIGHLANDS

Project Value \$722,000
Completion Date 2019

SILVERROCK VENUE SITE

Project Value \$6,000,000
Completion Date 2020

Projects Completed to Date:

- Acacia Parkway Median and Retention Basins
- La Quinta Del Oro Entry
- Quinterra Parkway and Retention Basin
- Avenue 52 Parkway Demonstration Area
- La Quinta Highlands Parkways and Medians

Projects in Plan Check:

- Rancho Ocotillo Parkways and Retention Basins
- X-Park Streetscape, Parking Lot, and Basin

Projects Under Construction:

- SilverRock Venue Park Site
- Cove Trailhead and Restrooms

HERMANN DESIGN GROUP



COMPARABLE PROJECTS

CITY OF INDIO ON-CALL



CITY OF INDIO ON-CALL

CLIENT:	City of Indio
CLIENT ADDRESS:	100 Civic Center Mall
CONTACT'S NAME:	Tim Wassil
CONTACT'S TITLE:	Public Works Director
CONTACT'S TELEPHONE & FAX:	760-391-4018 (t) 760-391-6437 (f)
CONTACT'S EMAIL:	twassil@indio.org

HERMANN DESIGN GROUP

SCOPE OF SERVICES PROVIDED:

On-Call Services for Landscape Architecture Services

MILES AVENUE PARK MASTER PLAN 2016

- Site Analysis, Community Outreach, Workshops, Master Planning, Cost Estimating

MILES AVENUE PARK - PHASE 1 2016-2017

- Design Development, Cost Estimating, Construction and Bidding Documents
- Field Observation

HRPP GRANT PARK RENOVATIONS 2015-2016

- BURR PARK** Parking Lot and Landscape Improvements
- DR. CARREON PARK** Exercise Course, Play Area and Landscape Improvements
- HJORTH PARK** Play Area Improvements
- STATION 87 DOG PARK** New Park Improvements
- Site Analysis, Surveying, Design, Cost Estimating, Construction and Bidding Documents
- Field Observation

DOMINGUEZ PARK 2018

Park Improvements – New Play Area, Basketball Court and Landscape Improvements

- Site Analysis, Surveying, Design, Construction, Cost Estimating, and Bidding Documents
- Field Observation

PK 1707 PARK RENOVATIONS 2019

- Six Park Renovation Projects
- Water Play Restoration
- Playground Surfacing Enhancements
- Play Area Replacement
- Shade Structure Replacement
- Site Analysis, Surveying, Design, Cost Estimating, Construction and Bidding Documents

COMPARABLE PROJECTS

MULTI-USE TRAILS



CV LINK, COACHELLA VALLEY (WORKING WITH ALTA PLANNING + DESIGN)

CLIENT

CVAG

CONTACT

TOM KIRK - 760.346.1127

COMPLETION DATE

PHASE ONE CONSTRUCTION UNDERWAY

The goal behind CV Link is to build a NEV (Neighborhood Electric Vehicle), bicycle, and hiking path along the existing Whitewater River as cities allow it. The roughly 50-mile path will connect Desert Hot Springs to Palm Springs, continuing through the Coachella Valley to the Salton Sea. For this project, we developed conceptual designs and imagery to portray projected uses of the parkway throughout the Coachella Valley for CVAG. Our design concepts were developed using a mixture of on-site photography and 3D model generation to give a realistic simulation. HDG is engaged with the team responsible for the master planning and development of this unique valley-wide parkway, and we are currently working on the construction document phase of this exciting project.

HERMANN DESIGN GROUP



RIBBON CUTTING



COMPARABLE PROJECTS

CITY OF INDIO ON-CALL



PROJECT COMPLETION DATE & VALUE:

MILES AVENUE PARK PHASE I

Value \$1.5 Million
Completion Date 2017

HRPP PARKS Value

Burr Park \$200,000
Dr. Carreon Park \$315,000
Hjorth Park \$150,000
Station 87 Dog Park \$1,150,000
Completion Date 2016

DOMINGUEZ PARK

Value \$225,000
Completion Date 2018

PK 1707 PARK RENOVATIONS

Value \$542,000
Completion Date 2019



HERMANN DESIGN GROUP



DR. CARREON



HJORTH PARK



DR. CARREON



STATION 87 DOG PARK

COMPARABLE PROJECTS

CORPORATE YARD PARK



CORPORATE YARD PARK

CLIENT: City of Desert Hot Springs
 CLIENT ADDRESS: 65950 Pierson Boulevard
 CONTACT'S NAME: Daniel Porras
 CONTACT'S TITLE: Public Works Director
 CONTACT'S TELEPHONE & FAX: 760-329-6411 (f)
 CONTACT'S EMAIL: dporras@cityofdhs.org

HERMANN DESIGN GROUP

SCOPE OF SERVICES PROVIDED:

On-Call Services for Landscape Architecture Services

CORPORATE YARD PARK

- Master Planning for a football and baseball sports complex.
- Cost Estimating
- Environmental Services
- Preliminary Engineering
- Cost Estimating
- Color Renderings of Final Master Plan

PROJECT COMPLETION DATE & VALUE:

Value \$3,500,000
 Completion Date TBD



COMPARABLE PROJECTS

CITY OF RANCHO MIRAGE



CITY OF RANCHO MIRAGE

CLIENT:	City of Rancho Mirage
CLIENT ADDRESS:	69-825 Highway 111
CONTACT'S NAME:	Bill Enos
CONTACT'S TITLE:	City Engineer
CONTACT'S TELEPHONE & FAX:	760-770-3224 (t)
CONTACT'S EMAIL:	bille@ranchomirageca.gov

SCOPE OF SERVICES PROVIDED:

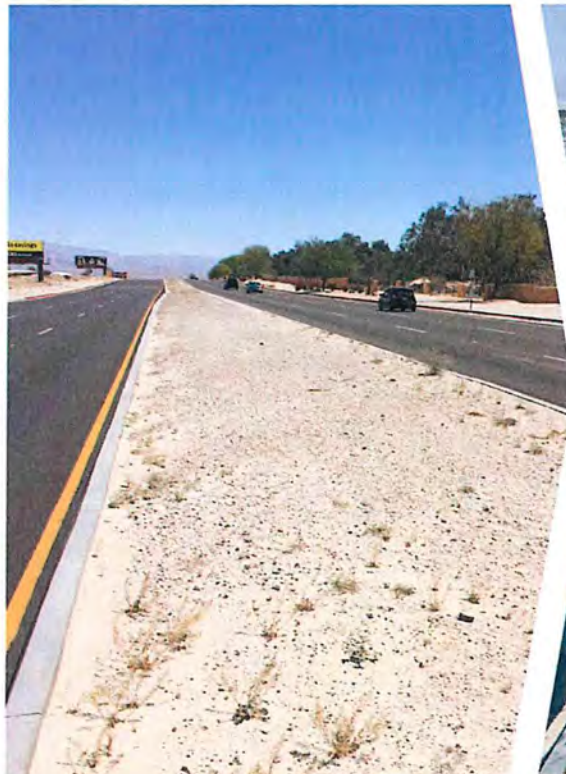
ON CALL SERVICES 2016 – PRESENT

DINAH SHORE MEDIAN

Design services for the median improvements for Dinah Shore drive from Plumley Road to Da Vall Drive. The improvement area was approximately 348,480 square feet of landscape and hardscape. These medians were designed without planting and use cobble, crushed rock and pavers in a creative pattern to cover the median area that varied in width from 3' to 15'.

HERMANN DESIGN GROUP

BEFORE



AFTER



COMPARABLE PROJECTS

CITY OF RANCHO MIRAGE



DESIGN AND CONSTRUCTION

RANCHO MIRAGE COMMUNITY PARK EXPANSION AND AMPHITHEATER

The goal for the Rancho Mirage Amphitheater was to develop a memorable venue for a variety of performances that did not detract from the existing experience of the park. To accomplish this, the amphitheater nestles into the site to take advantage of local mountain views. The stage and lower bowl seating area recess below grade, allowing the visible scale of the venue to be respectful of the neighborhood. Integrating landscape material, specimen trees and a building design that emerges from the earth ties the architecture into the park, setting the atmosphere for a great experience. The result: a space that functions as both amazing park space and performance venue.

PROJECT COMPLETION DATE & VALUE:

DINAH SHORE MEDIANS

Value	\$175,000
Completion Date	2017

RANCHO MIRAGE COMMUNITY PARK EXPANSION AND AMPHITHEATER

Value	\$6,800,000
Completion Date	2015



HERMANN DESIGN GROUP

HOURLY RATE SCHEDULE



HERMANN DESIGN GROUP

NORMAL HOURLY RATES

Principal Landscape Architect/Principal Planner	175.00 per hour
Project Manager	130.00 per hour
Irrigation Designer	130.00 per hour
Landscape Architect	125.00 per hour
Associate/Senior Designer/Graphic Designer	105.00 per hour
Specification Writer	95.00 per hour
Designer	90.00 per hour
Professional Staff	75.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLES

Reimbursable items, such as the cost of reprographics, soil samples, and travel required outside the Coachella Valley will be charged at our cost plus 15% within the allowances provided in the fee breakdowns.

OVERTIME REQUESTS

It is the Landscape Architect's responsibility to schedule the project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that work be completed earlier than originally scheduled and thus requires overtime, the fees shall be adjusted to cover the increased costs incurred by the Landscape Architect. The hourly rates for overtime will be one and one half (1 1/2) times the hourly rates above.

TIMES AND CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the percentage completed on the project to date. All billing statements are due upon receipt. Interest will be charged at the rate of 1 1/2% per month on the past due balance ninety days and over. Due to increases in wages/benefits, fees and hourly rates are subject to an annual increase of 6%.

AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED APRIL 26, 2022,
BY AND BETWEEN TOWN OF YUCCA VALLEY AND HERMANN DESIGN GROUP,
INC., FOR ON-CALL ARCHITECTURAL LANDSCAPE DESIGN SERVICES

This amendment (hereinafter referred to as the "AMENDMENT") to an agreement (hereinafter "AGREEMENT") is made and entered into this 20th day of January 2026, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Hermann Design Group, Inc. (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for inspection services.

RECITALS

- A. On April 26, 2022, the TOWN and the CONTRACTOR entered into an AGREEMENT for On-Call Architectural Landscape Design services in the amount of \$100,000.00 for the term of two years with an additional two (2) years upon mutual Agreement by both parties.
- B. The Town received a proposal from Hermann Design Group (HDG) for on-call Landscape Architectural Services to prepare plans, specifications, and estimates for Town-wide Landscape Beautification Program in the amount of \$85,880.00.

TERMS

- 1. SECTION 4. COMPENSATION AND METHOD OF PAYMENT, of the original AGREEMENT is hereby amended to read as follows:

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in **Exhibit "B"** "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Eighty Five Thousand Eight Hundred and Eight Dollars (\$185,880.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

- 2. EXHIBIT "B" COMPENSATION, Section IV. of the original AGREEMENT is hereby amended to read as follows:
 - V. The total compensation for the Services shall not exceed \$185,880.00 as provided in Section 4 of this Agreement.

This Amendment provides for a \$85,880.00 increase to the contract amount from \$ 100,00.00 to \$ 185,880.00.

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 APRIL 26, 2022,
BY AND BETWEEN TOWN OF YUCCA VALLEY AND HERMANN DESIGN GROUP,
INC., FOR ON-CALL ARCHITECTURAL LANDSCAPE DESIGN SERVICES

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

Town of Yucca Valley

Hermann Design Group, Inc.

By: _____
Curtis Yakimow, Town Manager

By: _____

ATTEST:

Lesley Copeland, Town Clerk

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



To: Town Council

From: Jared Jerome, Associate Planner, Evan Willoughby, Assistant Planner, Shane Stueckle, Deputy Town Manager

Date: January 16, 2026

Meeting Date: January 20, 2026

Subject: Temporary Short-Term Term Vacation Rental - Ordinance Review and GIS Map Presentation

Recommendation:

That the Town Council receives and files the report and provides direction to staff, if desired, regarding potential revisions to the adopted TSTVR ordinance.

Prior Review:

The Town's first TSTVR regulations were adopted effective December 1, 2017.

The Town Council introduced the current regulations at their meeting of February 6, 2024, and adopted the current regulations at their meeting of March 5, 2024.

Discussion:

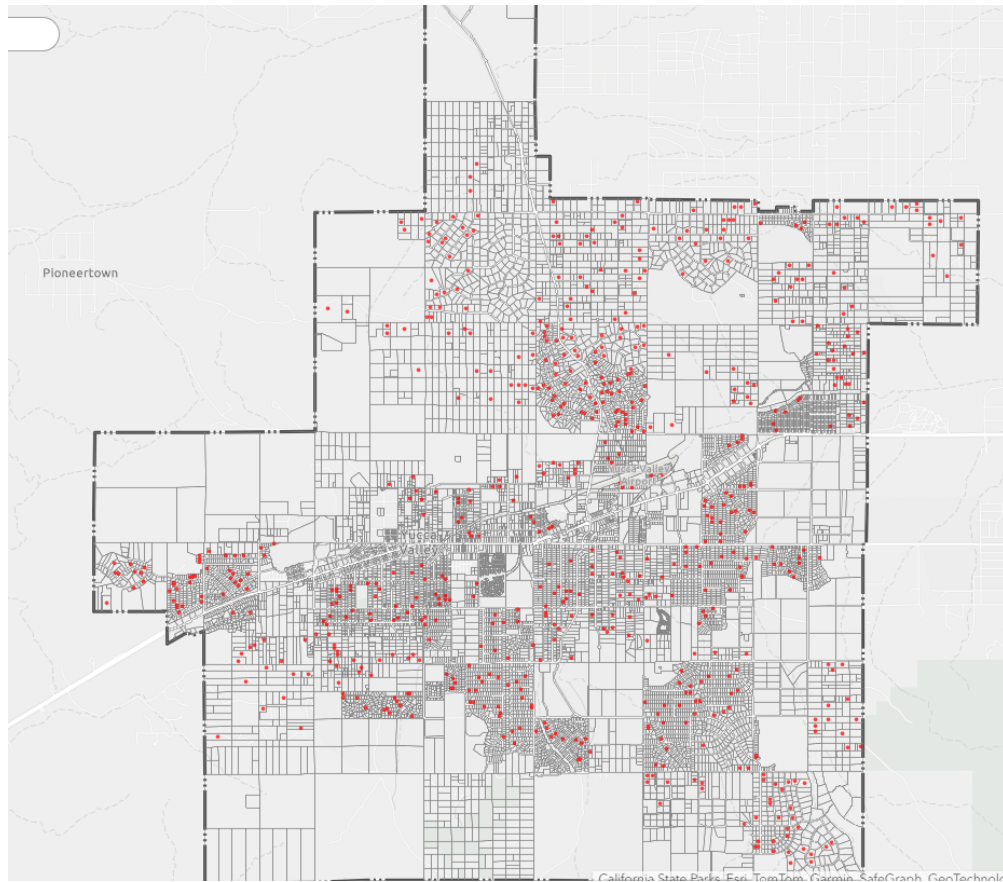
The current maximum cap adopted for calendar year 2026 is 791 TSTVR permits and there are approximately 664 active TSTVR permits as of the time of writing this staff report. The number of permits varies on a daily basis, but that number has remained stable relative to the last update provided to Town Council on February 6, 2024, of approximately 670 active permits.

Based upon feedback and comments received, the Town Council may consider potential changes to the current ordinance, recommended but not limited to the following general category.

- Enhancing the function of compliance mechanisms to address nuisances and non-compliant operators.

Town staff will provide the Town Council with a presentation on the Town's Temporary Short-Term Vacation Rental GIS Map, which is located on the Town's website and accessible through the link below.

<https://experience.arcgis.com/experience/3b8be1ab0aad464999238bb0aee5bf3c>



Alternatives

N/A

Fiscal Impact:

N/A

Attachments

1. ORD 312 TSTVR

ORDINANCE NO. 312

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

WHEREAS, from time to time it is necessary for the Town Council to adopt and amend regulations for various activities within the Town; and

WHEREAS, the Town Council has established regulations for Temporary Short Term Vacation Rentals and the associated permits for those Rentals; and

WHEREAS, the Town Council desires to amend those regulations based upon changing conditions within the Town.

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

SECTION 1: Chapter 5.40, Temporary Short Term Vacation Rental Permit is repealed and restated in its entirety as follows.

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT

SECTION:

- 5.40.010: Purpose
- 5.40.020: Definitions
- 5.40.030: Authorized Agent or Representative
- 5.40.040: Temporary Short-Term Vacation Rental Permit - Required
- 5.40.050: Temporary Short-Term Vacation Rental Permit - Application
- 5.40.060: Operational Requirements and Standard Conditions
- 5.40.070: Additional Development Standards
- 5.40.080: Nuisance Response Plans
- 5.40.090: Maximum Number of Temporary Short-Term Vacation Rental Permits
- 5.40.100: Recordkeeping Duties
- 5.40.110: Permit Administration, Amendments, Revocations and Violations
- 5.40.120: Verified Short-Term Vacation Rental Permit Operational Violations
- 5.40.130: Director's Meetings
- 5.40.140: Expiration of Permits
- 5.40.150: Abandonment
- 5.40.160: Application Waiting List Procedure
- 5.40.170: Transferability

5.40.010: PURPOSE:

The purpose of this chapter is to establish regulations for the temporary use of privately owned single-family residential dwellings that are used as short-term vacation rentals and to ensure the collection and payment of transient occupancy taxes as provided in Chapter 3.24 of the Town Code and minimize the negative secondary effects of such use on surrounding residential properties and residents. The permitting process, standards, and regulations contained herein are intended and designed to ensure the public health, welfare and safety, and tranquility, peace, quiet, preservation of the dark night sky, and low-density desert characteristics of Yucca Valley neighborhoods are not altered, affected, or minimized in any manner or form by the operation of Temporary Short-Term Vacation Rentals.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term vacation rental purposes as defined in this Chapter.

5.40.020: DEFINITIONS:

For purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

**APPLICABLE LAWS, RULES
AND REGULATIONS:**

Any laws, rules, regulations, and codes (whether local, state, or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term vacation rental, and includes all rules, standards, regulations, and laws as established by the Yucca Valley Town Code in its entirety.

APPLICANT:

The owner of the short-term vacation rental unit or the owner's authorized agent or representative.

**AUTHORIZED AGENT OR
REPRESENTATIVE:**

The designated agent or representative who, in addition to the property owner, is responsible for compliance with this chapter with respect to the short-term vacation rental.

BEDROOM:

Bedroom means a private room in the short-term vacation rental unit for sleeping, separated from other rooms and with no less than 70 square feet of floor area. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered

bedrooms.

DIRECTOR: That person acting in the capacity of the Director of Community Development Department or his or her designee.

DIRECTOR'S MEETINGS: Meetings held by the Director with vacation rental unit owners, property owners, residents, neighborhood residents, regarding the permitting and operations of vacation rentals, the adherence of vacation rentals to adopted standards, regulations and conditions of approval, for the purpose of collecting facts, evidence and information regarding potential violations of regulations and conditions of approval and for preparing recommendations to the Town Manager for potential permit actions.

GUEST: Any individual visiting the Short-Term Vacation Rental Unit who is not an occupant.

GOOD NEIGHBOR BROCHURE: A document prepared by the Town that summarizes the general rules of conduct, consideration, and respect, including without limitation, provisions of the Town of Yucca Valley Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rental units.

LOCAL CONTACT PERSON: The person(s) designated by the owner or the owner's authorized agent or representative who shall be available twenty-four hours per day, seven days per week for the purpose of: (1) responding within fifteen (15) minutes by telephone or text and within or less than thirty (30) minutes to be on-site, to complaints regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit; and (2) taking remedial action to resolve any such complaints.

NUISANCE RESPONSE PLAN: A plan containing the required information identified in this chapter and addresses how the owner will respond to nuisances, including, but not limited to, noise, parties, excessive guests and cars,

light trespass, excessive and windblown trash, trash cans out before or after trash collection day, loud music, bands, and all other similar nuisances.

OCCUPANT:

Any individual two (2) years in age or older, that occupied or intends to occupy a short-term vacation rental unit overnight.

OWNER:

The person(s) or entity(ies) that hold(s) legal and/or equitable title to the subject short-term vacation rental unit.

PROPERTY:

A residential legal lot of record on which a short-term vacation rental unit is located.

RESPONSIBLE PERSON:

An occupant of a short-term vacation rental unit who is at least twenty-one years of age and who is legally responsible for ensuring that all occupants of the short-term vacation rental unit and/or their guests comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.

REVOCATION HEARING:

A hearing to consider revocation of a Temporary Short-Term Vacation Rental permit.

SHORT-TERM VACATION RENTAL (STVR):

A short-term vacation rental is a detached single-family residential unit constructed and permitted for residential dwelling purposes and may include residential accessory structures containing habitable space that were constructed pursuant to the Building Codes in effect at the time of their construction. A short-term vacation rental does not include a duplex, condominium, tent, recreation vehicle, teepee, or any other type of structure, vehicle, or facility which was not constructed and permitted as a detached, habitable, single-family residential unit or as a habitable residential accessory structure.

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT (TSTVRP):

A temporary permit, not exceeding four (4) years in length, issued to the owner of the property, that authorizes the temporary use of a privately owned, habitable, residential dwelling or habitable

residential accessory structure as a short-term vacation rental unit pursuant to the provisions of this Chapter, and which incorporates by consolidation a transient occupancy permit and a business license otherwise required by Chapters 3.24 (Transient Occupancy Tax) and 5.20 (Business Registration) of the Yucca Valley Town Code.

TOWN MANAGER

The Town Manager of the Town of Yucca Valley, or his or her designee.

SHORT-TERM VACATION RENTAL UNIT:

A privately owned detached, habitable, single-family residential dwelling or habitable single-family residential accessory structure, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days; except any private dwelling house or other individually owned habitable residential dwelling unit or habitable single-family residential accessory structure rented only once in a calendar year.

TRANSIENT:

For purposes of this chapter means any person who seeks to rent or who does rent a short-term vacation rental unit.

5.40.030: AUTHORIZED AGENT OR REPRESENTATIVE:

- A. An owner may authorize an agent or a representative to comply with the requirements of this chapter on behalf of the owner.
- B. Notwithstanding subsection A, the owner shall not be relieved from any personal responsibility and personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, regardless of whether such noncompliance was committed by the owner's authorized agent or representative or the occupants of the owner's short-term vacation rental unit or their guests.

5.40.040: TEMPORARY SHORT-TERM VACATION RENTAL PERMIT – REQUIRED:

- A. The owner or the owner's authorized agent or representative shall obtain a temporary

short-term vacation rental permit, a business registration certification, and transient occupancy tax certificate from the Town before renting or advertising the availability of a short-term vacation rental unit.

- B. A temporary short-term vacation rental permit is valid for a maximum four (4) year period. Permit renewal application for a temporary short-term vacation rental shall be applied for and evaluated by the Town consistent with this Chapter. Temporary short-term vacation rental permits are particular to the property owner, are not transferable unless transferred in accordance with section 5.40.170, and do not run with the land.

5.40.050: TEMPORARY SHORT-TERM VACATION RENTAL PERMIT – APPLICATION:

- A. The owner shall submit the following information on a temporary short-term vacation rental permit application form provided by the Town, in addition to any additional information deemed necessary by the Director.
 - 1. The name, address, telephone number, and email addresses, and address of the owner of the subject short-term vacation rental unit.
 - 2. The name, address, telephone number and email address, of the owner's authorized agent or representative, if any.
 - 3. The name, address, email address, and twenty-four (24) hour telephone number of the local contact person.
 - 4. The address and assessor parcel number of the proposed short-term vacation rental unit, internet listing sites and listing numbers.
 - 5. Contact name and phone number of the homeowners association, if applicable.
 - 6. The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short-term vacation rental unit.
 - 7. Acknowledgement of receipt and inspection of a copy of the good neighbor brochure.
 - 8. The approximate square footage of the TSTVR and the square footage of all bedrooms within the TSTVR.
 - 9. Notarized acknowledgement that the structure meets all building and safety and zoning codes of the Town of Yucca Valley at the time of construction.

10. A diagram and/or photographs of the premises showing and indicating the location and designated on-site parking spaces, and the maximum number of vehicles allowed for overnight occupants.
 11. The location of pools, hot tubs, spas, or similar elements installed and/or constructed on the property.
 12. Acknowledgment that the owner, agent, and local contact individuals have read all regulations pertaining to the operation of a short-term vacation rental and acknowledgement of their responsibility to assist in enforcement of operating rules and in the payment of transient occupancy taxes.
 13. Copy of the business registration/application filed with the Town of Yucca Valley for the rental unit.
 13. Copy of the Transient Occupancy Tax (TOT) permit application filed with the Town.
 14. Documentation of insurance coverage for the structure as a STVR.
 15. Nuisance response plan. Failure to submit a nuisance response plan in accordance with this Chapter shall result in the denial of the permit application, and the applicant is required to reinitiate the application process.
 16. Such other information as the Director deems reasonably necessary to administer this Chapter.
- B. The temporary short-term vacation rental permit application shall be accompanied by an application fee as established by resolution of the Town Council.
 - C. A temporary short-term vacation rental permit application may be denied if the applicant has had a prior temporary short-term vacation rental permit for the same unit revoked within the past twelve (12) calendar months.
 - D. Within fourteen (14) days of a change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the STVR permit application, the owner or owner's authorized agent or representative shall submit an application and requisite application fee for a new temporary short-term vacation rental permit, which shall be obtained prior to continuing to rent the subject unit as a short-term vacation rental. In the event of a change of ownership for a property that previously obtained a temporary short term vacation rental permit, the permit holder shall notify the Town within fourteen (14) days of the change of ownership. The temporary short term vacation rental permit shall immediately expire upon the change of ownership.

- E. All applications shall be filed in person by the property owner or the authorized agent or representative of the property owner. Appointments with the Director or the Director's representative are required and shall be scheduled no less than thirty (30) days in advance of application submittal. No application shall be accepted via mail, email, or in person submitted by any individual who is not the property owner or the authorized agent or representative of the property owner.
- F. All applications shall be complete at the time of submittal. No incomplete application can be accepted by Town staff.

5.40.060: OPERATIONAL REQUIREMENTS AND STANDARD CONDITIONS:

- A. The owner and/or owner's authorized agent or representative shall use reasonably prudent business practices to ensure that the short-term vacation rental unit is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.
- B. In accordance with the table below, only those occupants to whom the short-term vacation rental has been leased, and their guests, are authorized to be on the premises. No other individual is allowed on the property during the leased period. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered bedrooms and shall not be used in the calculation for determining the maximum number of occupants, guests, and vehicles. The number of occupants, guests, and vehicles in any given short-term vacation rental unit shall be limited as follows.

1. The total daytime numbers provided in the table below may only be temporarily exceeded when in conformance with the Special Event Regulations contained in Section 9.38.020 of the Chapter 9.38 of the Yucca Valley Development Code for guests of a permitted special event. The total overnight numbers provided in the table below may not be exceeded.

Number of Bedrooms	Total of Overnight* Occupants and Vehicles	Total Daytime* * Occupants (Including Number of Overnight Occupants) and Vehicles
0 - Studio	2	8
1	4	8
2	6	8

3	8	12
4	10	16
5	12	18
6	14	20
7	14	20

*Overnight (10:00 P.M. – 7:00 A.M.) **Daytime (7:00 A.M. – 10:00 P.M.)

- C. While a short-term vacation rental unit is rented, the owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding, including being physically on site within thirty (30) minutes to complaints and concerns, and responding to all complaints and concerns within fifteen (15) minutes via telephone or text message, regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit or their guests.
- D. The owner, the owner's authorized agent or representative, and/or the owner's designated local contact person shall use reasonably prudent business practices to ensure that the occupants and/or guests of the short-term vacation rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit.
- E. Noise: No radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside of any short-term vacation rental unit between the hours of 10:00 P.M. and 7:00 A.M.
 - 1. It is unlawful for any owner, renter, occupant, or guest located at a short-term vacation rental unit to make, cause to be made, or allow to be made any loud, excessive, impulsive, or intrusive noise that disturbs the peace or quiet or that causes discomfort or annoyance to any reasonable person of normal sensitivities in the area. Such types of noises or actions causing noises include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting, or transmitting any loud music or noise from any mechanical or electrical sound making or sound amplifying device, and the habitual barking, howling, or crowing of animals.
 - 2. The standard for enforcement of this subsection is the "reasonable person" standard. The inquiry is whether the noise would disturb the peace or quiet or cause discomfort or

annoyance to a reasonable person under the same or similar circumstances.

3. Factors that may be considered in determining whether a violation of this subsection has been committed include, but are not limited to the following: the level of noise; the level and intensity of the background (ambient noise), if any; the proximity of the noise to the residential unit in question; the time of day or night the noise occurs; the duration of the noise; whether the noise is constant, recurrent or intermittent; and whether the noise is produced by a mechanical or electronical device.

4. The owner or owner's authorized agent or representative shall install Noise Aware hardware and software, or its equivalent or better, prior to operations. The data collected by the hardware and software shall be made available to the Town immediately upon request. The noise monitoring equipment should be installed as near to abutting property lines as possible. The short-term vacation rental owner may desire to have additional noise and video monitors on the site beyond this requirement.

F. Prior to occupancy of a short-term vacation rental unit, the owner or the owner's authorized agent or representative shall:

1. Obtain the contact information of the responsible person.

2. Provide a copy of the good neighbor brochure to the responsible person.

3. Require such responsible person to execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants of the short-term vacation rental unit and their guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term vacation rental unit and shall require the responsible person to sign a copy of the Town's regulations for short-term vacation rentals. This information shall be maintained by the owner or the owner's authorized agent or representative for a period of three (3) years and be made readily available upon request of any officer of the Town responsible for the enforcement of any provision of the Town Code or any other applicable law, rule, or regulation pertaining to the use and occupancy of the short-term vacation rental unit.

4. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall greet the responsible person or communicate electronically prior to occupancy of the STVR by the responsible person. The responsible person shall be provided a verbal briefing in person or via electronic means on the Town's rules, regulations, and standards for STVRs, and shall sign copies, which must be retained by the owner for a period of three (3) years.

G. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall, upon notification that the responsible person and/or any occupant and/or guest of the short-term vacation rental unit has created

unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, promptly respond in a timely and appropriate manner to immediately halt or prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner, the owner's authorized agent or representative and/or the owner's designated local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term vacation rental unit in a timely and appropriate manner shall be subject to all administrative, legal, and equitable remedies available to the Town.

- H. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall report to the Director the name, violation, date, and time of disturbance of each person involved in two or more disorderly conduct activities, disturbances or other violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, within five (5) business days of the second occurrence.
- I. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days. The owner, the owner's authorized agent or representative shall use reasonably prudent business practices to ensure compliance with all the provisions of Chapter 6.02 (Solid Waste Handling and Recycling Services) of the Town Code.
- J. No sign, as that term is defined in Ordinance 156 (Signs), shall be posted on the premises to advertise the availability of the short-term vacation rental unit. Off-site directional signs are prohibited. There shall be no displays, sale, or advertising signs on the premises. There shall be no signs other than one unlighted identification sign containing the name and address of the property attached to the building not exceeding two (2) square feet in area per street frontage.
- K. Parking shall be allowed on site only and shall not exceed the maximum number of vehicles as identified in the Table of Section 5.40.060.B. Parking shall be dustproof material including pavement, slag, gravel, or similar material.
- L. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall post a copy of the short-term vacation rental permit and a copy of the good neighbor brochure in a conspicuous place within the short-term vacation rental unit, and a copy of the good neighbor brochure shall be provided to the responsible person of the subject short-term vacation rental unit.
- M. Unless otherwise provided in this Chapter, the owner and/or the owner's authorized agent or representative shall comply with all provisions of Chapter 3.24 of the Town Code concerning transient occupancy taxes, including, but not limited to, submission of

returns in accordance with Section 3.24.080 of the Town Code, which shall be filed even if the short-term vacation rental unit was not rented during each such month.

- N. The Director shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided or adequately mitigated.
- O. The standard conditions set forth herein may be modified by the Director upon request of the owner or the owner's authorized agent or representative based on site-specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.
- P. The owner and/or the owner's authorized agent or representative shall post, in a place or location deemed acceptable by the Director, the current short-term vacation rental permit number on or in any advertisement appearing in any newspaper, magazine, brochure, television trade paper, Internet website, etc., that promotes the availability or existence of a short-term vacation rental unit. In the instance of audio-only advertising of the same, the short-term vacation rental permit number shall be read as part of the advertising.
- Q. All outdoor lighting shall be fully shielded so that all light goes below a horizontal plane, and shall not result in light trespass onto any abutting property. Certification shall be provided by the owner prior to permit approval.
- R. Posted Notice within Unit: Each short-term vacation rental unit shall have a clearly visible and legible notice posted within the unit, on or adjacent to the front door, containing the following information:
 - 1. The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be immediately reached on a twenty-four (24) hour basis.
 - 2. The maximum number of occupants.
 - 3. The maximum number of vehicles allowed to be parked on the property.
 - 4. Notification of the arrangements that the owner has made to allow the renter to

properly store and dispose of trash or refuse in accordance with the terms of the Town Code.

5. Notification that failure to comply with the requirements of this Chapter, including parking and occupancy standards, as well as public and private nuisance standards, is a violation of the Town Code, and that such violation may result in enforcement actions to address the violation. These may include actions to abate the nonconformity, the institution of criminal, civil, or administrative actions, or, under certain circumstances, the calling of law enforcement for the removal of guest occupants and their vehicles from the property to the extent authorized by law. The notification shall state in a prominent format that users of the unit are prohibited from disturbing the peace of the surrounding neighborhood and that doing so is a violation of this Chapter.

6. Location of utility emergency shut off valves (including how to access valves and, if necessary, tools needed for such purposes).

7. Phone numbers of local emergency medical and law enforcement services.

8. Property boundary map for the purpose of exterior property recreational activities and parking to deter trespassing on other privately owned properties.

9. Notice that noise monitoring equipment has been installed on the property.

5.40.070: ADDITIONAL DEVELOPMENT STANDARDS:

The following are additional development standards, in addition to those zoning standards established for single family residential structures as contained in Article 2, Zoning Districts and Development Standards, and Article 3, Development Standards, of Title 9, Development Code, of the Yucca Valley Town Code.

A. Zoning Districts: STVRs shall be allowed in all Zoning Districts as established on the Yucca Valley Zoning Map. Nonconforming single-family residences with a TSTVR license located in Commercial or Industrial zoning districts shall not register complaints against existing Commercial or Industrial uses for regular Commercial or Industrial operations.

B. Number of Units Per Parcel: Multiple, eligible, habitable, single-family residential structures may be rented under not more than one temporary short-term rental permit.

C. Notice:

1. Following any action to approve a permit application for a short-term vacation rental, the Director shall cause notice to be provided to all property owners and tenants within three hundred (300) feet of the proposed short-term vacation rental site, indicating the approval granted.

2. The notice of approval to surrounding property owners shall also provide name, email address, and phone number of the "local contact person" designated for the short-term vacation rental unit.

D. Eligibility:

A legal conforming or nonconforming single family residential dwelling unit or habitable, residential accessory structure for purpose of establishing a temporary short-term vacation rental shall be located on a parcel containing a primary use or shall be located contiguous to a parcel under common ownership that contains a primary use, and shall not be permitted more than one temporary short-term vacation rental permit regardless of the number of parcels.

5.40.080: **NUISANCE RESPONSE PLANS:**

A. Each nuisance response plan accompanying an application for a permit required by this Chapter shall contain the following information and otherwise be in a form required by the Director. The nuisance response plan shall address potential violations of the Yucca Valley Town Code including windblown trash, trash cans placed out before or after trash collection day, excessively loud music, night sky and other lighting violations, parties, loud noises, excessive vehicles, excessive guests, loud parties, and trespassing onto adjoining or surrounding properties. Nuisance response plans that do not adequately address how violations shall be addressed by management operations with the renters in accordance with this Chapter or that do not contain the required information as established by this Chapter or the Director shall result in denial of the temporary short-term vacation rental permit. No application for the same property may be resubmitted to the Town within a twelve (12) month period. Nuisance response plans shall include the following:

1. The name, mailing address, email address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a short-term vacation rental pursuant to the permit.

2. The name, address, email address, and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term vacation rental unit(s) by occupants, their visitors and/or their guests. For the purposes of this Chapter, a return telephone call to a complainant, and the ability to be on-site, within thirty (30) minutes of the initial complaint shall be deemed "prompt." Documentation shall be provided with the application that clearly illustrates the ability for any responding individual to be on-site within the thirty (30) minute time frame.

3. The manner of responding to or causing a response to a nuisance complaint, including, but not limited to, the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.
 4. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this Chapter, "timely corrective action" shall include, at a minimum, a telephone call or text message to the primary adult occupant of the short-term vacation rental within fifteen (15) minutes of the initial nuisance complaint. Timely corrective action shall also include being on-site within thirty (30) minutes of the initial nuisance complaint.
 5. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking, or other physical characteristics, if any, that support a request for occupancy greater than two (2) persons per bedroom.
 6. The number of off-street parking spaces and number of bedrooms available at the short-term vacation rental unit.
 7. Any other information deemed necessary by the Director.
- B. At any time, the owner or owners of a short-term vacation rental unit may change the content of the nuisance response plan approved incidental to the issuance of the permit by filing an amended response plan with the permit administrator. Such amended response plan shall contain all the information and be in the form required by this Section and shall be accompanied by an amended response plan fee in an amount established by the Council by resolution.

5.40.090: MAXIMUM NUMBER OF TEMPORARY SHORT-TERM VACATION RENTAL PERMITS

- A. At no time shall the number of Temporary Short-Term Vacation Rental Permits issued exceed ten percent (10%) of the Town's official inventory of detached single-family residential dwelling units. The Director shall annually, in January of each calendar year, adopt the official inventory number of detached single-family residential dwelling units within the Town. The official inventory shall only be adjusted once each calendar year.
- B. After the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received.
- C. No additional TSTVRP shall be issued until an existing TSTVRP has expired, been

revoked, or is no longer operational. Upon a TSTVRP expiring, being revoked or no longer in operation, the Director shall cause the next complete application on the waiting list to be processed in accordance with this Chapter.

5.40.100: RECORDKEEPING DUTIES:

The owner or the owner's authorized agent or representative shall maintain, for a period of three (3) years, records in such form as may be required by the tax administrator (as defined in Chapter 3.24) to determine the amount of transient occupancy tax owed to the Town. The tax administrator shall have the right to inspect such records at all reasonable times, which may be subject to the subpoena by the tax administrator pursuant to Chapter 3.24 (Transient Occupancy Tax) of the Town Code.

5.40.110: PERMIT ADMINISTRATION, AMENDMENTS, REVOCATIONS AND VIOLATIONS:

- A. Additional Conditions: A violation of any provision of this Chapter by any of the occupants, responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall authorize the Director to impose additional conditions on the use of any active short-term vacation rental unit to ensure that any future violations are avoided. The Director shall provide ten (10) days' notice prior to the imposition of additional conditions. The owner may appeal the imposition of additional conditions by submitting a notice of appeal to the Director within 10 days of receiving the notice from the Director. The notice of appeal shall set forth the reasons and evidence that support the owner's position that additional conditions are not necessary to avoid future violations. The notice of appeal shall be accompanied by an appeal fee, as set by the Town Council by resolution. The appeal shall be heard in accordance with subsection (b) of this section.
- B. Appeal of Additional Permit Conditions: Any appeal of additional conditions imposed by the Director in accordance with this section shall be heard by the Town Manager. The appeal hearing shall be set no more than 30 days from the Town's receipt of the notice of appeal. Imposition of the additional condition shall be stayed until the conclusion of the appeal. At the appeal hearing, the Town Manager shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager from time to time. Within ten (10) days of the

conclusion of the hearing, the Town Manager shall issue a decision as to whether the additional conditions are necessary to avoid future violations at the STVR property in question. The Town Manager shall have the authority to affirm, modify, or reject the conditions imposed by the Director. The decision of the Town Manager shall be final.

- C. Permit Suspension or Revocation: Any request for a permit suspension or revocation by the Director based on violations of this Chapter shall be conducted in accordance with the terms and provisions of this subsection (c). The owner of a STVR unit subject to a permit suspension or revocation hearing shall be provided with not less than 20 days' notice prior to the day of the hearing. The hearing shall be conducted by the Town Manager. The Town Manager shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager shall issue a decision regarding the suspension or revocation of the permit for the STVR property in question. The Town Manager shall have the authority to approve the permit suspension or revocation, modify the existing conditions of the permit, or reject the permit suspension or revocation request. The decision of the Town Manager shall be final.
- D. Enforcement and Violations: A violation of any provision of this Chapter by any of the occupant(s), responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall constitute grounds for modification, suspension and/or revocation of the short-term vacation rental permit and/or any affiliated licenses or permits, in addition to public nuisance violation procedures of the Town Code as defined and established in the Town Code.
- E. The owner shall agree to the conditions of approval and permit requirements, in addition to all other standards and conditions as implemented under Chapter 5.40, as follows.

1. As the owner, I fully understand that the permit authorizes short-term vacation rental activity in a residential neighborhood in the Town of Yucca Valley. Yucca Valley residents value the tranquility, peace, quiet, night sky, and low-density desert characteristics of their neighborhoods. Activities associated with the operation of the short-term vacation rental that disturbs, disrupts, and impedes the general enjoyment of the desert character and qualities that Yucca Valley residents value may result in the issuance of

operational penalties, infraction citations, misdemeanor citations and other court actions, up to and including the revocation of the permit, in accordance with Chapter 5.40, these conditions of approval and the Town of Yucca Valley Town Code.

2. As the owner, I fully understand that these Conditions of Approval are for Temporary Short-Term Vacation Rental Permit, TSTVRP XX-XX. The residential structure is located at (address) and is also identified as APN: XXX-XXX-XX. The approved permit is subject to compliance with these conditions of approval. Pursuant to Chapter 5.40 of the Town of Yucca Valley Development Code, effective December 1, 2017, a Temporary Short-Term Vacation Rental Permit is a temporary permit and approval is valid for a twenty-four (24) month period. The Town is not obligated or required to renew the permit or to extend the permit beyond the twenty-four (24) month approval period. The Town Council may conclude and close the short-term vacation rental program at any time. This permit is issued to the owner, this permit does not run with the land or structure, and this permit is not transferrable.

3. As the owner, I fully understand that verified trespass by guest occupants onto any adjoining, adjacent or property in the vicinity of the short-term vacation rental unit may result in revocation or suspension of the temporary short-term vacation rental permit. The permit suspension or revocation hearing shall be administered by the Town Manager, and the decision of the Town Manager shall be final.

5.40.120: VERIFIED SHORT-TERM VACATION RENTAL PERMIT OPERATIONAL VIOLATIONS:

Verified operational violations of Chapter 5.40 and of any and/or all conditions of approval, at a minimum, shall result in the following.

- A. \$1,500.00 fine paid to the Town of Yucca Valley for the first verified operational violation.
- B. \$3,500.00 fine paid to the Town of Yucca Valley for the second verified operational violation within twelve (12) months.
- C. \$5,000.00 fine paid to the Town of Yucca Valley for the third verified operational violation within twelve (12) months.

In addition to the fines set forth in this section, in the event of a violation, the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.140.

5.40.130: DIRECTOR'S MEETINGS:

When verifiable complaints are received, the Director may schedule a review of the Temporary Short-Term Vacation Rental Permit. The Director shall notify the owner and all property owners

within three hundred (300) feet of the short-term vacation rental unit no less than twenty (20) days in advance of the Director's meeting.

Attendance by the property owner or owner representative or authorized agent is mandatory. Failure of the owner to attend shall result in a suspension or revocation hearing in accordance with this Chapter.

5.40.140: EXPIRATION OF PERMITS:

Permits expire on the date of expiration listed on the permit. No renewal application can be processed if it has expired prior to the permit renewal application being filed with the Town.

5.40.150: ABANDONMENT:

Applications which do not include all required information shall be deemed incomplete within thirty (30) calendar days from application submittal. After applicant's notice of incomplete application is sent, the application must be complete within forty-five (45) calendar days or application will be deemed abandoned.

5.40.160 APPLICATION WAITING LIST PROCEDURE:

As detailed in 5.40.090, after the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received. The temporary short-term vacation rental permit application shall be accompanied by a waitlist fee as established by resolution of the Town Council. When a TSTVR permit becomes available, application(s) on the waiting list will be processed in the order received.

5.40.170 TRANSFERABILITY:

A TSTVR license may be transferred if the following conditions have been met:

- A. The TSTVR license has not expired.
- B. No verifiable complaints have been made against the TSTVR.
- C. The TSTVR purchaser has paid all TSTVR license fees and submitted all application materials.
- D. The TSTVR seller and the TSTVR purchaser have submitted a notarized acknowledgement of the sale of the TSTVR and the transfer of the TSTVR license.

SECTION 2. SEVERABILITY

The Town Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. CEQA

This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it places a moratorium on the issuance of permits. 14 Cal. Code Regs. § 15378. The Ordinance is also exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The Town Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days from its adoption by the Town Council of the Town of Yucca Valley.

SECTION 5. PUBLICATION

The Town Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the Town in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section 39633(c).

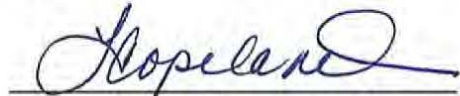
SECTION 6. CERTIFICATION

The foregoing Ordinance was approved and adopted at a meeting of the Town Council held on the 5th day of March, 2024

A handwritten signature in blue ink, appearing to read "Robert Lombardo", written over a horizontal line.

Robert Lombardo, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Lesley Copeland", written over a horizontal line.

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Thomas Jex", written over a horizontal line.

Thomas Jex, Town Attorney

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Lesley R. Copeland, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 312 as duly and regularly introduced at a meeting of the Town Council on the 6th day of February 2024 and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 5th day of March 2024 by the following vote, to wit:

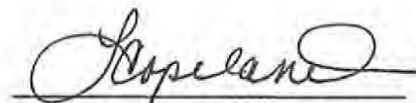
Ayes: Council Members Denison, Schooler and Mayor Lombardo

Noes: None

Recused: Council Members Abel, and Drozd

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 20th day of February 2024.



Town Clerk of the Town of
Yucca Valley

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: January 7, 2026

Meeting Date: January 20, 2026

Subject: FY 2026-28 Draft Strategic Plan Review

Recommendation:

Review and approve the final draft FY 2026-28 Strategic Plan and direct staff to incorporate the plan priorities into the FY 2026-28 budget process and policy planning activities.

Prior Review:

FY 2024-26 Strategic Plan Status Review

Discussion:

The Town utilizes the Strategic Planning process to determine the appropriate goals and objectives that will further the mission of the Town in the near, mid, and long-term planning horizons. Through the process, prioritization of objectives and initiatives are developed that are then reflected in a measurable work plan supported by the Town's allocation of resources through the adopted budget.

Strategic Planning Process

A key component of the Strategic Planning process included significant public outreach efforts designed to engage and encourage residents, businesses, and other stakeholders to provide input on concerns and issues of importance to them.

Through these workshops and Town outreach efforts, stakeholders were able to contribute thoughts, ideas, and suggestions for Council consideration in the Strategic Planning process.

The 2026-28 Strategic Plan was built within the framework of the following actions:

1. FY 2024-26 Approved Strategic Plan
2. 2023 Community Livability Formal Survey
3. Town Council Ideas & Initiatives
4. Draft Review January 20, 2026

5. Final Review February 3, 2026

Strategic Plan Strategies and Action Plans and Next Steps

The final step in completing the comprehensive 2026-28 Strategic Plan is the inclusion of specific strategies and actions plans to support the goals and objectives as previously identified. In essence, the strategies and actions plan provide Town staff with the nuts and bolts work plan to deliver the objectives of the Strategic Plan. Once adopted, the FY 2026-28 Strategic Plan will be the basis for the FY 2026-28 budget development process, planned for Spring 2026.

Alternatives

Fiscal Impact:

Attachments

1. DRAFT Strategic Plan Review

Town of Yucca Valley



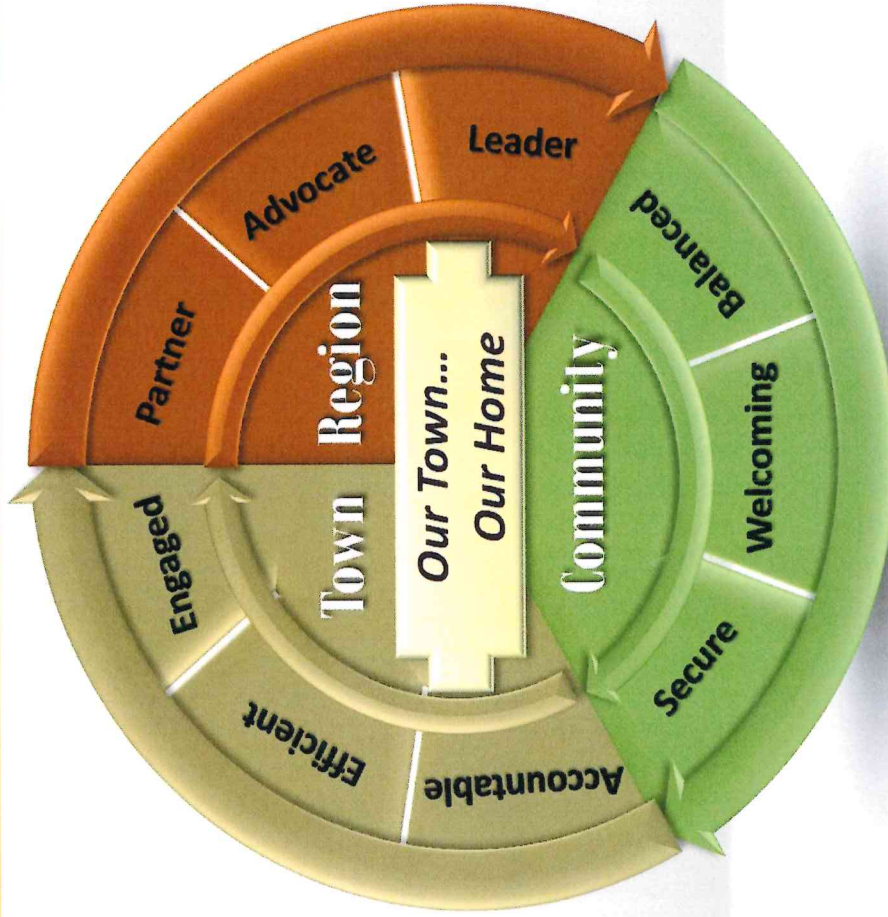
2026-2028 Strategic Plan

DRAFT REVIEW

DRAFT

Town of Yucca Valley
2026-28 Strategic Plan

Strategic Plan and Objectives



Town of Yucca Valley

Strategic Plan 2026-2028

OUR TOWN...OUR HOME

Our Town...Our Home.... What does that mean? When we consider our Town to be our Home, we identify a personal commitment to the success of our Town. Just as we strive to enhance and support our individual homes, we take the same approach in the governance, management and execution of Town projects, programs and services. As a unified team of elected officials, management and staff, the Town of Yucca Valley works together toward the primary goal of protecting and enhancing our quality of life in Town to ensure that Yucca Valley remains *Our Town....Our Home*.

When we partner together as a ***Town***, we understand the need to be Engaged with our residents. We understand the expectation that the Town organization is to be Efficient in use of resources, and we are held Accountable for the delivery of essential services, such as public safety and infrastructure.

When we partner together as a ***Community***, we understand the importance of a Secure community, with reasonable expectations of a safe environment at home and around Town. Further, our Community should be a Welcoming community both aesthetically in visual sight, and operationally with minimal barriers for all businesses – small, medium and large. We also appreciate the sense of a Balanced community that places an appropriate emphasis on quality of life as evidenced by the Community's recreational assets, reasonable support for arts and culture, and appreciation for natural amenities right outside our doors.

When we partner together as a ***Region***, we understand the regional role of Yucca Valley as the Leader and economic hub in the Morongo Basin, continuing to support responsible growth of business that benefits the entire region. We act as an Advocate to ensure that the voice of the Morongo Basin is well represented at the regional, state and national levels. And finally, we stand as a Partner with our neighbors and colleagues in the reality that many of the services provided throughout the Basin are not confined to individual boundaries.

Moving Forward... Together

Town

Objective 1 – Engaged
Objective 2 – Accountable
Objective 3 – Efficient

Moving Forward... Together

Community

Objective 4 – Secure
Objective 5 – Welcoming
Objective 6 – Balanced

Moving Forward... Together

Region

Objective 7 – Leader
Objective 8 – Advocate
Objective 9 – Partner

Our Town...Our Home

FY 2026-28

Goal	Objective	#	Strategy	Action Plan	Priority	Division
Town	Engaged	1	Ensure effective and efficient access to Town information	Complete the transition of the Town's existing on-line web platform for efficiency and effectiveness.	High	IT/TC
		2		Develop a recommended transition plan for add-on components, including mobile access and on-line payment options, covering heavily used transactions as available.	Med	IT/TC/FIN
Town	Engaged	3	Utilize an effective multi-media platform to communicate with residents, businesses and stakeholders	Use the Town's Social Media platforms on a weekly basis to communicate ongoing activities, information and needs.	Med	IT/TC
Town		4		Distribute timely and helpful educational and informational materials to residents in a variety of formats and methods to ensure maximum reach.	Med	TC
Town	Engaged	5	Engage the Community with education and information regarding impacts related to the Town's Measure Y and Z	Provide information and education regarding the existing Measure Y and Measure Z.	High	TM/PIO
Town	Efficient	6		Evaluate current and potential programs funded through Measure Y for affirmation, modification and sustainability.	Low	TM/PIO
Town		7	Maintain efficient and effective management of the Town's critical records according to Municipal Record's Management Best Practices	Develop a transition plan for migrating critical records to electronic storage.	High	TC
		8		Research and present opportunities for online access to Town public records.	High	TC
		9		Assist in the review and/or development of a comprehensive electronic communication policy, inclusive of required retention policy.	Med	TC/IT

Our Town...Our Home

FY 2026-28

Goal	Objective	#	Strategy	Action Plan	Priority	Division
Town	Efficient	10	Ensure near, mid and long-term fiscal stability of the Town	Continue implementation of Town established policies related to debt, pension stabilization, capital funding, investment of funds and related policies.	High	FIN
		11		Maximize interest earnings through utilization of innovative investment policies and alternatives.	High	FIN/TC
		12		Increase automated processes for recurring required financial processes including ACFR preparation and budget preparation and reporting.	Low	FIN
Town	Efficient	13	Build new and innovative Community Services programs and services in advance and support of the YV ARC	Review and assess the Town's recreation programming for possible expansion, efficiencies and consolidation in the proposed Prop 68 project facility for maximum staffing/operational efficiency.	High	CS
Town	Infrastructure	14	Build and Expand the Park Space in Old Town at Founders Plaza that will include event space, dog park, and other amenities for residents and an anchor for Old Town.	Develop Grant Applications to give the ability for the Town to build these amenities.	High	CS
Town	Efficient	15		Develop funding model and operational alternatives for the YV ARC center including initial program offerings, staffing plans, pro forma rev/exp models and membership program options.	High	CS/FIN
	Efficient	16	Provide a functional IT network and system that allows and supports workplace efficiencies and experiences minimal disruptions	Update Town's IT Masterplan.	Med	IT
	Efficient	17	Develop essential policies related to the administration and application of the Town's IT systems	Engage the Town's IT consultants to develop the appropriate draft policies related to cyber security, records, and liability.	Med	IT/HR

Our Town...Our Home

FY 2026-28

Goal	Objective	#	Strategy	Action Plan	Priority	Division
Town	Efficient	18	Provide enhanced solid waste and recycling opportunities for Town residents	Work with hauler to provide an enhanced recycling drop-off for residents at new transfer station to provide easier opportunities for recycling and help prevent illegal dumping.	High	SW
		19		Work with hauler and local organizations in identifying food recovery options for local businesses in order to comply with current solid waste legislation and regulations.	Med	SW
Town	Efficient	20	Enhance customer service options for businesses and residents through consolidated services	Accelerate long-term planning for consolidated Town hall services to commence with library transition.	High	PW/CD
		21		Develop initial range of relocation options and funding model for a permanent Town Council chambers to maximize efficiency for Council, Commission and public meetings. Entirely or in a Phased Approach.	High	PW/CD
Town	Efficient	22	Provide for efficient and effective operational continuity within Town operations	Review the Town's current and projected staffing structure; develop staffing resources in a planned and effective manner.	Med	TM/HR
		23	Provide a positive and responsible work environment for Town Employees	Evaluate current employee feedback and engagement through formal survey tools and protocols and identify potential best practice recommendations for possible implementation.	Med	TM/HR
Town	Accountable	24		Evaluate current employee training programs and protocols and identify potential best practice recommendations for possible implementation.	Med	HR
		25		Evaluate and update Town policies and related implementation documentation to promote effective employee evaluation, development, and recognition.	High	HR

Our Town...Our Home

FY 2026-28

Goal	Objective	#	Strategy	Action Plan	Priority	Division
Community	Secure	1	Provide an effective and efficient Public Safety Plan for the Community	Review and analyze existing volunteer programs and develop alternatives that can effectively supplement contract services, including Neighborhood Watch, COP and SAR.	Med	PS
Community	Secure	2	Enhance wayfinding, signage, and continuity within the Town.	Evaluate existing signage patterns within the Town and add, modify, and/or eliminate signage to achieve concise but effective wayfinding and directional assets within the Town.	Med	PW
Community	Secure	3	Ensure community is prepared for disasters	Stay engaged with County OES, keep Emergency Plans updated (i.e.: EOP, Hazard Mitigation, etc.) Utilize social media to keep citizens informed. Complete Hazard Mitigation Plan update.	High	EO
Community	Secure	4	Promote emergency preparedness of Town Staff	Provide employees with the opportunity to attend specialized emergency management training. Provide information about preparedness at home and in the workplace. Hold an emergency/active shooter training and exercise in each of the two years.	Med	EO
Community	Secure	5	Ensure the Town has access to a functional EOC in the event of activation	Engage SBCFD with respect to a shared/joint EOC in a new fire station facility; evaluate options to accelerate.	Med	EO
Community	Secure	6	Ensure proper governance in times of disaster	Develop a Continuity Plan (COOP) with applicable basin partners to ensure the continuity of critical functions and governance in times of disaster.	Med	EO
Community	Secure	7	Active Shooter and Stop the Bleeding Training	Develop Training with exercises to be prepared IF a tragic event happens within our community.	Med	EO
Community	Welcoming	8	Establish the Town as a welcoming community for businesses, residents, and visitors alike	Review the Town's existing Community Relations plans and activities to ensure maximum exposure in critical areas.	High	PIO

Our Town...Our Home

FY 2026-28

Goal	Objective	#	Strategy	Action Plan	Priority	Division
Community	Welcoming	9	Establish the Town as a welcoming community for businesses, residents, and visitors alike	Evaluate the Town's engagement and collaboration with the Desert Regional Tourism Agency. Affirm or modify structure as appropriate to achieve Town objectives.	High	TM
		10		Provide for the assessment and recommendations of specific initiatives, projects or programs focused on the benefit of public art in public spaces.	Med	CS/TM
		11	Established appropriate infrastructure programs as provided for through Town resources	Continue delivery of the Town's Pavement Management System recommendations utilizing the Town's appropriate special revenue funding sources, including Measure Y.	High	PW
		12		Provide a review of the Town's existing approved Maintained Road System and develop potential policy modifications addressing identified major arterial dirt road areas within Town limits.	High	PW/CD
Community		13		Develop and present the appropriate policies for potential modification or addition into the Town's maintained road system.	High	PW/CD
	Welcoming	14	Promote improved maintenance and appearance of private and public properties along SR 62 & SR 247	Continued implementation of proactive Code Compliance programs on SR 62 and SR 247. Encourage voluntary compliance through possible incentive programs. Evaluate options for problems.	Med	CD
	Welcoming	15		Present alternative Parkway design standards to the Council for direction and initial action, with a specified focus on Town entry points.	High	CD
Community		16		Complete assessment of signage and building appearances along SR 62 and provide alternatives for updating and modernization.	Med	CD
		17		Ensure continued coordination and cooperation with Caltrans as related to safety and maintenance measures on Hwys 62 & 247.	High	PW/CD

Our Town...Our Home

FY 2026-28

Goal	Objective	#	Strategy	Action Plan	Priority	Division
Community	Balanced	18	Provide a balanced schedule of safe and beneficial recreational alternatives for Yucca Valley residents and visitors	Explore options for Yucca Valley Open Space Event(s) to be reviewed by the PRCC and recommended to TC.	High	CS
		19		Identify the necessary Town structure and staffing or contract service resources required to assist in an expansion of Town sponsored and Town coordinated events.	High	CS
		20		Identify the needs, resources, and effective delivery of assistance to the unsheltered and unhoused through continued coordination with County and non-profit partners.	Med	TM/HR
Community	Balanced	21	Maintain quality of life by providing recreational activities for patrons of all ages	Develop and deliver recreation programs that effectively introduce and maximize new Town facilities (YVARC, Pickleball Complex, Founders Plaza) and reimagine offerings at the modernized Senior Center.	High	CS
Community	Balanced	22	Maintain quality of life by providing cultural activities for patrons of all ages	Expand HI Desert Nature Museum programming to meet established goals and objectives as outlined in the approved 2024-2028 Strategic Plan.	Med	CS/HDNM
Community		23		HDNM Strategic Plan FY 26-28 - Support MUSD grade level field trip program through Kids' Corner remodel, Museum Outdoor Expansion Project Design and Collections Storage Improvements.	Med	CS/HDNM
Community	Balanced	24	Support the Town's tourism industry	Evaluate and implement policy changes as required to support visitation to the Town targeting both traditional and modern lodging options.	High	TM/CD
Community	Balanced	25		Evaluate and implement marketing options for the Town to support all aspects of the tourism industry leveraging the Town's Transient Occupancy Tax resources.	High	TM

Our Town...Our Home

FY 2026-28

Goal	Objective	Strategy	Action Plan	Priority	Division
Region	Leader	1 Continue to develop the Town as a regional retail hub	Solicit specific retail operations based on Gap analysis and areas of identified need. Engage professional services as necessary. Provide added focus on existing vacant store fronts/buildings.	Med	TM
	Partner	2 Engage with community partners in Emergency Management preparation and response	Work with local agencies and organizations by participating in multi-agency training exercises and plan development.	High	EO
Region	Partner	3 Ensure quality Emergency Fire and Medic services to Town residents	Partner with the San Bernardino County Fire Department to review and analyze existing EMT services and facilities	Med	TM
Region		4	Partner with the San Bernardino County Fire Department to review options and assist as determined for the planned replacement of Station #41	High	TM
Region	Partner	5 Support Hi Desert Water District in the delivery of the regional wastewater project	Engineering staff continuing coordination of Phase 2/3 construction project with the Town's Maintained Road System.	High	TM/CD
		6	Identify and promote the development options for recycled water to be utilized for non-potable water needs at Town parks; evaluate alternatives in the absence of recycled water	Med	TM/CD
Region	Partner	7 Encourage and promote an efficient and safe regional transportation network	Continued Town and Caltrans collaboration on SR 247 and SR 62 regarding increasing traffic flows and related safety requirements for mid-long range planning; Engage SBCTA in related efforts to ensure Town needs/concerns are noted and memorialized.	High	TM/CD

Our Town...Our Home

FY 2026-28

Goal	Objective	Strategy	Action Plan	Priority	Division
Region	Partner	8 Encourage and promote adequate public transportation systems that serve the Morongo Basin	Continue through Morongo Basin Transit Authority participation ongoing monitoring of necessary public transit service levels; participate in the review TAC committee related to the SBCTA public transit policy discussions.	Mid	TM/CD
	Partner	9 Continue to develop the Town as a regional recreational hub and source with conjunction with regional partners including San Bernardino County	Development of Pickleball Courts that can serve community; Development of the Yucca Valley Aquatics and Recreation Center serving both Town and County residents	High	TM/PW
Region	Partner	10 Encourage the County of San Bernardino to engage with the Town to develop in partnership a Regional Park in Yucca Valley that could serve as a regional fair grounds.	Start the discussion with the County of this possibility for funding, and potentially grant opportunities.	Med	TM
Region	Partner	11 Continue to develop the Town as a regional social/senior services hub and source with conjunction with regional partners including San Bernardino County	Development of updated Lobby areas within the Town's Senior Center to better serve Town and County seniors; other Senior Center modernization efforts as budget allows	High	TM/PW