

TOWN OF YUCCA VALLEY TOWN COUNCIL MEETING



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

**TOWN COUNCIL: 5:00 PM
TUESDAY, FEBRUARY 17, 2026
CLOSED SESSION: 4:15 PM
(Town Hall Conference Room)**

Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/94354086212?pwd=i91di2DHiU4CfydN60tsBur7gcua7U.1>

Meeting ID: 943 5408 6212 Passcode: 632795

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.

* * * *

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, FEBRUARY 17, 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

The Town Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation: o Asa Huber v. Town of Yucca Valley et al; case number CIVSB2530342 o Gonzalez v. Town of Yucca Valley, et al; case number CIVSB2433072

Report Out of Closed Session

Call to Order

Roll Call

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

Pledge of Allegiance

Invocation

Presentations, Introductions, Recognitions

1. Spirit of Yucca Valley Award- Marjorie Smith

Approval of Agenda

2. 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.

3. Approval of Minutes- December 2, 2025
4. Approval of Minutes- January 20, 2026
5. Approval of Minutes- February 3, 2026
6. Agreement for Environmental Consulting Services, EA 02-24, CUP 01-24: Tumbleweed Sanctuary, California Environmental Quality Act (CEQA) Review - E|P|D Solutions, Inc.

Recommendation:

That the Town Council approves the Professional Services Agreement with E|P|D Solutions, Inc., for preparation of the California Environmental Quality Act (CEQA) analysis and documentation for Environmental Assessment (EA) 02-24 and Conditional Use Permit (CUP) 01-24 Tumbleweed Sanctuary, with a maximum contract value of \$38,685, including the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), and authorizes the Mayor, Town Manager and Town Attorney to sign all documents necessary to implement the Agreement.

7. Professional Services Agreement Amendment #1 between the Town of Yucca Valley and Petra Resource Management, California Environmental Quality Act Review, Community Center Athletic Facility Master Plan

Recommendation:

That the Town Council approves amendment #1 to Professional Services Agreement between the Town of Yucca Valley and Petra Resources Management (S-Corporation) to increase the contract from \$31,500 to \$51,700, and authorize the Town Manager to execute the amended agreement #1 for Archaeological Monitoring Services for the Community Center Athletic Facility Master Plan, an agreement modification of \$31,500, to \$51,700.

8. Approval of the amended 2025/26 Authorized Position list, Salary Schedule and Job Description.

Recommendation:

That the Town Council adopt Resolution No. 26-XX authorizing positions for fiscal years 2025-26 and the approval of one revised job description.

9. CS Planned Programs Approval Spring/Summer 2026

Recommendation:

That the Town Council accept the recommendation of the Parks, Recreation and Cultural Commission and approve the Spring/Summer 2026 programs and events organized and conducted by the Community Services Department.

10. Budget Report for the Six Months Ending December 31, 2025

Recommendation:

It is recommended that Council:

- 1. Receive and file the Mid-Year Budget Report for FY2025-26**

2. Adopt Resolution No. 26-XX amending the FY2025-26 General Fund and Special Revenue Fund Budgets as identified in Exhibits A and B

11. AB1234 Reporting Requirements

Recommendation:

Receive and file the AB1234 Reporting Requirement Schedule for the month of January 2026.

12. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$289,795.91 dated January 02, 2026, \$300,686.47 dated January 16, 2026, and \$249,184.28 dated January 30, 2026.

Ratify the Warrant Registers totaling \$5,262,375.28 for the period January 1, 2026, to January 31, 2026.

Department Reports

13. YV ARC Quarterly Project Update

Recommendation:

That the Town Council receive and file the YV ARC quarterly project update.

14. Animal Care, Control and Committee Update

Recommendation:

That the Town Council receives and files the report and provide any direction, input, and guidance as desired.

15. Public Art - Town West Entrance Monument Signage

Recommendation:

That the Town Council:

1. Approval of the SR62/Camino Del Cielo (SW Corner) Trail location;
2. Direct staff to move the project into Phase II (engineering design, fabrication, and installation).

16. Ordinance to Amend Chapter 6.04 (Abatement of Public Nuisances) and Chapter 11.100 (Sidewalk Maintenance and Repairs) of the Town Municipal Code Regarding Removal of Weeds, Trash, Debris, and Obstructions from Public Sidewalks

Recommendation:

That the Town Council introduces the Ordinance, amending Chapter 6.04 (Abatement of Public Nuisances) and Chapter 11.100 (Sidewalk Maintenance and Repairs), of the Yucca Valley Municipal Code (YVMC) to update and expand enumerated public nuisance conditions affecting sidewalks, parkways, and the public right-of-way, and clarifying the definition of sidewalks.

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, March 3, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

Town of Yucca Valley
Town Council Meeting Minutes
December 2, 2025

Closed Session

1. The Town Council met 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 met in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matter of pending litigation:

- Asa Huber v. Town of Yucca Valley et al; case number CIVSB2530342

Report Out of Closed Session

Town Attorney Jex stated there was no reportable action resulting from the closed session discussion.

Call to Order

Roll Call

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

Absent:

Pledge of Allegiance

Led by Mayor Drozd

Council Reorganization

1. State of the Town 2025

Mayor Drozd presented the State of the Town 2025, highlighting the accomplishments of the year and a look ahead to future projects.

2. Selection of Mayor and Mayor Pro Tem for 2026

Town Clerk Copeland opened nominations for a council member to serve as Mayor 2026.

Mayor Drozd nominated Mayor Pro Tem Abel to serve as next year's mayor. Council Member Denison seconded.

Mayor Abel opened nominations for a council member to serve as Mayor Pro Tem 2026. Mayor Abel nominated Council Member Schooler to serve as the Town's Mayor

Pro Tem. Council Member Lombardo seconded.

Mayor Abel presented a plaque of recognition to outgoing Mayor Drozd, thanking him for his leadership this past year.

Mayor Abel called a 10-minute recess for refreshments and to reorganize the dais.

Recess for Refreshments

Presentations, Introductions, Recognitions

3. Joshua Tree National Park Update- Park Superintendent Jane Rodgers

Joshua Tree National Park Superintendent Jane Rodgers provided an update on park operations and a review of recent fire activity in October of this year, thanking first responders for their quick response. Rodgers also thanked Cindy Melland for her support allowing fire personnel to dip into the water ponds at Hawks Landing Golf Course for fire suppression.

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

Mayor Abel commented on the amazing suppression efforts with the air support. Abel requested information on the upcoming temporary closure of the west entrance for construction.

Council Member Lombardo asked about entrance changes being planned at the park.

Mayor Pro Tem Schooler inquired if the Golden Age Passes will be going digital, and asked about a renovation at Black Rock Canyon.

Council Member Denison complemented the first responders and Community Member Melland for their response to the fire.

Council Member Drozd thanked Rodgers for her work with the National Park and thanked Melland for the support.

4. San Bernardino County Fire Update- Assistant Chief William Villarino

Assistant Chief Villarino presented a Division 4 update including statistics and a status on the replacement facility for Station 41. The award of contract is anticipated for Spring 2026.

Mayor Abel opened public comments.

Susan Walls, Joshua Tree asked where the new Station 41 will be located.

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

Council Member Drozd thanked Villarino for the presentation.

Council Member Lombardo thanked Villarino for the replacement station update and inquired on the anticipated completion date.

Council Member Denison spoke of appreciation for the safety upgrades being planned for the new facility and inquired about staffing levels.

Approval of Agenda

5. Agenda Approval

Staff requested to consider Item number 18 prior to the public hearing, and to note as announcements that there will be no 2nd meeting in December.

Motion: Approve the meeting agenda as amended.

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

Mover: Council Member Rick Denison

Second: Council Member Jim Schooler

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

Consent Agenda

6. Minutes

Motion:

Approve the September 16, 2025 meeting minutes as presented.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

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

Motion:

- Waive 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 authorize the Town Manager or designee to execute a purchase agreement with Chavez-Jessup GMC of Indio, CA, for a new 2026 GMC Sierra 2500HD Crew Cab for the Parks Maintenance Division for an amount not to exceed \$66,097.17; and
- Declare the 2005 GMC Sierra Pickup (Vehicle #4) as surplus and approves the sale of the surplus vehicle by authorizing the Town Manager or designee to auction/sell the vehicle through a public bidding/auction; consignment process; or disposition through a dismantling service.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

8. AB1234 Reporting Requirements

Motion:

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

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

9. Ratification of Warrant Registers

Motion:

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

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

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

10. DIF Annual and Five Year Report

Motion:

Adopt Resolution No. 25-32 to review and file the fiscal year 2024-25 Development Impact Fee Report and Five-Year Report and make certain findings, as required by the California Government Code Section 66000 et seq.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

11. Budget Calendar

Motion:

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

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

Mover: Rick Denison

Second: Robert Lombardo

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

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

Motion:

Adopts Resolution 25-33, amending the FY2025-26 Special Revenue Capital Project Reserve Fund 800 to allocate \$200,000 for the total project budget as identified in Exhibit A.

- Award a Construction Contract in the amount not to exceed \$182,879.06 to Zoom Recreation, Inc. for purchasing and installing eight (8) Hanging Cantilever Shade Sails, CMAS #4-25-10-1006.
- Authorizes construction/installation, construction contingencies, and inspection costs in the total amount of \$200,000.00
- Authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend contingency funds, if necessary, for project completion.

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

Mover: Council Member Rick Denison

Seconded: Council Member Robert Lombardo
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

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

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

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Rick Denison
Seconded: Council Member Robert Lombardo
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

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

Motion:
Approve Amendment No. 1 to the professional service agreement with GeoCon West Inc., increasing the contract amount from \$397,440.00 to \$522,440.00 and authorize the Mayor, Town Manager, and Town Attorney to sign all necessary documents.

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Rick Denison
Seconded: Council Member Robert Lombardo
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

15. Town Council Meeting Calendar 2026

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

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Rick Denison
Seconded: Council Member Robert Lombardo
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

16. Certificate of Achievement for Excellence in Financial Reporting

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

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Rick Denison

Seconded: Council Member Robert Lombardo
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Public Hearings

17. Community Development Block Grant (CDBG) Prioritization Hearing

Finance Manager Gumbish explained San Bernardino County has requested additional time to review submitted projects. Gumbish asked to open the public hearing, receive any comments and continue the hearing until the January 20, 2026 meeting.

Mayor Abel opened the public hearing. No members of the public wished to speak.

Motion:

Continue the hearing to the Town Council meeting of Tuesday, January 20, 2026.

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Seconded: Council Member Schooler
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Department Reports

18. Annual Comprehensive Financial Report

Rogers, Anderson, Malody and Scott Partner, Scott Manno presented the Town's annual comprehensive financial report for fiscal year ended June 30, 2025. The responsibilities of the auditor, the audit process and clean audit results were explained.

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

Manno received positive comments from the Council Members for the service provided to the Town and reporting a clean audit. The Town's financial team also received kudos for the consistent attention to detail and top-notch financial services.

19. Town Council Public Agency Board / Committee Liaison Assignments

Town Clerk Copeland presented the staff report for the review of the Town Council's committee assignments.

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

No changes to the assignments were requested.

20. Year End Budget Report

Finance Manager Gumbish presented the fiscal year ended June 30, 2025 financial reports.

Town Manager Yakimow announced the Town of Yucca Valley was recently awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting for financial transparency. This is the 20th successive year the Town has received the award.

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

Mayor Abel expressed he is very happy to see the Town's financial stability with good reserves and a well-funded pension program.

Council Member Lombardo spoke favorably of the fiscal responsibility the Town keeps and continues to show a strong financial status.

Council Member Denison thanked Gumbish for the informative report and expressed the importance of supporting the employees in funding the pension reserves.

Mayor Abel inquired on future reserve allocations.

Mayor Pro Tem Schooler thanked the Town's management staff for the financial oversight.

Motion:

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

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

Mover: Council Member Rick Denison

Second: Council Member Jim Schooler

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

21. Yucca Valley Film Festival 2025 Event Recap

Recreation Supervisor Rardon introduced Yucca Valley Film Festival Director Matt Beurois to provide a recap of the recent Film Festival.

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

Director Beurois received kudos from the Town Council with expressions of a great visitor and tourism draw, effective in engaging locals to the cinema arts, and noted the increase of interest expanding over the years. The Council expressed it is very rewarding to see the enthusiasm of the filmmakers and the community.

Animal Shelter Committee Update

Mayor Pro Tem Schooler provided an update on the recent Animal Shelter Committee Meeting.

Public Comments

Mayor Abel opened public comments.

Cheryl Contopulous, Yucca Valley commented on the distribution of the "red listed" animals at the shelter.

James Porter, Yucca Valley spoke of the recent protest at the Yucca Valley Film Festival.

Janice Taitel, Yucca Valley commented on the creation of a petition and placed on [Change.org](https://www.change.org) urging the Town Council to implement inclusive invocations at public meetings. Taitel began reading the petition text.

Krista Wargo, Yucca Valley spoke of the invocation petition being circulated and continued to read the petition text.

Janna Peterson, Morongo Valley commented on a recent invocation and requested the invocations be inclusive.

Susan Walls, Joshua Tree inquired on where the animal shelter's euthanasia list is being posted and requested additional funding to support the local animals.

Linda Root, Yucca Valley spoke of concern about the operations at the animal shelter and of the invocation at a recent Town Council meeting.

Debra Savitt, Yucca Valley commented on religious discrimination.

Diana Persinger, Yucca Valley complemented the choice for shelter manager and would like to see additional spay and neuter clinics scheduled. Persinger spoke of concern about the seeming lack of web updates for the shelter animals.

Greg Gendron, Yucca Valley spoke of lack of transparency with the lack of web updates and animal announcements.

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

Staff Reports and Comments

Welcome to San Bernardino County Sheriff's Captain, Steve Scovel recently assigned to the Morongo Basin Station.

Community Services Manager Earnest announced the upcoming holiday events sponsored by the Town.

Public Works Director Qishta updated the Town Council of the progress of the YVARC project and the Senior Center renovations.

Mayor and Council Member Reports and Comments

Council Member Denison provided an update on recent representation with SBCTA and SCAG and reported on a recent attendance at an event hosted by Senator Ochoa Bogh and conversations regarding the Western Joshua Tree protections.

Council Member Lombardo announced an upcoming dance event being held at the Joshua Tree Retreat Center and wished everyone a wonderful holiday time. Lombardo thanked staff and the Council for financial prudence.

Council Member Drozd looks forward to seeing everyone at the holiday festivities.

Mayor Pro Tem Schooler reported on attending the Veterans' Tribute in 29 Palms and thanked outgoing Mayor Drozd for his leadership.

Mayor Abel announced the local scholarship recipient from Amy's Purpose. Announced the upcoming tree lighting at Founders Plaza. Thanked the non-profits for holding all the food drives for the holiday season.

Announcements

The Town Council meetings of December 16, 2025 and January 6, 2026 have been canceled. The next meeting will be on Tuesday, January 20, 2026 at 5:00 p.m. in the Yucca Valley Community Center Yucca Room.

With no further business, Mayor Abel adjourned the meeting at 8:01 p.m.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

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



To: Town Council

From:

Date: February 12, 2026

Meeting Date: February 17, 2026

Subject: Approval of Minutes- January 20, 2026

Recommendation:

Prior Review:

Discussion:

Alternatives

Fiscal Impact:

Attachments

1. Town Council Minutes (1)

Town of Yucca Valley
Town Council Meeting Minutes
January 20, 2026

Closed Session

1. The Town Council met 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 met 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

Mayor Abel reported closed session adjourned at 4:51 p.m. with no reportable action.

Call to Order

Roll Call

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

Absent:

Pledge of Allegiance

Led by Mayor Abel

Presentations, Introductions, Recognitions

1. Introduction: San Bernardino County Sheriff's Captain Steve Scovel

San Bernardino County Sheriff's Captain Steve Scovel introduced himself as the new captain assigned to the Morongo Basin Station.

2. Presentation: Southern California Edison Update- Government Affairs Manager Shane Massoud

Southern California Edison Governmental Affairs Shane Massoud updated the Town Council on current programs and service area updates and wildfire safety measures.

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

Mayor Drozd thanked Massoud for being available and providing the information.

Mayor Abel spoke favorably on the large number of improvement projects being

completed.

Approval of Agenda

3. Agenda Approval

Motion:

Approve the meeting agenda as prepared.

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

Mover: Council Member Rick Denison

Second: Council Member Jim Schooler

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

Consent Agenda

4. Rejection of Claim

Motion:

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

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

5. Rejection of Claim

Motion:

Reject 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.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

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

Motion:

Waive 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 authorize 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.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

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

Motion:

Approve and authorize the Town Manager to sign the Mural License and Installation and Maintenance Agreement – Wall Mural Permit (M) 02-25.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

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

Motion:

Approve and authorize the Town Manager to sign the Mural License and Installation and Maintenance Agreement- Wall Mural Permit (M) 03-25.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

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

Motion:

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

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

Mover: Council Member Robert Lombardo
Second: Council Member Rick Denison
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

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

Motion:

- 1- Adopt Resolution 26-01, amending the budget to allocate \$70,000.00 from CDBG Funding for the Town Project No.8061.
- 2- Approve 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- Approve Change Order #2 to the contract with Letner Roofing Co. install flashing at stucco, new ridget 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.

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Second: Council Member Rick Denison
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

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

Motion:

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

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Second: Council Member Rick Denison
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

12. AB1234 Reporting Requirements

Motion:

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

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Second: Council Member Rick Denison
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

13. AB1234 Reporting Requirements

Motion:

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

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

14. Ratification of Warrant Registers

Motion:

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.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

15. Ratification of Warrant Registers

Motion:

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.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

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

Public Hearings

16. Community Development Block Grant (CDBG) Prioritization Hearing

Finance Manager Gumbish presented the staff report for the CDBG prioritization hearing.

Mayor Abel opened public comment for the public hearing. With no members of the public wishing to speak, the public hearing was closed.

Motion:

1. Allocate the entire final Town's FY2026-27 CDBG allocation to the eligible Town Project Allocate the entire final Town's FY2026-27 CDBG allocation to eligible Town Project Brehm II Turf and Irrigation 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.

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

Mover: Mayor Pro Tem Jim Schooler

Second: Council Member Jeff Drozd

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

Department Reports

17. 2026 Yucca Valley Animal Shelter Microchip Program

Deputy Town Manager Stueckle presented the staff report, explaining the proposed the reduced cost on a microchip program for 2026.

Mayor Drozd opened public comments.

Cheryl Contopulous, Yucca Valley complemented shelter staff for their recent attention to a particular case relating to a missing dog and looks forward to the next Animal Shelter Committee Meeting.

Susan Herring, Pioneertown complemented shelter staff for their attention to a recent missing dog in the Essig Park area.

Mayor Pro Tem Schooler inquired on the schedule for the next spay and neuter event.

Council Member Denison spoke kindly of the proposed program assisting animal owners to stay connected to their pets.

Mayor Abel thanked the public comments for outreach suggestions and offered to support additional chip readers at Town office locations.

Motion:

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.

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Mayor Merl Abel
Seconders: Council Member Rick Denison
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

18. Town-wide Landscape Beautification Program

Public Works Director Qishta presented the staff report for the contract amendment #1 on the design contract with Hermann Design Group for the four beautification areas along Hwy 62.

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

Mayor Pro Tem Schooler inquired on landscape irrigation at the sites. Qishta explained water meters and irrigation lines will be installed.

Council Member Denison spoke of the drought-tolerant landscaping being planned.

Mayor Abel expressed he would like to see options to improve the landscape without the need for irrigation for cost savings.

Town Manager Yakimow explained staff will bring back options for Council's review.

Motion:

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, extending the Hermann Design Group on-call contract to December 2027 and authorize the Town Manager or designee to sign all related documents.

Result: Passed (Yes 5, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Seconders: Council Member Rick Denison
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

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

Presentation

Senior Planner Jerome presented an update on the Town's short-term vacation rental program. Jerome provided a demo of the online GIS map identifying the locations and contact information of the STVR properties in the Town of Yucca Valley.

Deputy Town Manager Stueckle provided additional insight on challenges staff experiences with the current STVR program and noted potential changes needed to provide additional structure for enforcement.

Finance Manager Gumbish provided financial information the STVR revenue generates.

Mayor Abel opened public comments.

Tim Humphreville, Yucca Valley commented on the number of STVRs in his neighborhood and impacts they are creating with traffic, noise and other issues.

Eric Menendez, Twentynine Palms commented on a community group located in Twentynine Palms for the STVR use in the community.

Council Member Lombardo requested to increase the tools for enforcement to support our local residents.

Council Member Drozd spoke favorably of having the GIS map online.

Mayor Pro Tem Schooler complemented the past reviews of the STVR ordinance and spoke of the challenges of the properties that have multiple investors operating the STVR property. Schooler suggested to have only one priority contact for property issues. If owners are not available or responsive, the Town should have enforcement ability. Limiting cars onsite might need to be lowered to assist with parking and traffic concerns. Schooler inquired on the administrative hearing process. Management companies should be held accountable to assist in reducing issues.

Mayor Abel commented in favor of fellow Council Member suggestions.

No Motion Made.

20. FY 2026-28 Draft Strategic Plan Review

Town Manager Yakimow presented the staff report for the draft 2026-28 strategic plan review and requested input and comments to prepare the final draft.

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

Council Member Lombardo would like to have trail enhancements completed at North Park for a better defined trail including benches. Lombardo inquired if an art district designation in Old Town would come under Old Town Specific Plan.

Council Member Drozd expressed he would like a dirt road maintenance plan discussed.

No Motion Made

Public Comments

Cheryl Contopulous, Yucca Valley commented on the recently cancelled Animal Shelter Committee Meeting and expressed additional chip scanners at Town facilities would be very nice. Contopulous commented on the apparently out of balance statistics on shelter animals and spoke favorably on some of the changes already happening.

Norman Shertzman, Yucca Valley spoke of the tumbleweeds in the neighborhood and the lack of clean up by a nearby property owner.

Eric Menendez, Twentynine Palms spoke of concern on the lack of available services for the local unhoused community.

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

Staff Reports and Comments

Town Manager Yakimow reported on a recent meeting with the Department of Fish and Wildlife and Senator Ochoa Bogh and announced support by Congressman Obernolte for a sidewalk project on Palm Ave.

Mayor and Council Member Reports and Comments

Mayor Abel commented on new businesses getting established in town and reported on the recent military award luncheon with the Armed Services YMCA.

Announcements

Mayor Abel closed the meeting at 6:36 p.m. in remembrance of Michale Ramos Jr. who recently passed by act of violence in our community.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

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



To: Town Council

From:

Date: February 12, 2026

Meeting Date: February 17, 2026

Subject: Approval of Minutes- February 3, 2026

Recommendation:

Approve the meeting minutes of Tuesday, February 3, 2026 as presented.

Prior Review:

Discussion:

Alternatives

Fiscal Impact:

Attachments

1. Town Council Minutes 2326

Town of Yucca Valley
Town Council Meeting Minutes
February 3, 2026

Call to Order

Roll Call

Present: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

Absent: Jim Schooler (Excused)

Pledge of Allegiance

Led by Mayor Abel

Invocation

Led by Mayor Abel

Presentations, Introductions, Recognitions

1. Morongo Basin Youth Soccer Association Update- President Clint Stoker

MBYSA President Clint Stoker presented an overview of the organization and reported on a recent locally hosted Tournament of Champions event including over 600 players and their families from around Southern California.

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

Mayor Abel thanked Stoker for the update and congratulated MBYSA for a successful event.

Council Member Denison completed the League for hosting a great event for the community.

Council Member Lombardo thanked Stoker for sharing his enthusiasm for supporting the local youth.

Council Member Drozd complemented Stoker and the other volunteers for bringing the successful event to the community.

2. Introduction of new Town employees

Public Works Director introduced Skilled Maintenance Worker Patrick Morning as the newest member of the Town's Public Works team.

Deputy Town Manager Stueckle introduced Animal Care and Control Manager Shianne May.

3. Yucca Valley Military Banner Program Presentation

Recreation Supervisor Rardon presented an update on the Town's Military Banner Program. Banners were recently installed on light poles around the Town Hall Complex and Brehm Park.

Town Manager Yakimow thanked former PRCC Commissioner Staehle for bringing this idea forward.

Mayor Abel complemented the staff for the installation of the banners and confirmed the annual cycle of application and installation process.

Council Member Denison spoke favorably about expanding the amount of banners currently on display and feels this is a great community feature.

Council Member Lombardo spoke favorably of the program for the community.

Council Member Drozd thanked former PRCC Commissioner Staehle for introducing the program.

Approval of Agenda

4. Agenda Approval

Motion:

Approve the meeting agenda as prepared.

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

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

Consent Agenda

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

Mover: Council Member Rick Denison

Second: Mayor Jeff Drozd

Ayes: None

5. Approval of Meeting Minutes for October 21, 2025

Motion:

Approve the Town Council meeting minutes of October 21, 2025 as presented.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Rick Denison
Second: Council Member Jeff Drozd
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

6. Approval of Meeting Minutes for November 4, 2025

Motion:
Approve the Town Council meeting minutes of November 4, 2025 as presented.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Rick Denison
Second: Council Member Jeff Drozd
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

7. 56370 Buena Vista Drive Property Demolition Project No. 8070 - Notice of Completion

Motion:
Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8070.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Rick Denison
Second: Council Member Jeff Drozd
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

8. Town Project No. 8340; Town-Wide Crack, Slurry, Cape Seal Project — Notice of Completion

Motion:
Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8340.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Rick Denison
Second: Council Member Jeff Drozd
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

Department Reports

9. Town of Yucca Valley 35th Anniversary Celebration

Deputy Town Clerk Dudra presented the staff report announcing the launch of the Town's year-long 35th Anniversary Celebration.

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

Council Member Denison complemented the proposed work plan to include the 35th anniversary focus this year.

Council Member Lombardo looks forward for the history sharing.

Council Member Drozd spoke of early years of the Town's incorporation. Thanked those who had the insight to start a city.

Mayor Abel spoke of the purpose of incorporating to retain local tax revenue to provide much needed services to Yucca Valley.

No Motion Made

10. Land Development Update

Senior Planner Jerome provided an update on local land development projects.

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

No motion made.

11. Update on Solid Waste & Recycling

Senior Management Analyst Rice presented an updated on the Town's solid waste and recycling program.

Town Manager Yakimow provided comments on implementation timing and efforts to comply with State legislation. Yakimow thanked the services Burrtec is providing to the community.

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

Council Member Denison thanked Rice for the update and spoke kindly of the bulky

item pick up program and reminded the public of the household hazardous waste collection services provided by the County. Denison inquired if there are any local food pantries participating in the recycling program.

Council Member Drozd thanked Rice for the information and explained that the trash trucks have multiple sections within the truck to separate the contents of the different colored bins.

Mayor Abel reminded the public to contact Burrtec if a trash bin needs to be replaced.

No Motion Made.

12. FY 2026-28 Final Draft Strategic Plan Review

Town Manager Yakimow presented the final 2026-28 Strategic Plan and Objectives. Yakimow explained the strategic plan will guide the upcoming 2026-28 budget cycle.

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

Council Member Drozd expressed he is glad to see dirt road maintenance on the report.

Motion:

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.

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

Mover: Council Member Drozd

Second: Council Member Lombardo

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Robert Lombardo

Public Comments

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

James Dean, Twentynine Palms announced the upcoming Flying Doctors event being held on March 7th and 8th at Yucca Valley High School.

Cheryl Contopulos, Yucca Valley complemented Animal Care and Control Manager May as being a pleasure to work with.

James Porter, Yucca Valley spoke of saving the animals on a recent euthanasia list and commented on the status of several unmet priorities.

Susan Walls, Joshua Tree spoke favorably of changes happening at the shelter and inquired on the scheduling of the next spay and neuter clinic. Walls stated the Town needs additional kennels and agreed with Mr. Porter on the status of unmet priorities.

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

Staff Reports and Comments

Captain Scovel updated the Town Council on public safety activity at the King of the Hammers event.

Deputy Town Manager Luckino provided a status update on the Yucca Valley Farmers' Market.

Human Resources and Risk Manager Breidenbach-Sterling provided an update on the recent Point in Time Count and thanked all the volunteers who assisted.

Community Services Manager Earnest provided an update on the Town's Youth Basketball Team and announced upcoming events and activities.

Mayor and Council Member Reports and Comments

Council Member Denison thanked Yakimow and Stueckle for representing the Town in Sacramento regarding the Western Joshua Tree regulations and other legislation. Denison announced his recent participation in SBCTA representing local transportation.

Council Member Drozd thanked James Dean for the information on the Flying Doctors event and announced the upcoming Miss Yucca Valley Pageant.

Council Member Lombardo complemented the Flying Doctors and providing much needed services. Lombardo announced the attendance at a recent League of California Cities Desert Mountain Division meeting.

Mayor Abel welcomed the new employees Morning and May to the Town team and reported on recent attendance a conference in Sacramento and his attendance at a recent MDQMD meeting, and the League of California Cities Desert Mountain Division meeting.

Announcements

Mayor Abel adjourned the meeting in memory of local resident Stacy Schooler at 6:39 p.m.

Respectfully Submitted,

Lesley Copeland, CMC
Town Clerk

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



To: Town Council

From: Jared Jerome, Associate Planner, Evan Willoughby, Assistant Planner

Date: February 3, 2026

Meeting Date: February 17, 2026

Subject: Agreement for Environmental Consulting Services, EA 02-24, CUP 01-24: Tumbleweed Sanctuary, California Environmental Quality Act (CEQA) Review - E|P|D Solutions, Inc.

Recommendation:

That the Town Council approves the Professional Services Agreement with E|P|D Solutions, Inc., for preparation of the California Environmental Quality Act (CEQA) analysis and documentation for Environmental Assessment (EA) 02-24 and Conditional Use Permit (CUP) 01-24 Tumbleweed Sanctuary, with a maximum contract value of \$38,685, including the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), and authorizes the Mayor, Town Manager and Town Attorney to sign all documents necessary to implement the Agreement.

Prior Review:

There has been no prior review of this matter.

Discussion:

On March 19, 2024, Tumbleweed Sanctuary applied for a Conditional Use Permit (CUP) for Class IV Special Events pursuant to Chapter 9.38 of the Town of Yucca Valley Development with incidental off-site improvements, located at APNs 0588-021-21; 0588-016-01; 0588-021-28; 0588-021-29. On November 6, 2025, the current re-submittal was received and on December 5, 2025, the application was deemed complete.

The Town requested proposals from the Town's pre-qualified list of California Environmental Quality Act (CEQA) consultants, with a due date of December 18, 2025. The Town received five (5) proposals to provide CEQA consulting services for the proposed project. The proposals were evaluated based on the following criteria:

Number Written Evaluation Criteria Weight:

1. Project Scope - 10
2. Cost Proposal - 10

- 3. Schedule of Work - 10
 - 4. Conflict of Interest Statement - Pass/Fail
- Subtotal: 30

The five (5) proposals had an average total score of 24.2 points. With an average total score of 29.5 points, E|P|D Solutions, Inc. was the highest scoring proposal. Staff then conferred with the proposed project applicant to select the preferred consultant, E|P|D Solutions, Inc. on January 16, 2026. E|P|D Solutions, Inc. provided an estimated cost of \$38,685, to prepare an Initial Study/Mitigated Negative Declaration (IS/MND).

Town staff is requesting that the Town Council authorizes the Town Manager to enter into the contract with E|P|D Solutions, Inc. to begin preparation of an IS/MND for CUP 01-24 and EA 02-24 Tumbleweed Sanctuary, upon receiving the required deposit from the project applicant.

Alternatives

None recommended.

Fiscal Impact:

None. Private development costs are reimbursed by the land developer.

Attachments

- 1. EPD_Proposal_Tumbleweed Sanctuary CEQA_Final-Revised
- 2. EPD Solutions, Inc. - Tumbleweed Sanctuary - Professional Services (Regular Prof Liability Insur) Agreement

E | P | D

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Due Diligence



Entitlements & Project Management



Environmental Planning



Development & Construction Management



Policy Planning



Technical Services

WHERE EXPERIENCE AND PASSION MEET

December 16, 2025

Revised January 21, 2026

Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
Contact: Lesley Copeland, Town Clerk
Email: lcopeland@yucca-valley.org
Phone: 760-369-6585, Ext 226

RE: Proposal to Provide Environmental Consulting Services Related to California Environmental Quality Act (CEQA) Documentation and Compliance for the Tumbleweed Sanctuary Project, Town of Yucca Valley, California

Dear Lesley,

Thank you for the opportunity to submit this proposal to provide CEQA documentation and compliance and technical study services to support the proposed Tumbleweed Sanctuary Project in the Town of Yucca Valley. As part of this proposed scope, EPD Solutions, Inc. (EPD) will prepare the necessary environmental studies required to complete the CEQA compliance process. Noteworthy considerations that set EPD's team apart from our competitors include:

- **Regional Expertise.** The EPD team has extensive experience preparing and peer reviewing CEQA documents for projects throughout San Bernardino and Riverside counties, including recent projects in Cathedral City, Hemet, San Jacinto, Moreno Valley, Rancho Cucamonga, Victorville, Twentynine Palms, and Redlands. Our team includes experts in the technical areas of most concern to desert residents and regulatory agencies.
- **Environmental Documentation Experience.** EPD's team has completed hundreds of CEQA compliance documents for projects that are similar in size and scope to the Tumbleweed Sanctuary Project. Our team is capable of preparing any type of CEQA document, including CEQA exemptions, addenda, mitigated negative declarations, and environmental impact reports (EIRs). Based on our experience we anticipate that the initial study will support the preparation of a mitigation negative declaration and that an EIR will not be necessary.
- **Senior CEQA Experts and Project Management Team.** EPD brings to Yucca Valley an experienced team skilled in expediting project deliveries and knowledgeable about CEQA standards and expectations. The project will be managed by EPD's principal-level staff and supported by EPD's in-house traffic engineer, noise specialist, and senior air quality and greenhouse gas emissions specialists.
- **Capacity and Responsiveness.** EPD takes communication seriously and will immediately assign a dedicated Project Manager and project coordinator to this task order to proactively ensure timely communication, coordination with agency staff, oversee deliverable quality and schedule adherence, and manage internal and subconsultant teams. Our project delivery teams emphasize early identification of environmental issues, risk mitigation, and legal defensibility, and we prioritize client-established delivery schedules to ensure we meet or exceed your schedule expectations.

Enclosed is our proposed scope of work, schedule, and cost proposal for the Tumbleweed Sanctuary Project. Should you have any questions, please do not hesitate to contact me at konnied@epdsolutions.com or (949) 794-1183.

Respectfully submitted,
EPD Solutions, Inc.



Konnie Dobрева, JD, Vice President of Environmental Planning

METHOD OF APPROACH

PROJECT OVERVIEW

The proposed project, known as Tumbleweed Sanctuary, involves the reuse of an existing church facility, construction of a new parking lot, and operation of the site as an event center focused primarily on weddings and similar private events. The project would adapt the existing on-site structures for event related uses and include associated outdoor garden areas to support event activities. No expansion of the existing primary building footprint is proposed.

The project site is located at 57889 Pueblo Trail within the Town of Yucca Valley and consists of Assessor Parcel Numbers (APNs) 0588-021-21, 0588-021-28, and 0588-021-29. The site is located on both sides of Pueblo Trail, west of Chula Vista Avenue. The proposed new parking lot would be constructed on the north side of Pueblo Trail, while the event facilities and associated garden areas would be located on the south side of Pueblo Trail. Off-site improvements would include roadway improvements along Pueblo Trail and Chula Vista Avenue, as illustrated on the project site plan, to support site access and circulation.

Implementation of the project would require discretionary approval from the Town of Yucca Valley, including approval of a Conditional Use Permit (CUP) to allow operation of the event center.

PROJECT APPROACH

EPD has reviewed the proposed project and, after evaluating it against applicable CEQA Guidelines and relevant case law, believes that preparation of an Initial Study (IS) with a Mitigated Negative Declaration (MND) represents the most appropriate and prudent CEQA pathway. While the project involves adaptive reuse of an existing facility with limited new construction, the scope of work includes site disturbance and operational changes that introduce the potential for environmental impacts requiring focused analysis rather than reliance on a CEQA exemption. Based on the anticipated scope of environmental review and agency coordination, EPD expects completion of the IS MND process to require no more than four months, and the proposed scope and fee reflect this anticipated schedule.

EPD will prepare an Initial Study that will evaluate potential impacts associated with construction and operation of the project, including traffic and vehicle miles traveled, noise, lighting, biological resources, and cultural resources. Of particular importance is the presence of Western Joshua Trees in the vicinity of proposed ground disturbing activities. Western Joshua Trees are currently a candidate species under the California Endangered Species Act and are afforded protections under the Western Joshua Tree Conservation Act. The potential for impacts to this sensitive biological resource necessitates preparation of an Initial Study and incorporation of mitigation measures and precludes reliance on a categorical exemption.

In addition, based on the nature of the proposed construction activities and operational characteristics of the project, EPD anticipates that Air Quality and Greenhouse Gas Emissions analyses may be required to support the CEQA document. These studies have not been included in the current proposal scope and budget. The need for Air Quality and GHG analyses, as well as the appropriate level of effort, will be discussed with the Town as part of Task 4.4 and addressed, if necessary, through a scope amendment. This approach allows for incorporation of targeted mitigation measures while maintaining a legally defensible and efficient environmental review process that is proportional to the project's potential impacts and consistent with CEQA practice and judicial precedent.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

EPD's CEQA project manager will coordinate closely with the project team and Town of Yucca Valley staff to ensure that the CEQA document and associated documents delivered to the Town of Yucca Valley are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with Town of Yucca Valley staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

The project manager will be the key contact for the project team and Town of Yucca Valley, and will be responsible for managing (1) CEQA document task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team and Town of Yucca Valley staff to ensure that their policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the CEQA document; and (4) ensuring that the environmental review process and the CEQA document satisfy the statutes and guidelines of CEQA and CEQA procedures.

This scope of work assumes ongoing project management at an estimated 1 hour/week for the Project Manager and 1.5 hours/month for the principal-in-charge for the duration of the schedule as estimated in this proposal, excluding public review periods.

TASK 2. DATA AND PEER REVIEW

EPD will conduct project familiarization and environmental due diligence to support preparation of the CEQA document. This task will include a site visit to the project site and surrounding area to observe existing environmental and land use conditions and to photo document relevant features that may inform the CEQA analysis.

EPD will review the proposed project description to confirm consistency across available materials and to ensure that the project assumptions used for CEQA accurately reflect the proposed action. EPD will also review the applicable regulatory setting to establish the environmental compliance framework and inform the scope and level of analysis required.

EPD will review existing technical studies and background materials identified under the Project Background section of the Town's RFP to determine their suitability for use in the CEQA document and to identify whether any additional studies or updates are required. As part of this task, EPD will conduct peer review of the technical reports, focusing on the adequacy of analysis and the soundness of conclusions. If revisions are needed, EPD will coordinate with the study authors to facilitate revisions and ensure consistency with CEQA requirements.

TASK 3. CEQA DOCUMENT PREPARATION

EPD will evaluate the proposed project to determine the appropriate level of CEQA review. Based on preliminary review of the project description, site conditions, regulatory setting, and available technical information, as stated above, EPD currently anticipates that preparation of a Mitigated Negative Declaration would be required and believes this represents the most prudent CEQA path for the project.

EPD will prepare a memorandum documenting this determination, including the basis for the anticipated CEQA document, and will confirm the final CEQA pathway in coordination with the Town as additional information becomes available.

TASK 4. INITIAL STUDY

Task 4.1. Native American Tribe Consultation

EPD will conduct a comprehensive review of all existing project documentation and information relevant to the project. This review will include an in-depth analysis of all relevant project information to gain a thorough understanding of the project's constraints, potential pitfalls, and opportunities. EPD will meticulously assess historical data, technical reports, and stakeholder communications to identify any underlying issues or recurring themes. By examining previous project phases and decisions, EPD will uncover lessons learned and best practices that can be applied moving forward. This comprehensive understanding will inform the preparation of a detailed and accurate project description, ensuring that all critical factors are considered and addressed.

If requested by the Town of Yucca Valley, EPD will assist with completion of the Native American consultation process. As the Lead Agency, the Town of Yucca Valley is responsible for initiating the Assembly Bill 52 (AB 52) consultation process. EPD's assistance may include coordinating with the Native American Heritage Commission and local tribes, requesting a Sacred Lands File search on behalf of the Town, and preparing draft AB 52 notification letters for Town review and approval. At the Town's request, EPD can distribute consultation mailings, attend consultation meetings, and prepare agreed-upon mitigation measures to reduce potential impacts to a less than significant level.

Task 4.2. Project Description

Prior to initiation of the environmental document, EPD will prepare a clear and comprehensive Project Description to serve as the foundation for the CEQA analysis. A well defined project description is critical to successful CEQA compliance, as it establishes the parameters for environmental review and informs all subsequent impact analyses.

The Project Description will be developed based on the proposed project information and applicable regulatory requirements and will describe the full scope of project improvements, required discretionary approvals, implementation schedule and phasing, infrastructure and utility requirements, construction methods, and any offsite improvements necessary for implementation and operation of the proposed project. Textual, tabular, and graphic materials, including maps depicting the project footprint, will be included as appropriate to facilitate a thorough understanding of the proposed project.

EPD will provide the draft Project Description in electronic format for review by Town staff and the applicant. Comments received will be addressed, and one round of revisions is assumed, resulting in a final Project Description that will be used as the basis for analysis in the Initial Study and any subsequent CEQA documents, as required.

The budget for this task assumes that Town staff will provide EPD with all necessary georeferenced and projected technical files, plans, and supporting project information required to prepare the Project Description.

Task 4.3. Administrative Draft Initial Study

EPD will prepare an Initial Study to evaluate the proposed project's compliance with CEQA. The Initial Study will utilize the Town of Yucca Valley's environmental checklist or, if unavailable, Appendix G of the

CEQA Guidelines, and will focus on those resource areas where impacts may occur or mitigation may be required. To streamline the document, EPD will rely on available technical studies and applicable plans, policies, and standard conditions of approval to address potential impacts where feasible.

The IS will address all CEQA resource topics, including aesthetics, agriculture and forestry resources, air quality, biological resources, cultural and tribal cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, utilities, and wildfire. The level of analysis for each topic will be commensurate with the project's potential impacts, with focused discussion provided for those resource areas that require mitigation to support adoption of a Mitigated Negative Declaration.

Task 4.4. CEQA Memorandum

Upon completion of the preceding tasks, EPD will prepare a concise memorandum summarizing the key findings of the environmental review conducted to date and providing recommendations regarding the appropriate CEQA documentation for the proposed project. The memorandum will address each environmental resource area and identify whether impacts can be avoided or mitigated, or whether additional analysis may be warranted.

EPD will meet with Town staff to review the memorandum and discuss options for the final CEQA document, including preparation of a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, as appropriate. As part of this task, EPD will also provide recommendations regarding the need for any additional technical studies and will coordinate with the Town to facilitate their preparation, if required.

Task 4.5. Air Quality and Greenhouse Gas Construction Modeling

EPD will utilize the California Emissions Estimator Model (CalEEMod) to calculate the construction emissions for the proposed project. The Project is located in the Mojave Desert Air Quality Management District (MDAQMD), so the model will utilize the appropriate jurisdiction threshold and rules for the analysis. Tables identifying the regional construction air quality criteria pollutants and regional construction greenhouse gas emissions will be prepared and utilized for the CEQA document, with the model outputs being provided as an appendix.

TASK 5. MITIGATED NEGATIVE DECLARATION

Task 5.1. Public Review Draft Final Initial Study/ Mitigated Negative Declaration

EPD will respond to Town of Yucca Valley comments on the Administrative Draft Initial Study and Negative Declaration or Mitigated Negative Declaration and will format the document as a Public Review Draft IS/MND for distribution during the required CEQA public review period. EPD will provide one electronic copy of the Public Review Draft IS/MND and up to five paper copies, as requested by the Town.

EPD will prepare a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration and will transmit the required forms and copies of the IS/MND to the State Clearinghouse, if applicable, and to the San Bernardino County Clerk. EPD will be responsible for mailing copies of the document and associated notices to responsible agencies in accordance with CEQA requirements.

The Town of Yucca Valley will remain responsible for its public noticing procedures, including site posting, noticing to neighboring or nearby property owners or residents, newspaper publication, and distribution

WHERE EXPERIENCE AND PASSION MEET

to interested parties. EPD will coordinate closely with the Town to support timely public release and compliance with applicable CEQA noticing requirements.

Task 5.2. Final Initial Study/ Mitigated Negative Declaration and Response to Comments

Upon receipt of public comments on the Public Review Draft Initial Study ND/MND, EPD will prepare draft responses to comments for review by the Town of Yucca Valley. Based on Town direction, EPD will either incorporate the responses into a Final IS/MND or prepare the Responses to Comments as a standalone document to accompany the Draft IS/MND.

If directed by the Town to prepare a Final IS/MND, EPD will incorporate Town comments on the draft responses and finalize the environmental document. As part of this task, EPD will also prepare a Mitigation Monitoring and Reporting Program, if required, in tabular format identifying all mitigation measures, required monitoring actions, responsible departments, and timing of monitoring.

Following Town screen check review, EPD will provide one electronic copy and up to ten bound paper copies of the Final IS/MND and associated Responses to Comments. If the project is approved, EPD will prepare and file a Notice of Determination with the San Bernardino County Clerk, and applicable County Clerk and California Department of Fish and Wildlife CEQA filing fees will be paid from project expenses.

SCHEDULE OF WORK

EPD understands that the Town would like to begin this project immediately upon award. The following schedule identifies the major phases of work associated with the proposed project and identifies the time for review and approval of each phase.

Deliverables	Timeline	Schedule
Project Kickoff Meeting	1 day	Week 1
Draft Project Description	1 week	Week 2
Native American Consultation	30 Days	Week 2-6
Review of Existing Technical Studies for CEQA adequacy	2 weeks	Week 1-2
Administrative Draft Initial Study (IS)	2 weeks	Week 3-4
Town Review	2 weeks	Week 5-6
CEQA Memorandum	1 week	Week 7
Public Draft IS	1 week	Week 7
City Review	2 weeks	Week 7-8
Public Draft Review Period	20 or 30 days	Week 9-13
Response to Comments	1 week	Week 14
City Review	2 weeks	Week 15-16
Final IS	1 week	Week 7
Total		Approx. 17 weeks

COST PROPOSAL

Proposed Scope of Work:

EPD Solutions will provide the professional consulting services for the base scope of work as described in this proposal.

Task #	Tasks	Fee Type	Fee
1.	Project Management	Not to Exceed	\$5,800
2.	Data and Peer Review	Fixed Fee	\$6,010
3.	CEQA Document Preparation	Fixed Fee	\$1,805
4.	Initial Study		
4.1	Native American Tribe Consultation	Fixed Fee	\$4,385
4.2	Project Description	Fixed Fee	\$4,185
4.3	Administrative Draft Initial Study	Fixed Fee	\$6,500
4.4	CEQA Memorandum	Fixed Fee	\$1,805
4.5	Air Quality and Greenhouse Gas Construction Modeling	Fixed Fee	\$1,900
5.	Mitigated Negative Declaration		
5.1	Public Review Draft Final Initial Study/ Mitigated Negative Declaration	Fixed Fee	\$3,650
5.2	Final Initial Study/ Mitigated Negative Declaration and Response to Comments	Fixed Fee	\$2,645
TOTAL			\$38,685

Assumptions

Our cost estimate is based on our scope of services and schedule, and the following assumptions:

- The proposal and cost estimate shall remain in effect for up to 90 days from the date that proposal submittals are due, after which they may be subject to revision.
- EPD does not have any issues with and will not require changes to the Town’s proposed Professional Services Agreement included as Attachment 2 of the RFP.
- Costs have been allocated to tasks to determine the total budget. A “Not to Exceed” dollar amount for each of the tasks is provided except where indicated as a “Fixed Fee.”
- If additional meetings or site visits are requested or additional work beyond the allowances described herein are required, such meetings and work would require an amendment of the budget.
- An estimated expense budget is included that is intended to cover direct expenses such as mileage, reprographics and deliveries to the agency. Agency fees are not included in the budget.
- Additional review cycles or additional versions of administrative drafts of any documents beyond the assumptions contained within the scope of work will constitute additional work.
- With EPD’s sole discretion, we reserve the right to reallocate costs among tasks, as needed, as long as the total budget is not exceeded. Tasks with unexpended budget will be invoiced in the final invoice.
- Subconsultants may be substituted at EPD’s sole discretion.

WHERE EXPERIENCE AND PASSION MEET

- Once the project has been initiated, if a delay of 90 days or more occurs due to circumstances beyond our control, we reserve the right to adjust our budget to account for additional project management requirements, increased labor rates, and other costs.
- Required Conflict of Interest Statement: EPD makes all efforts to eliminate or avoid actual or perceived conflicts of interest that may exist or arise during the course of conducting business. EPD has no financial, business, or other relationship with the Town of Yucca Valley that would have an impact upon the outcome of the contract or the construction of the proposed project. None of EPD’s current clients have a financial interest in the outcome of this contract or the construction project that will follow. EPD does not have any financial interest or relationship with any construction company that might submit a bid on the construction project.

Thank you again for your consideration and interest in EPD Solutions, Inc. Should you have any questions, please do not hesitate to contact Terrance Smalls at tsmalls@epdsolutions.com, or the EPD Contracts Team at Contracts@epdsolutions.com or (949) 794-1180.

Sincerely,

EPD Solutions, Inc.

Client:

Town of Yucca Valley

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

E|P|D SOLUTIONS, INC.

PROJECT

TUMBLEWEED SANCTUARY CEQA PROJECT

**TOWN PROJECT No.: CONDITIONAL USE PERMIT (CUP) 01-24; & ENVIRONMENTAL
ASSESSMENT (EA) 02-24**

**AGREEMENT FOR SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
E|P|D Solutions Inc.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2026, by and between the Town of Yucca Valley, a general law city (“Town”) and E|P|D Solutions, Inc. (“Consultant”). Town and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

- A. Town has sought, by request for proposals, 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 therefore. 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.

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

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 Thirty Eight Thousand Six Hundred Eight Five Dollars (\$38,685.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and

payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

<u>Konnie Dobreva</u> (Name)	<u>Vice President of Environmental Planning</u> (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.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. 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.

5.2 General Insurance Requirements.

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

For any 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.

5.3 Indemnification.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, 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.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default.

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

7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees.

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

8.2 Conflict of Interest.

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

the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Authority to Execute.

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF YUCCA VALLEY:

Curtis Yakimow, Town Manager

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:
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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
<input type="checkbox"/>	LIMITED	NUMBER OF PAGES
<input type="checkbox"/>	GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. Task 1. Project Management**
 - B. Task 2. Data and Peer Review**
 - C. Task 3. CEQA Document Preparation**
 - D. Task 4. Initial Study**
 - i. Task 4.1. Native American Tribe Consultation**
 - ii. Task 4.2. Project Description**
 - iii. Task 4.3. Administrative Draft Initial Study**
 - iv. Task 4.4. CEQA Memorandum**
 - E. Task 5. Mitigated Negative Declaration**
 - i. Task 5.2. Public Review Draft Final Initial Study/Mitigated Negative Declaration**
 - ii. Task 5.2. Final Initial Study/Mitigated Negative Declaration**

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
 - A. Task 1. Project Management**
 - B. Task 2. Data and Peer Review**
 - C. Task 3. CEQA Document Preparation**
 - D. Task 4. Initial Study**
 - i. Task 4.1. Native American Tribe Consultation**
 - ii. Task 4.2. Project Description**
 - iii. Task 4.3. Administrative Draft Initial Study**
 - iv. Task 4.4. CEQA Memorandum**
 - E. Task 5. Mitigated Negative Declaration**
 - i. Task 5.2. Public Review Draft Final Initial Study/Mitigated Negative Declaration**
 - ii. Task 5.2. Final Initial Study/Mitigated Negative Declaration**

EXHIBIT "A"

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:
 - A. Complete the listed Scope of Work in accordance with all project schedules. Schedule may fluctuate depending on turnaround time of the information centers, response from Tribal Consultation, Town review times, public and/or agency comments, and receipt of project information.
 - B.
 - C.
 - D.
- IV. All work product is subject to review and acceptance by the Town and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.
- V. Consultant will utilize the following personnel to accomplish the Services:
 - A.
 - B.
 - C.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
Task 1: Project Management	\$5,800.00		
Task 2: Data and Peer Review	\$6,010.00		
Task 3: CEQA Document Preparation	\$1,805.00		-
Task 4: Initial Study	\$0.00		
Task 4.1: Native American Tribe Consultation	\$4,385.00		
Task 4.2: Project Description	\$4,185.00		
Task 4.3: Administrative Draft Initial Study	\$6,500.00		
Task 4.4: CEQA Memorandum	\$1,805.00		
Task 4.5: Air Quality and Greenhouse Gas Construction Modeling	\$1,900.00		
Task 5: Mitigated Negative Declaration	\$0.00		
Task 5.1: Public Review Draft Final Initial Study/Mitigated Negative Declaration	\$3,650.00		
Task 5.2: Final Initial Study/Mitigated Negative Declaration and Response to Comments	\$2,645.00		

EXHIBIT "C"

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed \$38,685.00 as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "E"

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. 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.**

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

- IV. The total compensation for the Services shall not exceed \$38,685.00 as provided in Section 2.1 of this Agreement.**

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

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



To: Town Council

From: Shane Stueckle, Deputy Town Manager

Date: February 4, 2026

Meeting Date: February 17, 2026

Subject: Professional Services Agreement Amendment #1 between the Town of Yucca Valley and Petra Resource Management, California Environmental Quality Act Review, Community Center Athletic Facility Master Plan

Recommendation:

That the Town Council approves amendment #1 to Professional Services Agreement between the Town of Yucca Valley and Petra Resources Management (S-Corporation) to increase the contract from \$31,500 to \$51,700, and authorize the Town Manager to execute the amended agreement #1 for Archaeological Monitoring Services for the Community Center Athletic Facility Master Plan, an agreement modification of \$31,500, to \$51,700.

Prior Review:

At their meeting of January 21, 2025, the Town Council reviewed and approved the agreement to the subject contract for Archaeological Monitoring Services.

Discussion:

As the Council is aware, the Town must complete the California Environmental Quality Act (CEQA) review for all projects prior to making a commitment to a project. That requirement also applies to the Town's Community Center Athletic Facility Project.

The adopted CEQA document includes required mitigation measures to address potential archaeological impacts. The following tasks are required to address those mitigation measures:

1. Storm water, electrical, and landscape trenching, accrued as of January 13, 2026 (\$17,250.00)*
2. Storm water, electrical, and landscape trenching, additional estimate (\$3,450.00)

*Please note: Petra has continued monitoring beyond the original 21 days as ground disturbance has continued; this augment request includes days that Petra has already completed in good faith.

In order to assist the Town with the consultation, the Town’s CEQA consultant, Petra, has requested a contract amendment in the amount of \$20,650, which would increase the total contract amount from \$31,050 to \$51,700.

The initial contract schedule was for 21 days of work with the contract amount not to exceed \$31,050. The amendment #1 contract schedule is for an additional 18 days of work with the contract amount not to exceed an additional \$20,650, for a total of \$51,700.

Attached is a copy of the proposal provided by Petra.

Alternatives

None recommended.

Fiscal Impact:

The total contract amount for environmental services under the California Environmental Quality Act (CEQA) for the Community Center Athletic Facility Master Plan will be \$145,290. A total of \$120,000 is budgeted in the Amended FY24-25 Capital Project Reserve Fund 800 Budget for the environment services and the additional service fees can be accommodated by the Capital Project Reserve Fund 800 contingency reserves.

Attachments

- 1. Athletic Facility - Petra's Proposal - Contract Amendment #1
- 2. Petra Resource Management Professional Services (Regular Prof Liability Insur) Amendment #1 Agreement
- 3. TC Minutes 1 21 2025 - Petra Contract
- 4. TC Staff Report 1 21 2025 - Petra Contract
- 5. Petra Contract- CC Atheletic Fac MP 2025 Fully Executed Contract



PETRA

Resource Management

Archaeological and Historical Compliance

Augment Request for Archaeological Monitoring Services

Town Project No.: 4100 Yucca Valley Community Center Athletic Facility
Master Plan Project, Town of Yucca Valley
San Bernardino County, California

February 11, 2026

Prepared by:

Petra Resource Management
20 N. Raymond Ave., Suite 230
Pasadena, California 91103

Prepared for:

Curtis Yakimov, Town Manager
Town of Yucca Valley
Community Development Department
58928 Business Center Drive
Yucca Valley, California 92284

A handwritten signature in black ink that reads "Sherri Andrews". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sherri Andrews, M.A., RPA
sandrews@petra-rm.com

Purpose of Augment

This augment request modifies the original *Proposal to Provide Archaeological Monitoring Services* (December 11, 2024) for the Yucca Valley Community Center Athletic Facility Project. The purpose of this augment is to account for:

- Completion and invoicing of ***Task A – Archaeological Treatment and Monitoring Plan***
- Reallocation of funds from ***Task B – Pre-grading Meeting*** to ***Task C – Archaeological Monitoring***, as there was not a stand-alone pre-grading meeting as per Petra’s original assumption
- The need for additional archaeological monitoring days under ***Task C – Archaeological Monitoring***, due to unforeseen construction schedule overruns and delays exceeding the time estimated by both Petra’s original assumptions and the Construction Schedule provided in October 2025
- Completion of ***Task D – Monitoring Summary Report***, which remains outstanding

Background and Reallocation Summary

Under the original proposal:

- Task B (Pre-grading Meeting) was budgeted at \$1,200.
- The pre-grading meeting did not occur as a separate meeting; instead, it occurred during the first regular monitoring day.
- Accordingly, \$1,150 from Task B has been reallocated to fund one additional monitoring day at the standard daily rate of \$1,150/day.
- \$50 remains unspent from Task B.

This reallocation increases the total number of monitoring days available from 20 to 21 days under the original budget.

Requested Augment

Due to construction delays and extended duration ground-disturbing activities exceeding the time allocated in the Construction Schedule provided in October 2025, Petra requests authorization for 18 additional monitoring days completed beyond the 21 days already funded.

This request covers the additional monitoring days provided between December 17, 2025, and January 23, 2026, that were due to construction delays exceeding the task durations provided in the original construction schedule dated October 1, 2025, and assumes no additional monitoring will be required as per instructions from the Town of Yucca Valley communicated to Petra on February 11, 2026.

All additional monitoring days are billed at the original approved rate of \$1,150.00 per day.

Augment Cost Summary

Task	Rate	Unit	Estimated Cost
B) Remaining unspent Task B funds	-	-	(\$ 50.00) Credit
D) Qualified Archaeologist Monitor, daily rate	\$ 1,150.00	18 days	\$ 20,700.00
Total Augment Request			\$ 20,650.00
Original Contract Budget			\$ 31,050.00
Total Updated Estimate			\$ 51,700.00

Justification

The requested augment represents a revision of Petra’s earlier request, dated January 13, 2026.

The current augment request covers the 18 monitoring days already provided between December 17, 2025, and January 23, 2026, in support of compliance with MMR CUL-1 and TCR-1 of the Project MMRP. Construction activities exceeded the originally anticipated duration as stipulated in the October 2025 construction schedule due to unforeseen delays and schedule overruns outside of Petra’s control. Petra ceased monitoring activities after January 23, 2026, after oral confirmation in the field from the general contractor and relevant sub-contractors that ground-disturbing work for the following week would only affect previously disturbed deposits. The Town indicated to Petra via email on January 26, 2026, that future ground-disturbing activities may no longer affect previously undisturbed deposits, and this revised proposal was prepared following confirmation of this fact, received by email on February 11, 2026.

Below is a revised version of the breakdown provided in the January 13, 2026, augment proposal, excluding outstanding construction activities confirmed by the Town of Yucca Valley to not involve additional earthwork affecting previously undisturbed areas:

Construction Activity Requiring Monitoring	Rate	Monitoring days	Cost
Storm water, Electrical and Landscape trenching, provided between 12/17/2025-1/13/2026	\$ 1,150.00	15	\$ 17,250.00
Storm water, Electrical and Landscape trenching, provided between 1/15-1/23/2026	\$ 1,150.00	3	\$ 3,450.00
Fine grading, pickleball courts	\$ 1,150.00	2	\$ 2,300.00
Parking lot grading	\$ 1,150.00	5	\$ 5,750.00
Shade structure	\$ 1,150.00	2	\$ 2,300.00
Fencing	\$ 1,150.00	3	\$ 3,450.00
Task B credit	-	-	(\$ 50.00) Credit
Total Augment Request			\$ 20,650.00

Summary of Invoices/Expenditures

Invoice Date	Invoice Number	Cost
10/13/2025	PRM-917	\$ 9,500.00
11/6/2025	PRM-922	\$ 3,450.00
12/16/2025	PRM-928	\$ 5,750.00
1/13/2026	PRM-933	\$ 9,200.00
1/27/2026	PRM-934	\$20,700.00
TBD after submittal of report	TBD	\$3,100.00
Total Invoicing at Project Completion		\$ 51,700.00

Summary

In summary, this augment is requested to cover the additional 18 monitoring days already provided by Petra in December 2025 and January 2026 as reflected in our invoice PRM-934. The amount that we are requesting to cover this completed work is \$20,650.00, reflecting 18 days at \$1,150 per day, less the \$50 credit unused from Task B, as described above.

We assume that no additional monitoring support will be needed for this project. As such, we will prepare and submit the Monitoring Summary Report by March 31, 2026. Our final invoice for that task in the amount of \$3,100.00 (remaining from the original budget) will be submitted simultaneously with the report.

Proposal Acceptance

Title: Augment Proposal for Archaeological Monitoring Services – Yucca Valley Community Center Athletic Facility Project

Amendment Amount Requested: \$ 20,650.00

Updated NTE Cost: \$ 51,700.00

Accepted by:

Signature

Print Name

Title

Date

Company Name

Billing Address

Email Address

Phone

General Terms

1. Billing invoices will be prepared **Monthly** and will contain charges of the previously ended month and prior for work in progress unless otherwise agreed. Client agrees to pay Petra within 90 days after the invoice date. Any invoices not paid in 90 days are subject to a service charge of 1.5% **per month** on the unpaid balance (*including any previous interest*). An early payment discount of 1% will be applied if Petra receives payment within 30 days of the invoice date.
2. CLIENT must accept or reject the invoice within 10 days of receipt and communicate such rejection to Sherri Andrews (sandrews@petra-rm.com).
3. CLIENT will issue payment(s) to Petra for accepted invoices (*not rejected within ten days per item #4*) within ten days of receipt of payment from the PRIMARY CLIENT or within 90 days from the date of the accepted invoice, whichever is sooner.
4. Payment of Petra's invoices for services performed will not be contingent upon the client's receipt of payment from other parties. Client agrees to pay legal costs, including Attorney's fees, incurred by Petra in collecting any amounts past due.



AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

PETRA RESOURCE MANAGEMENT

AMENDMENT #1

PROJECT

COMMUNITY CENTER ATHLETIC FACILITY MASTER PLAN PROJECT

TOWN PROJECT No.: 4100

**AGREEMENT FOR SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
PETRA RESOURCE MANAGEMENT**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 21st day of January, 2025, by and between the Town of Yucca Valley, a general law city (“Town”) and Petra Resource Management (“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 direct solicitation 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.

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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

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

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 Twenty Thousand Six Hundred Fifty Dollars (\$20,650.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and

payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. 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.

5.2 General Insurance Requirements.

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

For any 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.

5.3 Indemnification.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, 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.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default.

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

7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees.

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

8.2 Conflict of Interest.

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

the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Authority to Execute.

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

[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF YUCCA VALLEY:

Curtis Yakimow, Town Manager

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:
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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

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

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Consultant will perform the following Services:**
 - A. **Archaeological Monitoring for Storm water, Electrical and Landscape trenching.**
 - B. **Archaeological Monitoring for Storm water, Electrical and Landscape trenching.**

- II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
 - A. **Archaeological Monitoring for Storm water, Electrical and Landscape trenching.**
 - B. **Archaeological Monitoring for Storm water, Electrical and Landscape trenching.**

- III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:**
 - A. **Complete the listed Scope of Work in accordance with all project construction schedule**
 - B.
 - C.

- IV. **All work product is subject to review and acceptance by the Town and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.**

- V. **Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A. Archaeological Monitoring	20,650.00		
B.			
C.			-
D.			

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$31,050.00 as provided in Section 2.1 of this Agreement.

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. **Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.**

- II. **Consultant shall deliver the following tangible work products to the Town by the following dates.**
 - A.

 - B.

 - C.

- III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
JANUARY 21, 2025**

OPENING CEREMONIES

CALL TO ORDER

Mayor Jeff Drozd called the meeting to order at 6:00 PM.

ROLL CALL

PRESENT: Drozd, Abel, Denison, Lombardo, Schooler

ABSENT:

PLEDGE OF ALLEGIANCE

Led by Mayor Drozd

INVOCATION

Led by Pastor Robert Valenzuela, Yucca Valley Church of the Nazarene

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. Marine Corp Air Ground Combat Center State of the Base- Brigadier General Mark H. Clingan

Brigadier General Mark H. Clingan presented the State of the Base for the Marine Corp Air Ground Combat Center, Twentynine Palms.

Council Member Denison thanked General Clingan for the presentation and introducing collaboration ideas for future discussion.

Mayor Pro Tem Abel thanked General Clingan for the information on the importance of the local base for worldwide training.

Council Member Lombardo inquired on typical personnel work schedules.

Mayor Drozd thanked General Clingan for taking the time to attend the meeting and presenting the State of the Base report.

2. Spirit of Yucca Valley Award

Mayor Pro Tem Abel presented the Spirit of Yucca Valley Award to Dan and Nicole Letourneau for their community volunteer work.

APPROVAL OF AGENDA

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

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Merl Abel, Mayor Pro Tem
AYES: Drozd, Abel, Denison, Lombardo, Schooler

3. Town Council - Regular Meeting - Dec 17, 2024 6:00 PM

MOTION:
 Approve the meeting minutes of December 17, 2024 as presented.

4. Approve the Amendment #2 to Professional Services Agreement between the Town of Yucca Valley and PlaceWorks, California Environmental Quality Act Review, Community Center Athletic Facility Master Plan

MOTION:
 Approve amendment #2 to Professional Services Agreement between the Town of Yucca Valley and Placeworks and authorize the Town Manager to execute the amended agreement between the Town of Yucca Valley and Placeworks, for environmental services under the California Environmental Quality Act (CEQA) for the Community Center Athletic Facility Master Plan, in the amount not to exceed \$145,290.

5. Approve the Professional Services Agreement between the Town of Yucca Valley and Petra Resource Management, California Environmental Quality Act Review, Community Center Athletic Facility Master Plan

MOTION:
 Approve the professional services contract and authorize the Town Manager to execute the agreement between the Town of Yucca Valley and Petra Resource Management, for Archaeological Monitoring Services for the Community Center Athletic Facility Master Plan, in the amount not to exceed \$31,050.

6. Approve the As Needed On-Call Public Works Inspection Services, Award of Professional Services Agreements

MOTION:
 Approve a professional services agreement for As Needed On-call Public Works Inspection Services to Albert A. Webb and Associates, TKE Engineering, and ERCS in the amount not to exceed \$100,000.00 each, and authorize the Town Manager, Town

Attorney and Mayor to sign all necessary documents to implement the agreements.

- 7. **Approve the Summary of the Governor's Preliminary FY 2025-26 State Budget Proposal**

MOTION:

Receive and file the brief of the Governor's FY 2025-26 preliminary budget.

- 8. **Approve the Yucca Valley Aquatic and Recreation Center Project – Town Project No. 6009, approving Audio and Video technology for the Project through AVI**

MOTION:

Approve the proposal submitted by AVI for providing audio and video technology for the project in the amount of \$599,958.35.

- 9. **Approve the Town Project No. 5009; California Welcome Center Roof Replacement Project; Notice of Completion, Final Project Report**

MOTION:

Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months for Project No. 5009.

- 10. **Approve the Facility Policy Update**

MOTION:

Review and approve the modifications to the existing Town of Yucca Valley Facility Policy as recommended by the Parks, Recreation & Cultural Commission.

- 11. **Adopt the Amendment of the Authorized Position List and Salary Schedule**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING POSITIONS AND SALARY SCHEDULES FOR FISCAL YEAR 2023-2024, FISCAL YEAR 2024-2025 AND FISCAL YEAR 2025-2026

MOTION:

Adopt Resolution No. 25-01 authorizing positions and pay ranges for such positions as identified in Exhibit A and Exhibit B.

- 12. **Approve the Treasurer's Report for the Quarter Ending December 31, 2024**

MOTION:

Receive and file the Treasurer’s Report for the second quarter of FY2024-25.

- 13. **Approve the AB1234 Reporting Requirements**

MOTION:

Receive and file the AB1234 Reporting Requirement Schedule for the month of December 2024.

- 14. **Approve the Ratification of Warrant Registers**

MOTION:

Ratify the Payroll Registers totaling \$247,373.93 dated December 06, 2024, and

\$266,053.95 (with correction) dated December 20, 2024.

Ratify the Warrant Registers totaling \$183,243.41 dated December 06, 2024, and \$2,655,298.51 dated December 20, 2024.

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

PUBLIC HEARINGS

15. **Environmental Assessment, EA 20-24, Development Code Amendment, DCA 08-24, Commercial Special Events, Ordinance No. 326, An Ordinance of the Town Council of the Town of Yucca Valley, California, amending Title 9, Yucca Valley Development Code, Chapter 9.14 Standards and Regulations for Specific Uses in Nonresidential Districts, Chapter 9.38 Temporary Special Events, and Chapter 9.99 Development Code Definitions**

Associate Planner Jerome presented the staff report and read the title of the ordinance into the record. Jerome explained the proposed changes to the Town's Development Code relating to Commercial Special Events, Swap Meets, and Parking Lot Sales.

Mayor Drozd opened the public hearing.

Roger Thomas, Twentynine Palms spoke on the 75% limit of business activity consisting of fresh produce and handcrafted foodstuffs. Thomas referenced online comments on social media requesting additional activities such as a farmers' market and spoke of the many agricultural regulations.

Sandy Smith, Twentynine Palms spoke of concern on how the 75% limit of foodstuffs are configured and questioned is the limit based on space or sales. Smith commented on the number of regulations for certified farmers' markets.

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

Council Member Schooler asked for clarification on the proposed limits of events per day and inquired about criteria that would help to keep farmer's markets from looking like a swap meet. Schooler also asked how guidelines differentiate between a street fair and a farmers' market and clarification on holding two parking lot events per location per year.

Council Member Denison inquired about how the 75% / 25% limits would be calculated.

Associate Planner Jerome explained the vendor limits would be based on space.

Council Member Lombardo offered the intent is to control appearance, so the percentages should be based on space.

Deputy Town Manager Stueckle explained the intent as written by the Planning Commission is to base the vendor limits by space.

Mayor Pro Tem Abel agrees with fellow Council Member comments and agree that the visual appearance should be controlled and wants to make sure that the intent is understood as 75% of space not 75% of the vendors. Abel also said the limit of two parking lot events per year is a good place to start.

Mayor Drozd agrees with configuring the vendor limits by space.

MOTION:

Find that the Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines under Section 15061(b) (3) since there is no possibility of a significant impact on the environment caused by this amendment;

Introduce Ordinance 326, amending Chapters 9.14, 9.38, and 9.99, of Title 9, Development Code, of the Yucca Valley Municipal Code.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, CHAPTER 9.14 STANDARDS AND REGULATIONS FOR SPECIFIC USES IN NONRESIDENTIAL DISTRICTS, CHAPTER 9.38 TEMPORARY SPECIAL EVENTS, AND CHAPTER 9.99 DEVELOPMENT CODE, AMENDING EXISTING REGULATIONS THAT DEFINE AND GOVERN THE TYPE, LOCATION, AND DURATION OF COMMERCIAL SPECIAL EVENTS.

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

- 16. **Environmental Assessment, EA 14-24, Development Code Amendment, DCA 07-24, Commercial Sidewalk Displays, Ordinance No. 327, An Ordinance of the Town Council of the Town of Yucca Valley, California, Amending Title 9, Yucca Valley Development Code, Chapter 9.14, adding Section 9.14.090 Commercial Sidewalk Displays.**

Associate Planner Jerome presented the staff report and read the title of the ordinance into the record. Jerome explained the proposed changes to the Town's Development Code relating to commercial sidewalk displays.

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

Council Member Schooler inquired if the 25% display limit is based on frontage only and expressed it is important to get control of some of the current displays along the highway.

Council Member Denison agrees with the presented exemptions and the 25% display limit.

Council Member Lombardo noted it’s in the Town's interest to address sidewalk displays as part of community beautification. Also, keeping ADA access areas clear is very important. Lombardo inquired if the regulations are clear, objective and enforceable.

Mayor Pro Tem Abel understands the need for balance between limiting sidewalk displays while supporting small businesses. Abel asked if Tractor Supply or Home Depot are limited on outdoor display and inquired on code compliance activity at some of these noted locations.

Mayor Drozd thanked the Planning Commissioners for their work on the item.

Deputy Town Manager Stueckle explained Home Depot and Tractor Supply are regulated through their specific plan and conditional use permits.

MOTION:

Find that the Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines under Section 15061(b) (3) since there is no possibility of a significant impact on the environment caused by this amendment;

Introduce Ordinance 327, amending Chapters 9.14, of Title 9, Development Code, of the Yucca Valley Municipal Code.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, CHAPTER 9.14, ADDING SECTION 9.14.090 COMMERCIAL SIDEWALK DISPLAYS.

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

DEPARTMENT REPORTS

17. Yucca Valley Aquatic Recreation Center Quarterly Project Update

Public Works Director Qishta and Dahlin’s Jen Manckia-Wagner presented the December 2024 Quarterly Update (Report #2) for the Yucca Valley Aquatics and Recreation Project.

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

Council Member Schooler inquired on the status of the Western Joshua Tree relocation application.

Council Member Lombardo noted it is nice to hear progress is being made.

RESULT: NO MOTION MADE

18. Planning Commission Appointments

Town Clerk Copeland presented the staff report for the reappointment of Planning Commissioner Stoker and Planning Commissioner Vasconcelos for another four-year term.

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

MOTION:

- Re-affirm Mayor Drozd's appointment of J Clint Stoker for another term as a Planning Commissioner, expiring January 31, 2029
- Re-affirm Council Member Lombardo's appointment of Alejandro Vasconcelos for another term as a Planning Commissioner, expiring January 31, 2029

RESULT: APPROVED [UNANIMOUS]
MOVER: Jeff Drozd, Mayor
SECONDER: Robert Lombardo, Council Member
AYES: Drozd, Abel, Denison, Lombardo, Schooler

19. Parks, Recreation and Cultural Commission Appointment

Town Clerk Copeland presented the staff report for the reappointment of Parks, Recreation, and Cultural Commissioner Keesling for another four-year term.

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

MOTION:

Re-affirm Council Member Lombardo's appointment of Ed Keesling for another term as a Parks, Recreation and Cultural Commissioner, expiring January 31, 2029.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Lombardo, Council Member

SECONDER: Jim Schooler, Council Member
AYES: Drozd, Abel, Denison, Lombardo, Schooler

20. Senior Center Closure Program Plan – Community Services Dept

Community Services Manager Earnest presented the staff report providing an update on providing senior services during the upcoming, temporary closure of the Senior Center. Phase 2 of the Senior Center Modernization Construction Project will begin early February 2025 and continue into October 2025.

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

Mayor Drozd confirmed the length of construction is expected to be the beginning of February to the first part of October.

Council Member Lombardo complemented staff on the proposed activity schedule during construction and inquired if there will be a temporary change in the bus stop location to bring closer to the former library building.

Mayor Pro Tem Abel thanked Community Services Manager Earnest and Facilities Supervisor McCubbin reevaluating the available programming during construction.

Council Member Schooler commented favorably on the proposed plan.

RESULT: NO MOTION MADE

21. Agenda Management System Agreement - CivicPlus

Town Clerk Copeland presented the staff report introducing the replacement for the Town's current agenda management software. The current software will not be supported beyond September 2025. Staff reviewed several software options and is proposing to engage with Civic Plus.

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

MOTION:

Consider the proposal and direct the Town Manager to execute a two-year agreement with CivicPlus in the amount of \$26,700.00 for Agenda and Meeting Management Software.

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

22. Town Council Meeting Time

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA ESTABLISHING THE DAYS, TIME, AND PLACE OF THE REGULAR MEETINGS OF THE TOWN COUNCIL

Town Clerk Copeland presented the staff report to discuss the current Town Council meeting time and review the option of changing the meeting time with the intent to increase public participation.

Mayor Drozd opened public comments.

Savannah Jacobs, Yucca Valley, created a public poll to learn what the public would like as a meeting time. Results are not complete yet, but would like to share the results.

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

Mayor Pro Tem Abel expressed he was concerned about the low level of participation in the public meetings. The senior population may like an earlier time and working folks could stop by on the way home from work if the meetings were at 5pm.

Council Member Lombardo likes the idea of a survey yet feels an earlier time would help participation.

Council Member Schooler thinks people come if there is an interesting agenda item and isn't sure if the time will make much of a difference.

Council Member Denison spoke in favor of starting the meeting an hour earlier to see how it works.

Mayor Drozd also spoke in favor of a 5pm meeting start.

MOTION:

Consider changing the regular meeting time to 5:00 p.m. on the first and third Tuesdays of each month and adopt Resolution 25-02 approving the change.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Merl Abel, Mayor Pro Tem
SECONDER:	Rick Denison, Council Member
AYES:	Drozd, Abel, Denison, Lombardo, Schooler

PUBLIC COMMENTS

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

Jeff Grabow, Twentynine Palms spoke on the Flying Doctors event taking place at YVHS on March 8-9

Frank Medeiros, Yucca Valley thanked Town Council for the support and Town Staff for the delivery of the recent Veterans' Day Celebration.

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

STAFF REPORTS AND COMMENTS

Town Manager Yakimow thanked the Planning Staff, Deputy Town Manager Stueckle and the Planning Commission for their work on the public hearing items.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Denison- Thanked General Clingan for the update this evening and thanked Associate Planner Jerome for the public hearing items.

Council Member Lombardo congratulated Dan and Nicole Letourneau for their Spirit of Yucca Valley Award.

Council Member Schooler thanked General Clingan for the presentation and willingness to work with local agencies and congratulated Mr. and Mrs. Letourneau for their award.

Mayor Pro Tem Abel thanked fellow council members for supporting his Spirit of Yucca Valley nomination and requested a future update from San Bernardino County Fire.

Mayor Drozd reported on the Soda with the Mayor participation.

ANNOUNCEMENTS

Upcoming Meeting Schedule

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, February 4, 2025 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

CLOSED SESSION

- The Town Council will meet in closed session pursuant to the provisions of Government Code section 54957(b) regarding Public Employee Performance Evaluation.

Title: Town Attorney

Mayor Drozd adjourned the regular meeting to closed session at 8:25 p.m.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Lesley Copeland". The signature is written in a cursive, flowing style.

Lesley Copeland, CMC
Town Clerk

Town of Yucca Valley

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Jared Jerome, Associate Planner
 Shane Stueckle, Deputy Town Manager
Date: January 7, 2025
Meeting Date: January 21, 2025

Subject: Professional Services Agreement between the Town of Yucca Valley and Petra Resource Management, California Environmental Quality Act Review, Community Center Athletic Facility Master Plan

Recommendation:

That the Town Council approves the professional services contract and authorizes the Town Manager to execute the agreement between the Town of Yucca Valley and Petra Resource Management, for Archaeological Monitoring Services for the Community Center Athletic Facility Master Plan, in the amount not to exceed \$31,050.

Prior Council Review

No prior review.

Order of Procedure

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question

Discussion

The Town must complete the California Environmental Quality Act (CEQA) review for all projects prior to making a commitment to a project. That requirement also applies to the Town's Community Center Athletic Facility Project.

The adopted CEQA document includes required mitigation measures to address potential tribal cultural resources and archaeological impacts. The following tasks are required to address those mitigation measures:

1. Archaeological Treatment and Monitoring Plan (\$3,750)
2. Pre-grading conference attendance (\$1,200)
3. Twenty (20) days of archaeological monitoring (\$23,000)
4. Monitoring summary report (\$3,100)

In order to assist the Town with the required tasks above, Petra Resource Management has provided a proposal in the amount of \$31,050.

Alternatives

None Recommended.

Fiscal Impact

The total contract amount for environmental services under the California Environmental Quality Act (CEQA) for the Community Center Athletic Facility Master Plan will be \$145,290. A total of \$120,000 is budgeted in the Amended FY24-25 Capital Project Reserve Fund 800 Budget for the environment services and the additional service fees can be accommodated by the Capital Project Reserve Fund 800 contingency reserves.

Attachments:

Yucca Valley Cultural Proposal PRM



Proposal to Provide Archaeological Monitoring Services

Yucca Valley Community Center Athletic Facility Project, Town of Yucca Valley
San Bernardino County, California

December 11, 2024

Prepared by:

Petra Resource Management
20 N. Raymond Ave., Suite 230
Pasadena, California 91103

Prepared for:

Jared Jerome, Associate Planner
Town of Yucca Valley
Community Development Department
58928 Business Center Drive
Yucca Valley, California 92284

Sherri Andrews, M.A., RPA
sandrews@petra-rm.com

Project Introduction

Petra Resource Management (Petra) is proposing to provide archaeological monitoring services for the Yucca Valley Community Center Athletic Facility Project (Project). All services will be provided in accordance with the Project Mitigation Monitoring and Reporting Program and managed by Petra archaeologists who exceed the *Secretary of the Interior's Professional Qualification Standards*. This proposal shall remain valid for 90 days from today's date.

Scope of Work

AMTP Preparation – In support of the issuance of the Grading Permit, Petra will prepare an Archaeological Monitoring and Treatment Plan (AMTP) for approval by the Town of Yucca Valley. The ATMP will be developed in accordance with Mitigation Monitoring Requirement (MMR) TCR-1 in the Project Mitigation Monitoring and Reporting Program (MMRP).

Pre-grade Meeting – Petra will provide a Qualified Archaeologist to attend one pre-grade meeting with the grading contractors to explain and coordinate the requirements of the AMTP, in accordance with MMR TCR-1 in the MMRP.

Field Monitoring – Petra will provide a full-time Qualified Archaeologist monitor during all ground-disturbing activities in accordance with MMR CUL-1 in the Project MMRP. Monitoring will include direct observation of ground-disturbing activities and ground disturbance, inspection of exposed surfaces for evidence of cultural resources, and recordation of all activities and findings. Archaeological monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.

Cultural Resources Sensitivity Training – Petra's Qualified Archaeologist will conduct Cultural Resource Sensitivity Training in accordance with MMR CUL-1 in the Project MMRP. This training will be conducted in conjunction with Tribal Representative(s) and focus on the archaeological or tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

Final Technical Report/Memo Preparation – Once monitoring services are completed, Petra will prepare draft and final reports to summarize the results of the monitoring. Should the results of monitoring be negative, and no new sites found within the study area, a letter report will suffice. Should the results of the monitoring be positive and new sites are found within the Project area, we will work with you to augment the contract to conduct required evaluation services and prepare a more formal report. A draft report will be submitted to the Town of Yucca Valley and Consulting Tribes as directed by the Town within 60 days of the completion of monitoring. Revisions to the draft, based upon one round of comments, will be provided within ten (10) days of receipt of such comments. After approval of all parties, the final report will be submitted to the South Central Coastal Information Center, and the Consulting Tribes.

Schedule

Petra will complete the listed Scope of Work in accordance with all project requirements and construction schedule upon receipt of signed contract and Notice to Proceed. Petra requires a minimum notice of five (5) business days prior to the start of construction and need for on-site monitors in order to mobilize a Qualified Archaeologist monitor.

Cost

The ATMP, pre-grading conference (if it stands alone from a regular workday), and the monitoring summary report will be billed at the fixed-fee rates below. Monitoring will be charged at the daily rate of \$1,150.00 per day per monitor, or a half-day rate of \$650.00 per day per monitor. A total of 20 monitoring days is assumed here for a total estimated cost not-to-exceed \$31,050.00.

Task	Cost
Archaeological Treatment and Monitoring Plan (ATMP)	\$ 3,750.00
Pre-grading conference attendance	\$ 1,200.00
Twenty (20) days of archaeological monitoring	\$23,000.00
Monitoring summary report	\$ 3,100.00

Assumptions

- The daily rate assumes 8-hour workdays; any in-field overtime will be charged according to separate rate outlined above;
- 20 monitoring days (4 weeks) assumed for the purposes of this cost estimate but additional monitoring days, if required, will be charged at the same fixed rates of \$1,150.00 per day or \$650.00 per half day;
- No archaeological survey or built environment evaluation will be conducted;
- A records search is not required;
- The results of monitoring will be negative, and a letter report only will be prepared at the conclusion of the monitoring and provided electronically;
- Additional meetings with the contractor/lead agency and/or public meetings are not required;
- No formal evaluation or mitigation services will be required for any finds; and
- If any additional testing or site mitigation is required, it will be performed under augment.

Proposal Acceptance

Title: Proposal to Provide Archaeological Monitoring Services – Yucca Valley Community Center Athletic Facility Project

NTE Cost: \$ 31,050.00

Accepted by:

Signature

Print Name

Title

Date

Agency Name

Billing Address

Email Address

Phone

General Terms

1. Labor rates are effective from **January 1, 2025** through **December 31, 2025**.
2. Petra will invoice, at cost, travel, record searches, reproduction, blueprinting, telephone, supplies, fees, and other non-labor direct costs (*where applicable*). Per Diem charges are based on reasonable and actual costs (*guided by the U.S. General Services Administration*). Petra will invoice mileage at **the current IRS mileage rate** per mile. Petra will invoice rental of off-road vehicles at \$100 per day plus \$0.60 per mile. Petra will invoice sub-consultants' fees at cost plus 10% for administrative and management oversight.
3. Billing invoices will be prepared **Monthly** and will contain charges of the previously ended month and prior for work in progress unless otherwise agreed. Client agrees to pay Petra within 90 days after the invoice date. Any invoices not paid in 90 days are subject to a service charge of 1.5% **per month** on the unpaid balance (*including any previous interest*). An early payment discount of 1% will be applied if Petra receives payment within 30 days of the invoice date.
4. CLIENT must accept or reject the invoice within 10 days of receipt and communicate such rejection to Sherri Andrews (sandrews@petra-rm.com).
5. CLIENT will issue payment(s) to Petra for accepted invoices (*not rejected within 10 days per item #4*) within ten days of receipt of payment from the PRIMARY CLIENT or within 90 days from the date of the accepted invoice, whichever is sooner.
6. Payment of Petra's invoices for services performed will not be contingent upon the client's receipt of payment from other parties. Client agrees to pay legal costs, including Attorney's fees, incurred by Petra in collecting any amounts past due.



AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

PETRA RESOURCE MANAGEMENT

PROJECT

COMMUNITY CENTER ATHLETIC FACILITY MASTER PLAN PROJECT

TOWN PROJECT No.: 4100

**AGREEMENT FOR SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
PETRA RESOURCE MANAGEMENT**

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 21st day of January, 2025, by and between the Town of Yucca Valley, a general law city ("Town") and Petra Resource Management ("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 direct solicitation 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.

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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

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

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 Thirty One Thousand Fifty Dollars (\$31,050.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and

payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Sherrri Andrews	President
_____ (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.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. 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.

5.2 General Insurance Requirements.

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

For any 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.

5.3 Indemnification.

(a) **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, 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.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default.

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

7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees.

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

8.2 Conflict of Interest.

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

the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

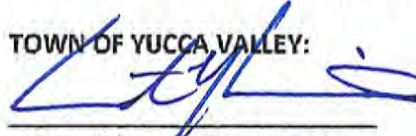
9.6 Authority to Execute.

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

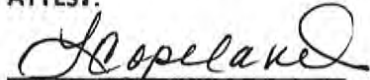
[SIGNATURES ON FOLLOWING PAGE]

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

TOWN OF YUCCA VALLEY:



Curtis Yakimow, Town Manager

ATTEST:


Lesley Copeland, Town Clerk

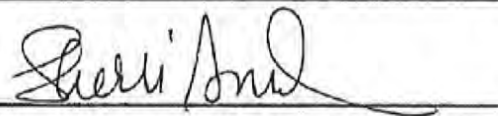
APPROVED AS TO FORM:

BURKE, WILLIAMS, & SORENSON, LLP


Thomas Jex, Town Attorney

CONTRACTOR:

Petra Resource Management

By: 

Name: Sherri Andrews

Title: President

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: 7287 Las Plumas Lane

Tujunga, CA 91042

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:

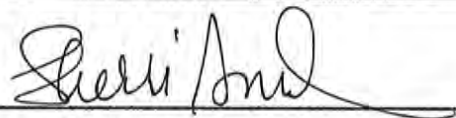
Lesley Copeland, Town Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS, & SORENSON, LLP

Thomas Jex, Town Attorney

CONTRACTOR:

Petra Resource Management

By: 

Name: Sherri Andrews

Title: President

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: 7287 Las Plumas Lane

Tujunga, CA 91042

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

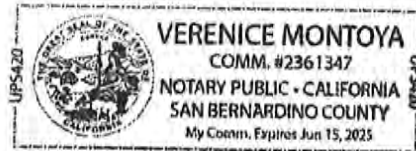
COUNTY OF SAN BERNARDINO

On February 3, 2025 before me Verenice Montoya, Notary Public, personally appeared Sherril Andrews 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: 



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED		_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		_____
<input type="checkbox"/> OTHER _____		_____
SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE
_____		_____
_____		_____

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:
 - A. AMTP Preparation – Archaeological Monitoring and Treatment Plan (AMTP)
 - B. Pre-grade Meeting
 - C. Field Monitoring – twenty (20) days
 - D. Cultural Resources Sensitivity Training
 - E. Final Technical Report/Memo Preparation

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:
 - A. Archaeological Monitoring and Treatment Plan (AMTP)
 - B. Pre-grade meeting
 - C. Field Monitoring - twenty (20) days
 - D. Cultural Resources Sensitivity Training
 - E. Final Technical Report/Memo Preparation

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:
 - A. Complete the listed Scope of Work in accordance with all project construction schedule
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the Town and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.

- V. Consultant will utilize the following personnel to accomplish the Services:
 - A.
 - B.
 - C.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A. Archaeological Treatment and Monitoring Plan (ATMP)	\$3,750.00		
B. Pre-grading conference attendance	\$1,200.00		
C. Twenty (20) days of archaeological monitoring	\$23,000.00		-
D. Monitoring summary report _____	\$3,100.00		

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$31,050.00 as provided in Section 2.1 of this Agreement.

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

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



To: Town Council

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

Date: February 10, 2026

Meeting Date: February 17, 2026

Subject: Approval of the amended 2025/26 Authorized Position list, Salary Schedule and Job Description.

Recommendation:

That the Town Council adopt Resolution No. 26-XX authorizing positions for fiscal years 2025-26 and the approval of one revised job description.

Prior Review:

There has been no previous Council review on this subject.

Discussion:

The Town Council approves the Authorized Position List as part of the Town's budget adoption process. Any changes that are necessary throughout the budget cycle are brought before Council for amendment to the Authorized Position list and as necessary in the event of any staffing, structural changes, and any necessary corrections.

The proposed recommendation updates the following positions:

- Add Recreation Coordinator II position
- Add one Staff Accountant position
- Add one Part-Time Recreation Leader position

The recommendation from staff is to approve the revised 2025/26 Authorized Position, 2025/26 Salary Schedule and revised job description, and to amend the FY2025-26 General Fund budget.

Alternatives

None

Fiscal Impact:

The recommended action can be accommodated with the FY25-26 General Fund Budget.

Attachments

1. 02172026 - Amendended Authorized Position list and revised job description reso
2. YV Recreation Coordinator II 02052026
3. 2024-26 Authorized Position Listing Updated 02172026
4. 1. Salary Grid implemented Effective 7.12.25 - Updated 2.2026

TOWN COUNCIL STAFF REPORT

RESOLUTION NO. 26-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING POSITIONS AND FOR FISCAL YEAR 2025-2026

THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES RESOLVE AS FOLLOWS:

SECTION 1: Personnel positions for fiscal year 2025-26 are hereby authorized as showing in Exhibit "A".

APPROVED AND ADOPTED this 17th day of February, 2026.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN CLERK

Reviewed By:

Town Manager

Town Attorney

Mgmt Services

Dept Head

____ Department Report

____ Ordinance Action

____ Resolution Action

____ Public Hearing

Consent

____ Minute Action

____ Receive and File

____ Study Item

RECREATION COORDINATOR II**DEFINITION**

Under direct supervision, this position may is develops, manages and evaluates a comprehensive recreation programs including aquatics programs; adult and youth sports; senior services trips and activities; special events; recreation classes; youth programs; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Community Services Manager. Exercises direct supervision over the Recreation Coordinator, regular part-time and seasonal staff, volunteers and independent contractors.

CLASS CHARACTERISTICS

This is a fully competent lead classification responsible for performing a variety of duties related to the activities and events of the Recreation Department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans and conducts community events, general programs, and facility rentals; sets up and takes down tables, chairs, and equipment for classes, activities, events, and meetings.
- Supervises and schedules established programs of play activities for children and adults.
- Organizes sports activities including Aquatics programs, and maintains discipline at indoor and outdoor recreation facilities.
- Promote programs for seniors, their families, and the broader community, building relationships with community agencies and businesses.
- Instructs various activities, arts, crafts, games, and sports; explains the rules and techniques for activities; assists participants.
- Enforces rules, regulations, and safety precautions for municipal facilities.
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.
- Performs general office duties, including basic cashiering, answering the telephone, greeting patrons, light typing, data entry, copying, and filing; prepares flyers, calendars, prepares routine reports of participation and activities; updates kiosks and telephone hotlines.
- Maintains recreational facilities, storage sites, and other work areas in a clean and orderly condition, including securing equipment and materials at the close of the workday; closes and secures buildings for events.
- Administers basic first aid as necessary.
- Assists in the encouragement of participation and good sportsmanship.
- Responds to patrons' needs for assistance or information.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Monitors the proper and safe use of program facilities by the general public; patrols recreational facilities to ensure adherence to rules and ordinances; enforces recreational facility safety rules;

interprets and applies policies, procedures, laws, codes, and regulations; assists in education about the enforcement of rules and regulations.

- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Town policies and procedures.
- Supervision of staff and activities, either directly or through subordinate supervision.
- Recreation program development techniques and processes.
- Budgeting and purchasing practices and principles.
- Pool Operations.
- Pool safety rules and regulations.
- Experience working with the elderly or in recreational programs for seniors.
- Basic safety precautions and procedures related to recreation program area(s) and facilities, including basic first aid and adult and/or child cardiopulmonary resuscitation (CPR) methods.
- Rules, equipment, facilities, operations, and techniques used in public recreation programs.
- Standard office practices and procedures, including the use of standard office equipment, basic record keeping, arithmetic, and computer applications related to the work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for effectively dealing with individuals of various ages, various socio-economic and ethnic groups, and effectively representing the Town in contacts with the public.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and Town staff.



Ability to:

- Learn to work independently while supervising facilities and user groups.
- Learn, understand, and apply facility use policies and procedures.
- Provide courteous assistance to facility patrons.
- Learn basic computer system operation to enter and retrieve data for class registration and facility reservations.
- Remain flexible and adapt as job responsibilities change.
- Handle medical emergencies and injuries in a calm and effective manner, including providing basic first aid and adult and/or child cardiopulmonary resuscitation (CPR).
- Maintain facilities and equipment in a clean, safe, and secure manner.
- Operate modern office equipment including computer equipment and software programs.
- Understand and follow oral and written instructions.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- High School Diploma or equivalent. A Bachelor's degree in Parks and Recreation Management is preferred.
- Two (2) or more years of experience related to recreational activities, special functions and supervising staff.

Licenses and Certifications:

- Possession of a valid California Class C Driver's License.
- Possession of American Red Cross First Aid Certificate and CPR Certificate for infant, child, and adult.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office and/or recreational facility setting and use standard office and/or recreation equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Must possess the physical stamina to lift and move tables and chairs, arrange facilities for community events and/or meetings. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office and recreation equipment. Positions in this classification occasionally bend, stoop, kneel, reach, climb, and walk on uneven surfaces to participate in recreational activities; and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees may work in the field and are occasionally exposed to loud noise levels, cold and/or hot temperatures, vibration, confining workspace, chemicals, mechanical and/or electrical hazards. Incumbents may be exposed to blood and body fluids rendering First Aid and CPR and are required to wear appropriate attire for the recreation activity to which they are assigned. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All Town employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the Town may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different from the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, the employee will be expected to remain at work due to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, the employee must make every effort to contact his/her direct supervisor or department head to obtain reporting instructions as a Disaster Service Worker.

Town of Yucca Valley
Operating Budget
FY 2025-26 Authorized Position Listing
Revised 2/17/26

Salary Range	Position	FTB*
Contract	Town Manager	1.00
78	Deputy Town Manager	1.00
78	Deputy Town Manager - Administrative and Community Svc.	1.00
70	Public Works Director	1.00
36	Administrative Assistant III	1.00
30	Administrative Assistant II	1.00
37/43	Engineering Technician I/II	1.00
45	Facilities Maintenance Supervisor	1.00
45	Parks Maintenance Supervisor	1.00
45	Streets Maintenance Supervisor	1.00
36	Lead Skilled Maintenance Worker II - Parks	1.00
30	Skilled Maintenance Worker II - Parks	3.00
36	Lead Skilled Maintenance Worker II - Streets	1.00
30	Skilled Maintenance Worker II - Streets	2.00
30	Skilled Maintenance Worker II - Fleet	1.00
55	Senior Planner	1.00
49	Associate Planner	Vacant
43	Assistant Planner	1.00
36	Administrative Assistant III	1.00
39	Code Compliance Officer II	2.00
30	Administrative Assistant II	1.00
56	Animal Care and Control Manager	1.00
36	Administrative Assistant III	1.00
32	Senior Animal Shelter Specialist	1.00
28	Shelter Specialist	1.00
28	Animal Shelter Specialist/Animal Control Officer I	3.00
24	Lead Maintenance Worker I - Facilities	1.00
18	Maintenance Worker I - Facilities	2.00
64	Finance Manager	1.00
60	Human Resources and Risk Manager	1.00
54	Town Clerk	1.00
54	Senior Management Analyst	1.00
44	Staff Accountant	2.00
24	Administrative Assistant I	1.00
42	Human Resources and Payroll Coordinator	1.00
64	Community Services Manager	1.00
45	Recreation Supervisor	2.00
36	Administrative Assistant III	1.00
34	Recreation Coordinator II	1.00
29	Recreation Coordinator I	2.00
24	Administrative Assistant I	1.00
45	Museum Supervisor	1.00
34	Museum Collections & Exhibits Coordinator	1.00
34	Museum Education & Engagement Coordinator	1.00
FY 2024-26 Total Authorized Full Time Benefitted Positions		53.00
Part Time		
34	Aquatics Manager	1.00
44	Public Works Inspector	1.00
29	Audio Visual Technician	3.00
24	Skilled Maintenance Worker I - Parks	1.00
18	Maintenance Worker I - Facilities	2.00
19	Kennel Technician	9.00
15	Museum Assistant	2.00
15	Recreation Leader II	2.00
9	Recreation Leader I	3.00
FY 2024-26 Total Authorized Regular Part Time Positions		24.00
Seasonal Part Time		
17	Lead WSI	2.00
15	WSI (Summer Season)	8.00-12.00
9	Lifeguard (Summer Season)	4.00 - 6.00
9	Recreation Leader I	2.00 - 4.00
6	Recreation Assistant	4.00 - 10.00
(Summer - Concerts and Winter - Bball)		
FY 2024-26 Total Authorized Seasonal Part time		24.00

* Full Time Benefitted positions

Town of Yucca Valley
Proposed Salary Plan
Effective 7/12/25

Class Title	Salary Range	Hourly															
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Recreation Assistant	8	14.00	14.35	14.71	15.08	15.46	15.84	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28
	9	14.35	14.71	15.08	15.46	15.84	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79
	10	14.71	15.08	15.46	15.84	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31
Rec. Ldr/Lifeguard	11	15.08	15.46	15.84	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84
	12	15.46	15.84	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39
	13	15.84	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95
	14	16.24	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52
Water Safety Instructor/Rec Leader II	15	16.65	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11
	16	17.06	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71
Lead WSI	17	17.49	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33
Maintenance Worker I	18	17.93	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96
Kennel Technician	19	18.37	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61
	20	18.83	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28
Museum Assistant	21	19.30	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96
	22	19.79	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66
	23	20.28	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37
Admin Assistant I/SMWII/Acct Tech I/Lead Maint Worker I	24	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11
	25	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86
	26	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63
	27	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42
Anim. Shel Spec-ACO1	28	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23
Recreation Coordinator I/A/V Technician	29	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06
	30	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92
SMWII/Admin Asst. II	31	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79
	32	25.33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68
	33	25.96	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60
Aquatics Mngr/ Museum Education & Eng. Coordinator/ Museum Collections & Ex. Coordinator/Rec Coordinator II	34	26.61	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54
	35	27.28	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50
Admin Asst. III/Lead SMW II/Sr. Shelter Specialist	36	27.96	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49
Eng Tech I	37	28.66	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50
	38	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54
Code Comp. Off II	39	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60
	40	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69
	41	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81
HR and Payroll Coordinator	42	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96
Assistant Planner/Eng. Tech II	43	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13
Public Works Inspector/Staff Accountant	44	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33
Fac. Maint. Supv./Parks-Streets Maint. Supv/Recreation Supv./Mus. Supv.	45	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57
	46	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83
	47	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13
	48	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46
Associate Planner	49	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82
	50	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21
	51	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64
	52	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11
	53	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61
Town Clerk/Senior Management Analyst	54	43.60	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15

Town of Yucca Valley
Proposed Salary Plan
Effective 7/12/25

Class Title	Salary Range	Hourly															
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
	55	44.69	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73
Animal Care and Control Mngr	56	45.81	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35
	57	46.96	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01
	58	48.13	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71
	59	49.33	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45
HR and Risk Manager	60	50.57	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24
	61	51.83	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07
	62	53.13	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95
	63	54.46	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87
Finance Manager/Community Services Manager	64	55.82	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84
	65	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86
	66	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93
	67	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06
	68	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23
	69	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46
Public Works Director	70	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75
	71	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09
	72	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50
	73	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96
	74	71.45	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48
	75	73.24	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07
	76	75.07	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72
	77	76.95	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44
Deputy Town Manager	78	78.87	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23
	79	80.84	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08
	80	82.86	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01
	81	84.93	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01
	82	87.06	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08
	83	89.23	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24
	84	91.46	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47
	85	93.75	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78
	86	96.09	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17
	87	98.50	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65
	88	100.96	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22
	89	103.48	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87
	90	106.07	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62
	91	108.72	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46
	92	111.44	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40
	93	114.23	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43
	94	117.08	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57
	95	120.01	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81
	96	123.01	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15
	97	126.08	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15	182.61
	98	129.24	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15	182.61	187.17
	99	132.47	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15	182.61	187.17	191.85
	100	135.78	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15	182.61	187.17	191.85	196.65
	101	139.17	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15	182.61	187.17	191.85	196.65	201.56
	102	142.65	146.22	149.87	153.62	157.46	161.40	165.43	169.57	173.81	178.15	182.61	187.17	191.85	196.65	201.56	206.60
Town Manager Monthly Salary \$20,741.38	Contract																

Aquatics & Recreation Center. Most scheduled activities fall within current budget and staffing resources; however, some new programs are accompanied by a mid-year budget adjustment request to implement program expansions. Minor changes to the Spring/Summer programming may be made as necessary during the season.

Highlights of the planned programs include:

Hi-Desert Nature Museum

Exhibits, Events, & Programming

The Hi-Desert Nature Museum is pleased to welcome two new exhibits during the Spring/Summer 2026 season. From March 21 to May 9, 2026, *Wondrous Waste: 2026 Recycled Art Exhibition* will be on display. The Museum's annual spring recycled art exhibition returns for its 20th year. Last year the exhibit welcomed a record-breaking 100 entries. Community members of all ages are encouraged to contribute their artwork made from recycled or repurposed materials.

From May 23 to September 5, 2026, *Turtle Travels*, a children's interactive exhibit, will entertain children of all ages with a life-size board game in which families can help turtles and tortoises survive and migrate safely through six learning stations. The exhibit also includes a reading area, sea turtle theater, and multiple turtle/tortoise adaptation learning centers. In addition to the Turtle Travels exhibit, an educational lecture will be offered on Desert Tortoise conservation.

The Hi-Desert Nature Museum will host an Earth Day event in April, partnering with local environmental organizations to provide engaging educational activities and information to the community. In June, the Museum (in collaboration with the Recreation Department) will host a reptile-themed family fun day to celebrate the opening of its summer children's exhibition.

The Museum is excited to present several new educational programs during the Spring/Summer 2026 season, including drop-in animal figure drawing workshops, Storytime with the Mayor, Tetrapak Intaglio Printing Workshops, a natural insect repellent workshop, and First Saturday Cart Talks. The popular youth summer camps will return with four sessions, two dedicated to children 7-9 and two dedicated to children 10-12 years old. Each age group will be offered one week of a Junior Naturalist Camp and another week titled, Ectotherm Extravaganza, which will focus on local reptiles and amphibians.

The Museum will experience a brief closure from September 14 – October 3, 2026, for plumbing replacement during which time museum staff will be completing an exhibit changeover.

Recreation

Enrichment Classes are being actively marketed to gather interest from new instructors and customers. Our newer class, Science of the Future, has been successful in garnering students and has developed a following. The same instructor will be offering another class based on robotics, which will be a great addition. Stretch N Tone, Ceramics , CPR, Woodcarving and Knit & Crochet remain strong while some of our other offerings such as Bollywood and Belly Dancing are gaining customers. The Ceramic Workshops have been a popular addition to the art lineup, while Dog Obedience expanded and is now offering an advanced class.

Special Events are ongoing with a full slate of six concerts planned for the 2026 Summer Music Festival. Holiday events such as Easter Egg Hunt, Grubstake Days Events, and 4th of July Spectacular are also planned. Kids' H-2-OH! will return to the community center and the Community Health Fair will return in early May. Movies in the Courtyard continues to be popular with families and will return this spring on Friday nights in April and May. The Murder Mystery Dinner, a staple for evening entertainment in the spring and fall, returns on April 25th. The Youth Commission is underway with their Work Plan which includes teen events, intergenerational programs, youth forums, and volunteering at Town events.

Sports & Wellness Programs

Recreation staff continues to expand and refine Sports & Wellness programming to meet a wide range of community interests, offering opportunities that promote physical activity, skill development, and social engagement for residents of all ages. This season's lineup reflects a balance of established core programs and new offerings.

Adult Softball Leagues remain a cornerstone of the Town's athletic programming, with Casual Coed leagues offered on Tuesdays and Thursdays and an Open Adult Softball league on Wednesdays. Running from March through September, these leagues continue to see strong participation.

Adult Drop-In Basketball returns for the spring and summer months, operating on Wednesday and Friday evenings from April through September. This flexible, low-cost program offers casual coed play and remains a popular option for adults seeking informal recreation.

Youth and adult dance programming continues to grow, with *Kids Rhythm and Bop* remaining a well-attended children's dance class for ages 5–11 on Wednesday evenings. Expanded offerings include *Dance Mojave Youth* for ages 8–13 and *Dance Mojave Adult* for teens and adults on Thursday evenings, along with new *Dance Fundamentals* for ages 6–11 and *Adult Ballet* on Monday evenings. These programs broaden the Town's arts-based wellness opportunities and support after-school and evening participation.

Adult fitness programming remains strong with the continuation of the *Barre Fusion Pilates* class, offered Monday evenings from March through October. New early-childhood opportunities are also introduced, including *Tumblin' Tots* for ages 2–4 and an *Intro to Gymnastics* program for ages 5–7, providing age-appropriate physical development and coordination activities.

Pickleball programming continues to grow and diversify ahead of the anticipated opening of the new pickleball facility at the Community Center this spring, with a focus on skill development, varied play formats, and increased participation opportunities for players of all levels. An Adult Evening Pickleball Tournament is scheduled for May, utilizing a rotating partners format to encourage social play. The Pickleball Skills Clinic series returns with multiple sessions offered in April and May, including introductory, intermediate, and drill-focused classes held in both morning and evening time slots. New additions include *Monthly Round Robin Fridays Under the Lights* and a *Pickleball Specialty Clinic* that combines instruction with open play.

Outdoor Recreation programming continues this season with a variety of nature-based experiences designed to promote wellness while highlighting local outdoor spaces, providing opportunities for individuals and families to engage in outdoor activity.

Youth sports development remains a priority with the introduction of a *Youth Pickleball Camp* in July for ages 8–17, offered in age-specific time blocks. Summer sports clinics continue with the *Girls' Youth Volleyball Clinic* for grades 4–8 and the *Coed Youth Basketball Clinic* for grades 1–8, both offering structured instruction and skill development during the summer months.

The *Triple Play Kids Academy* returns after a successful launch last year, continuing to offer Saturday sessions from April through July for children ages 3–6. This program emphasizes fun, exploration, and foundational skill development across multiple sports, including T-ball, soccer, and flag football, and has proven to be an effective introduction to organized sports for young participants.

The Town's *Fitness Fun Runs* remain signature community events, with the *Grubstakes Run* scheduled for May and the *Galaxy Night 5K Run and 2K Walk* returning in September. These events continue to promote community wellness, outdoor activity, and family participation.

Aquatics will continue to strive to meet the needs of all Swim Lesson participants. In addition to continuing to offer day and evening swim classes as well as private lessons, a Saturday lesson option returns for its third year for those who cannot participate during the week. Fitness offerings will include traditional programs such as lap swim and water aerobics. Fun Swim will

see the addition of weekend programming and the Summer Swim Pass returns at last year's rate of \$30 individual or \$100 family of 4, but will now include admission to Wibit and Swim in Movies. Rates have been adjusted to keep pace with industry norms, to offset cost increases, and encourage online purchases; online/in person payment for drop-in programs went from \$4/\$6 to \$4/\$7. Wibit inflatable obstacle course returns at the 2026 affordable price point, dropping from \$6/\$10, but will be included in the Summer Swim Pass.

Senior Center Programs The newly remodeled Senior Center will reopen this spring. Seniors will enjoy interior improvements including a full remodel of restrooms, updated to current ADA standards; lobby remodel and modernization with new automatic doors, reception desk, and classroom for senior programs; updated lighting and HVAC systems; modern office spaces and an updated dining area. Exterior improvements include new ADA sidewalks and crosswalk connecting the center to the Dumosa Senior Village as well as improved landscaping, exterior paint and installation of fiber for internet services. During construction of the Senior Center Modernization Project, all senior programs regularly offered at the Senior Center were temporarily relocated to the Community Center or former San Bernardino County Library location located in the Town Hall building.

Alternatives: None recommended.

Fiscal impact: The majority of programs offered by the Community Services Department are funded through the FY 25-26 adopted budget. Senior Center programming/operations are funded through Measure Y revenues. New programs that require funding are included in the mid-year budget adjustment approved by the Town Council.

Attachments: Community Services Spring/Summer 2026 Program Summary

Community Services Department
Planned Community Services Programs - Spring/Summer 2026 (April-Sept)

Museum Programs

Exhibits

March - May 2026	Wondrous Waste: 2026 Recycled Art Exhibition	No Charge
May - September 2025	Turtle Travels - Youth Summer Exhibit	No Charge
September 14th-Oct 3rd	Plumbing Replacement - Closure	

Special Events/Programs

	Mar 26 - Mar 28, 2026	Spring Break - Jr. Naturalist Camp (7-9 years old)	\$50
	April 1 - April 3, 2026	Spring Break - Jr. Naturalist Camp (10-12 years old)	\$50
New	April 4, 2026 May 2, 2026 June 6, 2026 August 1, 2026 September 5, 2026	First Saturday - Education Cart Talks 10am & 3pm	No Charge
New	April 8, 2026	Storytime with the Mayor	No Charge
New	April 17, 2026 May 1, 2026	Collagraph/Tetrapak Intaglio Printing Workshop	\$20
	April 25, 2026	Earth Day at the Museum	No Charge
New	May 9, 2026	Natural Insect Repellent Workshop	\$20
	June 13, 2026	Family Fun Day	No Charge
	June 17-19, 2026	Summer Camp - Jr. Naturalist (7-9yrs old)	\$50/child
	June 25-27, 2026	Summer Camp - Junior Naturalist (10-12yrs old)	\$50/child
	July 8, 2026	Summer Discovery Kit (5-12 yrs old)	\$20/kit
	July 15-17, 2026	Summer Camp - Ectotherm Extravaganza (7-9 yrs old)	\$50/child
	July 22-24, 2026	Summer Camp - Ectotherm Extravaganza (10-12 yrs old)	\$50/child
New	August 6, 13, 20, & 27, 2026	Desert Animal Figure Drawing (Drop in)	Donation
New	August 8, 2026	Desert Tortoise Conservation Presentation	Donation
New	August 19, 2026	Storytime with the Mayor	No Charge

Recreation Programs

Special Events

Holiday Events

Saturday, April 4	Easter Egg Hunt	no charge
Thursday, July 4	4th of July Fireworks Presentation	no charge
Tuesday, Sept 8	Holiday Craft Fair Registration	\$30 per table

Health Fair

Saturday, May 2	Community Health Fair w/MBHD Partner	no charge
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Summer Music Festival (family concerts)

Friday, July 4 w/Fireworks	Those Guys (Top 40)	no charge
Saturday, July 12	Woody and the Longboards (Beach Rock)	no charge
Saturday, July 19	The Answer (Classic Rock)	no charge
Saturday, July 26	Upstream (Caribbean & Reggae)	no charge
Saturday, Aug 2	Faultline (Country)	no charge
Saturday, Aug 9	Funk Station (Funk, Soul and R&B)	no charge

Family Fun Day (themed special event - Museum/Rec)

Saturday, June 13	Family Fun Day	no charge
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H-2-Oh! Summer Water Play

Fridays, June 19 - August 14	Water Fun at the CC - ages 8 and under	no charge
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Movies in the Courtyard

Fridays, April 24 - May 22	Childrens movies at the community center	\$2
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Murder Mystery Dinner

Saturday, April 25	Ages 21+	\$35 EB/\$45 Reg
Saturday, October 10	Ages 21+	\$35 EB/\$45 Reg

New Farmers' Market at Founders Plaza

TBD (opener)	Coincide with the kickoff for the farmers market	free
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Public Art

Public Art Programs

Call for Artists January - March	Summer Music Festival Enhancements	Multi-year program
Call for Artists March - April	2026-2028 YV Branch Library Art Installation	no charge
Call for Artists April - May	2026 Mural	no charge
Call for Artists May - June	Brehm Building Art Installation	no charge
Call for Artists July - August	Founders Plaza Art Installation	no charge
Launch in September (2027 exhibit)	Coyote Call Art Initiative	no charge
TBD	Placement for "Together We Can" Art Piece	no charge

Youth Commission

Youth Commission (Term Nov-May)

Volunteer Activities	HH Run, Egg Hunt, Grubstakes Run	varies
YC Work Plan		
Saturday, February 14	Senior Valentine's Dance/Dinner	\$10
Saturday, May 2	Kid Zone @ MBHCD Health Fair	no charge
Thursday, April 21	Middle School Forums @ LCMS	no charge
February-May	Food Donation for Unity Home	no charge

Enrichment Classes

Enrichment Classes

Gardening for Food and Fun	18 & older, Monthly-First Mondays of the Month	\$10 per class
CPR Certification	Monthly, total of 7 (alternates Sat & Eve times)	\$25 per session
Knit & Crochet	18 & older, Thursday mornings	\$2 per class
Arts & Crafts Club	18 & older, Thursday mornings	\$3 per class
Self Defense Class	2 Saturday Workshops	\$15 per person
Stretch N Tone	18 & older, Tues, Wed, Thurs mornings	\$3 per class
Woodcarving	18 & older, Tuesday Mornings	\$2 per class
Watercolor Art	18 and older, Thursday Mornings	\$5 per class
Draw Club Art Workshops	16 and older, Monthly Workshops	\$20 per workshop
Bollywood Dance	18 and older, Wednesday afternoons	\$9 per class
Belly Dance	18 and older, Monday afternoons	\$9 per class
Robotic Robots	5-10 year olds, 4-week session	\$100/\$25 Drop-in
Ceramic Class	2 workshops-Adult Session and Child Session Various dates	\$50 session/\$50 material fee
Advanced Dog Obedience	All ages, Thursday Evenings 1 6-week sessions	\$100 per session
Basic Dog Obedience	All ages, Thursday Evenings 1 6-week sessions	\$100 per session

Adults & Seniors Programs

April - Sept	Senior Center Activities/Events (Meas. Y)	varies (most free)
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Sports & Wellness

Adult Softball Leagues - Spring & Summer (March - September)

Casual Coed	Tuesday evenings	\$413 /Team
Open Adult Softball	Wednesday evenings	\$413 /Team
Casual Coed	Thursday evenings	\$413 / team

Adult Drop in Basketball - Spring/Summer (April 16 - September 30)

Casual Coed	Adult Basketball Drop in Wednesday/ Friday evenings	\$5 drop in
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Kids Rhythm and Bop April - September

Children ages 5-11	Childrens' Dance Class - Wednesday evenings	\$8 drop in
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New	Dance Mojave Youth April- September		
	Children ages 8-13	Childrens' Dance Class - Thursday evenings	\$40 per month
New	Dance Mojave Adult April-September		
	Ages 13 and up	Adult Dance Class - Thursday evenings	\$15 drop in \$40 mo
New	Dance Fundamentals April - September		
	Children ages 6-11	Childrens' Master Class Monday afternoons	\$8 drop in
New	Adult Ballet April – September		
	Adults 18+	Adult Ballet Class - Monday evenings	\$8 drop in
	Barre Fusion Pilates Class March - October		
	Adult 18+	Pilates Class Monday evenings	\$8 drop in
New	Tumblin' Tots April-September		
	Children ages 2-4	Childrens' movement class Tuesdays 10:30am	\$10 drop in
New	Intro to Gymnastics March-October		
	Children ages 5-7	Beginner gymnastics Wednesdays	\$12 drop in
	Pickleball Tournaments		
	Saturday, May 30	Adult Evening Tournament Round Rotating Partners	\$20/\$25
	Pickleball Skills Clinic		
	April 7- April 28	Pickleball Skills Clinic (4 Tu morning classes)	\$60/\$18 Drop in 90 min.
	April 8 - April 29	Intro to Pickleball Skills Clinic (4 Wed eve classes)	\$40/\$12 Drop in
	April 9 - April 30	Pickleball Int. Skills Clinic (4 Th morning w/drills)	\$60/\$18 Drop in 90 min.
	May 5- May 26	Pickleball Skills Clinic (4 Tu morning classes)	\$60/\$18 Drop in 90 min.
	May 6 - May 27	Intro to Pickleball Skills Clinic (4 Wed eve classes)	\$40/\$12 Drop in
	May 7 - May 28	Pickleball Int. Skills Clinic (4 Th morning w/drills)	\$60/\$18 Drop in 90 min.
New	Pickleball Monthly Round Robin Fridays Under the Lights		
	Jun. 19, Jul. 17, Aug. 27, Sep. 9	Mixed Dbles Round Robin Format (4 Fri. eves)	\$20 Drop in
New	Pickleball Specialty Clinic		
	Jun. 5, 11, 18, & 25	Pickleball Specialty Clinic(4 classes with open play)	\$40 for 4/\$12 Drop in
	Outdoor Recreation		
	Dates TBD	Desert Nature Fest at Healthy Hearts Run 11-1pm	No charge
		Sunday Kite Flying & Picnic	\$25
		Plants & People	\$20
		Amazing Old Town Scavenger Hunt	\$20 per team
		Tailgate Brunch & Hike (3 Sundays April-May)	\$15
		Slow Poke Hiking Club	\$5
New	Youth Pickleball Camp		
	Mon. - Thu. Jul. 6 - Jul. 9	Children ages 8 - 12 7:30am-9:30am	\$65
	Mon. - Thu. Jul. 6 - Jul. 9	Children ages 13 - 17 7:00pm-9:00pm	\$65
	Summer Volleyball Clinic		
	June 22-25	Girls' Youth Volleyball Clinic Grades 4-8	\$75
	Summer Basketball Clinic		
	June 29 - July 2	Coed Youth Basketball Clinic Grades 1-8	\$75
	Triple Play Kids Academy		
	Saturdays April - July	Ages 3-6 Emphasizes fun, exploration, and foundational skills across three sports, Tball, Soccer, Flag Football	\$45 ea/\$120 for 3
	Fitness Fun Runs		
	Sunday, May 24	Grubstakes Run 10K, 5K, 2K	\$30/\$35
	Saturday, September 12	Galaxy Night 5k Run & 2K Walk	\$30/\$35

Aquatics

Pool open June 15 - August 8

Swim Lessons

Session I, June 15 - June 25	Monday through Thursday morn/eve instruction; 5 time slots; 6 age and skills-based levels of instruction (option for Saturday morning lessons)	\$60
Session II, June 29 - July 9		\$60
Session III, July 13 - 23		\$60
Session IV, July 27 - Aug 6		\$60
Saturday Swim School, Session 1	Saturdays for 3 weeks, June 20 - July 11	\$22.50
Saturday Swim School, Session 2	Saturdays for 4 weeks, July 18 - August 8	\$30
Private Lessons	Friday sessions	\$30

Lifeguard Certification Course

March 30-April 3	Red Cross LG certification course. Open enrollment upon certification participants are offered interviews.	\$220
April 25, 26, 27, May 2, 3, 4		

Water Safety Instructor Certification

Session I, May & June	Red Cross WSI certification course.	Inservice training
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Morning Water Aerobics

M, Tu, Th, F, 7 am	45-minute instructor led water exercises	\$4/\$7
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Lap Swimming Sessions

Mon - Sat, 8:00 am	Drop-in sessions; 50 min, divided swim lanes, circle swimming format	\$4/\$7
Mon - Sat, 7:45 pm		\$4/\$7

Fun Swim Sessions

Mon - Fri 1 - 4 pm	Public Recreational Swim	\$4/\$7
Friday, July 31 and Aug 7	Evening, Swim-In Movie	\$4/\$7
Saturdays 5:30 pm - 8:00 pm	Inflatable Obstacle Course	\$6/\$10
Summer Swim Pass	Individual and family of 4 passes	\$30/\$100

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



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: February 10, 2026

Meeting Date: February 17, 2026

Subject: Budget Report for the Six Months Ending December 31, 2025

Recommendation:

It is recommended that Council:

1. Receive and file the Mid-Year Budget Report for FY2025-26
2. Adopt Resolution No. 26-XX amending the FY2025-26 General Fund and Special Revenue Fund Budgets as identified in Exhibits A and B

Prior Review:

Discussion:

The attached report summarizes the Town's General Fund fiscal performance through the first six months of the current fiscal year. As indicated in the report, the Town's fiscal performance for the first six months is in line with the levels included in the FY2025-26 budget as amended. Although expenditures track evenly throughout the fiscal year, revenues are normally received later in the year.

The proposed amendments to the FY2025-26 General Fund Budget revenues are to accommodate changes in revenue projections based on actual receipts year-to-date and estimates through the end of FY2025-26. Property Tax is projected to increase from the current amended budget by \$670,000 due to higher vehicle in lieu fees. In addition, annual investment revenues are projected to increase by \$325,000 due to the ongoing cash investments coordinated through Chandler Investments. Transient Occupancy Taxes are projected to be increased by \$100,000, respectively, based on year-to-date receipt trends. Sales tax revenues are projected to decrease through year-end, based on year-to-date trends aligned with Town consultant projections, with the majority of reductions due to lower spending activity across industries. The total proposed reduction in sales tax revenues is \$200,000.

The proposed amendments to the FY2025-26 General Fund Budget expenditures will accommodate the anticipated expenditures related to operating costs through year-end. The

proposed adjustments are recommended to better align the budget with actual expenditures along with increases requested by department supervisors for expanded programs and services that would not be accommodated within the current amended budget for FY2025-26. The proposed amendments to the Special Revenue Fund Budgets are proposed primarily to accommodate transactions for projects within the special revenue funds specified below.

General Fund

Operating Adjustments

The proposed appropriations are listed in Exhibit A and total \$350,000 of General Fund expenditures. These recommended appropriations are to accommodate needs requested by departments to accommodate estimated costs through FY2025-26 and correct projected cost calculations implemented at the beginning of the budget year. Total increases in operating supplies and services is \$350,000 to accommodate increases in professional services, utility rates, and insurance.

Special Revenue Funds

Gas Tax Fund 515

The Gas Tax Fund 515 contracted professional services are projected to increased by \$75,000 to accommodate the current street sweeping contract, which includes increased costs due to prevailing wage requirements and clean-up from local storm activity.

Measure I Fund 524

The Measure I Fund 524 revenues are projected to decrease by \$150,000 due to declining revenues projected year-to-date.

Capital Projects Reserve 800

A total of \$182,000 in capital project reserves is recommended for allocation to accommodate vehicle and software capital replacement projects.

Measure Y - Town Essential Services Fund 801

The Measure Y Fund 801 revenues projections are recommended to decrease by \$200,000 due to reduced levels of sales activity, which aligns with state-wide and county trends. Additional adjustments include the appropriations to complete the Museum Expansion Project design services, expanded Senior Programming and additional facility equipment purchases to coincide with the completion of the Senior Center Modernization project completion in March 2026.

Measure Z - Sewer Assessment Assistance Fund 802

The Measure Y Fund 801 revenues projections are recommended to decrease by \$200,000 due to reduced levels of sales activity, which aligns with state-wide and county trends.

Alternatives

None recommended; Town Council can provide alternative direction as desired.

Fiscal Impact:

The Town's first six months results are currently generally aligned with the financial plan

incorporated in the FY2025-26 amended budget.

Total proposed General Fund revenue increases are \$945,000, with proposed additional expenditures totaling \$350,000. The General Fund operating reserves are projected at 62% of expenditures, within the Council approved Reserve Policy.

Attachments

1. Mid-Year Budget Report 2025-26
2. Exhibit B - Special Revenue Funds 2.17.26
3. Exhibit A - General Fund Budget Summary FY24-26 2.17.26
4. FY25-26 Mid-Year Budget Reso 26-XX



Town of Yucca Valley
Mid-Year Budget Report
Fiscal Year 2025-26

December 31, 2025

Town of Yucca Valley

**General Fund Revenues and Expenditures
Mid-Year Budget Report**

December 31, 2025

REVENUES	Current Year FY2025-26			Prior Year FY2024-25		
	Amended Budget	Revenue Year to Date	% of Budget	Amended Budget	Revenue Year to Date	% of Budget
Property Tax	\$ 7,113,200	\$ 2,601,162	36.57%	\$ 7,004,625	\$ 2,462,318	35.15%
Sales Tax - Bradley-Burns	4,950,000	1,582,260	31.96%	4,600,000	1,555,804	33.82%
Transient Occupancy Tax	3,950,000	1,565,937	39.64%	3,800,000	1,486,158	39.11%
Franchise Fees	1,447,900	170,542	11.78%	1,407,300	234,516	16.66%
Interest	625,000	766,097	122.58%	1,050,000	777,622	74.06%
Animal Services	587,290	281,543	47.94%	557,335	267,325	47.96%
Community Development	974,000	455,527	46.77%	944,000	563,671	59.71%
Administrative/Other	447,760	189,258	42.27%	533,860	310,653	58.19%
Community Services	189,000	80,545	42.62%	176,000	95,420	54.22%
Total Revenues	\$ 20,284,150	\$ 7,692,870	37.93%	\$ 20,073,120	\$ 7,753,487	38.63%

EXPENDITURES	Current Year FY2025-26			Prior Year FY2024-25		
	Amended Budget	Expenditures Year to Date	% of Budget	Amended Budget	Expenditures Year to Date	% of Budget
Personnel Services	\$ 7,261,976	\$ 3,416,079	47.04%	\$ 6,787,447	\$ 2,983,068	43.95%
Contract Safety	6,477,373	2,945,571	45.47%	6,051,000	2,879,227	47.58%
Operating Supplies and Services	5,404,379	3,087,975	57.14%	5,526,923	2,994,941	54.19%
Partnerships	170,000	141,950	83.50%	165,000	136,920	82.98%
Capital Projects	183,388	35,604	19.41%	177,217	28,398	16.02%
Debt Service	1,330,000	1,330,000	100.00%	1,300,000	1,300,000	100.00%
Total Expenditures	\$ 20,827,116	\$ 10,957,179	52.61%	\$ 20,007,587	\$ 10,322,554	51.59%

Town of Yucca Valley

Mid-Year Budget Report Fiscal Year 2025-26

Mid-Year Financial Highlights

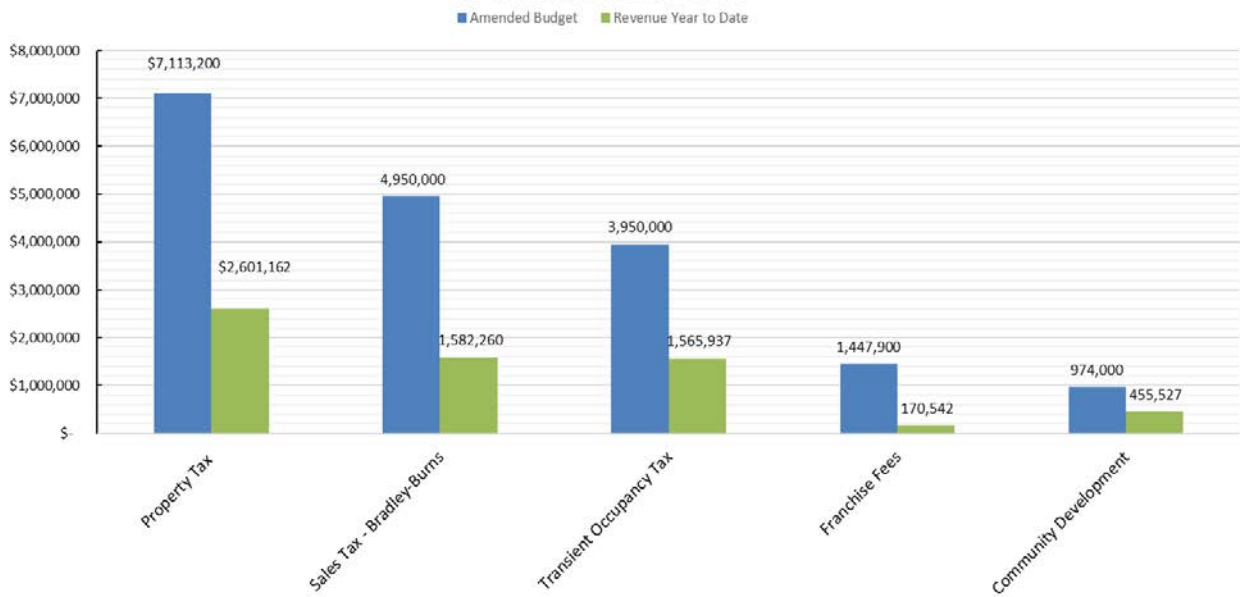
Revenues

- Property tax revenues increased by \$138,843 over the same period last year due primarily to document transfer taxes and a slight increase in residual property tax.
- The Bradley Burns Sales and Use Tax has increased by \$26,456 compared to last year. Sales Tax revenues are expected to demonstrate slow growth due to reallocation of online sales revenues throughout the state and reduced fuel sales.
- Transient Occupancy Tax revenue increased in comparison to the prior year due to increased hotel revenues and continued tourism. Year-to-date TOT revenues are trending in line with current budget expectations.
- Franchise Fees decreased in comparison to the prior fiscal year due to timing of the receipt of solid waste franchise fees revenues. Year-to-date franchise revenues are trending in line with current budget expectations.
- Interest income has decreased by \$11,525 due to a decrease in interest rates.
- Community Development revenues decreased by \$108,144 in comparison to the same period in the prior year. Reductions in building inspections and encroachment permit activities have contributed to this decrease, along with the extended STVR permit period resulting in a reduction of permit fee revenue in the current fiscal year.
- Administrative revenues have decreased by \$121,395 in comparison to the prior year primarily due to the sale of town assets in the prior year.

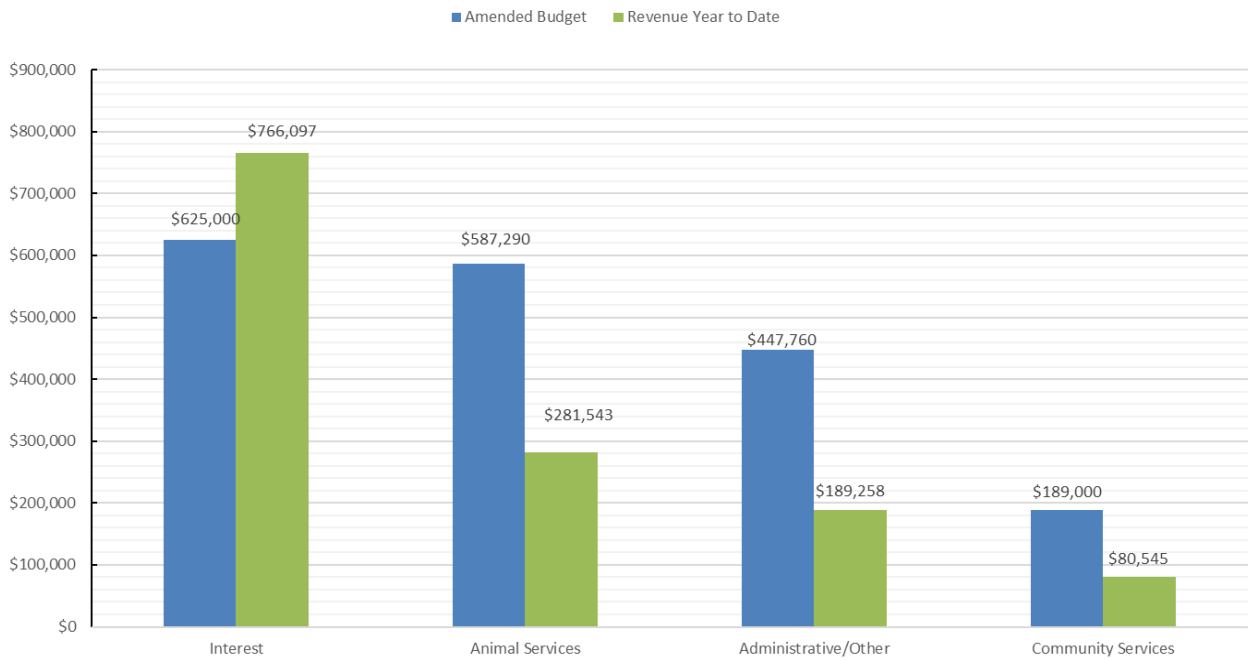
Expenditures

- Personnel services increased from last year due to vacant positions being filled. Annual personnel service costs are expected to align with budgeted expectations as recruitment for budgeted positions are completed.
- Year-to-date Capital project expenditure includes the Animal Shelter facility payment costs.
- Contract safety costs have increased from the prior year by \$66,344 and total contact safety costs are in line with the current budget.
- Operating Supplies and Services have increased from the previous year. Increases in professional services, utility rates, and insurance costs have contributed to the year-to-date increase.

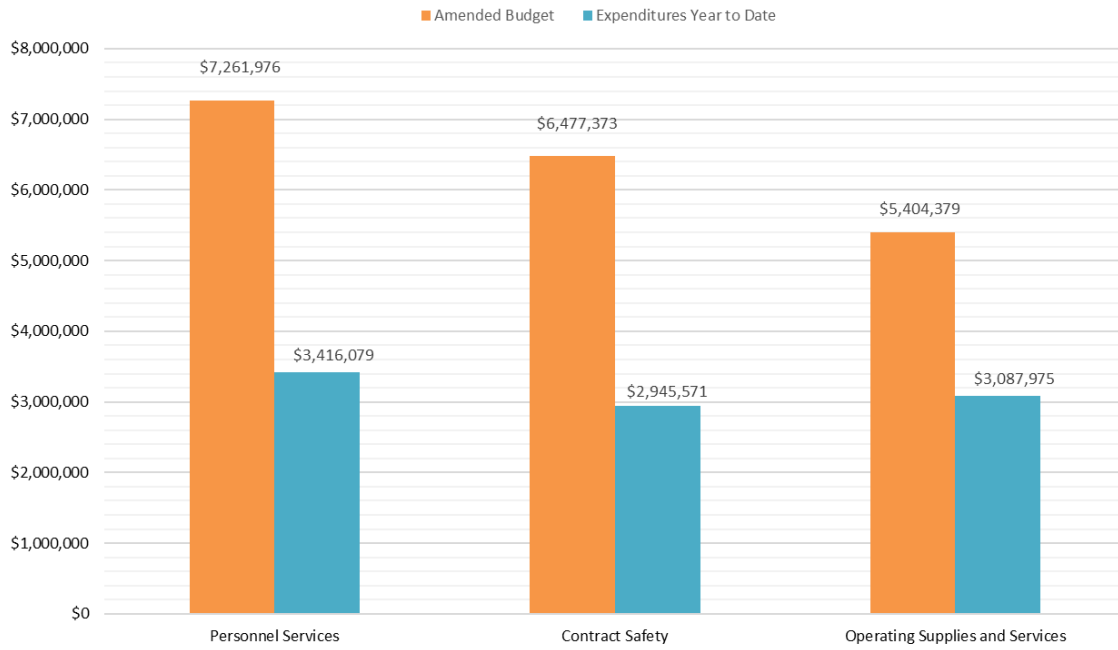
Town of Yucca Valley Major Revenue Sources December 31, 2025



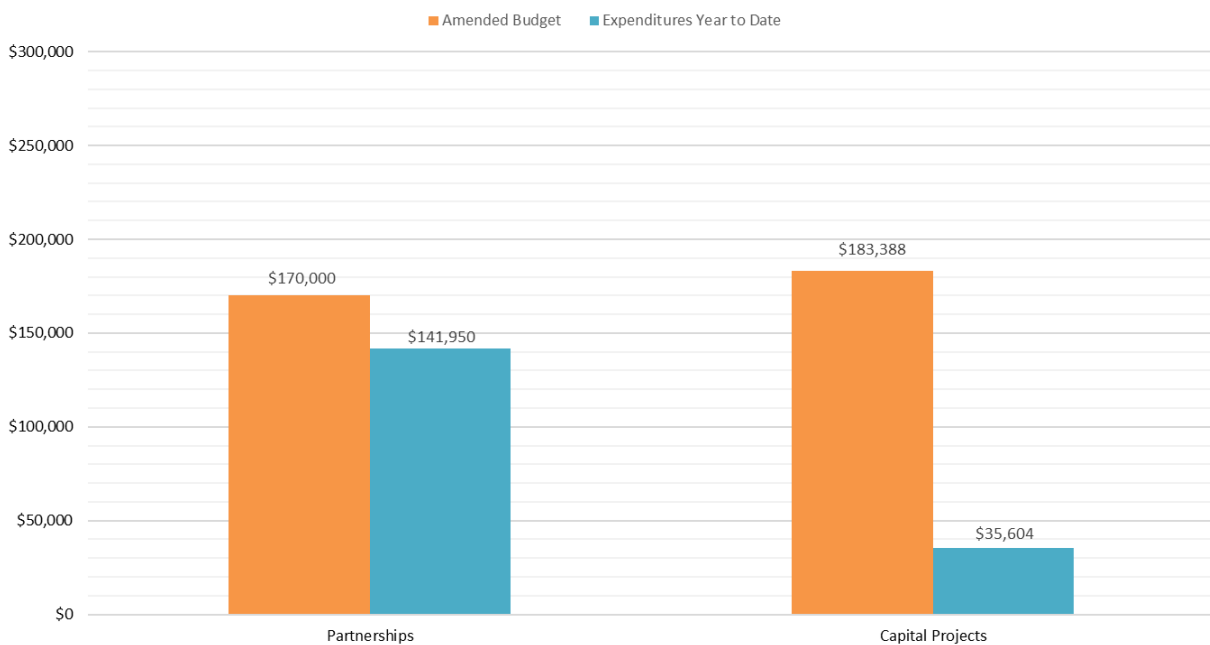
Town of Yucca Valley Other Revenue Sources December 31, 2025



Town of Yucca Valley Major Expenditure Categories December 31, 2025



Town of Yucca Valley Other Expenditure Categories December 31, 2025



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

515 - Gas Tax	2024-25		2025-26		
	Amended Budget	Year-End Actual	Adopted Budget	Proposed Amendment	Amended Budget
RECEIPTS					
Highway Users Tax 2103 (Prop 42 Replc)	\$ 193,522	\$ 207,635	\$ 199,328		\$ 199,328
Highway Users Tax 2105	135,296	135,370	139,355		139,355
Highway Users Tax 2106	86,676	89,692	89,276		89,276
Highway Users Tax 2107	184,901	179,577	190,448		190,448
Highway Users Tax 2175	5,000	5,000	5,150		5,150
Interest	2,000	4,543	2,060		2,060
TOTAL RECEIPTS	607,395	621,817	625,617	-	625,617
EXPENDITURES					
Personnel	151,000	97,268	156,650	-	156,650
Supplies & Services	673,600	545,366	616,150	75,000	691,150
Indirect Recovery	50,000	50,000	50,000	-	50,000
TOTAL EXPENDITURES	874,600	692,634	822,800	75,000	897,800
CAPITAL OUTLAY					
Berm Repair Project	100,000	100,593	-	-	-
Vehicle replacement	50,000	39,469	50,000	-	50,000
TOTAL CAPITAL OUTLAY	150,000	140,062	50,000	-	50,000
OPERATING TRANSFERS IN (OUT)					
Transfer IN (OUT)- General Fund Reserves	-	-	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	-	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE	(417,205)	(210,878)	(247,183)	(75,000)	(322,183)
BEGINNING FUND BALANCE	727,446	727,446	516,567		516,567
ENDING FUND BALANCE	\$ 310,240	\$ 516,567	\$ 269,383		\$ 194,383

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

515 - Gas Tax	2024-25		2025-26		
	Amended Budget	Year-End Actual	Adopted Budget	Proposed Amendment	Amended Budget
<u>55-59 Streets Operations</u>					
Salaries	94,000	66,576	98,000		98,000
Salaries - Temporary	-	-	-		-
Salaries - Overtime	5,000	819	5,500		5,500
Standby	3,500	-	3,500		3,500
FICA Medicare	2,500	898	2,500		2,500
Health Care	28,500	18,619	29,000		29,000
Workers' Comp	3,000	1,997	3,150		3,150
Life & Disability	1,200	613	1,500		1,500
Unemployment Insurance	1,700	1,165	1,800		1,800
Retirement	10,000	5,251	10,000		10,000
OPEB	1,600	1,331	1,700		1,700
Personnel	151,000	97,268	156,650	-	156,650
Signs	135,000	72,648	50,000		50,000
Clothing	6,000	4,183	5,200		5,200
Maintenance Supplies	125,000	91,423	130,000		130,000
Tools & Equipment	5,100	4,872	5,100		5,100
Professional Services	107,000	119,990	107,000		107,000
Contracted Prof. Services	230,000	198,379	250,000	75,000	325,000
Utilities- Electricity	15,000	18,058	16,500		16,500
Utilities - Water/Eddy Valve	5,500	4,678	6,000		6,000
Rental of Equipment	8,300	1,217	8,550		8,550
Maintenance - Equip	34,700	28,965	35,800		35,800
Conferences	1,000	954	1,000		1,000
Meetings & Travel	1,000	-	1,000		1,000
Supplies & Services	673,600	545,366	616,150	75,000	691,150

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

524 - Measure I - 2010 Unrestricted	2024-25		2025-26		
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS					
Revenue SANBAG 2010 Unrestricted	\$ 850,000	\$ 986,568	\$ 1,000,000	\$ (150,000)	\$ 850,000
Interest	10,000	13,796	10,000	-	10,000
TOTAL RECEIPTS	860,000	1,000,363	1,010,000	(150,000)	860,000
EXPENDITURES					
Personnel	364,800	332,746	372,700	-	372,700
TOTAL EXPENDITURES	364,800	332,746	372,700	-	372,700
CAPITAL OUTLAY					
Work in Progress	1,918,600	235,679	2,408,355	-	2,408,355
TOTAL CAPITAL OUTLAY	1,918,600	235,679	2,408,355	-	2,408,355
OPERATING TRANSFERS IN (OUT)					
Transfer IN (OUT) - Fund 536	487,094	484,839	-	-	-
TOTAL OPERATING TRANSFERS IN (OUT)	487,094	484,839	-	-	-
INCREASE (DECREASE) IN FUND BALANCE					
	(936,306)	916,778	(1,771,055)	(150,000)	(1,921,055)
BEGINNING FUND BALANCE	1,279,096	1,279,096	2,195,874		2,195,874
ENDING FUND BALANCE	\$ 342,790	\$ 2,195,874	\$ 424,818		\$ 274,818

524 - Measure I - Unrestricted Work in Progress Detail	2024-25		2025-26		
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget
Salaries	225,500	196,365	230,000	-	230,000
Salaries - Overtime	9,000	4,090	9,000	-	9,000
Standby	3,500	2,710	4,000	-	4,000
FICA Medicare	3,000	3,143	3,200	-	3,200
Health Care	56,500	54,035	58,000	-	58,000
Workers' Comp	7,500	6,015	7,800	-	7,800
Life & Disability	1,500	1,763	1,500	-	1,500
Unemployment Insurance	4,300	3,509	4,500	-	4,500
Retirement	50,000	57,105	50,500	-	50,500
OPEB	4,000	4,010	4,200	-	4,200
Indirect Cost Recovery Personnel Total	364,800	332,746	372,700	-	372,700
Indirect Cost Recovery	50,000	50,000	50,000	-	50,000
Median Maintenance	65,000	61,215	65,000	-	65,000
Street Lights	62,000	57,409	62,000	-	62,000
Signal Maintenance Contract	-	-	-	-	-
Annual Traffic Census	12,600	11,435	12,600	-	12,600
SB743 Traffic Study	-	-	9,500	-	9,500
Traffic Studies	50,000	49,875	-	-	-
Congestion Management Plan	-	-	4,000	-	4,000
Palm Avenue Widening & Parking Lot	150,000	1,248	148,752	-	148,752
Yucca Mesa Widening -Buena Vista Intersection	100,000	2,097	417,903	-	417,903
Yucca Trail Widening -Palomar to La Contenta	200,000	2,400	197,600	-	197,600
Package A Crack Seal	1,229,000	-	1,229,000	-	1,229,000
Package C Crack Seal	-	-	212,000	-	212,000
	1,918,600	235,679	2,408,355	-	2,408,355

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

800 - Capital Projects Reserve	2024-25		2025-26		
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS					
State Grant Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Recovery	50,000	-	50,000	-	50,000
TOTAL RECEIPTS	50,000	-	50,000	-	50,000
CAPITAL OUTLAY					
Construction Projects	3,754,058	3,080,008	724,050	-	724,050
Capital Replacement	572,661	108,303	940,082	82,493	1,022,575
Vehicle & Equipment Replacement	772,342	745,918	376,424	100,000	476,424
Capital Maintenance	1,142,000	542,896	612,752	-	612,752
TOTAL CAPITAL OUTLAY	6,241,061	4,477,126	2,653,307	182,493	2,835,800
OPERATING TRANSFERS IN (OUT)					
Transfer IN (OUT)- Fund 001	500,000	500,000	500,000	-	500,000
Transfer IN (OUT)- Fund 001	11,000	11,000	9,500	-	9,500
Transfer IN (OUT)- Fund 001	3,500,000	3,500,000	2,000,000	-	2,000,000
Transfer IN (OUT) - Fund 536	-	-	-	-	-
Transfer IN (OUT)- Fund 572	(4,500,000)	-	(4,500,000)	-	(4,500,000)
Transfer IN (OUT)- Fund 574	(407,000)	-	(407,000)	-	(407,000)
Transfer IN (OUT)- Fund 801	150,000	150,000	-	-	-
	(746,000)	4,161,000	(2,397,500)	-	(2,397,500)
INCREASE (DECREASE) IN FUND BALANCE					
	(6,937,061)	(316,126)	(5,000,807)	(182,493)	(5,183,300)
UNASSIGNED CAP RESERVE FUND					
Unassigned Cap Reserve Fund	8,547,811	9,456,387	9,763,144	-	9,763,144
Town Wide Infrastructure Reserve	-	1,374,317	-	-	-
Specialized Professional Services Reserve	52,322	52,322	52,322	-	52,322
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	-	1,000,000	-	1,000,000
Unspent Bond Proceeds-Sewer Design	30,526	173,235	159,587	-	159,587
Fleet Reserve	428,634	503,032	268,114	-	268,114
BEGINNING FUND BALANCE	11,559,294	11,559,293	11,243,167	-	11,243,167
UNASSIGNED PROF. SERVICES RESERVE					
Unassigned Cap Reserve Fund	1,937,092	8,263,144	3,046,582	-	2,964,089
Specialized Prof. Services Reserve	2,322	52,322	50,000	-	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	2,500,000	2,500,000	-	2,500,000
Unspent Bond Proceeds-Sewer Design	15,526	159,587	144,587	-	144,587
Fleet Reserve	167,292	268,114	501,190	-	401,190
ENDING FUND BALANCE	\$ 4,622,233	\$ 11,243,167	\$ 6,242,360	\$ (182,493)	\$ 6,059,867
Construction Projects					
Project Detail					
Town Hall Redesign	369,355	119,735	249,620	-	249,620
Public Buildings Design/Renov	100,000	-	100,000	-	100,000
Tri Valley Maintenance	123,495	-	173,495	-	173,495
Old Town Beautification	3,076,208	2,960,273	115,935	-	115,935
Town Property - Utility Undergrounding	85,000	-	85,000	-	85,000
	3,754,058	3,080,008	724,050	-	724,050
Capital Replacement Program					
Cap Projects- Contingency	156,000	16,425	200,000	-	200,000
Financial Software	17,507	-	17,507	82,493	100,000
Admin Services Masterplan Projects	50,000	-	110,000	-	110,000
Community Center HVAC Replacement	-	-	165,000	-	165,000
TriValley Shade Sail Replacement	-	-	200,000	-	200,000
CC Masterplan - CEQA	117,154	89,579	27,575	-	27,575
Open Spaces & Conservation Element Plan	120,000	-	120,000	-	120,000
Town Property Acquisition	100,000	2,300	100,000	-	100,000
	572,661	108,303	940,082	82,493	1,022,575
Vehicle and Equipment Replacement					
Vehicle/Equipment Repl	772,342	745,918	376,424	100,000	476,424
Capital Maintenance Program	772,342	745,918	376,424	100,000	476,424
Public Works					
Berm Repairs	927,000	397,296	529,704	-	529,704
Concrete Repairs	200,000	131,952	68,048	-	68,048
Sewer Assessment Fees	15,000	13,648	15,000	-	15,000

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

801-Town Essential Services	2024-25		2025-26		
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget
RECEIPTS					
Sales Tax	\$ 2,600,000	\$ 2,756,833	2,950,000	(200,000)	2,750,000
Interest Income	25,000.00	25,341.89	20,000		20,000
TOTAL RECEIPTS	2,625,000	2,782,175	2,970,000	(200,000)	2,770,000
EXPENDITURES					
Indirect Cost Recovery	96,000	96,000	120,000	(16,500)	103,500
Measure Communication Services	30,000	28,960	30,000		30,000
Sales Tax Admin Costs	4,000	2,731	4,000		4,000
TOTAL EXPENDITURES	130,000	127,691	154,000	(16,500)	137,500
CAPITAL OUTLAY					
Work in Progress	3,039,388	2,137,698	3,808,841	65,000	3,873,841
TOTAL CAPITAL OUTLAY	3,039,388	2,137,698	3,808,841	65,000	3,873,841
OPERATING TRANSFERS IN (OUT)					
Transfer In (Out) - Fund 800	(150,000)	(150,000)	-	-	-
Transfer In (Out) - Fund 574	(360,000)		(360,000)	-	(360,000)
Transfer In (Out) - Fund 572	(1,500,000)	-	(1,500,000)	-	(1,500,000)
	(2,010,000)	(150,000)	(1,860,000)	-	(1,860,000)
INCREASE (DECREASE) IN FUND BALANCE					
	(2,554,388)	366,789	(2,852,841)	(248,500)	(3,101,341)
BEGINNING FUND BALANCE					
	3,386,621	3,386,621	3,753,410		3,428,610
ENDING FUND BALANCE					
	\$ 832,233	\$ 3,753,410	\$ 900,569		\$ 327,269
Work in Progress Detail					
Maintenance of Existing Essential Public Safety	930,000	930,000	1,074,244	-	1,074,244
Slurry Seal	-	1,552	1,250,000	-	1,250,000
Crack Sealing	-	-	250,000	-	250,000
Emergency Dirt Road Maintenance	100,000	-	100,000	-	100,000
Infrastructure Contingency	100,000	17,800	200,000	(100,000)	100,000
Town Recreation and Park Improvements	470,000	480,444	-	-	-
Infrastructure Projects	670,000	499,797	1,800,000	(100,000)	1,700,000
Expanded Senior Programming	80,000	94,467	85,000	65,000	150,000
Senior Center Improvements (w/ Parking Lot)	155,999	107,377	48,622	50,000	98,622
Community Non-Profit Partnerships	100,000	100,000	100,000	-	100,000
Homelessness Program	100,000	-	100,000	-	100,000
Museum Improvements	50,000	-	50,000	50,000	100,000
QOL - Vector Control Services	66,000	66,062	70,000	-	70,000
SR 62 Beautification - Monument Signs	435,000	-	435,000	-	435,000
CA Welcome Center Roof Maintenance	250,000	185,563	-	-	-
Sports Complex Masterplan	27,032	25,049	-	-	-
Community-Wide QOL Program - CC Athletics Masterplan	175,357	129,382	45,975	-	45,975
	3,039,388	2,137,698	3,808,841	65,000	3,873,841

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

802 Sewer Assessment Assistance	2024-25		2025-26		
	Amended Budget	Year-End Actual	Adopted Budget	Proposed Amendment	Amended Budget
RECEIPTS					
Measure Z Sales Tax	\$ 2,600,000	\$ 2,756,833	\$ 2,950,000	\$ (200,000)	\$ 2,750,000
Interest Income	5,000	6,650	5,000	-	5,000
TOTAL RECEIPTS	2,605,000	2,763,483	2,955,000	(200,000)	2,755,000
EXPENDITURES					
Measure Communication Services	25,000	28,960	25,000	-	25,000
Pass Through to HDWD	2,460,000	2,645,534	3,584,370	-	3,584,370
Sales Tax Admin Costs	125,000	114,914	120,000	(16,500)	103,500
TOTAL EXPENDITURES	2,610,000	2,789,409	3,729,370	(16,500)	3,712,870
OPERATING TRANSFERS IN (OUT)	-	-	-	-	-
INCREASE (DECREASE) IN FUND BALANCE	(5,000)	(25,927)	(774,370)	(183,500)	(957,870)
BEGINNING FUND BALANCE	\$ 735,867	\$ 735,867	\$ 709,940		\$ 709,940
ENDING FUND BALANCE	\$ 730,867	\$ 709,940	\$ (64,430)		\$ (247,930)

Notes

1. Estimated annual revenue increased to reflect projected actuals.
2. Admin cost based on 5% of revenues to cover finance costs, communication plan, outreach.

Town of Yucca Valley General Fund Budget Summary

	Amended FY24-25	Year-End FY24-25	Amended FY25-26	Proposed Amendments	Amended FY25-26
REVENUES					
Property Tax	\$ 7,004,625	\$ 7,948,701	\$ 7,113,200	\$ 670,000	\$ 7,783,200
Sales Tax - Bradley-Burns	4,600,000	4,704,093	4,950,000	(200,000)	4,750,000
Franchise	1,407,300	1,414,342	1,447,900		1,447,900
Transient Occupancy Tax	3,800,000	4,315,179	3,950,000	100,000	4,050,000
Interest	1,050,000	1,860,312	625,000	375,000	1,000,000
Animal Services Budget	557,335	482,234	587,290	-	587,290
Community Development Budget	944,000	1,084,925	974,000		974,000
Administrative/Other	533,860	557,218	447,760		447,760
Community Services Budget	176,000	212,651	189,000		189,000
Total Revenues	20,073,120	22,579,655	20,284,150	945,000	21,229,150
EXPENDITURES					
Personnel Services	6,787,447	6,313,988	7,261,976	-	7,261,976
Contract Safety	6,051,000	5,932,653	6,477,373		6,477,373
Operating Supplies & Services	5,526,923	4,733,990	5,404,379	350,000	5,754,379
Partnerships	165,000	156,920	170,000		170,000
Capital Projects	177,217	102,784	183,388		183,388
Debt Service Payment	1,330,000	1,330,000	1,330,000		1,330,000
Total Expenditures	20,037,587	18,570,335	20,827,116	350,000	21,177,116
Excess (deficiency) of revenue over expenditures	35,533	4,009,320	(542,966)	595,000	52,034
OTHER FINANCING SOURCES					
Transfer In	54,000	54,000	54,000		54,000
Transfers Out	(4,086,000)	(4,086,000)	(2,836,500)		(2,836,500)
Total Other Funding Sources	(4,032,000)	(4,032,000)	(2,782,500)		(2,782,500)
Net Change in Fund Balances	(3,996,467)	(22,680)	(3,325,466)		(2,730,466)
Fund Balance, Beginning of Year	22,626,082	22,626,082	22,603,401		22,603,401
Fund Balance, End of Period	\$ 18,629,615	\$ 22,603,401	\$ 19,277,935		\$ 19,872,935
Fund Balance Summary					
Unassigned Reserves	12,393,779	16,118,878	12,543,111		13,188,111
Nonspendable	200,000	200,000	200,000	(50,000)	150,000
Restricted	3,035,835	3,284,524	3,534,824		3,534,824
Assigned-Risk Management	500,000	500,000	500,000		500,000
Assigned-Catastrophic	1,500,000	1,500,000	1,500,000		1,500,000
Assigned-Retiree Obligation	1,000,000	1,000,000	1,000,000	-	1,000,000
Assigned-Other	-	-	-		-
Ending Fund Balance	18,629,615	22,603,401	19,277,935		19,872,935
Operating Reserves (% of Expend)	62%	87%	60%		62%

FY2025-2026**Mid Year Budget Adjustments****Revenues**

Property Tax	670,000
Sales Tax - Bradley-Burns	(200,000)
Transient Occupancy Tax	100,000
Interest	375,000
Total Revenue	<u>945,000</u>

Expenditures

Parks - Operating Supplies	10,000
Community Relations - 35th Anniversary	15,000
Economic Development - Prof Services	100,000
Recreation - B&G Club Facility Use Pymt	63,000
Recreation - New Programs	35,000
HR - Claims	12,000
Legal Professional Services	40,000
Insurance	10,000
HR - Operating & Services	15,000
Sponsored Adoptions	50,000
Total Expenditures	<u>\$ 350,000</u>

RESOLUTION NO. 26-XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 AMENDED BUDGET.**

WHEREAS, the Town of Yucca Valley adopts an annual operating and special revenue budget; and

WHEREAS, from time to time it is necessary to amend the budgets based upon changing circumstances which materially affect the projected revenues, expenditures or transfers of the Town; and

WHEREAS, programs and projects are expanded or contracted as funding become available or as the needs of such programs or projects differ materially from that originally encompassed by the adopted budget plan.

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

Section 1. Amend the Fiscal Year 2025-26 General Fund Revenue Fund budget as identified in Exhibit A and Special Revenue Fund budgets as identified in Exhibit B.

APPROVED AND ADOPTED THIS 17th day of February 2026.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: February 10, 2026

Meeting Date: February 17, 2026

Subject: AB1234 Reporting Requirements

Recommendation:

Receive and file the AB1234 Reporting Requirement Schedule for the month of January 2026.

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 January 2026

Town of Yucca Valley
Council Member AB1234 Meeting Schedule
January 2026

Date of Travel	Organization	Description	Location
Mayor Merl Abel			
01/21/26-01/23/26	League of California Cities	2026 Mayors and Council Members Academy	Sacramento, CA
Mayor Pro Tem Jim Schooler			
No reportable meetings			
Council Member Rick Denison			
01/07/26	SBCTA	Board of Directors Meeting	San Bernardino, CA
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, Jordan Gumbish, Finance Manager

Date: February 10, 2026

Meeting Date: February 17, 2026

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$289,795.91 dated January 02, 2026, \$300,686.47 dated January 16, 2026, and \$249,184.28 dated January 30, 2026.

Ratify the Warrant Registers totaling \$5,262,375.28 for the period January 1, 2026, to January 31, 2026.

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 - January 02, 2026
2. Payroll Register - January 16, 2026
3. Payroll Register - January 30, 2026
4. Warrant Register 01.01.2026-01.31.2026.



TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - January 02, 2026

Fund Distribution Breakdown



Fund Distribution

General Fund	\$272,503.32
Gas Tax Fund	4,128.92
Measure I Fund	10,489.61
Measure Y Fund	2,674.06

Grand Total Payroll \$289,795.91

Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 01/02/2026
(December 13, 2025 - December 26, 2025)
Checks: 5805 - 5805

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	855.22	0.00	855.22
Direct Deposit	148,231.99	0.00	148,231.99
Sub-total	149,087.21		149,087.21
<u>Employee Tax Withholding</u>			
Federal	19,556.10		19,556.10
Medicare	2,791.01	2,791.05	5,582.06
Medicare Surtax	-	-	-
State	8,456.12		8,456.12
Sub-total	30,803.23	2,791.05	33,594.28
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		-	-
Deferred Compensation	7,255.77	3,833.15	11,088.92
PERS Survivor Benefit	49.00		49.00
Health Caf� Plan	4,417.88	19,121.80	23,539.68
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	459.39		459.39
PERS EE - Contribution 7.75 %	6,811.05		6,811.05
PERS EE - Contribution 7%	1,300.43		1,300.43
PERS EE - Contribution 8%	4,660.36		4,660.36
PERS Retirement - Employer 7.96%	-	6,995.61	6,995.61
PERS Retirement - Employer 10.19%	-	1,893.06	1,893.06
PERS Retirement - Employer 15.30%	-	8,912.98	8,912.98
PERS UAL Retirement - Employer 41.55%	-	24,204.79	24,204.79
Wage Garnishment - Employee	1,238.54	-	1,238.54
Life & Disability Insurance		1,671.98	1,671.98
Pension Fund Stabalization		1,697.70	1,697.70
Other Post Employee Benefit's		3,395.40	3,395.40
Unemployment Insurance		3,264.03	3,264.03
Workers' Compensation		5,595.43	5,595.43
Sub-total	26,528.49	80,585.93	107,114.42
Gross Payroll	\$206,418.93	\$83,376.98	\$289,795.91
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - January 16, 2026

Fund Distribution Breakdown


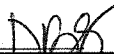
Fund Distribution

General Fund	\$283,560.02
Gas Tax Fund	4,308.21
Measure I Fund	10,924.21
Measure Y Fund	1,894.03

Grand Total Payroll \$300,686.47

Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 01/16/2026
(December 27, 2025 - January 09, 2026)
Checks: 5806 - 5806

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	722.91	0.00	722.91
Direct Deposit	149,853.32	0.00	149,853.32
Sub-total	150,576.23		150,576.23
<u>Employee Tax Withholding</u>			
Federal	19,614.08		19,614.08
Medicare	2,869.07	2,869.02	5,738.09
Medicare Surtax	-	-	-
State	8,506.39		8,506.39
Sub-total	30,989.54	2,869.02	33,858.56
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	7,615.44	7,224.53	14,839.97
PERS Survivor Benefit	57.00		57.00
Health Café Plan	5,305.62	22,774.86	28,080.48
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	459.39		459.39
PERS EE - Contribution 7.75 %	7,032.50		7,032.50
PERS EE - Contribution 7%	1,366.93		1,366.93
PERS EE - Contribution 8%	4,659.81		4,659.81
PERS Retirement - Employer 7.96%	-	7,223.06	7,223.06
PERS Retirement - Employer 10.19%	-	1,989.87	1,989.87
PERS Retirement - Employer 15.30%	-	8,911.90	8,911.90
PERS UAL Retirement - Employer 41.55%	-	24,201.90	24,201.90
Wage Garnishment - Employee	1,181.45	-	1,181.45
Life & Disability Insurance		1,627.03	1,627.03
Pension Fund Stabilization		1,756.17	1,756.17
Other Post Employee Benefit's		3,512.33	3,512.33
Unemployment Insurance		3,321.64	3,321.64
Workers' Compensation		5,694.18	5,694.18
Sub-total	28,014.21	88,237.47	116,251.68
Gross Payroll	\$209,579.98	\$91,106.49	\$300,686.47
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
 Pay Period - Paid 01/30/2026
 (January 10, 2026 - January 23, 2026)
 Checks: 5807 - 5807

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	718.50	0.00	718.50
Direct Deposit	142,388.20	0.00	142,388.20
Sub-total	143,106.70		143,106.70
<u>Employee Tax Withholding</u>			
Federal	17,518.00		17,518.00
Medicare	2,584.79	2,584.77	5,169.56
Medicare Surtax	-	-	-
State	7,569.74		7,569.74
Sub-total	27,672.53	2,584.77	30,257.30
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	22.96	22.96
Deferred Compensation	6,619.75	-	6,619.75
PERS Survivor Benefit	-		-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 7.75 %	6,989.61		6,989.61
PERS EE - Contribution 7%	1,300.43		1,300.43
PERS EE - Contribution 8%	4,545.92		4,545.92
PERS Retirement - Employer 7.96%	-	7,179.04	7,179.04
PERS Retirement - Employer 10.19%	-	1,893.06	1,893.06
PERS Retirement - Employer 15.30%	-	8,694.12	8,694.12
PERS UAL Retirement - Employer 41.55%	-	23,610.45	23,610.45
Wage Garnishment - Employee	860.96	-	860.96
Life & Disability Insurance		-	-
Pension Fund Stabilization		1,710.81	1,710.81
Other Post Employee Benefit's		3,421.53	3,421.53
Unemployment Insurance		3,305.32	3,305.32
Workers' Compensation		5,666.32	5,666.32
Sub-total	20,316.67	55,503.61	75,820.28
Gross Payroll	\$191,095.90	\$58,088.38	\$249,184.28
Prepared by HR & Payroll Coordinator: <i>[Signature]</i> Reviewed by HR & Risk Manager: <i>[Signature]</i>			

Town of Yucca Valley

Warrant Register from 1/01/2026 to 1/31/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0065952	Martin Feeney and Rocio Feeney	1/07/2026	Settlement and Release of Claim	1,500.00
EFT	Lincoln 457 (Payroll)	1/13/2026		4,046.38
EFT	PARS	1/13/2026		1,112.21
EFT	Mission Square	1/13/2026		5,930.33
EFT	First Foundation Bank	1/16/2026	Wire Transfer	663,715.40
EFT	Safework, Inc	1/16/2026	Invoices 00000451-18, 476-3	92,065.00
0065955	Raini Ameli Armstrong	1/16/2026	Contracted Instructor, Watercolor Workshop	56.00
0066009	Penny Lee Shadwick	1/16/2026	Contracted Instructor, Knit and Crochet Class	42.00
0065966	California Emergency Services Association	1/16/2026	Membership Renewal thru December 31, 2026	75.00
0065989	Layton Matthews	1/16/2026	Contracted Sports Referee Service	60.00
EFT	RECREONICS	1/16/2026	YVHS Pool Impeller	1,579.89
0066019	Mary Worthen	1/16/2026	Contracted Instructor, Woodcarving Class	22.40
0066002	Marina Veterinary Center	1/16/2026	Veterinarian Services, 12.17.2025	75.00
EFT	Robert Clapper	1/16/2026	YV Aquatic and Recreation Center Construction Project, thru December 31, 2025	761,389.64
EFT	Construction Services Inc American Business Bank	1/16/2026	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#17, period thru 12/31/2025	40,073.14
0065999	Michael A Price	1/16/2026	Replaced Chainlink on Jacobs Park Tennis Court Gate	175.00
0066014	UniFirst Corporation	1/16/2026	Invoices 2200342462, 2200344791, 2200347023, 2200349586	707.84
EFT	Yunex LLC	1/16/2026	Invoices 5610281656, 5610282282, 5620041566, 90005895	1,362.30
EFT	HMC Group dba HMC Architects	1/16/2026	11/25 YV Aquatic Center Project - prop 68	40,000.00
0065997	Gerard Noonan	1/16/2026	10-12/2025 Commisioner Stipend	300.00
0065986	KK RENTS, LLC	1/16/2026	Invoices 251213-00023107-001, 260108-00023485-001	409.60
EFT	Mariposa Landscapes Inc.	1/16/2026	12/25 Landscape Maintenance	9,397.65
EFT	EcoFert, Inc.	1/16/2026	12/25 Monthly Program Fees	2,160.00
0065967	Cart Retrieval, Inc.	1/16/2026	11/2025 Town-Wide Shopping Cart Retrieval Services	980.00
0065985	Hi-Way Safety Rentals, Inc.	1/16/2026	2025 Festival of Lights Parade Traffic Control	1,950.00
0065987	Jakub Kusmieruk	1/16/2026	Program Expenses Reimbursement	75.00
EFT	American Legal Publishing Corp.	1/16/2026	Annual WebHosting Fee, Municipal Code Online, 01/01/2026-01/01/2027	500.00
0065992	Sylvia L Matthews	1/16/2026	Contracted Youth Basketball Referee Service	60.00
0065974	Division of the State Architect	1/16/2026	10-12/2025 CASP Fee Form 786	177.60
EFT	Hermann Design Group, Inc.	1/16/2026	State Highway 62 Improvements, Nov 2025	1,086.25
0065971	Dan's Carpet Cleaning	1/16/2026	Welcome Center Facility Carpet Cleaning	260.00
EFT	WEX Bank	1/16/2026	Fuel	183.77
EFT	WEX Bank	1/16/2026	Fuel	774.20
0065982	James Rodney Henderson	1/16/2026	10-12/2025 Commisioner Stipend	300.00
0066012	Mathew Arthur Thomas	1/16/2026	10-12/2025 Commisioner Stipend	300.00
0065988	Landmark Consultants, Inc	1/16/2026	YV Aquatic & Recreation Center Prop 68, 12/18/25-12/31/25	2,216.50
0066010	Stiles Animal Removal, Inc.	1/16/2026	Dead Animal Disposal	1,200.00
EFT	Tripepi, Smith & Associates, Inc.	1/16/2026	Website Development, Graphic Art Services, Event Video Production, General Account Support	3,086.82
EFT	RHA Landscape Architects-Planners, Inc.	1/16/2026	YV Community Center Athletic Facilities Master Plan, 10/26/2025-11/25/2025	1,300.00
0065970	Dahlin Group, Inc.	1/16/2026	YV Aquatic Center Project Services, thru 11/30/2025	5,530.00

Town of Yucca Valley

Warrant Register from 1/01/2026 to 1/31/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Southwest Networks, Inc.	1/16/2026	Invoices 25-12041SC, 25-12042, 25-12054SC, 25-12055SC, 25-12104, 25-12511	16,162.98
0065956	Arthur Ramirez Gutierrez	1/16/2026	Contracted Youth Basketball Referee Service	60.00
EFT	Burke Williams and Sorensen LLP	1/16/2026	12/25 Professional Services	37,611.55
0066011	Jonathan Clint Stoker	1/16/2026	10-12/2025 Commisioner Stipend	300.00
0066004	Matthew Rauch	1/16/2026	10-12/2025 Commisioner Stipend	150.00
0066016	Alejandro Vasconcelos	1/16/2026	10-12/2025 Commisioner Stipend	300.00
0065995	Victoria Montgomery	1/16/2026	Contracted Instructor, Stretch "N" Tone Class	155.40
0065963	Jeffrey David Brady	1/16/2026	10-12/2025 Commisioner Stipend	150.00
0065953	AIS	1/16/2026	12/25 Copy Charges per Lease	816.65
0065996	MORONGO UNIFIED SCHOOL DISTRICT	1/16/2026	Invoices I25241, T26039	3,062.96
0065954	GREGORY ALLEN REX	1/16/2026	Invoices 10084, 9523	1,977.00
0065957	AT&T MOBILITY	1/16/2026	Cell Phone Service	423.55
0065958	AVALON URGENT CARE INC	1/16/2026	Invoices 30400, 30403, 30407, 30446, 30454, 30492, 30615, 30642, 31016, 31017, 31018	890.00
0065959	Ayers Distributing Company	1/16/2026	Event Supplies - Easter Egg Hunt	2,384.00
0065960	BASIN WIDE FOUNDATION	1/16/2026	Nonprofit Seminar Lunch Sponsor	500.00
0065961	Be CARB Compliant	1/16/2026	2026 Annual CARB Update Certificates	1,286.00
EFT	Parkers Building Supply	1/16/2026	Credit Card Dec 2025	253.28
EFT	BURRTEC WASTE & RECYCLING SERVICES LLC	1/16/2026	Invoices FY24/25, FY25/26	1,587,853.95
0065965	CALIFORNIA BUILDING STANDARDS COM	1/16/2026	SB1473 Fee Report for Oct-Dec 2025	154.80
EFT	CHARLES ABBOTT ASSOCIATES	1/16/2026	12/25 Building Permit and Plan Check Fees	25,156.96
0065969	CoreLogic Solutions LLC, Information Solutions	1/16/2026	RQ2 Nationwide Commitment Package, Dec 2025	637.88
0065972	DEPARTMENT OF CONSERVATION	1/16/2026	Fee Report, Oct-Dec 2025	638.01
0065973	DESERT REGIONAL TOURISM AGENCY	1/16/2026	FY25-26 Community Contract 2of2	60,000.00
EFT	FARMER BROTHERS CO	1/16/2026	Invoices 70660067, 90669939	1,014.14
0065975	FEDEX	1/16/2026	Express Shipping Service	34.10
0065979	Gladwell Govermental Services, Inc.	1/16/2026	FY25-26 Records Retention Legal Review	400.00
0065981	Hinderliter, de Llamas and Associates	1/16/2026	Invoices SIN057095, SIN057344, SIN057345	2,011.82
0065980	Gold Mountain California News Media, Inc.	1/16/2026	Display: WHC/Tree Lighting Ceremony	534.29
0065984	Hi-Desert Water District	1/16/2026	Invoices Dec-25, Jan-26	12,712.02
0066018	Woods Auto Repair	1/16/2026	Maintenance Service	1,891.16
EFT	Honeywell International Inc.	1/16/2026	Mechanical & Electrical Service, Feb 2026	5,551.39
EFT	Quinn Company	1/16/2026	Maintenance Equipment Dec 2025	2,305.05
EFT	Primo Brands	1/16/2026	Office Bottled Water Supply (TH)	305.29
0065990	LEAGUE OF CALIFORNIA CITIES	1/16/2026	2026 Annual Membership Dues	10,312.00
0065993	MMASC	1/16/2026	2026 Membership Renewal	125.00
0066001	QUALITY STREET SERVICES INC	1/16/2026	Invoices 257641, 257665	18,762.00
0066003	JOHN CLAYTON RARDON	1/16/2026	Travel Expense Reimbursement, Whittier, 11/18/25	162.40
0066006	SBCO Fire Protection District	1/16/2026	01-03/2026 Household Hazardous Wastes Fees	9,161.11
0066007	SBCO RECORDER	1/16/2026	Release of Pendency	100.00

Town of Yucca Valley

Warrant Register from 1/01/2026 to 1/31/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	SBCO Sheriff's Department	1/16/2026	12/25 Public Safety Services	587,429.00
EFT	SCE	1/16/2026	Electric Service Dec 2025	21,437.57
0066008	SESAC	1/16/2026	Music Performance License, Jan 01,2026- Dec 31,2026, Acct#79713	641.00
EFT	Staples	1/16/2026	Credit Card Dec 2025	461.08
EFT	TPx Communications	1/16/2026	Phone Service Dec 2025	4,860.55
EFT	Charter Communications	1/16/2026	Cable/Fiber Services	4,155.74
0066000	Quadient Finance USA Inc.	1/16/2026	Postage	1,470.68
0066013	ULINE	1/16/2026	Maintenance Supplies	760.14
0066015	Valley Independent Printing	1/16/2026	Animal Care and Control Cash receipts, Business Cards	277.31
0066017	VCA Yucca Valley Animal Hospital	1/16/2026	Veterinary Services and Medications	117.36
EFT	ZOETIS US LLC	1/16/2026	Invoices 9029260009, 9029969717, 9029983665, 9030241448	10,291.58
0066020	YUCCA VALLEY CHURCH OF THE NAZARENE	1/16/2026	FY25/26 Measure Y Partnership Agreement	5,000.00
EFT	THE HOME DEPOT U S A INC.	1/16/2026	Credit Card Dec 2025	2,438.28
0065998	Power of Faith Construction	1/16/2026	EV Charging Stations Upgraded @Brunch Library and Welcome Center	4,900.00
0065977	Friends of the Palm Springs Animal Shelter Inc	1/16/2026	Spay and Rabies	114.00
EFT	Zoom Recreation, Inc.	1/16/2026	Deposit for Tri-Valley Shade Sail Project	91,439.53
EFT	Petra Products Inc.	1/16/2026	Invoices PRM-917, PRM-922, PRM-928	18,700.00
0065964	California Association of Public Information Officials	1/16/2026	Membership Renewal Fee 01/05/26-01/05/27	300.00
EFT	SML Lifestyle Inc	1/16/2026	Shaff Shirts	677.31
0065978	Geocon West Inc.	1/16/2026	Invoices 725080438, 725090457, 725100451, 725110450	133,725.75
0065991	Meilani MacDonald	1/16/2026	Contracted Instructor, Arts and Crafts Club	23.10
EFT	Capitol Advocacy LLC	1/16/2026	12/2025 Professional Services	10,000.00
0065968	Charlotte Burns	1/16/2026	10-12/2025 Commisioner Stipend	150.00
0065976	First American Data Tree, LLC	1/16/2026	Monthly Subscription for Property Info Website	100.00
0065962	Lara Bennett	1/16/2026	Invoices Dec-25, Dec-25, Dec-25	134.40
EFT	Complete Paperless Solutions, LLC	1/16/2026	PAF Project Professional Services	2,000.00
0066005	Megan Ripley	1/16/2026	10-12/2025 Commisioner Stipend	150.00
0065994	Kim Monnie	1/16/2026	10-12/2025 Commisioner Stipend	100.00
EFT	Van Engineering Inc.	1/16/2026	CC Athletic Facility Improvements, 12/01/25-12/31/25	193,657.50
0065983	Hi-Desert Metal & Gas Supply	1/16/2026	Invoices 060, 46	233.17
0066023	Amanda Saliba	1/22/2026	Animal Shelter Expenses Reimbursement	185.42
0066022	Fernando Reyes	1/22/2026	Settlement and Release of All Claims	1,500.00
EFT	Lincoln 457 (Payroll)	1/22/2026		4,048.26
EFT	PARS	1/22/2026		860.11
0066021	Cassandra Blackstone	1/22/2026	Animal Shelter Expenses Reimbursement	102.62
EFT	Mission Square	1/22/2026		9,931.60
0065912	Carlos Eduardo Coneo Flor	1/28/2026	Refund for CWMP Deposit, Permit#2025-195	[VOID]
0066037	Carlos Coneo	1/30/2026	Refund for CWMP Deposit, Permit#2025-195 (reissue)	500.00
0066056	Municipal Dental Pool C/O Keenan & Associates, SETECH	1/30/2026	Monthly Dental Premium Group ID #22642-00001, Feb 2026	2,283.04

Town of Yucca Valley

Warrant Register from 1/01/2026 to 1/31/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066033	Animal Authority Rescue Team	1/30/2026	FY25/26 Measure Y Partnership Agreement	5,000.00
0066069	UltraSystems Enviromental Incorporated	1/30/2026	CEQA for Sun Mesa Mini Storage Facility, 12/01/25-01/20/26	14,927.50
EFT	Impact Sciences, Inc.	1/30/2026	CEQA for Dutch Bros, Project #1590.003, Dec 2025	27,974.10
EFT	Multy Service Technology Solutions Inc.	1/30/2026	Credit Card Jan 2026	143.69
0066068	UBD Inc	1/30/2026	56370 Buena Vista Demolition Project	36,240.60
0066072	Veterinary Emergency Group	1/30/2026	Veterinary Services	842.68
0066051	Kristine Kramer	1/30/2026	Refund for Class Deposit	100.00
0066049	Jernigans Sporting Goods, Inc.	1/30/2026	FY25/26 Annual Boots for Patrick Morning	250.00
0066070	UniFirst Corporation	1/30/2026	Invoices 2200352665, 2200355229	353.92
0066061	Marina Veterinary Center	1/30/2026	Veterinarian Services, 01.20.2026.	245.00
EFT	Shawn M Matteke	1/30/2026	Contracted Instructor, Senior Programming	400.00
EFT	Safework, Inc	1/30/2026	YVARC Project Construction Managment, 12/01/2025-12/31/2025	56,688.00
0066050	KK RENTS, LLC	1/30/2026	Light Parade Equipment Rental, Balance Due	6.53
0066054	Frank J Luckino	1/30/2026	Travel Expense Reimbursement, Sacramento, 01.21.26-01.23.26.	123.32
EFT	HMC Group dba HMC Architects	1/30/2026	12/25 YV Aquatic Center Project - prop 68	40,000.00
EFT	Compound YV Foundation	1/30/2026	FY25/26 Public Art Community Partnership Funds	5,000.00
0066057	PARS	1/30/2026	11/25 Annual Asset Fee	300.00
EFT	Southwest Networks, Inc.	1/30/2026	Invoices 26-1043, 26-1501, 26-1501CR	6,199.73
EFT	Southwest Networks, Inc.	1/30/2026	PO26-10067, Computers and Laptops, FY23 HSGP Grant	14,886.13
0066074	YUCCA VALLEY TOWING, INC.	1/30/2026	Veh#95 Towing Service	75.00
0066031	AMERICAN ASPHALT SOUTH, INC.	1/30/2026	2025 Town-Wide Crack/Seal & Slurry/Seal Cape Project	213,108.75
EFT	Pacific Western Bank	1/30/2026	Credit Card January 2026	24,220.97
0066028	AIS	1/30/2026	01/26 Copy Charges per Lease	816.65
0066029	AIS	1/30/2026	Monthly Maintenance & Supplies for KIP 740C Plotter, 12/17/25-01/16/26	116.80
0066030	AIS	1/30/2026	Monthly Maintenance & Supplies for KIP 740C Plotter, 01/17/26-02/16/26	116.80
EFT	Valley Pipeline Services, Inc.	1/30/2026	Invoices 22351-04, 22351-05	5,440.00
0066041	Dahlin Group, Inc.	1/30/2026	YV Aquatic Center Project Services, thru 12/31/2025	6,320.00
0066052	Lakefront Lock and Key	1/30/2026	Senior Center Lock Coresand Padlocks	603.94
EFT	RHA Landscape Architects-Planners, Inc.	1/30/2026	Invoices 122874, 122893	5,960.00
EFT	CivicPlus LLC	1/30/2026	PO26-10207, Annual License for Agenda Management Software, 01/23/26-01/22/27	15,225.00
0066065	Suncoast Research Labs, Inc.	1/30/2026	Citrus King All Natural Biobased Asphalt Released Agent	1,095.00
EFT	Tripepi, Smith & Associates, Inc.	1/30/2026	Monthly Retainer for Marketing Support Services	8,517.00
0066058	PlaceWorks, Inc.	1/30/2026	Invoices TYV-09.0-11, TYV-10.0-6, TYV-11.0-7, TYV-12.0-6	11,197.50
0066046	Frazier Pest Control, Inc.	1/30/2026	Invoices 242770, 243505	465.00
0066053	Landmark Consultants, Inc	1/30/2026	Invoices LP0126-51, LP1325-24, LP1325-56, LP1325-57	15,622.60
EFT	WEX Bank	1/30/2026	Fuel	85.00
0066038	Castrol Premium Lube & Smog Express	1/30/2026	Vehicle Maintenance Service	58.58
0066071	VCA Yucca Valley Animal Hospital	1/30/2026	Invoices 5563693848, 5563694186	439.05

Town of Yucca Valley

Warrant Register from 1/01/2026 to 1/31/2026

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	WILLDAN FINANCIAL SERVICES	1/30/2026	FY24/25 Tax Allocation Refunding Bonds, Series 2018; 2022 Lease Agreement	1,200.00
0066067	Trophy Express	1/30/2026	Name Plate with Town Logo	75.20
EFT	SoCalGas	1/30/2026	Gas Service Jan 2026	7,376.34
EFT	Staples	1/30/2026	Credit Card	763.01
EFT	SCE	1/30/2026	Electric Service Jan 2026	14,223.32
0066063	SBCO RECORDER	1/30/2026	Notice of Exemption, EA 09-25@58238 Alta Mesa Dr	50.00
0066062	REACH OUT MORONGO BASIN	1/30/2026	FY25/26 Measure Y Partnership Agreement	5,000.00
EFT	QuickScores LLC	1/30/2026	Sports Online Platform Services	273.00
0066073	Yucca Valley Auto Parts, Inc.	1/30/2026	Invoices 524981, 524982, 524985, 525017, 525090, 525364, 525582, 527737	1,618.48
EFT	Noel Rodney Owsley	1/30/2026	Invoices 01-26-001, 01-26-002, 01-26-003, 01-26-004, 01-26-005	5,850.00
0066059	PRO SECURITY SYSTEMS, INC.	1/30/2026	Invoices 24234, 24235, 24239	842.75
0066060	QUALITY STREET SERVICES INC	1/30/2026	Invoices 257745, 260553	19,080.00
EFT	Quinn Company	1/30/2026	Maintenance Equipment	4,699.28
0066055	FRED'S TIRES	1/30/2026	Invoices 38300, 38343, 38358, 38366	2,245.04
0066047	FULTON DISTRIBUTING CO	1/30/2026	Janitorial Supplies	2,037.12
0066048	Hi-Desert Water District	1/30/2026	Water Supply Service	3,376.14
0066045	FEDEX	1/30/2026	Invoices 9-109-16254, 9-150-42281	372.79
0066043	DFM ASSOCIATES	1/30/2026	2026 California Elections Code	75.08
0066044	Diamond Automotive Inc	1/30/2026	Disposal of Used Motor Oil	40.78
0066064	DEPARTMENT OF JUSTICE	1/30/2026	12/25 Fees	169.00
0066042	Desert Arc	1/30/2026	12/25 Cleaning Services	7,232.04
EFT	Desert Fire Extinguisher Co Inc.	1/30/2026	Invoices 12500032, 12500036	447.46
0066039	Counts Unlimited, Inc.	1/30/2026	2025 Annual Traffic Counts for Hwys 62 & 247	11,435.00
0066040	CYNTHIA WEAVER	1/30/2026	Embroidered Streets Staff Jackets and Hats	1,700.06
EFT	CDW GOVERNMENT	1/30/2026	Invoices AH5NL2F, AH5UK2C	557.18
0066036	Boys & Girls Club of the Hi-Desert	1/30/2026	Invoices 1of2, FY20-21, FY21-22, FY22-23, FY23-24	78,000.00
0066035	AT&T MOBILITY	1/30/2026	Cell Phone Service	521.57
0066024	Merl Abel	1/30/2026	Travel Expense Reimbursement, Sacramento, 01.21.26-01.23.26.	582.09
0066025	Ace Alternators Yucca Valley	1/30/2026	Vehicle Maintenance Supply	175.95
0066026	ACTION PUMPING INC	1/30/2026	Invoices 38310, 39616	710.00
0066027	ADDICTION MEDICINE CONSULTANTS	1/30/2026	Medical Service Fees	150.00
0066066	THE AFFORDABLE HOUSING GROUP INC	1/30/2026	Invoices 263284041, 365642131, 475386524, 510373485, 94916514	1,250.00
0066032	Animal Action League	1/30/2026	Invoices 01082026, 2367349, 2375820	1,016.00
0066034	GREGORY ALLEN REX	1/30/2026	Invoices 10152, 10194	2,368.00

Total Checks: 5,262,375.28

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: February 9, 2026

Meeting Date: February 17, 2026

Subject: YV ARC Quarterly Project Update

Recommendation:

That the Town Council receive and file the YV ARC quarterly project update.

Prior Review:

There has been no prior review of this matter.

Discussion:

Town staff will provide the Town Council with a quarterly update report on the YV ARC project.

This quarterly report will serve as a project overview of the progress and developments in the Yucca Valley Aquatics and Recreation Center project. Issued every three months, it aims to keep the Town, and its project stakeholders informed about the project's status and upcoming milestones.

Alternatives

No alternatives recommended

Fiscal Impact:

Informational Item, no Fiscal Impact

Attachments

1. Quarterly Update 6



QUARTERLY UPDATE

REPORT #6

DECEMBER 2025

The quarterly report offers an update on the Yucca Valley Aquatics Recreation project, highlighting progress, key milestones, and upcoming steps. It underscores the project's advancement toward delivering this much-anticipated community resource.

Project Overview

The project aims to deliver a state-of-the-art facility designed with the community in mind. It will feature a large swimming pool, a water slide, a wet-play structure and gymnasium, offering something for everyone. The project is currently in its second phase, which began on September 18th after the successful completion of the 90-day contract administration phase.

Key Milestones Achieved

From October through December, construction progress continued; however, schedule impacts were experienced due to delayed steel deliveries, weather-related material damage in November, and required corrections to installed metal decking. Despite these challenges, interior work advanced with completion of the fire sprinkler system installation, as well as progress on plating, framing, interior wall furring, HVAC ductwork installation, and plumbing and electrical rough-ins. Exterior framing and sheathing installation were also completed during this period.

Upcoming Activities

In the coming months, construction efforts will focus on achieving a dried-in condition to allow continued progress on interior activities across all sections. Concurrently, interior work will advance with drywall installation, taping and finishing, and the installation and finishing of hard-lid ceiling drops. Exterior work will also continue in all sections, including lath and trim, scratch coat, brown coat, and finish coat applications.

Community Impact

With a commitment to excellence, the project team remains dedicated to keeping the Town and its stakeholders well-informed. Transparency is a top priority, ensuring the community remains engaged and informed throughout the project's development.

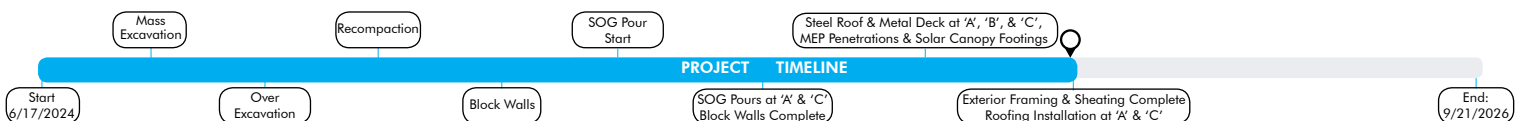
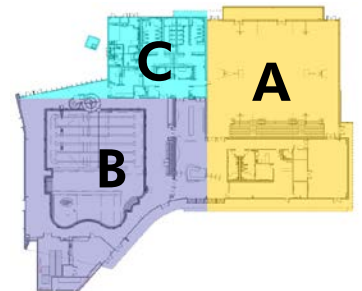
Client:
Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
Phone: (760) 369-7207

Architect:
HMC Architects
3546 Concourses St.
Ontario, CA 91764
Phone: (909) 989-9979

Program Manager:
DAHLIN
505 Technology Dr. Suite 200
Irvine, CA 92618
Phone: (949) 250-4680

Construction Manager:
Safework Inc.
180 N. Riverview Dr. Suite 170
Anaheim, CA 92808
Phone: (818) 716-0384

Contractor:
RC Construction Services Inc
700 New York St.
Redlands, CA 92374
Phone: (909) 829-3688





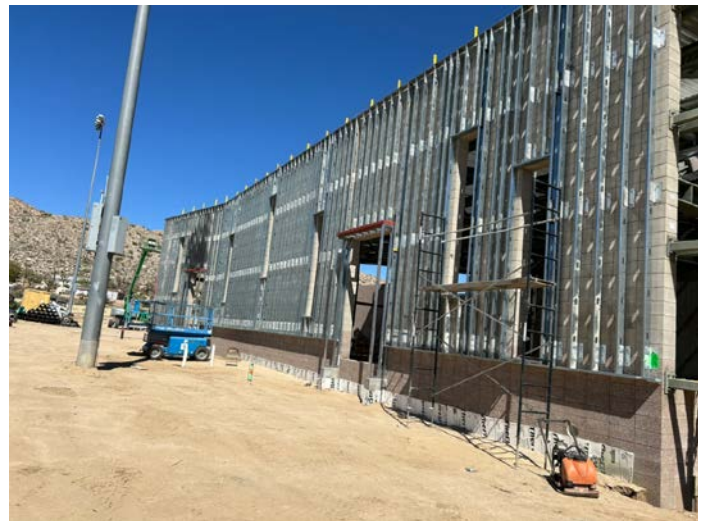
HVAC Ductwork Installation



Segment 'A' Exterior Framing



Segment 'A' Exterior Sheathing



Segment 'B' Exterior Sheathing



Pool Equipment Conduit to Main Electrical Room



Segment 'B' SOG Concrete Pour

PROJECT STATUS

This month marked the completion of a key milestone across the project, with roofing installation completed in sections 'A' and 'C' and section 'B' currently in progress, including associated roof penetrations. The next major phase will focus on completing interior finishes and pouring the pool deck.

1. CONTRACT COST STATUS

Progress Payment

- Payment #15 has been processed
- Percent Paid through December: 54%

Contract Amount

- Contract Amount: \$39,553,000
- Progress Payments to Date: \$22,643,890.80
- Contract Changes In Review: 5
- Approved Contract Changes: 43
- Approved Allowance Changes: 6

2. CONSTRUCTION SCHEDULE

Combined Phase 1 & 2 Duration

- Total Duration: 732 Calendar Days
- Remaining Duration: 168 Calendar Days
- Percent of Schedule Elapsed: 76%

Baseline Schedule

- The baseline schedule was updated in November and continues to be closely monitored through weekly and monthly site progress reviews. Upcoming activities include ceiling grid installation, hard-lid ceiling drops, soffit drywall, taping and finishing of hard-lids, soffit light fixtures, and application of primer and first coat of paint.

3. RFI AND SUBMITTAL STATUS

RFI's (Requests for Information)

- Received: 497
- Accepted: 493
- In Review: 4

Submittals

- Received 275
- Accepted: 262
- Rejected (to be revised): 7
- In Review: 6

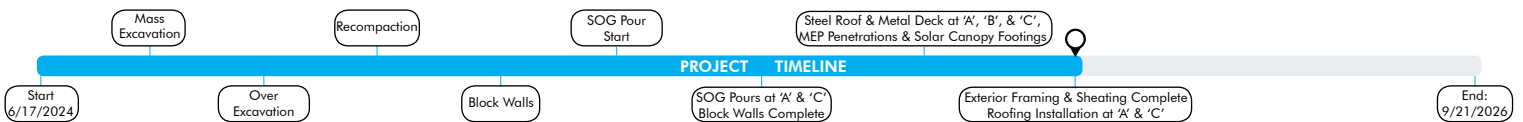
4. CONSTRUCTION PROGRESS

Items Completed and In-Progress

- Section 'A' Roofing System Installation
- Section 'B' Exterior Sheathing
- Section 'C' Top Out Drywall & Taping
- Exterior Gas Line Installation

Next 60 Days

- Install Fire Alarm Trim
- Suspended Gypsum Board Ceiling
- Pour Pool Deck
- Pull Controls Wire & Conduit



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



To: Town Council

From: Shane Stueckle, Deputy Town Manager, Shianne May, Animal Care and Control Manager

Date: February 12, 2026

Meeting Date: February 17, 2026

Subject: Animal Care, Control and Committee Update

Recommendation:

That the Town Council receives and files the report and provide any direction, input, and guidance as desired.

Prior Review:

There has been no prior review of this matter.

Discussion:

The purpose of this report is to update the Town Council on changes that are occurring in the Animal Care and Control operations. Staff will highlight elements of the Shelter Operational Review at the Town Council. A number of programmatic efforts are underway as outlined below.

Software: The Town has purchased ShelterLuv and implementation is moving forward. Going live in 2Q2026 is the goal.

New and Update Social Media Tools: The Town is moving forward with new Facebook and Instagram pages for Shelter operations. Shelter staff will be able to upload directly, share individual animal stories, and market animal adoptions through these improved tools. The Town will also be investigating Next Door as a possible addition to social media tools.

Use of Social Media: The Shelter has increased the use of existing social media tools for individual animal marketing, directed towards increased adoptions and improved live release rates.

Use of Local Media: The Town continues to advertise on both the Z107.7 and has begun purchasing one half-page adoption ads in the Hi Desert Star, with multiple animals highlighted weekly.

Staff Training: Animal Control Officer/Shelter Specialists are enrolled for Animal Control Officer

training through Cal Animals; animal temperament testing staff training is anticipated to begin in the next 45 to 60 days. Standard operating procedures are also under review and update on an ongoing basis. This will occur throughout 2026.

Donor Recognition Program: The Draft Donor Recognition program is being reviewed internally, with anticipated Town Council review/approval in 2Q2026.

Volunteer Program: Applicants being screened for desired or preferred shelter activities; implementation of greeters, dishwashers, and drivers, anticipated in the very near future; followed by additional volunteers when the Senior Shelter Specialist position is fully staffed. This position supervises the day to day Shelter operations and is responsible for volunteer programs.

Spay Neuter Clinics: Animal Action League has been able to schedule the Town for March 31, 2026. The Town will be evaluating alternative service providers and/or the possibility of the events occurring at the AAL facility in Joshua Tree, if AAL can hold more events at their on-site location. AAL current availability can provide clinics approximately three to four times annually.

Foster Programs: With volunteer programs being the highest priority for implementation, foster programs are anticipated for implementation in 3Q2026.

As illustrated above, Shelter staff are making significant progress in implementation of Town Council recommendations and priorities as outlined in the Operational Review. Continued challenges will affect timelines and operations, including staffing (industry wide issue), professional services, rescue group availability, all of which impact Shelter operations.

The Town is highly thankful for the community support, interest, and efforts in assisting with adoptions, rescues, and live release rates at the Shelter. Rescues and adoptions from the recent Urgent List are illustrative of the community's efforts to assist in maximizing adoptions and rescues of Shelter animals.

Alternatives

NA

Fiscal Impact:

Budget informatin for the 26-28 FY Budgets will be presented to the Town Council as part of the overall annual budget process.

Attachments

None

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



To: Town Council

From: Clayton Rardon, Recreation Supervisor

Date: February 10, 2026

Meeting Date: February 17, 2026

Subject: Public Art - Town West Entrance Monument Signage

Recommendation:

That the Town Council:

1. Approval of the SR62/Camino Del Cielo (SW Corner) Trail location;
2. Direct staff to move the project into Phase II (engineering design, fabrication, and installation).

Prior Review:

Discussion:

Project Timeline

February 20, 2024 Town-wide Beautification Program Update – Signage

Council gave direction to begin Phase I, conceptual design of an entry sign be accomplished under the Town’s Public Art Program, followed by Phase II, an RFP by Community Development for design, fabrication and installation.

April 16, 2024 Town-wide Beautification Program Update – Signage

Town staff provided site analysis and alternatives for monument sign location. Town Council gave direction to proceed with Hwy 62/Camino Del Cielo as the selected site.

December 11, 2024 The PRCC completes the Monument Sign Call for Art process, directs staff to forward five selected conceptual design submissions to the Town Council.

February 4, 2025 Town Monument Signage – Call for Art Update

Town Council reviewed the five PRCC selected artists submissions and received an update on development near the proposed site. Council directed staff to schedule a workshop to allow the artists to present their concepts.

March 18, 2025 A workshop was held during the Town Council meeting to review artist submissions. Each artist presented their submission, including their vision, artistic approach, and how their work aligned with the project goals. Following each presentation, the Council had the opportunity for a brief Q&A with each artist:

1. Catherine Iblings
2. Gena Pliss
3. David Irwin
4. Cory Hamilton
5. Christopher Falossi

No motion was made for a selection. Council direction was given for more discussion on the location, including consideration of moving closer to Pinon Drive, as well as information on the cost of creating the signage and a request to see a superimposed photo on the site for each of the finalist submissions.

October 21, 2025 Council discussed and approved Cory Hamilton's Desert Portal submission as the selected artwork to move forward and ultimately completing Phase I of the project. They also discussed the site where the current sign sits, inquiring about its location as an option for the West Entrance Monument Sign project. The Council gave direction for staff to review that site in scope, cost, and general feasibility.

Current Sign Site Review

The current monument sign is located on property that is not owned by the Town, which presents several challenges. Development at this location would require coordination and formal agreement with the private property owner, including negotiation of access rights, maintenance responsibilities, construction staging, and long-term encroachment or easement arrangements. These steps introduce uncertainty to both the schedule and overall project feasibility, as the Town does not have unilateral authority to proceed with site improvements at this location.

In addition, preliminary site observations indicate that one or more Joshua Trees are present within or immediately adjacent to the potential construction footprint. As protected native plants under state regulations, any removal or relocation would require formal mitigation measures. This process includes biological assessment, permitting, potential off-site mitigation, and associated mitigation fees. These requirements would likely significantly increase project costs and extend the timeline due to, often lengthy, regulatory review and compliance procedures.

Taken together, the private ownership constraints and the environmental mitigation requirements create substantial financial and scheduling challenges compared to previously evaluated locations. Further due diligence would be necessary to determine the full scope of land use agreements, mitigation obligations, and associated costs before advancing design or

construction at this site.

Alternatives

None Recommended

Fiscal Impact:

The Public Art portion of the project is funded through Special Revenue Fund 635 Public Art Fund, approved by the Town Council in October 2022. An allocation of \$10,000 per year was approved for the Public Art Town Entry Beautification Program for design and feasibility of the placement of three monument entry signs including program research/development, site research, design and development, and professional design services.

An additional allocation of Measure Y Funds is available in the FY2025-26 Amended Budget from the Town's Beautification Program that can accommodate the costs of the monument signage.

Attachments

1. 2025.10.21 TC Staff Report - Entrance Monument Sign Presentation
2. 2024 Call for Artists - Entrance Monument Sign
3. 2025.3.18 TC Minutes - Monumentation
4. 2024.2.4 TC Minutes - Monumentation
5. 2024.12.11 PRCC Staff Report - Entrance Monument Sign - Public Comment Attachment
6. 2024.9.11 PRCC Minutes - Monumentation
7. 2024.4.16 TC Minutes - Monumentation
8. 2024.2.20 TC Minutes - Monumentation

Public Art Program

Town West Entrance

Monument Signage Selection

Phase I, Conceptual Design



10/21/25



Recommendation



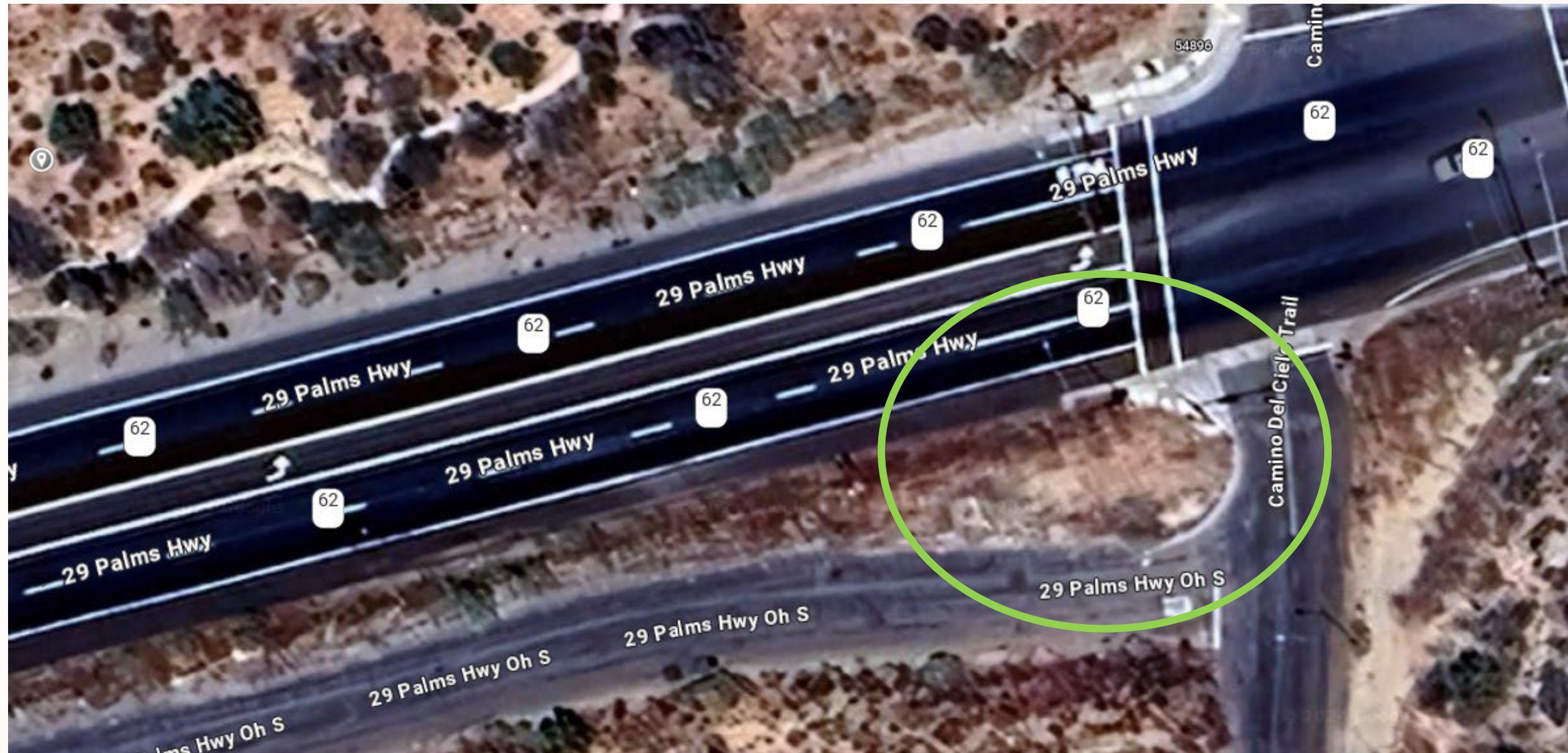
That the Council

1. Confirm Council's previous approval of the SR62/Camino Del Cielo (SW Corner) Trail location;
2. select a final concept design from the recommendations of the Parks, Recreation, and Cultural Commission for the West Entrance Monument Sign and;
3. direct staff to move the project into Phase II (engineering design, fabrication, and installation).

Current Signage



Background Town-Owned Location



Birds-eye View

At its meeting of April 16, 2024, The Council reviewed site analysis and identified the southwest corner of SR 62 and Camino Del Cielo as the preferred town-owned site.

Call for Artists

Yucca Valley

CALL FOR ARTISTS

The Town of Yucca Valley is seeking local artists to propose artistic designs for the new Town Entrance sign!

Applications due August 12, 2024

Submit applications to publicart@yucca-valley.org

Download the application at yucca-valley.org

Have any questions? Contact the Community Services Office at (760) 369-7211 ext. 240

Phase 1

Development of Entrance Monument Signage Conceptual Design

Timeline:

PRCC reviewed the Call for Artists, June 12

Application period: June 17 - August 12

PRCC reviewed 23 submissions: September 11

Public Comment period: September 12 – October 24

PRCC reviewed 304 public comments: December 11

TC Review/Workshop: March 18.

Background

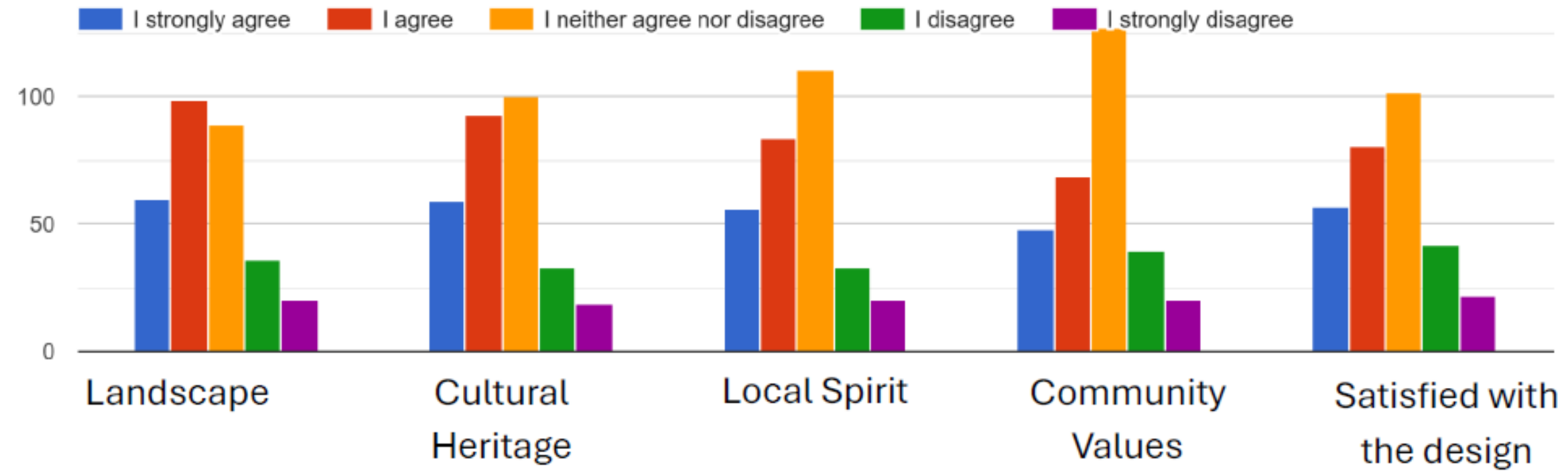
At its meeting on March 18th, a workshop was held during Town Council meeting to review artist submissions. PRCC Chair Brady was available to answer questions about their discussion and decision for the 5 submissions forwarded as the recommendation.

Each artist was given up to five minutes to present their submission, including their vision, artistic approach, and how their work aligned with the project's goals. Following each presentation, the Council had the opportunity for a brief Q&A session with each artist.

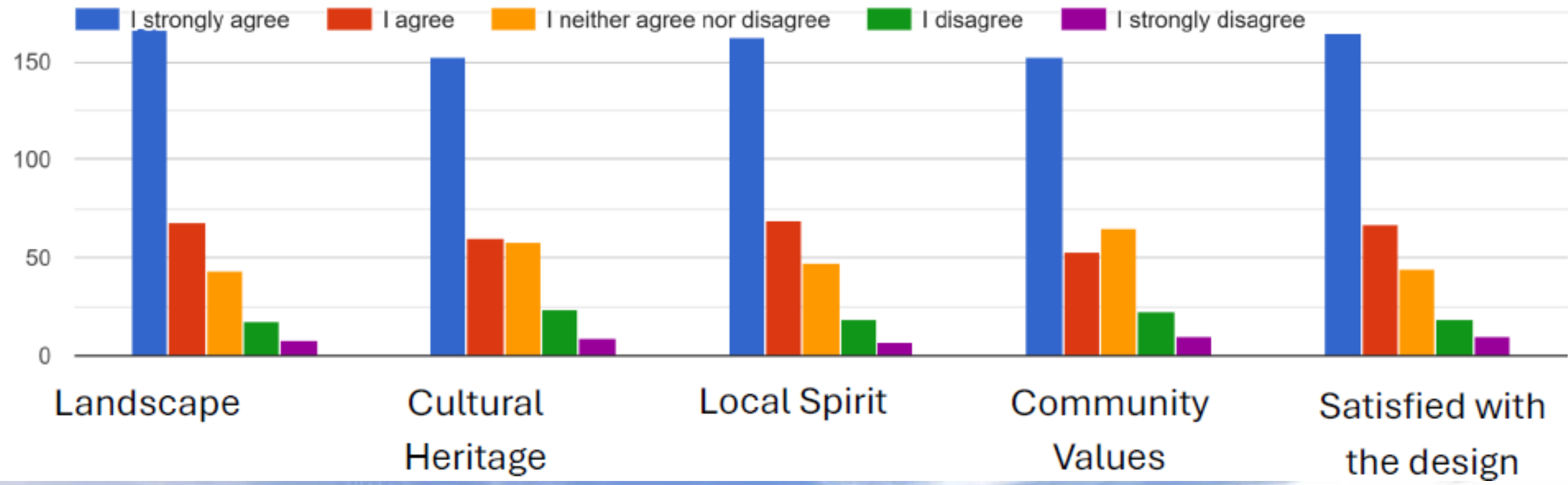
Comments by Councilmembers from the Meeting Minutes:

- Council Member Lombardo spoke favorably of the submitted designs and would like to see further discussion on the location.
- Mayor Pro Tem Abel would like to look at the cost of creating the proposed artwork and to see a superimposed photo on the site for size and positioning for each of the finalist submissions.
- Council Member Schooler thanked the artists for their presentations and explained could always be a potential of competing visual components regardless of the location and expressed he is not concerned about the proposed private development at the corner of Camino Del Cielo.
- Council Member Denison understands progress being made in the community but would still like to hold onto Yucca Valley's history. Denison explained seeing the Yucca plant on the design was important to him.
- Mayor Drozd thanked the artists for presenting their incredible vision and explained he would like to see the sign be placed near the corner of Pinon Drive, further to the west.

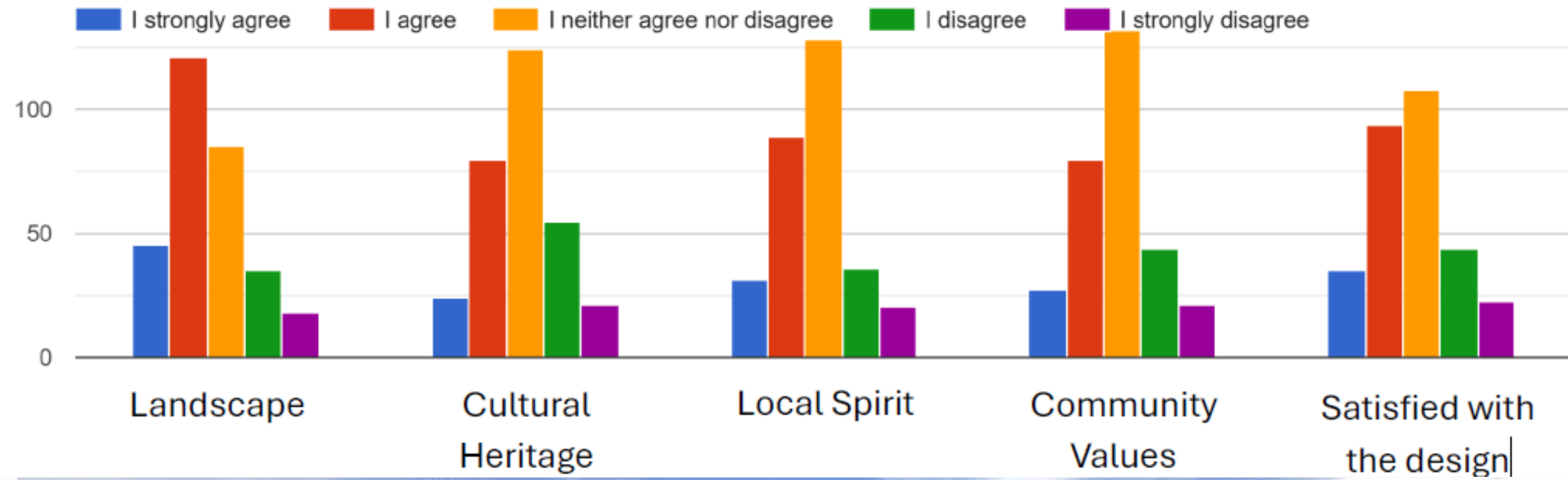
Christopher Falossi, Yucca Valley Then and Now



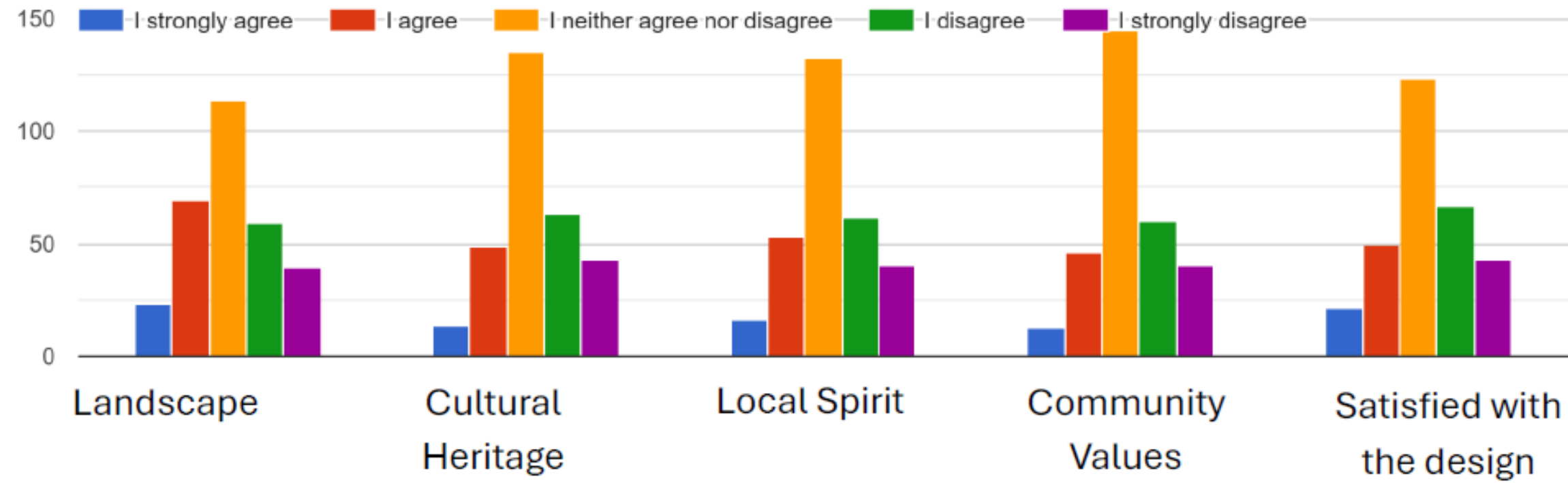
Cory Hamilton, Desert Portal



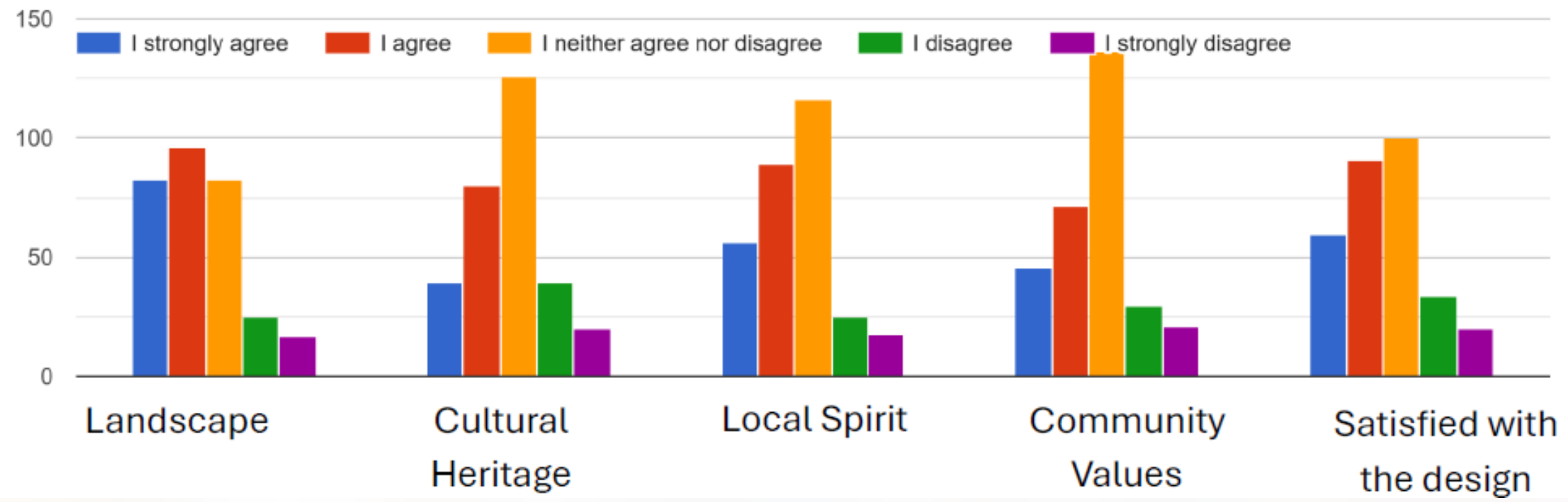
Catherine Iblings, Valleys Peaks, Desert Dreams



David Irwin, Project 35



Gena Pliss, Desert Skies



Recommendation



That the Council

1. Confirm Council's previous approval of the SR62/Camino Del Cielo (SW Corner) Trail location;
2. select a final concept design from the recommendations of the Parks, Recreation, and Cultural Commission for the West Entrance Monument Sign and;
3. direct staff to move the project into Phase II (engineering design, fabrication, and installation).

Staff is happy to answer any questions following public comment.

Call for Artists: Conceptual Artwork/Design for Entrance Monument Signage

The Town of Yucca Valley, a rural and picturesque mountainous desert town, invites talented artists to submit conceptual artwork and designs for entrance monument signage. This is a unique opportunity to create a lasting impression for residents and visitors alike as they enter our beautiful town.

Project Overview

The entrance monument signage will serve as a welcoming landmark that embodies the spirit, culture, and natural beauty of Yucca Valley. The Town seeks innovative and captivating designs that reflect identity of the local community and enhance its aesthetic appeal.

This is phase 1 of developing Entrance Monument Signage conceptual artwork/design only. Phase 2 will consist of schematic design/construction/installation, wherein the Town will release a Request for Proposals to complete the project with a professional services contract.

Design Criteria

- **Theme** The design should reflect Yucca Valley's unique characteristics, including its natural landscape, community values, and cultural heritage.
- **Location:** Southwest corner of 29 Palms Hwy and Camino Del Cielo Trail
 - 34.113990, -116.466755
- **Materials:** Phase 1 is for a conceptual design only; construction material will be determined in and subject to the process during phase 2.
- **Size:** The monument should be appropriately scaled for visibility from the road, considering both pedestrian and vehicular traffic, adhering to proportions/size below:
 - Height 7ft – 8ft
 - Width 9ft – 12ft

Submission Guidelines

- **Conceptual Artwork/Design** High-resolution digital images or highly detailed sketches of the proposed conceptual design.

- **Artist Statement** A brief description (less than 500 words) explaining the concept, inspiration, and intended impact of the design.
- **Selection Process**
 - Preference will be given to local artists
 - Submitted designs will be reviewed by the Parks, Recreation, and Cultural Commission
 - Any selected design will undergo an 8 week public comment period
 - Public comments will be reviewed by the Parks, Recreation, and Cultural Commission
 - The Town Council will review all artwork, the process, public comments, and selections made by the Commissions and approve their final selection
- **Deadline for Submissions**
 - The application period opens on June 17, 2024 and all submissions must be emailed by August 12, 2024.
- **Submission Instructions**
 - Online only: publicart@yucca-valley.org
- **Artist Stipend**
 - Artist will receive a stipend of \$1500

For any questions or additional information, please contact Clayton Rardon, Recreation Supervisor, crardon@yucca-valley.org 760.369.7211 x240

We look forward to seeing your creative vision and how it can help shape the future of Yucca Valley's entrance monument signage. Thank you for your interest and participation in this exciting project!

6. Public Art - Town West Entrance Monument Signage Workshop & Selection

Recreation Supervisor Rardon presented the staff report, providing an overview of the call for art for the Town's west-end entrance signage.

Parks, Recreation and Cultural Commission Chair Brady spoke on the Commission's review of the submissions.

Each of the following finalists presented their creative approach to the project and fielded questions from the Council. Christopher Falossi, Corey Hamilton (presented by Supervisor Rardon), Catherine Iblings, David Irwin, and Gena Pliss.

Mayor Drozd open public comments.

Eric Menendez spoke of a call for art project he is currently working on.

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

Council Member Lombardo spoke favorably of the submitted designs and would like to see further discussion on the location.

Mayor Pro Tem Abel would like to look at the cost of creating the proposed artwork and to see a superimposed photo on the site for size and positioning for each of the finalist submissions.

Council Member Schooler thanked the artists for their presentations and explained could always be a potential of competing visual components regardless of the location and expressed he is not concerned about the proposed private development at the corner of Camino Del Cielo.

Council Member Denison understands progress being made in the community but would still like to hold onto Yucca Valley's history. Denison explained seeing the Yucca plant on the design was important to him.

Mayor Drozd thanked the artists for presenting their incredible vision and explained he would like to see the sign be placed near the corner of Pinon Drive, further to the west.

Mayor Drozd called a five-minute recess.

RESULT: NO MOTION MADE

6. Town Monument Signage - Call for Art Update

Community Services Manager Earnest provided an update on the call for public art project for the Town Monument Signage at the community's west entrance.

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

Council Member Lombardo commented on the number of submissions received from area artists and liked the idea of detailed workshop on the topic.

Council Member Denison likes the originally proposed location and sees the need for additional research on potential development at the corner of Camino Del Cielo and Highway 62. Denison said he would like to hear more on the artists' concepts and branding for the Town.

Council Member Schooler was also in favor of hearing more from the artists and their submissions. Schooler expressed he likes the location as originally proposed.

Council Member Lombardo noted concern with the dispensary sign competing with the view and suggested additional research on the Town's installed sign height.

Town Manager Yakimow provided information on the proposed development of the nearby tribal property.

Mayor Pro Tem Abel agreed with other council members to hear from the artists and learn of their concepts for the display. Abel thanked the Parks, Recreation and Cultural Commissioners for narrowing the selection process and inquired on the entire beautification process since this is considered Phase 1 and the need for additional phases to be complementary. Abel requested to see other placement options, possibly placing the sign in front of tribal property and asked if there were special Caltrans or transportation requirements with the location being near a proposed travel center.

Mayor Drozd stated a workshop would be helpful and suggested considering an alternate location a block west.

RESULT: RECEIVED AND FILED

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

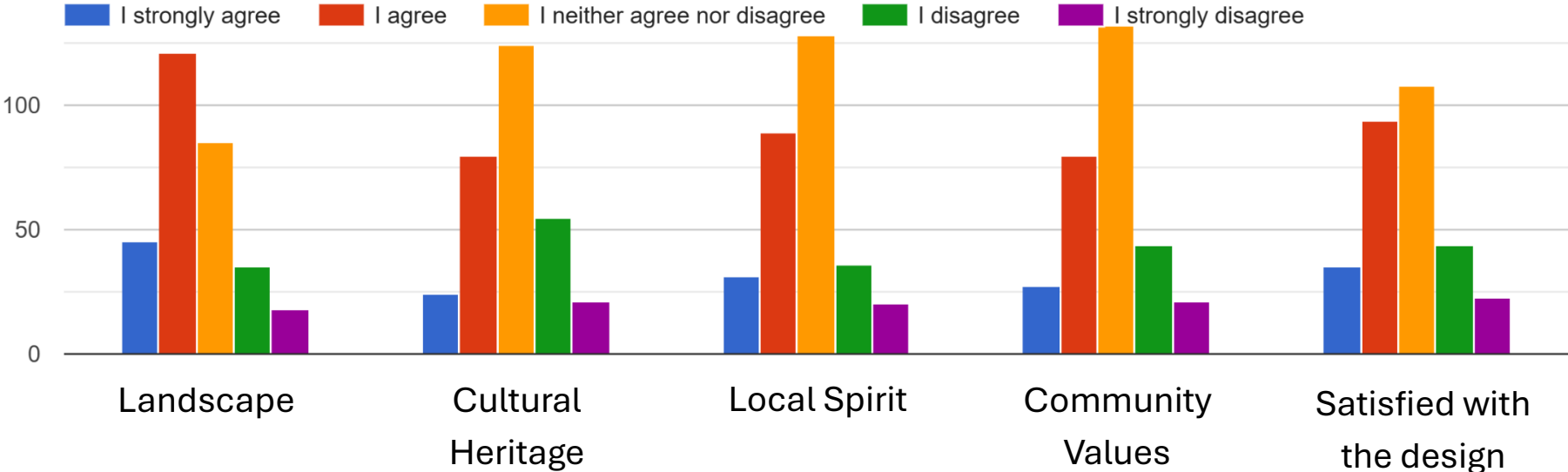
Susan Herring, Pioneertown spoke on local stray dogs and requested stray intakes be posted on the Town's website to assist owners in locating their animals. Herring also asked that adoptable pets be posted online through Petfinder.

Greg Herring, Pioneertown recommended a volunteer program at the Yucca Valley Animal Shelter.

Pilar Crossman, Yucca Valley spoke on trash and homeless encampments on Pima Trail.

Frank, Yucca Valley thanked the Town Council and staff for the best Veterans Day Celebration.

Catherine Iblings, Valleys Peaks, Desert Dreams




Catherine Iblings, Valleys Peaks, Desert Dreams

A little too hard to read , not enough contrast between lettering and background. and no idea what the art along the bottom is.

A more simple design, I enjoy the mountain colors.

amateur-ish design

Beautiful but very standard look. Reminds of a shopping center sign.

Beautiful desert 

Beautiful design captures our surrounding mountains perfectly

Bold simple graphics make it easy to see + great desert color scheme

Colors are wrong

Good

Great

I can't tell where the sign boundaries are versus land forms.

I don't feel this is the best fit for our town.

I don't think the artist has lived in yucca valley long enough to understand what the design should contain.

i don't like it

I don't like the line drawings of buildings at the bottom, and it's unclear what the Joshua Tree would be made from. Right now it looks silly.

I don't understand the line drawings at the bottom? seems like an afterthought. This doesn't scream community to me.

I don't understand what the line drawings at the bottom are supposed to represent. Not easy to see when driving fast?

Catherine Iblings, Valleys Peaks, Desert Dreams

I feel like some aspects of this sign are already dated feeling, and we want it to feel timeless!
I like that one
I like that the monument focuses on natural beauty, while also placing Welcome at the top and making Yucca Valley clearly legible
I like the colors on this one with Yucca and Joshua Tree.
I like the design of the mountains.
I like the design, but the linework along the bottom is distracting and I think not needed- it's cleaner without it.
I really like the overall concept, it needs to be refined to look less cgi and more rustic.
I really love the colors on this one and it looks very welcoming and embodies our area very well!
I think the back most mountain should not be black and represent an actual sunset mountain colors
I think those are petroglyphs? Attractive design.
I would like to see different colors of the mountains
It is too busy-visitors may be confused as to what the designs at the bottom represent. Also, you would have breakage due to winds or public usage because of all of the cutouts and shapes. It would be a great design if it were more colorful and less busy.
It's breathtaking!!!
It's cute but a bit basic.
It's good.
It's just ok
It's nice

Catherine Iblings, Valleys Peaks, Desert Dreams

It's nice
It's not fabulous, it feels a little generic
Keep the one we have, it's a historical landmark. I believe it was built by Frank Garski (a true masonry craftsman) It would be a shame to destroy it.
like the natural elements. What is the culture, heritage or spirit of YV
Love it!!! My favorite
My eyes go to the bottom. I'm trying to figure out what's going on. If I'm driving by, I'm going to be confused. There are also too many different items to interpret, while driving by.
n/a
Nice
Nice submissions
None
Not artistic enough
Not particularly original, I feel like I've seen it before.
Pretty basic
Second best
Seems bland
Seems very basic to me
The colors are too harsh and uninviting. It is stark.
The energy and creative vibes in the desert are wide open and peaceful spirits...I love the desert for many years...

Catherine Iblings, Valleys Peaks, Desert Dreams

The German (black red and gold colors) don't make sense. The people at the top of the mountain are cheesy.

The skyline shows yucca valley as it is now and the mountains show the beauty of our town. I think this sign would draw people in and represent our town well.

This is a beautiful design concept. If not at the west entrance, please consider for one of the other entrances.

This text will be hard to read from a distance and while driving. I also don't recognize the shapes at the bottom.

This would be an excellent choice. I like this a lot and think it would be an excellent addition to the community.

this would be the perfect welcome sign

Too bland

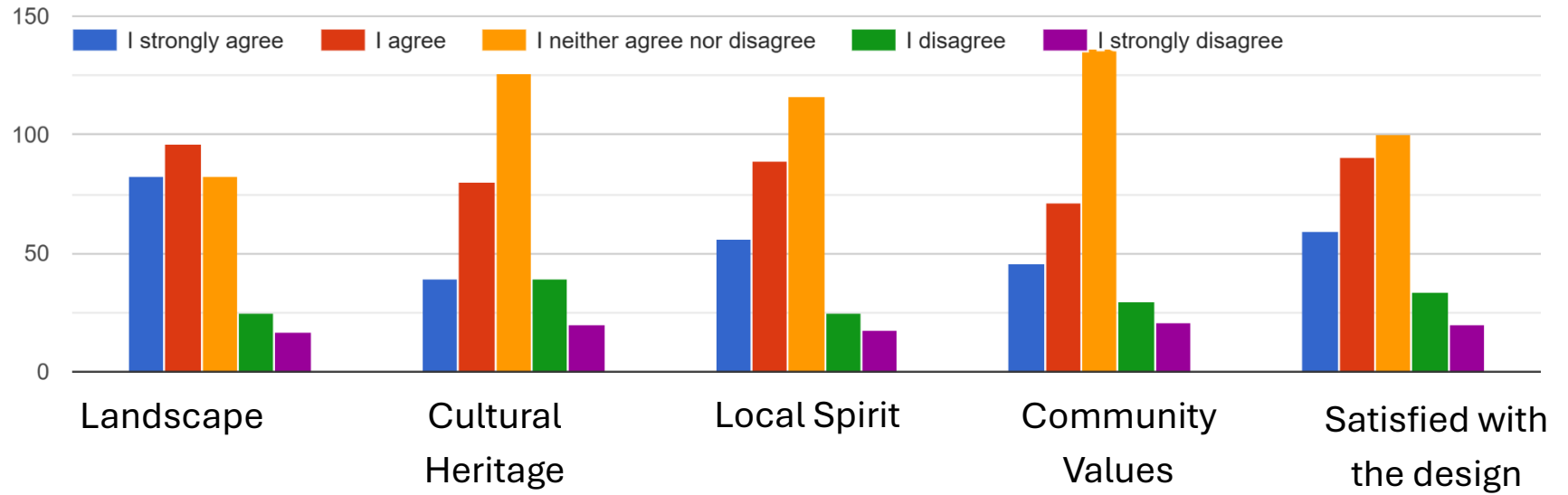
too busy for my taste.

Tourists would be hanging on the Joshua tree sculpture and breaking the yucca.

Very nice composition of images which embody the slogan.

Yucca valley deserves a colorful sign! I love the dynamic nature of the cutout as well as the beautiful color

Gena Pliss, Desert Skies



Gena Pliss, Desert Skies

Absolutely LOVE this one! Perfectly represents our town.
Appears to look more like a sign than a monument. Very similar to other signs in town
Aside from being so Beautiful, this is the exact sentiment our community should be sending to our visitors!
Beautiful
Beautiful design, sunset skies are what brings people here.
Beautiful design. I love the how it captures the sunrise & sunset skies & the mountains. But unsure if the side leaving Yucca will be place on the other side of the highway?
Beautiful representation of many native species. I like the colors.
Good
good colors of nature and includes the important wildlife
Graphic is too busy/ hard to see details
I absolutely love this it has our beautiful sunrise sunset as well as our good-natured culture
I don't know how large the sign is, but I think if it's small it might be hard to see the nice art in the middle.
I dont understand the graphics...perhaps beef up so it is more obvious dawn and dusk?) (
I feel this one honestly captures the true beauty of our desert that I was born and raised in
I like how the design is framed with the Joshua Trees. I do not like the dark colors as they will be washed away when placed next to the desert itself. The wording, "Bid you farewell" is a little odd. I wish these would speak more to the fact that Yucca Valley is the

Gena Pliss, Desert Skies

Gateway to Joshua Tree National Park. Also, the Saguaro Cacti are not native to our area in large amounts and should not be represented.
I like the greeting and the farewell message.
I like the idea of an exit sign as well as a welcome sign. The text is easy to read.
I like this design
I like this one but I do think there are better options
I love that the sign offers a friendly hello and goodbye, has vibrant colors along with natural tones and includes so many aspects of our beautiful desert.
I love the pair with subtle changes in sky, animals, and mountains..
I really like the overall concept, it needs to be refined to look less cgi and more rustic.
I think it's very pretty
It's a okay fit
It's a pretty design but think it'll be too dark to see from afar. There's a lot of patterns that are distracting and overlay that won't translate for a sign.
It's good.
It's just ok
It's WAY too busy and saguaro cactus are not native here.
Looks too much like a souvenir
Majestic!!!
More of a mural design
mtn. and features too dark
n/a

Gena Pliss, Desert Skies

Neat concept but I feel like it won't last.
Nice
Nice
Nice colors
Nice sunset and adding bird life is a nice touch. The round signage is great.
Nicely done
No raven, no saguaro cactus. Replace with local and it's very good.
No thanks
Not enough contrast
Ok but you can do better
Really dark and very hard to see silhouettes
Retro-cowboy western is how we have been seen, but is it the image we want to keep?
Saguaros are neither native or naturally occurring in the Mojave Desert!
Shows many of the symbls of the desert and Yucca Valley
Simple but love all of the nature included
The circle layout feels very 90s, and not in a good way. The mural is hard to see, not a lot of contrast in the colors. I prefer the mural on the "farewell" side, and would just use that one for both, but it still needs refinement to make it readable. Too many dark colors, makes it hard to see the shapes. Unclear what's going on with the Joshua Tree silhouettes, but I don't like them.
The colors and design of this one had me come here to vote. It's perfect
The colors are very nice and appealing but a bit dark.

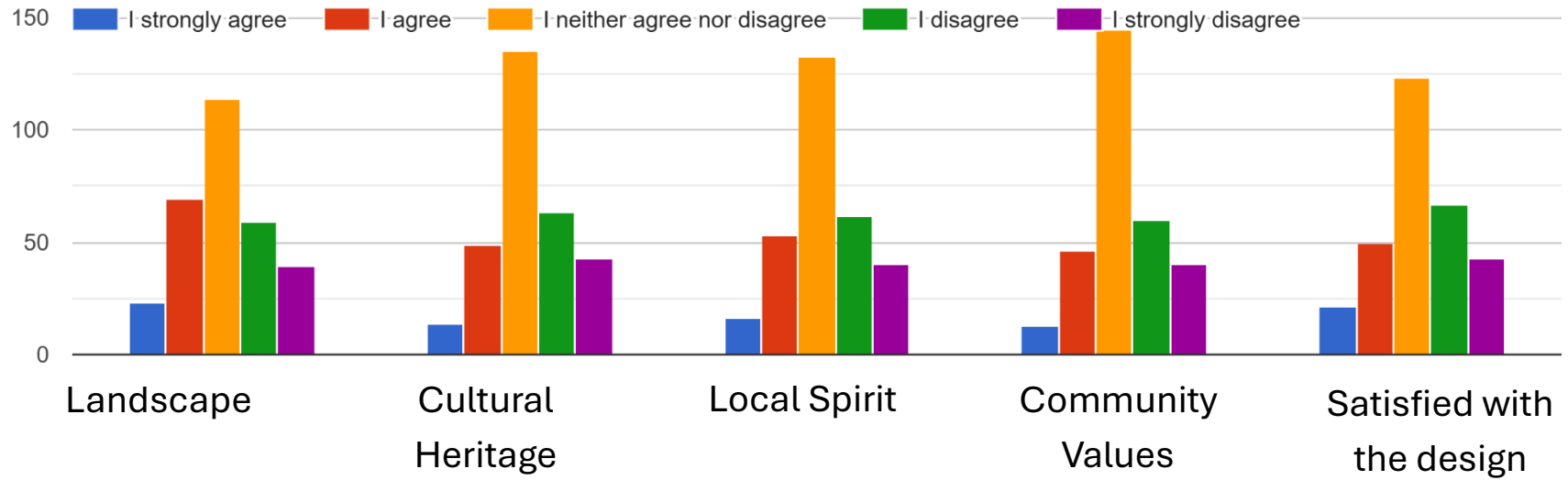
Gena Pliss, Desert Skies

<p>The design is poor and busy. The Saguaro don't belong. The colors and values are clashy and too dark</p>
<p>The designs are nice but these seem more like stickers than welcome signs</p>
<p>The landscape is too dark in lower half</p>
<p>The natural look is more appealing and simple yet embodying the local plants and the birds</p>
<p>The way the signs represent looking east and west is amazing!</p>
<p>This design celebrates the natural beauty of the desert. It also welcomes people and says goodbye in a manner that suggests real friendliness. The name Yucca Valley is clearly legible</p>
<p>This feels like a patch you would put on pants. it's not very original</p>
<p>This has a nice vibe</p>
<p>This is beautiful</p>
<p>This is gorgeous! I love the coloring and I like what I assume is the front and back. It's a great welcoming and farewell</p>
<p>This is my favorite!</p>
<p>This one is way too busy. My eyes first focus on the sun, then on the cactus at the bottom. We don't even have natural growing Saguros in Yucca Valley. This person must not know about our desert environment.</p>
<p>This piece is too dark and strongly resembles the town logo</p>
<p>This submission is very beautiful, and I think it has a very welcoming atmosphere that embodies the spirit of the community.</p>

Gena Pliss, Desert Skies

Too simple
Very nice
Welcome and Bid you farewell....I like it ..and I like the colors
why do I have to answer a bunch of quetions before I see all the submissions?

David Irwin, Project 35



David Irwin, Project 35

.
2nd choice
A bit boring and predictable
boring and too small
Commercially acceptable, but not inspired.
Doesnt fit the feel of the area at all. No animals, scenery or anything to do with the town.
Golden barrel cactus are not native to the area, or even California! Crazy there are no Yuccas in the planting design for Yucca Valley!
Great design, a bit too much like a national park sign, but still a great concept
Has the artsy, custom, wow factor. It gabs your attention.
I can't really tell much about this design from the picture. Need a better picture.
I don't feel it captures the beauty of our desert and does not feel inviting.
I don't like that it's surrounded by cactus. Visitors are going to want to take a picture and it won't be accessible with the cactus in the way
I like how it looks like it's a part of the landscape. The sign itself isn't as artistically interesting as some of the others. Very cool way to place the sign though
I like it for the modern look. But its so modern you lose the culture
I like it, though it feels more like a sign for a museum or something, not a town.
I like this one, assuming the actual sign is shown in a mocked up landscape setting. Otherwise it's too small.
I really like the overall concept, it needs to be refined to look less cgi and more rustic.
I really like this one. It looks like iron and that's got a great vibe. It also feels National park-y

David Irwin, Project 35

I would like a better picture and description of the media used in what appears to be a 3-D sign. I felt that I couldn't make a fair evaluation..
It is not very original and looks cliché.
It is not very representative of Yucca Valley, just desert in general.
It looks like every other welcome sign, it's especially similar to the dhs welcome sign.
It's a nice sculpture but doesn't represent fully what the town wants to embody. It's too basic to have just the town name.
It's okay
It's pretty cool
It's boring
It's very hard to see what is on the sign. The colors look very nice and I like the effect of the spikes coming out of the sign.
Landscaping looks great sign is simple and artistic. This looks great for location
Larger sign, less landscape
Least favorite
Like some of the ideas here but the overall aesthetic is more industrial feeling than desert
Looks like a landscape. It's good.
Looks like an ocotillo which is not local to our area.
Looks like rancho mirage
LOVE, LOVE, LOVE this submission! It is bold, fresh, minimal, clear and represents the artistic culture of our community. It also has our city seal, which is important. I do wish that it would express that Yucca Valley is the Gateway to the Joshua Tree National Park, as this marks our

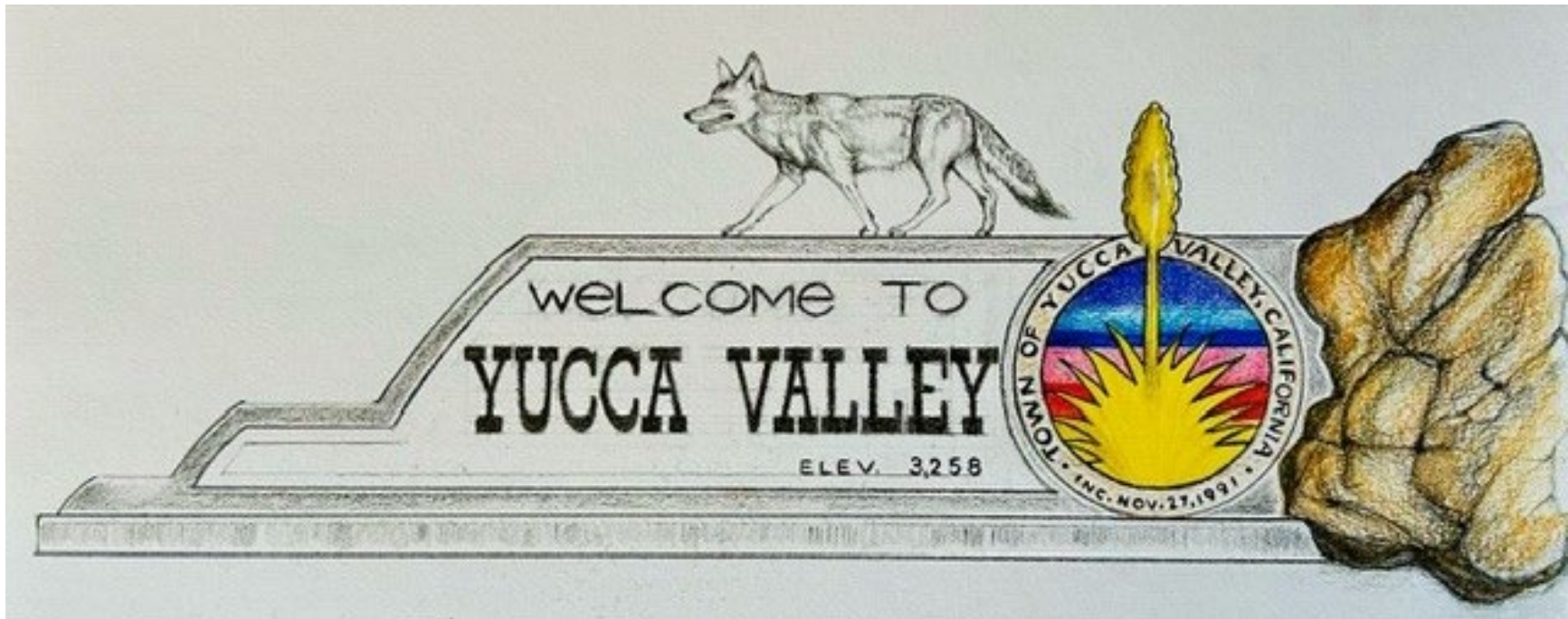
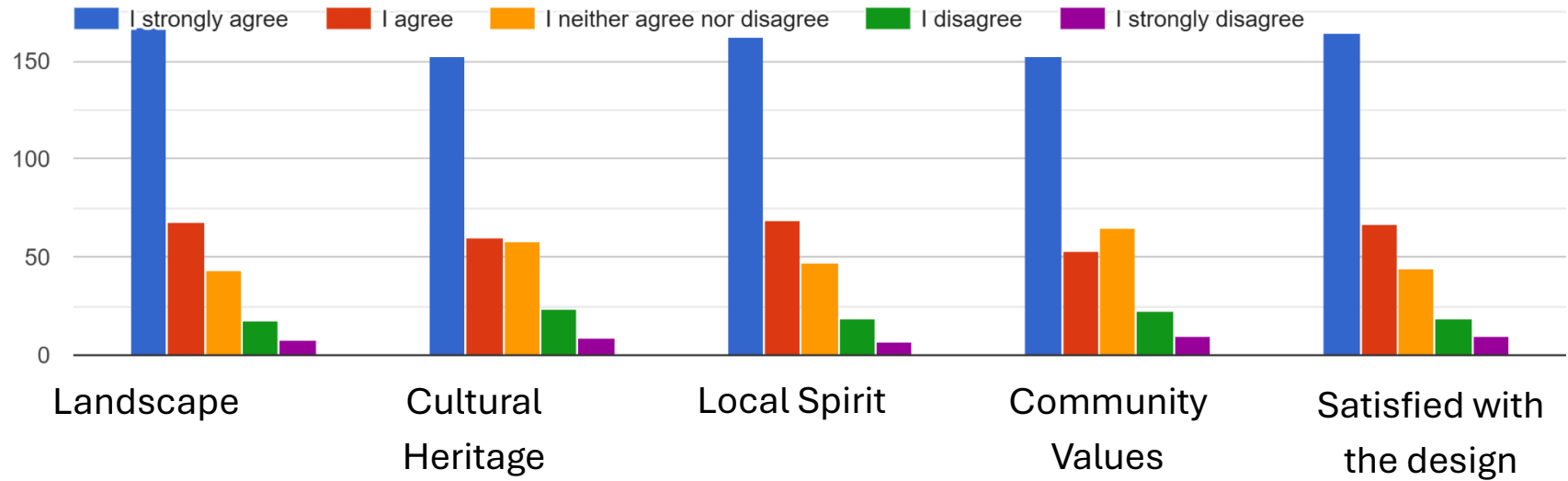
David Irwin, Project 35

community as nationally important. I am an artist in Yucca Valley, and I absolutely love this design!
n/a
Nice
No
No thanks
Not a good fit
Not to personal liking
Simple and modern. I like it!
still waiting to see all the submissions!
Terrible
The first two were more colorful.
The plants surrounding this would be nice.
This concept would entail too much landscape maintenance.
This design seems like a copy of the town seal on a bunch of sticks. While it manages to say Welcome, and names the town, I feel that the long poles distract from the message, and the overall appearance is less warm, welcoming and beautiful than I would hope for.
This feels modern and original. I like this a lot.
This looks like a pile of scrap metal
This one is just utterly Ridiculous. A bunch of chopsticks does Not represent out town. My eyes go to the chopsticks to try to understand what's going on here, not the town name.

David Irwin, Project 35

This person did not follow design guidelines and this design is more decorative / corporate than a town monument .
This structure is eye catching yet blends in harmony with the landscape. Feels inspiring & simple yet bold. My 1st choice.
too abstract, but I like the barret cacti that are not native.
Too bland
Too commercial. Why the street lights. ?
too old school design
Too small
too small
Unsure if this is an artistic approach but I'm a little confused how this represents Yucca
Very nice
Very standard as similar to a city sign for a building
Very striking but I prefer the other designs as they seem to be more complementary to the landscape
Will the plantings be part of this signage? I like the presentation if so. The sign itself is hard to judge because it's small.
Yes, this one has something going for it, it's eye-catching, it has intention, it looks as though the city put some thought into it

Cory Hamilton, Desert Portal



Cory Hamilton, Desert Portal

This design, Immediately draws your attention to the words Yucca Valley. And it makes you feel like this is a place I want to come and explore and experience!

.

100% YES

Absolutely stunning

Add color. Add a joshua tree coming up on left side. Cool design.

Amazing , love the design !

are there still more submissions to see?

Beautiful and well designed.

Boring

Cory Hamilton's artwork is always incredible. Yucca Valley deserves this! I just recommend a parking pull-out when all the tourist stop to take pics next to it.

Cory is a lifelong friend and more importantly a lifelong resident of YV. A gifted artist and sculptor can oversee install to ensure it is executed to represent YV in the best light. I like the coyote too.

Cory is a local whose family has been here since the 1960's. His work is beautiful. Beyond talented!

Coyotes may have moments of cuteness, but they are more often pests around town, so I think a design that offers only a coyote and a rock is hardly the way to promote the town. The design offers little else, with a poor copy of the town seal and a coyote on a concrete platform.

Cory Hamilton, Desert Portal

Doesn't represent anything that is unique or significant about our town. I don't think the town should identify with the coyote.
Favorite
Good but it needs more flora and fauna
Good design, easy to read and stand out.
Hard to judge as it's not clear what the materials or colors of the sign would be.
Has truly captured the spirit of our desert! Beautiful Native Flora and Fauna represented!!
I am puzzled by part being in color and part in black & white. Strange.
I don't like the town identifying with a Coyote.
I enjoy the local coyotes but a lot of people are nervous about their presence in our area. The yips & howls make folks fearful.
I feel like this fits our town the best!
I feel like this submission feels like what you would see in Yucca Valley so beautiful
I like that this is a local artist and really like the idea of how this submission represents Yucca valley that we love to come and visit!
I like the coyote and the colors but I don't see the cultural representation.
I like the coyote on top but I worry that it will break off or get stolen. A slight design adjustment and this would be my favorite!
I like the coyote on top... definitely will hear them in the evening in their packs...part of our beautiful desert
I like the coyote, rocks, and city logo. How can it fit within your dimension limits?
I like the rock and coyotes artist adds to the design. You don't see that alot.

Cory Hamilton, Desert Portal

I like this one best. Sleek modern and coyote gives it life.
I like this piece with the coyote but it's very similar to our current one
I love the coyote on top. Looks like it's a part of the landscape; very cool
I love this one but I'd love it more if it were slightly more colorful, or we could get a sense of what color the main part of the sign would be
I really enjoy it having the rock formations and the coyote. I think it's simple and striking, which is what you want for a highway sign- no distractions but still something that catches your eye and something you want to take a photo with.
I really like the overall concept, it needs to be refined to look less cgi and more rustic.
I'd rather see a roadrunner instead of the coyote.
Includes logo and coyote
Incorporates town logo with great design. May lackluster similarly to old signage
It ok, but you can do better
It's awesome! Totally reflects yucca Valley!
It's not sophisticated
looks unfinished and not professional
Love it
LOVE IT! Eyecatching and easy to read.
Love the image of the coyote
Love this design!
Love this one!

Cory Hamilton, Desert Portal

Love this one. ♥
Love this. I love the coyote incorporated into it.
Love this. Should be considered for any one of the 3 entrances to YV.
Marvelous
my favorite
My least favorite
n/a
Nice
Nicely done.
No thanks
Not to my liking
One of my favorites. I like how it shows the elevations. Love the coyote which are so native to the land. Would be really awesome to see the design come alive.
Pretty basic and old fashioned looking.
Really like this one. It feels like it's embracing our vibe here and the natural wonder!
Remove Coyote, make monument taller
Retains the classic town logo feel and add a great silhouette with the coyote, this is the strongest submission.
Simple yet represents yucca. Has logo, native rock and native wildlife.
The concept is good, but missing the detail on the actual sign. Will it be granite? Will it be polished, gray, brown, black.

Cory Hamilton, Desert Portal

<p>The coyote is better than a "Joshua Tree". The fonts need work though.</p>
<p>The coyote is incredible</p>
<p>The coyote is not everything!</p>
<p>The coyote on top makes it, it's really neat!</p>
<p>The overall design is clean, minimal, and executed well. The coyote adds a bit of desert whimsy, but is unnecessary to the overall design. I love how the main portion is attached to a boulder and clearly shows the city seal. It is a good design, but lacks the embodiment of the spirit of Yucca Valley.</p>
<p>This a slightly better design, but again nothing representing the community</p>
<p>This design did not fulfill the elements requested and looks like the artist did not spend enough time contemplating the project scope or how a coyote might not convey what our town has to offer its residents and guests</p>
<p>This entry, I think really captures the local spirit. The coyote is important, as it is a familiar local wildlife sighting. This entry also plays into the town's unique western heritage.</p>
<p>This hold a piece of our town, with a touch of modern, while showing a piece of our wildlife</p>
<p>This is absolutely beautiful. Cory is our local artist and the signage represents our community well!</p>
<p>This is amazing</p>
<p>This is as local as it gets. Love it. This is the one.</p>
<p>This is my Choice. Simple yet very informative. My eyes first go to the town name, then the coyote, and lastly the town logo. It represents our Rural desert wildlife and how we respect</p>

Cory Hamilton, Desert Portal

our Natural Environment, as should all tourists. It also shows our community bond by the representation of our town logo.

This is so beautiful. It embodies what I envision the desert to look like.

This is the best one overall!!

This is very neat and different. Coyotes are a symbol of yucca/ Joshua tree and I think this is more out of the box than the others

This is what yucca is about it looks to me to be a representation of what yucca valley was and is. Very nice

This one is fun. I hope the rock would be natural.

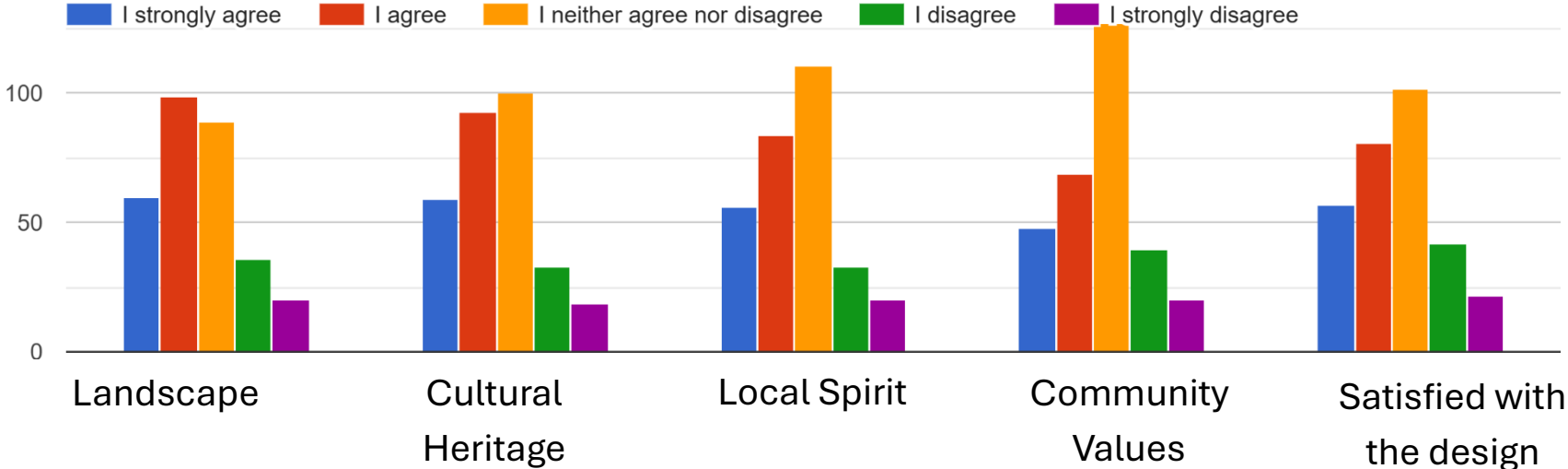
This one looks good! Nice and clean, with an original form. Wish there were details on material and color for the entire sign.

This one!

This sign feels lackluster compared to the others. I would like it more without the coyote on top- feels a little extra & not needed.

This truly Represents Yucca Valley.

Christopher Falossi, Yucca Valley Then and Now



Christopher Falossi, Yucca Valley Then and Now

.
Awesome
Beautiful sign! Only one that references the history of the town and looks like a monument.
Beautiful. I like the illuminated night look. All the native animals, pottery, mining pan and cowboy hat.
Bob cat. rabbit ,turtle on my property and love to seem them and many more creatures..
Colors make it hard to tell what's going on
Design concept is brilliant! It's got the herotage and spirit of the city! looks truly beautiful!! 🐰 looks beautiful at night too!
Does nt catch the spirit of YuccaValley
Great design, do not feel it captures enough.
Has all the required elements!
Hits all the markers and is the only one that feels like a monument. Represents the history, culture and beauty of our town well.
I don't understand where the now is.
I enjoy the design, but the day time version is difficult to read. Almost looks like it says UCCA ALLEY.
I like that it includes our Mining History but it doesnt impress me.
I like the idea of having a turtle on there.

Christopher Falossi, Yucca Valley Then and Now

I like the idea of this one--assuming the Joshua Tree and Yucca are cut-out from the sign? It looks ugly in the mockup, would be good to have a mockup done w/ the environment filling in the white cut-out space to better visualize it.
I really like it, though the font of the letters is a little plain. Maybe a font that's a little more western or artistic.
I really like the overall concept, it needs to be refined to look less cgi and more rustic.
I think it's too hard to read the words with the background.
Interesting but unsure how this will work especially driving quick
Is this meant to light up? If so, this has potential. If not, it's only so-so
It lightd up
It's a bit too bland and I don't think it's standing out against the landscape enough
It's fun and playful but not really artistic
It's good.
It's OK
It's ok
It's hard to read the brown-on-brown. I like the color change for night idea though.
Love this. It's everything I think of with the high desert. Native American culture, cowboy and animals. The moon light shinning off the rocks at night and the heat of sun during the day.
most comprehensive and creative
My particular favorite. Looks original, easy to read, feels like how YV is.
n/a

Christopher Falossi, Yucca Valley Then and Now

nice
Nice
Nice but doesn't cover Yucca
Nicely done. Least favorite of the submissions.
No
No
No thanks
Not to my liking
now since I need to apine on a definite set, are we there yet?
Pretty cool.
Represents Joshua tree well, but not necessarily YV.
Second favorite
The color pallets make it hard to read during the day. Would get lost in the landscape
The daytime version is very well done I'm not a huge fan of the glow in the dark for night
The design is a little busy. A couple of the elements can be removed.
The design represents local landscape beautifully
The most awesome part of this submission seems to be that it changes at night. If so, this is pretty cool. It's not as beautiful as other submissions but this feature is really catching
The night and day effect is interesting. Is one side for arriving and the other for leaving?
The prospector hat and pan are neat
There is a lot going on this looks like like it should be a piece of art on the wall not town sign. Think there is to much going on in this.

Christopher Falossi, Yucca Valley Then and Now

This appears to make the materials integral to the esthetic of the sign. I also like the day/night color swing. . nice use of materials

This concept has more 'items' regarding the community with the gold pan and Native American pottery and the various wildlife

This design embodies more of the elements than any other design.

This design hints at the local Native and mining history, in addition to natural beauty. Sadly, it appears more cartoonish than finished, and lacks a Welcome greeting. The placement of the white elements on the brown design make it difficult to read the name of the town. Poorly executed.

This design is well thought out and address's the elements requested by the Town.

This design would serve better for Pioneertown. It is a bit cartoonish and does not represent the community today. I do appreciate the attempt to add historical and cultural icons, but it looks more like a sign for a county museum than a developing city.

This entry is unique, in that it does an excellent job in portraying the town's cultural heritage. The details of the local wildlife as well as the historical details make this entry significant. The fact that it looks like it could work well at night, is also a good feature.

This feels too much like the JT Park mixed with Arizona cowboy. The asymmetrical shape does not work here. The Joshua Tree placement feels wrong. The sign is too crowded by the rocks. Too lumpy and busy overall.

This is a fun one - it has a lot going on but I like it, and the way it focuses on nature. I think the negative space is cutouts? If so that's cool. It MAY be a little busy compared to the other submissions?

Christopher Falossi, Yucca Valley Then and Now

This is confusing and does not connect with me.
This is very creative but I think will blend it a bit with its landscape. Very neat but I don't know how much it will stand out
This one is an absolute disaster. It looks like something from the Flintstones. My eyes first go to the crack that looks like a joshua tree, then the circle, then the yucca, then bird, hat, bobcat, tortoise, pottery and rabbit. There is so much stuff to look at that I don't even read the town name until last.
This submission by far is what the town is looking for, for their new welcome sign. Beautiful, unique, and embodies Yucca Valley's desert beauty!
This text would be hard to read while driving and from a distance.
Thus one is my favorite. Bold, interesting and minimalist.
Unreadable
Very nice. Only one with cultural references.
well balanced and artistic
Wonderful! How will the negative space look leaving town? Rocks are more JTNP than YV. Overall wonderful!
Xxxxxxx

**TOWN OF YUCCA VALLEY
PARKS, RECREATION & CULTURAL COMMISSION MEETING MINUTES
SEPTEMBER 11, 2024**

DEPARTMENT REPORTS

2. Public Art Program – Town West Entrance Monument Signage

This Staff Report was presented by Recreation Supervisor, Clayton Rardon. He reviewed the Call for Artists information. He noted that 23 submissions were received for

presentation to the PRCC. He reviewed the submissions and shared that the artists were invited to the meeting and that some were in attendance and will give more information about their submission during public comment.

Public Comment:

Artist David Irwin spoke about how fun it was to make this submission. He has had a design studio out in the desert for the last 5 years and has designed work for different houses in the area. The idea behind the piece is that the desert is wild, and the piece represents that. The design is legible, has the town seal, and it is brown to match the desert. David added that a bench or two by the piece would be a good addition. The desert deserves a sign that talks about what Yucca Valley is.

Artist Gina Pliss thanked the PRC Commission and staff for inviting her and the community to be a part of this project. She does not envy the job of selecting a submission because all of the artists are amazing. This was an exciting project to be a part of. The design is collaborative. The front says "Yucca Valley Welcomes You" and the back side of it would say "Bids you Farewell" as people leave the town. The Joshua Trees that are on the side would be made of steel or a similar material. The existing sign there is not looking great, but her new design incorporates some of the aspects of the old sign to maintain some of that history.

Artist Christopher Falossi spoke about the piece that was conceptualized by him and his father, David Falossi. They are both lifelong residents of Yucca Valley. The design incorporates the history and heritage of the area. The design features a native American pot, a cowboy hat, and gold mining pan. The piece would be carved from limestone and steel. The letters of Yucca Valley would have lights behind them to be viewable at night. He added that living in the desert is a constant masterpiece of art and anyone who lives here can see that.

Artist Catherine Iblings explained her brass piece. The design is 3D made up of copper, brass, and bronze which can bring a uniqueness to the town. She specializes in copper and brass. It is going to be backlit with three different layers of mountains. It can all be handmade by the artist.

Artist Marisol Gomez spoke about her piece. The design is inspired by the logo and wanted to incorporate the colors of logo and sunset. The bigger the piece the better to be able to have higher visibility especially with spotlights - this will make people want to stop and take pictures with it. She imagines her piece to be a spotlight for people to come by and make a visual memento. The two plants, the Joshua Tree and Yucca Plant, are the main focus, with an artistic spin with the western font. She thanked the Town for the opportunity.

Commission Comments and Questions:

Commissioner Staehle: Does the potential travel center impede with the welcome sign? Will this sign be a part of the wayfinding signs? Wanted to advise the Commission to

keep in mind while choosing the design is what can be potentially included in the wayfinding signs.

Recreation Supervisor Clayton Rardon responded that we do not have any details on that project at this time. He shared that the Town Council discussed options of professional branding of wayfinding signs and in this instance decided that they wanted a more unique and artistic approach when it came to the Town entry sign.

Vice Chair Brady: I don't want to rush into something if those travel center plans change the whole thing. If we do choose five submissions, we do need more information on that travel center.

Clayton Rardon responded that due to the significance of this project, there will be an extended public comment period for this Public Art Program which will provide for any available information on future developments be gathered and shared with the commission at an upcoming meeting.

Commissioner Rauch: Staff can follow up with information on any changes to the placement in the future. I wouldn't want to reopen the Call for Art because I want to honor the submissions from the first round. If we are going to use a scoring matrix criterion it would need to be known to the applicants know what we are looking for. Vice Chair Brady agreed with this statement.

Clayton Rardon if we did agree with a scoring matrix, this item would become a receive and file then we would come back with a matrix.

Commissioner Keesling: If we were going to do a scoring matrix perhaps it should have been shared with the artists in the Call for Artists so they know what they would be scored on. Thank you to all the artists that produced this work, all of them are great! To narrow the selection, the Commission should concentrate on the designs that they believe would be suitable for a monument if that is a preference. Also, I prefer designs that are not symmetrical and I like it when the pieces incorporate local materials. I believe the Commission can narrow it down to 5 or 6 designs. Supervisor Rardon mentioned that he provided a ranking worksheet that would be similar to the selection for the last art program.

Commissioner Rauch: Yes, putting a scoring matrix together after the fact is unfair. I am in favor of Commissioner Keesling's idea that we all select our favorites to see if we can come up with a top group of perhaps 6 or so, using the ranking sheet provided.

Commissioner Staehle: Can we add an option that if the travel center impacts the piece, that it could be moved across the street?

Supervisor Rardon responded that the property that was selected for the monument by the Town Council is Town owned property and therefore ideal. If there ends up being an issue with the location the Council would revisit some of the other location options that were on the table.

Community Services Manager Sue Earnest explained that when the Council did its review, the Community Development Department identified four possible sites. The

Council selected this location as their first choice, if this site becomes unworkable it is likely that the Town Council will direct staff to explore the other locations and bring back for further discussion and selection.

Commissioner Staehle: Thank you for that information. It is good to know that if something were to impede the sign it can be relocated.

Chair Melby called a short recess at 7:11 p.m. to allow for the PRC Commissioners to complete the submission ranking worksheet provided.

Chair Melby reconvened the meeting at 7:31 p.m.

Clayton Rardon presented results of the member rankings:

The top 5 submissions were:

1. Christopher and David Falossi-5
2. Cory Hamilton-15
3. Catherine Iblings-19
4. David Irwin-19
5. Gina Pliss-37

Commissioner Ed Keesling: We should send the top five for public comment.

Commissioner Rauch- I agree we should send the top five. Thank you to all the artists, please continue to submit.

Commissioner Keesling moved to submit the submissions ranked 1 through 5 to public comment, Vice Chair Brady seconded.

Community Services Manager Sue Earnest thanked all of the artists who submitted. She commented that all of the submissions were amazing, and that Town staff were so excited to see their wonderful work. We really appreciate the participation.

MOTION:

The Commission approved the submissions that were ranked 1-5 to include Falossi, Hamilton, Iblings, Irwin and Pliss to be moved forward to the Public Comment Period.

RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Ed Keesling, Commissioner

SECONDER: Jeff Brady, Vice Chair

AYES: Brady, Melby, Keesling, Rauch, Staehle

DEPARTMENT REPORTS

5. **Town-wide Beautification Program Update - Signage**

Deputy Town Manager Stueckle presented an update on the Town Council's Strategic Plan initiative and action plan related to highway beautification and Town entry signage. Stueckle explained the current sign location is on private property and not maintained by the Town and staff has been evaluating location options and is proposing a new location of the west-end entry sign to the southwest corner of Highway 62 and Camino Del Cielo.

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

Council Member Abel spoke favorably of the alternative site at Camino Del Cielo as a Town-owned property with nice visibility.

Council Member Schooler also likes the alternative site at Camino Del Cielo as a Town owned property.

Council Member Denison stated he agrees with previous comments about the alternative location.

Mayor Pro Tem Drozd explained the proposed corner is the perfect spot.

Mayor Lombardo alternative site is a great location and is looking forward to the design process.

RESULT: NO MOTION MADE

13. Town-wide Beautification Program Update - Signage

Town Manager Yakimow presented the staff report, prompting discussion on ideas for Town entry signage.

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

Council Member Schooler noted the Town has been kicking around branding for three decades and would like to see movement by starting with the 3rd or 4th option for a full project.

Council Member Abel spoke of the current, west entry sign is not on Town property and noted he likes the look of the City of Rancho Mirage signage. Abel stated he would like to start simple instead of a full branding process.

Council Member Denison likes the idea that there is a need for full branding as Council Member Schooler suggested. Seems difficult to come up with signage without knowing what the Town's brand is and suggested option 3 or 4 would be his choice.

Mayor Pro Tem Drozd agrees that PRCC should be involved with the process. The Town has a nice corporate logo and it should be used consistently and would like to include Pioneertown Road as a location for an entry sign.

Mayor Lombardo suggested having the Youth Commission involved in the process and possibly incorporating a gabion-type structure to the sign. Lombardo suggested using the Park and Ride property and an entry sign location on the west-end.

Town Manger Yakimow explained the different components of the provided spectrum.

Community Services Manager Earnest provided information on the potential process as signage development may take through the public art process.

Council Member Schooler asked for an explanation of the branding definition.

Council Member Abel asked if the Town's current communication services vendor, Tripepi Smith does branding work. Yakimow explained they could but would be outside of the current scope of work.

Council Member Denison stated we need a brand, even if we don't implement everything in phase 1.

RESULT: NO MOTION MADE

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: February 9, 2026

Meeting Date: February 17, 2026

Subject: Ordinance to Amend Chapter 6.04 (Abatement of Public Nuisances) and Chapter 11.100 (Sidewalk Maintenance and Repairs) of the Town Municipal Code Regarding Removal of Weeds, Trash, Debris, and Obstructions from Public Sidewalks

Recommendation:

That the Town Council introduces the Ordinance, amending Chapter 6.04 (Abatement of Public Nuisances) and Chapter 11.100 (Sidewalk Maintenance and Repairs), of the Yucca Valley Municipal Code (YVMC) to update and expand enumerated public nuisance conditions affecting sidewalks, parkways, and the public right-of-way, and clarifying the definition of sidewalks.

Prior Review:

There has been no prior review with the Town Council.

Discussion:

In recent months, concerns have been expressed about the removal of debris, trash, weeds, etc., from town sidewalks; whose responsibility it is to maintain sidewalks; and how to effectively manage the public right of way, including conditions affecting public health, safety, and welfare.

The proposed amendment changes language in two chapters of the Yucca Valley Municipal Code (YVMC), 6.04 (Abatement of Public Nuisances) and 11.100 (Sidewalks). Chapter 6.04 provides the mechanism and processes for the identification, notice, hearing, abatement, and cost recovery of public nuisance conditions within the Town, including conditions affecting public health, safety, and welfare. Chapter 11.100 regulates sidewalk maintenance and related responsibilities, and, in the desire to clarify the definition of "sidewalk," to expressly include non-hardscape pedestrian areas, such as planting strips and driveway approaches, that function as part of the pedestrian right-of-way.

Alternatives

No alternatives are recommended by Town Staff.

Fiscal Impact:

There is very little fiscal impact, aside from the Town Attorney's billed hours.

Attachments

1. Yucca Valley - Ordinance - Sidewalk Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE YUCCA VALLEY TOWN COUNCIL AMENDING CHAPTERS 6.04 (ABATEMENT OF PUBLIC NUISANCES) AND 11.100 (SIDEWALKS) OF THE YUCCA VALLEY MUNICIPAL CODE TO UPDATE AND EXPAND ENUMERATED PUBLIC NUISANCE CONDITIONS AFFECTING SIDEWALKS, PARKWAYS, AND THE PUBLIC RIGHT-OF-WAY AND CLARIFY THE DEFINITION OF SIDEWALKS

The Yucca Valley Town Council does ordain as follows:

SECTION 1. *Findings.* The Town Council finds, determines and declares as follows:

- A. Streets, sidewalks, parkways, and other public rights-of-way are public facilities held and maintained for the benefit of the community, and keeping those areas in a safe, unobstructed, and accessible condition is directly related to pedestrian mobility, public safety, and the general welfare.
- B. Vegetation, weeds, debris, and similar conditions located on or adjacent to sidewalks and other portions of the public right-of-way may obstruct pedestrian travel, reduce visibility, create tripping hazards, and otherwise interfere with the intended public use of those facilities.
- C. Government Code § 38771 authorizes a city legislative body, by ordinance, to declare what constitutes a public nuisance.
- D. Government Code § 38773 authorizes a city to provide for the abatement of public nuisances at the expense of the persons creating, causing, committing, or maintaining them, and to recover the costs of abatement in accordance with Government Code §§ 38773.1 or 38773.5.
- E. Government Code §§ 38773.1 and 38773.5 authorize a city, by ordinance, to establish administrative procedures for nuisance abatement, including recovery of abatement costs and related administrative expenses through nuisance abatement liens or special assessments on the affected property.
- F. Government Code § 38775 authorizes a city legislative body to prohibit and prevent encroachments or obstructions upon sidewalks, streets, alleys, and other public places, to declare such encroachments or obstructions to be public nuisances, and to provide for their abatement, including recovery of abatement costs as a lien against the affected property and as a personal obligation of the responsible party.

- G. Yucca Valley Municipal Code (“YVMC”) Chapter 6.04 (Abatement of Public Nuisances) establishes procedures for the identification, notice, hearing, abatement, and cost recovery of public nuisance conditions within the Town, including conditions affecting public health, safety, and welfare.
- H. The Town Council finds that addressing vegetation, weeds, debris, and similar conditions affecting sidewalks and parkways through the existing nuisance abatement framework in Chapter 6.04 promotes consistent enforcement, avoids duplicative procedures, and provides a clear and administratively efficient mechanism for abatement and cost recovery.
- I. YVMC Chapter 11.100 (Sidewalks) regulates sidewalk maintenance and related responsibilities, and the Town Council desires to clarify the definition of “sidewalk” to expressly include non-hardscape pedestrian areas, such as planting strips and driveway approaches, that function as part of the pedestrian right-of-way.
- J. The Town Council finds that limiting amendments to YVMC Chapter 11.100 to a definitional clarification, while addressing enforcement of vegetation, weeds, and debris through Chapter 6.04, maintains the distinct purposes of each chapter and reduces long-term code complexity.
- K. The Town Council therefore determines that it is in the best interest of the Town to amend YVMC Chapters 6.04 and 11.100 as set forth herein to improve sidewalk accessibility, public safety, and enforcement clarity.

SECTION 2: YVMC § 6.04.020 (Definitions) is amended to add a new definition alphabetically as follows:

“ * * *

PUBLIC RIGHT-OF-WAY: Any street, road, alley, sidewalk, pedestrian walkway, trail, parkway, easement, or other area dedicated or customarily used for public travel or access, whether improved or unimproved.

* * *”

SECTION 3: Subsection E of YVMC § 6.04.030 (Declaration of Nuisance) is amended to read as follows:

6.04.030 DECLARATION OF NUISANCE

“ * * *

- E. It shall be the duty of any person owning, leasing, renting, occupying, charged with the management of or having charge or possession of any property in the town to remove, abate and prevent the occurrence or reoccurrence of a public nuisance upon such property. The existence of a public nuisance will be based on the presence of the condition, regardless of intent or knowledge. Any recurrence of a condition may be deemed to be a continuation of the original condition.

* * *

SECTION 4: YVMC § 6.04.030 (Declaration of Nuisance) is amended to add a new subsection H, which will read as follows:

6.04.030 DECLARATION OF NUISANCE

“ * * *

- H. Vegetation, objects, materials, debris, or other conditions located on private property, within the public right-of-way, or on any parkway, frontage, or area adjacent to or abutting private property, that obstruct, encroach upon, interfere with, or otherwise impede the safe and unobstructed use of any sidewalk, pedestrian walkway, trail, street, alley, or other public right-of-way, or that create a hazard to pedestrians, bicyclists, or motorists.”

SECTION 5: YVMC § 11.100.020 (Definitions) is amended to amend the definition of “SIDEWALK” as follows:

6.04.030 DEFINITIONS

“ * * *

SIDEWALK: Any area provided for the use of pedestrians, including planting areas, driveway approaches or parking strips, between the public vehicular roadway and the edge of right of way bordering adjacent private property, whether or not it is covered with a hard surface, including without limitation, cement, concrete, asphalt, or rock.

* * *

SECTION 6: *Environmental Assessment.* This Ordinance is exempt from review under

the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; “CEQA”) and CEQA Guidelines (14 Cal. Code Regs. §§ 15000, et seq.) because this Ordinance clarifies the definition of “sidewalk” within existing public rights-of-way and amends the Town’s existing nuisance abatement framework to address vegetation, weeds, debris, and similar conditions affecting public sidewalks and parkways. This Ordinance does not authorize any new construction, expansion of infrastructure, or physical alteration of the environment, and instead provides enforcement and maintenance standards applicable to existing facilities. Accordingly, the Ordinance is categorically exempt from CEQA pursuant to CEQA Guidelines § 15301 (Class 1, Existing Facilities), because it applies to the operation, maintenance, and regulation of existing public rights-of-way and related facilities. In addition, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and the Ordinance is therefore also exempt under CEQA Guidelines § 15061(b)(3) (Common Sense Exemption).

SECTION 7: Construction. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the Town Council’s intent that the provisions of this Ordinance be interpreted or implemented by the Town and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8: Summaries of Information. All summaries of information in the findings herein are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the Town Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, this Ordinance’s provisions are severable.

SECTION 10: Recordation. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the Town of Yucca Valley’s book of original ordinances; make a note of the passage and adoption of this Ordinance and cause it to be published or posted in accordance with California law.

SECTION 11: Effective Date. This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Merl Abel, Mayor

ATTEST:

Ordinance No.
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Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

Thomas Jex, Town Attorney