

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, JULY 21, 2026**
Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/98109341005?pwd=82T8M0xraLiiy1RTYNN49Sjt2Ur7e1.1>

Meeting ID: 981 0934 1005

Passcode: 389056

Telephone: (669) 0934-1005

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Public comment is limited to three (3) minutes per speaker, or as otherwise directed by the Mayor/Chair.

In the event of technical difficulties resulting in a loss of connectivity or disruption to virtual streaming, pursuant to Government Code Section 54953.4 and SB 707, the Town will make a good faith effort to restore public access. No action will be taken on agenda items during the disruption. If access cannot be restored, the meeting will be recessed for at least one hour or until access is restored, in accordance with Government Code Section 54953.4.

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Town Council

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

*** * * ***

TOWN ADMINISTRATIVE OFFICE:

760-369-7207

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

AGENDA
MEETING OF THE TOWN COUNCIL
TUESDAY, JULY 21, 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:

Call to Order

Roll Call

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

Pledge of Allegiance

Invocation

Presentations, Introductions, Recognitions

Approval of Agenda

1. 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.

2. Minutes

Recommendation:

Approve the meeting minutes of Tuesday, June 16, 2026 as presented.

3. Rejection of Claim

Recommendation:

Reject one Claim filed against the Town of Yucca Valley submitted on May 18, 2026, by Mary Gonsalves.

4. Adoption of Safety Programs

Recommendation:

That the Town Council approves the adoption and implementation of the following three safety programs to ensure compliance with Cal/OSHA regulations.

5. Consideration of Participation in the Coalition to Reform California's Tort Liability System

Recommendation:

1. **Authorize the Town of Yucca Valley to join the Coalition to Reform California's Tort Liability System; and**
2. **Authorize the Town Manager to execute any documents necessary to participate in the coalition including providing the Town's logo for collateral.**

6. Approval of Updated Section 125 Benefit Plan Document.

Recommendation:

That the Town Council approves the draft amended Section 125 Cafeteria Plan Document, subject to non-substantive changes and/or edits.

7. AB1234 Reporting Requirements

Recommendation:

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

8. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Register Correction totaling \$2,855.17 dated May 28, 2026. Ratify the Payroll Registers totaling \$306,093.51 dated June 05, 2026, and \$380,509.91 dated June 18, 2026. Ratify the Warrant Register totaling \$6,732,811.86 for the period of June 1, 2026, through June 30, 2026.

9. Resolution No. 26-XX: Measure I Five-Year Capital Improvement Program, 2026/2027 to 2030/2031, Measure I Expenditure Strategy

Recommendation:

That the Town Council adopts Resolution No. 26-xx approving the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Years 2026/2027 to 2030/2031.

10. On-Call Concrete Repair and Replacement Maintenance Services – Award of Maintenance Services Contract

Recommendation:

That the Town Council awards a two (2) year maintenance service contract to MD Concrete, authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional services agreement and related documents, in the not-to-exceed amount of \$200,000.00 each year for on-call concrete repair and replacement maintenance services.

11. Cooperative Agreement with San Bernardino County to Conduct Preventative Maintenance and Rehabilitation on Various Roads in the Yucca Valley Area.

Recommendation:

That the Town Council approves the Aberdeen Drive and Other Roads Agreement with San Bernardino County for pavement preventative maintenance and rehabilitation of roadway surfaces on various road projects in the Yucca Valley area in the amount not to exceed \$48,000.00 and \$5,000.00 contingency.

12. Treasurer's Report for the Quarter Ending June 30, 2026

Recommendation:

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

13. Hi-Desert Nature Museum Re-Plumbing Project – Town Project No. 8067

Recommendation:

1. Approve the award of a construction contract with Haus ADU LLC., in the amount of \$36,320.00 for the Hi-Desert Nature Museum Replumbing Project, and a construction contingency of \$8,680;
2. Authorize construction, construction contingencies, and inspection costs in the total amount of \$50,000.00; and
3. Authorize 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.

Department Reports

14. YV ARC Quarterly Project Update

Recommendation:

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

15. Tripepi Smith Communication Services - Professional Services Agreement

Recommendation:

Approve a multi-year professional services agreement with Tripepi Smith for general and special communication services through June 30, 2028 for \$8,550 monthly retainer AND authorize the Town Manager to negotiate and execute a professional services agreement for the same.

16. Independence Day Event Recap

Recommendation:

Receive and file the Independence Day Event Recap and provide direction regarding future Independence Day events.

17. Investment Policy for FY2026-28

Recommendation:

Review and approve the FY 2026-28 Investment Policy; and receive and file the Chandler Investment Portfolio Update

18. Designation of Voting Delegate and Alternates – League of California Cities Annual Conference and Expo (September 23–25, 2026)

Recommendation:

Designate one Council Member to serve as the Voting Delegate, and one Council Member to serve as Alternate, to represent the Town of Yucca Valley at the General Assembly during the 2026 League of California Cities Annual Conference and Expo on September 25, 2026.

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, August 18, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

**Town of Yucca Valley
Town Council Meeting Minutes
June 16, 2026**

Closed Session

1. **The Town Council will meet in closed session pursuant to the provisions of Government Code Section 54957(b) regarding a public employee performance evaluation.**

Job Title: Town Attorney

Town Attorney Jex stated there was no reportable action.

Call to Order

Mayor Abel called the meeting to order at 5:02 PM.

Roll Call

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

Excused: Rick Denison

Pledge of Allegiance

Led by Mayor Pro Tem Schooler.

Invocation

Invocation led by Pastor Bill Wilcox from Hosanna Hope.

Approval of Agenda

2. **Agenda Approval**

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

Motion:

Approve meeting agenda as prepared.

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

Mover: Council Member Robert Lombardo

Second: Mayor Pro Tem Jim Schooler

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

Consent Agenda

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

comments were closed.

3. Minutes

Motion:

Approve the meeting minutes of Tuesday, June 2, 2026 as presented.

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

Mover: Council Member Robert Lombardo

Second: Council Member Jeff Drozd

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

4. Resolution No. 26-XX; Ratification of County Fire Code; State of California Health and Safety Code Section 13869.7

Motion:

Adopt Resolution 26-23, ratifying the County of San Bernardino Fire Protection District, Ordinance No. FPD 26-02, and directs the Town Clerk to transmit the Resolution to San Bernardino County.

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

Mover: Council Member Robert Lombardo

Second: Council Member Jeff Drozd

Ayes: None

5. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009 Consultant Services Additional Funds

Motion:

Approve the contract amendments:

1. Approve an increase in the amount of \$65,000.00/month until project completion to SAFEWORKCM;
2. Approve an increase in the amount of \$9,000.00/month until project completion to Dahlin Architectural; and
3. Approve an increase in the amount of \$40,000.00/month until project completion to HMC Architects.
4. Approve Items #1 through #3 above through project completion or through January 31, 2027, which ever occurs first.

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

Mover: Council Member Robert Lombardo

Second: Council Member Jeff Drozd

Ayes: None

6. AB1234 Reporting Requirements

Motion:

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

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Seconders: Council Member Jeff Drozd
Ayes: None

7. Ratification of Warrant Registers

Motion:

Ratify the Payroll Registers totaling \$292,424.62 dated May 08, 2026, and \$362,008.95 dated May 22, 2026. Ratify the Warrant Registers totaling \$3,575,720.64 for the period of May 1, 2026, through May 31, 2026.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Seconders: Council Member Jeff Drozd
Ayes: None

8. Fleet Vehicle Purchase Confirmation

Motion:

Receive and file the confirmation of the Fleet Vehicle Purchase

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Seconders: Council Member Jeff Drozd
Ayes: None

9. Approval of Real Property Donation Agreement for APN 0595-171-04 – San Bernardino County Fire Station 41

Motion:

1. Approve the Real Property Donation Agreement between the Town of Yucca Valley (“Donor”) and the San Bernardino County Fire Protection District (“Donee”) for the conveyance of APN 0595-171-04 (Fire Station 41 site); and
2. Authorize the Town Manager, or designee, to execute all documents necessary to complete the conveyance and related escrow and recording actions, and to make non-substantive revisions as necessary.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Second: Council Member Jeff Drozd
Ayes: None

10. Ordinance 334 - Second Reading- Adopting Specific Plan 01-04, Amendment #2, To the Yucca Valley Retail Center Specific Plan

Motion:

That the Town Council adopts Ordinance 334 entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING SPECIFIC PLAN 01-04, AMENDMENT #2, TO THE YUCCA VALLEY RETAIL CENTER SPECIFIC PLAN

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Council Member Robert Lombardo
Second: Council Member Jeff Drozd
Ayes: None

Department Reports

11. Approval of Lease Agreement with Yucca Valley BMX for Operation of the Town BMX Facility

Mayor Abel recused himself from consideration of this agenda item and left the room.

Recreation Supervisor Kusmieruk presented the staff report regarding approval of a lease agreement with Yucca Valley BMX for operation of the Town BMX facility.

Heather Quintana from Yucca Valley and member of the Basin Wide Foundation, expressed support for the agreement and the efforts to restore the BMX facility as a community asset for local youth.

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

Council Members shared comments in support of the agreement and reflected on the facility's positive impact and history within the community.

Motion:

1. Approve the Lease Agreement between the Town of Yucca Valley and Yucca

- Valley BMX, operating under the fiscal sponsorship of Basin Wide Foundation, for operation and management of the Town BMX Facility; and
2. Authorize the Town Manager to execute the Lease Agreement and any minor non-substantive revisions approved by the Town Attorney.

Result: Passed (Yes 3, No 0, Abstained 1)
Mover: Council Member Robert Lombardo
Second: Council Member Jeff Drozd
Ayes: Jeff Drozd, Jim Schooler, Robert Lombardo

12. Professional Services Agreement with Morongo Basin Humane Society

Town Manager Yakimow provided the staff report for the Professional Services Agreement with Morongo Basin Humane Society.

Mayor Abel opened public comment.

Cheryl Contopolus expressed support for this noting it would help critters and the community.

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

Council Members expressed support for the agreement and discussed the number of animals that may be transferred, implementation of the program, and the anticipated benefits to both organizations, including increased kennel capacity and improved outcomes for animals requiring additional care or adoption assistance.

Motion:

1. Approve a Professional Services Agreement with the Morongo Basin Humane Society (MBHS) for animal transfer, rehabilitation, and rehoming services for the period of July 1, 2026, through June 30, 2028.; and
2. Authorize the Town Manager, or designee, to execute all documents necessary to complete the agreement and to make non-substantive revisions as necessary.

Result: Passed (Yes 4, No 0, Abstained 0)
Mover: Mayor Merl Abel
Second: Mayor Pro Tem Jim Schooler
Ayes: Merl Abel, Jeff Drozd, Jim Schooler, Robert Lombardo

13. Resolution No. 26-XX: Town of Yucca Valley, FY 2026-2027, SB 1, Road Maintenance

and Rehabilitation Account (RMRA): Approval of the project list; Authorization to Submit the Town's Project List to the California Transportation Commission.

Public Works Director Qishta presented the staff report regarding the Town's Fiscal Year 2026–2027 SB 1 Road Maintenance and Rehabilitation Account (RMRA) project list and authorizing its submittal to the California Transportation Commission.

Staff provided an overview of the SB 1 funding program and the project selection process.

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

Council Members discussed the proposed slurry seal and cape seal projects, including funding and the use of SB 1 funds for roadway maintenance improvements.

Future Agenda Items

There were no future agenda items requested by the Town Council.

Public Comments

Mayor Abel opened public comment.

Gina Pasquini spoke in support of bringing the rodeo back to the Town of Yucca Valley and encouraged the Town to partner in its return.

Abby Olea, age 17, Lucy Olea, age 12, and Vivian Ripley also expressed support for reestablishing the rodeo, citing its value to the community and local opportunities.

Cheryl Contapolis commented on recent power outages and urged continued efforts to improve electrical reliability.

Asia, Town resident, addressed the Town's residential chicken ordinance and requested that the Council consider updating the current lot size requirements.

With no other members of the public wishing to speak, public comment was closed.

Staff Reports and Comments

Public Works Director Qishta provided updates on the pickleball court project and monument sign projects.

Recreation Supervisor Kusmieruk highlighted recent recreation and senior center activities, museum exhibits, aquatic program registration, youth and adult recreation programs, and the Independence Day celebration.

Deputy Town Manager Stueckle provided an Western Joshua Tree update.

Town Manager Yakimow reported on ongoing legislative advocacy efforts, encouraged the public to visit Hi-Desert Water District's sewer project webpage for updates, and stated that Town staff will continue working with Southern California Edison to advocate for improved electrical reliability.

Mayor and Council Member Reports and Comments

Council Member Drozd expressed enthusiasm for the BMX program and support for efforts to bring the rodeo back to Yucca Valley. He also commented on recent power outages, thanked Town staff, and encouraged the community to attend the Independence Day celebration.

Council Member Lombardo shared support for the return of BMX and the rodeo, commended the young public speakers for their remarks, expressed support for reviewing the residential chicken ordinance, thanked first responders, and encouraged attendance at the Independence Day celebration.

Mayor Pro Tem Schooler expressed support for the return of BMX and the rodeo and thanked community members for their involvement. He also highlighted the success of the Repti-Palooza event at the museum and commended staff for organizing the event.

Mayor Abel expressed excitement about the opening of the Town pool, thanked the Town Manager and Town Attorney for their dedication and availability, and expressed appreciation to Town staff for their continued efforts.

Announcements

Mayor Abel announced that the Town Council would not meet on July 7, and that the next regularly scheduled Town Council meeting would be held on July 21, 2026.

Mayor Abel adjourned the regular meeting to closed session at 06:03 PM

Respectfully Submitted,

Brooke Dudra
Town Clerk

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



To: Town Council

From: Debra Breidenbach, Human Resources and Risk Manager

Date: June 2, 2026

Meeting Date: July 21, 2026

Subject: Rejection of Claim

Recommendation:

Reject one Claim filed against the Town of Yucca Valley submitted on May 18, 2026, by Mary Gonsalves.

Prior Review:

There has been no prior review on this item.

Discussion:

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

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

Alternatives

No alternative is recommended.

Fiscal Impact:

None

Attachments

None

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



To: Town Council

From: Debra Breidenbach, Human Resources and Risk Manager

Date: June 4, 2026

Meeting Date: July 21, 2026

Subject: Adoption of Safety Programs

Recommendation:

That the Town Council approves the adoption and implementation of the following three safety programs to ensure compliance with Cal/OSHA regulations.

Prior Review:

There has been no prior review on this item.

Discussion:

In order to maintain compliance with **Cal/OSHA** requirements and ensure a safe working environment for all employees, the Town has developed three comprehensive safety programs. These programs address specific workplace hazards and establish procedures, training requirements, and safety protocols necessary to protect employees from occupational exposure risks.

- **Hazard Communication Program**

This program ensures that employees are informed about hazardous chemicals present in the workplace. It includes requirements for proper labeling, Safety Data Sheets (SDS), and employee training to promote safe handling and use of chemicals.

- **Respirable Crystalline Silica Program**

This program addresses employee exposure to respirable crystalline silica, which may be generated during activities such as construction, maintenance, or landscaping. The program establishes exposure control methods, engineering controls, and required protective measures to reduce health risks.

- **Bloodborne Pathogen Exposure Control Plan**

This program is intended to protect employees who may be exposed to blood or other potentially infectious materials. It outlines procedures for exposure prevention, use of personal protective equipment (PPE), training, and post-exposure response in accordance with regulatory requirements.

Implementation of these programs will formalize existing safety practices, enhance employee training, and reduce the risk of workplace injuries and illnesses. Additionally, adoption ensures the Town remains compliant with state regulatory requirements and minimizes potential liability.

Alternatives

None.

Fiscal Impact:

There is minimal impact associated with the adoption of these programs. Potential costs may include training, personal protective equipment and administrative time, all of which can be accommodated within the adopted FY 2026/28 budget.

Attachments

1. Respirable-Crystalline-Silica-Program-1
2. Bloodborne-Pathogen-Program-TOYV
3. TOYV HAZARD COMM PROGRAM



**Town of Yucca Valley
Respirable Crystalline Silica Program
6/16/2026**

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DRAFT

Purpose

This Respirable Crystalline Silica Program was developed to prevent employee exposure to hazardous levels of respirable crystalline silica that could result through construction activities or nearby construction activities occurring on worksites. Respirable crystalline silica exposure at hazardous levels can lead to lung cancer, silicosis, chronic obstructive pulmonary disease, and kidney disease. It is intended to meet the requirements of the Occupational Exposures to Respirable Crystalline Silica Regulation ([CCR Title 8, Section 5204](#)) established by the State of California Department of Industrial Relations (Cal/OSHA).

All work involving chipping, cutting, drilling, grinding, or similar activities on materials containing crystalline silica can lead to the release of respirable-sized particles of crystalline silica (i.e., respirable crystalline silica). Crystalline silica is a basic component of soil, sand, granite, and many other minerals. Quartz is the most common form of crystalline silica. Many materials found on construction sites contain crystalline silica, including but not limited to cement, concrete, asphalt, pre-formed structures (inlets, pipe, etc.). Consequently, this program has been developed to address and control these potential exposures to prevent our employees from experiencing the effects of occupational illnesses related to respirable crystalline silica exposure.

Scope

This Respirable Crystalline Silica Program applies to all employees who have the potential to be exposed to respirable crystalline silica when covered by the Cal/OSHA regulation. The Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation applies to all occupational exposures to respirable crystalline silica in construction work, except where employee exposure will remain below 25 micrograms of respirable crystalline silica per cubic meter of air (25 $\mu\text{g}/\text{m}^3$) as an 8-hour time-weighted average (TWA) under any foreseeable conditions.

Responsibilities

The Town of Yucca Valley firmly believes protecting the health and safety of our employees is everyone's responsibility. This responsibility begins with upper management providing the necessary support to properly implement this program. However, all levels of the organization assume some level of responsibility for this program including the following positions.

Respirable Crystalline Silica Program Administrator (Human Resources and Risk Manager):

- Ensure managers, lead workers, site managers, supervisors and employees are educated in the hazards of silica exposure and trained to work safely with silica in accordance with Cal/OSHA's Occupational Exposures to Respirable Crystalline Silica Regulation and Cal/OSHA's Hazard Communication Standard.
- Maintain written records of training (for example, proper use of respirators), inspections (for equipment, personal protective equipment, and work methods/practices), medical

- surveillance (under lock and key), respirator medical clearances (under lock and key), and fit-test results.
- Conduct an annual review (or more often if conditions change) of the effectiveness of this program. This includes a review of available dust control technologies to ensure these are selected and used when practical.
- Coordinate work with other employers and contractors to ensure a safe work environment relative to silica exposure.

Managers:

- Ensure all applicable elements of this Respirable Crystalline Silica Program are implemented.
- Assist the Program Administrator in conducting jobsite assessments for silica containing materials and perform employee respirable crystalline silica hazard assessments in order to determine if exposure monitoring and medical surveillance is necessary.
- Ensure employees using respirators have been properly trained, medically cleared, and fit-tested. This process will be documented.
- Ensure work is conducted in a manner that minimizes and adequately controls the risk to workers and others. This includes ensuring workers use appropriate engineering controls and work practices and wear the necessary personal protective equipment (PPE).
- Where there is risk of exposure to silica dust, verify employees are properly trained on the applicable contents of this program and the applicable Cal/OSHA standards (such as hazard communication). Ensure employees are provided appropriate PPE when conducting such work.

Supervisors:

- Conduct jobsite assessments for silica containing materials and perform employee respirable crystalline silica hazard assessments in order to determine if an employee's exposure will be above 25 µg/m³ as an 8-hour TWA under any foreseeable conditions.
- Select and implement the appropriate control measures in accordance with the construction tasks identified in Cal/OSHA's Table 1 and potentially including (but not limited to) exposure monitoring, hazard communication training, medical surveillance, housekeeping, and others.

NOTE: Cal/OSHA's Table 1 is a list of 18 common construction tasks along with acceptable exposure control methods and work practices that limit exposure for those tasks.

- Ensure the materials, tools, equipment, PPE, and other resources (such as worker training) required to fully implement and maintain this Respirable Crystalline Silica Program are in place and readily available if needed.
- Make frequent and regular inspections of jobsites, materials, and equipment.
- Identify existing and foreseeable respirable crystalline silica hazards in the workplace and take prompt corrective measures to eliminate or minimize them. Notify the manager/supervisor and/or Program Administrator of any deficiencies identified during inspections in order to implement corrective action promptly.
- Assist the manager/supervisor and/or Program Administrator in conducting jobsite assessments for silica-containing materials and performing employee respirable crystalline silica hazard assessments in order to determine if an exposure control plan, exposure monitoring, and medical surveillance are necessary.

Employees:

- Follow recognized work procedures (such as the construction tasks identified in Cal/OSHA's Table 1) as established in this program.
- Use the assigned PPE in an effective and safe manner.
- Participate in respirable crystalline silica exposure monitoring.
- Report any unsafe conditions or acts to your manager/supervisor.

- Report any exposure incidents or any signs or symptoms of silica illness to your manager/supervisor.

Definitions

Action Level

Action level means a concentration of airborne respirable crystalline silica of 25 $\mu\text{g}/\text{m}^3$, calculated as an 8-hour TWA.

Employee exposure

Employee exposure means the exposure to airborne respirable crystalline silica that would occur if the employee were not using a respirator.

High-Efficiency Particulate Air (HEPA) Filter

High-efficiency particulate air (HEPA) filter means a filter that is at least 99.97 percent efficient in removing monodispersed particles of 0.3 micrometers in diameter.

Objective Data

Objective data means information such as air monitoring data from industry-wide surveys or calculations based on the composition of a substance, demonstrating employee exposure to respirable crystalline silica associated with a particular product or material or a specific process, task, or activity. The data must reflect workplace conditions closely resembling or with a higher exposure potential than the processes, types of material, control methods, work practices, and environmental conditions in the employer's current operations.

Permissible Exposure Limit (PEL)

Permissible exposure limit (PEL) means the employer shall ensure no employee is exposed to an airborne concentration of respirable crystalline silica in excess of 50 $\mu\text{g}/\text{m}^3$, calculated as an 8-hour TWA.

Physician or Other Licensed Health Care Professional (PLHCP)

Physician or other licensed health care professional (PLHCP) means an individual whose legally permitted scope of practice (i.e., license, registration, or certification) allows him or her to independently provide or be delegated the responsibility to provide some or all of the particular health care services required by the Medical Surveillance Section of the Cal/OSHA Respirable Crystalline Silica Standard.

Respirable Crystalline Silica

Respirable crystalline silica means quartz, cristobalite, and/or tridymite contained in airborne particles that are determined to be respirable by a sampling device designed to meet the characteristics for respirable-particle size-selective samplers specified in the International Organization for Standardization (ISO) 7708:1995: Air Quality-Particle Size Fraction Definitions for Health-Related Sampling.

Specialist

Specialist means an American Board Certified specialist in pulmonary disease or an American Board Certified specialist in occupational medicine.

Requirements

Specified Exposure Control Methods

When possible and applicable, the Town of Yucca Valley will conduct activities with potential silica exposure to be consistent with Cal/OSHA's Table 1. Supervisors will ensure each employee under their supervision and engaged in a task identified on Cal/OSHA's Table 1 has fully and properly implemented the engineering controls, work practices, and respiratory protection specified for the task on Table 1 (unless we have assessed and limited the exposure of the employee to respirable crystalline silica in accordance with the Alternative Exposure Control Methods Section of this program).

The task(s) being performed by the Town of Yucca Valley identified on Cal/OSHA's Table 1:

Table 1 - Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica

<i>Equipment/task</i>	<i>Engineering and work practice control methods</i>	<i>Required respiratory protection and minimum assigned protection factor(APF)</i>	
		<i>≤ 4 hours/shift</i>	<i>> 4 hours/shift</i>
(i) Stationary masonry saws	Use saw equipped with integrated water delivery system that continuously feeds water to the blade Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None.
(ii) Handheld power saws (any blade diameter)	Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions:		
	– When used outdoors	None	APF 10.
	– When used indoors or in an enclosed area	APF 10	APF 10.
(iii) Handheld power saws for cutting fiber-cement board (with blade diameter of 8 inches or less)	For tasks performed outdoors only: Use saw equipped with commercially available dust collection system. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency	None	None.

<i>Equipment/task</i>	<i>Engineering and work practice control methods</i>	<i>Required respiratory protection and minimum assigned protection factor(APF)</i>	
		≤ 4 hours/shift	> 4 hours/shift
TW(iv) Walk-behind saws	Use saw equipped with integrated water delivery system that continuously feeds water to the blade Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions:		
	– When used outdoors	None	None.
	– When used indoors or in an enclosed area	APF 10	APF 10.
(v) Drivable saws	For tasks performed outdoors only: Use saw equipped with integrated water delivery system that continuously feeds water to the blade. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None.
(vi) Rig-mounted core saws or drills	Use tool equipped with integrated water delivery system that supplies water to cutting surface Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None.

<i>Equipment/task</i>	<i>Engineering and work practice control methods</i>	<i>Required respiratory protection and minimum assigned protection factor(APF)</i>	
		<i>≤ 4 hours/shift</i>	<i>> 4 hours/shift</i>
(vii) Handheld and stand-mounted drills (including impact and rotary hammer drills)	Use drill equipped with commercially available shroud or cowl with dust collection system. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism. Use a HEPA-filtered vacuum when cleaning holes.	None	None.
(viii) Dowel drilling rigs for concrete	For tasks performed outdoors only: Use shroud around drill bit with a dust collection system. Dust collector must have a filter with 99% or greater efficiency and a filter-cleaning mechanism. Use a HEPA-filtered vacuum when cleaning holes.	APF 10	APF 10.
(ix) Vehicle-mounted drilling rigs for rock and concrete	Use dust collection system with close capture hood or shroud around drill bit with a low-flow water spray to wet the dust at the discharge point from the dust collector or operate from within an enclosed cab and use water for dust suppression on drill bit.	None	None
	Or operate from within an enclosed cab and use water for dust suppression on drill bit	None	None

Equipment/task	Engineering and work practice control methods	Required respiratory protection and minimum assigned protection factor (APF)	
		≤ 4 hours/shift	> 4 hours/shift
(x) Jackhammers and handheld powered chipping tools	Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact:		
	– When used outdoors	None	APF 10.
	– When used indoors or in an enclosed area	APF 10	APF 10.
	OR use tool equipped with commercially available shroud and dust collection system. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism:		
	– When used outdoors	None	APF 10.
	– When used indoors or in an enclosed area	APF 10	APF 10.
(xi) Handheld grinders for mortar removal (i.e., tuckpointing)	Use grinder equipped with commercially available shroud and dust collection system. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism	APF 10	APF 25.

Equipment/task	Engineering and work practice control methods	Required respiratory protection and minimum assigned protection factor(APF)	
		≤ 4 hours/shift	> 4 hours/shift
(xii) Handheld grinders for uses other than mortar removal	For tasks performed outdoors only: Use grinder equipped with integrated water delivery system that continuously feeds water to the grinding surface. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None.
	OR use grinder equipped with commercially available shroud and dust collection system. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism:		
	– When used outdoors	None	None.
	– When used indoors or in an enclosed area	None	APF 10.
(xiii) Walk-behind milling machines and floor grinders	OR use machine equipped with integrated water delivery system that continuously feeds water to the cutting surface Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions	None	None.

<i>Equipment/task</i>	<i>Engineering and work practice control methods</i>	<i>Required respiratory protection and minimum assigned protection factor(APF)</i>	
		≤ 4 hours/shift	> 4 hours/shift
	OR use machine equipped with dust collection system recommended by the manufacturer. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions. Dust collector must provide the air flow recommended by the manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism. When used indoors or in an enclosed area, use a HEPA-filtered vacuum to remove loose dust in between passes.	None	None.
(xiv) Small drivable milling machines (less than half-lane)	Use a machine equipped with supplemental water sprays designed to suppress dust. Water must be combined with a surfactant Operate and maintain machine to minimize dust emissions	None	None.
(xv) Large drivable milling machines (half-lane and larger)	For cuts of any depth on asphalt only: Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust Operate and maintain machine to minimize dust emissions.	None	None.
	For cuts of four inches in depth or less on any substrate: Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust Operate and maintain machine to minimize dust emissions	None	None.

Equipment/task	Engineering and work practice control methods	Required respiratory protection and minimum assigned protection factor(APF)	
		≤ 4 hours/shift	> 4 hours/shift
	OR use a machine equipped with supplemental water spray designed to suppress dust. Water must be combined with a surfactant Operate and maintain machine to minimize dust emissions	None	None.
(xvi) Crushing machines	Use equipment designed to deliver water spray or mist for dust suppression at crusher and other points where dust is generated (e.g., hoppers, conveyers, sieves/sizing or vibrating components, and discharge points). Operate and maintain machine in accordance with manufacturer's instructions to minimize dust emissions Use a ventilated booth that provides fresh, climate-controlled air to the operator, or a remote control station	None	None.
(xvii) Heavy equipment and utility vehicles used to abrade or fracture silica-containing materials (e.g., hoe-ramming, rock ripping) or used during demolition activities involving silica-containing materials	Operate equipment from within an enclosed cab When employees outside of the cab are engaged in the task, apply water and/or dust suppressants as necessary to minimize dust emissions	None	None.

<i>Equipment/task</i>	<i>Engineering and work practice control methods</i>	<i>Required respiratory protection and minimum assigned protection factor(APF)</i>	
		<i>≤ 4 hours/shift</i>	<i>> 4 hours/shift</i>
(xviii) Heavy equipment and utility vehicles for tasks such as grading and excavating but not including: Demolishing, abrading, or fracturing silica-containing materials	Apply water and/or dust suppressants as necessary to minimize dust emissions.	None	None.
	OR when the equipment operator is the only employee engaged in the task, operate equipment from within an enclosed cab	None	None.

When implementing the control measures specified in Table 1, the Town of Yucca Valley shall:

- For tasks performed indoors or in enclosed areas, provide a means of exhaust as needed to minimize the accumulation of visible airborne dust;
- For tasks performed using wet methods, apply water at flow rates sufficient to minimize release of visible dust;
- For measures implemented that include an enclosed cab or booth, ensure the enclosed cab or booth:
 - Is maintained as free as practicable from settled dust;
 - Has door seals and closing mechanisms that work properly;
 - Has gaskets and seals that are in good condition and working properly;
 - Is under positive pressure maintained through continuous delivery of fresh air;
 - Has intake air that is filtered through a filter that is 95% efficient in the 0.3-10.0 µm range (e.g., MERV-16 or better); and
 - Has heating and cooling capabilities.
- Where an employee performs more than one task included on Cal/OSHA's Table 1 during the course of a shift and the total duration of all tasks combined is more than four hours, the required respiratory protection for each task is the respiratory protection specified for more than four hours per shift. If the total duration of all tasks on Table 1 combined is less than four hours, the required respiratory protection for each task is the respiratory protection specified for less than four hours per shift.

Alternative Exposure Control Methods

Alternative exposure control methods apply for tasks not listed in Cal/OSHA's Table 1 or where we cannot fully and properly implement the engineering controls, work practices, and respiratory protection described in Table 1.

We will assess the exposure of each employee who is or may reasonably be expected to be exposed to respirable crystalline silica at or above the action level in accordance with either the performance option or the scheduled monitoring option.

- **Performance Option** – We will assess the 8-hour TWA (Time-Weighted Average) exposure for each employee on the basis of any combination of air monitoring data or objective data sufficient to accurately characterize employee exposures to respirable crystalline silica.
- **Scheduled Monitoring Option:**
 - We will perform initial monitoring to assess the 8-hour TWA exposure for each employee on the basis of one or more personal breathing zone air samples that reflect the exposures of employees on each shift, for each job classification, and in each work area. Where several employees perform the same tasks on the same shift and in the same work area, we will plan to monitor a representative fraction of these employees. When using representative monitoring, we will sample the employee(s) who are expected to have the highest exposure to respirable crystalline silica.
 - If initial monitoring indicates employee exposures are below the action level, we will discontinue monitoring for those employees whose exposures are represented by such monitoring.
 - Where the most recent exposure monitoring indicates employee exposures are at or above the action level but at or below the PEL, we will repeat such monitoring within six months of the most recent monitoring.
 - Where the most recent exposure monitoring indicates employee exposures are above the PEL, we will repeat such monitoring within three months of the most recent monitoring.
 - Where the most recent (non-initial) exposure monitoring indicates employee exposures are below the action level, the Town of Yucca Valley will repeat such monitoring within six months of the most recent monitoring until two consecutive measurements, taken seven or more days apart, are below the action level, at which time we will discontinue monitoring for those employees whose exposures are represented by such monitoring, except when a reassessment is required. We will

reassess exposures whenever a change in the production, process, control equipment, personnel, or work practices may reasonably be expected to result in new or additional exposures at or above the action level, or when the Town of Yucca Valley has any reason to believe new or additional exposures at or above the action level have occurred.

We will ensure all respirable crystalline silica samples taken to satisfy the monitoring requirements of this program and Cal/OSHA are collected by a qualified individual (i.e., a Certified Industrial Hygienist) and the samples are evaluated by a qualified laboratory (i.e., accredited to ANS/ISO/IEC Standard 17025:2005 with respect to crystalline silica analyses by a body that is compliant with ISO/IEC Standard 17011:2004 for implementation of quality assessment programs).

Within five working days after completing an exposure assessment, we will individually notify each affected employee in writing of the results of that assessment or post the results in an appropriate location accessible to all affected employees.

Whenever an exposure assessment indicates employee exposure is above the PEL, we will describe in the written notification the corrective action being taken to reduce employee exposure to or below the PEL.

Where air monitoring is performed, we will provide affected employees or their designated representatives an opportunity to observe any monitoring of employee exposure to respirable crystalline silica. When observation of monitoring requires entry into an area where the use of protective clothing or equipment is required for any workplace hazard, we will provide the observer with protective clothing and equipment at no cost and shall ensure the observer uses such clothing and equipment.

Once air monitoring has been performed, we will determine its method of compliance based on the monitoring data and the hierarchy of controls. The Town of Yucca Valley will use engineering and work practice controls to reduce and maintain employee exposure to respirable crystalline silica to or below the PEL, unless we can demonstrate that such controls are not feasible. Wherever such feasible engineering and work practice controls are not sufficient to reduce employee exposure to or below the PEL, we will nonetheless use them to reduce employee exposure to the lowest feasible level and shall supplement them with the use of respiratory protection.

In addition to the requirements of this program, we will comply with other programs and Cal/OSHA standards (such as CCR Title 8, Section 1530.1 [Ventilation]), when applicable where abrasive blasting is conducted using crystalline silica-containing blasting agents or where abrasive blasting is conducted on substrates that contain crystalline silica.

Control Methods

We will provide control methods that are either consistent with Table 1 or otherwise minimize worker exposures to silica. These exposure control methods can include engineering controls, work practices, and respiratory protection. Listed below are control methods to be used when Table 1 is not followed:

HEPA vacuum and/or appropriate other methods.

Respiratory Protection

Where respiratory protection is required by this program, we will provide each employee an appropriate respirator that complies with the requirements of the Town of Yucca Valley's Respiratory Protection Program and the Cal/OSHA Respiratory Protection Standard (CCR Title 8, Section 4144).

Respiratory protection is required where specified by the Cal/OSHA Table 1, for tasks not listed in Table 1, or where we have not fully and properly implemented the engineering controls, work practices, and respiratory protection described in Table 1. Situations requiring respiratory protection include:

- Where exposures exceed the PEL during periods necessary to install or implement feasible engineering and work practice controls;
- Where exposures exceed the PEL during tasks, such as certain maintenance and repair tasks, for which engineering and work practice controls are not feasible; and
- During tasks for which an employer has implemented all feasible engineering and work practice controls and such controls are not sufficient to reduce exposures to or below the PEL.

Housekeeping

We do not allow dry sweeping or dry brushing where such activity could contribute to employee exposure to respirable crystalline silica unless wet sweeping, HEPA-filtered vacuuming, or other methods that minimize the likelihood of exposure are not feasible.

We do not allow compressed air to be used to clean clothing or surfaces where such activity could contribute to employee exposure to respirable crystalline silica unless:

- The compressed air is used in conjunction with a ventilation system that effectively captures the dust cloud created by the compressed air; or
- No alternative method is feasible.

Standard Operating Procedure

When employee exposure on a construction project is expected to be at or above the action level, a written SOP will be established and implemented. This SOP will contain at least the following elements:

- A description of the task(s) in the workplace that involve(s) exposure to respirable crystalline silica;
- A description of the engineering controls, work practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task;
- A description of the housekeeping measures used to limit employee exposure to respirable crystalline silica; and
- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by other employers or sole proprietors.

The written SOP will designate a manager/supervisor to make frequent and regular inspections of jobsites, materials, and equipment to ensure the SOP is implemented.

The written SOP will be reviewed at least annually to evaluate its effectiveness and updated, as necessary. Having said this, SOPs are project specific and most project durations do not exceed a year. The written SOP will be readily available for examination and copying, upon request, to each employee covered by this program and/or SOP, their designated representatives, and Cal/OSHA.

Medical Surveillance

Medical surveillance will be made available for each employee who will be required to use a respirator for 30 or more days per year due to their respirable crystalline silica exposure. Medical surveillance (i.e., medical examinations and procedures) will be performed by a PLHCP and provided at no cost to the employee at a reasonable time and place.

We will make available an initial (baseline) medical examination within 30 days after initial assignment, unless the employee has received a medical examination that meets the requirements of the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation within the last three years. The examination shall consist of:

- A medical and work history, with emphasis on past, present, and anticipated exposure to respirable crystalline silica, dust, and other agents affecting the respiratory system in addition to any history of respiratory system dysfunction, including signs and symptoms of respiratory disease (e.g., shortness of breath, cough, wheezing), history of tuberculosis, and smoking status and history;
- A physical examination with special emphasis on the respiratory system;
- A chest X-ray (a single postero-anterior radiographic projection or radiograph of the chest at full inspiration recorded on either film [no less than 14 x 17 inches and no more than 16

x 17 inches] or digital radiography systems) interpreted and classified according to the International Labour Office (ILO) International Classification of Radiographs of Pneumoconiosis by a NIOSH-certified B Reader;

- A pulmonary function test to include forced vital capacity (FVC-Forced Vital Capacity) and forced expiratory volume in one second (FEV1) and FEV1/FVC ratio, administered by a spirometry technician with a current certificate from a NIOSH-approved spirometry course;
- Testing for latent tuberculosis infection; and
- Any other tests deemed appropriate by the PLHCP.

We will make available medical examinations that include the aforementioned procedures (except testing for latent tuberculosis infection) at least every three years. If recommended by the PLHCP, periodic examinations can be more frequently than every three years.

We will ensure the examining PLHCP has a copy of the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation, this program, and the following information:

- A description of the employee's former, current, and anticipated duties as they relate to the employee's occupational exposure to respirable crystalline silica;
- The employee's former, current, and anticipated levels of occupational exposure to respirable crystalline silica;
- A description of any PPE used or to be used by the employee, including when and for how long the employee has used or will use that equipment; and
- Information from records of employment-related medical examinations previously provided to the employee and currently within the control of the Town of Yucca Valley.

We will ensure the PLHCP explains to the employee the results of the medical examination and provides each employee with a written medical report within 30 days of each medical examination performed. The written report shall contain:

- A statement indicating the results of the medical examination, including any medical condition(s) that would place the employee at increased risk of material impairment to health from exposure to respirable crystalline silica and any medical conditions that require further evaluation or treatment;
- Any recommended limitations on the employee's use of respirators;
- Any recommended limitations on the employee's exposure to respirable crystalline silica; and;
- A statement that the employee should be examined by a specialist if the chest X-ray is classified as 1/0 or higher by the B Reader or if referral to a specialist is otherwise deemed appropriate by the PLHCP.

We will also obtain a written medical opinion from the PLHCP within 30 days of the medical examination. The written opinion shall contain only the following in order to protect the employee's privacy:

- The date of the examination;
- A statement that the examination has met the requirements of the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation; and
- Any recommended limitations on the employee's use of respirators.

If the employee provides written authorization, the written opinion shall also contain either or both of the following:

- Any recommended limitations on the employee's exposure to respirable crystalline silica; and/or
- A statement that the employee should be examined by a specialist if the chest X-ray is classified as 1/0 or higher by the B Reader or if referral to a specialist is otherwise deemed appropriate by the PLHCP.

If the PLHCP's written medical opinion indicates an employee should be examined by a specialist, we will make available a medical examination by a specialist within 30 days after receiving the PLHCP's written opinion. We will ensure the examining specialist is provided with all the information the employer is obligated to provide to the PLHCP.

We will ensure the specialist explains to the employee the results of the medical examination and provides each employee with a written medical report within 30 days of the examination. The written report will contain:

- A statement indicating the results of the medical examination, including any medical condition(s) that would place the employee at increased risk of material impairment to health from exposure to respirable crystalline silica and any medical conditions that require further evaluation or treatment;
- Any recommended limitations on the employee's use of respirators; and
- Any recommended limitations on the employee's exposure to respirable crystalline silica.

In addition, we will obtain a written opinion from the specialist within 30 days of the medical examination. The written opinion shall contain the following:

- The date of the examination;
- Any recommended limitations on the employee's use of respirators; and
- If the employee provides written authorization, the written opinion shall also contain any recommended limitations on the employee's exposure to respirable crystalline silica.

Hazard Communication

The Town of Yucca Valley will include respirable crystalline silica in our Hazard Communication Program established to comply with the Cal/OSHA Hazard Communication Standard (CCR Title 8 Section 5194).

We will ensure each employee has access to labels on containers of crystalline silica and those containers' respective safety data sheets (SDSs).

All employees will be trained in accordance with the provisions of the Cal/OSHA Hazard Communication Standard and the training section of this program. This training will cover concerns relating to cancer, lung effects, immune system effects, and kidney effects.

We will ensure each employee with the potential to be exposed at or above the action level for respirable crystalline silica can demonstrate knowledge and understanding of at least the following:

- The health hazards associated with exposure to respirable crystalline silica;
- Specific tasks in the workplace that could result in exposure to respirable crystalline silica;
- Specific measures we have implemented to protect employees from exposure to respirable crystalline silica, including engineering controls, work practices, and respirators to be used;
- The contents of the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation;
- The purpose and a description of our Medical Surveillance Program.

The Town of Yucca Valley will make a copy of the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation readily available without cost to any employee who requests it.

Record Keeping

We will make and maintain an accurate record of all exposure measurements taken to assess employee exposure to respirable crystalline silica. This record will include at least the following information:

- The date of measurement for each sample taken;
- The task monitored;
- Sampling and analytical methods used;
- Number, duration, and results of samples taken;

- Identity of the laboratory that performed the analysis;
- Type of PPE, such as respirators, worn by the employees monitored; and
- Name, employee number, and job classification of all employees represented by the monitoring, indicating which employees were actually monitored.

We will ensure exposure records are maintained and made available in accordance with Cal/OSHA CCR Title 8, Section 3204. Exposure records will be kept for at least 30 years.

We shall make and maintain an accurate record of all objective data relied upon to comply with the requirements of the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation. This record shall include at least the following information:

- The crystalline silica-containing material in question;
- The source of the objective data;
- The testing protocol and results of testing;
- A description of the process, task, or activity on which the objective data were based; and
- Other data relevant to the process, task, activity, material, or exposures on which the objective data were based.

We will ensure objective data are maintained and made available in accordance with CCR Title 8, Section 3204. Objective data records will be kept for at least 30 years.

We will make and maintain an accurate record for each employee enrolled in the Medical Surveillance portion of this program. The record shall include the following information about the employee:

- Name and employee number;
- A copy of the PLHCPs' and/or specialists' written medical opinions; and
- A copy of the information provided to the PLHCPs and specialists.

We will ensure medical records are maintained and made available in accordance with CCR Title 8, Section 3204. Medical records will be kept under lock and key for at least the duration of employment plus 30 years. It is necessary to keep these records for extended periods because silica-related diseases such as cancer often cannot be detected until several decades after exposure. However, if an employee works for an employer for less than one year, the employer does not have to keep the medical records after employment ends, as long as the employer gives those records to the employee.

Program Evaluation

This program will be reviewed and evaluated on an annual basis by Human Resources unless changes to operations, the Cal/OSHA Occupational Exposures to Respirable Crystalline Silica Regulation (CCR Title 8, Section 1532.3), or another applicable Cal/OSHA Standard require an immediate re-validation of this program.



TOWN OF YUCCA VALLEY BLOOD BORNE PATHOGEN EXPOSURE CONTROL PLAN

CREATED 6/16/2026

Policy and Elements of the Plan

The Town of Yucca Valley provides a safe and healthy workplace for employees. Our organization's policy is to establish, implement, and maintain an effective exposure control plan as required by the blood borne pathogens (BBP) regulation in *California Code of Regulations, Title 8 (8 CCR), Section 5193*. This written plan is designed to prevent or minimize employees' occupational exposure to blood and other potentially infectious materials (OPIM). The plan is consistent with the requirements of the Cal/OSHA Injury and Illness Prevention Program (*8 CCR 3203*).

Our exposure control plan is made available upon request, for examination and copying, to our employees, the Chief of Cal/OSHA, and the National Institute for Occupational Health and Safety (or their respective designees) in accord with *8 CCR 3204*, "Access to Employee Exposure and Medical Records."

This written exposure control plan contains at least the following elements:

- Responsibility
- Exposure Determination
- Methods of Compliance
- Hepatitis B Vaccination
- Post Exposure Evaluation and Follow-up
- Communication of Hazards
- Information and Training
- Record Keeping

Exposure Determination

Employees in our organization have occupational exposure to blood borne pathogens. *Occupational exposure* means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or OPIM that may result from the performance of an employee's duties. *Parenteral contact* means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. OPIM includes various contaminated human body fluids, unfixed human tissues or organs (other than skin), and other materials known or reasonably likely to be infected with human immunodeficiency virus (HIV), hepatitis B virus (HBV), or hepatitis C virus (HCV) through cells, tissues, blood, organs, culture mediums, or solutions.

Our policy is to conduct exposure determinations throughout our facilities without regard to the use of personal protective equipment (PPE). This process involves identifying all the job classifications, tasks, or procedures in which our employees may have occupational exposure to blood or OPIM.

Job Classifications in Which Employees Have Occupational Exposure:

All individuals in each job classification listed below have occupational exposure.

1	Parks
2	Facilities Maintenance
3	Animal Services
4	Recreation

Methods of Implementation

Our organization has developed a schedule and methods of implementation for the applicable subsections (d) through (h) of 8 CCR 5193. We have determined which subsections are applicable to our organization and documented the pertinent information as follows:

Areas addressed in order to eliminate or minimize exposure to bloodborne pathogens include:

1. Universal Precautions (Total Body Substance Precautions)
2. Engineering and Work Practice Controls
3. Personal Protective Equipment (PPE)

1. Universal Precautions (Total Body Substance Precautions)

We require the use of universal precautions in order to prevent contact with blood or OPIM. Universal precautions are an infection control practice. It means all human blood and certain body fluids are treated as if they are known to be infected with HBV, HCV, HIV, and other diseases carried and transmitted by blood.

We consider all human blood or OPIM as infectious regardless of the source.

2. Engineering and Work Practice Controls

We utilize engineering and work practice controls to eliminate or minimize blood or OPIM exposure to employees. PPE will be utilized in conjunction with engineering controls. These engineering controls will be examined and updated on a regular schedule. We provide and enforce the use of the engineering and work practice controls, which could include:

- a. Prohibited Practices
- b. Requirements for Handling Contaminated Sharps
- c. Hand Washing
- d. Regulated Waste
- e. Other Controls

a. Prohibited Practices

- In work areas where there is a reasonable likelihood of exposure to a blood borne pathogen or OPIM, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerators, freezers, shelves, or cabinets or on counter tops or bench tops where a blood borne pathogen or OPIM is present.
- All procedures will be conducted in a manner that will minimize splashing, spraying, splattering, and generation of droplets of blood or OPIM.
- Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared, or purposely broken. If needles or syringes are found, they should be handled with caution and placed in a biohazard sharps container.
- Needle clippers and other devices that shear, bend, or break contaminated needles are prohibited from use.
- Reusable sharps that are contaminated with blood or OPIM will not be stored or processed in a manner that will require an employee to reach by hand into the container where these sharps have been placed.
- Broken glassware that may be contaminated will not be directly handled with a gloved or bare hand. It will be handled by mechanical means (tongs, dustpan, and broom). Contaminated broken glass will be placed in puncture-resistant containers and disposed of as biohazardous waste.

b. Requirements for Handling Contaminated Sharps

- A sharps container should always be within arm's reach of an employee administering an IV or injection. The employee should always call out "Sharp Out" to warn others of the hazard. This is especially important with combative patients.
- All procedures involving the use of sharps in connection with patient care such as withdrawing body fluids; accessing a vein or artery; or administering vaccines,

medications, or fluids will be performed using effective patient-handling techniques and other methods designed to minimize the risk of a sharp's injury.

- Immediately or as soon as possible after use contaminated sharps are placed in sharps containers.
- Sharps containers are rigid, puncture resistant, leak proof on the sides and bottoms, and portable when portability is necessary to ensure easy access by the user. The sharps containers are closable. When closed, the containers are leak resistant and incapable of being reopened without great difficulty. Such containers are labeled with the universal biohazard symbol and replaced frequently enough to prevent overfilling.
- Sharps containers are readily available in areas where sharps waste may be generated. They must remain upright throughout use and be replaced as necessary to avoid overfilling. Sharps containers are emptied before they are three-quarters full. Disposable sharps containers are not reopened, emptied, or accessed in any way.
- Close the sharps container immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.
- Place the sharps container in a secondary container if leakage of the primary container is possible. The second container must be capable of being sealed and constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping. The second container must be labeled or color-coded to identify its contents.
- To prevent exposures to the risk of percutaneous injuries (breaking skin), employees must not, under any circumstances, open, empty, or manually clean (or clean in any other manner) reusable containers.
- Place other regulated waste in containers that are closeable and constructed to contain all the contents and prevent leakage of fluids during handling, storage, transportation, and shipping. (Once again, try to place all bio-waste materials on the ambulance prior to departure.)

c. Hand Washing

We ensure hand-washing supplies are available to those exposed to blood or OPIM. Cal/OSHA requires these facilities be readily accessible after incurring exposure. If hand-washing facilities are not feasible, we will provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes to remove the blood or OPIM. If these alternatives are used, the hands are to be washed with soap and running water as soon as feasible. Handwashing facilities are located throughout the Town at Town facilities.

d. Regulated Waste

We dispose of all regulated waste in accordance with applicable federal, state, and local regulations. (It is recommended that all bio waste gets placed on ambulances prior to leaving the scene.)

Regulated waste includes liquid or semi-liquid blood or infectious materials, items saturated with liquid blood or OPIM, items caked with dried blood or OPIM, contaminated sharps, and pathological and microbiological wastes containing blood or OPIM.

We dispose of its regulated waste in the following manner:

Animal Shelter – Contaminated sharps are disposed of in a secure sharps container located throughout the Shelter. They are picked up by a third party once a week.

e. Other Controls

Cleaning and Decontamination of the Worksite

- Decontaminate all contaminated work surfaces with an approved germicide after completion of procedures and immediately or as soon as feasible after any spill of blood or OPIM.
- Inspect and decontaminate all bins, pails, cans, and similar receptacles after each exposure.
- Advise employees not to pick up contaminated broken glassware directly with their hands or with gloves. Provide brooms and dustpans or other tools to avoid contact.

3. Personal Protective Equipment (PPE)

We ensure the following PPE requirements are met:

- a. PPE and training in the appropriate use of PPE is provided to employees who are at risk of occupational exposure to blood borne pathogens.
- b. PPE is provided at no cost to the employee, in appropriate sizes, and includes but is not be limited to:
 - Gloves, including glove liners, and hypoallergenic gloves
 - Gowns
 - Laboratory coats
 - Face shields
 - Masks
 - Eye protection such as goggles
 - Mouthpieces
 - Resuscitation bags or other ventilation devices

- c. Cleaning, disposal, repair, and replacement of PPE are provided at no cost to the employee.
- d. PPE is considered appropriate if it does not permit blood or OPIM to pass through to the employee's work clothes, street clothes, or undergarments; skin; eyes or other mucous membranes under normal working conditions and for the duration of time that PPE will be used.
- e. All garments that are penetrated by blood will be removed immediately or as soon as feasible. All PPE is removed prior to leaving the work area. When PPE is removed, it is placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.
- f. Affected employees are required to wear gloves where it is reasonably anticipated they will have hand contact with blood, OPIM, non-intact skin, and mucous membranes (first aid, CPR, clean up of body fluids visibly contaminated with blood).

Disposable gloves are not to be washed or decontaminated for reuse and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn or punctured or when their ability to function as a barrier is compromised. Non-latex gloves will be provided to employees with latex allergies.

Leather gloves may be decontaminated for reuse provided the integrity of the glove is not compromised. Leather gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

Note: Leather gloves are to be discarded if grossly contaminated. They are not to be used as PPE against blood borne pathogens. Therefore, if exposure is possible, latex or nitrile gloves should be worn under the leather gloves.

- g. Employees who are exposed to splashes of blood or OPIM to the eyes are required to wear eye and face protection. Masks in combination with eye protection devices, such as goggles or glasses with solid side shield or chin length face shields, will be required to be worn whenever splashes spray, splatter, or droplets of blood or OPIM may be generated and eye, nose, or mouth contamination can reasonably be anticipated.

Hepatitis B Vaccination

A safe and effective vaccine is available to protect employees from HBV. The vaccine is generally well tolerated and has not been associated with serious side effects. Immunization requires three injections of vaccine into the muscle of the upper arm over a six-month period.

We offer the HBV vaccine to all current employees who are at risk of occupational exposure to blood borne pathogens and within 10 working days of hire or reassignment to a job or tasks that places the employee at risk. The vaccination is:

- 1. Provided at no cost to the employee;
- 2. Made available at reasonable times during normal work hours and at an accessible location;

3. Performed by or under supervision of a licensed physician or by another licensed health care professional; and
4. Provided according to current recommendations of the U.S. Public Health Service.

There is no current recommendation for booster doses. Should booster doses be recommended in the future, they will be offered to the employee based on medical determination of need.

The following exemptions are appropriate for any employee and will be documented in the employee's health record when:

1. The employee has previously received a complete series of HBV vaccinations; or
2. Antibody testing has revealed the employee is immune; or
3. The vaccine is contraindicated for medical reasons; or
4. The employee has declined vaccination and that refusal is documented.

All employee blood drawn for serological testing will be sent to an accredited laboratory for testing at the organization's expense.

Pre-screening before receiving the HBV vaccination is not mandatory and is not routinely performed.

If the employee initially declines the HBV vaccination but at a later date while still covered under the standard decides to accept the vaccination, the vaccination will be provided to the employee at that time and at no cost to the employee.

Any employee who declines the HBV vaccination must sign the declination statement in the forms section of this document. (see Appendix A)

Communication of Hazards

Labels and Signs

1. We will provide warning labels incorporating the universal biohazard sign and require the words "biohazard," "biohazard waste," or "sharps waste" to be printed on or affixed to biohazardous waste items that employees are required to remove.
2. The labels are fluorescent orange or orange-red with lettering or symbols in a contrasting color.
3. Labels are affixed as securely as possible to the container, preferably by adhesive or by wire, string, or other method to prevent loss or unintentional removal.
4. Red bags or red containers may be substituted for labels as in sharps containers or regulated waste red bags.

Biohazard Signs

1. All holding areas have a sign posted at the entrance to each area that:
 - a. incorporates the universal biohazard symbol; and
 - b. lists any special requirements for entering the area.

Training

We provide training to all employees who are at risk for exposure to blood borne pathogens or OPIM. This training is provided at no cost to the employee and during work hours. With the consent of the employee, training may occur during non-work hours.

Training is given as follows:

1. At the time of initial assignment to tasks where occupational exposure may take place as soon as possible for currently employed workers;
2. At least annually after the initial training;
3. When there is introduction of new engineering, administrative, or work practice controls and whenever modifications of current tasks may affect the potential occupational exposure to blood borne pathogens.

Information and training of individuals who are not our employees (contract worker, registry, student, etc.) will be provided by the affected outside agency or as specified in the contract. We will monitor the outside agency for compliance with the information and training requirement.

Training will be appropriate in content and vocabulary to educational level, literacy, and language of employees.

Our training program includes information and explanations of at least the following:

- Epidemiology, symptoms, and modes of transmission of blood borne diseases
- Exposure control plan we have implemented and how to obtain a copy of the written plan

- Appropriate methods for recognizing tasks and activities that may involve exposure to blood or OPIM
- Use and limitations of methods that will prevent or reduce exposures, including appropriate engineering, administrative or work practice controls, and PPE

The basis for selection of PPE

- Types, proper use, location, removal, handling, decontamination, and disposal of PPE
- HBV vaccination series, including its efficacy, safety, method of administration, benefits, and the fact that the vaccination will be offered to employees free of charge
- Appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- Procedure to follow if an exposure incident occurs, including the:
 - Method of reporting the incident
 - Medical follow-up that will be made available
 - Procedure for recording the incident in the sharps injury log
- Post-exposure evaluation and follow-up that will be made available to employees
- Signs, labels, and/or color coding's that are used

In addition to the above-mentioned information, we provide to all employees a copy of 8 CCR 5193, "Bloodborne Pathogens," and an explanation of its content.

The person conducting the training will be knowledgeable of the standard, our exposure control plan and HBV, HCV, and HIV and be able to relate the requirements to employee exposures and concerns.

Record Keeping

Medical Records

1. We will establish and maintain an accurate record for each employee with occupational exposure. This employee's record will include:
 - a. The name of employee and number;
 - b. A copy of the employee's HBV vaccination status including the dates of all HBV vaccinations, declination statements, and medical records relative to the employee's ability to receive vaccinations;
 - c. A copy of all results of examinations, medical testing, evaluation, and follow up of exposure incidents;
 - d. A copy of the health care professional's written opinion as required following an exposure incident.
2. We will ensure employee medical records are kept confidential and are not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by this standard and by law.
3. Employee health records, as required by this section, will be maintained for at least the duration of employment plus 30 years, meaning during the entire employment period and 30 years after the last date of work.

Training Records and Sharps Injury Logs

1. Training records will include the:
 - a. Dates of the training session;
 - b. Contents or a summary of the training session;
 - c. Names and qualifications of persons conducting the training sessions;
 - d. Names and job titles of persons attending the training.
2. Copy of employee's individual training record will be placed in his/her personnel file at the conclusion of each calendar year and kept for the duration of employment.
3. Sharps injury reports and logs will be maintained five years from the date of the incident (same as Cal/OSHA Form 300 Log).
4. Accessibility
 - a. Employee training records and the sharps injury logs will be made available upon request to employees, employee representatives, and Cal/OSHA.
 - b. Employee medical records will be made accessible to the employee, anyone having the written consent of the employee, and Cal/OSHA.

Provisions for the Initial Reporting of Exposure Incidents

We report all exposure incidents as soon as possible (and in no case later than the end of the work shift during which they occurred) regardless of whether first aid was rendered. An *exposure incident* means specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or OPIM that results from the performance of an employee's duties. All employees (including designated first aid providers who provide first aid regularly and those who render first aid only as a collateral duty) receive training about our policy.

If you have or think you have had an exposure, report it to your supervisor and Human Resources.

The exposure incident report includes at least the following:

- The names of all employees involved in the exposure incident (including all first aid providers who have rendered assistance regardless of whether PPE was used)
- A description of the exposure or first aid incident, including:
 - The time and date
 - A determination of whether an exposure incident occurred. This determination is necessary to ensure the proper post-exposure evaluation is conducted and prophylaxis and follow-up are made available immediately if an exposure incident has occurred.
 - Person receiving the report
 - Contact number
 -

Hepatitis B Vaccination Series for Unvaccinated Employees

We strongly encourage HBV vaccination and make the vaccination series available to all employees who have occupational exposure to blood or OPIM. Included are collateral first aid

providers who have rendered assistance in *any* situation involving the presence of blood or OPIM regardless of whether an actual exposure incident has occurred. The vaccination series is provided to collateral first aid providers as soon as possible but no later than 24 hours after the employee has rendered assistance.

Post-Exposure Evaluation and Follow-up

In the event of an exposure incident, the employee will be offered a confidential medical evaluation and follow-up. All post-exposure follow-up will be performed at the designated occupational health clinic. Refer to posted Labor Law poster.

That evaluation and follow-up will include the following:

1. Documentation of the route(s) of exposure and the circumstances under which the exposure occurred (to include details of the use or non-use of engineering controls, work practice controls, or PPE);
2. When a source is identifiable, that individual's blood will be tested as soon as feasible and after consent is obtained to determine HIV, HBV, and HCV infectivity. If consent is not obtained, we will establish that consent cannot be legally obtained. When the source individual's consent is not required by law, that individual's blood, if available, may be tested and the results documented.
 - a. Consultation and testing of the source individual will be done at the request of the exposed employee through the source's private physician.
 - b. If the source individual is known to be infected with HIV, HBV, or HCV, testing to determine such status need not be repeated.
 - c. Results of the source individual's testing will be made available to the exposed employee, and the employee will be informed of laws/regulations regarding the privacy rights of the source individual. The results of the source individual's blood test and employee's blood test are confidential and will be known only to the health care provider and the exposed employee.
3. The exposed employee's blood will be collected as soon as it is feasible and tested for HIV, HBV, and HCV serological status, only after signed consent has been obtained.

Employee Testing & Treatment

Counseling and other features of post exposure evaluation will be offered whether or not the employee elects to have baseline HIV/HBV/HCV serological testing. If the employee consents to baseline blood collection but does not give consent to HIV serological testing, the sample will be preserved for at least 90 days. If within 90 days of the exposure incident, the employee gives written consent to have serologic testing performed on the baseline sample, testing will be ordered by the health care provider as soon as it is feasible.

Post-exposure prophylaxis (hepatitis B immune globulin for hepatitis B) will be provided when medically indicated according to the recommendations of the U.S. Public Health Service current at the time prophylaxis is administered. The organization will bear the costs of tests, treatment, and prophylaxis of employees. Cost of tests, treatment, and prophylaxis of individuals who are not our employees (contract worker, registry, student, etc.) will be borne by the affected outside agency or as specified in the contract between our organization and the outside agency. The outside agency/individual will be responsible for compliance with the post-exposure evaluation and follow-up treatment.

Additional collection and testing will be made available as recommended by the U. S. Public Health Service.

Information Provided to the Health Care Professional

We will provide the health care professional responsible for the employee's HBV vaccination program and/or post-exposure evaluation with the following information:

1. A copy of *CCR, Title 8, Section 5193*;
2. A written description of the exposed employee's duties as they relate to the exposure incident;
3. Written documentation of the route of exposure and circumstances under which exposure occurred;
4. Results of the source individual's blood testing, if available; and
5. All medical records relevant to the appropriate treatment of the employee including vaccination status.

Health Care Professional's Written Opinion

We will obtain and provide the employee with a copy of the evaluating health care professional's written opinion within 15 days of the completion of the evaluation.

The health care professional's written opinion for HBV vaccination will be limited to whether HBV vaccination is indicated for an employee and if the employee has received such vaccination.

The health care professional's written opinion for post exposure follow-up will be limited to the following information:

- A statement that the employee has been informed of the results of the evaluation
- A statement that the employee has been told about any medical conditions resulting from exposure to blood or OPIM that require further evaluation or treatment.

Note: All other findings or diagnoses will remain confidential and will not be included in the written report.

First Aid and Exposure Incident Report

We will investigate and document on a first aid and exposure incident report form incidents involving the presence of blood or OPIM. Investigations will include the following information:

1. Names of all first aid providers who rendered assistance, regardless of the use of PPE;
2. Description of the incident that must include a determination of whether or not, in addition to the presence of blood or OPIM, an occupational exposure incident occurred;
3. Time and date of incident (include location);
4. Offer of HBV to all unvaccinated first aid providers who rendered assistance within 24 hours of the incident.

Work Practice Controls Exception to Prohibited Practices

Our organization prohibits the bending, recapping, or removal of contaminated sharps from devices *except when* performed using a mechanical device or a one-handed technique, and it can be demonstrated that no alternative is feasible or that such action is required by a specific medical procedure.

Sharps Injury Reporting

All parenteral contacts (piercing or lacerations) that occur in the workplace are reported on the sharps injury log and recorded within 14 days of the incident. The data recorded includes the following information, if known or reasonably available:

1. Date and time of the exposure incident;
2. Type and brand of the sharp involved;
3. The procedure the exposed employee was performing at the time of the incident;
4. How the incident occurred;
5. The body part involved in the incident;
6. If the sharp had engineered sharps injury protection, whether the mechanism was activated and whether the injury occurred before the protective mechanism was activated, during activation of the mechanism, or after activation of the mechanism, if applicable;
7. If the sharp had no engineered sharps injury protection, the employee's opinion as to whether and how such a mechanism could have prevented the injury and the employee's opinion about whether any other engineering, administrative, or work practice control could have prevented the injury.
8. The employee's opinion about whether any other engineering, administrative, or work practice control could have prevented the injury.

The required information is recorded on the sharps injury log, and all exposure incidents involving sharps are also recorded on the Cal/OSHA 300 Log in accordance with the requirements of the "Employer Records of Occupational Injury or Illness" regulation, known as the California record keeping standard.

Periodic determinations are made on the frequency of use and the types, models, or brands of sharps involved in the exposure incidents documented on our sharps injury log.

Plan Review and Update

Our exposure control plan is reviewed and updated at least annually (and whenever necessary) to include:

- New or modified tasks or procedures that affect occupational exposure
- Progress in implementing the use of needleless systems and sharps with engineered sharps injury protection
- New or revised job position(s) that involve occupational exposure
- Reviews and evaluations of exposure incidents that have occurred since the previous update
- Reviews and responses to information indicating the existing exposure control plan is deficient in any area

All employees are encouraged to provide suggestions on improving the procedures they perform. Employees contribute to the review and update of the exposure control plan by:

- Participating as members of committees (e.g., safety and health, labor-management, infection control, product evaluation, and selection, purchasing of equipment)
- Attending meetings to discuss safety and health issues and improvements
- Reporting issues or potential problems to supervisors
- Providing ideas, recommendations, or suggestions
- Filling out reports, questionnaires, or other documents

TOWN OF YUCCA VALLEY
Hepatitis B Vaccine Consent/Declination

Date: _____

CONSENT - RECORD OF CONSENT FOR HEPATITIS "B" VACCINATION
(This Section is OPTIONAL)

I have attended the in-service training on the blood borne pathogens program regarding HIV, hepatitis B, and the hepatitis-B vaccine. I have also read the in-service training literature and have had an opportunity to ask questions and understand the benefits and risks of hepatitis B vaccination. I understand I must have at least three doses of vaccine over a six month period to confer immunity. However, as with any medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from the vaccine. *You must complete the whole series within the six months.*

I request that it be administered to me.

Print Name: _____ Employee #: _____

Employee Signature: _____ Date: ____/____/____

Employer Representative: _____

DECLINATION - RECORD OF HEPATITIS "B" VACCINE DECLINATION
(This Section is MANDATORY)

Date: _____

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to me. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Print Name: _____ Department: _____

Employee Signature: _____ Social Security #: _____

Employer Representative: _____

TOWN OF YUCCA VALLEY
SHARPS INJURY LOG

Supervisors: Complete for each employee exposure incident involving a sharp. This form is to be completed with the employee but not by the employee. Fill in the most appropriate boxes. A sharp includes, but is not limited to, needles, needle devices, scalpels, lancets, Exacto blades, and broken glass.

Injury ID No. _____ Date/Time of Exposure Incident: _____
(Not Employee Name)

Job Classification/Title: _____ Department/Location: _____

Where Exposure Occurred:

Regular Department #: _____ Location (Bldg./Room #): _____

What procedure was being performed when the incident occurred?

Check all body parts that were involved

☐ Finger ☐ Hand ☐ Arm ☐ Face/Head ☐ Torso ☐ Leg

☐ Other _____

Did the exposure incident occur:

☐ During use of sharp ☐ Disassembling ☐ After use and before sharps container

☐ While putting sharp into sharps container ☐ Sharp left, inappropriate place

☐ Other _____

Identify sharp object involved:

Type: _____ Brand: _____ Model: _____

Was sharp injury protection device attached? Yes ☐ No ☐

Was protective mechanism activated? Yes ☐ No ☐

Did the exposure occur: ☐ Before ☐ During ☐ After activation

If the sharp had no engineered sharps injury protection, do you feel that such a mechanism could have prevented the injury? Yes ☐ No ☐

What other engineering, administrative, or work practice controls could have prevented this injury?

Attach this form to the accident investigation form. Send both originals to Human Resources within 24 hours of the incident.



TOWN OF YUCCA VALLEY HAZARD COMMUNICATION PROGRAM

This program outlines how the Town will enhance its employees' health and safety through the development, implementation, and maintenance of this hazard communication program as required by Title 8, Section 5194.

CREATED 6/16/2026

Town of Yucca Valley

Hazard Communication (HazCom) Program

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Town of Yucca Valley

Hazard Communication (HazCom) Program

As required by California's Hazard Communication (HazCom) Regulation (T8 CCR 5194), The Town of Yucca Valley has developed, and will implement and maintain this Hazard Communication Program, an important component of the Injury and Illness Prevention Program to enhance our employees' health and safety. The Town Manager has the authority and responsibility for implementing the HazCom Program. The Town's HazCom Program Administrator/Coordinator, the Human Resources and Risk Manager, is responsible for maintaining and coordinating the program on a day-to-day basis.

Our goal is to provide information to all personnel on our worksite — including other employers and their employees — about the hazardous chemicals in our workplace, the associated hazards, and the control of these hazards through a program that includes the elements listed below. We expect contractors bringing hazardous chemicals into our workplace to do the same via their own written HazCom Program.

LIST OF HAZARDOUS CHEMICALS

The HazCom Coordinator will maintain and keep current a list of all known hazardous chemicals present in our workplace that are in use or storage (see attached *Hazardous Chemical List*) and, at the same time, verify that we have the most current safety data sheets (SDSs), or material safety data sheets (MSDSs). The product identifiers listed will match those on the corresponding container labels and SDSs. Specific information on each noted hazardous chemical can be obtained by reviewing the corresponding label and SDS.

SAFETY DATA SHEETS (SDSs)

The HazCom Coordinator is responsible for obtaining the SDSs corresponding to our *Hazardous Chemical List*, reviewing them for completeness, and maintaining the safety data sheet system for our organization. Should an SDS not be received with or before receipt of the initial shipment of a hazardous chemical, or with the first shipment after a safety data sheet is updated, an SDS will be retrieved from or requested as soon as possible from the manufacturer or distributor.

If a new or revised SDS is received indicating a significant increase of risks or measures needed to protect employee health, that information will be conveyed to employees within **30 days** to the affected employees by additional training sessions, posting of memos, and other means of communication as outlined in the Town's Injury and Illness Prevention Plan (IIPP).

Legible SDS copies for all hazardous chemicals to which employees of Town may be exposed are kept in:

- Parks
- Streets
- Facilities
- Animal Services

SDS will not be maintained for household consumer products used in the workplace where the duration and frequency of use are not greater than what a typical consumer would experience.

SDSs are readily available for review to all employees in their work area and during each work shift. If SDSs are missing or new hazardous substances in use do not have SDSs, or if an SDS is obviously incomplete, please contact HazCom Program Administrator or HazCom Coordinator immediately, and a new SDS will be requested from the manufacturer. If we are unable to obtain the SDS from the vendor within 25 calendar days of the request, we will either call our local Cal/OSHA compliance office or write to:

Town of Yucca Valley

Hazard Communication (HazCom) Program

Division of Occupational Safety and Health
Deputy Chief of Health and Engineering Services
P. O. Box 420603
San Francisco, CA 94142-0603

SDSs (and the older Material Safety Data Sheets) constitute an “employee exposure and medical record” and will be kept according to T8CCR section 3204 requirements. In addition, SDS for chemicals no longer in use will be archived in binders or electronically on the [Town of Yucca Valley] shared drive.

LABELS AND OTHER FORMS OF WARNING

Before hazardous chemical containers are placed and used in the work area, it is the policy of Town that the HazCom Program Administrator/HazCom Coordinator will verify that all containers are appropriately labeled as follows.

- Original containers received from the manufacturer, distributor, importer:
- Product identifier
- Signal words
- Hazard statements
- Pictograms
- Precautionary statements
- Name, address, and telephone number of the manufacturer, importer, or other responsible party
- Workplace containers where the contents of the original containers received from the manufacturer, distributor, importer have been transferred into one of our own containers: That will be labeled with:
- The product identifier
- Words, pictures, symbols, or a combination thereof, which provide at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical.

Employees will not remove or intentionally deface existing labels on incoming containers of hazardous chemicals unless the container is immediately marked with the required information.

The HazCom Coordinator, or delegated staff, will utilize the following procedures to review and update label information when necessary:

- Conduct periodic inspections of chemical containers and labels.
- Remove from service chemicals that have missing, damaged, faded, or torn labels.
- If possible, a new label meeting the labeling requirements of this program will be applied, or the chemical will be discarded as required policy.

If we become newly aware of any significant information regarding the hazards of a chemical, we will revise the labels for the chemical within six months of becoming aware of the new information.

PROPOSITION 65

Being a government entity, we are exempt from Proposition 65’s warning requirements and prohibition on discharges into drinking water sources.

Town of Yucca Valley

Hazard Communication (HazCom) Program

EMPLOYEE INFORMATION AND TRAINING

Employees are to complete a HazCom program training session set up by HazCom Coordinator; or the employee's manager at the time of their initial assignment and whenever a new chemical hazard is introduced into the work area. These training sessions will be provided online and provide information on:

- The requirements of the Hazard Communication regulation, including the employees' rights under the regulation.
- The location and availability of the written HazCom Program and list of hazardous chemicals and SDSs. Included here will be how this information will be addressed when there are other employer activities at the worksite.
- Any operation in the employees' work area, including non-routine tasks, where hazardous chemicals or Proposition 65 carcinogens/reproductive toxins are present, and exposures are likely to occur.
- Methods and observation techniques are used to determine the presence or release of hazardous chemicals in the work area.
- Protective practices the organization has taken to minimize or prevent exposure to these substances.
- The details of our HazCom Program, including how to read labels and review SDSs to obtain hazard information, and an overview of our workplace-specific labeling procedures for original and workplace containers, as well as stationary processes.
- Physical and health effects of the hazardous chemicals either individually or as hazard groups. Chemical-specific information will always be available through labels and safety data sheets.
- Symptoms of overexposure.
- Measures put into practice to reduce or prevent exposure to these hazardous chemicals by engineering controls, work practices, and use of personal protective equipment.
- Emergency and first aid procedures to follow if employees are exposed to hazardous chemicals.
- The location and interpretation, if needed, of warning signs or placards to communicate that a chemical is known to cause cancer or reproductive toxicity is used in the workplace.

Employees will receive additional training as soon as possible when a new hazard is introduced into the workplace or whenever employees might be exposed to hazards at another employer's worksite. Training will be documented through one or more of the following Town's recordkeeping platforms: i.e., Vector Solutions.

HAZARDOUS NON-ROUTINE TASKS

Periodically, our employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, affected employees will be given information by their supervisor on hazards to which they may be exposed during such an activity.

This information will cover:

- Specific hazards
- Measures the organization has taken to reduce the risk of these hazards, such as providing ventilation, ensuring the presence of another employee, providing a respiratory protection program, and establishing emergency procedures
- Required protective/safety measures

Town of Yucca Valley

Hazard Communication (HazCom) Program

Examples of non-routine tasks performed by employees of this organization:

Sample Non-routine Task	Hazardous Substance
Hazardous material spill response and cleanup	Fuels, oils, unknown substance
Application or cleanup of industrial-strength herbicides and pesticides	Unknown substances
Handling and disposal of contaminated soils or illegal dumping materials	Unknown substances

INDEPENDENT CONTRACTORS AND TEMPORARY EMPLOYEES WORKING IN OUR WORKPLACE

To ensure that outside contractors work safely at our workplace and to protect our employees from chemicals used by outside contractors, the HazCom Coordinator, or delegated staff, is responsible for arranging two-way access of the following information concerning contractors or other employers in our workplace:

- Hazardous chemicals, including Proposition 65 chemicals, to which they may be exposed while on the job site as well as chemicals they will be bringing into the workplace. To this end, we will provide contractors with information on our labeling system and access to SDSs.
- Precautions and protective measures the employees may take to minimize the possibility of exposure.

PROGRAM HISTORY

Action	Date	Notes
Implemented	6/16/2026	Hazard Communication Program was reviewed and adopted

**Town of Yucca Valley
Hazard Communication (HazCom) Program
APPENDICES**

DRAFT

Town of Yucca Valley

Hazard Communication (HazCom) Program

Hazardous Substance Inventory List By Department

FACILITIES SDS INVENTORY	
SUBSTANCE	MSDS AVAILABLE
AMDRO Ant Killer	Yes
BETCO Graffiti Remover	Yes
Spartan Chemical Co. Bowl Cleaner	Yes
Spartan Chemical Co. Clean by Peroxy	Yes
Comet Cleaner	Yes
Spartan Chemical Co. Consume	Yes
Dawn Dish soap	Yes
Dazzle Floor Cleaner	Yes
Falcon Urinal Sealant	Yes
Spartan Chemical Co. Foamy Q&A	Yes
Holly Frontier Gasoline	Yes
Goo Gone Adhesive Remover	Yes
Houdini Lock Lube	Yes
Spartan Chemical Co. Bathroom Cleaner	Yes
BEHR Paint	Yes
BETCO Spot Bet	Yes
Spray Away Glass Cleaner	Yes
Spartan Chemical Co. X-Effect	Yes

Town of Yucca Valley

Hazard Communication (HazCom) Program

PUBLIC WORKS SDS INVENTORY		
SUBSTANCE	AREA USED	MSDS AVAILABLE
#2 Diesel	Field	Yes
Automatic Transmission Fluid Dex/Merc	Field	Yes
Brake Parts Cleaner	Mechanic's Bay	Yes
Chlorine Bleach	Mechanic's Bay	Yes
Citrus King Asphalt Release Agent	Mechanic's Bay/Field	Yes
Detack-Crafco	Field	Yes
Diesel Exhaust Fluid	Field	Yes
Asphalt Driveway Sealer	Field	Yes
Electrical Parts Cleaner	Mechanic's Bay	Yes
Engine coolant	Mechanic's Bay/Field	Yes
Gasoline- All Grades	Mechanic's Bay/Field	Yes
Glass Cleaner	Field	Yes
Graffiti Remover	Field	Yes
Hot Mix Asphalt	Field	Yes
Hydraulic Oil	Mechanic's Bay/Field	Yes
Lubricant-Penetrol 90	Mechanic's Bay	Yes
Motor Oils - All Grades	Mechanic's Bay/Field	Yes
Multipurpose grease	Mechanic's Bay	Yes
Paint Thinner	Mechanic's Bay	Yes
Windshield Wash-Bug Cleaner	Mechanic's Bay/Field	Yes
Degreaser - Purple Power	Mechanic's Bay	Yes
Spray Paint	Mechanic's Bay	Yes
Starting Fluid	Mechanic's Bay	Yes
Traffic Paint-Fast Dry- Red	Sign Bay/Field	Yes
Traffic Paint-Fast Dry- White	Sign Bay/Field	Yes
Traffic Paint-Fast Dry- Yellow	Sign Bay/Field	Yes
UPM-Pavement Repair Material(cold patch asphalt)	Mechanic's Bay/Field	Yes

Town of Yucca Valley

Hazard Communication (HazCom) Program

ANIMAL SHELTER SDS INVENTORY	
ITEM	MSDS AVAILABLE
Rescue Disinfectant	Yes
Triple Two Disinfectant	Yes
Chlorhexidine Solution Disinfectant	Yes
Husky 890 Disinfectant	Yes
Euthasol Sedatives	Yes
Zetamine Sedatives	Yes
Telazol Sedatives	Yes
Solo - Automatic Dishwasher Soap	Yes
Chlor San - Automatic Dishwasher Sanitizer	Yes
Glisten Lime Remover and Descaler	Yes
Glass Cleaner - Members Mark	Yes
Floor Cleaner - Members Mark	Yes
Lysol Disinfectant Spray	Yes
Comet 2x Bleach Cleaning Powder	Yes
Lysol Professional Toilet Bowl Cleaner	Yes
Chlorox Clean-up Cleaner + Bleach	Yes
Simple Green Heavy-Duty Cleaner (Purple)	Yes
Kirkland Ultra Shine Liquid Dish Soap	Yes
Dawn Ultra Dish Soap	Yes
DEB Instant Foam Non-Alcohol Hand Sanitizer	Yes
DEB Anti-Microbial Foaming Hand Wash - (Blue)	Yes
DEB Foaming Hand Wash - (Red)	Yes
Dial Complete Antibacterial Foam Soap	Yes
Eco Air 2.0 Fresh Products Room Air Freshner	Yes
UPM-Pavement Repair Material(cold patch asphalt)	Yes
620 Clean Air Mist Air Freshner (Waxie)	Yes
Kirkland Laundry Soap (packets)	Yes
Arm and Hammer Liquid Laundry Detergent Plus Oxiclean	Yes
Dryer Sheets - Members Mark	Yes
Essentra IC3 Insecticide Concentrate (natural bug spray)	Yes
Bug Off II (Waxie)	Yes
TONER - Kyocera	Yes
TONER - M227fdw	Yes
TONER - HP 200 Color	Yes
TONER - HP P1606dn	Yes
TONER - HP 2300d	Yes

Town of Yucca Valley Hazard Communication (HazCom) Program

Duracell Batteries	Yes
Houdini Lock Lubricant	Yes
Johnson's Baby Head to Toe Wash	Yes
Mane 'n Tail Shampoo	Yes
Lime Plus Dip	Yes
Frontline Flea and Tick Spray	Yes

DRAFT

Town of Yucca Valley

Hazard Communication (HazCom) Program

Training Topic Checklist

- Requirements of T8 CCR section 5194.
- Operations where hazardous chemicals are present.
- Location and availability of the written Hazard Communication Program, including the list of hazardous chemicals and safety data sheets.
- Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area.
- The physical, health, simple asphyxiation, combustible dust, and pyrophoric gas hazards, as well as hazards not otherwise classified, of the chemicals in the work area.
- The measures employees can take to protect themselves from these hazards, including specific procedures implemented to protect employees from exposure to hazardous chemicals.
- Details of the Hazard Communication Program, including an explanation of the labels received on shipped containers and the workplace labeling system, safety data sheets, and how employees can obtain and use the appropriate hazard information.
- Employee rights:
 - To personally receive information regarding hazardous chemicals to which they may be exposed.
 - For their physician or collective bargaining agent to receive information regarding hazardous chemicals to which the employee may be exposed.
 - Against discharge or other discrimination due to the employee's exercise of the rights afforded pursuant to the provisions of the Hazardous Substances Information and Training Act.
- Trainings will make use of the following resources taken from the [Cal/OSHA Hazard Communication Regulation – a Guide for Employers that Use Hazardous Chemicals](#). Next to each topic is a reference to the page from the Cal/OSHA Hazardous Communication Guide.

Label Requirements (Cal/OSHA Hazardous Communication Guide p.17)

1. Product Identifier	①
2. Pictograms	②
3. Signal Words	③
4. Hazard Statements	④
5. Precautionary Statements	⑤
6. Supplier Identification	⑥

HYDROGEN SULFIDE

UN1053
CAS #: 7783-06-4

DANGER

Extremely flammable gas
Contains gas under pressure.
May explode if heated.
Contains poisonous hydrogen sulfide gas.
Fatal if inhaled.
May cause respiratory irritation.
Very toxic to aquatic life.
Causes eye irritation.

PRECAUTIONS

- Keep away from heat, sparks, open flames or hot surfaces. - No smoking.
- Do not breathe gas, vapours.
- Avoid release to the environment.
- Leaking gas fire: Do not extinguish, unless leak can be stopped safely.
- Eliminate all ignition sources if safe to do so.
- Store in a well-ventilated place.
- Store locked up.

FIRST AID

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician. Specific treatment is urgent: maintain adequate ventilation and consider administration of 100% oxygen. Sodium nitrite may be a useful antidote.

Safety Sam's Hazardous Chemical Liquidators
123 Toxic Lane • Tempe, AZ, 85281 • (602) 639-4802

Town of Yucca Valley

Hazard Communication (HazCom) Program

Pictograms (Cal/OSHA Hazardous Communication Guide p.15)

Flame Over Circle  • Oxidizers	Flame  • Flammables • Self-Reactives • Pyrophoric • Self-Heating • Emits Flammable Gas • Organic Peroxides	Exploding Bomb  • Explosives • Self-Reactives • Organic Peroxides
Skull and Crossbones  • Acute toxicity (fatal or toxic)	Corrosion  • Skin Corrosion/Burns • Eye Damage • Corrosive to Metals	Gas Cylinder  • Gases Under Pressure
Health Hazard  • Carcinogen • Respiratory Sensitizer • Reproductive Toxicity • Target Organ Toxicity • Mutagenicity • Aspiration Toxicity	Environmental  • Aquatic Toxicity (Non Mandatory)	Exclamation Mark  • Irritant (skin and eye) • Skin Sensitizer • Acute toxicity (harmful) • Narcotic Effects • Respiratory Tract • Hazardous to Ozone Layer (Non-mandatory)

Town of Yucca Valley

Hazard Communication (HazCom) Program

SDS Elements (Cal/OSHA Hazardous Communication Guide p.10)

SDS Sections Overview	
1. Identification 2. Hazard (s) identification 3. Composition/ information on ingredients 4. First-aid measures 5. Fire-fighting measures 6. Accidental release measures 7. Handling and storage 8. Exposure control/ personal protection 9. Physical and chemical properties 10. Stability and reactivity 11. Toxicological information 12. Ecological information 13. Disposal considerations 14. Transport information 15. Regulatory information 16. Other information	} Provides identity information } Provides emergency information } Provides routine use information } Non-mandatory
Section 1: Identification	
This section identifies the chemical on the SDS1 as well as the recommended uses. It also provides the essential contact information of the supplier. The required information consists of: - Product identifier used on the label and any other common names or synonyms by which the substance is known. - Name, address, and phone number of the manufacturer, importer, or other responsible party, and emergency phone number. - Recommended use of the chemical (e.g., a brief description of what it actually does, such as flame retardant) and any restrictions on use (including recommendations given by the supplier).	
Section 2: Hazard(s) Identification	
This section identifies the hazards of the chemicals listed on the SDS and the appropriate warning information associated with those hazards. The required information consists of: - The hazard classification of the chemical (e.g., flammable liquid, category 1). - Signal word. - Hazard statement(s). - Pictograms (the pictograms or hazard symbols may be presented as graphical reproductions of the symbols in black and white or be a description of the name of the symbol [e.g., skull and crossbones, flame]). - Precautionary statement(s). - Description of any hazards not otherwise classified. - For a mixture that contains an ingredient(s) with unknown toxicity, a statement describing how much (percentage) of the mixture consists of ingredient(s) with unknown acute toxicity. Please note that this is a total percentage of the mixture and not tied to the individual ingredient(s).	

Town of Yucca Valley

Hazard Communication (HazCom) Program

Section 3: Composition/Information on Ingredients

This section identifies the ingredient(s) contained in the product, including impurities and stabilizing additives. This section includes information on substances, mixtures, and all chemicals where a trade secret is claimed. The required information consists of:

Substances

- Chemical name.
- Common name and synonyms.
- Chemical Abstracts Service (CAS) number and other unique identifiers.
- Impurities and stabilizing additives, which are themselves classified and which contribute to the classification of the chemical.

Mixtures

- Same information required for substances.
- The chemical name and concentration (i.e., exact percentage) of all ingredients that are classified as health hazards and are:
 - Present above their cut-off/concentration limits, or
 - Present a health risk below the cut-off/concentration limits.
- The concentration of each ingredient must be specified except concentration ranges may be used in the following situations:
 - A trade secret claim is made.
 - There is batch-to-batch variation.
 - The SDS is used for a group of substantially similar mixtures.

Chemicals where a trade secret is claimed

- A statement that the specific chemical identity and/or concentration has been withheld as a trade secret.

Section 4: First-Aid Measures

This section describes the initial care that should be given by untrained responders to an individual who has been exposed to the chemical. The required information consists of:

- Necessary first aid instructions by relevant routes of exposure (inhalation, skin and eye contact, and ingestion).
- Description of the most important symptoms or effects, and any symptoms that are acute or delayed.
- Recommendations for immediate medical care and special treatment needed, when necessary.

Section 5: Firefighting Measures

This section provides recommendations for fighting a fire caused by the chemical. The required information consists of:

- Recommendations of suitable extinguishing equipment, and information about extinguishing equipment that is not appropriate for a particular situation.
- Advice on specific hazards that develop from the chemical during the fire, such as any hazardous combustion products created when the chemical burns.
- Recommendations on special protective equipment or precautions for firefighters.

Town of Yucca Valley

Hazard Communication (HazCom) Program

Section 6: Accidental Release Measures

This section provides recommendations on the appropriate response to spills, leaks, or releases, including containment and cleanup practices to prevent or minimize exposure to people, property, or the environment. It may also include recommendations distinguishing between responses for large and small spills where the spill volume greatly affects the hazard. The required information may consist of recommendations for:

- Use of personal precautions (such as removal of ignition sources or providing sufficient ventilation) and protective equipment to prevent the contamination of skin, eyes, and clothing.
- Emergency procedures, including instructions for evacuations, consulting experts when needed, and appropriate protective clothing.
- Methods and materials used for containment (e.g., covering the drains and capping procedures).
- Cleanup procedures (e.g., appropriate techniques for neutralization, decontamination, cleaning, or vacuuming; adsorbent materials; equipment required for containment/clean up).

Section 7: Handling and Storage

This section provides guidance on the safe handling practices and conditions for safe storage of chemicals. The required information consists of:

- Precautions for safe handling, including recommendations for handling incompatible chemicals, minimizing the release of the chemical into the environment, and using general hygiene practices (e.g., eating, drinking, and smoking in work areas is prohibited).
- Recommendations on the conditions for safe storage, including any incompatibilities, and advice on specific storage requirements (e.g., ventilation requirements).

Section 8: Exposure Controls/Personal Protection

This section indicates the exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. The required information consists of:

- OSHA Permissible Exposure Limits (PELs), American Conference of Governmental Industrial Hygienists (ACGIH)
- Threshold Limit Values (TLVs), and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the safety data sheet, where available.
- Appropriate engineering controls (e.g., use local exhaust ventilation, use only in an enclosed system).
- Recommendations for personal protective measures to prevent illness or injury from exposure to chemicals, such as personal protective equipment (PPE) (e.g., appropriate types of eye, face, skin, or respiratory protection needed based on hazards and potential exposure).
- Any special requirements for PPE, protective clothing, or respirators (e.g., type of glove material, such as PVC or nitrile gloves; breakthrough time of the glove material).

Section 9: Physical and Chemical Properties

This section identifies physical and chemical properties associated with the substance or mixture. The minimum required information consists of:

- | | |
|--|--|
| • Appearance (physical state, color, etc.) | • Vapor pressure |
| • Upper/lower flammability or explosive limits | • Vapor density |
| • Odor | • Relative density |
| • Odor threshold | • Solubility |
| • pH | • Partition coefficient: n-octanol/water |
| • Melting point/freezing point | • Auto-ignition temperature |
| • Initial boiling point and boiling range | • Decomposition temperature |

Town of Yucca Valley

Hazard Communication (HazCom) Program

- Flash point
- Evaporation rate
- Flammability

- Viscosity

The SDS may not contain every item on the above list because information may not be relevant or is not available. When this occurs, a notation to that effect must be made for that chemical property.

Manufacturers may also add other relevant properties, such as the dust deflagration index (Kst) for combustible dust, used to evaluate a dust's explosive potential.

Section 10: Stability and Reactivity

This section describes the reactivity hazards of the chemical and the chemical stability information. This section is broken into three parts: reactivity, chemical stability, and other. The required information consists of:

Reactivity

- Description of the specific test data for the chemical(s). This data can be for a class or family of the chemical if such data adequately represent the anticipated hazard of the chemical(s), where available.

Chemical stability

- Indication of whether the chemical is stable or unstable under normal ambient temperature and conditions while in storage and being handled.
- Description of any stabilizers that may be needed to maintain chemical stability.
- Indication of any safety issues that may arise should the product change in physical appearance.

Other

- Indication of the possibility of hazardous reactions, including a statement whether the chemical will react or polymerize, which could release excess pressure or heat, or create other hazardous conditions. Also, a description of the conditions under which hazardous reactions may occur.
- List of all conditions that should be avoided (e.g., static discharge, shock, vibrations, environmental conditions that may lead to hazardous conditions).
- List of all classes of incompatible materials (e.g., classes of chemicals or specific substances) with which the chemical could react to produce a hazardous situation.
- List of any known or anticipated hazardous decomposition products that could be produced because of use, storage, or heating. (Hazardous combustion products should also be included in section 5 [Fire-Fighting Measures] of the SDS.)

Section 11: Toxicological Information

This section identifies toxicological and health effects information or indicates that such data are not available. The required information consists of:

- Information on the likely routes of exposure (inhalation, ingestion, skin, and eye contact). The SDS should indicate if the information is unknown.
- Description of the delayed, immediate, or chronic effects from short- and long-term exposure.
- The numerical measures of toxicity (e.g., acute toxicity estimates such as the LD50 [median lethal dose] — the estimated amount of a substance expected to kill 50% of test animals in a single dose).
- Description of the symptoms. This description includes the symptoms associated with exposure to the chemical, including symptoms from the lowest to the most severe exposure.
- Indication of whether the chemical is listed in the National Toxicology Program (NTP) Report on Carcinogens (latest edition) or has been found to be a potential carcinogen in the International Agency for Research on Cancer (IARC) Monographs (latest editions) or found to be a potential carcinogen by Cal/OSHA.

Town of Yucca Valley

Hazard Communication (HazCom) Program

Section 12: Ecological Information (non-mandatory)

This section provides information to evaluate the environmental impact of the chemical(s) if it were released to the environment. The information may include:

- Data from toxicity tests performed on aquatic and/or terrestrial organisms, where available (e.g., acute, or chronic aquatic toxicity data for fish, algae, crustaceans, and other plants; toxicity data on birds, bees, plants).
- Whether there is a potential for the chemical to persist and degrade in the environment either through biodegradation or other processes, such as oxidation or hydrolysis.
- Results of tests of bioaccumulation potential, making reference to the octanol-water partition coefficient (Kow) and the bioconcentration factor (BCF), where available.
- The potential for a substance to move from the soil to the groundwater (indicate results from adsorption or leaching studies).
- Other adverse effects (e.g., environmental fate, ozone layer depletion potential, photochemical ozone creation potential, endocrine disrupting potential, and/or global warming potential).

Section 13: Disposal Considerations (non-mandatory)

This section provides guidance on proper disposal practices, recycling or reclamation of the chemical(s) or its container, and safe handling practices. To minimize exposure, this section should also refer the reader to Section 8 (Exposure Controls/Personal Protection) of the SDS. The information may include:

- Description of appropriate disposal containers to use.
- Recommendations of appropriate disposal methods to employ.
- Description of the physical and chemical properties that may affect disposal activities.
- Language discouraging sewage disposal.
- Any special precautions for landfills or incineration activities.

Section 14: Transport Information (non-mandatory)

This section provides guidance on classification information for shipping and transporting of hazardous chemical(s) by road, air, rail, or sea. The information may include:

- UN number (i.e., four-figure identification number of the substance).
- UN proper shipping name.
- Transport hazard class(es).
- Packing group number, if applicable, based on the degree of hazard.
- Environmental hazards (e.g., identify if it is a marine pollutant according to the International Maritime Dangerous Goods Code (IMDG Code)).
- Guidance on transport in bulk (according to Annex II of MARPOL 73/783 and the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (International Bulk Chemical Code).
- Any special precautions which an employee should be aware of or needs to comply with, in connection with transport or conveyance either within or outside their premises (indicate when information is not available).

Section 15: Regulatory Information (non-mandatory)

This section identifies the safety, health, and environmental regulations specific for the product that is not indicated anywhere else on the SDS. The information may include:

- Any national and/or regional regulatory information of the chemical or mixtures (including any OSHA, Department of Transportation, Environmental Protection Agency, or Consumer Product Safety Commission regulations).

Town of Yucca Valley

Hazard Communication (HazCom) Program

Sample SDS Request Letter

Date: [enter date]

Manufacturer or Distributor: [enter name of manufacturer or distributor]

Address: [enter address of manufacturer or distributor]

RE: SDS for listed product identifiers

Product name on label	Additional identifying information

Please provide me with an up-to-date copy of your Safety Data Sheet (SDS) for the above product(s). The SDS is needed for compliance with the State of California Hazard Communication Regulation, title 8, California Code of Regulations, section 5194.

Please either send the SDS to:

[Name]

[Name of Town of Yucca Valley]

[Street address]

[City, State, Zip]

Or email to: [Type email address here]

Please notify us in writing if this product does not require an SDS.

If you have any questions regarding our request, please contact [Type name and phone number here].

Sincerely,

[Town of Yucca Valley Representative]

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



To: Town Council

From: Debra Breidenbach, Human Resources and Risk Manager

Date: July 9, 2026

Meeting Date: July 21, 2026

Subject: Consideration of Participation in the Coalition to Reform California's Tort Liability System

Recommendation:

1. Authorize the Town of Yucca Valley to join the Coalition to Reform California's Tort Liability System; and
2. Authorize the Town Manager to execute any documents necessary to participate in the coalition including providing the Town's logo for collateral.

Prior Review:

This item has not been reviewed by the Town Council.

Discussion:

California public agencies have experienced a significant increase in litigation costs over the past several years. Escalating jury verdicts, increasing settlement values, and expanding legal liability have resulted in substantial increases in liability insurance premiums, self-insured retention costs and litigation expenses for cities/towns, counties, special districts, and joint powers authorities (JPA)'s. These increasing costs reduce the financial resources available for essential services, including public safety, roads and infrastructure maintenance, parks, senior services and other community priorities.

A coalition of California public agencies and risk pools has been formed to advocate for reforms to California's tort liability system. The coalition's objective is to promote legislative changes that encourage fairness and fiscal responsibility. Participation is advocacy oriented and is not expected to require staff resources beyond the Coalition identifying the Town as a participating agency and utilizing the Town's' logo in coalition materials.

Although this agenda item is specific to joining the Coalition to reform California's Tort Liability system, we have also advocated with CIRA (California Intergovernmental Risk Authority), and

potentially other groups to advocate for change.

Alternatives

None

Fiscal Impact:

None

Attachments

1. Request to participate

June 12, 2026

To Members of the Legislature:

On behalf of the Coalition to Protect Community Services, we write to express our strong support for meaningful tort reform in civil actions against public entities, consistent with the priorities of other local government organizations statewide.

Specifically, we support:

- Proportionate (several) liability for economic damages in civil actions against public entities, so that taxpayers pay only for the share of harm attributable to the public agency.
- Caps on damages in civil actions against public entities, ensuring that injured parties are fairly compensated, while also preserving the capacity to deliver essential public services.

Local governments across California are facing a growing liability crisis. In many cases, it is not a result of agencies improperly delivering services or mismanaging risk—but because the current legal framework systematically exposes public entities to liability far beyond their actual share of responsibility.

For cities and special districts, rising settlements and liability costs pose an existential threat to the services we provide. **Multi-million dollar claims against local agencies—arising from public roadways, sidewalks, public property, and routine government services—have increased sharply, and the rising costs are unsustainable.** Insurance premiums paid by local agencies have grown 370%, climbing from \$115 million in 2016 to \$541 million in 2025. And since 2019, public entity liability costs have more than tripled, now exceeding \$7 billion in known exposure.

When a local government agency faces a liability judgment, the cost is borne collectively by liability risk pools—meaning it is ultimately funded by the taxpayers of every member community across California—or directly by the local agency if it is not a member of a risk pool. Dollars spent defending and paying out lawsuits are dollars diverted from public safety, road maintenance, parks, and the core local services these agencies exist to provide.

We stand ready to work with the Legislature, the Administration, and all involved stakeholders to craft a practical and meaningful solution to this growing problem.

**Can we count on your support
to help safeguard essential public services?**

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

Providing Innovative Risk Management Solutions for Our Public Agency Partners

8081 Moody Street, La Palma, CA 90623 | (562) 467-8700 | cjpia.org

Establish Proportionate Liability for Local Governments

Under California's joint and several liability rule, a city found just **1% at fault** can be forced to pay **100% of a plaintiff's economic damages**—when the other responsible co-defendants can't pay. Every dollar consumed by disproportionate liability judgments and inflated settlements is a dollar unavailable for community services that our residents rely on: police and fire protection, roads and infrastructure maintenance, parks, libraries, senior services and youth sports programs.

Establishing proportionate liability means that local governments named in lawsuits would be required to pay only their actual share of fault, as determined by the court. Not only is this more fair, but it would help to solve a rapidly escalating problem—a fiscal crisis of runaway liability costs for cities and other local government agencies that have limited taxpayer funding to provide much needed public services.



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



To: Town Council

From: Debra Breidenbach, Human Resources and Risk Manager

Date: June 4, 2026

Meeting Date: July 21, 2026

Subject: Approval of Updated Section 125 Benefit Plan Document.

Recommendation:

That the Town Council approves the draft amended Section 125 Cafeteria Plan Document, subject to non-substantive changes and/or edits.

Prior Review:

None.

Discussion:

The Town maintains a Section 125 Cafeteria Plan pursuant to the Internal Revenue Code, which allows eligible employees to pay certain benefit-related expenses on a pre-tax basis. The proposed updated Section 125 Cafeteria Plan Document includes revisions necessary to maintain compliance with federal regulations governing cafeteria plans. The updates also clarify administrative provisions and ensure that the Plan accurately reflects the Town's current employee benefit structure.

The proposed updates do not alter the Town's overall benefits program but instead update the governing Plan document to reflect current legal and administrative requirements. Staff recommends approving the amended Section 125 Cafeteria Plan document.

Alternatives

None recommended.

Fiscal Impact:

None

Attachments

1. YV - Section 125 Plan Doc
2. Employee Benefit Cap Information

**PLAN DOCUMENT SECTION 125
FLEXIBLE BENEFIT PLAN**

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	TOWN OF YUCCA VALLEY
Address:	57090 29 PALM HWY YUCCA VALLEY, CA 92284
Employer Identification Number:	33-0490145
Nature of Business:	MUNICIPALITY
Name of Plan:	TOWN OF YUCCA VALLEY Flexible Benefit Plan
Plan Number:	501 125/Flex

B. EFFECTIVE DATE

Originally effective date of the Plan:	January 1, 2006
If Amendment to existing plan, effective date of amendment	July 1, 2026

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment.
---------------------------	--

Retiree Wording:	N/A
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Minimum Hours:	All employees with 30 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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Age:	Minimum age of 0 years.
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D. PLAN YEAR

The current plan year will begin on July 1, 2026.

Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials. There are two tiers that the Town offers for contributions. The amounts of the tiers, based on hire date, may be amended at the discretion of the Town during the budget cycle.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts may be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company : Accident Only | CalPERS : |
Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company : | Lincoln Financial : STD & LTD
|
Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company : C-11 and subsequent policies |
Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Delta Dental : | Vision Service Plan : |
Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Lincoln Financial : |

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$Per IRS Regulations

Plan Year Recordkeeper: American Fidelity Assurance

Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$0.00 per Plan Year

Maximum Coverage - \$ In no event can the maximum exceed the limit as indicated by the IRS regulations.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Maximum: \$0.00 per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are** elected.

Eligibility Requirements for Participation, if different than Item C.

- 8.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted_____.

**TOWN OF YUCCA VALLEY -
(Name of Employer)**

Signed By:_____

Title:_____

APPENDIX A

Related Employers that have adopted this Plan

**Name(s):
N/A**

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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 202 a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).
- 203 **Code** Internal Revenue Code of 1986, as amended.
- 204 **Dependent** Any of the following:
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

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Effective Date The effective date of this Plan as shown in Item B of the Adoption Agreement.

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Elective Contribution The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

207	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
208	Employee	Any person employed by the Employer on or after the Effective Date.
209	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
210	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
211	Entry Date	The date that an Employee is eligible to participate in the Plan.
212	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
213	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
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215		
216	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
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218	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

219	Insurer	Any insurance company that has issued a policy pursuant to the terms of this Plan.
220	Key Employee	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
221	Non-Elective Contribution	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
222	Participant	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
223	Plan	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
224	Plan Year	The Plan Year as specified in Item D of the Adoption Agreement.
225	Policy	An insurance policy issued as a part of this Plan.
226	Preventative Care	Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
227	Recordkeeper	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
228	Related Employer	Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health

plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day

immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
 - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may

prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

a.

10.02

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine

supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court, and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant, nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

Employee Benefit Cap Information

Benefit Cap Updates:

There have been some recent updates/changes to the proposed benefit cap option that was introduced at the All Staff meeting on May 4th. Below is a summary of the information:

Current Monthly Benefit Cap

Coverage Level	Current Benefit	Upcoming Budget Adjustment
Employee Only	\$1,610.00	\$1,659.00
Employee + One	\$1,610.00	\$1,659.00
Family	\$1,610.00	\$1,659.00

Current Cash-Out Provision

Employees who provide proof of other qualifying medical coverage may cash out **100% of any unused benefit amount** under the current structure.

Proposed Monthly Benefit Cap

Coverage Level	Proposed Benefit Cap
Employee Only	\$1,000.00
Employee + One	\$2,000.00 (previously proposed as \$1,800.00)
Family	\$2,500.00 (previously proposed as \$2,200.00)

Proposed Cash-Out Provision

Under the proposed structure, employees may cash out unused benefit amounts up to a **maximum of \$500 per month**, with proof of other qualifying coverage.

Eligibility and Implementation

Employees Hired After July 1, 2026:

New employees hired after July 1, 2026, will be enrolled in the proposed benefit cap structure.

Employees Hired Prior to July 1, 2026:

Current employees may choose to remain under the existing benefit cap structure or voluntarily opt into the proposed new structure.

Please note:

- Employees may opt into the proposed structure at any time.
- The opt-in decision is irrevocable.
- Employees may only make the election once.

Please contact Human Resources if you have any questions.

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



To: Town Council

From: Iryna Hess, Staff Accountant

Date: July 1, 2026

Meeting Date: July 21, 2026

Subject: AB1234 Reporting Requirements

Recommendation:

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

Town of Yucca Valley

AB1234

Council Member Meeting Schedule

June 2026

Date of Travel	Organization	Description	Location
Mayor Merl Abel			
06/18/26	League of California Cities	DMD Meeting	Barstow, CA
Mayor Pro Tem Jim Schooler			
No reportable meetings			
Council Member Rick Denison			
6/3/2026	SBCTA	Board of Directors Meeting	San Bernardino, CA
6/4/2026	SCAG	Energy and Environment Committee Meeting	Los Angeles, CA
6/4/2026	SCAG	Regional Council Meeting	Los Angeles, CA
6/10/2026	SBCTA	General Policy Committee Meeting	San Bernardino, CA
6/10/2026	SBCTA	Legislative Policy Committee Meeting	San Bernardino, CA
6/11/2026	SBCTA	Transit Committee Meeting	San Bernardino, CA
Council Member Jeff Drozd			
No reportable meetings			
Council Member Robert Lombardo			
06/18/26	League of California Cities	DMD Meeting	Barstow, CA

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



To: Town Council

From: Iryna Hess, Staff Accountant, Jordan Gumbish, Finance Manager

Date: July 1, 2026

Meeting Date: July 21, 2026

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Register Correction totaling \$2,855.17 dated May 28, 2026. Ratify the Payroll Registers totaling \$306,093.51 dated June 05, 2026, and \$380,509.91 dated June 18, 2026. Ratify the Warrant Register totaling \$6,732,811.86 for the period of June 1, 2026, through June 30, 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 - May 28, 2026 (5-22-2026 Payroll Correction)
2. Payroll Register - June 05, 2026
3. Payroll Register - June 18, 2026
4. Warrant Register 06.01.26-06.30.26

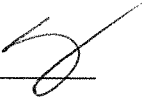
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - May 28, 2026 (5-22-26 Payroll Correction)

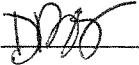
Fund Distribution Breakdown

Fund Distribution

General Fund	\$2,855.17
Gas Tax Fund	0.00
Measure I Fund	0.00
Measure Y Fund	0.00

Grand Total Payroll	<u><u>\$2,855.17</u></u>
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Prepared by HR & Payroll Coordinator: 

Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 05/28/2026 (5-22-26 Payroll Correction)
(May 02, 2026 - May 15, 2026)
Checks: 5811 - 5811

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	679.24	0.00	679.24
Direct Deposit		0.00	-
Sub-total	679.24		679.24
<u>Employee Tax Withholding</u>			
Federal	96.60		96.60
Medicare	11.68	11.67	23.35
Medicare Surtax	-	-	-
State	17.48		17.48
Sub-total	125.76	11.67	137.43
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	2,038.50	2,038.50
Deferred Compensation	-	-	-
PERS Survivor Benefit	-		-
Health Café Plan	-	-	-
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 7.75 %	-		-
PERS EE - Contribution 7%	-		-
PERS EE - Contribution 8%	-		-
PERS Retirement - Employer 7.96%	-	-	-
PERS Retirement - Employer 10.19%	-	-	-
PERS Retirement - Employer 15.30%	-	-	-
PERS UAL Retirement - Employer 41.55%	-	-	-
Wage Garnishment - Employee	-	-	-
Life & Disability Insurance		-	-
Pension Fund Stabalization		-	-
Other Post Employee Benefit's		-	-
Unemployment Insurance		-	-
Workers' Compensation		-	-
Sub-total	-	2,038.50	2,038.50
Gross Payroll	\$805.00	\$2,050.17	\$2,855.17
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - June 05, 2026

Fund Distribution Breakdown

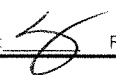
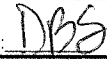
Fund Distribution

General Fund	\$283,105.21
Gas Tax Fund	3,567.10
Measure I Fund	14,110.73
Measure Y Fund	5,310.47

Grand Total Payroll	<u><u>\$306,093.51</u></u>
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Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 06/05/2026
(May 16, 2026 - May 29, 2026)
Checks: 5812 - 5814

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	391.80	0.00	391.80
Direct Deposit	162,971.58	0.00	162,971.58
Sub-total	163,363.38		163,363.38
<u>Employee Tax Withholding</u>			
Federal	21,870.45		21,870.45
Medicare	3,047.82	3,047.87	6,095.69
Medicare Surtax	-	-	-
State	9,344.82		9,344.82
Sub-total	34,263.09	3,047.87	37,310.96
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		-	-
Deferred Compensation	8,010.26	3,833.15	11,843.41
PERS Survivor Benefit	50.00		50.00
Health Café Plan	3,764.09	17,809.96	21,574.05
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	170.89		170.89
American Fidelity-FSA	516.26		516.26
PER EE - Service Credit Purchase	157.84		157.84
PERS EE - Contribution 7.75 %	7,733.24		7,733.24
PERS EE - Contribution 7%	1,304.85		1,304.85
PERS EE - Contribution 8%	4,307.88		4,307.88
PERS Retirement - Employer 7.96%	-	7,942.81	7,942.81
PERS Retirement - Employer 10.19%	-	1,899.50	1,899.50
PERS Retirement - Employer 15.30%	-	8,238.82	8,238.82
PERS UAL Retirement - Employer 41.55%	-	22,374.00	22,374.00
Wage Garnishment - Employee	506.84	-	506.84
Life & Disability Insurance		1,670.93	1,670.93
Pension Fund Stabalization		1,784.48	1,784.48
Other Post Employee Benefit's		3,568.96	3,568.96
Unemployment Insurance		3,558.11	3,558.11
Workers' Compensation		6,099.62	6,099.62
Sub-total	26,638.83	78,780.34	105,419.17
Gross Payroll	\$224,265.30	\$81,828.21	\$306,093.51
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

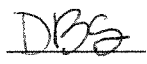
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - June 18, 2026

Fund Distribution Breakdown

Fund Distribution

General Fund	\$357,368.67
Gas Tax Fund	3,567.11
Measure I Fund	15,025.64
Measure Y Fund	4,548.49

Grand Total Payroll	<u><u>\$380,509.91</u></u>
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Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown

Pay Period - Paid 06/18/2026
(May 30, 2026 - June 12, 2026)

Checks: 5815 - 5815

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	275.98	0.00	275.98
Direct Deposit	201,804.54	0.00	201,804.54
Sub-total	202,080.52		202,080.52
<u>Employee Tax Withholding</u>			
Federal	32,951.22		32,951.22
Medicare	3,990.03	3,990.01	7,980.04
Medicare Surtax	-	-	-
State	13,473.22		13,473.22
Sub-total	50,414.47	3,990.01	54,404.48
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	0.01	0.01
Deferred Compensation	11,577.77	9,639.53	21,217.30
PERS Survivor Benefit	59.00		59.00
Health Café Plan	4,577.27	22,468.58	27,045.85
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	170.89		170.89
American Fidelity-FSA	516.26		516.26
PER EE - Service Credit Purchase	157.84		157.84
PERS EE - Contribution 7.75 %	8,392.68		8,392.68
PERS EE - Contribution 7%	1,371.35		1,371.35
PERS EE - Contribution 8%	4,315.78		4,315.78
PERS Retirement - Employer 7.96%	-	8,620.07	8,620.07
PERS Retirement - Employer 10.19%	-	1,996.31	1,996.31
PERS Retirement - Employer 15.30%	-	8,253.95	8,253.95
PERS UAL Retirement - Employer 41.55%	-	22,415.11	22,415.11
Wage Garnishment - Employee	1,230.92	-	1,230.92
Life & Disability Insurance		1,667.99	1,667.99
Pension Fund Stabilization		1,883.90	1,883.90
Other Post Employee Benefit's		3,767.76	3,767.76
Unemployment Insurance		3,988.31	3,988.31
Workers' Compensation		6,836.95	6,836.95
Sub-total	32,486.44	91,538.47	124,024.91
Gross Payroll	\$284,981.43	\$95,528.48	\$380,509.91
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley

Warrant Register from 6/01/2026 to 6/30/2026

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066575	Pelican Club	6/01/2026	Promotional Event	315.00
0066613	Mojave Desert Air Quality Management District	6/05/2026	Invoices MD24415, MD24416	891.40
EFT	Dena Bates	6/05/2026	Senior Benefit Assistance Program	100.00
EFT	Lincoln 457 (Payroll)	6/05/2026		4,046.38
EFT	PARS	6/05/2026		1,555.18
EFT	THE HOME DEPOT U S A INC.	6/05/2026	Credit Card	2,808.50
EFT	Southwest Networks, Inc.	6/05/2026	Invoices 26-5087, 26-5504	710.33
0058328	JEFF THIELE CONSTRUCTION	6/05/2026	Filing Fee Refund	
EFT	WEX Bank	6/05/2026	Fuel	6,335.45
EFT	Nena C McCullough	6/05/2026	Senior Center Expense Reimbursement	259.37
0066605	Patrick Hutchinson	6/05/2026	2026 Summer Music Festival Audio Visual Production, July - August 2026, PO26-10242	9,250.00
0066579	AIS	6/05/2026	Monthly Maintenance & Supplies Contract for KIP 740C Plotter, 05/17/26-06/16/26	116.80
0066615	Nelson Mobile Services Inc	6/05/2026	Vehicle Maintenance	419.25
0058838	Bordin Semmer, LLP	6/05/2026	Claim Settlement	
0066595	Jeff Drozd	6/05/2026	Invoices TR, TR	252.60
EFT	Landmark Consultants, Inc	6/05/2026	Invoices LP0526-66, LP0526-67	8,861.50
0066608	Kevin Quinlan	6/05/2026	Invoices 051926, 052026, 052126	315.00
0066580	Alliance Race Timing	6/05/2026	Run Timing Fee, 26 GSR	1,275.00
EFT	BSAFE Playground Inspection Services, Inc.	6/05/2026	PO25-10265, Playground Inspection Services	9,800.00
0059612	Gofer Parts, LLC	6/05/2026	Maintenance Supplies	
0058393	Pat Adams	6/05/2026	STVR Fee Refund	
0066593	Dahlin Group, Inc.	6/05/2026	YV Aquatic Center Project Services, 04/01/26-04/30/26, Reimbursable	4,133.43
0058672	Craig Tyerman	6/05/2026	Animal License Refund	
0059296	Janese Johnson	6/05/2026	Animal License Refund	
0066622	Scharf, Zaharah	6/05/2026	Invoices Reimbursement, Reimbursement (2)	107.96
0066611	Luz Investment Corp.	6/05/2026	Telephone Support Service	250.03
EFT	Yunex LLC	6/05/2026	04/26 Traffic Signal Maintenance	333.32
EFT	HMC Group dba HMC Architects	6/05/2026	04/26 YV Aquatic Center Project - prop 68	40,000.00
0066583	Arc Mechanical	6/05/2026	Refund for Bus Reg Renew Apr25/26	3.00
0066609	Frank J Luckino	6/05/2026	Invoices Reimbursement, TR	804.63
0066617	PlaceWorks, Inc.	6/05/2026	Invoices TYV-10.0-10, TYV-11.0-11, TYV-12.0-10	26,442.98
0058180	Christopher Indudhara/Vacation rental/STVR 48-21	6/05/2026	Permit Fee Refund	
0066625	Southern California Mulch, Inc.	6/05/2026	PO26-10262, Playground Wood Chip Replenishment	12,420.00
0066578	Advanced Imaging Solutions	6/05/2026	Copier Leases, 04/01/2026-06/30/2026	5,344.87
EFT	Mission Square	6/05/2026		10,335.54
EFT	Joshua Curtis Slone	6/05/2026	Exercise Physiologist, Senior Programming	825.00
EFT	Shawn M Matteke	6/05/2026	Contracted Instructor - Senior Programming	450.00
EFT	Alliant Insurance Services Trust Account Newport	6/05/2026	Special Event Insurance Premium, YUCCVAL-01	395.00
0066576	Merl Abel	6/05/2026	Travel Expense Reimbursement, Las Vegas, 05.18.26-05.20.26	362.50
0066577	ACTION PUMPING INC	6/05/2026	Invoices 35434, 35438, 39249	1,065.00
0066581	Animal Action League	6/05/2026	Invoices 2420720, 5142026	299.00
0066582	GREGORY ALLEN REX	6/05/2026	Invoices 11246, 11290, 11346	3,201.00
0066584	AT&T MOBILITY	6/05/2026	Cell Phone Service	559.61

Town of Yucca Valley

Warrant Register from 6/01/2026 to 6/30/2026

Page: 2

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066586	AVALON URGENT CARE INC	6/05/2026	Invoices 35024, 35026, 35027, 35082, 35083, 35085, 35086, 35087, 35090, 35098, 35099, 35100, 35101, 35228, 35229, 35257, 35258, 35259, 35268, Successor Agency/RDA Tax Allocation Bonds Fees, 07/26/2025-07/25/2026	2,160.00
0066587	BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	6/05/2026		2,200.00
0066588	HAILE BLACKMAN	6/05/2026	2026 Summer Music Festival, 07.25.26.	3,000.00
0066589	DEBRA BREIDENBACH-STERLING	6/05/2026	Mileage Reimbursement	113.46
EFT	Parkers Building Supply	6/05/2026	Credit Card	352.60
0066626	State Controller	6/05/2026	FTB OFFSETS 2025, CITY556	26.88
EFT	CDW GOVERNMENT	6/05/2026	Ipads Supply, PO26-10226	7,373.88
0066592	CYNTHIA WEAVER	6/05/2026	Screen Print Clothing	1,062.12
0066597	EWING IRRIGATION PRODUCTS INC	6/05/2026	Irrigation Maintenance Supplies	671.19
0066594	Desert Arc	6/05/2026	04/26 Cleaning Services	7,232.04
0066598	Rocio Feeney	6/05/2026	Reimbursement for Working Boots	134.06
0066634	Woods Auto Repair	6/05/2026	Vehicle Maintenance	465.89
0066596	Ennis-Flint, Inc.	6/05/2026	Street Signs Supply	1,385.91
0066610	FRED'S TIRES	6/05/2026	Invoices 39412, 39432	840.01
0066599	FULTON DISTRIBUTING CO	6/05/2026	Invoices 702703, 703056	2,034.76
0066601	Gold Mountain California News Media, Inc.	6/05/2026	Invoices 68657, 68658	536.00
0066604	Hi-Desert Water District	6/05/2026	Water Supply Service	5,039.32
0066600	GLOBALSTAR USA	6/05/2026	Satelite Phones Annual Service	1,410.21
0066607	KCDZ-FM	6/05/2026	Radio Advertisement - Animal Shelter	620.00
0066620	Quadient Leasing USA Inc.	6/05/2026	ComDev and Town Hall Postage Machines Leases 06/17/2026-09/16/2026	1,412.22
EFT	Miracle Recreation Equipment Company, Inc.	6/05/2026	Playground Parts Supply	630.00
0059418	MSA	6/05/2026	Membership Dues	
0066635	Yucca Valley Auto Parts, Inc.	6/05/2026	Invoices 539369, 539474	329.48
0066616	Nichols Consulting	6/05/2026	FY25-26 SB90 State Mandated Cost Claims	3,800.00
EFT	Noel Rodney Owsley	6/05/2026	GE Services, Lot Merger 01-26; NRO Project N100.492, Apr 2026	500.00
0066618	PRO VIDEO	6/05/2026	Council Meeting Recording, 05.05.26.	150.00
EFT	SCE	6/05/2026	Electric Service	4,435.53
0066623	Sciencenter	6/05/2026	Turtle Travels Exhibit Inbound Shipping	7,607.62
EFT	Staples	6/05/2026	Credit Card	1,785.92
EFT	TPx Communications	6/05/2026	Phone Service	5,044.50
EFT	Charter Communications	6/05/2026	Cable/Fiber Services	4,187.75
0066627	TOPS N BARRICADES INC	6/05/2026	Streets Maintenance Supplies	1,029.77
0066619	Quadient Finance USA Inc.	6/05/2026	Postage	2,920.22
EFT	TRACTOR SUPPLY CREDIT PLAN	6/05/2026	Credit Card	196.08
0066630	Valley Independent Printing LLC	6/05/2026	Invoices 45750, 45787	138.75
0066631	VCA Yucca Valley Animal Hospital	6/05/2026	Invoices 5563702397, 5563702696, 5563702964, 5563702986	338.27
0066602	GUY WULF	6/05/2026	Invoices 051426, 051926, 052026, 052126	420.00
0066590	Cameron Brill	6/05/2026	Grubstake Days Award Supplies	270.00
0066621	Quadient Inc.	6/05/2026	ECert Envelopes Supply	115.71
EFT	Electryon Tech LLC	6/05/2026	Internet Service	129.00
0066628	WS Chief Cornerstone DBA: Total Care Work Injury	6/05/2026	Medical Fees	130.00

Town of Yucca Valley

Warrant Register from 6/01/2026 to 6/30/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	MD Concrete	6/05/2026	PO26-10264, Emergency Concrete Repair@Town Hall	8,000.00
0066614	Municipal Dental Pool C/O Keenan & Associates, SETECH	6/05/2026	Monthly Dental Premium Group ID #22642-00001, June 2026	2,283.04
EFT	Robert Clapper	6/05/2026	YV Aquatic and Recreation Center Construction Project, thru April 30, 2026	1,583,740.25
EFT	Construction Services Inc American Business Bank	6/05/2026	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#21, period thru 04/30/2026	83,354.75
0066612	Midwest Veterinary Supply, Inc.	6/05/2026	Veterinary Supplies	3,980.44
EFT	Myers & Sons Hi-Way Safety, Inc.	6/05/2026	Streets Signs	3,085.47
0066629	UniFirst Corporation	6/05/2026	Invoices 2200401057, 2200404110	430.08
0066585	Audio Tek	6/05/2026	2026 Fireworks Stage Sount System	7,575.00
EFT	Roadrunner Print and Ship	6/05/2026	Invoices 3515, 4243, 4488, 4537, 4634, 4709, 4719, 4952, 5214, 5475, 5589, 5751, 5794, 5903, 6156, 6320	3,975.26
0066603	Hi-Desert Metal & Gas Supply	6/05/2026	Carbon Dioxide Units Supply for Pool	130.50
EFT	Genesi LLC	6/05/2026	05/2026 Professional Services	10,000.00
EFT	JNS Media Specialists	6/05/2026	Tourism Marketing Progect, Account Manegement, Strategic Advice	2,000.00
EFT	Apex Paving Co	6/05/2026	Berm Repair Project, 05/18/26-05/20/26	98,076.00
EFT	Impact Sciences, Inc.	6/05/2026	CEQA for Dutch Bros, Project #1590.003, Apr 2026	3,012.00
EFT	Multy Service Technology Solutions Inc.	6/05/2026	Credit Card	1,039.33
0066624	Brenda L. Snoke-Northup	6/05/2026	Reimbursement for Out of State Pre-employmentand Testing and Livescan	137.80
0066632	TG Entertainment	6/05/2026	2026 Summer Music Festival, 07.03.26.	4,500.00
0066633	Woodie and the Longboards	6/05/2026	2026 Summer Music Festival, 07.11.26.	2,000.00
0066606	THE ANSWER BAND, INC	6/05/2026	2026 Summer Music Festival, 07.18.26.	2,000.00
0066591	California State Controller	6/05/2026	FY24/25 Remit Report, Unclaimed Property Transfer	1,208.76
EFT	Environmental Planning Development Solutions, Inc. - EPD Solutions, Inc.	6/05/2026	CEQA for Tumbleweed Sanctuary, CUP 01-24, EA 02-24, throught 04/26/2026	8,634.30
EFT	Mission Square	6/17/2026		6,162.42
EFT	PARS	6/17/2026		1,615.14
EFT	Lincoln 457 (Payroll)	6/17/2026		4,065.85
0066638	AMERICAN ASPHALT SOUTH, INC.	6/19/2026	2025 Town-Wide Crack/Seal & Slurry Project, Retention Release	87,128.42
EFT	Pacific Western Bank	6/19/2026	Credit Card	33,344.85
EFT	Southwest Networks, Inc.	6/19/2026	Invoices 26-6042SC, 26-6055SC	70.50
0066642	Castrol Premium Lube & Smog Express	6/19/2026	Vehicle Maintenance Service	102.61
0066681	PARS	6/19/2026	04/26 Annual Asset Fee	300.00
EFT	FORTE	6/19/2026	PO25-10127, YVARC Project, Security Systems Equipment, #10	52,961.83
EFT	Harrell's LLC	6/19/2026	Parks Maintenance Supplies	1,729.13
EFT	Burke Williams and Sorensen LLP	6/19/2026	05/26 Professional Services	21,343.83
0066695	West Coast Turf	6/19/2026	Sod for Soccer Fields	576.38
0066678	Victoria Montgomery	6/19/2026	Contracted Instructor, Stretch "N" Tone Class	197.40
EFT	Landmark Consultants, Inc	6/19/2026	Invoices LP0626-62, LP0626-63	6,777.40
0066689	Stiles Animal Removal, Inc.	6/19/2026	Dead Animal Disposal	1,650.00
EFT	Tripepi, Smith & Associates, Inc.	6/19/2026	Invoices 16950, 17005, 17179, 17215, 17359	28,259.26

Town of Yucca Valley

Warrant Register from 6/01/2026 to 6/30/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066637	AIS	6/19/2026	06/26 Copy Charges per Lease	816.65
0066682	PlaceWorks, Inc.	6/19/2026	Invoices TYV-10.0-11, TYV-12.0-11	18,995.00
0066687	William Michael Shamhart	6/19/2026	Contracted Instructor, Pickeball Clinics/Drills	197.40
EFT	Mariposa Landscapes Inc.	6/19/2026	05/26 Landscape Maintenance	9,726.56
EFT	EcoFert, Inc.	6/19/2026	05/26 Monthly Program Fees	2,160.00
0066668	Hi-Way Safety Rentals, Inc.	6/19/2026	2026 Grubstakes Traffic Control	1,950.00
0066696	Wireless Controls, Inc.	6/19/2026	Additional Main Controller Installation, PO26-10201	13,099.00
EFT	Safework, Inc	6/19/2026	Invoices 00000451-22, 00000451-23	133,866.00
0066646	Regina Costello	6/19/2026	Invoices Apr-26, May-26	131.90
0066670	Kevin Quinlan	6/19/2026	Invoices 060326, 060426	210.00
0066643	Colorado Studio LLC	6/19/2026	YV Farmers Market Promotional VideoProduction	820.00
0066655	Frazier Pest Control, Inc.	6/19/2026	05/26 Town-wide Monthly Pest Control	380.00
0066674	Frank J Luckino	6/19/2026	Invoices MR, TR	143.89
0066669	Joseph Glockner	6/19/2026	Full Fee Refund for STVR 157-22@57508 Buena Suerte	1,323.00
0066662	GUY WULF	6/19/2026	Invoices 060226, 060926	210.00
0066694	VCA Yucca Valley Animal Hospital	6/19/2026	Invoices 5563703277, 5563703450, 5563703506, 5563703784, 5563703841, 5563704164, 5563704316	2,157.90
0066691	ULINE	6/19/2026	Maintenance Supplies	426.41
0066693	Valley Independent Printing LLC	6/19/2026	Invoices 45785, 45805, 45812	289.23
0066690	TOPS N BARRICADES INC	6/19/2026	Streets Maintenance Supplies	2,726.08
EFT	PYRO SPECTACULARS INC	6/19/2026	Balance Due for FY26/27 Display Fireworks on July 03, 2026	11,250.00
0066683	QUALITY STREET SERVICES INC	6/19/2026	Street Sweeping Service Routine, Ticket #4558, 05/18/26-05/21/26	8,480.00
0066684	ROGERS ANDERSON MALODY & SCOTT LLP	6/19/2026	FY25/26 Audit Progress Billing, March 2026	13,000.00
EFT	SBCO Sheriff's Department	6/19/2026	06/26 Public Safety Services	587,429.00
EFT	SCE	6/19/2026	Electric Service	34,659.45
EFT	Noel Rodney Owsley	6/19/2026	Invoices 04-26-001, 04-26-002, 04-26-003, 04-26-004, 06-26-001, 06-26-002, 06-26-003, 06-26-004	15,100.00
0066680	PLASTICPLACE	6/19/2026	Grounds Maintenance Supplies	520.37
0066699	Yucca Valley Auto Parts, Inc.	6/19/2026	Vehicle Maintenance Supplies	154.48
EFT	Primo Brands	6/19/2026	Office Bottled Water Supply (CD)	338.06
EFT	Primo Brands	6/19/2026	Office Bottled Water Supply (TH)	362.48
0066671	MICHAEL E LANG	6/19/2026	Contracted Instructor, CPR Class	105.00
0066657	Michele Gardner	6/19/2026	Office Supply Expense Reimbursement	152.23
0066663	Hinderliter, de Llamas and Associates	6/19/2026	Invoices SIN064083, SIN064472, SIN064473	2,437.95
0066660	Gold Mountain California News Media, Inc.	6/19/2026	Display: Pet Adoptions Ads	750.00
0066666	Hi-Desert Water District	6/19/2026	Water Supply Service	44,878.70
EFT	Honeywell International Inc.	6/19/2026	Mechanical & Electrical Service, July 2026	5,828.96
EFT	Quinn Company	6/19/2026	Credit Card	373.76
0066656	FULTON DISTRIBUTING CO	6/19/2026	Invoices 702703credit, 704395	925.89
0066675	FRED'S TIRES	6/19/2026	Vehicle Maintenance Service	320.00
0066697	Woods Auto Repair	6/19/2026	Vehicle Maintenance	778.71
0066649	Desert Arc	6/19/2026	05/26 Cleaning Services	7,232.04
0066652	EXHIBIT ENVOY, Inc.	6/19/2026	Deposit for Exhibit Rental Fee "Americans", 09.12.27-10/31/27	583.25
EFT	FARMER BROTHERS CO	6/19/2026	Office Coffee Supply	816.10

Town of Yucca Valley

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066653	FEDEX	6/19/2026	Invoices 9-307-94460, 9-326-48785, 9-336-87628	240.59
0066688	DEPARTMENT OF JUSTICE	6/19/2026	05/26 Fees	392.00
0066636	Merl Abel	6/19/2026	Travel Expense Reimbursement, Lake Arrowhead, 05.13.26-05.15.26	128.33
EFT	CHARLES ABBOTT ASSOCIATES	6/19/2026	05/26 Building Permit and Plan Check Fees	25,442.95
0066644	LESLEY COPELAND	6/19/2026	Reimbursement for monthly medical insurance cost, June 2026	1,758.06
0066645	CoreLogic Solutions LLC, Information Solutions	6/19/2026	RQ2 Nationwide Commitment Package, May 2026	316.71
0066639	GREGORY ALLEN REX	6/19/2026	Veterinary Services	765.00
0066672	ROBERT LOMBARDO	6/19/2026	Travel Expense Reimbursement, Lake Arrowhead, 05.14.26-05.15.26	128.33
0066673	ROBERT LOMBARDO	6/19/2026	Travel Expense Reimbursement, DMD Ontario, 05.20.2026.	132.24
0066647	RICK DENISON	6/19/2026	Travel Expense Reimbursement, Lake Arrowhead, 05.14.26-05.15.26	128.33
0066648	RICK DENISON	6/19/2026	Travel Expense Reimbursement, DMD Ontario, 05.20.2026.	132.24
0066679	MORONGO UNIFIED SCHOOL DISTRICT	6/19/2026	05/26 Fleet Fuel	2,603.08
EFT	Environment Planning Development Solutions, Inc.	6/19/2026	CEQA for Tumbleweed Sanctuary, CUP 01-24, EA 02-24, through 04/26/2026	8,657.50
EFT	Ted Jones Ford Inc. dba Ken Grody Ford	6/19/2026	2026 Ford F-150, VIN 1FTEW2LP7TKD95649, PO26-10266	50,762.38
EFT	Garnet Reclamation LLC	6/19/2026	Mix-Loads Right to Dump Fees	405.00
EFT	Van Engineering Inc.	6/19/2026	CC Athletic Facility Improvements, 05/01/26-05/31/26	765,206.28
0066665	Hi-Desert Metal & Gas Supply	6/19/2026	Invoices 799, 800, 810, 811	862.06
0066677	McCue Mechanical	6/19/2026	Senior Center Walk In Cooler Repair Service	562.50
EFT	Apex Paving Co	6/19/2026	Invoices 1054, 1057	61,528.00
0066664	Jennifer Henry	6/19/2026	Dance Mojave Adult Class	63.00
0066659	Karen Gladis	6/19/2026	Dance Mojave Youth Class	168.00
0066661	Grainger	6/19/2026	Utility Cart, Brushroll Assembly, Angle Sillcock Supply	426.55
EFT	Roadrunner Print and Ship	6/19/2026	Printing Services, Project Sign CC Athletic Facilities	457.32
0066667	Hi-Desert Water District	6/19/2026	FOG Permit #0000-0005 Renewal Inspection Fee	120.00
0066676	Meilani MacDonald	6/19/2026	Invoices May-26 Crafts, May-26 Gardening	95.20
0066650	Robyn Einhorn	6/19/2026	Contracted Instructor, Ceramics Class	560.00
0066654	First American Data Tree, LLC	6/19/2026	Monthly Subscription for Property Info Website	100.00
0066651	Erik Mendoza	6/19/2026	Invoices 10, 9	600.00
0066641	Lara Bennett	6/19/2026	Invoices May-26 Adult Ballet, May-26 Barre, May-26 Dance Fund, May-26 Intro to Gymnastics, May-26 Kids Rhythm, May-26 Tumblin' Tots	847.00
EFT	Myers & Sons Hi-Way Safety, Inc.	6/19/2026	Invoices 186867, 187000	3,063.87
0066692	UniFirst Corporation	6/19/2026	Invoices 2200406537, 2200409090	440.47
EFT	Robert Clapper	6/19/2026	YV Aquatic and Recreation Center Construction Project, thru May 31, 2026	2,388,129.87
EFT	Construction Services Inc	6/19/2026	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#22, period thru 05/31/2026	125,691.05
0066685	American Business Bank	6/19/2026	Street Signs	7,800.58
0066685	Safeway Sign Company	6/19/2026	Street Signs	7,800.58
0066698	Mary Worthen	6/19/2026	Contracted Instructor, Woodcarving Class	23.80
0066658	Gina Brown	6/19/2026	Contracted Instructor, Science for the Future	577.50
0066686	Penny Lee Shadwick	6/19/2026	Contracted Instructor, Knit and Crochet Class	57.40
0066640	Raini Ameli Armstrong	6/19/2026	Contracted Instructor, Watercolor Workshop	66.50

Town of Yucca Valley
Warrant Register from 6/01/2026 to 6/30/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Mission Square	6/25/2026		14,283.35
EFT	PARS	6/25/2026		2,887.57
EFT	Lincoln 457 (Payroll)	6/25/2026		4,046.38
EFT	PARS	6/30/2026	OPEB for QTR Ending 06.30.26	22,485.07
EFT	PARS	6/30/2026	Pension for QTR Ending 06.03.26	11,242.57
<u>Total Checks:</u>				<u>6,732,811.86</u>

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



To: Town Council

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

Date: July 14, 2026

Meeting Date: July 21, 2026

Subject: Resolution No. 26-XX: Measure I Five-Year Capital Improvement Program, 2026/2027 to 2030/2031, Measure I Expenditure Strategy

Recommendation:

That the Town Council adopts Resolution No. 26-xx approving the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Years 2026/2027 to 2030/2031.

Prior Review:

There has been no prior Town Council review of this item. The Town is required to adopt the Measure I Capital Improvement Program annually.

Discussion:

Measure I revenues are restricted to street, highway and/or road program expenditures. There are extensive roadway improvement needs throughout the community which far exceed the available funds for construction or reconstruction of roadways. Most of the roadways are not improved to their ultimate width. Additionally, many of the roadways are extremely aged and distressed as a result of having not been adequately maintained over their lifespan by the County. Current estimates indicate that a minimum of \$16 million investment in reconstruction and rehabilitation would be necessary in order to bring all existing roadways within the maintained system up to acceptable standards. With approximately \$900,000 to \$1,000,000 +/- in Measure I revenues annually, the Town does not have the financial ability to address all the roadway improvement needs of the existing Roadway System.

The Town utilizes a Pavement Management System (PMS) as a guide in determining cost-effective maintenance treatments, budget planning and project identification. The rationale behind the PMS is to get all pavement segments to the condition where preventative maintenance is the primary strategy being applied on a 5 to 7-year interval basis. In simple terms, it costs 1/5 to 1/10 of the cost to effectively maintain a roadway segment compared to complete reconstruction costs after the pavement is 80% deteriorated and allowed to lapse into a poor and failed condition, then followed by the rehabilitation cycle.

For the 2026/2027 fiscal year period, Measure I fund will be used for the construction of the Townwide Slurry/Cape Seal Project.

Long-term maintenance of the reconstructed roads by Hi-Desert Water District following the collection system construction is a high priority. During this five-year Measure I planning period, funds are “set-a-side” for future maintenance of the new roads being constructed by HDWD in Phase I. In approximately 2023/2024, seven years from when HDWD Package A roads are constructed, the first scheduled maintenance cycle for those roads is planned.

As illustrated, how the Town administers the Measure I program over the next several years will be best described as “flexible”, based upon HDWD’s implementation of the wastewater collection system, Phase II. As such, amendments to the Measure I Five-Year Capital Improvement Program during this time period are anticipated.

The annual slurry/cape seal program will continue to move forward, coordinated with HDWD waterline and wastewater collection system construction sequencing, using Measure Y annual revenues.

Additionally, the following projects were added to Measure I Funding for design purposes at this time:

- Palm Avenue Widening - Sunnyslope to SR62
- Yucca Trail Widening – Palomar to La Contanta

Alternatives

Staff recommends no alternative actions. Plan consistency with expenditures is required for Measure I compliance review.

Fiscal Impact:

Adoption of the Measure I Resolution will have no financial impacts and will allow the Town to access the Measure I funds. Attached to this document are projected Measure I fund balances over the five (5) year period based upon the recommended plan. Amendments/adjustments to the plan will be made as projects continue to move forward, coordinated with the wastewater and other projects.

Attachments

1. RESOLUTION
2. 2027-2031 CIP_Report_Template Attach B
3. Attachment B - Measure I Expenditure Strategy
4. 2027-2031 MICIP 5 Year Revenue Est Attach C

RESOLUTION NO 26-xx

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE I CAPITAL IMPROVEMENT
PROGRAM FOR FISCAL YEARS 2026/2027 TO 2030/2031.**

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Improvement Plan.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES RESOLVE AS
FOLLOWS.**

Section 1. That the Five-Year Transportation Project List for fiscal years 2026/2027 to 2030/2031, attached to this resolution as Exhibit A, is hereby adopted.

Section 2. That the Measure I Expenditure Strategy for Fiscal Year 2026/2027, attached to this resolution as Exhibit B., is hereby adopted.

Section 3. That the Town Clerk of the Town of Yucca Valley is hereby directed to forward a copy of this Resolution to the San Bernardino County Transportation Authority.

PASSED, APPROVED AND ADOPTED THIS 21st day of July 2026.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

Directions:
Each Jurisdiction must annually submit a new 5 year CIP to SBCTA by September 1 to receive Local Street Pass-Through funds.

1) Only purple cells need attention/data entry.

2) Select your Jurisdiction in L2 Using Drop Down (Revenue will update automatically)

3) Enter the amount of your unused MSI Local Street funds estimated at the end of the current Fiscal Year in M6.

4) Type the Project Names in column B (see 5 for additional instructions)

5) Please include the type of work. There's no limit on categorial projects, like pavement mgmt or routine maintenance. If adding a specific road/named project, please include road name, limits and type of work.

6) Please enter yes or no as appropriate in cells C&D to indicate if the Project is in a Non-Motorized Trans Plan or has an ATP Component.

7) If the Project is a Capacity Improvement Project/Arterial Project, please enter the Public/DIF Share % from the Nexus Study. Otherwise, leave blank. Please Contact SBCTA if you need help with this.

8) Please enter Estimated Total Project Cost in column G. May be more than the Measure I amount.

9) Please enter the amount of Measure I Local Street dollars estimated to be spent by Fiscal Year.

10) Make sure the programming doesn't exceed 150% of the 5 Year Estimated Revenue + Carryover Balance. If it does, cell H60 will turn pink as a flag, and will show a % above 150%. You will need to reduce programming during the 5 years per Measure I Policy VLS-9, VVLS-13, or MDLS-11.

11) Hide/Unhide blank project lines as needed. If you need more lines to input Projects, please unhide rows up to line 100. If Projects exceed 100 lines, please contact SBCTA for a revised form.

12) Only input/submit the 5 Year CIP using the SBCTA-approved form sent to you. Contact SBCTA if you encounter problems.

13) All projects with expenditures MUST BE LISTED in the CIP in effect at the time of expenditure as a requirement of the Measure I Ordinance and Policy VLS-9, VVLS-13, or MDLS-11. If an agency spends Measure I Local Street funds on a project not listed, a Revised CIP must be submitted by Sept 1 after the year where the expenditures were incurred to avoid an audit finding.

14) Consider submitting CIP to SBCTA for consistency review/policy compliance prior to adoption by jurisdictions governing body. Please call SBCTA with any questions using contact person from Cover Letter.

**TOWN OF YUCCA VALLEY
MEASURE I EXPENDITURE STRATEGY**

FY 2026/2027

Elderly/Handicapped Fund: All revenue in the Elderly and Handicapped fund is expended by the Morongo Basin Transit Authority for necessary programs.

Local Street Program (LSP): Measure I Local Streets revenues are allocated to a number of projects, including reconstruction/rehabilitation/maintenance and engineering/design of arterials and residential roads, annual studies and/or reports such as pavement management program updates, traffic census reports, and similar activities. Local street program funds also pay expenditures for personnel on the Town's street crew.

Major Local Highways Program (MLH): Measure I Major Local Highway revenues are managed by SBCTA. By September 30th of each year, the Town shall submit a written request to SBCTA specifying the scope of the project(s), the requested amount and other fund sources required to fully fund the project(s).

Measure I Local Pass-through Program
REVENUE ESTIMATES FOR FY2025/2026 thru FY2030/2031
Valley Subarea

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount						Total FY26/27 through FY30/31
		REV FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	
Chino	5.98%	\$ 2,507,086	\$ 2,512,157	\$ 2,571,946	\$ 2,634,696	\$ 2,698,979	\$ 2,764,828	\$ 13,182,607
Chino Hills	4.84%	\$ 2,029,536	\$ 2,033,641	\$ 2,082,041	\$ 2,132,839	\$ 2,184,877	\$ 2,238,183	\$ 10,671,581
Colton	3.34%	\$ 1,398,577	\$ 1,401,406	\$ 1,434,759	\$ 1,469,765	\$ 1,505,625	\$ 1,542,359	\$ 7,353,914
Fontana	13.73%	\$ 5,753,388	\$ 5,765,026	\$ 5,902,232	\$ 6,046,234	\$ 6,193,752	\$ 6,344,868	\$ 30,252,113
Grand Terrace	0.80%	\$ 336,086	\$ 336,766	\$ 344,781	\$ 353,193	\$ 361,810	\$ 370,637	\$ 1,767,187
Highland	3.58%	\$ 1,498,592	\$ 1,501,623	\$ 1,537,362	\$ 1,574,870	\$ 1,613,294	\$ 1,652,656	\$ 7,879,805
Loma Linda	1.59%	\$ 664,717	\$ 666,061	\$ 681,913	\$ 698,551	\$ 715,594	\$ 733,053	\$ 3,495,173
Montclair	2.35%	\$ 985,079	\$ 987,071	\$ 1,010,563	\$ 1,035,219	\$ 1,060,477	\$ 1,086,350	\$ 5,179,680
Ontario	11.55%	\$ 4,840,708	\$ 4,850,500	\$ 4,965,941	\$ 5,087,100	\$ 5,211,216	\$ 5,338,360	\$ 25,453,117
Rancho Cucamonga	11.03%	\$ 4,619,889	\$ 4,629,234	\$ 4,739,408	\$ 4,855,040	\$ 4,973,495	\$ 5,094,839	\$ 24,292,017
Redlands	4.60%	\$ 1,929,101	\$ 1,933,003	\$ 1,979,008	\$ 2,027,292	\$ 2,076,755	\$ 2,127,424	\$ 10,143,482
Rialto	6.61%	\$ 2,771,140	\$ 2,776,746	\$ 2,842,832	\$ 2,912,191	\$ 2,983,244	\$ 3,056,029	\$ 14,571,041
San Bernardino	13.95%	\$ 5,846,709	\$ 5,858,536	\$ 5,997,967	\$ 6,144,305	\$ 6,294,216	\$ 6,447,783	\$ 30,742,806
Upland	4.96%	\$ 2,077,469	\$ 2,081,672	\$ 2,131,215	\$ 2,183,212	\$ 2,236,479	\$ 2,291,045	\$ 10,923,623
Yucaipa	3.44%	\$ 1,439,528	\$ 1,442,440	\$ 1,476,770	\$ 1,512,800	\$ 1,549,710	\$ 1,587,520	\$ 7,569,240
County/Valley	7.64%	\$ 3,201,440	\$ 3,207,916	\$ 3,284,263	\$ 3,364,392	\$ 3,446,478	\$ 3,530,565	\$ 16,833,614
Total Valley Region	100.00%	\$ 41,899,044	\$ 41,983,800	\$ 42,983,000	\$ 44,031,700	\$ 45,106,000	\$ 46,206,500	\$ 220,311,000

Measure I Local Pass-through Program
REVENUE ESTIMATES FOR FY2025/2026 thru FY2030/2031
Mountain/Desert Subareas

MOUNTAIN/DESERT SUBAREA	Distribution Percentage (50% Population & 50% Revenue Generation)		Estimated Annual Local Pass-Through Amount*						Total FY26/27 through FY30/31
	Population	Revenue Generation	REV FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	
Needles	68.83%	71.85%	\$ 174,012	\$ 179,147	\$ 183,367	\$ 187,798	\$ 192,370	\$ 197,012	\$ 939,693
County/Colorado River	31.17%	28.15%	\$ 73,388	\$ 75,553	\$ 77,333	\$ 79,202	\$ 81,130	\$ 83,088	\$ 396,307
Colorado River Subarea	100.00%	100.00%	\$ 247,400	\$ 254,700	\$ 260,700	\$ 267,000	\$ 273,500	\$ 280,100	\$ 1,336,000
Twentynine Palms	34.22%	22.66%	\$ 589,686	\$ 533,146	\$ 545,831	\$ 559,141	\$ 572,764	\$ 586,728	\$ 2,797,611
Yucca Valley	31.07%	66.53%	\$ 1,011,879	\$ 914,859	\$ 936,625	\$ 959,464	\$ 982,841	\$ 1,006,803	\$ 4,800,592
County/Morongo Basin	34.71%	10.80%	\$ 471,835	\$ 426,595	\$ 436,744	\$ 447,395	\$ 458,295	\$ 469,468	\$ 2,238,497
Morongo Basin Subarea	100.00%	100.00%	\$ 2,073,400	\$ 1,874,600	\$ 1,919,200	\$ 1,966,000	\$ 2,013,900	\$ 2,063,000	\$ 9,836,700
Barstow	42.63%	75.32%	\$ 1,742,598	\$ 1,831,825	\$ 1,875,406	\$ 1,921,110	\$ 1,967,935	\$ 2,015,939	\$ 9,612,215
County/North Desert	57.37%	24.68%	\$ 1,212,302	\$ 1,274,375	\$ 1,304,694	\$ 1,336,490	\$ 1,369,065	\$ 1,402,461	\$ 6,687,085
North Desert Subarea	100.00%	100.00%	\$ 2,954,900	\$ 3,106,200	\$ 3,180,100	\$ 3,257,600	\$ 3,337,000	\$ 3,418,400	\$ 16,299,300
Big Bear Lake	9.92%	31.58%	\$ 526,168	\$ 638,813	\$ 654,001	\$ 682,759	\$ 712,782	\$ 744,133	\$ 3,432,488
County/Mountains	90.08%	68.42%	\$ 2,009,732	\$ 2,439,987	\$ 2,497,999	\$ 2,607,841	\$ 2,722,518	\$ 2,842,267	\$ 13,110,612
Mountains Subarea	100.00%	100.00%	\$ 2,535,900	\$ 3,078,800	\$ 3,152,000	\$ 3,290,600	\$ 3,435,300	\$ 3,586,400	\$ 16,543,100
Adelanto	8.73%	5.07%	\$ 1,122,359	\$ 1,163,503	\$ 1,191,188	\$ 1,220,246	\$ 1,250,015	\$ 1,280,509	\$ 6,105,460
Apple Valley	17.70%	14.11%	\$ 2,586,238	\$ 2,681,045	\$ 2,744,839	\$ 2,811,798	\$ 2,880,394	\$ 2,950,661	\$ 14,068,737
Hesperia	23.93%	24.76%	\$ 3,959,191	\$ 4,104,328	\$ 4,201,988	\$ 4,304,493	\$ 4,409,505	\$ 4,517,074	\$ 21,537,389
Victorville	33.15%	51.13%	\$ 6,853,000	\$ 7,104,220	\$ 7,273,260	\$ 7,450,686	\$ 7,632,453	\$ 7,818,646	\$ 37,279,265
County/Victor Valley	16.48%	4.92%	\$ 1,740,113	\$ 1,803,903	\$ 1,846,826	\$ 1,891,878	\$ 1,938,032	\$ 1,985,310	\$ 9,465,948
Victor Valley Subarea	100.00%	100.00%	\$ 16,260,900	\$ 16,857,000	\$ 17,258,100	\$ 17,679,100	\$ 18,110,400	\$ 18,552,200	\$ 88,456,800
Total Mt Desert Region			\$ 24,072,500	\$ 25,171,300	\$ 25,770,100	\$ 26,460,300	\$ 27,170,100	\$ 27,900,100	\$ 132,471,900

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



To: Town Council

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

Date: July 14, 2026

Meeting Date: July 21, 2026

Subject: On-Call Concrete Repair and Replacement Maintenance Services – Award of Maintenance Services Contract

Recommendation:

That the Town Council awards a two (2) year maintenance service contract to MD Concrete, authorizing the Mayor, Town Manager, and Town Attorney to sign the Town's standard professional services agreement and related documents, in the not-to-exceed amount of \$200,000.00 each year for on-call concrete repair and replacement maintenance services.

Prior Review:

On June 2, 2026, the Town Council authorized the release of an RFP for On-Call Concrete Repair and Maintenance Services.

Discussion:

The Town of Yucca Valley maintains various public infrastructure improvements throughout the community, including sidewalks, curb and gutter, driveway approaches, headwalls, and other related concrete facilities. Routine maintenance and timely repairs are necessary to maintain public safety, preserve infrastructure, and address deficiencies identified through inspections, service requests, capital improvement projects, and emergency situations.

Establishing an on-call services agreement will allow the Town to respond more efficiently to maintenance needs and streamline project delivery for smaller repair projects throughout the Town.

The work under contract will consist of, but not limited to:

- Sidewalk repair and replacement
- Curb and gutter repair and replacement
- Driveway approach reconstruction
- Concrete headwall repairs
- ADA improvements and curb ramps

- Removal and replacement of damaged concrete improvements
- Related concrete maintenance and miscellaneous appurtenant work

The on-call contract will provide flexibility for staff to address maintenance issues as they arise without the need to bid individual small-scale projects separately. Services will be performed on a task-order basis, with work assigned according to the Town's operational needs or as directed by staff.

Staff anticipates the contract to be in effect for two years, with an option to extend the contract by three (3) more years, pending the availability of funds.

One (1) proposal from MD Concrete was received and opened on June 25, 2026, as follows:

**APPENDIX A
CONCRETE REPAIR AND MAINTENANCE FEE SCHEDULE**

ALL PRICES BASED ON
TEN YARDS OR MORE

Work Description		Unit	Unit Price*	
			NO REMOVAL	WITH REMOVAL
1	Construct 8" Curb & Gutter (Remove & Replace)	L.F.	\$ 85.00	\$ 125.00
2	Construct 6' Wide Sidewalk Per Std Drawing 220 (Remove & Replace)	S.F.	\$ 23.00	\$ 46.00
3	Construct ADA Curb Ramp Per Std Drawing 211 (Remove & Replace)	S.F.	\$ 30.00	\$ 46.00
4	Construct Residential Driveway Approach Per Std Drawing 211 (Remove & Replace)	S.F.	\$ 27.50	\$ 51.00
5	Construct Commercial Driveway Approach Per Std Drawing 213 (Remove & Replace)	S.F.	\$ 29.50	\$ 52.00
6	Construct Concrete Headwall Per Std Drawing 440 (Wing-Type)	S.F. C.Y.	144 \$ 3,600.00	\$ 5,200.00
7	Construct Concrete Headwall Per Std Drawing 441 (U-Type)	C.Y.	\$ TO BE DETERMINED BY SIZE AND ENGINEER	
8	Construct Drainage Structures	S.F.	BASED ON FILL AND DEMO MAY CHANGE PRICE \$ 65.00	

*Unit Price to include Mobilization, Erosion Control, Traffic Control, and Travel Time.

NEW CONSTRUCTION / NO DEMO

FLAT WORK 4" NO REBAR \$ 23.00 S.F.

FLAT WORK 6" NO REBAR \$ 24.50 S.F.

**FOUNDATIONS WITH 12"x 12" WITH
#4 REBAR 6" SLAB #4 REBAR 16" OC \$ 33.00 S.F.**

**ADDED HEAD WALL TO ANY PROJECT
12"x 3' DEEP \$ 97.00 L.F.**

The Town has reviewed the proposal package and confirmed that MD Concrete of Yucca Valley, California, is the lowest responsible and responsive bidder.

Alternatives

No alternatives are recommended.

Fiscal Impact:

The agreement establishes a not-to-exceed amount of \$200,000.00 for FY 2026/27 and \$200,000.00 for FY 2027/28 for the two (2) year contract for on-call concrete repairs and replacement maintenance services. The FY2026-2028 Adopted Budget allocates \$200,000.00 per year for concrete repair services from the Capital Project Reserve Fund 800.

Attachments

1. MD Concrete - Previous Work
2. MD Concrete - Resume
3. Proposal Submittal - RFP On-Call Concrete Repair - MD Concrete
4. Exhibit A - Capital Projects Reserve Fund 800























MD CONCRETE

Licensed Concrete Contractor • License #1123930

Yucca Valley, California

Phone: 760-288-1801

Email: Mickey9409@gmail.com

COMPANY SUMMARY

MD Concrete is a licensed, full-service concrete and site-preparation company based in Yucca Valley, California, with 25 years of experience. We specialize in excavation, grading, compaction, form setting, and concrete placement and finishing. With our own excavator, skid steer, compactors, and attachments (demo breaker, auger, street sweeper), we deliver complete projects from initial ground work to final finish—on grade, on time, and to plan.

CORE SERVICES

Excavation, Compaction & Site Preparation

CONCRETE FINISHING

Excavation for foundations, slabs, footings, driveways, sidewalks, and pads

Site grading and leveling for proper elevation and drainage

Subgrade preparation and soil compaction for long-lasting concrete

Concrete and hardscape demolition using a breaker attachment

Post-hole and footing drilling with auger

Jobsite and street cleanup with sweeper attachment

Formwork, Layout & Plans

Reading and interpreting construction plans and civil drawings

Layout and setting forms to correct grade, line, and elevation

Foundation formwork, curb and gutter forms, and custom formwork

Concrete Placement & Finishing

Concrete placement for foundations, curbs and gutters, driveways, sidewalks, and storm drain structures

Broom, trowel, and smooth finishes

Control joint layout, cutting, and detailing

Concrete repair and replacement

TYPICAL PROJECT TYPES

Residential and light commercial foundations

Curb and gutter

Driveways and approaches

Sidewalks and walkways

Storm drain inlets, channels, and related concrete structures

EQUIPMENT

Excavator

Skid steer with:

Demolition breaker

Auger

Street sweeper attachment

Compaction equipment (plate compactors/rollers as needed)

KEY STRENGTHS

25 years of hands-on concrete and site-prep experience

Licensed contractor (License #1123930)

Skilled in reading and building to plans and specifications

Accurate grading, compaction, and leveling in desert and hillside conditions

Start-to-finish capability: excavation through final concrete finish

Clean, organized jobsites and respect for neighboring properties

Reliable communication and scheduling with homeowners, contractors, and inspectors

REQUEST FOR PROPOSALS (RFP)

FOR

ON-CALL CONCRETE REPAIR AND MAINTENANCE SERVICES



**TOWN OF YUCCA VALLEY
57090 TWENTYNINE PALMS HWY
YUCCA VALLEY, CA 92284**

RELEASE DATE: JUNE 3, 2026

PROPOSAL DUE DATE: JUNE 25, 2026, 3:00 PM

SUBMITTALS OF PROPOSALS

One (1) written copy of the proposal, one (1) e-copy on a Flash Drive, and one (1) written copy of fee proposal shall be submitted in two (2) separate sealed envelopes:

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

Proposals shall be submitted to:

Brooke Dudra
Town Clerk
Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, CA 92284
bdudra@yucca-valley.org
760-369-6585, Ext 226

Proposals shall be submitted no later than **3:00 p.m. on Thursday, June 25, 2026**. Postmarks and late proposals will not be accepted. The envelopes' subject shall be **"REQUEST FOR PROPOSALS FOR ON-CALL CONCRETE REPAIR AND MAINTENANCE SERVICES"**.

SECTION I – Background & Introduction

Summary

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

To serve and promote welfare of its residents, the Town intends to procure the services, as described below.

On-Call Concrete Repair and Maintenance Services Townwide.

Background

The Town of Yucca Valley is a municipality located in San Bernardino County in the high desert region of Southern California. Incorporated in 1991, the Town serves a population of approximately 20,000 residents and functions as a gateway community to Joshua Tree National Park. Yucca Valley provides a range of municipal services, including public works, community development, and parks and recreation, and is committed to prioritizing community identity, economic vitality, and the enhancement of public infrastructure and aesthetics.

The Town operates under a council-manager form of government with a five-member Town Council elected at large. Each council member serves a four-year term. The Town Council meets on the first and third Tuesdays of the month at the Yucca Valley Community Center, 57090 Twentynine Palms Highway.

Contact Information

Alex Qishta, P.E.

Public Works Director

Email: aqishta@yucca-valley.org

Phone: (760) 369-6579

Tentative Project Timeline

RFP Issued	June 3, 2026
Pre-Proposal Meeting	June 16, 2026 (9:00 AM)
Proposal Due Date	June 25, 2026 (3:00 PM)
Proposals Review Period	June 26 – July 3, 2026
Anticipated Award Date	July 21, 2026

The Town reserves the right to waive or modify any of these deadlines prior to the opening of submitted proposals by a duly noticed addendum. Any proposal received after June 25, 2026, at 3:00 pm will be considered non-responsive and returned to the consultant.

Proposal Contact

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

SECTION II – Scope of Work

The Town of Yucca Valley is seeking qualified contractors to furnish and be solely responsible for all labor, materials, and equipment to perform on-call concrete repair and maintenance work throughout the Town.

The Contractor shall provide on-call concrete repair and replacement services throughout the Town of Yucca Valley on an as-needed, task order basis. Work shall include furnishing all labor, materials, equipment, traffic control, and incidentals necessary to remove, repair, and replace concrete improvements within the public right-of-way and Town facilities.

Typical work includes demolition and disposal of existing concrete, subgrade preparation, and installation of improvements such as sidewalks, curb and gutter, curb ramps, driveway approaches, headwalls, drainage structures, and related concrete work.

All repair work for curb, gutter, sidewalk, curb ramps, and related work shall use **4" thick Portland Cement Concrete Class "B" at 3000psi**. Headwalls, drainage structures, and other specialized concrete work shall use **Portland Cement Concrete Class "B" at 4000psi with Buckeye Fiber**.

The Contractor shall provide traffic control in accordance with the California MUTCD. Work will be authorized by written task orders defining scope, location, schedule, and compensation. The Contractor may be required to perform emergency repairs and shall restore all disturbed areas to equal or better condition upon completion.

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

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

General Work Requirements

- All work shall conform to the most recent version of the Standards for Public Works Construction and the Town of Yucca Valley Standards.
- Contractor shall possess a valid Class A or C8 Contractor's License.
- Prior to commencement of work, Contractor must obtain and maintain in effect during the term of this Agreement, a valid Town of Yucca Valley Business Registration Certificate.
- Contractor shall furnish all labor and materials to complete each necessary project.
- Contractor shall provide traffic control where necessary per MUTCD guidelines.
- Contractor shall keep the worksite clean and safe at all times.
- Contractor shall be responsible for the removal of all concrete, dirt, and debris generated by any project at the Contractor's expense.
- Contractor shall be responsible to repair any incidental damage caused to the Town's infrastructure.
- Contractor shall be responsible for preventing the general public from entering any work location.
- Any vandalism or disruption to work areas shall be corrected by the Contractor at their expense.
- Contractor shall provide all necessary personnel, instruments, equipment, and materials to perform the services described.

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

SECTION III – Proposal Requirements

Envelope One – Contractor Proposal (maximum 10 pages)

The technical proposal shall contain the following information:

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

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

- The names of the Contractor's staff to be assigned to this project, their proposed duties, and their relative experience. Any specialized experience of the firm and its personnel, relative to the required scope of services, should be mentioned here.
- A maximum of three (3) descriptions of similar projects recently performed by Contractor. References must be submitted for each project, including the name and telephone number of a current contact familiar with Contractor's performance on the identified project. References should be able to verify such things as, but not limited to, completion of a quality product, in a timely manner, and within budget constraints. The Town would prefer projects in which the proposed team members had direct participation.
- Provide two (2) client references within the past two (2) years, including contact name, firm or agency name, phone number, email and a brief summary of services provided. The Town is especially interested in references that can attest to the Contractor's performance and abilities in similar work, organizations, and scopes of services.
- Any requested modifications to the Town's standard Construction Agreement (see APPENDIX B), or a statement that there will be no exceptions.
- Full disclosure of other client relationships that could present possible conflicts of interest or affect the proposed project.
- Physical location of Contractor's office.

Envelope Two – Cost Proposal

A complete Standard Pricing Fee Schedule (to include all Labor, Equipment, Materials, and Disposal), in a Per Linear Foot/Square Foot/Cubic Yard cost for concrete installation.

SECTION IV – Selection Criteria

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

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

Of significance is the ability to commence work immediately and complete the services in a timely matter within the current workload of the Contractor.

The qualifications and experience of the company to be awarded the service contract.

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

Accessibility to Contractor's office with the primary responsibility of services.

Arrangements for compensation will be negotiated, if necessary, after the Contractor is selected. The Contractor shall enter into a formal agreement with the Town for the services to be rendered.

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

SECTION V – Additional Information

Indemnification:

Contractor shall indemnify, protect, defend and hold harmless the Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractor of Contractor.

Independent Contractor:

While engaged to carry out and comply with the terms and conditions of the duties outlined in this RFP, the Contractor is an independent contractor, and not an officer, agent, or employee of the Town of Yucca Valley. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Town of Yucca Valley. The Contractor shall pay all wages, salaries, and other

amounts due its employees in connection with the Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance, and all similar matters.

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

Term of Agreement:

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

Termination:

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

DISCLAIMER

This Request for Proposal does not commit the Town to award a contract, or to pay any costs incurred in the preparation of the proposal. The Town reserves the right to extend the due date for the proposal; to accept or reject any or all proposals received as a result of this request; to negotiate with any qualified Contractor; to cancel this Request for Proposal in part or in its entirety; and to procure alternate or additional services. The Town may require the selected Contractor to participate in negotiations and to submit such technical fees or other revisions of their proposals as may result from negotiations.

It is the responsibility of the Contractor and/or individual to inquire about any requirement of this RFP that is not understood. If responses to inquiries change or clarify the RFP in a substantial manner, the changes will be forwarded by addenda to all parties that have received a copy of the RFP. The Town will not be bound by oral or written responses to inquiries other than those made by addenda.

Inquiries about the RFP must be made to:

Alex Qishta, P.E.
Public Works Director
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284
(760) 369-6579 x304
aqishta@yucca-vallev.org

PROPOSER'S BID CERTIFICATION

To Whom It May Concern: I have carefully examined the Request for Proposal and any other documents accompanying or included to be part of this Request for Proposal. I hereby propose to perform the services as specified in this On-Call Concrete Repair and Maintenance Services Request for Proposal at the rates described in APPENDIX A. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized, as its act and deed, to submit this proposal on behalf of the firm and, if awarded the contract, that the firm is ready, willing, and able to perform. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; nor any officer, employee, or agent of the Town of Yucca Valley; nor any other proposer interested in said proposal; and that the undersigned executed this Proposer's Bid Certification with full knowledge and understanding of the matters therein contained. It is distinctly understood that the Town Council of Town of Yucca Valley reserves the right to reject any or all proposals.

Name of Firm: MD CONCRETE

Federal Tax ID: 710978078

DIR Number: 2000012977

Mailing Address: 8160 TAMARISK AVE

City, State, Zip Code : YUCCA VALLEY CA. 92284

Email: MICKEY9409@GMAIL.COM

Phone: 760-288-1801

Authorized Signature

and Date: **Mickey Dixon** 06/13/26

Name of
Representative: Mickey Dixon

ALL PRICE BASE ON

10 YARDS OR MORE

APPENDIX A
CONCRETE REPAIR AND MAINTENANCE FEE SCHEDULE

	Work Description	Unit	Unit Price*	
			NO REMOVAL	WITH REMOVAL
1	Construct 8" Curb & Gutter (Remove & Replace)	L.F.	\$ 85.00	125.00
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6	Construct Concrete Headwall Per Std Drawing 440 (Wing-Type)	S.F. C.Y.	144 \$ 3600	5200
7	Construct Concrete Headwall Per Std Drawing 441 (U-Type)	C.Y.	TO BE DETERMINE \$BY SIZE AND ENGINEER	
8	Construct Drainage Structures	S.F.	BASE ON FILL AND DEMO MAY CHANGE PRICE \$ 65.00	

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

NEW CONSTRUCTION/ NO DEMO

FLAT WORK 4" NO REBAR **\$23.00 S.F.**

FLAT WORK 6" NO REBAR **\$24.50 S.F**

FOUNDATIONS WITH 12"X12"
WITH #4 REBAR 6" SLAB #4 REBAR 16" OC **\$33 S.F.**

ADDED HEAD WALL TO ANY PROJECT
12"X3' DEEP **\$97.00 L.F.**

REFERENCES AND JOB HISTORY FOR YUCCA VALLEY

DAVID JOHNSON	760-401-2641	STREET SUPERVISOR
JOSEPH BOWERS	760-401-2641	PARK SUPERVISOR
DAVID SNYDER	760-974-6332	INSPECTOR
VICTOR LEDUA	760-369-6579 EXT.327	ENGINEERING TECHICIAN II

COMPLETED PROJECTS

DAVID JOHNSON	STORM DRAINS	JOSHUA LANE AND WARREN VISTA RONALD DR. AND DAVID DR. CASTRO RD/ AVILA RD. CURB AND GUTTER 6X8X16 590' 7340 FAIRWAY DR.
JOSEPH BOWERS	PARKS DEMO AND REPLACE SIDEWALKS COMMUNITY CENTER JACOBS PARK BOYS AND GIRL CLUB	

PICTURES WILL BE INCLUDED

**Town of Yucca Valley
FY 2026-28 Adopted Budget
Special Revenue Funds**

	2025-26		2026-27	2027-28
	Amended Budget	Projected Actual	Adopted Budget	Adopted Budget
800 - Capital Projects Reserve				
RECEIPTS				
State Grant Reimbursement	\$ -	\$ -	\$ -	\$ -
Cost Recovery	50,000	50,000	50,000	50,000
TOTAL RECEIPTS	50,000	50,000	50,000	50,000
CAPITAL OUTLAY				
Construction Projects	724,050	524,370	250,000	650,000
Capital Replacement	1,022,575	693,049	1,470,000	500,000
Vehicle & Equipment Replacement	626,424	626,424	200,000	200,000
Capital Maintenance	612,752	560,573	715,000	215,000
TOTAL CAPITAL OUTLAY	2,985,801	2,404,416	2,635,000	1,565,000
OPERATING TRANSFERS IN (OUT)				
Transfer IN (OUT)- Fund 001	500,000	500,000	-	-
Transfer IN (OUT)- Fund 001	9,500	9,500	10,000	11,000
Transfer IN (OUT)- Fund 001	2,000,000	2,000,000	-	-
Transfer IN (OUT)- Fund 572	(4,500,000)	(4,500,000)	-	-
Transfer IN (OUT)- Fund 574	(827,000)	(827,000)	-	-
Transfer IN (OUT)- Fund 801	-	-	-	-
	(2,817,500)	(2,817,500)	10,000	11,000
INCREASE (DECREASE) IN FUND BALANCE	(5,753,301)	(5,171,916)	(2,575,000)	(1,504,000)
Unassigned Cap Reserve Fund	9,763,144	9,763,144	3,221,371	953,693
Specialized Professional Services Reserve	52,322	52,322	52,322	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	1,000,000	1,000,000	2,500,000	2,500,000
Unspent Bond Proceeds-Sewer Design	159,587	159,587	146,368	131,368
Fleet Reserve	268,114	268,114	151,190	11,190
BEGINNING FUND BALANCE	11,243,167	11,243,167	6,071,251	3,646,251
Unassigned Cap Reserve Fund	2,544,089	3,221,371	803,693	31,015
Specialized Prof. Services Reserve	50,000	52,322	50,000	47,678
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	2,500,000	2,500,000	1,950,000
Unspent Bond Proceeds-Sewer Design	144,587	146,368	131,368	116,368
Fleet Reserve	251,190	151,190	11,190	(2,810)
ENDING FUND BALANCE	\$ 5,489,866	\$ 6,071,251	\$ 3,496,251	\$ 2,142,251
Construction Projects				
Project Detail				
Town Hall Redesign	249,620	249,620		
Public Buildings Design/Renov	100,000	100,000	250,000	-
Tri Valley Maintenance	173,495	173,495	-	650,000
Old Town Beautification	115,935	1,255		
Town Property - Utility Undergrounding	85,000	-		
	724,050	524,370	250,000	650,000
Capital Replacement Program				
Cap Projects- Contingency	200,000	56,164	100,000	100,000
ADA Improvements	-	-	50,000	50,000
Financial Software	100,000	100,000	450,000	-
Admin Services Masterplan Projects	110,000	110,000		
Community Center HVAC Replacement	165,000	95,161		
TriValley Shade Sail Replacement	200,000	186,150		
CC Masterplan - CEQA	27,575	25,575		
Open Spaces & Conservation Element Plan	120,000	120,000		
Airport Comprehensive Land Use Plan	-		320,000	
Old Town Specific Plan & Phase II Design	-		450,000	250,000
Town Property Acquisition	100,000	-	100,000	100,000
	1,022,575	693,049	1,470,000	500,000
Vehicle and Equipment Replacement				
Vehicle/Equipment Repl	626,424	626,424	200,000	200,000
Capital Maintenance Program	626,424	626,424	200,000	200,000
Public Works				
Berm Repairs	529,704	529,704	500,000	-
Concrete Repairs	68,048	17,650	200,000	200,000
Sewer Assessment Fees	15,000	13,219	15,000	15,000

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



To: Town Council

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

Date: July 14, 2026

Meeting Date: July 21, 2026

Subject:

Cooperative Agreement with San Bernardino County to Conduct Preventative Maintenance and Rehabilitation on Various Roads in the Yucca Valley Area.

Recommendation:

That the Town Council approves the Aberdeen Drive and Other Roads Agreement with San Bernardino County for pavement preventative maintenance and rehabilitation of roadway surfaces on various road projects in the Yucca Valley area in the amount not to exceed \$48,000.00 and \$5,000.00 contingency.

Prior Review:

There has been no prior review of this item.

Discussion:

San Bernardino County (County) has a road maintenance project in several locations just outside the Town of Yucca Valley's limits. The County desires to cooperate with the Town of Yucca Valley (Town) and jointly participate financially in the road maintenance project to apply a chip seal and/or overlay on the pavement of shared jurisdictional roads adjacent to the County's areas of work. The list of proposed roads is referenced in the Agreement's Exhibit A. The roads with the Town's participation are highlighted in yellow. The attached location map shows the County's project work areas. The Town's participation areas are indicated by the red stars.

The Project consists of pavement maintenance and rehabilitation work, including but not limited to, survey, California Environmental Quality Act compliance, patching, preparation work, crack seal, leveling course, chip seal, fog seal, construction, inspections, material testing, and County overhead. Two Town streets are included, Aberdeen Drive and Avalon Avenue, as identified in the aforementioned Exhibit A and location map.

It is anticipated that the County's share of project costs will be funded by County Senate Bill 1 Road Maintenance and Road Rehabilitation Account funds and the Town's share of project costs will be financed through its local funds. The total project cost is estimated to be \$3,217,000.00, with the County's share of project cost estimated to be \$3,169,000.00 and the Town's share of project cost estimated to be \$48,000.00 as referenced in Exhibit B. Town staff is recommending an additional \$5,000.00 as a contingency.

Alternatives

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

Fiscal Impact:

The FY2026-2028 Adopted Budget allocates \$250,000.00 annually from the Measure Y Fund 801 for annual street maintenance costs. The \$48,000.00 for the Town's share of project costs will be accommodated in this budget allocation.

Attachments

1. CON-PW-Trans Coop Agr with Town of Yucca Valley Aberdeen and Other Roads and Exhibits A & B
2. Location Map for SBC Road Maintenance & Repair Project
3. Funding Source-Measure Y Fund 801 Adopted Budget 7.21.26



Contract Number

SAP Number

Public Works

Department Contract Representative	Jeremy Johnson, P.E., Engineering Manager
Telephone Number	(909) 387-8165
Project	Aberdeen Drive and Other Roads
Contractor	Town of Yucca Valley
Contractor Representative	Curtis Yakimow – Town Manager
Telephone Number	(760) 369-7207
Contract Term	[Date] through December 31, 2028
Original Contract Amount	\$48,000
Amendment Amount	\$0
Total Contract Amount	\$48,000
Cost Center	6650002000 H15330

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (COUNTY) desires to conduct pavement preventative maintenance and rehabilitation on roadway surfaces on various roads in the Yucca Valley area.

WHEREAS, the COUNTY and the Town of Yucca Valley (TOWN) (COUNTY and TOWN are also each referred to herein as “Party” and collectively referred to herein as “Parties”) desire to cooperate and jointly participate in a project to apply a chip seal and/or overlay on the existing pavements of shared jurisdiction roads in the TOWN, see Exhibit “A” for the list of proposed roads, which is attached hereto and incorporated herein by this reference, (hereinafter referred to as “PROJECT”); and

WHEREAS, the PROJECT consists of pavement maintenance and rehabilitation work including but not limited to, survey, California Environmental Quality Act compliance, patching, preparation work, crack seal, leveling course, chip seal, fog seal, construction, inspection, material testing, and COUNTY overhead.

WHEREAS, California Streets and Highways Code sections 1685 and 1803 authorize TOWN to contract with COUNTY for the maintenance, construction, or repair of TOWN streets and roads, if the legislative body of TOWN determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and,

WHEREAS, the legislative body of TOWN determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads to contract with COUNTY for the PROJECT; and,

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be funded by COUNTY's Senate Bill 1 Road Maintenance and Road Rehabilitation Account funds; and the TOWN's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the total PROJECT cost is estimated to be \$3,217,000; and,

WHEREAS, COUNTY share of PROJECT cost is estimated to be \$3,169,000, and the TOWN's share of PROJECT cost is estimated to be \$48,000, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the above-described costs are proportioned based on the work to be performed in each Party's jurisdiction; and

WHEREAS, COUNTY and TOWN desire to set forth the responsibilities and obligations of each as they pertain to such participation, performance, and funding of the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency for the PROJECT, which will be performed by the County's Department Public Works Road Operations labor force, in the design, survey, California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 et seq.), construction, construction engineering, and inspection. Right-of-way activities are not anticipated for the PROJECTS and therefore are not included in this agreement.
- 1.2 Obtain a no-cost permit from the TOWN for work performed within the TOWN's right-of-way.
- 1.3 Provide adequate inspection of all items of work performed.
- 1.4 Pay its share of actual PROJECT costs. The actual PROJECT costs shall include, but is not limited to, the cost of PROJECT construction, supervision, inspection, material testing, CEQA compliance, and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$3,169,000.
- 1.5 Upon PROJECT completion, submit to the TOWN an invoice for actual PROJECT costs incurred in the TOWN jurisdiction.

2.0 TOWN AGREES TO:

- 2.1 Provide a qualified representative who shall have the authority to discuss and attempt to resolve issues concerning the PROJECT with the County.
- 2.2 Provide a no-cost permit to the COUNTY for its work in the TOWN's right-of-way.
- 2.3 Within thirty (30) days after receipt of the invoice from the COUNTY pursuant to paragraphs 1.4 and 1.5 above, pay to the COUNTY the invoiced amount, currently estimated to be \$48,000.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during COUNTY's performance of PROJECT work, before, during and after TOWN's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any and all work (including, but not limited to, maintenance) for the COUNTY maintained highways in the PROJECT limits that are within the COUNTY unincorporated area and for performing any and all work (including, but not limited to, maintenance) for TOWN streets in the PROJECT limits that are in the TOWN incorporated area.
- 3.2 COUNTY agrees to indemnify, defend and hold harmless the TOWN and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.

- 3.3 TOWN agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from TOWN's negligent acts or omissions which arise from TOWN's performance of its obligations under this Agreement.
- 3.4 In the event the COUNTY and/or the TOWN is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or TOWN shall indemnify the other to the extent of its comparative fault.
- 3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.2, 3.3 and 3.4.
- 3.6 COUNTY and TOWN are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and TOWN's performance of the terms, conditions or obligations of this Agreement.
- 3.7 The Parties acknowledge that actual PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs (including, but not limited to, additional PROJECT costs caused by change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by the COUNTY or TOWN, which is addressed in paragraph 3.8 below)) over the estimated total of the PROJECT's cost of \$3,217,000 (which is the sum of \$3,169,000 from COUNTY and \$48,000 from TOWN) shall be borne by each PARTY based upon where the work is required (i.e., whether the work is required in the COUNTY's or TOWN's jurisdiction) up to the amounts set forth in Section 1.4 and 2.3, respectively.
- 3.8 If either COUNTY or TOWN requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by both Parties pursuant to paragraph 3.11 will be paid solely by the agency requesting the work.
- 3.9 In the case wherein one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a PROJECT cost for which the COUNTY and TOWN will be responsible for funding for work located within their respective boundaries.
- 3.10 In the event that either Party intends to cancel this Agreement, said Party shall notify the other Party at a reasonable time prior to performance of PROJECT work to avoid any detrimental reliance by either Party.
- 3.11 In the event that change orders are required during the course of the PROJECT, said change orders must be delivered by fax or email and must be returned within two (2) days. The TOWN shall not unreasonably withhold approval of change orders. If a TOWN disapproved or modified change order is later found to be a cost of the PROJECT, then the TOWN shall be responsible for any costs, awards, judgments or settlements associated with the disapproved or modified change order.
- 3.12 This Agreement may be cancelled upon thirty (30) days advance written notice of either Party. In the event of cancellation as provided herein, all PROJECT expenses occurred prior to the effective date of cancellation/termination shall be paid by the Parties in the same proportion to their contribution for the PROJECT. The Parties recognize and agree that the provisions governing utility relocation/coordination and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.13 Except as provided in paragraphs 3.12 and 3.21 and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the TOWN for its share of the PROJECT costs pursuant to paragraph 2.3
- 3.14 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement,

- modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.15 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between TOWN and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.16 Time is of the essence for each and every provision of this Agreement.
- 3.17 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.18 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.19 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.20 This Agreement may be signed in counterparts, each of which shall constitute an original, and may be signed and transmitted with electronic signatures which shall be binding on the Party.
- 3.21 This Agreement will be effective on the date signed and approved by both Parties and shall terminate upon satisfaction of the terms identified in paragraph 3.13 or December 31, 2028, whichever occurs first.
- 3.22 The Recitals are incorporated into the body of this Agreement.

SIGNATURES OF THE FOLLOWING PAGE

THIS AGREEMENT shall insure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

TOWN OF Yucca Valley

By ►

(Authorized signature - sign in blue ink)

Curtis Yakimow

Name _____
(Print or type name of person signing contract)

Title Town Manager
(Print or Type)

Dated: _____

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

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Andy Silao, P.E., Engineering Manager

Date _____

Reviewed/Approved by Department

►

Brendon Biggs, Director

Date _____

EXHIBIT A

FOR SAN BERNARDINO COUNTY/TOWN OF YUCCA VALLEY ABERDEEN AND OTHER ROADS PROJECT IN THE YUCCA VALLEY AREA

Road Name	Roadbook Limits	County	Town	Total	Scope of Work
ABERDEEN DRIVE	.34M NE,SH 247 E/WARREN VISTA RD	1.32	0.26	1.58	Prep + Chip Seal + Fog Seal
ABERDEEN DRIVE	WARREN VISTA AVE E/CENTER AVE	6.48	0.00	6.48	Leveling Course + Chip Seal + Fog Seal
ABERDEEN DRIVE	SH247 NE/0.34M	0.00	0.34	0.34	Leveling Course + Chip Seal + Fog Seal
ALTA AVENUE	SUN MESA DR N/SUNFLOWER DR	0.25	0.00	0.25	Leveling Course + Chip Seal + Fog Seal
ANITA AVENUE	.13M N,BUENA VISTA DR N/SUNWAY DR	0.62	0.00	0.62	Leveling Course + Chip Seal + Fog Seal
AVALON AVENUE	.03MN,BUENA VTA DR N/.25MN,BUENA VTA	0.17	0.05	0.22	Leveling Course + Chip Seal + Fog Seal
AVALON AVENUE	.25MN,BUENA VTA DR N/.04M N,DEL MAR	1.43	0.00	1.43	Leveling Course + Chip Seal + Fog Seal
AVALON AVENUE	.04M N,DEL MAR ST N/ABERDEEN DR	0.32	0.00	0.32	Prep + Chip Seal + Fog Seal
BALSA AVENUE	.04M S,CANTERBURY ST N/BELMONT ST	0.47	0.00	0.47	Leveling Course + Chip Seal + Fog Seal
BELMONT STREET	RUIDOSA AVE E/.05M E,BALSA AVE	0.52	0.00	0.52	Leveling Course + Chip Seal + Fog Seal
BONITA AVENUE	.13M N,BUENA VISTA DR N/MESA DR	0.87	0.00	0.87	Leveling Course + Chip Seal + Fog Seal
BURNS CANYON ROAD	.88M W,RIMROCK RD E/RIMROCK RD	0.88	0.00	0.88	Prep + Chip Seal + Fog Seal
CALIENTE STREET	.03M NW,BALSA AVE SE/BALSA AVE	0.03	0.00	0.03	Leveling Course + Chip Seal + Fog Seal
CALIENTE STREET	HANFORD AVE E/PRESCOTT AVE	0.2	0.00	0.2	Prep + Chip Seal + Fog Seal
CAMARILLA AVENUE	.03M N,BUENA VISTA DR N/SUNFLOWER DR	0.47	0.00	0.47	Patch+Leveling Course + Chip Seal + Fog Seal
CAMPANULA STREET	RUIDOSA AVE E/SURREY AVE	0.31	0.00	0.31	Leveling Course + Chip Seal + Fog Seal
CAMPANULA STREET	BALSA AVE E .04M	0.04	0.00	0.04	Leveling Course + Chip Seal + Fog Seal
CAMPANULA STREET	.04M W,HANFORD AVE E/AVALON AVE	0.45	0.00	0.45	Leveling Course + Chip Seal + Fog Seal
CANTERBURY STREET	WARREN VISTA AVE E/BALSA AVE	0.53	0.00	0.53	Leveling Course + Chip Seal + Fog Seal
CANTERBURY STREET	BALSA AVE E/.05M W,LENNOX AVE	0.1	0.00	0.1	Prep + Chip Seal + Fog Seal
CANTERBURY STREET	.05M W,LENNOX AVE E/AVALON AVE	0.39	0.00	0.39	Prep + Chip Seal + Fog Seal

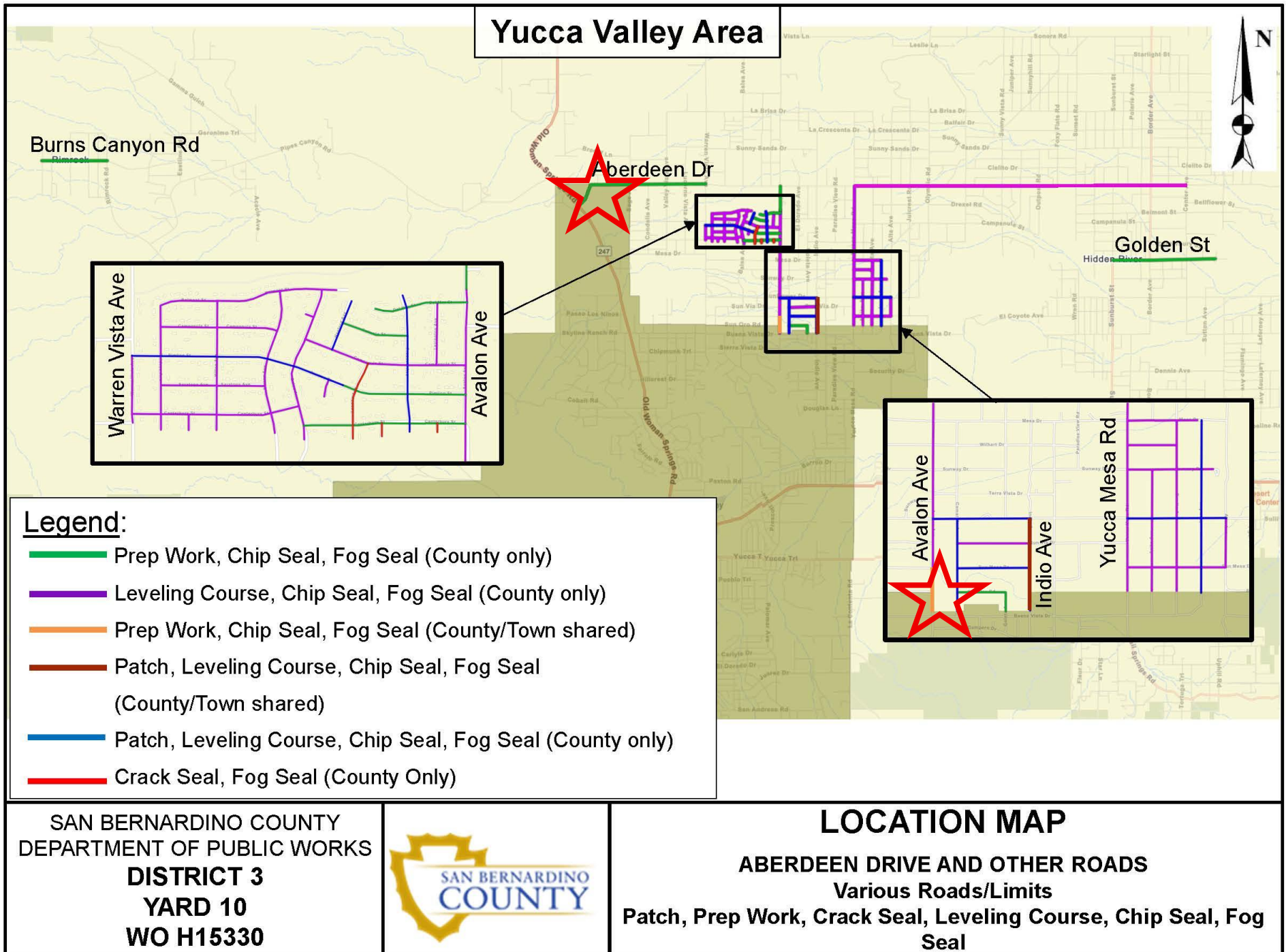
DEL MAR STREET	.10M W,PRESCOTT AVE E/AVALON AVE	0.28	0.00	0.28	Prep + Chip Seal + Fog Seal
GOLDEN STREET	SUNBURST AVE E/BORDER AVE	0.51	0.00	0.51	Prep + Chip Seal + Fog Seal
GOLDEN STREET	BORDER AVE E/DEWEY AVE	0.89	0.00	0.89	Prep + Chip Seal + Fog Seal
GOLETA AVENUE	.03M N,BUENA VISTA DR N/SUN ORO DR	0.1	0.00	0.1	Prep + Chip Seal + Fog Seal
HANFORD AVENUE	.06M S,PIMLICO ST N/PIMLICO ST	0.06	0.00	0.06	Leveling Course + Chip Seal + Fog Seal
HANFORD AVENUE	CAMPANULA ST N/.07M N,CALIENTE ST	0.15	0.00	0.15	Patch+Leveling Course + Chip Seal + Fog Seal
HILTON AVENUE	.05M S,CANTERBURY ST N/BELMONT ST	0.38	0.00	0.38	Leveling Course + Chip Seal + Fog Seal
INDIO AVENUE	.03M N,BUENA VISTA DR N/SUNFLOWER DR	0.42	0.00	0.42	Patch+Leveling Course + Chip Seal + Fog Seal
INEZ AVENUE	.13M S,SUN MESA DR N/MESA DR	0.87	0.00	0.87	Patch+Leveling Course + Chip Seal + Fog Seal
LA CONTENTA ROAD	.50M N,YUCCA TR N/29 PALMS HWY-SH62	0.25	0.00	0.25	Crack Seal+Fog Seal
LA HABRA AVENUE	0004M S,CANTERBURY ST N/CANTERBURY	0.04	0.00	0.04	Crack Seal+Fog Seal
LENNOX AVENUE	0004M S,CANTERBURY N/CAMPANULA ST	0.22	0.00	0.22	Crack Seal+Fog Seal
LEXINGTON AVENUE	0003M S,CANTERBURY ST N/CANTERBURY	0.03	0.00	0.03	Crack Seal+Fog Seal
LEXINGTON AVENUE	CAMPANULA ST N/DEL MAR STREET	0.19	0.00	0.19	Leveling Course + Chip Seal + Fog Seal
MANCHESTER AVENUE	END N/CANTERBURY ST	0.05	0.00	0.05	Leveling Course + Chip Seal + Fog Seal
MESA DRIVE	YUCCA MESA RD E/.06M E,INEZ AVE	0.44	0.00	0.44	Leveling Course + Chip Seal + Fog Seal
PIMLICO STREET	WARREN VISTA AVE E/0004M W,LENNOX	0.65	0.00	0.65	Patch+Leveling Course + Chip Seal + Fog Seal
PIMLICO STREET	0004M W,LENNOX AVE E/AVALON AVE	0.38	0.00	0.38	Prep + Chip Seal + Fog Seal
PRESCOTT AVENUE	0004M S,CANTERBURY N/0004M N,DEL MAR	0.42	0.00	0.42	Patch+Leveling Course + Chip Seal + Fog Seal
RUIDOSA AVENUE	0005M S,CANTERBURY ST N/BELMONT ST	0.36	0.00	0.36	Leveling Course + Chip Seal + Fog Seal
SARATOGA STREET	RUIDOSA AVE E/SURREY AVE	0.31	0.00	0.31	Leveling Course + Chip Seal + Fog Seal
SUNFLOWER DRIVE	AVALON E/INDIO	0.5	0.00	0.5	Patch+Leveling Course + Chip Seal + Fog Seal
SUNFLOWER DRIVE	YUCCA MESA RD E/ALTA AVE	0.51	0.00	0.51	Patch+Leveling Course + Chip Seal + Fog Seal
SUN MESA DRIVE	CAMARILLA AVE E/INDIO AVE	0.38	0.00	0.38	Patch+Leveling Course + Chip Seal + Fog Seal
SUN MESA DRIVE	YUCCA MESA RD E/ALTA AVE	0.5	0.00	0.5	Leveling Course + Chip Seal + Fog Seal
SUN ORO ROAD	CAMARILLA E/GOLETA	0.25	0.00	0.25	Prep + Chip Seal + Fog Seal

SUN VIA DRIVE	CAMARILLA AVE E/INDIO AVE	0.38	0.00	0.38	Leveling Course + Chip Seal + Fog Seal
SUNWAY DRIVE	YUCCA MESA RD E/.06M E,INEZ AVE	0.44	0.00	0.44	Leveling Course + Chip Seal + Fog Seal
SURREY AVENUE	.06M S,CANTERBURY ST N/BELMONT ST	0.45	0.00	0.45	Leveling Course + Chip Seal + Fog Seal
WARREN VISTA AVENUE	0005M S,CANTERBURY N/0023M N,PIMLICO	0.4	0.00	0.4	Leveling Course + Chip Seal + Fog Seal
WILHART DRIVE	YUCCA MESA RD E/BONITA AVE	0.25	0.00	0.25	Leveling Course + Chip Seal + Fog Seal
YUCCA MESA ROAD	.13M N,BUENA VISTA DR N/ABERDEEN DR	1.87	0.00	1.87	Leveling Course + Chip Seal + Fog Seal
Total		28.78	0.65	29.43	

Exhibit B

**ESTIMATE OF PROJECT COSTS
FOR SAN BERNARDINO COUNTY/TOWN OF YUCCA VALLEY
CHIP SEAL PROJECT IN THE YUCCA VALLEY AREA**

Description	Town Share	County Share	Total
Pavement Preventative Maintenance	\$48,000	\$3,169,000	\$3,217,000
Project Total	\$48,000	\$3,169,000	\$3,217,000



**Town of Yucca Valley
FY 2026-28 Proposed Budget
Special Revenue Funds**

801-Town Essential Services	2025-26		2026-27	2027-28
	Amended Budget	Projected Actual	Adopted Budget	Adopted Budget
RECEIPTS				
Sales Tax	2,750,000	2,615,000	\$ 2,750,000	\$ 2,750,000
Interest Income	20,000	20,000	20,000	20,000
TOTAL RECEIPTS	2,770,000	2,635,000	2,770,000	2,770,000
EXPENDITURES				
Indirect Cost Recovery	103,500	130,750	103,500	103,500
Measure Communication Services	30,000	30,000	30,000	30,000
Sales Tax Admin Costs	4,000	4,000	4,000	4,000
TOTAL EXPENDITURES	137,500	164,750	137,500	137,500
CAPITAL OUTLAY				
Work in Progress	3,933,841	2,453,841	3,298,298	2,667,630
TOTAL CAPITAL OUTLAY	3,933,841	2,453,841	3,298,298	2,667,630
OPERATING TRANSFERS IN (OUT)				
Transfer In (Out) - Fund 574	(360,000)	(360,000)	-	-
Transfer In (Out) - Fund 572	(1,500,000)	(1,500,000)	-	-
	(1,860,000)	(1,860,000)	-	-
INCREASE (DECREASE) IN FUND BALANCE	(3,161,341)	(1,843,591)	(665,798)	(35,130)
BEGINNING FUND BALANCE	3,428,611	3,428,611	1,585,020	919,222
ENDING FUND BALANCE	\$ 267,270	\$ 1,585,020	\$ 919,222	\$ 884,092
Work in Progress Detail				
Maintenance of Existing Essential Public Safety	1,074,244	1,074,244	1,398,298	1,562,630
Slurry Seal	1,250,000	-	250,000	250,000
Crack Sealing	250,000	250,000	255,000	
Hwy 62 Sage to Airway Widening (Match)				
Emergency Dirt Road Maintenance	100,000			
Infrastructure Contingency	100,000	-	100,000	100,000
Town Recreation and Park Improvements	-	20,000	20,000	20,000
Infrastructure Projects	1,700,000	270,000	625,000	370,000
Expanded Senior Programming	150,000	150,000	225,000	235,000
Senior Center Improvements (w/ Parking Lot)	98,622	98,622	-	-
Community Non-Profit Partnerships	100,000	100,000	150,000	150,000
Homelessness Program	100,000	50,000	250,000	275,000
Museum Improvements	160,000	160,000	-	-
QOL - Vector Control Services	70,000	70,000	75,000	75,000
Brehm Park Improvements/Turf Project			500,000	-
SR 62 Beautification - Monument Signs	435,000	435,000		
CA Welcome Center Floor Maintenance	-	-	75,000	-
Community-Wide QOL Program - CC Athletics Masterplan	45,975	45,975		
	3,933,841	2,453,841	3,298,298	2,667,630

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



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: July 14, 2026

Meeting Date: July 21, 2026

Subject: Treasurer's Report for the Quarter Ending June 30, 2026

Recommendation:

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

Prior Review:

None.

Discussion:

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

Alternatives

None.

Fiscal Impact:

None.

Attachments

1. Treasurers Report June 30, 2026

**Town of Yucca Valley
Treasurer's Report
As of June 30, 2026**

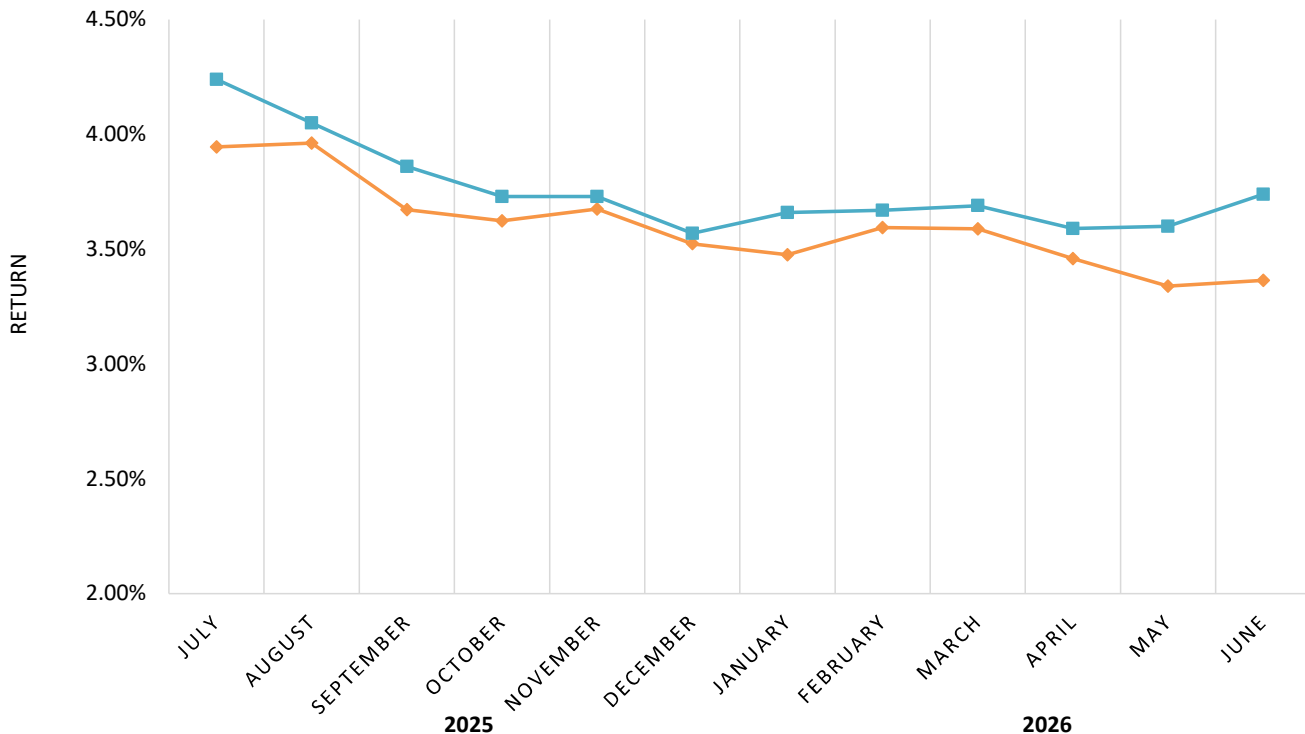
Institution/Investment	Market Value	Percent of Portfolio	Yield	Maturity Date
Banc of California -Checking Acct	\$ 5,896,436	13.07%	0.00%	Liquid
Local Agency Investment Fund (LAIF)	9,726,155	21.56%	3.82%	Liquid
Banc of California -Successor Agency	337,246	0.75%	0.00%	Liquid
Banc of California - Money Market Account	13,902,368	30.81%	3.93%	Liquid
Chandler Asset Mgmt Portfolio	11,550,261	25.60%	4.15%	Liquid to 6/30/28
Chandler Asset Mgmt Portfolio - D/S	3,701,475	8.20%	3.27%	12/31/2026
Petty Cash	3,390	0.01%	0.00%	Liquid
Total Cash & Investments	\$ 45,117,330	100.00%	3.36%	

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


Jordan Gumbish
Finance Manager

INVESTMENT PORTFOLIO PERFORMANCE

— Portfolio Return — 90 Day T-Bill



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



To: Town Council

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

Date: July 14, 2026

Meeting Date: July 21, 2026

Subject:

Hi-Desert Nature Museum Re-Plumbing Project – Town Project No. 8067

Recommendation:

1. Approve the award of a construction contract with Haus ADU LLC., in the amount of \$36,320.00 for the Hi-Desert Nature Museum Replumbing Project, and a construction contingency of \$8,680;
2. Authorize construction, construction contingencies, and inspection costs in the total amount of \$50,000.00; and
3. Authorize the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend contingency funds, if necessary, for project completion.

Prior Review:

On June 2, 2026, the Town Council:

1. Amended the FY 25/26 Budget to allocate \$60,000 from the Special Revenue Funds Measure Y Fund 801 for the Hi-Desert Nature Museum Re-Plumbing Project, Town Project No. 8067.
2. Waived formal bidding procedures pursuant to Town purchasing policies and approved the informal bid specification for the Hi-Desert Nature Museum Re-Plumbing Project, Town Project No. 8067.

Discussion:

The Hi-Desert Nature Museum re-plumbing project consists of replacing existing corroded galvanized pipes with copper plumbing. The existing galvanized piping at the museum has reached the end of its service life and is showing significant signs of internal corrosion. This condition restricts water flow, reduces pressure, and creates ongoing risks of leaks and pipe

failures. In a facility dedicated to preserving exhibits and serving the public, the potential for water damage or service disruption presents a major concern. Replacing the corroded galvanized system with copper plumbing will provide the Town with a durable and dependable solution.

The Town Council approved and waived formal bidding procedures pursuant to Town purchasing policies. The project specifications were prepared and advertised on the Town's website and staff sent the specifications to various qualified contractors.

Sealed bids were received and opened on June 30, 2026. The Town receive three (3) bids as follows:

Bidder	City	Base Bid
Haus ADU LLC	Orangevale, CA	\$36,320.00
Preferred General Services	Apple Valley, CA	\$56,452.33
Shipley Construction & Plumbing	Yucca Valley, CA	\$73,146.00

The Town has reviewed the bid packages and confirmed that Haus ADU LLC of Orangevale, California, is the lowest responsible and responsive bidder, with a total bid amount of \$36,320.00. If awarded by the Mayor and Town Council, construction work is anticipated to begin on September 14, 2026, and is estimated to be complete by October 4, 2026.

The Hi-Desert Nature Museum hosts educational programs, exhibits, special events, and community activities throughout the year, resulting in consistent public use of the facility. The one-month construction window coincides with the planned closure of the Museum, which will provide the contractor with greater access to the facility while avoiding impacts on the Museum's programs, staff, and the public.

Alternatives

Staff recommend no alternative actions.

Fiscal Impact:

The amended FY 25/26 budget allocates \$60,000 from Measure Y Fund 801 for the Hi-Desert Nature Museum Re-Plumbing Project, Town Project No. 8067.

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

Construction Bid Amount	\$36,320.00
Construction Contingency	\$8,680.00
Inspections	\$5,000.00
Total Project Cost	\$50,000.00

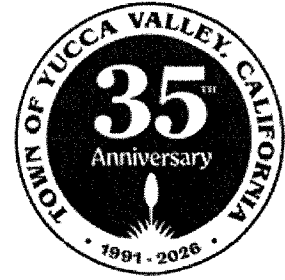
Attachments

1. Bid Log Sheet - Museum Replumbing
2. Haus ADU LLC - Museum Replumbing

3. Preferred Gen Service - Museum Replumbing
4. Shipley Const - Museum Replumbing
5. Fund 801

TOWN OF YUCCA VALLEY BID OPENING LOG SHEET

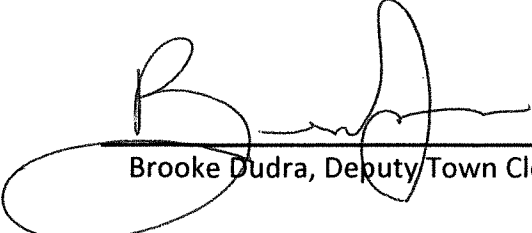
BID OPENING DATE: June 30, 2026 @ 2:00pm



PROJECT DESCRIPTION:

Hi-Desert Nature Museum Re-Plumbing Project

	Bidder's Name	Bid Bond 10%	Bid Amount
1	Haus ADU LLC Orange Valley, CA		\$ 34,320.00
2	Apple Valley, CA Preferred General Services		\$ 56,452.33
3	Yucca Valley Shipley Construction & Plumbing		\$ 123,000.00
4			
5			
6			
7			
8			
9			
10			



 Brooke Dudra, Deputy Town Clerk

RECEIVED
JUN 30 2026
TOWN CLERK
TOWN OF YUCCA VALLEY

BIDDING FORM

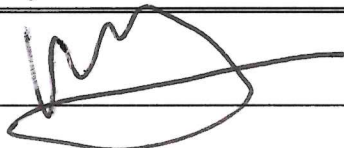
HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT

PROJECT NO. 8067

Name of Bidder HAUS ADU LLC, A CALIFORNIA LLC, CSLB NO: 1153817

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for. The bids will be awarded on Base Bid.

BID SCHEDULE HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT NO. 8067					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AMOUNT	SUBTOTAL
1	Remove and replace existing galvanized piping per specifications	LS	1	\$24,560.00	\$24,560.00
2	Remove and replace drywall, tile, and wall backing per specifications	LS	1	\$11,760.00	\$11,760.00
GRAND TOTAL BASE BID ITEMS (In Figures)				\$36,320.00	
GRAND TOTAL BASE BID ITEMS (In Words)				Thirty-six thousand three hundred twenty and zero cents	

Signature: 

Title: MANAGING MEMBER

Print Name: VALENTIN RAZUMOVSKY

BUSINESS ADDRESS

9200 ORANGEVALE AVE

ORANGEVALE, CA 95662

PHONE: 916-407-5550

E-MAIL: HAUSADU@GMAIL.COM

DIR NUMBER: 2000026994

DATED: 06/22/2026

NOTE:

If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, provide full names of all partners or joint venturers.

BIDDING FORM

HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT

PROJECT NO. 8067

Name of Bidder Preferred General Services

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for. The bids will be awarded on Base Bid.

BID SCHEDULE HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT NO. 8067					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AMOUNT	SUBTOTAL
1	Remove and replace existing galvanized piping per specifications	LS	1	26,500.30	26,500.30
2	Remove and replace drywall, tile, and wall backing per specifications	LS	1	29,952.03	29,952.03
GRAND TOTAL BASE BID ITEMS (In Figures) 56,452.33					
GRAND TOTAL BASE BID ITEMS (In Words) Fifty-six thousand four hundred fifty-two dollars and thirty-three cents					

Signature: _____

Project Manager
Title: _____

Michael Witthans
Print Name: _____

BUSINESS ADDRESS

19622 Shoshonee Rd.

Apple Valley CA. 92307

760-240-3236 Cell 442-243-0874
PHONE:

michaelw.pgs@outlook.com
E-MAIL:

1001086119
DIR NUMBER:

DATED: 06-29-2026

NOTE:

If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, provide full names of all partners or joint venturers.

BIDDING FORM

HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT

PROJECT NO. 8067

Name of Bidder Shipley Construction And Plumbing

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for. The bids will be awarded on Base Bid.

BID SCHEDULE HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT NO. 8067					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	AMOUNT	SUBTOTAL
1	Remove and replace existing galvanized piping per specifications	LS	1	75,000-	75,000
2	Remove and replace drywall, tile, and wall backing per specifications	LS	1	48,000-	48,000
GRAND TOTAL BASE BID ITEMS (In Figures)				123,000 ⁰⁰	
GRAND TOTAL BASE BID ITEMS (In Words)				one Hundred twenty three thousand Dollars 00/-	

Signature: Ross Shipley

Title: owner

Print Name: Ross Shipley

BUSINESS ADDRESS

5075 Redding

Yucca Valley CA 92284

PHONE: 760-401-4057

E-MAIL: ShipleyRK@GMAIL.COM

DIR NUMBER: 2000013271

DATED: 6-30-26

NOTE:

If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, provide full names of all partners or joint venturers.

**TOWN OF YUCCA VALLEY
PUBLIC WORKS DEPARTMENT**

**HI-DESERT NATURE MUSEUM RE-PLUMBING PROJECT
TOWN PROJECT NO. 8067**

ADDENDUM NO. 1

Date: June 23, 2026

To: All Prospective Bidders

ADDENDUM NO. 1

This addendum shall be considered part of the Plans, Specifications, and Contract Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

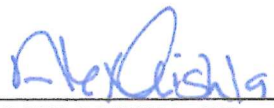
Changes to the RFP Documents

1. Update to Proposal Due Date (Pg.2)
 - a. **Changed** bid closing date from June 26, 2026 to June 30, 2026.

“Sealed bids must be submitted to the Town Clerk’s office at 57090 29 Palms Highway no later than **June 30, 2026 at 2:00 pm**. Any bid received after the proposal due date and time will be deemed non-responsive and will not be considered.”

END OF ADDENDUM NO. 1

Town of Yucca Valley
Public Works Department
Engineering Division



ALEX QISHTA, PE
Public Works Director

Acknowledgement of Receipt
ADDENDUM NO. 1



Signature of Bidder

**Town of Yucca Valley
FY 2026-28 Adopted Budget
Special Revenue Funds**

801-Town Essential Services	2025-26		2026-27	2027-28
	Amended Budget	Projected Actual	Adopted Budget	Adopted Budget
RECEIPTS				
Sales Tax	2,750,000	2,615,000	\$ 2,750,000	\$ 2,750,000
Interest Income	20,000	20,000	20,000	20,000
TOTAL RECEIPTS	2,770,000	2,635,000	2,770,000	2,770,000
EXPENDITURES				
Indirect Cost Recovery	103,500	130,750	103,500	103,500
Measure Communication Services	30,000	30,000	30,000	30,000
Sales Tax Admin Costs	4,000	4,000	4,000	4,000
TOTAL EXPENDITURES	137,500	164,750	137,500	137,500
CAPITAL OUTLAY				
Work in Progress	3,933,841	2,453,841	3,298,298	2,667,630
TOTAL CAPITAL OUTLAY	3,933,841	2,453,841	3,298,298	2,667,630
OPERATING TRANSFERS IN (OUT)				
Transfer In (Out) - Fund 574	(360,000)	(360,000)	-	-
Transfer In (Out) - Fund 572	(1,500,000)	(1,500,000)	-	-
	(1,860,000)	(1,860,000)	-	-
INCREASE (DECREASE) IN FUND BALANCE	(3,161,341)	(1,843,591)	(665,798)	(35,130)
BEGINNING FUND BALANCE	3,428,611	3,428,611	1,585,020	919,222
ENDING FUND BALANCE	\$ 267,270	\$ 1,585,020	\$ 919,222	\$ 884,092
Work in Progress Detail				
Maintenance of Existing Essential Public Safety	1,074,244	1,074,244	1,398,298	1,562,630
Slurry Seal	1,250,000	-	250,000	250,000
Crack Sealing	250,000	250,000	255,000	
Hwy 62 Sage to Airway Widening (Match)				
Emergency Dirt Road Maintenance	100,000			
Infrastructure Contingency	100,000	-	100,000	100,000
Town Recreation and Park Improvements	-	20,000	20,000	20,000
Infrastructure Projects	1,700,000	270,000	625,000	370,000
Expanded Senior Programming	150,000	150,000	225,000	235,000
Senior Center Improvements (w/ Parking Lot)	98,622	98,622	-	-
Community Non-Profit Partnerships	100,000	100,000	150,000	150,000
Homelessness Program	100,000	50,000	250,000	275,000
Museum Improvements	160,000	160,000	-	-
QOL - Vector Control Services	70,000	70,000	75,000	75,000
Brehm Park Improvements/Turf Project			500,000	-
SR 62 Beautification - Monument Signs	435,000	435,000		
CA Welcome Center Floor Maintenance	-	-	75,000	-
Community-Wide QOL Program - CC Athletics Masterplan	45,975	45,975		
	3,933,841	2,453,841	3,298,298	2,667,630

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



To: Town Council

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

Date: July 14, 2026

Meeting Date: July 21, 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

N/A

Fiscal Impact:

N/A

Attachments

1. Quarterly Update 8 R1



QUARTERLY UPDATE

REPORT #8

JUNE 2026

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 18, 2025 after the successful completion of the 90-day contract administration phase.

Key Milestones Achieved

From April through June, construction continued despite delays related to the natatorium deck slope, which may extend project completion. Site work included concrete placement for the north parking lot, grading on the west side, installation of GFRC panels, erection of the northeast parking lot canopy, storefront and glazing installation, and completion of the brown and color coat on the east elevation.

Interior work included completion of the ceiling grid and framing. Rough-in for electrical, HVAC, lighting, data, and fire alarm systems is ongoing. Restroom wall tile installation was completed, and casework was installed throughout the building.

Upcoming Activities

In the coming months, construction activities will include placement of the remaining concrete paving and flatwork along the west, south, and east sides of the project, completion of the natatorium deck pours, installation of flooring throughout all building areas, continued installation of the GFRC panels, installation of the site irrigation system, and filling of the pools.

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:

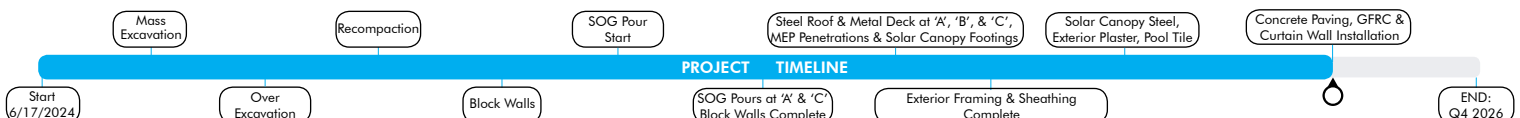
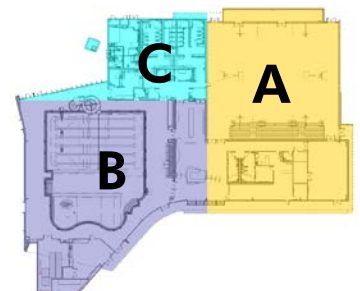
DAHLIN
505 Technology Dr. Suite 200
Irvine, CA 92618
Phone: (949) 250-4680

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





Concrete Paving North Parking Lot



GFRG Install On South Elevation



Natatorium Soffit Framing



Storefront Install In Lobby



Wall Tile Install In Lobby



Wall Tile Install Men's Locker Room

PROJECT STATUS

This month marked the completion of several major project milestones, including installation of the exterior curtain walls, interior storefronts, and structural steel for the solar canopy in the north parking lot. Installation of the GFRC panels is also well underway. The next major phase will focus on completing interior finishes, the remaining concrete paving, continued GFRC installation, and the pool deck pours.

1. CONTRACT COST STATUS

Progress Payment

- Payment #23 has been processed
- Percent Paid through June: 81%

Contract Amount

- Contract Amount: \$39,553,000
- Progress Payments to Date: \$32,316,107.28
- Contract Changes In Review: 5
- Approved Contract Changes: 56
- Approved Allowance Changes: 9

2. CONSTRUCTION SCHEDULE

Combined Phase 1 & 2 Duration

- Total Duration: 825 Calendar Days
- Remaining Duration: 78 Calendar Days
- Percent of Schedule Elapsed: 89%

Baseline Schedule

- The baseline schedule was updated in April and continues to be closely monitored through weekly and monthly site progress reviews. Upcoming activities include pour pool deck, Paddock drain install, concrete paving, GFRC install.

3. RFI AND SUBMITTAL STATUS

RFI's (Requests for Information)

- Received: 323
- Accepted: 313
- In Review: 3

Submittals

- Received: 299
- Accepted: 286
- Rejected (to be revised): 5
- In Review: 8

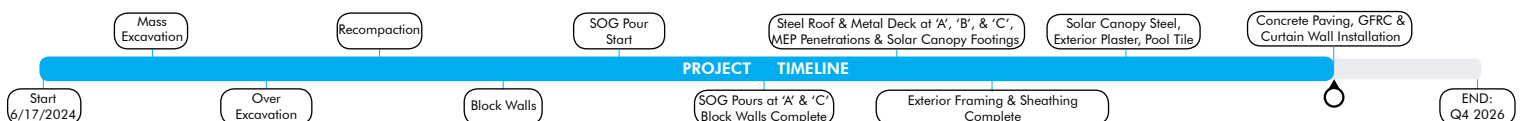
4. CONSTRUCTION PROGRESS

Items Completed and In-Progress

- Steel erection of North parking log solar canopy
- Exterior GFRC install
- Section 'C' restroom wall tile install
- Section 'A' Casework install

Next 60 Days

- Install Paddock Drain System
- Exterior Concrete Paving
- Pool Deck Pour
- Exterior Installation of GFRC panels



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



To: Town Council

From: Frank Luckino, Deputy Town Manager

Date: July 15, 2026

Meeting Date: July 21, 2026

Subject: Tripepi Smith Communication Services - Professional Services Agreement

Recommendation:

Approve a multi-year professional services agreement with Tripepi Smith for general and special communication services through June 30, 2028 for \$8,550 monthly retainer AND authorize the Town Manager to negotiate and execute a professional services agreement for the same.

Prior Review:

Since October 2021, the Town of Yucca Valley has retained Tripepi Smith to provide strategic communications services and additional public information support to address the Town's evolving communication needs.

The Town Council approved the initial Professional Services Agreement with Tripepi Smith at its September 7, 2021 meeting and renewed the agreement on October 4, 2022.

Subsequently, the Town Council approved a multi-year Professional Services Agreement at its September 5, 2023 meeting with Tripepi Smith to provide general and specialized communications services through June 30, 2026.

Discussion:

The Town of Yucca Valley regularly engages the public in a variety of public information outreach including local and regional distribution of press releases, social media activity, agency website presence, e-newsletter distribution, and the occasional printed mailer. Since October 2021, the Town of Yucca Valley has engaged Tripepi Smith to assist with communication strategies and additional support to address the Town's needs.

For the past year, the Tripepi Smith team has acted as an extension to staff in developing a communication plan, creating an enhanced social media presence, dissemination of timely information in the form of news articles, press releases, website updates and e-newsletters.

The team was instrumental in assisting with crisis communications during Hurricane Hilary, helping the Town provide timely and accurate information to residents. In addition, Tripepi Smith supported the Town's 35th Anniversary celebration through the development of promotional materials and branding, designed new logos for Town initiatives, and created the Nature Museum webpage to enhance public access to information and community engagement. These efforts, along with ongoing strategic communications support, have helped strengthen the Town's outreach and public information efforts.

The Tripepi Smith team has proved to be very responsive to the Town's needs and provides services in a professional and positive manner. Staff is recommending to continue to engage with Tripepi Smith in providing necessary communication services for the Town. Attached is an updated scope of services to include refined service components based on service requests for this past year.

Alternatives

Do not approve the agreement.

Fiscal Impact:

The contract retainer is paid out of the General Fund, Measure Z, and Measure Y Special Revenue Funds for a total of \$120,000 in the FY26-27 Adopted Budget. Additional services can be expected to be accommodated from the appropriate department's professional service budgets based on the services rendered.

Attachments

1. TS Contract Proposal



SINGLE SOURCE COMMUNICATIONS

**GENERAL COMMUNICATION
SUPPORT SERVICES**

Town of Yucca Valley

June 9, 2026

**By: Ryder Todd Smith
Co-founder & Principal
Tripepi Smith & Associates**

Table of Contents

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COST PROPOSAL.....	8
ABOUT TRIPEPI SMITH	12

COVER LETTER

Thank you for the opportunity to continue our partnership with the Town of Yucca Valley. Our team of professional, highly trained public affairs, marketing and creative experts are ready to continue helping the Town execute and deliver on its strategic communication goals and objectives.

Tripepi Smith has a deep understanding of the Town of Yucca Valley, having supported its communication efforts since 2021. As an essential extension of your in-house team, our partnership has included successful delivery of digital newsletters, enhanced community presence through the State of the Town, significantly expanded social media presence positioning the Town as trusted source of information within the community. Our comprehensive partnership maximizes staff capacity through social media management, graphic design, website content updates, video service and SB 1383 outreach providing a dedicated resource for enhanced communications. Because we are intimately familiar with your team's preferred workflow, we are able to hit the ground running and continue delivering seamless, high-quality service.

No other communications firm in California can match Tripepi Smith's public agency client depth and diversity. We gain insights from the breadth of our work and share that knowledge with over 250+ public agency clients, which yields key advantages:

- 1. Certifications in Industry-Standard Platforms:** Our team possesses a deep understanding of social media and digital platforms, evidenced by our certifications from industry leaders like Meta, YouTube, Twitter and Meltwater. This expertise sets us apart from many public affairs firms.
- 2. Breadth of Expertise:** The breadth of Tripepi Smith's team — from policy to videography to graphic design — is rare. The result: we have an ability to tell a complete story across all mediums, all within our one team.
- 3. A Deep Understanding of Local Issues:** Tripepi Smith's work with over 250 public agencies and municipal partners benefits each client as we translate practical field experience into outreach strategies tailored to their unique circumstances. Moreover, we are known for our mastery of the art of local government communications. We make civic matters relatable and engaging for stakeholders, from constituents to elected officials to legislators and more.
- 4. Robust Quality Assurance Practices:** With thousands of successful projects delivered, Tripepi Smith has integrated a robust system of tools and workflows. Whether managing deliverables within our own team or subcontractors, our iterative review procedures ensure clients receive high-quality, high-impact work products.
- 5. 24/7 Access:** Though we have a set number of hours proposed in our contract, Tripepi Smith is available to our clients 24 hours per day. There is no "bad time" to call or email us, and our response will be immediate and engaged on the issue at hand.

We are excited about the opportunity to continue our partnership and build upon the success we have already achieved together. Thank you for considering us in this next phase; we look forward to discussing our proposal in more detail.

I affirm that I have the legal authorization to bind Tripepi Smith into agreements with the Town of Yucca Valley and to make the statements below on behalf of the firm. This proposal is valid for 90 days from the date of submission.

Regards,

A handwritten signature in black ink that reads "Ryder Todd Smith". The signature is written in a cursive, flowing style.

Ryder Todd Smith

Co-Founder & President, Tripepi Smith & Associates, Inc.

Ryder@TripepiSmith.com • (626) 536-2173 • 27702 Crown Valley Parkway, D4#139,
Ladera Ranch, CA, 92694

RFP@TripepiSmith.com is our preferred point of contact throughout the evaluation process.

PROJECT UNDERSTANDING

Town of Yucca Valley's Needs

Our team will continue to augment in-house Town staff capacity by providing ongoing and as needed support, offering dedicated resources, professional judgement and timely assistance across all service areas. We will continue to work closely with Town staff to ensure accuracy, consistency and alignment with Town priorities and communication goals.

To achieve these goals, our on-going retainer support services will also provide SB 1383 communications and quarterly strategy meetings. Ad hoc support remains available to the Town on an as needed basis. This comprehensive approach ensures consistent strategic messaging, public engagement and content development.

On-Going Retainer Services

The following deliverables will ensure the Town continues providing comprehensive and sustained communications planning to effectively deliver key messaging to stakeholders. In collaboration with Town staff, we will drive messaging, delivery and timing.

Every-Other Week Check-In Call and Content Planning

Regular check-in calls with the Town are a primary communication method for Tripepi Smith, as they provide a forum to coordinate our efforts with staff and sustain momentum on projects. Dependent upon project need, Tripepi Smith will continue to schedule a recurring, bi-weekly calls — up to 60 minutes — that will include designated lead(s) for our engagement. These calls will generally focus on trends, new issues or concerns that need to be communicated to us, identification of major themes or ideas to address in the coming weeks, a general review of Town staff, tools in place and platforms that we need access to in order to effectively jump into and call to action. We produce work, such as social media posts and responses, in a shared workspace where you can see progress in real time and provide instant feedback. These processes and tools allow for enhanced collaboration and expedite the production process.

Drawing on our experience working with the Town, Tripepi Smith will tailor the communications planning process to Yucca's established practices, priorities and internal culture. Rather than starting from scratch, our process builds on institutional knowledge, existing tools and lessons learned.

Press Release & News Article Creation

Tripepi Smith has already partnered with Town staff to develop and distribute multiple press materials which are accurate, clear and aligned with Town priorities. Building on this experience, we will continue to craft press releases and news articles — typically up to 500 words — that elevate the Town's story while maintaining the professionalism and tone expected by Yucca's leadership and residents. We are recommending that the Town continue to publish two press releases or news articles per month which effectively enhances the Town's voice.

Our process emphasizes collaboration and efficiency and includes:

- Message development informed by Town context and Council direction
- Coordination with subject matter experts to ensure accuracy
- Drafting, editing, and approval management
- Distribution to media outlets and Town owned platforms

Social Media Management

Over our multi-year partnership, Tripepi Smith has developed social media content and digital placements, aligning with the Town's voice, brand standards and community expectations.

As your trusted partner, we will continue to follow our collaborative and consistent approach to Digital and Social Media Services following the proven framework below.

- **Content Creation:** Our content creation process includes planning, fact-checking, graphic coordination, editing, and scheduling across platforms including Facebook, Instagram, X, LinkedIn, and Nextdoor. Tripepi Smith will create up to seven (7) unique posts per week for the Town and up to eighteen (18) annual posts related to SB 1383 outreach.
- **Observation:** Tripepi Smith will observe the Town's social media site inboxes for customer service opportunities, mainly responding to questions.
- **Additional:** Our work also includes optimizing social media accounts to enhance performance and/or take advantage of useful features. "Boosted Posts" and other targeted advertisements are also helpful in disseminating information to community members. Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the Town).

Monthly Metrics and Analytics Reporting

Tripepi Smith currently provides ongoing measurement and reporting support for the Town of Yucca Valley and understands the importance of clear, actionable insights—rather than data for data's sake. Our monthly metrics and analytics reports are designed to help our team and Town staff quickly understand what is working, where adjustments may be needed and how communications efforts are supporting broader Town goals.

Each month, we provide a concise summary of key performance indicators (KPIs) across the Town's controlled communication channels, including social media reach, posting frequency, engagement, audience growth, media mentions and more.

E-Newsletter Production

Newsletter content will be sourced from the articles/releases we have developed within our scope, as well as other content created by the Town and provided to Tripepi Smith. Fees for the e-newsletter platform are separate. Our retainer service includes sending one (1) newsletter every other month to subscribers. In addition, Tripepi Smith create on quarterly article related to SB 1383 to be included in the digital newsletter. We will also continue to post content to the Town's website that is featured in the newsletter.

Website Content Updates and Annual Website Training

Residents, businesses, vendors, investors and partners rely on public agency websites for key information and resources. Tripepi Smith's content management specialist knows how to use the tools and technologies of common local government website platforms used. We have firsthand experience supporting the Town's website content needs and will continue to provide up to two (2) hours of monthly website content support. Our team will also offer suggestions on website improvements as needed.

We know that old information can linger too long. New information does not land on the website in a timely fashion. Sometimes staff may not be up to speed on how to use the content management system. Our web specialist will provide one annual, virtual trainings lasting up to one (1) hour to ensure staff are kept up to speed on the website content management system.

Strategic Planning Meetings/Sessions

Tripepi Smith will facilitate quarterly strategic planning sessions with key Town stakeholders, including the Executive Team and department leadership as appropriate. These meetings will be held virtually, over the course of one hour and held in place of one regularly scheduled check-in call. These calls will bring together leaders throughout the organization to:

1. Reflect on communications wins and lessons learned picked up in the previous four months
2. Create a plan for outreach in the coming months. We typically collaborate on a Content Calendar in a Google Sheet for easy reference on what external communications need to happen in the coming six to 12 months

Talking about communications in local government for usually gets everyone's brains churning about how they can get the word out on that next big program or new event. The nature of our work gives us the ability to probe deeper into town events and programs while still thinking broadly about how to get the word out on them. As we discuss audience perceptions and interests, go over best practices and the reasoning/data to back them up, the conversation about communications becomes more than just a strategy meeting. Staff builds perspective on their role as communicators on behalf of their department and the agency. As a result, they become more invested in outreach

Ad Hoc Work

Tripepi Smith remains available to the Town to carry out additional support services, on an as needed basis. If there comes the need for any additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our discounted retainer rates in the cost proposal section for the full array of our resources to support Town communication efforts. Examples of these ad hoc projects include but are not limited to: State of the Town video production, Gubler Orchid Festival outreach, graphic design services, website content support for recreation guide updates, photography services, virtual meetings/events, website development, branding services and more

COST PROPOSAL

The Town of Yucca Valley has requested a fixed set of deliverables and potential add-on services. As a result, we have broken down the cost proposal into a combination of Retainer and Time & Materials elements. Each element offering a unique set of benefits:

- Retainer: Sustains outreach momentum by ensuring a set of recurring deliverables at a set monthly cost, usually for a period of at least 12 months. We have highlighted some key recommendations to the retainer structure which are not currently within the existing retainer.
- Time & Materials: Allows flexibility to “ramp up” or “ramp down” efforts according to budget and priorities.

Retainer Services

Additions from the prior Fiscal Year retainer are highlighted below

Retainer Services	Scope
Outgoing Project Management & Strategy Discussion	Conduct bi-weekly, 60-minute check-in calls, provide check-in call recap outlining action items and deadlines, advise on outreach and strategy. Includes quarterly 1-hour strategy sessions (held in place of four (4) check-in calls).
Social Media Management	Create and publish social media post content, social media graphic design included, up to 7 unique posts per weeks on four platforms: Facebook, Instagram, X and Nextdoor. New retainer adds up to 18 annual posts related to SB 1383 outreach.
Press Release, Media Advisories, Public Statements	Drafting 2 press releases, media advisories, or public statements up to 500 words. Includes research, drafting and distributing to platforms.
E-Newsletter Creation	Content planning and newsletter formatting for 1 every other month. New retainer adds quarterly article drafting on SB 1383 and inclusion within newsletter.
Monthly Metric Reports	Delivery of monthly reporting capturing key performance indicators for controlled social media platforms and other digital platforms upon request.
Website Content Updates and Staff Training	Up to 2 hours of website content updates per month, as needed by the Town. New retainer adds one annual, up to 1-hour, virtual website content training session.
Monthly Retainer Total	\$8,550

As Needed, Time & Materials Services

We recommend that the Town set aside an additional ad hoc budget of \$25,000 to support as needed events and outreach.

Time & Materials Services	Scope	Estimate
State of the Town	Planning for up to 7-minutes of video content; script writing, b-roll. Includes one videographer onsite for 1.5 8-hour film days, 2 editing drafts and equipment fee.	~\$6,000 - \$8,500
Gubler Orchid Festival Promotion	Outreach support to promote the Gubler Orchid Festival in the Town. Last FY the Town allocated \$1,500 to promotional outreach which aided in the largest festival turnout in history.	~\$1,500
Budget-at-a-Glance (BAAG) Mailer	Design of 2-page , document. Includes kickoff call up to 1 hour with Creative Director, creation of key art, copyediting, 2 drafts and 1 final made-for-web ADA-compliant PDF. Does not include print or mail fees. Copywriting can be provided for an additional fee.	~\$3,890
Website Content Support for Recreation Guide	Up to 6 hours website content support, three times a year for recreation guide updates.	~\$3,820
Graphic Design Support	Up to five (5) hours of graphic design support	~\$650

Tripepi Smith will apply the following reduced retainer rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2026-27 Hourly Rates	Reduced Retainer
Principal	\$340.67
Director	\$248.89
Art/Creative Director	\$248.89
Senior Business Analyst	\$191.00
Business Analyst	\$127.34
Junior Business Analyst	\$104.19
Senior Videographer/Animator	\$191.01
Senior Photographer	\$150.00
Videographer/Photographer	\$115.76
Junior Videographer/Photographer	\$104.19
Senior Graphic Designer	\$167.86
Graphic Designer	\$115.76
Junior Graphic Designer	\$100.00
Web Developer	\$191.01
Junior Web Developer	\$100.00
Drone Operator	\$191.01

Invoicing & Payment Terms

At Tripepi Smith, we bill on either a Retainer, Fixed Fee or Time & Materials basis, with each billing type following its own payment schedule. Regardless, terms are Net 30 days.

- Fixed Fee work is billed upon defined milestones.
- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Retainer work is billed on the 15th of each month.

Other Cost Information

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI index — whichever is higher — each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract.

Retainer Discount

When a client's retainer exceeds \$7,500 per month, they gain access to our reduced retainer rates.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, we will invoice for a resource's travel time at 50% of the resource's hourly rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

		Half Day (Under 4 Hours)	Full Day (4+ Hours)
	Video	\$450	\$650
	Drone	\$550 – Flat Fee	

Please note that A/V equipment fees are based on the amount and type of equipment required, with pricing tailored to the specifics of each event.

Music and Video Licensing

Sometimes, the client will want Tripepi Smith to apply music or use stock imagery/video while producing

video. In these cases, we will need to apply licensing fees of approximately \$100 per song and \$200 if we use stock video imagery. This will provide a license for the use of the music and video footage to Tripepi Smith and its clients.

Meltwater Fee

Tripepi Smith offers a standard Meltwater package at a flat rate of \$545 per month. This package includes a newsletter digest (of any frequency), up to three queries, and a monthly dashboard. Custom Meltwater solutions are also available upon request.

Website Hosting Fees

If website hosting services are required, Tripepi Smith will charge a \$630 website hosting fee and a \$30 Domain Registration and DNS service fee, unless otherwise specified in this proposal. Fees will be billed upon commencement of hosting services, and annually thereafter. Please note the website hosting package is limited to 10 Gigabytes of total storage. Additional storage for the site is available for a fee of \$1.70 per gig per month of 10 Gigabytes of storage.

Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

Partner Access

Tripepi Smith has access to entities that may be relevant to our engagement. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing.



Local Information Network of Knowledge (LINK): www.LocalInfoNetwork.com – A community forum for local government professionals in California to discover and share resources, policies, sample work products, best practices and more.



PublicCEO: www.PublicCEO.com – Digital news about public affairs, reaching over 17,500 California government executives through a daily podcast, job board, video podcast and more.



Civic Business Journal: www.CivicBusinessJournal.com – Digital interest stories on the people, companies and solutions that make local government in California more effective.



FlashVote: www.FlashVote.com – Statistically valid surveying that helps leaders make decisions.

- Disclaimer: Tripepi Smith President Ryder Todd Smith is an investor in FlashVote.



Tripepi Smith Talent Solutions: www.TSTalentSolutions.com – A multifaceted recruitment consultancy service, combining local government access with communications to advance talent quests and build culture warriors.



Meltwater: www.TripepiSmith.com/Media-Intelligence – An enterprise-class, comprehensive media monitoring solution that is best combined with Tripepi Smith's analytics team.

ABOUT TRIPEPI SMITH

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels in public affairs and marketing. Founded in 2000 and incorporated as a California corporation in 2002, the company is headquartered in Orange County, California, with staff throughout the western United States. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith offers the right professionals for the job while being small enough to be nimble and responsive. Our team offers a broad spectrum of experience and skills that allow us to apply the appropriate resource to the appropriate tasks; this allows us to execute work faster and reduce engagement costs.

Tripepi Smith's team comprises over 70 full-time professionals experienced in local government. Our staff includes former municipal employees with backgrounds in creative services, public information and city management, as well as seasoned directors, analysts and practice area specialists. Accredited public relations (APR) professionals guide effective messaging while policy works provide counsel on public affairs. TS Creatives fashion compelling branding, websites, print and digital design, social media, photography and videography. We employ multiple FAA-certified drone pilots and operate a full-scale video production studio with extensive event and broadcast experience.

The Result: We can tell a complete story across media, all within our one team.

Firm Structure and Financial Matters

Tripepi Smith was founded in 2000 and incorporated in 2002 as a California S Corporation. The firm has two corporate officers, who are also the co-founders with equal ownership of the business:

Co-Founder & President Ryder Todd Smith

Chief Financial Officer Nicole Smith

Ryder and Nicole have signing authority to bind Tripepi Smith into agreements with clients. Tripepi Smith has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.

In addition to the President/CEO and CFO, multiple principals and directors oversee the day-to-day operations of a team of analysts, graphic designers, photographers and videographers. All Tripepi Smith employees report directly to the President. Please refer to our Org Chart for full details.

Grounded in Civic Affairs

CFO Nicole Tripepi Smith is a second-generation civic-affairs professional (her father was a city manager for 28 years). President Ryder Todd Smith brings over 25 years of public agency marketing and communications experience to the table.

Office Locations

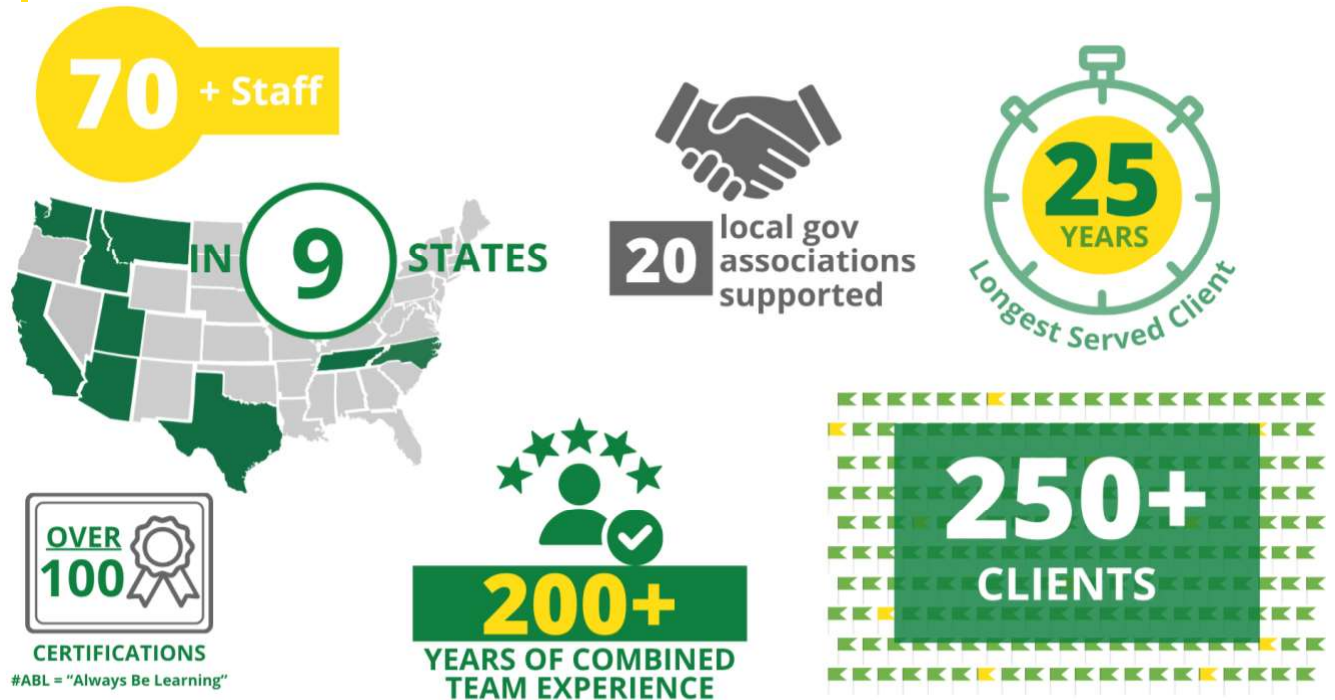
Since early 2017, Tripepi Smith has operated in a completely virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team — composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists — resides throughout Arizona, California, Idaho, Montana, Tennessee, Texas, Utah, Washington, with a majority based in California.

Contact Information

Email: RFP@TripepiSmith.com

Phone: (626) 536-2173

Mail: 27702 Crown Valley Parkway, D4#139, Ladera Ranch, CA, 92694



"Tripepi Smith continues to deliver high quality writing, impressive visuals and constructive insights that benefit our residents. Indian Wells wants to ensure we communicate with both residents and businesses, and Tripepi Smith has helped improve and heighten our outreach and engagement efforts for each of these groups."

Chris Freeland
City Manager, City of Indian Wells

Our Services

Tripepi Smith operates at the intersection of marketing, technology and public affairs. We excel in each of these areas, but the true power lies in our ability to seamlessly integrate them. This holistic approach allows us to craft impactful solutions for our clients.

Strategy, Marketing, Communications

.....
Strategic Development, Research, Surveys, Messaging

.....
Social Media Management

.....
Web and Social Media Strategy, Optimization (SEO), Metrics

.....
Web Hosting and Support

.....
Email Campaigns

.....
Relations

(Media, Stakeholders, Public, Government)

.....
Support and Training for Events, Presentations and Virtual Gatherings

.....
Digital, Print, Radio, Out-of-Home Advertising

.....
Staff Training

(Media, Social Media, Photo, Brand Implementation)

.....
Association Management Services

Creative Services

.....
Full-Service Graphic Design for Digital, Print and Outdoor

.....
Brand and Logo Development

.....
Content Creation

(Writing, Editorial, Thought Leadership)

.....
Output Services

(Digital Distribution, Print Management, Mail Management)

.....
Illustration and Information Graphics

.....
Photography

.....
Videography, Broadcasting, Podcasting, Drone

.....
Event Production, Technical and AV Support

.....
Animation and Motion Graphics

.....
Web Design and Implementation



"DryTown Water Park has been a cherished destination for Palmdale families for two decades. The logo recognizes the importance of honoring this legacy, and we are grateful for Tripepi Smith's contribution to our 20th-anniversary celebration."

Ronda Perez
 Former City Manager, City of Palmdale

Partial Client Roster

We have a network of 250+ satisfied clients in the local government space. We are happy to connect you with contacts at our client agencies who can share their experience working with Tripepi Smith.

California City Management Foundation	City of La Cañada Flintridge	City of Rancho Palos Verdes
City of Aliso Viejo	City of La Palma	City of Riverbank
City of American Canyon	City of La Puente	City of Rohnert Park
City of Atascadero	City of La Verne	City of Rolling Hills Estates
City of Azusa	City of Laguna Hills	City of San Clemente
City of Baldwin Park	City of Laguna Niguel	City of San Leandro
City of Bellflower	City of Lake Forest	City of Santa Ana
City of Benicia	City of Lakeport	City of Santa Clarita
City of Burlingame	City of Lancaster	City of Santa Paula
City of Claremont	City of Livermore	City of Saratoga
City of Coronado	City of Lomita	City of Stanton
City of Cotati	City of Lynwood	City of South Gate
(City of) Culver City	City of Malibu	City of South Pasadena
City of Cupertino	City of Manhattan Beach	City of Tracy
(City of) Daly City	City of Manteca	City of Vallejo
City of Danville	City of Martinez	City (Town) of Yucca Valley
City of Duarte	City of Menifee	Costa Mesa Sanitary District
City of El Cerrito	City of Millbrae	Del Paso Manor Water District
City of Encinitas	City of Morgan Hill	West County Wastewater District
City of Fountain Valley	City of Murrieta	Independent Cities Association
City of Foster City	City of Napa	Independent Cities Finance Authority
City of Fullerton	City of Orange	Institute for Local Government
City of Gilroy	City of Orinda	League of California Cities
City of Grover Beach	City of Pacifica	Municipal Management Association of Northern California
City of Hawaiian Gardens	City of Palm Desert	Municipal Management Association of Southern California
City of Hayward	City of Palmdale	Orange County City Manager Association
City of Healdsburg	City of Paramount	San Gabriel Valley City Managers' Association
City of Hercules	City of Pico Rivera	Claremont McKenna College
City of Huntington Beach	City of Pismo Beach	
City of Indian Wells	City of Placentia	
City of Irvine	City of Pomona	
	City of Rancho Mirage	

Client References

Town of Atherton

2022 to Present

Contact:

Anthony Suber, Deputy City Manager/City Clerk
650-752-0529

ASuber@ci.atherton.ca.us

80 Fair Oaks Lane, Atherton, CA 94027

City of La Cañada Flintridge

2014 to Present

Contact:

Arabo Parseghian, Director of Administrative Services
818-823-1897

AParseghian@lcf.ca.gov

One Civic Center Drive, La Cañada Flintridge, CA 91011

City of Indian Wells

2018 to Present

Contact:

Micaela Wilkey, Management Analyst
760-346-2489

MWilkey@IndianWells.com

44-950 El Dorado Drive, Indian Wells, CA 92210



"Tripepi Smith helped our community sustain traditions through adaptation and trying something new. They are a flexible and innovative partner that helps LCF stay LCF."

Arabo Parseghian

Assistant City Manager, City of La Cañada Flintridge

Project Staff

Yucca Valley's dedicated project team will remain unchanged and consistent throughout the duration of our engagement. **Director Alexis Gillam** will provide strategic oversight and communications support, rooted in her 12 years of providing city management, public engagement and strategic communications. Alexis will serve as account manager, closely monitoring the quality and performance of work product and will serve as the primary liaison to Town staff. **Business Analyst Madeline Wilson** will serve as project manager, leading the day-to-day operations, managing deliverables, ensuring all work products align with Town priorities, timelines and budget. **Junior Business Analyst Eric Chandler** will provide social media and content support to the project. Should any key personnel become unavailable during our engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets.

The core project team will have dedicated availability to support the engagement, including capacity to provide support under urgent notice and/or time constraints. Tripepi Smith is a collaborative firm with many skill sets available. Any Tripepi Smith staff member may be brought onto the engagement to help with our efforts.



Alexis Gillam Director

Location: Boise, ID | Role: Account Manager

Alexis Gillam is an experienced local government leader with over 12 years of experience in City Management, public engagement and strategic communications. She has led major efforts in economic development, placemaking, legislative advocacy, and emergency response. While serving in Malibu, she directed crisis communications and supported recovery and rebuild efforts during the Broad, Franklin and Palisades Fires. She also led a multi-agency strategy to improve safety along Pacific Coast Highway including public education, special legislation and infrastructure. She guided the Malibu Community Lands Project, a citywide engagement initiative to determine future uses for over 60 acres of public land. In Imperial, she oversaw cross-departmental operations, led capital projects and secured state and federal funding to support community priorities. Alexis was recently recognized by Engaging Local Government Leaders (ELGL) as one of the Top 100 Local Government Influencers in the United States.

She earned her bachelor's degree in business administration from Devry University while working full-time and building a career in city management. After more than a decade on the city management track, Alexis made the intentional decision to shift her career to prioritize starting a family while continuing to serve the public good. Her new role with Tripepi Smith allows her to stay rooted in the work she believes in, supporting local governments, while creating space for a more balanced life. She is grateful that her passion for services allows her to live out her values, leading with purpose, guided by faith and creating opportunities for others to thrive.

Her clients include the City of Ojai, City of Rancho Palos Verdes, City of Rolling Hills, City of La Cañada Flintridge, City of Camarillo, Town of Yucca Valley and City of San Bernardino.



Madeline Wilson

Business Analyst

Location: Salt Lake City, UT | Role: Project Manager

Madeline Wilson is a marketing professional with a versatile set of skills, including social media management, marketing strategy, copywriting, project management and more. She graduated from the University of Utah with a bachelor's degree in marketing and is passionate about using her skills to educate. Madeline developed her skills in a variety of industries including non-profit, technology and local government and has been a key player in expanding the reach and effectiveness of communications for small businesses.

Madeline is a certified Hootsuite Marketing Professional and has a strong understanding of Meta and Spotify advertising. Her client work includes the Town of Yucca Valley, City of Lancaster, City of Menlo Park, Livermore-Pleasanton Fire Department and the California Municipal Revenue and Tax Association.



Erica Chandler

Junior Business Analyst

Location: San Diego, CA | Role: Content Development and Project Support

Erica is a results-driven marketing professional with a keen understanding of client relations and a passion for creativity. Graduating from San Diego State University with a Bachelor of Science in Marketing, she combines her academic foundation with practical experience in sales, customer service, content creation and more. Erica excels in writing, public speaking and event coordination, always ensuring that client needs are met with speed and precision. She has honed these skills through many work experiences, from serving as the Director of Marketing for the San Diego State Choirs Department to her volunteer work for Madd Mutts Dog Rescue.

Erica is certified in Hootsuite Social Marketing, Sprout Social and Google Analytics. Her client work includes Disneyland, City of Orange, Town of Yucca Valley, City of Needles, and Ellis County, Texas.

Work Samples

Graphic Design: Banners



Metrics Report



Stock Photography



Videography

Event Videos

Tripepi Smith often attends special events to capture video footage and b-roll for recap videos, reels and future promotional videos. Our videographers can produce videos in both horizontal and vertical orientations. [Watch our vertical video showcase here.](#)



[City of Palmdale Kaleidoscope Reel](#)



[City of Palmdale National Night Out Recap](#)



[City of Palmdale State of the City](#)

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



To: Town Council

From: Tommie Jones, Recreation Coordinator, Frank Luckino, Deputy Town Manager

Date: July 15, 2026

Meeting Date: July 21, 2026

Subject: Independence Day Event Recap

Recommendation:

Receive and file the Independence Day Event Recap and provide direction regarding future Independence Day events.

Prior Review:

None

Discussion:

The Town of Yucca Valley's 2026 Summer Music Festival opened in spectacular fashion on Friday, July 3, at Yucca Valley High School Stadium, drawing thousands of attendees to celebrate Independence Day. Many more residents enjoyed the Fireworks Spectacular from homes throughout the community, making the event a true town-wide celebration.

The season kickoff featured patriotic décor and giveaways, a warm welcome from Mayor Pro Tem Schooler, an energetic performance by Those Guys, and a spectacular 20-minute fireworks display synchronized to patriotic music broadcast by media sponsor Z107.7 FM. Gates opened at 6:00 p.m., the concert began at 6:30 p.m., and the fireworks finale illuminated the night sky at 9:00 p.m. Guests enjoyed free parking, a variety of food vendors and food trucks, and a welcoming atmosphere as families gathered throughout the stadium to celebrate the holiday. The event was conducted smoothly and safely, providing a fun, family-friendly experience for all in attendance.

The Town of Yucca Valley, in collaboration with the Twenty-Nine Palms Band of Mission Indians, proudly co-sponsored this year's Independence Day Celebration. This partnership reflects a shared commitment to bringing the community together while preserving cherished local traditions and providing a first-class event for residents and visitors alike.

The success of the celebration was made possible through the generous support and

collaboration of numerous community partners. The Town extends its sincere appreciation to Burrtec Waste Industries for providing additional portable restrooms, handwashing stations, and extra refuse containers that enhanced guest comfort throughout the evening. KK Rents of Yucca Valley generously donated a generator that powered the event stage, lighting, and sound systems, helping ensure a seamless concert experience. Special recognition is also extended to media partners Z107.7 FM and the Hi-Desert Star for their outstanding efforts in promoting the event throughout the Morongo Basin and helping spread excitement across the community. The Town is grateful to the San Bernardino County Sheriff's Department and the Citizens on Patrol for maintaining a safe and secure venue while assisting with traffic control, parking operations, and the safe arrival and departure of attendees. Appreciation is also extended to the San Bernardino Fire and San Bernardino Fire Marshal personnel for providing additional emergency resources on-site, overseeing fireworks safety, and ensuring the event was conducted safely from beginning to end. The Town also thanks the Morongo Unified School District for graciously allowing use of the Yucca Valley High School Stadium and for its invaluable assistance before, during, and after the event. Their partnership played an important role in the success of the Independence Day Celebration. Additional appreciation is extended to Miss Yucca Valley and the Miss Yucca Valley Court for volunteering their time to provide complimentary face painting and help create a fun and memorable experience for children and families throughout the evening.

Alternatives

None.

Fiscal Impact:

The Independence Day Event budget has been included in the Adopted FY2026-2028 Budget for a total of \$69,000 which included the fireworks, event amenities, and \$24,000 of contributions from the Twentynine Palms Band of Mission Indians.

Attachments

1. 3rd of July Flyer

3RD *Of* JULY

Concert & Fireworks Spectacular

Join us at this year's Independence Day Celebration featuring a concert and Fireworks Spectacular event at the YVHS Stadium, located at 7600 Sage Ave in Yucca Valley, on its **new date July 3rd!**

EVENT SCHEDULE

6:00 PM Gates open

**6:30 PM -
8:30 PM** Live music performance
by Those Guys!

8:40 PM Speech by Mayor
Pro Tem Schooler

9:00 PM Fireworks show!



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



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: July 13, 2026

Meeting Date: July 21, 2026

Subject: Investment Policy for FY2026-28

Recommendation:

Review and approve the FY 2026-28 Investment Policy; and receive and file the Chandler Investment Portfolio Update

Prior Review:

Current Investment Policy reviewed and approved by Council on June 4, 2024.

Discussion:

Management of the Town's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3.

The attached policy represents an investment policy outlining the principles and practices of the investment of the Town's surplus funds. All guidelines incorporated into the policy are in accordance with the requirements set forth in the California Government Code.

The Town's investment policy is a comprehensive framework by which the Town's investment practices will be governed. It is important to note that the underlying foundation for the proposed policy remains safety, liquidity, and yield as identified by California Government Code with respect to the investment of surplus funds. Staff recommendation is to review and approve the bi-annual investment policy. There are several recommended changes to the investment policy, all of which provide clarifying language to the Town's policy for investments in accordance with California Government Code. No changes affect the Town's current investments, assets, or investment strategy.

Any proposed Town Investment that is not consistent with past Town practice will be brought before the Town Council as a discussion item irrespective of the fact that it may already be authorized by the Town's investment policy.

Town staff will provide a presentation to review the investment program's annualized returns

and ongoing strategy.

Alternatives

None.

Fiscal Impact:

There is no anticipated financial impact associated with the recommended approval of the Town Investment Policy.

Attachments

1. Town Investment Policy FY2026-2028 - REDLINE

Town of Yucca Valley



Investment Policy

Fiscal Years 20264-20286

June 4th, 20264

Town of Yucca Valley
Investment Policy

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TOWN OF YUCCA VALLEY INVESTMENT POLICY

1.0 POLICY

WHEREAS the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) Sections 53600.6 and 53630.1);

WHEREAS the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC §53601 et seq.; and

WHEREAS the Finance Department of the Town of Yucca Valley ("Town") shall biennially prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC §53646).

NOW, THEREFORE, BE IT RESOLVED that the policy of the Town of Yucca Valley is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the Town; and (iii) the highest investment return while conforming to all statutes governing the investment of Town funds within the constraints of this Investment Policy.

2.0 SCOPE

This Investment Policy applies to all cash and investment assets of the Town of Yucca Valley.

3.0 PRUDENCE

Investments shall be made with that degree of judgment and care which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Designated investment signatories, acting in accordance with written procedures, this investment policy, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, enhancing, selling, and managing public funds; the primary objectives, in priority order, of the investment

activities shall be:

- A. Safety:** Safety of principal is the foremost objective of the investment program. Investments made by the Town shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- B. Liquidity:** The investment portfolio will remain sufficiently liquid to enable the Town to meet all operating requirements, which might be reasonably anticipated.
- C. Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from CGC §53600, et seq., and the Town Code of the Town of Yucca Valley. Management responsibility for the investment program is hereby delegated to the Town Manager, who shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this investment policy and the procedures established by the Town Manager. The Town Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment program. Under the provisions of CGC §53600.3, the Town Manager is a trustee and a fiduciary subject to the prudent investor standard.

The Town may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the Town's investment portfolio in a manner consistent with the Town's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

6.0 ETHICS AND CONFLICTS OF INTEREST

Town personnel involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Town personnel shall disclose any material interests in financial institutions with which they conduct business. In addition, Town personnel shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Disclosure shall be made to the governing body, or through the timely filing of the annual Form 700 to the Fair Political Practices Commission (FPPC).

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town Manager and assigned Finance Department staff will maintain a list of financial

institutions selected on the basis of credit-worthiness, financial strength, experience, and capitalization. In presenting financial institutions to the Town's Town Council for the deposit or investment of Town funds, the Town Manager consideration shall include the depository's latest financial performance data.

For the services of banks, savings banks, and savings and loan associations, depository agreements shall be prepared by the Town Manager and authorized representatives of the respective financial institutions for consideration and execution by the Town Council of the Town of Yucca Valley. These depository agreements shall be reviewed from time to time to ensure they reflect the current relationship between the Town and the financial institution.

For broker/dealer services utilized to invest in government securities and other investments, the Town Council of the Town shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers, or other applicable self-regulatory organizations. In addition, the broker/dealer must be a primary government securities dealer as defined by the Federal Reserve Bank of New York.

Before engaging in investment transactions with a broker/dealer, a bank, or a savings and loan association, the Town Manager shall have received from each financial institution a signed Certification Form. This form shall attest that the financial institution has reviewed the Town's Investment Policy, understands it, and intends to present investment recommendations and transactions to the Town that are appropriate under its terms and conditions. An example of the Certificate Form is attached (see Attachment "A").

The Town Manager and Finance Department will perform an annual review of the financial condition and registrations of qualified financial institutions and dealers and require annual audited financial statements to be on file for each company. The Town shall send a copy of the current Investment Policy to all financial institutions and dealers approved to do business with the Town.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The Town of Yucca Valley is empowered by CGC §53601 et seq. to invest in the following:

- A.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C.** The Town is authorized to invest in any securities allowed under California Government Code Section 53601.

- D. Local Agency Investment Fund (LAIF) investments cannot exceed the maximum per agency cap of the Local Agency Investment Fund.
- E. Money Market Accounts (MMAs) with qualified financial institutions may be used as short-term investments and to facilitate the transfer of funds into longer-term investments in conformance with CGC §53601(k). Funds may also be deposited in MMAs with Trustees in conjunction with debt service accounts and escrow accounts in conformance with CGC §53601(k).
- F. Passbook Savings Accounts and Demand Deposit Accounts offered by federally insured institutions and meeting all of the aforementioned criteria.
- G. Funds held under the terms of a Trust Indenture or other contract or agreement may be invested according to the provisions of those indentures, contracts, or agreements.

Also, see CGC §53601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. CGC §53601 is attached and included by reference in this Investment Policy (see Attachment "B").

Surplus Funds are defined, for the purposes of this Investment Policy, as all funds of the Town *except*:

- Funds Held in Deferred Compensation Accounts
- Bond Proceeds invested pursuant to Council approved bond documents
- Trustee controlled MMAs associated with escrow accounts
- Debt Service Reserves invested in Guaranteed Investment Contracts and Trustee MMAs

9.0 COLLATERALIZATION

All certificates of deposits must be collateralized. The collateral must be held by a third-party trustee and valued regularly by the State Banking Department's Administrator of Local Agency Security.

10.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by the Town shall be conducted on delivery vs. payment (DVP) basis. All securities purchased or acquired shall be delivered to the Town by book entry, physical delivery, or by third party custodial agreement as required by CGC §53601.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit; (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

11.0 DIVERSIFICATION

The Town Council recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, as a way to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. With the exception of U.S. Treasury securities and Local Agency Investment Fund (LAIF), no more than 50% of total investment portfolio will be invested with a single financial institution. The Town Council acknowledges that from time to time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case-by-case basis, the Town Council may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions or restrictions of this Investment Policy.

12.0 REPORTING

In accordance with CGC §53646, the Finance Department shall submit to the Town Council a quarterly investment report. This report will include all required elements of the quarterly report as prescribed by CGC §53646. Required elements of the quarterly report include:

- a. Type of investment;
- b. Name of institution;
- c. Date of maturity;
- d. Amount of deposit or cost of the security and the par value
- e. Current market value of all securities; and
- f. Rate of interest/earnings (yield).

CGC §53646 also requires that the investment report must include a statement that (i) all

investment actions executed since the last investment report have been made in full compliance with the Investment Policy and that (ii) the Town will meet its expenditure obligations for the next six months. The Finance Department shall maintain a complete and timely record of all investment transactions in support of the above statement.

CERTIFICATION STATEMENT

I hereby certify that I have personally read Town of Yucca Valley's (the Town's) Investment Policy pertaining to the investments of the Town, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our financial institution and the Town. All sales personnel will be routinely informed of the Town's investment objectives, horizon, outlook, strategies, and risk constraints whenever we are so advised. We pledge to exercise reasonable diligence in informing the Town's Finance Department.

NOTE: Completion of the certification DOES NOT guarantee that our financial institution will be guaranteed any portion of the investment business with Town of Yucca Valley.

Firm Name _____

Name _____

Signature _____

Date _____

Name _____

(Person in charge of government
securities operations)

Signature _____

Date _____

Attachment B

Government Code Section § 53601

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. For the purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of the investment. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

- (a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- (b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- (e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

(g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

(h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars (\$500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of ~~397~~²⁷⁰ days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars (\$100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city or county, that have one hundred million dollars (\$100,000,000) or more of investment assets under management may invest no more than 40% of their moneys in eligible commercial paper. A Local agencyies, other than a countyies or a city and county, may purchase no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency

funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision-making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(j) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.

(2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

(A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

(B) For purposes of this chapter, "significant banking relationship" means any of the following activities of a bank:

(i) Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.

(ii) Financing of a local agency's activities.

(iii) Acceptance of a local agency's securities or funds as deposits.

(5) (A) "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

(B) "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

(E) For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. A local agency, other than a county or a city and a county, may invest no more than 10% of its total investment assets in the commercial paper and the medium-term notes of any single issuer.

(l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars (\$500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(o) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond.

(2) For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision (b) or (f), the following limitations apply:

(A) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.

(B) Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.

~~(e)(p)~~ Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

~~(e)(q)~~ United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

~~(e)(r)~~ Commercial paper, debt securities, or other obligations of a public bank, as defined in Section 57600.

This section shall remain in effect only until January 1, 2031, and as of that date is repealed.

Government Code Section § 53601.1

The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial options contracts in any of the investment categories enumerated in that section.

Government Code Section § 53601.2

As used in this article, "corporation" includes a limited liability company.

Government Code Section § 53601.5

The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

Government Code Section § 53601.6

- (a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.
- (b) (1) Except as provided in paragraph (2), a local agency shall not invest any funds pursuant to this article or pursuant to Article 2, (commencing with Section 53630) in any security that could result in a zero-interest accrual if held to maturity. However, a local agency may hold prohibited investments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601.

(2) Notwithstanding the prohibition in paragraph (1), a local agency may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. A local agency may hold these instruments until their maturity dates.

(c) This section shall remain into effect only until January 1, 2031, and as of that date is repealed.

(Amended by SB 998, SB 1489, SB 882, and SB 595 Stats. 2019, Ch. 442, Sec. 11. (AB 857) Effective January 1, 2020.)

Government Code Section § 53646

(a) (1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting.

(2) In the case of any other local agency, the treasurer or chief fiscal officer of the local agency may annually render to the legislative body of that local agency and any oversight committee of that local agency a statement of investment policy, which the legislative body of the local agency shall consider at a public meeting. Any change in the policy shall also be considered by the legislative body of the local agency at a public meeting.

(b) (1) The treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the legislative body of the local agency. The quarterly report shall be so submitted within ~~45~~³⁰ days following the end of the quarter covered by the report. Except as provided in subdivisions (e) and (f), this report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the local agency, and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

(2) The quarterly report shall state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance.

(3) The quarterly report shall include a statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

(4) In the quarterly report, a subsidiary ledger of investments may be used in accordance with accepted accounting practices.

(c) Pursuant to subdivision (b), the treasurer or chief fiscal officer shall report whatever additional information or data may be required by the legislative body of the local agency.

(d) The legislative body of a local agency may elect to require the report specified in subdivision (b) to be made on a monthly basis instead of quarterly.

(e) For local agency investments that have been placed in the Local Agency Investment Fund, created by Section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county

investment pool, or any combination of these, the treasurer or chief fiscal officer may supply to the governing body, chief executive officer, and the auditor of the local agency the most recent statement or statements received by the local agency from these institutions in lieu of the information required by paragraph (1) of subdivision (b) regarding investments in these institutions.

(f) The treasurer or chief fiscal officer shall not be required to render a quarterly report, as required by subdivision (b), to a legislative body or any oversight committee of a school district or county office of education for securities, investments, or moneys held by the school district or county office of education in individual accounts that are less than twenty-five thousand dollars (\$25,000).

(g) In recognition of the state and local interests served by the actions made optional in subdivisions (a) and (b), the Legislature encourages the local agency officials to continue taking the actions formerly mandated by this section. However, nothing in this subdivision may be construed to impose any liability on a local agency that does not continue to take the formerly mandated action.

(Amended by SB 1489 ~~Stats. 2009, Ch. 332, Sec. 68.5. (SB 113)~~ *Effective January 1, 2010.*

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



To: Town Council

From: Brooke Dudra, Town Clerk

Date: July 13, 2026

Meeting Date: July 21, 2026

Subject: Designation of Voting Delegate and Alternates – League of California Cities Annual Conference and Expo (September 23–25, 2026)

Recommendation:

Designate one Council Member to serve as the Voting Delegate, and one Council Member to serve as Alternate, to represent the Town of Yucca Valley at the General Assembly during the 2026 League of California Cities Annual Conference and Expo on September 25, 2026.

Prior Review:

None for this particular action.

Discussion:

Each year, the League of California Cities (Cal Cities) hosts its Annual Conference and Expo, which includes a General Assembly where member cities consider and vote on resolutions that help shape Cal Cities policy.

The General Assembly will take place on Friday, September 25, 2026, at the Anaheim Convention Center. Each member city is entitled to one voting delegate. The designated voting delegate is responsible for representing the City and casting votes on behalf of the City during the General Assembly.

To ensure participation, cities may also designate up to two alternate voting delegates. An alternate may vote in the event the primary voting delegate is unable to serve.

Per Cal Cities bylaws, the voting delegate and alternates must be formally designated by action of the City Council. This designation cannot be made by the Mayor or Town Manager independently.

Designating a voting delegate ensures that the Town of Yucca Valley is represented in statewide policy discussions and decisions made during the General Assembly.

Following Council action, staff will submit the designated delegate and alternates through the Cal Cities online portal. The submission deadline is September 1, 2026, and requires certification that Council action has been taken.

Alternatives

No alternatives are recommended.

Fiscal Impact:

There is no direct fiscal impact associated with designating a voting delegate and alternates. Attendance at the conference is subject to previously approved travel and training budgets.

Attachments

1. 2026 Voting Delegate Information Packet

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and



alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).