

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, SEPTEMBER 1, 2026**
Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/95254063414?pwd=np03HZQrAUbNBKYW2LN2cqXgeXohax.1>

Meeting ID: 952 5406 3414

Passcode: 000247

Telephone: (669) 444-9171

*Use the above link to access the meeting virtually. Participants will be automatically muted upon entry. During the meeting, participants may "raise their hand" or notify the meeting moderator when they wish to make a public comment. Telephone participants may press *9 to raise their hand and *6 to unmute when called upon; additional instructions will be provided during the meeting as needed.*

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, SEPTEMBER 1, 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, August 18, 2026 as presented.

3. Administrative Policy update - Claims Against the Town

Recommendation:

That the Town Council approves this review and summary of the revision of the Town's Administrative Policy.

4. Town 2026 & 2027 Holiday Decorations - Shine Creations Agreement

Recommendation:

That the Town Council approve a two-year agreement with Shine Creations to provide Town holiday decorations for 2026 and 2027 and direct the Town Manager to sign the agreement on its behalf.

5. Ratification of Real Property Donation Agreement for APN 0595-162-08-0000 – San Bernardino County Fire Station 41

Recommendation:

**Ratify 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 0595-162-08-0000 (Fire Station 41 site), which was previously approved with an incorrect Assessor’s Parcel Number; and
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.**

6. Fleet Vehicle Purchase Confirmation

Recommendation:

Receive and file the confirmation of the Fleet Vehicle Purchase

Department Reports

7. Spring/Summer 2026 Community Services Programs Update

Recommendation:

That the Town Council receive and file the report on the Spring/Summer 2026 programs and events organized and conducted by the Community Services Department.

8. Ordinance, Amending Chapter 5.40, Temporary Short Term Vacation Rental Permits, and Resolution, Establishing Nuisance Response Plan Amendment Fee

Recommendation:

That the Town Council finds this item exempt from the California Environmental Quality Action pursuant to CEQA Guidelines Section 15378, as the proposed amendments are not a project under CEQA because they will not cause a “direct physical change in the environment” or a “reasonably foreseeable indirect physical change in the environment” because they do not authorize any specific development activity; and

That the Town Council takes public comments, discusses the policy, and provides direction on the recommended amendments to the Town's Temporary Short Term Vacation Rental policy; and

That the Town Council adopts the Resolution, establishing a Nuisance Response Plan Amendment Fee of \$200.00 for administrative costs in connection with processing changes to nuisance response plans; and

**That the Town Council introduces the Ordinance.
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40,
TEMPORARY SHORT TERM VACATION RENTAL PERMIT**

9. Western Joshua Tree Legislative Update

Recommendation:

It is recommended that the Town Council receive and file an update on Western Joshua Tree Conservation Act legislation efforts underway in the current state legislative session, and provide input and/or direction as desired.

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, September 15, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

Town of Yucca Valley
Town Council Meeting Minutes
August 18, 2026

Call to Order

Mayor Abel called the meeting to order at 5:01 PM.

Roll Call

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

Absent:

Pledge of Allegiance

Pledge of Allegiance led by Councilmember Denison.

Invocation

Invocation led by Mayor Pro Tem Schooler.

Presentations, Introductions, Recognitions

1. Recognition of the Tri-Valley Little League Senior Division Softball All-Stars – 2026 Southern California State Champions

Mayor and Council presented a Certificate of Recognition to the Tri-Valley Little League Senior Division Softball All-Star Team.

Lindsey Jones Tri-Valley Little League President thanked the community, coaches, and the girls for their historic season.

2. Recognition of JT Sportsman's Club for Donation to the Town of Yucca Valley Animal Shelter

Mayor and Council recognized the JT Sportsman's Club for its donation to the Town of Yucca Valley Animal Shelter.

Jennifer Cornel, Secretary of the JT Sportsman's Club, spoke about the Club's Sunday Bingo program, held from 1:30 p.m. to 6:30 p.m., with proceeds benefiting local organizations.

Councilmember Lombardo and Councilmember Denison expressed appreciation for the Club's continued support of the community and its involvement in local events and charitable efforts.

Approval of Agenda

3. Agenda Approval

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

Motion:

Approve the Agenda as prepared.

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

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

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

Consent Agenda

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

4. Minutes

Motion:

Approve the meeting minutes of Tuesday, July 21, 2026 as presented.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

5. Amendment 1 to NRO Engineering 1 July 2024 Agreement for Town Engineer & Engineering Plan Check Services

Motion:

Approve Amendment No. 1 to the July 1, 2024 Agreement with NRO Engineering for Town Engineer and Engineering Plan Check Services, extending the term of the Agreement for two (2) years, from July 1, 2026 through June 30, 2028; ratify the continuation of services provided under the Agreement effective July 1, 2026; continue the designation of Noel Owsley as Town Engineer; and authorize the Town Manager to execute Amendment No. 1 on behalf of the Town.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

6. AB1234 Reporting Requirements

Motion:

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

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

7. Ratification of Warrant Registers

Motion:

Ratify the Payroll Registers totaling \$349,241.81 dated July 02, 2026, \$346,531.53 dated July 17, 2026, and \$292,630.74 dated July 31, 2026. Ratify the Warrant Register totaling \$4,284,649.95 for the period of July 01, 2026, through July 31, 2026.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

8. Authorization to Purchase Replacement Fleet Vehicle/Equipment

Motion:

1. Waive the competitive bidding requirements set forth in Section 3.12.050 of the Town Code pursuant to Section 3.12.060(G), finding that compliance with the competitive bidding procedures would be inefficient, impractical, and unnecessary, and authorizes the Town Manager, or designee, to execute purchase agreements for the following vehicles and equipment:

- 2026 Chevrolet Silverado Truck with Utility Body – Not to Exceed \$90,000.00
- 2026 Ford F-350 Super Duty – Not to Exceed \$75,000.00
- 2026 Ford E-Transit 350 Van – Not to Exceed \$65,000.00
- 2026 TR 575 Heated Asphalt Distributor – Not to Exceed \$40,000.00
- 2026 L2502HST Kubota Tractor — Not to Exceed \$30,000.00

2. If those vehicles are unavailable, authorize the purchase from any dealer who can provide the vehicle to meet the Town's timing needs, and direct staff to return to the Town Council with a final action report following the purchase.

3. Declare the following vehicles and equipment as surplus and authorizes the Town Manager, or designee, to dispose of the surplus assets through a public auction,

competitive bidding, consignment, or dismantling service, whichever method is determined to be in the Town's best interest:

- Unit #7 – 2004 Ford F-250 Crew Cab 4x4
- Unit #15 – 2001 Chevrolet 1-Ton Truck with Utility Body
- Unit #94 – 2006 Ford E-350 Super Duty Van
- Unit #84 – 2004 Stepp Tack Distributor (Tack Rig)
- Unit #65 - 1996 Kubota L2350DT Tractor

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

Mover: Council Member Rick Denison

Seconders: Council Member Robert Lombardo

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

9. Arbitrage Rebate Calculation for the 2022 Lease Agreement

Motion:

Receive and file the Arbitrage Rebate Calculation prepared by Willdan Financial Services for the Town's Lease Agreement dated February 1, 2022; and authorize the Finance Manager, or designee, to execute and file IRS Form 8038-T, submit the required arbitrage rebate payment, and complete any related administrative actions necessary to maintain compliance with federal tax requirements.

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

Mover: Council Member Rick Denison

Seconders: Council Member Robert Lombardo

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

10. Rejection of Claim

Motion:

Reject one Claim filed against the Town of Yucca Valley submitted on August 3, 2026, by Bauman Law, APLC on behalf of Irma Grantham.

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

Mover: Council Member Rick Denison

Seconders: Council Member Robert Lombardo

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

11. Administrative Policy Update - AED Policy

Motion:

Review and approve the new policy.

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

12. Resolution No. 26-XX: Amending Measure I Five-Year Capital Improvement Program, 2025/2026 to 2029/2030, Measure I Expenditure Strategy

Motion:

Adopt Resolution No. 26-30 amending the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Years 2025/2026 to 2029/2030.

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

13. Hi-Desert Nature Museum Re-Plumbing Project — Town

Motion:

Deem Haus ADU LLC non-responsive as a result of its failure to return the signed construction agreement and to respond to repeated correspondence and telephone communications; Rescind the prior award of construction contract with Haus ADU LLC., in the amount of \$36,320.00 for the Hi-Desert Nature Museum Replumbing Project; Amend the FY2026-2027 Measure Y Special Revenue Fund 801 Budget to appropriate \$15,000.00 of unassigned reserve funds to accommodate the revised project costs for a total project budget of \$75,000.00, as identified in Exhibit A; Award construction contract to the next lowest responsive and responsible bidder, Preferred General Services, in the amount of \$56,452.33 for the Hi-Desert Nature Museum Replumbing Project; Authorize construction, construction contingencies, and inspection costs in the total amount of \$15,000.00; and Authorize the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager or designee to expend contingency funds, if necessary, for project completion.

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

14. Revised Resolutions for the Annual Street & Drainage and Landscape & Lighting Assessment Districts, Ordering the Levy and Collection of Assessments for Fiscal Year 2026-2027

Motion:

Adopt the revised Resolutions 26-27, 26-28, and 26-29, approving and confirming the assessment diagrams and confirming the assessments as set forth in the Engineer's reports for Landscaping & Lighting Maintenance Districts and Street & Drainage Maintenance Districts within the existing Districts for the 2026-2027 tax year and authorize the levy of assessment upon real property as identified in the Engineer's Reports.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

15. Approval of a Memorandum of Understanding between the Town of Yucca Valley and the San Bernardino County Fire District

Motion:

Approve the Memorandum of Understanding between the Town of Yucca Valley and the San Bernardino County Fire Protection District providing shared use of designated areas at the existing Fire Station 41 site located at 57201 29 Palms Highway in Yucca Valley.

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

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

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

Department Reports

16. Community Engagement and Homeless Services Program Update

Community Engagement and Homeless Services Coordinator Nicholson presented an update on the Town's homeless services and community engagement programs.

Mayor Abel opened public comments.

A resident inquired about opportunities to volunteer. Melodie Chambers discussed donations of jackets and clothing to assist unhoused residents.

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

The Mayor requested that information regarding donation opportunities and a link to donate be added to the Town's website.

Councilmembers expressed appreciation for the report and the organization of the programs, including recognition of the McKinney-Vento program and the number of children served. The Mayor requested additional information regarding the protocols used to identify and assist individuals experiencing homelessness.

Community Engagement and Homeless Services Coordinator Nicholson discussed the process for identifying encampments, determining needed services, and coordinating with Quality of Life staff to determine appropriate follow-up.

The Mayor thanked the Town Manager for bringing the information forward and emphasized the importance of providing compassionate services, resources, and support to local residents experiencing homelessness.

Council requested that benchmarks be developed to help measure program success, including outcomes such as individuals rehoused and those connected with medical services.

The Town Council received and filed the report. No motion was made.

17. Off-Highway Vehicle Public Safety Update

Town Manager Yakimow introduced Sergeant Daniel Berumen, who introduced Deputy Alex Camacho. Deputy Camacho provided an update on OHV enforcement efforts, including proactive patrols, citations, arrests, and vehicle tows throughout the Morongo Basin.

Mayor Abel opened public comments.

Members of the public Alison Bonanzi, Jim Foote, Sharon Motley, Debbie Smith, Steve Amador, and Cheryl Novak expressed concerns regarding OHV activity, speeding, illegal riding, fireworks, and potential fire hazards near residential areas. Speakers also discussed the need for increased enforcement, education, parent accountability, and coordination with property owners and other agencies.

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

Councilmembers thanked Deputy Camacho and the Sheriff's Department for their efforts and discussed enforcement strategies, community education, school outreach, and additional resources.

The Town Council received and filed the report. No motion was made.

18. Fall/Winter 2026-27 Planned Programs - Community Services Dept

Community Services Manager Earnest introduced staff who presented highlights of the Fall/Winter 2026-27 programs and activities.

Museum Supervisor Hildebrand presented upcoming exhibits and events; Special Events Coordinator Tommie Jones presented special events; Sports and Wellness Manager Kusmieruk presented sports and wellness activities; Administrative Assistant Cuna presented enrichment classes; and Recreation Coordinator McCullough presented senior programs and events.

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

Councilmember Schooler expressed appreciation for the report and the Community Services staff.

Council discussed a constituent inquiry regarding sculptures by Frank Barsky and the possibility of displaying or placing the artwork on loan. Staff noted that size and weight would be factors and that the Public Art Program may also be an option. Staff also discussed incorporating local residents into upcoming programs.

The Town Council received and filed the report. No motion was made.

19. November 2026 General Municipal Election – Certification of Nominees and Election Options

Town Clerk Dudra presented the item regarding certification of nominees and election options for the November 2026 General Municipal Election, noting that the recommended option would save the Town approximately \$30,000.

Mayor Abel opened public comments.

Erin Gatlin spoke in opposition to the proposed resolution, expressing concerns regarding voter participation, write-in candidates, and the right to vote.

Melody Chambers spoke in support of not holding the election, citing the potential \$30,000 cost savings to the community.

A resident spoke regarding voting rights and the ability of voters to participate through write-in candidates.

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

The Mayor and Council discussed voter participation, write-in candidates, district elections, and the estimated \$30,000 cost savings. Council expressed support for the

recommended option, noting the lack of a contested race in the districts and the challenges of district-based elections in a small community following State requirements.

Motion:

Adopt Resolution 26-26, canceling the General Municipal Election for the Town of Yucca Valley for Town Council Districts 1 and 3, and providing for the appointment of the sole nominees to the offices of Town Council Member for Jim Schooler, District 1 and Merl Abel, District 3, at the General Municipal Election on Tuesday, November 3, 2026.

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

Mover: Council Member Jeff Drozd

Second: Council Member Robert Lombardo

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

Future Agenda Items

Councilmember Lombardo requested information regarding the process, requirements, and considerations for potentially transitioning from district-based elections to at-large elections.

Councilmember Lombardo also requested that staff review the Town's current cannabis regulations, including the potential for allowing cannabis delivery of both medical and non-medical products. Discussion included potential economic and sales tax impacts, competition from surrounding jurisdictions, local employment opportunities, and the timing of any potential regulatory changes.

The Mayor requested that staff prioritize the requested items for future consideration.

Public Comments

Mayor Abel opened public comments.

Robert Hark, Yucca Valley, requested that staff consider preparing the softball field on Wednesday evenings in addition to the existing Tuesday and Thursday preparation schedule and offered to volunteer.

Melodie Chambers, Yucca Valley, spoke regarding space rent increases at Gates of Spain and expressed concerns about the impact of the increases on residents. She requested consideration of rent control measures for mobile home parks.

Krista Wargo spoke regarding illegal fireworks, wildfire concerns, property insurance rates, enforcement, and public education. She requested information regarding citations and fines related to illegal fireworks.

Caroline Haven, Morongo Valley, spoke regarding potential future discussion of rodeo activities and requested consideration of prohibiting certain equipment and practices used in rodeo events.

Cheryl Contopolis spoke regarding the Town's Animal Shelter and encouraged increased publicity and community awareness of the shelter. She thanked the Council and staff for their efforts.

Brenda Calvillo spoke regarding equipment used in rodeo events and requested that the Town research potential regulations or prohibitions.

Corbett Brattin, Cathedral City, read a letter from Buggy Larson regarding the treatment of animals in rodeo events and expressed concerns regarding animal welfare.

Michelle Walsh, Palm Springs, spoke regarding a rodeo event involving mutton busting and expressed concerns regarding safety and potential liability.

The Mayor thanked the speakers for their comments and participation.

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

Staff Reports and Comments

Sergeant Berumen thanked the Mayor and Jessica Rice for their assistance with grant applications on behalf of the Town and noted the recent purchase of an OHV motorcycle. He also provided an update on the "Shop with a Cop" event held August 1, where selected children received approximately \$10,000 in back-to-school supplies. He thanked the Town and Walmart for their support and noted that another event is planned for December.

Town Manager Yakimow stated that he would be reaching out regarding scheduling the upcoming ribbon cutting for the Community Center Pickleball Courts.

Town Manager Yakimow provided an update on the legislative session and recent amendments affecting existing single-family residences and the Town's delegated authority. He thanked Assemblymember Wallis and Senator Ochoa Bogh for their efforts and noted that the Town is submitting comments regarding the legislation and monitoring potential urgency legislation expected to be considered in the coming weeks.

Mayor and Council Member Reports and Comments

Councilmember Denison expressed appreciation for continued efforts related to the Western Joshua Tree and thanked members of the public for sharing their concerns. He congratulated the Tri-Valley Little League team and thanked the JT Sportsman's Club for its donation to the

Animal Shelter.

Councilmember Drozd commented on the variety of presentations and public comments and thanked residents for participating.

Councilmember Lombardo congratulated and thanked the local softball team and expressed appreciation for community participation. He thanked the Sheriff's Department for its OHV enforcement efforts and emphasized the importance of education. He also encouraged support for the Animal Shelter and reminded residents that school is back in session.

Mayor Pro Tem Schooler provided an update from the Animal Shelter Subcommittee meeting, noting positive shelter statistics, staff training, volunteer efforts, and continued community partnerships. She announced the next Subcommittee meeting for September 17 and congratulated the softball team. She also noted the upcoming December Shop with a Cop event.

Councilmember Drozd thanked Susan and Cheryl for their volunteer efforts.

The Mayor encouraged residents to participate in the Town's volunteer programs and spoke regarding services for unhoused residents and the importance of protecting seniors. The Mayor thanked the Sheriff's Department for its service and noted the community's appreciation for contract law enforcement services.

Announcements

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, September 1, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

Mayor Abel adjourned the regular meeting to closed session at 08:07 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: August 4, 2026

Meeting Date: September 1, 2026

Subject: Administrative Policy update - Claims Against the Town

Recommendation:

That the Town Council approves this review and summary of the revision of the Town's Administrative Policy.

Prior Review:

The last Town Council review on this item was at the March 3, 2003, Town Council meeting.

Discussion:

Administrative Policies and Procedures are important to the Town as they provide an objective set of rules by which the Town operates. Policies and procedures also help establish the legitimacy of management action by ensuring the application of these rules and decisions are done in an objective, fair and consistent manner.

Throughout the years, policies have been created and implemented as the need for them are identified. It is important to periodically review, and if necessary, update the Administrative Policies and Procedures to ensure that the information is current with federal, state, and local laws. Since the last Council review, Staff has worked on updating and creating new policies to minimize risk exposure to the Town.

The policy for review with this report is:

Claims Against the Town

Staff recommendation is that the Town Council approve the revised Claims Against the Town policy. Staff will continue with the update on existing policies and review what additional policies need to be introduced and implemented.

Alternatives

None

Fiscal Impact:

None

Attachments

1. Claims against the Town 09012026
2. Claim Process Flow Chart

TOWN OF YUCCA VALLEY CLAIMS AGAINST THE TOWN POLICY STATEMENT

General Subject:

Claims Against the Town

Policy Number: 2 - 2

Date Issued: March 3, 2003

Revised Date: [September 1, 2026](#)

Town Manager Signature

PURPOSE:

To develop an orderly and consistent procedure for processing claims against the Town of Yucca Valley. This procedure will ensure that the Town's legal rights are protected.

AUTHORITY:

Section 2.08.050 of the Town of Yucca Valley Municipal Code establishes the powers and duties of the Town Manager.

APPLICABILITY:

This policy is applicable to all Town departments.

POLICY:

Public entities in the State of California enjoy certain procedural rights before they can be sued for claims arising under the California Government Tort Claims Act. ~~With certain expectations, (i.e. inverse condemnations and employment discrimination) claimants must file the claim with the entity prior to filing a lawsuit.~~ Except where another statute or regulation provides otherwise, claims for money or damages must be presented to the Town before a lawsuit is filed (YVMC § 3.16.010; Gov. Code §§ 905, 935. The time period for filing claims is six months or one year, depending on the nature of the claim, after the event or date on which the claimant became aware of a possible cause of action against the public entity. If the public entity handles the claim in a timely manner, the claimant then has a limited six-month period in which to bring suit.

PROCEDURE:

Receipt of Claim: The Town Clerk will receive all claims. The claim should be on the Town's official form, however, a claim is not rejected if in another form. A claim can be any document that presents a claim for monetary damages and if not satisfactorily resolved will result in a lawsuit. Claims can be submitted by personal delivery or by certified/registered mail.

Log of Claim: The Town Clerk will log in receipt of any claim and stamp the claim with the time and date received.

Forwarding: The Town Clerk retains a logged copy of the claim and forwards to the Human Resources and Risk Manager.

Review: The Human Resources ~~and~~/Risk Manager, or a duly appointed individual, will review the claim for timeliness and sufficiency.

- Timeliness: Claims presented under the California Tort Claims Act must be presented within six months for claims of ~~property damage or personal injury, death, injury to a person, injury to personal property, or injury to growing crops. (Gov. Code § 911.2)~~– The time limit to bring claims which relate to all other causes is within one year from being aware of cause of action. If the claim is not timely, a notice of *Return of Untimely Claim* must accompany the returned claim. Such notice must be delivered within 45 days of receipt of untimely claim. Claimant may then present an *Application to Present Late Claim* within one-year from original claim date. The Town has 45 days to accept or reject the Application to Present Late Claim on its merits; the application is deemed rejected if no further action is taken by the Town.
- Completeness: The Human Resources ~~and~~/Risk Manager or duly appointed individual will review for sufficiency to ensure the claim contains the following:
 - 1) Name and mailing address of claimant;
 - 2) Post office address claimant desires communications to be sent;
 - 3) The date, place and other circumstances of the occurrence or transaction which gave rise to the claim;
 - 4) A general description of the indebtedness, obligation, injury, damage, or loss – so far as known;
 - 5) The amount claimed, if known, and If the amount is less than \$10,000.00, the claimant should provide the amount claimed and how it was calculated. (Gov. Code § 910(f).)
 - 5)6) If the amount is over \$10,000.00, the claimant is required to state whether the claim would be limited to a civic case (Gov. Code § 910(f).)
 - 6)7) The name(s) of Town employee(s) causing injury, if known.
 - 7)8) The signature of the claimant or representative.

If the claim is ~~not sufficient~~ determined to be insufficient, a *Notice of Insufficiency* must be issued to the claimant within 20 days of receipt, clearly identifying the specific defects or omissions. ~~stating specifically the defects or omission in the claim must be sent to the claimant within 20 days of receipt of the claim.~~ The Town Council may not take action on the claim for a period of 15 days after such notice is given. Claimant may submit a revised claim to cure the deficiencies during the original filing period.

Depending on the type of claim, the Human Resources/Risk Manager will collect detailed information related to the subject of the claim and send to the Town's TPA to review.

- Settlement Procedures: If claim is both timely and sufficient, the Human Resources and Risk Manager will confer with the Town Manager and the Town's JPA and TPA to decide what procedure the claim will be settled under.
 - 1) Quick Settlement Procedure: This procedure will be used for claims under \$50,000.00 that are meritorious, and the amount claimed is deemed reasonable or when a delay in a possible meritorious and reasonable claim would result in an escalation of the amount of the claim. In settlement of a claim under this paragraph, the Human Resources/~~and~~ Risk Manager will prepare a memorandum for signature by the Town Manager, requesting the Finance Manager to issue a check for the agreed upon settlement. The Human Resources/~~and~~ Risk Manager will also arrange for the claimant to execute a *Release in Full of All Rights and Claims*. Following this execution, the claimant will be issued the warrant, and a copy of the transaction will be filed with the Town's JPA, California Intergovernmental Risk Authority (CIRA) and the general liability third part administrator (TPA).
 - 2) Normal Settlement Procedure: Claims that are not within the quick settlement process will be referred to the Town's joint powers insurance authority JPA and TPA for review and comment. The Town's Adjuster will refer the claim to the Human Resources/~~and~~ Risk Manager, and a recommendation may be made to the legislative body for the claim to be rejected. Following the Town Council rejection of the claim, the Human Resources and Risk Manager TPA will send a *Rejection of Claim* form to the claimant. This must be done within 45 days of receipt of the claim. If no action is taken on the claim within 45 days, the claim is deemed rejected by operation of law.
 - a) If after investigation the Town's JPA joint powers authority and TPA recommends settlement, the settlement will be approved by the Town Manager or the legislative body. The Town Manager or designee designated in writing, has the authority to compromise, settle or deny claims up to \$50,000.00. Following Town Manager or Council approval, the Human Resources and Risk Manager will arrange for payment and for the claimant to sign a *Release in Full of All Rights and Claims* form.
 - b) Claims that are litigated will be the responsibility of the Town's JPA joint powers authority and TPA and the Human Resources/~~and~~ Risk Manager will be provided procedural guidance for settlement by the Town's JPA joint powers authority and TPA.

- c) Notice of all claims settled will be forwarded to the Town's [JPA joint powers authority](#) and TPA regardless of participation in the settlement process.

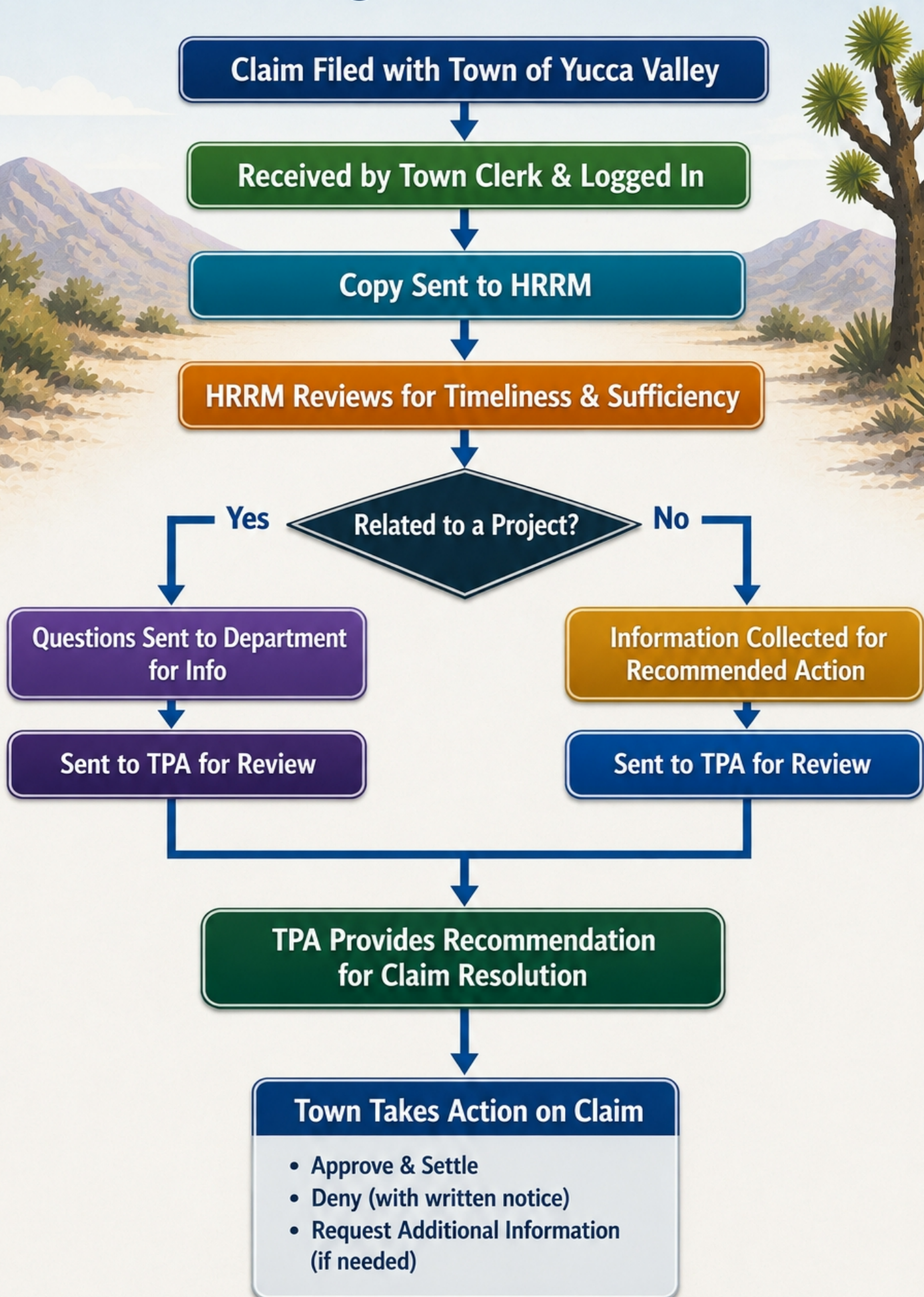
APPROVAL, REVISION & CANCELLATION:

All revision requests will be forwarded to the Town Manager via your supervisor.

Attachment: [Town of Yucca Valley Claim for Damages Form Flowchart](#)

DRAFT

Claim Handling Process – Town of Yucca Valley



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



To: Town Council

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

Date: August 18, 2026

Meeting Date: September 1, 2026

Subject: Town 2026 & 2027 Holiday Decorations - Shine Creations Agreement

Recommendation:

That the Town Council approve a two-year agreement with Shine Creations to provide Town holiday decorations for 2026 and 2027 and direct the Town Manager to sign the agreement on its behalf.

Prior Review:

No prior review has been presented.

Discussion:

In September 2021, the Town Staff engaged the services of The Christmas Kings to lease, install, and remove a Christmas tree display at the Branch Library for the year-end Holiday Season.

Since that time, The Christmas Kings provided the Town's Christmas tree displays.

With the tree display's move to Founders Plaza, some residents commented on missing the display at the Library.

In response, the Staff felt that everyone would benefit from the holiday cheer of decorative displays at three locations: the Branch Library (Ornament display), Founders Plaza (Christmas Tree display), and the Park N Ride (Wrapped gift boxes display). The staff negotiated a two-year agreement at \$33,000.00/year and a two-year total of \$66,000.00 with Shine Creations, which has taken The Christmas Kings under their brand.

Attached is the agreement for review and examples of the decorations planned for the 2026 Holiday Season.

Alternatives

Return to a single Christmas Tree display.

Fiscal Impact:

This two-year agreement for a total of \$66,000 is accommodated by the Adopted FY2026-2028 General Fund Budget.

Attachments

1. Display Sheets holiday decorations
2. 2026-2028 Shine Contract - Yucca Valley Xmas D



THE TOWN OF YUCCA VALLEY

FOUNDERS PLAZA

📍 55762 29 PALMS HWY

TREE DISPLAY



32' DECORATED FRAME TREE



WARM WHITE LIGHTS
AND A **4'** STARBURST TOPPER



CREATING BRIGHTER MOMENTS. **TOGETHER.**





THE TOWN OF YUCCA VALLEY

CORNER DISPLAY OPTION

DISPLAY DETAILS



3D NARROW ORNAMENTS

○ WHITE @ 7'

● GREEN @ 4'

● RED @ 4'

CORNER DISPLAY OPTION
PRICE POINT

\$3,000





THE TOWN OF
YUCCA VALLEY

CORNER DISPLAY ALTERNATE OPTION

DISPLAY DETAILS



8' H GIFT BOX
WITH ANIMATED SPIRES



(2) 4' H GOLDEN GIFT BOXES
ONE ON EACH SIDE



ANIMATED SPIRES
WITH GOLD ACCENTS

CORNER DISPLAY
ALTERNATE OPTION

\$5,000





Shine Creations Terms & Customer Acknowledgment & CONTRACT

By signing below, Customer acknowledges and agrees to the following terms related to the purchase and/or lease of products and or services from Shine Creations.

This Agreement ("Agreement") is entered into by and between **Shine Creations LLC**, a Delaware limited liability company ("Contractor"), and the undersigned ("Client"), collectively referred to as the "Parties," for the purchase, lease, or provision of products, installation, removal, and related services for seasonal décor or any one or combination there listed above.

DATE OF AGREEMENT: 08/14/2026

INVOICE #: 2026 - TYV - FULL

CONTRACT YEARS: 2026-2027, 2027-2028, Client option to extend

CONTRACT VALUE PER YEAR: \$33,000.00

1. TERM OF AGREEMENT

This Agreement, together with the associated presentations of scope of work, Invoice or Estimate, constitutes the complete and exclusive contract between the Parties and supersedes all prior discussions, proposals, negotiations, and understandings, whether oral or written, related to the subject matter herein. The effective term of this Agreement shall commence on the date the Client approves the Estimate or Invoice, regardless of when this Agreement is physically signed, and shall remain in force through **January 31** of the year immediately following the date of installation. For multi-year contracts, the term shall run from the date of the first accepted proposal through **January 31** of the final contracting year. All terms herein shall apply to each contracted year unless superseded by a separate written agreement executed by both Parties.

2. PAYMENT TERMS

All payments shall be made in accordance with the specific service category contracted:

- **Product Sales:** The Client shall pay a deposit equal to fifty percent (50%) of the total contract value upon execution of this Agreement. The remaining balance shall be due in full prior to the release or shipment of any products. Proof of readiness for shipment will be provided to the Client before the balance payment is requested.
- **Service Contracts (Product Leasing):** The Client shall pay a deposit of fifty percent (50%) of the total contract value upon execution of this Agreement, twenty-five percent (25%) upon completion of installation, and the remaining twenty-five percent (25%) upon completion of removal.
- **Labor-Only Services:** The Client shall pay twenty-five percent (25%) of the total contract value at the time of execution of this Agreement to secure scheduling and resources, twenty-five percent (25%) no later than the date of crew arrival for installation, twenty-five percent (25%) upon completion of installation, and the final twenty-five percent (25%) upon completion of removal.

Payment Terms and Late Fee Policy

Unless otherwise agreed to in writing, all invoices are due Net 15 from the date of issuance. Accepted payment methods include ACH wire transfer, check, and credit card. Credit card payments are subject to a three percent (3%) processing fee.

Any invoice not paid within thirty (30) days after the due date shall be considered delinquent. Delinquent balances will incur the following escalating late fees:

- **30 Days Past Due:** A late fee equal to ten percent (10%) of the outstanding balance will be applied.
- **60 Days Past Due:** An additional fifteen percent (10%) late fee will be applied to the then-current outstanding balance (inclusive of prior late fees).
- **90 Days Past Due:** An additional twenty percent (10%) late fee will be applied to the then-current outstanding balance (inclusive of all prior fees), and the account will be deemed in default.

All late fees are cumulative and compound based on the outstanding balance at each stage.

Accounts that remain unpaid beyond ninety (90) days past due may, at Company's sole discretion, be referred to a third-party collections agency. In such an event, Client agrees to be responsible for all costs of collection, including but not limited to collection agency fees,

attorney's fees, court costs, and any other expenses incurred in recovering the outstanding balance.

Company reserves the right to suspend services, withhold deliverables, or terminate ongoing work on any account with a past due balance until payment is brought current.

2a. DEFAULT AND REMEDIES

If the Client fails to make timely payment, denies reasonable site access, or otherwise breaches this Agreement, Contractor may, upon written notice, suspend further performance until the default is cured. If the default is not cured within ten (10) days of notice, Contractor may terminate this Agreement, remove installed décor and materials, and recover all unpaid amounts, plus reasonable costs of removal, storage, and collection, including attorney's fees.

3. DEPOSITS AND CANCELLATION POLICY

All deposits are considered non-refundable unless expressly stated otherwise in this Agreement or unless Contractor, in its sole discretion, determines otherwise based on manufacturing progress, resale potential of ordered products, and other project-specific considerations.

In the event of Client cancellation more than thirty (30) days prior to the scheduled installation date, the Client shall forfeit twenty-five percent (25%) of the total invoice amount as a cancellation fee. Cancellations within thirty (30) days of installation shall obligate the Client to pay fifty percent (50%) of the total invoice amount. Where custom décor has been ordered or manufactured specifically for the Client's project, the Client shall be responsible for one hundred percent (100%) of the cost of such décor. For labor-only services, cancellation without cause—meaning without a substantiated claim of non-performance, property damage, or other contractual breach—shall not entitle the Client to any refund, and the forfeiture of deposits shall be at the Contractor's sole discretion.

4. SCOPE OF WORK

The Contractor shall perform installation, maintenance, and removal of seasonal décor in accordance with the detailed scope of work described in the presentation, Invoice or Estimate. Installation of non-daytime décor elements such as tree lighting, rooflines, and similar features in most cases will be completed prior to **November 1**, but such elements will remain unlit until the lighting commencement date designated by the Client. The Contractor retains sole discretion regarding installation methods and shall not be held liable for delays or deficiencies arising from electrical faults, inadequate power supply, or other site conditions beyond its control.

During the contracted display period, the Contractor will respond to service calls reported in writing within twenty-four (24) to forty-eight (48) hours, depending on severity and location. Removal of all décor shall occur between **December 26** and **January 31**, with early or late removals accommodated only on a first-come, first-served basis and subject to additional charges where applicable.

The above scheduling time frame holds true unless the contractor and client have agreed to specific dates for install and strike. Or if service calls have been omitted or adjusted in the agreement.

5. CHANGE ORDERS AND ADDITIONAL WORK

Any request by the Client for work, services, materials, or alterations that are outside the original Scope of Work described in the Invoice or Estimate shall be deemed a change in scope and must be documented through a written change order signed by both Parties prior to commencement of such work. Change orders shall describe the additional or revised work, any associated adjustments to the project schedule, and the additional costs or credits to be applied. The Contractor shall have no obligation to perform any work outside the original Scope of Work without an executed change order, and the Client acknowledges that any delays in approving change orders may impact installation schedules, delivery dates, or completion timelines. All change order charges are due and payable in accordance with the payment terms stated in this Agreement unless otherwise specified in the change order.

6. CONCEPTUAL RENDERINGS AND DESIGN VARIATIONS

The Client acknowledges that any renderings, illustrations, photographs, or written descriptions provided by Shine Creations LLC ("Contractor") in connection with the proposed décor are conceptual in nature and are intended solely to convey the general design intent, style, and thematic elements of the project. While Contractor will use commercially reasonable efforts to produce décor that closely resembles such renderings and descriptions, the Client understands and agrees that variations in color, scale, texture, materials, lighting effects, and other aesthetic details may occur due to manufacturing methods, material availability, environmental conditions, and site-specific factors. Such variations shall not constitute a breach of this Agreement, provided that the décor as installed is consistent in overall theme, quality, and function with the approved design intent.

7. CLIENT RESPONSIBILITIES

The Client shall ensure that adequate, functioning electrical outlets are available at each installation location. Outlets should have protective in-use covers ("bubble covers") to reduce the risk of moisture intrusion. The Client shall attempt to reset tripped GFCIs before requesting service; if excessive service calls results from a Client-related power issue the service calls may be subject to a charge but the contractor will inform and advise of the client related power issue before a charge would occur,

The Client shall ensure that any sprinkler systems in the vicinity of installed décor operate only during hours when the décor is unlit and shall allow a minimum of four (4) hours dry time prior to the evening activation of lighting displays. The Client shall be responsible for trimming trees as necessary to facilitate installation quality and coverage.

8. OWNERSHIP OF MATERIALS

Unless otherwise expressly stated in the Invoice as a purchase or lease-to-own arrangement, all décor and materials provided remain the sole property of the Contractor and are supplied on a rental basis. Title to purchased products transfers to the Client only upon full payment of all amounts due. The Client shall exercise reasonable care to safeguard all rented materials from damage or loss during the rental period.

9. INTELLECTUAL PROPERTY AND MARKETING RIGHTS

All designs, renderings, drawings, photographs, concepts, layouts, lighting programs, material specifications, and other creative works produced or provided by Shine Creations LLC ("Contractor") in connection with this Agreement, whether in digital, printed, or physical form, are and shall remain the sole property of the Contractor unless expressly transferred in writing. The Client is granted a limited, non-exclusive license to use such materials solely for purposes of reviewing, approving, and displaying the décor created under this Agreement, and not for replication, reproduction, or use in future projects without the Contractor's prior written consent. Client is not to share renderings, presentations invoices or other details provided by the contractor outside of their organization unless approved.

The Client grants the Contractor an irrevocable, royalty-free license to photograph, record, and otherwise document the completed décor and to use such images, videos, and recordings, including the Client's name and location, for marketing, portfolio, social media, award submissions, and promotional purposes without further permission, provided that such use does not disclose any confidential or proprietary information of the Client.

10. TARIFF PRICING ADJUSTMENT

Due to fluctuations in international trade tariffs beyond Contractor's control, Contractor reserves the right to pass through to the Client any tariff-related increases exceeding fifty percent (50%) above baseline costs for all products purchased. Any tariff increase above this threshold shall be discussed with the Client on a case-by-case basis. Where tariff costs make a project financially impracticable for the Client, deposits may be applied toward goods already procured, with storage options discussed depending on available capacity and project timelines. The above stated does not apply for rental programs

11. MATERIAL AND DÉCOR SUBSTITUTIONS

The Client acknowledges and agrees that certain décor items, materials, or components specified in the approved design may become unavailable prior to or during production, delivery, or installation due to circumstances beyond the reasonable control of Shine Creations LLC ("Contractor"), including but not limited to manufacturer discontinuation, raw material shortages, supplier delays, third-party shipping damage, loss or theft in transit, vandalism, fire, acts of God, or manufacturing defects. In such cases, the Contractor reserves the right to substitute items of comparable style, quality, and function in order to fulfill the design intent and project requirements. Where possible, the Contractor will notify the Client in writing of any necessary substitutions prior to implementation; however, if time-sensitive deadlines or production constraints require immediate action, the Contractor may proceed with such substitutions in the interest of meeting the agreed installation schedule. Such substitutions shall not constitute a breach of this Agreement, provided they are consistent with the overall design intent and quality standards originally approved by the Client.

12. WARRANTY TERMS

Metal frame décor products and similar structures are warranted for a period of three (3) years from the date of delivery against manufacturing defects. Warranty coverage is limited to the replacement of defective items and does not extend to normal wear and tear, misuse, vandalism, acts of God, improper storage, or improper handling. Décor is intended for temporary seasonal use, not exceeding three (3) months per calendar year.

Labor and shipping costs related to warranty claims shall be assessed on a case-by-case basis.

13. THIRD-PARTY SHIPPING DISCLAIMER

When delivery involves third-party carriers, the Contractor shall not be responsible for any damage, loss, mishandling, or delays once the product has been released to the carrier. The Client agrees to pursue any related claims directly with the carrier.

14. FORCE MAJEURE

The Contractor shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, severe weather, pandemics, governmental restrictions, labor disputes, transportation delays, material shortages, or supplier failures.

Installation Standards and Weather-Related Risk

Contractor shall perform all installation, anchoring, rigging, and securing of décor in accordance with commercially reasonable industry standards and best practices commonly accepted within the seasonal décor and event installation industry. All methods of attachment, weighting, and structural support shall be determined at Contractor's sole discretion based on site conditions, equipment, and design requirements.

Client acknowledges that outdoor décor installations are inherently subject to environmental conditions beyond Contractor's control, including but not limited to high winds, storms, precipitation, temperature fluctuations, ground saturation, and other acts of God. While Contractor takes reasonable precautions to secure all installations, Contractor does not guarantee that décor will withstand all weather conditions or unforeseen environmental events.

Accordingly, Contractor shall not be liable for any damage to décor, property, or persons resulting from weather events, acts of God, or other conditions beyond Contractor's reasonable control, including but not limited to shifting, loosening, failure, or displacement of installed décor. Any repair, replacement, reinstallation, or service required as a result of such events shall be rectified as soon as possible when the weather conditions are safe to perform the work. If décor is damaged beyond repair, replacement or substitution will be evaluated on a case by case basis.

15. INSURANCE

The Contractor shall maintain, at its own expense, Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The Contractor shall also maintain Automobile Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000), including coverage for owned, non-owned, and hired (rented or leased) vehicles and equipment. In addition, the

Contractor shall carry Workers' Compensation Insurance in compliance with all applicable statutory requirements.

Certificates of insurance evidencing the required coverage shall be provided upon request.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Client shall indemnify, defend, and hold harmless the Contractor, its officers, employees, volunteers, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the Client's negligence, willful misconduct, or breach of this Agreement.

16a. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Contractor's total liability to the Client for any and all claims, losses, damages, or expenses arising out of or related to this Agreement shall not exceed the total amount paid by the Client to the Contractor under this Agreement, or the limits of Contractor's applicable insurance coverage, whichever is greater. In no event shall the Contractor be liable for consequential, incidental, special, punitive, or indirect damages, including but not limited to lost profits, loss of use, or loss of business opportunity.

17. DISPUTE RESOLUTION

In the event of any dispute, controversy, or claim arising from or relating to this Agreement, the Parties agree to first attempt to resolve the matter through mediation conducted in **Williamson County, Tennessee**. If the matter remains unresolved after ninety (90) days, the dispute shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The Parties hereby waive their right to a trial by jury in any proceeding related to this Agreement.

18. USE OF SUBCONTRACTORS

The Client acknowledges and agrees that, in certain circumstances, Shine Creations LLC ("Contractor") may engage independent contractors, subcontractors, or other third-party service providers ("Subcontractors") to perform portions of the work or services described in this Agreement. Contractor shall remain solely responsible for the management, supervision, and quality of all work performed by any Subcontractors. All Subcontractors engaged by Contractor shall be required to maintain insurance coverage meeting or exceeding the requirements set

forth in this Agreement and to comply with all applicable laws, regulations, and safety standards. The use of Subcontractors shall not relieve Contractor of its contractual obligations to the Client, and Contractor shall be fully liable for the acts, errors, and omissions of any Subcontractor to the same extent as if such work were performed directly by Contractor.

19. Hazardous Conditions and Unsafe Site Clause

If at any time during installation, service, or removal, Shine Creations LLC ("Contractor") determines that any portion of the Client's property, grounds, electrical system, or prevailing weather conditions create an unsafe working environment, or that such conditions prevent the safe placement or operation of a décor element in the intended location, Contractor will immediately notify the Client of the issue. Upon notification, the Client shall promptly take all necessary steps to remedy the condition so as not to cause delay in the project schedule.

If the unsafe condition cannot be remedied within a reasonable timeframe, the Parties will work together in good faith to identify an alternate safe location for the décor element. If no suitable alternative location is available or agreed upon, the Contractor reserves the right to remove the affected décor element from the scope of work. In such a case, the contract price will be adjusted only if the removed item represents a separately priced, non-rental purchase; rental items removed for safety reasons will not result in a refund. The contractor shall not be liable for delays, changes in design, or omissions from the scope that result from hazardous or unsafe site conditions.

19a. SITE ACCESS, APPROVALS, AND PERMITS

The Client shall provide the Contractor with timely and safe access to the property and all necessary work areas during regular and, if required, after-hours installation and removal periods. The Client is solely responsible for securing all permits, licenses, approvals, and authorizations required for installation and operation of décor, including but not limited to homeowner association (HOA) approvals, municipal permits, and code compliance, unless otherwise expressly stated in writing. Any delays caused by failure to provide site access or approvals shall entitle the Contractor to an equitable adjustment of schedule and costs.

19b. Contractor Standards: Communication, Safety, and Workmanship

Contractor shall perform all services under this Agreement in a professional and workmanlike manner consistent with generally accepted industry standards for seasonal décor installation, rigging, and related services.

19c. Communication.

Contractor shall maintain clear and timely communication with Client throughout the duration of the project. Contractor will make commercially reasonable efforts to notify Client of any material changes, delays, site conditions, or deviations from the approved scope of work or design intent. Where such changes materially impact cost, schedule, or overall design, Contractor will seek Client approval prior to proceeding, when reasonably practicable.

19d. Safety.

Contractor shall perform all work in compliance with applicable federal, state, and local safety laws, regulations, and industry standards. Contractor shall maintain responsibility for jobsite safety with respect to its personnel, equipment, and installation methods. Client acknowledges that certain installation activities may involve inherent risks, including work at heights, electrical connections, and the use of specialized equipment. Client agrees to provide a reasonably safe and accessible work environment and to keep non-essential personnel clear of active work areas during installation and removal.

19e. Workmanship. Contractor shall use commercially reasonable efforts to ensure that all décor is installed securely, functions as intended, and is consistent with the overall approved design concept. Minor variations in placement, materials, or appearance may occur due to site conditions, structural limitations, or environmental factors and shall not constitute a defect or breach of this Agreement, provided the overall design intent and quality standards are maintained.

20. NO DURESS

The Parties acknowledge and agree that this Agreement has been entered into voluntarily and without any form of duress, coercion, or undue influence. Each Party has had the opportunity to review the terms of this Agreement, seek independent legal counsel if desired, and fully understands the rights and obligations set forth herein. The execution of this Agreement constitutes a free and informed act by each Party, made with the intent to be legally bound by its terms.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. No amendment or modification shall be binding unless in writing and signed by both Parties.

22. CLIENT ACKNOWLEDGMENT

By signing below, the Client affirms they have read and understand the terms and conditions set forth herein, and that they are duly authorized to execute this Agreement on behalf of the Client entity.

Client Name: Town of Yucca Valley

Authorized Signature: _____

Date: _____

Shine Creations :

Mathew Kronquist : PRESIDENT

Authorized Signature:  _____

Date: 8/14/2026

**ALL INCLUSIONS AND EXCLUSIONS THAT ARE LISTED IN PRESENTATION
DOCUMENTS ARE ENFORCEABLE VIA THE SIGNATURES ON THIS CONTRACT AS PART
OF THE PRODUCTS AND SERVICES PROVIDED**

Shine Creations

7115 Southpoint Pkwy #5132
Brentwood, TN 37027
(951) 454-9777
Mat@ShineCreations.com



INVOICE

Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, Ca 92284
Victor Ledua
VLedua@yucca-valley.org

INVOICE 2026 - TYV - FULL
DATE 08/14/2026

QTY	DESCRIPTION	AMOUNT
	30' Tall Frame Christmas Tree - Traditional Ornament Package	\$25,000.00
	Ornament Display Option:	\$3,000.00
1	- 3D Narrow White Ornament - 7'H	
1	- 3D Narrow Green Ornament - 4'H	
1	- 3D Narrow Red Ornament - 4' H	
	Gift Box Display Option	\$5,000.00
1	- 3D Golden Gift Box with Animated Spires - 8'H	
2	- 3D Golden Gift Boxes - 4'H	

Pricing includes installation, Service, and Removal. All items supplied as a rental to the project.

Please make all checks payable to Shine Creations
Mail to: 7115 Southpoint Pkwy #5132, Brentwood, TN 37027

PROJECT TOTAL **\$33,000.00**

Accepted By

Accepted Date

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: August 19, 2026

Meeting Date: September 1, 2026

Subject: Ratification of Real Property Donation Agreement for APN 0595-162-08-0000 – San Bernardino County Fire Station 41

Recommendation:

Ratify 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 0595-162-08-0000 (Fire Station 41 site), which was previously approved with an incorrect Assessor’s Parcel Number; and

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.

Prior Review:

In accordance with the Surplus Lands Act, Government Code Sections 54220-54234, (the “Act”), on May, 2, 2025, the Yucca Valley Town Council adopted Resolution No. 25-11, and thereby declared the Property exempt surplus land pursuant to Section 54221(f)(1)(D). Pursuant to Section 54221 of the Act and the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (“HCD”), Resolution No. 25-11 was provided by the Town to HCD for its review and on June 5, 2025 HCD notified the Town that HCD found the Property qualifies as “exempt surplus land” under Section 54221(f)(1)(D) of the Act.

On June 16, 2026, the Town Council approved the Real Property Donation Agreement between the Town of Yucca Valley and the San Bernardino County Fire Protection District for the conveyance of the Fire Station 41 site. The agreement presented to the Town Council identified an incorrect Assessor’s Parcel Number (APN). The correct APN for the property is 0595-162-08-0000. The agreement is being brought back to the Town Council for ratification to reflect the correct APN.

Discussion:

The Town of Yucca Valley is the sole owner of approximately 0.86 acres of vacant land identified as APN 0595-162-08-0000. The property is intended for use as the site of San Bernardino County Fire Station 41, supporting emergency response and public safety services within the community.

San Bernardino County Fire Protection District (“County Fire”) has requested conveyance of the property to support development of fire protection infrastructure consistent with regional emergency response needs.

The proposed Real Property Donation Agreement provides for the transfer of Town-owned property at APN 0595-162-08-0000 to the San Bernardino County Fire Protection District for the future development of Fire Station 41.

The conveyance supports the expansion of critical emergency response services within the Town of Yucca Valley and surrounding region. The property will be used exclusively for fire protection and related public safety purposes, consistent with the intent of the donation.

The Agreement includes standard provisions to ensure the property is used for its intended public purpose, including a short-term use restriction and protections in the event the property is not developed or used as required. The agreement also allows the Fire District to complete due diligence activities necessary to prepare the site for development. The Town and Fire District continue to work towards a separate facility use agreement for the existing Station 41 property that is planned for redevelopment as a training and administration facility. The Town and District anticipate the agreement to be completed and presented to the Town Council by calendar year-end.

Overall, the proposed action facilitates a key public safety investment and supports long-term emergency response capacity in the community.

Alternatives

No alternatives are proposed. The recommended action is to ratify the previously approved Real Property Donation Agreement to reflect the correct APN.

Fiscal Impact:

There is no fiscal impact associated with the proposed ratification. The action corrects the APN identified in the previously approved Real Property Donation Agreement and does not change the terms or financial obligations of the agreement.

Attachments

1. Real Property Donation Agreement - Final

REAL PROPERTY DONATION AGREEMENT

This REAL PROPERTY DONATION AGREEMENT (“**Agreement**”) is entered into as of the date the last of the parties executes this Agreement (“**Effective Date**”), between **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (“DONEE”)**, a California fire protection district, and **TOWN OF YUCCA VALLEY**, a California general law municipality (the “**DONOR**”) and collectively the “**Parties**.”

R E C I T A L S

A. The DONOR is the sole owner of the fee simple interest in that certain real property, comprising a total of approximately 0.86 acres of vacant land, with an address of 7238 Joshua Lane in the Town of Yucca Valley, State of California (commonly known as Assessor’s Parcel Number 0595-162-08-0000), and more particularly described in the legal description attached hereto as Exhibit “A” (the “**Property**”).

B. The DONOR desires to voluntarily donate and convey the fee simple interest for the Property to the DONEE at no cost to the DONEE on the terms and conditions as more specifically set forth in this Agreement.

C. The DONEE desires to accept the donation of the Property from the DONOR on the terms and conditions as more specifically set forth in this Agreement.

D. The DONEE may accept the donation of this Property pursuant to Health and Safety Code Section 13861(b), Government Code Section 25355 and County Policy No. 06-01.

E. In accordance with the Surplus Lands Act, Government Code Sections 54220-54234, (the “**Act**”), on May, 2, 2025, the Yucca Valley Town Council adopted Resolution No. 25-11, and thereby declared the Property exempt surplus land pursuant to Section 54221(f)(1)(D).

F. Pursuant to Section 54221 of the Act and the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (“**HCD**”), Resolution No. 25-11 was provided by DONOR to HCD for its review and on June 5, 2025 HCD notified DONOR that HCD found the Property qualifies as “exempt surplus land” under Section 54221(f)(1)(D) of the Act.

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DONEE and DONOR agree as follows:

1. DONATION AND CONVEYANCE OF THE PROPERTY.

1.1 As of the Closing Date (defined in Section 2.1 below), DONOR donates to the DONEE, subject to those title exceptions approved by DONEE, all of City’s right, title, and interest to the Property. Subject to all of the terms, conditions, and provisions of this Agreement, the DONOR agrees to donate to DONEE, and DONEE agrees to accept from DONOR, the donation of the Property at no cost to the DONEE, provided that the conveyance is subject to the conditions set forth in this Section 1. In the event that, at any time during the twelve (12) month period immediately following the date the grant deed is recorded in the Official Records of San Bernardino County (“**Restricted Period**”), DONEE either: (i) commences the development of the Property for any purpose other than fire protection and emergency response; or (ii) transfers, leases, assigns,

or otherwise conveys the Property (or portions thereof) to a third party (other than to DONOR or to any entity under common control with DONEE) without the DONOR's prior written approval (collectively, "**Use Violation**"); then DONOR shall have the power to terminate the fee interest granted hereunder and to re-enter and take title to the Property, including any improvements thereon, without liability to DONEE for damages or losses of any kind including, but not limited to, any compensation or assistance for relocation other than those damages or losses caused by DONOR's negligence or intentional misconduct. Notwithstanding anything to the contrary in the foregoing, in the event of a Use Violation by DONEE during the Restricted Period, DONOR shall deliver written notice to DONEE of such violation in accordance with Section 6.1 below. If DONEE does not cure the Use Violation within thirty (30) days after DONEE's receipt of such DONOR notice, or if the nature of such violation is such that more than thirty (30) days is reasonably required to complete such cure and DONEE has not commenced a cure within said thirty (30) days and has not diligently completed its cure within ninety (90) days after DONEE's receipt of such DONOR notice, DONOR may exercise its power of termination as set forth herein. The interest created in DONOR by this paragraph shall be a "power of termination" as defined in California Civil Code Section 885.010. Following an uncured Use Violation by DONEE during the Restricted Period, DONOR may exercise this power of termination by delivering notice of termination in any manner permitted by law. In the event DONOR exercises its power of termination as set forth herein due to an uncured Use Violation by DONEE during the Restricted Period, DONOR shall take title to the Property free and clear of the use restrictions described herein. The foregoing power of the DONOR shall inure to the benefit of the successors and assigns of the DONOR, and the successors and assigns of the DONEE shall be subject thereto and bound thereby. Unless the DONOR has earlier exercised its power of termination in accordance with this Section 1.1, from and after the expiration date of the Restricted Period, the foregoing use restriction on the Property shall automatically be deemed null and void and without legal effect. Upon request of DONEE, DONOR shall quitclaim any interest in the Property due to the expiration of the Restricted Period, which shall survive the Closing Date.

1.2 DONEE and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**DONEE's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of reviewing title and conducting tests and inspections of the Property, including (but not limited to) surveys and architectural, engineering, geotechnical, and environmental inspections and tests (the "**Work**"). DONEE, at no cost to DONOR, shall repair any damage to and/or restore the Property to substantially its condition prior to the Work if and to the extent the need for such repair or restoration is caused by the Work authorized under this Agreement. DONEE hereby agrees that it shall indemnify, defend, and save harmless DONOR, including but not limited to DONOR's elected and appointed officials, officers, directors, employees, and agents (collectively, "**Indemnitees**") for any and all claims and losses arising out of the Work, including, but not limited to all demands, causes of action, and liabilities of every kind and nature whatsoever, to the extent caused by: (a) any breach of this Agreement by DONEE; (b) any negligent or wrongful acts or omissions of DONEE's Agents in connection with or arising out of the Work; and (c) personal injury, bodily injury, or property damage resulting from the negligence or willful misconduct of DONEE's agents in connection with the Work (collectively, "**Claims**"). The indemnification obligations of DONEE set forth in this Section shall survive any termination of this Agreement. The "Due Diligence Period" shall mean the forty-five (45) calendar day period following the Effective Date.

DONEE acknowledges and agrees that, as of the Closing Date: (i) DONEE is acquiring the Property in its "AS IS" condition, with all faults. DONEE acknowledges that through this Agreement it has been afforded the opportunity to make such inspections (or have such inspections made by consultants) as it desires of the Property and to obtain information regarding operative or

proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Property is or may be subject to at the Closing Date; (ii) DONEE acknowledges that it has or will independently and with the assistance of the DONEE's professional advisors and consultants undertake whatever non-invasive studies, tests, and investigations DONEE desires to conduct relating to the Property (including, without limitation, economic reviews, engineering analyses, environmental analyses, and analyses of the records of any governmental or quasi-governmental entity having jurisdiction over the Property); and (iii) DONEE is relying solely on its own investigation as to the Property and its value and is assuming the risk that adverse physical, economic, or other conditions may not have been revealed by such investigation.

Except for those terms and provisions that expressly survive the Closing Date, from and after the Closing Date, DONEE hereby completely releases and forever discharges DONOR, DONOR's elected and appointed officials, employees, agents, or any other person acting on behalf of DONOR, and DONOR's partners and owners (collectively, the **"Indemnitees"**) from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, **"Claims"**), arising from or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto (collectively, the **"Released Matters"**). In connection with such waiver and relinquishment, the DONEE acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is the DONEE's intention to fully, finally, and forever to settle and release all of the Released Matters in accordance with the provisions of this section, and the release set forth herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different Claims or facts. The foregoing release of Claims shall be binding on the DONEE and all subsequent owners, lessees, and other transferees of the Property.

In connection with this section, the DONEE expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

DONEE'S signatory's Initials: _____

2. CLOSING.

2.1 Closing Date. The Closing Date shall occur as soon as reasonably practicable, but in no event later than the date that is thirty (30) calendar days following the Effective Date (**"Closing Date"**). The term **"Closing"** shall mean the consummation of the transaction contemplated by this Agreement, including DONOR'S conveyance of the Property to DONEE.

2.2 Deliveries by DONOR. On or before 12:00 noon Pacific Time on the business day preceding the Closing Date, DONOR shall deliver to DONEE: (i) the Grant Deed in substantially the form attached hereto as Exhibit "B" (**"Grant Deed"**), executed and acknowledged by DONOR; and (ii) all other documents reasonably required to effectuate Closing pursuant to this Agreement.

2.3 Reserved.

2.4 Closing and Recording. On the Closing Date and provided all of DONEE'S Conditions to Closing set forth in this Agreement have been satisfied or waived in writing by the DONEE, DONEE shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County.

2.5 Intentionally omitted.

2.6 Payment of Costs and Title Insurance. DONEE agrees to pay any recording fees incurred in this transaction. DONOR and DONEE shall each be responsible for their respective attorneys' fees and costs for this Agreement. DONEE shall be solely responsible for payment of the cost of the title policy described in Section 2.8.2 (b) below.

2.7 Information Report. DONOR and DONEE agree to cooperate with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. DONOR and DONEE also agree that DONOR and DONEE, their respective employees and attorneys, and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither DONOR nor DONEE shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

2.8 Conditions to Close.

2.8.1. Conditions to DONOR's Obligations. In addition to any other condition set forth in this Agreement in favor of DONOR, DONOR shall have the right to condition its obligation to donate the Property to DONEE upon the satisfaction, or written waiver by DONOR, of the following condition precedent on the Closing Date or such earlier time as provided for herein (the "**DONOR Condition to Closing**"):

(a) *MOU.* DONOR and DONEE shall have entered into a Memorandum of Understanding setting forth DONOR's right to shared use of a portion of the DONEE's existing building located at 57201 29 Palms Outer Highway S, Yucca Valley, CA, as DONOR's emergency operations center, on terms mutually agreeable between the DONOR and the DONEE.

2.8.2. Conditions to DONEE'S Obligations. In addition to any other condition set forth in this Agreement in favor of DONEE, DONEE shall have the right to condition its obligation to accept the donation of the Property upon the satisfaction, or written waiver by DONEE, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**DONEE Conditions to Closing**"):

(a) *Reserved.*

(b) *Title Policy.* The Title Company selected by DONEE is unconditionally and irrevocably committed to issue to DONEE at Closing a CLTA standard coverage owner's title policy, or, upon DONEE'S request, an ALTA extended coverage owner's policy of title insurance (provided DONEE shall be responsible for any survey costs associated therewith and DONEE must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended

coverage at least ten (10) business days prior to the Closing Date and DONEE shall be responsible for the additional cost of the extended coverage), insuring DONEE'S title to the Property in the amount desired by DONEE, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under DONEE; (iv) items disclosed by the Survey and Title Report (including any supplements) and Approved Title Exceptions, or, if DONEE fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any Title Objections that neither DONOR nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). If endorsements are required to cure defects in title and DONOR has agreed to provide such endorsements as a means of curing such title defects, then DONOR shall pay for such endorsements.

(c) *Condition.* The Property shall be in substantially the same physical condition on the date of Closing as existed on the Effective Date. DONOR shall deliver full possession of the Property to DONEE but shall remove all personal property, trash and debris from the Property prior to the date of Closing.

(d) *Representations and Warranties.* All representations and warranties made by DONOR in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) *No Default.* DONOR shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

2.8.3. Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by DONEE or DONOR, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

2.8.4. Waiver. DONOR may at any time or times, at its election, waive the DONOR Condition to Closing set forth in Section 2.8.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by DONOR and delivered to DONEE. DONEE may at any time or times, at its election, waive any of the DONEE Conditions to Closing set forth in Section 2.8.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by DONEE and delivered to DONOR.

2.8.5. Termination. In the event that the DONOR Condition to Closing set forth in Section 2.8.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONOR pursuant to Section 2.8.4, DONOR may at its option terminate this Agreement, provided that if DONEE is in default under this Agreement such termination under this Agreement shall not release DONEE from liability for such default. In the event that each of the DONEE Conditions to Closing set forth in Section 2.8.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONEE pursuant to Section 2.8.4, DONEE may at its option terminate this Agreement, provided that if DONOR is in default under this Agreement such termination under this Agreement shall not release DONOR from liability for such default.

3. REPRESENTATIONS AND WARRANTIES.

3.1 DONOR'S Representations and Warranties. DONOR hereby makes the following representations and warranties to DONEE, each of which is material and relied upon by DONEE in making its determination to enter into this Agreement and shall survive the Closing Date:

(a) DONOR'S execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which DONOR is a party or by which it is bound.

(b) To the best of DONOR'S actual knowledge, without any duty of investigation or inquiry, there are no pending actions, suits, writs, injunctions, decrees, legal proceedings, or governmental investigations against the Property.

(c) DONOR has not received any notices and has no actual knowledge, without any duty of investigation or inquiry, of any violation of any laws, ordinances, rules, regulations, or requirements of any governmental agency, body, or subdivision affecting or relating to the Property.

(d) DONOR is the sole legal owner of the Property and has the right to donate the Property without the consent of any other person or entity.

4. RESERVED.

5. DEFAULTS.

5.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

5.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6. MISCELLANEOUS.

6.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable overnight courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To DONEE: San Bernardino County Fire Protection District
Real Estate Services Department
Attn: Terry Thompson, Director
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

To DONOR: Town of Yucca Valley
Attn: Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if delivered by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt if as disclosed on the return receipt if by mail. The parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

6.2 Relationship Between DONOR and DONEE. It is hereby acknowledged that the relationship between DONOR and DONEE is not that of a partnership or joint venture and that DONOR and DONEE shall not be deemed or construed for any purpose to be the agent of the other.

6.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 7.10 ("Real Estate Brokerage Commission").

6.4 Successors and Assigns: Assignment. This Agreement shall bind and inure to the benefit of DONOR and DONEE and their respective successors and permitted assigns.

6.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by DONOR and DONEE.

6.6 Prohibited Persons and Transactions. DONEE represents to DONOR that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

6.7 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday, or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

6.8 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

6.9 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this

Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

6.10 Real Estate Brokerage Commission. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee. The provision of this section shall survive the Closing Date or earlier termination of this Agreement.

6.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. The parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

6.12 Reserved.

6.13 Exhibits. Exhibits "A" and "B" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

Exhibit "A" Legal Description of Property
Exhibit "B" Form of Grant Deed

7. BOARD OF DIRECTORS' APPROVAL

This Agreement is subject to, and shall have no force or effect until and unless first approved by the governing body of San Bernardino County Fire Protection District.

[Signatures on next page]

IN WITNESS WHEREOF, DONOR and DONEE have entered into this Agreement as of the date first set forth above.

DONEE:

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

By: _____
Dawn Rowe,
Chair, Board of Directors

Date: _____

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

LYNNA MONELL, Secretary

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

LAURA FEINGOLD, County Counsel, San
Bernardino County, California

By: Agnes Cheng
Agnes Cheng, Deputy County Counsel

Date: 6/4/2026

DONOR:

TOWN OF YUCCA VALLEY

By: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

T1N, R5E, SEC 36 S.B.M.
TOWN OF YUCCA VALLEY
APN 0595-162-08

EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF LOT 87, TRACT NO. 4856, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 70 OF MAPS, PAGES 94 THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY.

Parcel "A"

Beginning at the northwest corner of said lot 87, said corner being the true Point of Beginning;

Thence North 69° 34' 06" East along the north line of said lot 87, a distance of 100.00 feet;

Thence South 20° 25' 54" East along a line which is parallel to, and 100.00 feet from, as measured at right angles to the west line of said Lot 87, a distance of 257.37 feet;

Thence South 40°19' 06" East, a distance of 101.31 feet to a point on a curve, concave to the Northwest and having a radius of 375.00 feet and a radial bearing of North 40° 19' 06" West at said point on curve;

Thence in a southwesterly direction along said curve, a distance of 34.62 feet to a tangent curve concave to the southeast and having a radius of 475.00 feet and a radial bearing of South 35° 01' 44" East;

Thence in a southwesterly direction along said curve, a distance of 65.38 feet to the southernmost corner of said Lot 87;

Thence North 42° 54' 56" West, a distance of 103.21 feet along the southwest line of said Lot 87;

Thence North 20° 25' 54" West, a distance of 288.31 feet along the west line of said Lot 87 to the True Point of Beginning.

Described portion of land contains 37,462 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction.

By: Alex S. 12/4/2024
Alexander C. Schlangen, P.L.S 9835 Dated



Job No.
WBSE 10.10.1268
Prepared by:
GEG

EXHIBIT “B”
FORM OF GRANT DEED

RECORDING REQUESTED BY:
San Bernardino County Fire Protection
District
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San
Bernardino County and is entitled to be recorded
without fee subject to Govt. Code 27383 and 6103

A.P.N: 0595-162-08

GRANT DEED

Dept. Code: 11200

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T
11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☐ Unincorporated Area ☒ Town of Yucca Valley

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TOWN OF YUCCA VALLEY, a California general law municipality ("Grantor")

hereby GRANT(S) to **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California fire protection district, ("Grantee")** the following real property ("**Property**") in the Town of Yucca Valley, San Bernardino County, State of California, subject to the Grantor's power of termination stated herein:

See Exhibit "A" for legal description

In the event that, at any time during the twelve (12) month period immediately following the date this grant deed is recorded in the Official Records of San Bernardino County ("**Restricted Period**"), Grantee either: (i) commences the development of the Property for any purpose other than fire protection and emergency response; or (ii) transfers, leases, assigns, or otherwise conveys the Property (or portions thereof) to a third party (other than to Grantor or to any entity under common control with Grantee) without the Grantor's prior written approval (collectively, "**Use Violation**"); then Grantor shall have the power to terminate the fee interest granted hereunder and to re-enter and take title to the Property, including any improvements thereon, without liability to Grantee for damages or losses of any kind including, but not limited to, any compensation or assistance for relocation other than those damages or losses caused by Grantor's negligence or intentional misconduct. Notwithstanding anything to the contrary in the foregoing, in the event of a Use Violation by Grantee during the Restricted Period, Grantor shall deliver written notice to Grantee of such violation by reliable overnight courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested to: 385 N. Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0108, Attn: Director of the Real Estate Services Department, which notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. If Grantee does not cure the Use Violation within thirty (30) days after Grantee's receipt of such Grantor notice, or if the nature of such violation is such that more than thirty (30) days is reasonably required to complete such cure and Grantee has not commenced a cure within said thirty (30) days and has not diligently completed its cure within

ninety (90) days after Grantee’s receipt of such Grantor notice, Grantor may exercise its power of termination as set forth herein. The interest created in Grantor by this paragraph shall be a "power of termination" as defined in California Civil Code Section 885.010. Following an uncured Use Violation by Grantee during the Restricted Period, Grantor may exercise this power of termination by delivering notice of termination in any manner permitted by law. In the event Grantor exercises its power of termination as set forth herein due to an uncured Use Violation by Grantee during the Restricted Period, Grantor shall take title to the Property free and clear of the use restrictions described herein. The foregoing power of the Grantor shall inure to the benefit of the successors and assigns of the Grantor for the Restricted Period, and the successors and assigns of the Grantee shall be subject thereto and bound thereby for such period. Unless the Grantor has earlier exercised its power of termination in accordance with this paragraph, from and after the expiration date of the Restricted Period, the foregoing use restriction on the Property shall automatically be deemed null and void and without legal effect.

GRANTOR:

TOWN OF YUCCA VALLEY, a California general law municipality

BY:

Dated: _____



SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

CERTIFICATE OF ACCEPTANCE

APN: 0595-162-08

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County Fire Protection District, a California Special District, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors pursuant to authority conferred by the Board of Directors on _____, 2026 and the Grantee consents to recordation thereof by its duly officer/agent.

By: _____
Terry W. Thompson, Director
Real Estate Services Department

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 87, TRACT NO. 4856, IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 70 OF MAPS, PAGES 94
THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY.

Parcel "A"

Beginning at the northwest corner of said lot 87, said corner being the true Point of Beginning;

Thence North 69° 34' 06" East along the north line of said lot 87, a distance of 100.00 feet;

Thence South 20° 25' 54" East along a line which is parallel to, and 100.00 feet from, as
measured at right angles to the west line of said Lot 87, a distance of 257.37 feet;

Thence South 40° 19' 06" East, a distance of 101.31 feet to a point on a curve, concave to the
Northwest and having a radius of 375.00 feet and a radial bearing of North 40° 19' 06" West at
said point on curve;

Thence in a southwesterly direction along said curve, a distance of 34.62 feet to a tangent curve
concave to the southeast and having a radius of 475.00 feet and a radial bearing of South 35°
01' 44" East;

Thence in a southwesterly direction along said curve, a distance of 65.38 feet to the
southernmost corner of said Lot 87;

Thence North 42° 54' 56" West, a distance of 103.21 feet along the southwest line of said Lot
87;

Thence North 20° 25' 54" West, a distance of 288.31 feet along the west line of said Lot 87 to
the True Point of Beginning.

Described portion of land contains 37,462 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction.

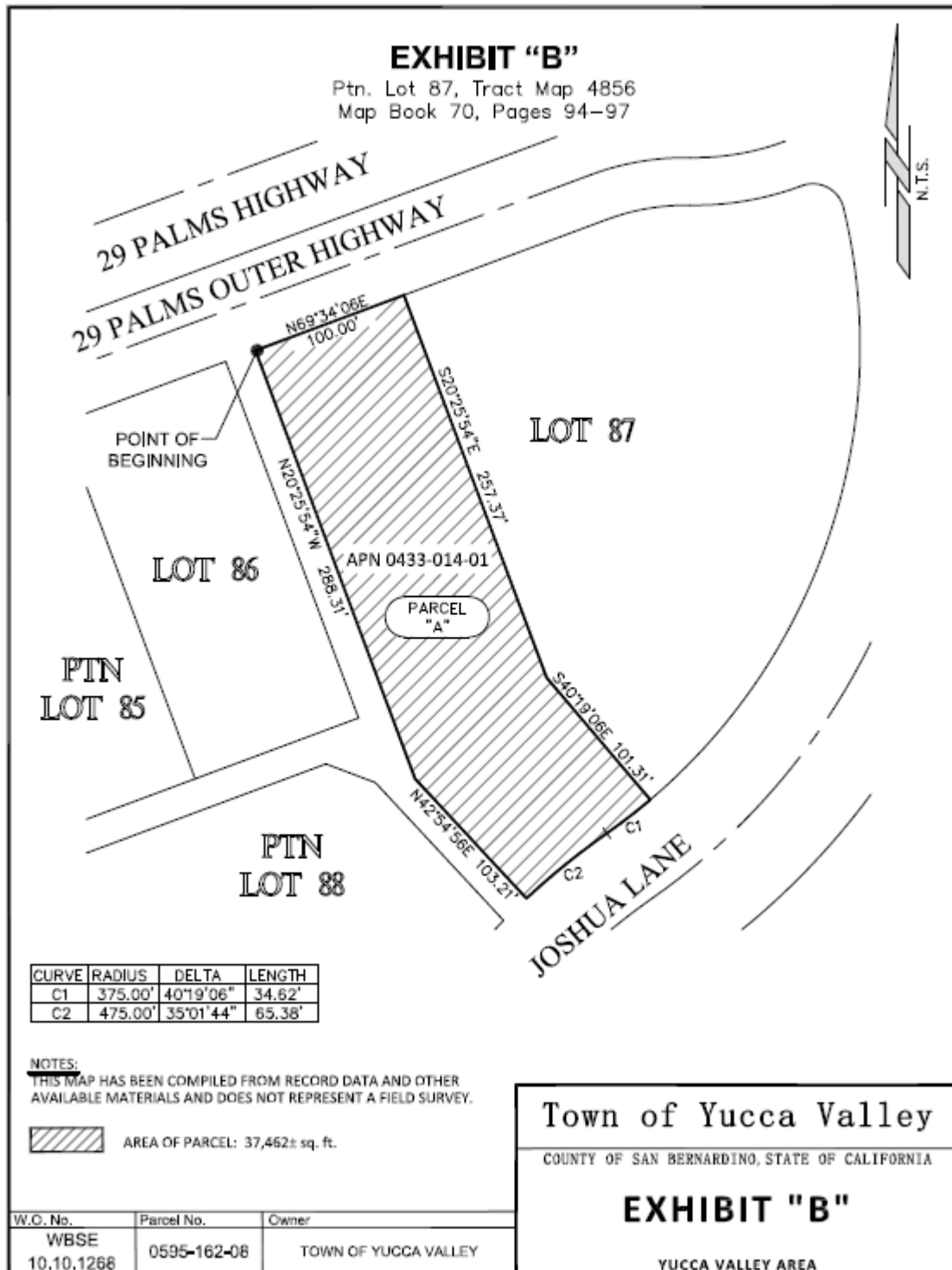
By: Alex S. 12/4/2024
Alexander C. Schlangen, P.L.S 9835 Dated



Job No. WBSE 10.10.1268
Prepared by: GEG

EXHIBIT "B"

Ptn. Lot 87, Tract Map 4856
Map Book 70, Pages 94-97



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of _____

County _____

On _____ before me _____, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: August 25, 2026

Meeting Date: September 1, 2026

Subject: Fleet Vehicle Purchase Confirmation

Recommendation:

Receive and file the confirmation of the Fleet Vehicle Purchase

Prior Review:

On August 18, 2026, the Town Council:

1. Waived the competitive bidding requirements set forth in Section 3.12.050 of the Town Code pursuant to Section 3.12.060(G), finding that compliance with the competitive bidding procedures would be inefficient, impractical, and unnecessary, and authorizes the Town Manager, or designee, to execute purchase agreements for the following vehicles and equipment:
 - 2026 Chevrolet Silverado Truck with Utility Body – Not to Exceed \$90,000.00
 - 2026 Ford F-350 Super Duty – Not to Exceed \$75,000.00
 - 2026 Ford E-Transit 350 Van – Not to Exceed \$65,000.00
 - 2026 TR 575 Heated Asphalt Distributor – Not to Exceed \$40,000.00
 - 2026 L2502HST Kubota Tractor – Not to Exceed \$30,000.00
2. Approved a Budget Amendment in the amount of \$270,000.00 from Capital Project Reserve Fund 800 to assign funds for the vehicle fleet reserves from unassigned capital project reserve funds as identified in Exhibit A.
3. Approved the purchase of vehicles or equipment from Rotolo Chevrolet; Victorville Chevrolet; Sierra Truck Center; Norm Reeves Ford; Sedano Ford; Ken Grody Ford; Marathon Equipment; Stepp MFG; and/or SealMaster Los Angeles, based upon availability and as outlined in the staff report; or
4. If those vehicles are unavailable, authorized the purchase from any dealer who can provide the vehicle to meet the Town's timing needs, and direct staff to return to the Town Council with a final action report following the purchase.
5. Declared the following vehicles and equipment as surplus and authorized the Town Manager, or designee, to dispose of the surplus assets through a public auction, competitive bidding, consignment, or dismantling service, whichever method is

determined to be in the Town's best interest:

- Unit #7 – 2004 Ford F-250 Crew Cab 4x4
- Unit #15 – 2001 Chevrolet 1-Ton Truck with Utility Body
- Unit #94 – 2006 Ford E-350 Super Duty Van
- Unit #84 – 2004 Stepp Tack Distributor (Tack Rig)
- Unit #65 – 1996 Kubota L2350DT Tractor

Discussion:

The Staff Report from the August 18, 2026, meeting on this subject contained a typo by reporting, "2026 Ford E-Transit 350 Van - Not to Exceed \$65,000.00." The Not to Exceed amount should have been \$70,000.00.

Based on the quotes received, the Town Council's approval from the August 18, 2026, meeting, and the Town Council's direction to return with a final action report, staff has engaged the following purchases with these vendors:

Vehicle/Equipment	Vendor	Quoted Price
2026 Chevrolet Silverado with Utility Box	Rotolo Chevrolet	\$80,666.33
2026 Ford F-350 Super Duty	Norm Reeves Ford	\$71,713.65
2026 Ford E-Transit 350 Van with Rear A/C	Sedano Ford	\$69,820.21
TR 575 Heated Asphalt Distributor	SealMaster	\$36,917.00
Kubota L-Series Tractor	Eberhard Equipment	\$29,590.74
Total		\$288,707.93

Alternatives

No Alternatives recommended

Fiscal Impact:

There are no federal funds or grants associated with this purchase. A total of \$300,000.00 of unassigned capital project reserve funds was assigned to fleet reserves to appropriate funding for this purchase and backfill necessary funds for year-to-date equipment and vehicle replacements previously approved by Council.

Attachments

1. Exhibit A - 800 Fund Vehicle Reserves 8.18.26
2. PO 27-10279 SealMaster Los Angeles 8 24 2026 - Asphalt Distributor replacement for Unit 84
3. PO 27-10277 Norm Reeves Ford Superstore 8 19 26 (replace Unit 28)
4. PO 27-10276 Sedano Ford 8 19 26 (replace Unit 94)
5. PO 27-10275 Rotolo Chevrolet (2026 Silverado replaces Unit 15) 8 19 26
6. PO 27-10274 Eberhard Equipment for 2026 Kubota Tractor 8 19 2026 signed

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

800 - Capital Projects Reserve

	2025-26		2026-27			2027-28
	Amended Budget	Year-End Actual	Adopted Budget	Proposed Amendment	Proposed Budget	Adopted Budget
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	1,255	250,000	-	250,000	650,000
Capital Replacement	1,022,575	540,854	1,470,000	-	1,470,000	500,000
Vehicle & Equipment Replacement	626,424	627,879	200,000	200,000	400,000	200,000
Capital Maintenance	612,752	564,583	715,000	-	715,000	215,000
TOTAL CAPITAL OUTLAY	2,985,801	1,734,571	2,635,000	200,000	2,835,000	1,565,000
OPERATING TRANSFERS IN (OUT)						
Transfer IN (OUT)- Fund 001	500,000	500,000	-	-	-	-
Transfer IN (OUT)- Fund 001	9,500	11,500	10,000	-	10,000	11,000
Transfer IN (OUT)- Fund 001	2,000,000	2,000,000	-	-	-	-
Transfer IN (OUT)- Fund 572	(4,500,000)	-	-	-	-	-
Transfer IN (OUT)- Fund 574	(827,000)	(827,000)	-	-	-	-
Transfer IN (OUT)- Fund 801	-	-	-	-	-	-
	(2,817,500)	1,684,500	10,000	-	10,000	11,000
INCREASE (DECREASE) IN FUND BALANCE	(5,753,301)	(50,071)	(2,575,000)	(200,000)	(2,775,000)	(1,504,000)
Unassigned Cap Reserve Fund	9,763,144	9,763,144	8,342,671		8,342,671	5,924,993
Specialized Professional Services Reserve	52,322	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	2,500,000
Unspent Bond Proceeds-Sewer Design	159,587	159,587	146,368		146,368	131,368
Fleet Reserve	268,114	268,114	151,735		151,735	(188,265)
BEGINNING FUND BALANCE	11,243,167	11,243,167	11,193,096		11,193,096	8,418,096
Unassigned Cap Reserve Fund	2,544,089	8,342,671	5,924,993		5,924,993	5,002,315
Specialized Prof. Services Reserve	50,000	52,322	50,000		50,000	47,678
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	2,500,000	2,500,000		2,500,000	1,950,000
Unspent Bond Proceeds-Sewer Design	144,587	146,368	131,368		131,368	116,368
Fleet Reserve	251,190	151,735	11,735		(188,265)	(202,265)
ENDING FUND BALANCE	\$ 5,489,866	\$ 11,193,096	\$ 8,618,096		\$ 8,418,096	\$ 6,914,096
Construction Projects						
Project Detail						
Town Hall Redesign	249,620	-				
Public Buildings Design/Renov	100,000	-	250,000		250,000	-
Tri Valley Maintenance	173,495	-	-		-	650,000
Old Town Beautification	115,935	1,255				
Town Property - Utility Undergrounding	85,000	-				
	724,050	1,255	250,000	-	250,000	650,000
Capital Replacement Program						
Cap Projects- Contingency	200,000	60,010	100,000		100,000	100,000
ADA Improvements	-	-	50,000		50,000	50,000
Financial Software	100,000	-	450,000		450,000	-
Admin Services Masterplan Projects	110,000	-	-		-	-
Community Center HVAC Replacement	165,000	95,161	-		-	-
TriValley Shade Sail Replacement	200,000	186,150	-		-	-
CC Masterplan - CEQA	27,575	45,330	-		-	-
Open Spaces & Conservation Element Plan	120,000	154,204	-		-	-
Airport Comprehensive Land Use Plan	-	-	320,000		320,000	-
Old Town Specific Plan & Phase II Design	-	-	450,000		450,000	250,000
Town Property Acquisition	100,000	-	100,000		100,000	100,000
	1,022,575	540,854	1,470,000	-	1,470,000	500,000
Vehicle and Equipment Replacement						
Vehicle/Equipment Repl	626,424	627,879	200,000	200,000	400,000	200,000
Capital Maintenance Program	626,424	627,879	200,000	200,000	400,000	200,000
Public Works						
Berm Repairs	529,704	525,714	500,000		500,000	-
Concrete Repairs	68,048	25,650	200,000		200,000	200,000
Sewer Assessment Fees	15,000	13,219	15,000		15,000	15,000

T.C. APPROVED 8/18/26		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		27- 10279	
		DATE: 8/24/2026		VENDOR NUMBER _____	
PROJECT NAME: REPLACEMENT ASPHALT DISTRIBUTOR		TAX ID NUMBER _____		NAME SEALMASTER LOS ANGELES	
ACCOUNT TO BE CHARGED (Include Fund No.) _____		ADDRESS PO Box 2218 SANDUSKY OH 44871		PHONE NUMBER () _____ E-MAIL: AR@SEALMASTER50CAL.COM FAX NUMBER () _____	
Finance to Supply Acct Code.		\$36,917.00 \$ _____ \$ _____ \$36,917.00			
ORDER / CLAIM					
	REC'D	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE	
1		TR 675 HEATED ASPHALT DISTRIBUTOR	\$	\$ 2,775.00	
1		MANUAL SPRAY BAR KIT		\$ 1,855.00	
1		LEVER MANUAL SPRAY BAR		\$ 750.00	
1		BLOCKING/BRACING		\$ 700.00	
			Subtotal		
			PREPARE Shipping	\$ 2,900.00	
ATTENTION VENDOR: Mail two (2) copies of your invoice with this Purchase Order Number noted thereon to Finance, 57090 29 Palms Highway, Yucca Valley, Calif. 92284. Unless otherwise stated. ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED ABOVE. NO EXCEPTIONS.			Tax	\$ 2,737.00	
			Total	\$ 36,917.00	
APPROVALS					
Requested By/Date _____		Department Director / Date 8/25/26		Budget Review/Date _____	
Management Services Director/Date _____			Town Manager Approval/Date _____		
NOTICE TO VENDOR					
ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR NAMED HEREON CONSTITUTES VENDORS AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS:					
1. Claimant certifies that upon his own personal knowledge the items and amounts set forth above are true and correct; that no part thereof has been paid by the Town of Yucca Valley and that the amount claimed is justly due. 2. Void unless signed by Town Manager above. Changes of any kind from items specified are not authorized unless approved in writing by Town Manager. 3. Invoices must reflect only those items stipulated above, which have been shipped. Payment will not be made by Town of Yucca Valley until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered in two (2) copies no later than the date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. 4. Payment will be made for items received or services rendered within approximately 35 days after receipt of vendor's invoice and of payment authorization from receiving department. 5. The Town Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified, unless written notice of vendors inability to comply with this requirement is forwarded to and accepted by the Town Manager. 6. Unless otherwise stated, all prices are F.O.B. 7. The Town of Yucca Valley reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.					

FINANCE COPY

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



To: Town Council

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

Date: August 3, 2026

Meeting Date: August 18, 2026

Subject: Authorization to Purchase Replacement Fleet Vehicle/Equipment

Recommendation:

1. Waive the competitive bidding requirements set forth in Section 3.12.050 of the Town Code pursuant to Section 3.12.060(G), finding that compliance with the competitive bidding procedures would be inefficient, impractical, and unnecessary, and authorizes the Town Manager, or designee, to execute purchase agreements for the following vehicles and equipment:

- 2026 Chevrolet Silverado Truck with Utility Body – Not to Exceed \$90,000.00
- 2026 Ford F-350 Super Duty – Not to Exceed \$75,000.00
- 2026 Ford E-Transit 350 Van – Not to Exceed \$65,000.00
- 2026 TR 575 Heated Asphalt Distributor – Not to Exceed \$40,000.00
- 2026 L2502HST Kubota Tractor — Not to Exceed \$30,000.00

2. If those vehicles are unavailable, authorize the purchase from any dealer who can provide the vehicle to meet the Town's timing needs, and direct staff to return to the Town Council with a final action report following the purchase.

3. Declare the following vehicles and equipment as surplus and authorizes the Town Manager, or designee, to dispose of the surplus assets through a public auction, competitive bidding, consignment, or dismantling service, whichever method is determined to be in the Town's best interest:

- Unit #7 – 2004 Ford F-250 Crew Cab 4x4
- Unit #15 – 2001 Chevrolet 1-Ton Truck with Utility Body
- Unit #94 – 2006 Ford E-350 Super Duty Van
- Unit #84 – 2004 Stepp Tack Distributor (Tack Rig)
- Unit #65 - 1996 Kubota L2350DT Tractor

Prior Review:

None.

Discussion:

The following vehicles are scheduled for replacement during Fiscal Year 2026/27:

Unit #7 – 2004 Ford F-250 Crew Cab 4x4 (Street Maintenance Division)

Unit #15 – 2001 Chevrolet 1-Ton Utility Truck (Park Maintenance Division)

Unit #94 – 2006 Ford E-350 Super Duty Van (Animal Care and Control Division)

To expedite the procurement process and avoid the extended lead times often associated with government purchasing contracts, staff will prepare detailed vehicle specifications and solicit informal price quotations from local dealerships within a 200-mile radius that have vehicles currently available in inventory. This procurement method is authorized under Town of Yucca Valley Municipal Code Section 3.12.100(G). A minimum of three price quotations will be obtained prior to purchase.

Unit #84 was not included in the Fiscal Year 2026/27 Vehicle and Equipment Replacement Plan. However, due to severe deterioration of the equipment and ongoing tack oil leaks, staff recommends replacing the unit. This equipment is used by the Street Maintenance Division to perform crack sealing and pavement maintenance throughout the Town. Replacing the unit will ensure continued safe and efficient maintenance operations while reducing downtime and repair costs.

2026 Chevrolet Truck Silverado with Utility Box

Sourcewell	\$80,448.50
	(Not available anymore. Quote for a 9-foot box, we require 11 feet)
Rotolo Chevrolet	\$80,666.33
Victorville Chevrolet	\$82,107.59
Sierra Truck Center	\$87,287.63

2026 Ford F350SD

Sourcewell	\$ No quote Submitted
Norm Reeves Ford	\$71,713.65
Sedano Ford	\$72,000.19
Ken Grody Ford	\$72,034.96

2026 E-Transit 350 Van

Sourcewell	\$ 91,154.30
	(Not available anymore)
Sedano Ford	\$69,820.21 (With back AC)
Ken Grody	\$56,734.50 (No back AC)

TR 575 Heated Asphalt Distributor

SealMaster	\$36,917.00
Marathon Equipment	\$40,400.00
Stepp MFG (Sourcewell)	\$68,872.60

2026 Kubota L2502HST Tractor

Eberhard Equipment \$29,590.74
(Sourcewell Price)

The 2026 Kubota Tractor will utilize Sourcewell Contract #112624-KBA Contract

Pursuant to Town of Yucca Valley Municipal Code Section 3.12.060(G):

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

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

Utilizing the State Bid List and cooperative purchasing contracts has proven to be inefficient due to extended and unreasonable delivery time frames, which typically range from 6 to 12 months. In addition, pricing available through these procurement methods has been higher than quotations received directly from local dealerships. Furthermore, both the State Bid List and cooperative purchasing contracts are currently not accepting new vehicle orders until October 2026, resulting in even longer procurement and delivery schedules. These delays would significantly impact the Town's ability to replace critical fleet vehicles in a timely manner and maintain essential public services.

Therefore, staff is requesting authorization to utilize Section 3.12.060(G), as outlined in the attached policy, to conduct an informal bid process consisting of direct quote solicitations from local dealerships immediately available.

After the purchase of the new equipment, the replaced vehicles will be sold through an auction/consignment or through disposition.

Alternatives

Do not purchase new Heavy Equipment or Vehicles.

Fiscal Impact:

The remaining FY2026-27 Capital Project Reserve Fund 800 maintains a Vehicle Reserve Replacement budget allocation of \$200,000.00. Projecting the requested total purchases and annual lease payment for the Town's 2025 Motor Grader, the total available budget balance will be expended. Allocations to the Vehicle Reserves are reviewed at each fiscal year-end based upon total annual excess General Fund Reserves at an amount not to exceed 125% of annual depreciation. Vehicle reserves will be maintained and are projected to be fully funded at the FY2025-26 year-end reserve policy review.

Attachments

1. Chevy 3500 Quotes
2. Ford F350 Quote
3. Tack Distributor Quote
4. AC Van Quotes
5. Kubota Quote
6. Kubota Contract 112624
7. Vehicle and Equipment Replacement Schedule 2025-2035 - NEW
8. Exhibit A - 800 Fund Vehicle Reserves 8.18.26

SealMaster Los Angeles
PO Box 2218
Sandusky, OH 44871
ar@sealmastersocal.com
www.sealmastersocal.com

Tack Truck



Estimate

ESTIMATE # 11902
DATE 07/17/2026

ADDRESS

City of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284

SHIP TO

City of Yucca Valley
58928 Business Center
Drive
Yucca Valley, CA 92284

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

BOL NUMBER

David Johnson

SKU	ACTIVITY	QTY	RATE	AMOUNT
E2260	TR 575 Heated Asphalt Distributor	1	27,975.00	27,975.00T
P50246MLK	MANUAL SPRAY BAR KIT (includes seat and mounting components) 10 ft. Spray Width	1	1,855.00	1,855.00T
P50247L	Lever Manual Spray Bar	1	750.00	750.00T
E9000	Blocking/bracing	1	700.00	700.00T
F2000	Freight	1	2,900.00	2,900.00

Thank you for your business!
David Johnson

SUBTOTAL	34,180.00
TAX	2,737.00
TOTAL	\$36,917.00

Accepted By

Accepted Date

(877) 331-7325
ar@sealmastersocal.com
690 Rancheros Dr, San Marcos, CA 92069
11305 Goss St, Sun Valley, CA 91352
3400 Maywood Ave, Santa Ana, CA 92704
9229 Harris Plant Rd, San Diego, CA 92145
719 W. Collins Ave, Orange, CA 92867
1385 E. 6th St, Corona, CA 92879
2110 Agua Mansa Rd, Colton, CA 92324
1354 Jet Way, Perris, CA 92571



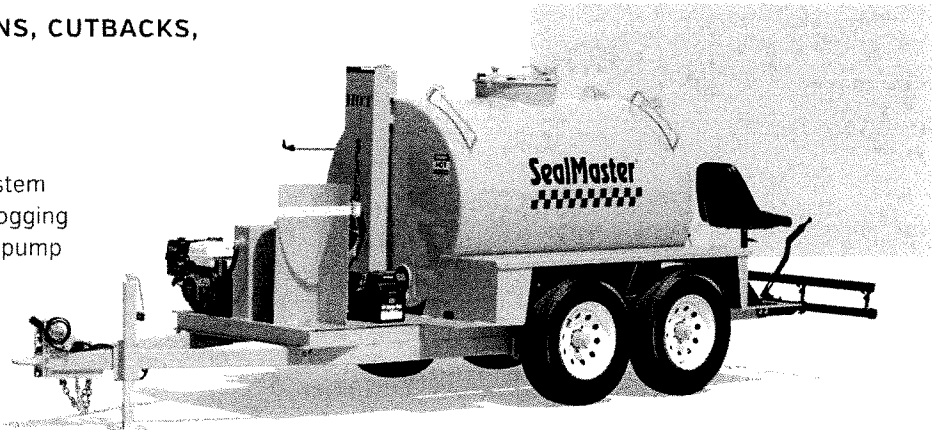
Shown with
option P50344
and lever spray
bar option

TR 575 HEATED ASPHALT DISTRIBUTOR

HEAT AND SPRAY ASPHALT EMULSIONS, CUTBACKS,
REJUVENATORS, PRIMERS & MORE

TR 575 Features:

- 575-gallon capacity
- Electric brakes with safety break-away system
- Easy access basket strainer reduces tip clogging
- Hydraulic driven 2" positive displacement pump
- 5-gallon diesel wash down system
- 300,000 BTU vapor heat system with safety shut-off
- Lock down lid with breather vent
- 50-ft. hose and spray wand
- Requires LP gas cylinder - Not included



PRODUCT #	DESCRIPTION	WEIGHT
E2260	TR 575 - Heated Asphalt Distributor	3,000 lbs.
Optional Features:		
P50246M	Manual Spray Bar (includes seat and mounting components) - 10 ft. spray width	
P50247L	Lever - Manual Spray Bar	
P50346	Overnight Heater Kit - Double	
E9000	Blocking / Bracing Charge (if required)	400 lbs.

* Call for pricing | Components subject to change

SPECIFICATIONS:

Height	73"
Width	75"
Length	204"
Weight	3,000 lbs.
Tongue Weight Empty	300 lbs.
Axle	2 - 6,000 lbs.
Engine	Honda GX240
Burner System	300,000 BTU vapor heat system with safety shut off
Material Pump	Positive displacement with pressure relief valve 30 GPM

STANDARD FEATURES:



Electric Brakes with
Safety Break-Away
System



Easy Access
Basket Strainer
Reduces Tip
Clogging



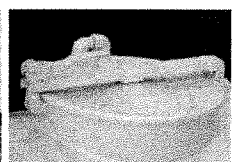
Positive Displacement
Material Pump



5 Gallon Diesel
Wash Down
System



300,000 BTU Vapor
Heat System with
Safety Shut-Off



Lock Down Lid with
Breather Vent

Thank you for your interest in Marathon equipment. Please find pricing below for the unit you requested:

MODEL	DESCRIPTION
LD600PT (50-0860)	600 gal Tube-Fired Hot Tack Distributor 11 hp Electric start engine with 60 GPM pumping system Hydraulic pumping system, forward and reverse Single 410,000 BTU vapor propane burner Automatic temperature control w/electronic ignition, battery, and charger Fully insulated material tank, with 10" filler lid and 20" manhole 5' Spray wand with 50' hose mounted on a heavy-duty industrial hose reel 8' Non-circulating spray bar & operator platform Air operated ball valve with wireless cab control & compressor Hand wand material recirculation plumbing Single propane bottle holder Overnight heater 120V 1500W installed with thermostat 12 gal Recovery tank & 14.5 gal Flushing Tank 10lb Fire extinguisher with bracket DOT/Transport Canada approved LED trailer lighting (2) 5,200 lb. axles with 225/75/R15 tires, electric brakes, and breakaway kit License plate bracket with LED light Heavy duty, side wind trailer jack and adjustable pintle hitch 7-pin trailer plug Painted Grey

For the months of **July and August**, we're celebrating with our **Independence Day Sales Event**, featuring **special promotional pricing** on a wide range of Marathon Road maintenance equipment.

Above listed **LD600PT** regularly \$50,500.00, with is now **\$40,400.00**

This equipment is built to order with an estimated lead time of **4-6 weeks**.

By ordering during our July & August promotion, you'll secure both the special promotional pricing and your place in our production schedule.

As an added bonus, **any equipment purchased over \$10,000 will receive a \$250 parts credit**, with the parts shipped along with your equipment so you have the items you need from day one.

Quote Details:

Pricing is in USD & freight is extra. If you would like a freight rate, please provide a shipping address and I will get pricing over to you.

Payment & Shipping Terms:

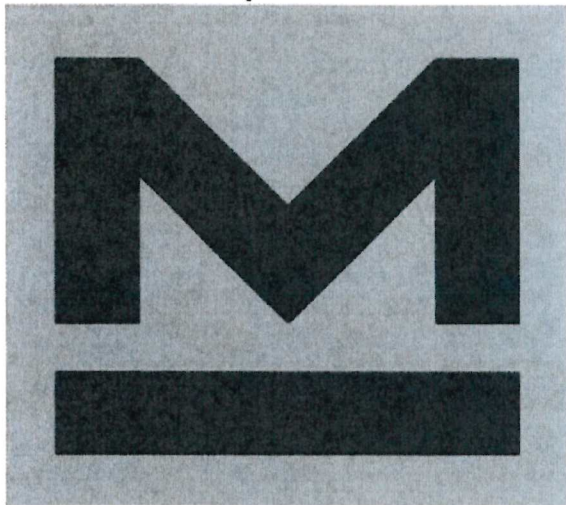
Payment of the unit must be received in full before we can proceed with shipping equipment. Once payment in full is confirmed, we will arrange for dispatch and provide tracking details.

For your convenience, payment can be made via wire transfer, Visa* or Mastercard*. (*3% fee applies to credit card transactions)

If you have any questions or require any modifications to the quote, please let me know. We appreciate your business and look forward to hearing back from you soon!

Thank you,

John Foley
US Sales Development



Marathon Equipment

4041 North Service Rd, Unit #2 | Burlington, ON L7L 4X6

Direct: 954-482-2566 | Toll Free: 1-888-999-4041 Ext.407

marathonusa@marathonei.com | www.marathonequipmentinc.com



QUOTE SMT26-14

jason@steppmfg.com / VP Sales
ally.bader@steppmfg.com / Inside Sales Coordinator

TO	David Johnson	Customer	Town of Yucca Valley	
PHONE/FAX	(760) 369-6579	ADDRESS	58928 Business Center Dr	
EMAIL	djohnson@yucca-valley.org	CITY/STATE/ZIP	Yucca Valley, CA 92284	
CONTRACT:	ID # 118011	CONTRACT:	Sourcewell 050625-SMC	
DATE	Earliest Ship	FOB	Sales Representative	
7/22/2026	300 - 360 DAYS ARO	FACTORY	JASON STEPP	
ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SMT-600	Stepp SMT- 600 Gallon	1	27,594.00	27,594.00
	Each base unit includes: Diesel Burner, 20" Manway, Roll Over Protection, Ladder, Gravity Drain, Electric Brakes, and a 2 Light System			
	Diesel Burner with Automatic Temperature Controls Standard	1	-	-
	Diesel Burner Enclosure	1	776.00	776.00
	Electric Overnight Heat 220V 3000W (580 gallon tank only)	1	5,418.00	5,418.00
	Beacon Style Strobe Light	1	535.00	535.00
	Tool Box 10"x10"x24"	1	573.00	573.00
	Spare Tire w/ Holder	1	795.00	795.00
	LP Hand Torch	1	726.00	726.00
	20# LP Bottle & Rack (for diesel systems)	1	569.00	569.00
	Hose Reel for Hand Torch	1	1,292.00	1,292.00
	Hydraulic Pumping System using 13Hp Honda Gasoline with Electric Start	1	12,281.00	12,281.00
	Hose Reel and 25' Tack Hose	1	1,182.00	1,182.00
	LED LIGHTS	1	1,259.00	1,259.00
	6' Full-Circulating Deluxe Tack Bar with Tether Control	1	6,550.00	6,550.00
	8' Deluxe Tack Bar (upgrade)	1	601.00	601.00
	15 Gallon Recirculating Flush Tank	1	1,564.00	1,564.00
Options to Consider:				
	Washdown System	1,174.00		
	Hose Reel for Washdown	880.00		
	Hydraulic Agitator	4,951.00		
	Aluminum Wand in lieu of Steel	1,143.00		
	16HP Kubota Diesel Engine	8,186.00		
	Kubota Engine Enclosure	2,341.00		
NOTE: CANNOT PROCESS ORDER UNTIL SPECIFIED			Subtotal	61,715.00

PAINT:	Safety Yellow	
LIGHT PLUG:	6 PIN ROUND	
HITCH:	3" Pintle	

All prices herein quoted are exclusive of sales, use, and other excise taxes. All such taxes, and any other taxes measured in whole or part, by gross receipts applicable to this transaction are to be borne by the purchaser. All export, import, and other duties, tariffs, and customs shall be paid for by the purchaser. If exemption is claimed by the purchaser from any of the foregoing, the purchaser shall furnish satisfactory proof of such exemption. ***Please note: This quote is valid for 15 days from the above date.**

% Tax

-

Freight

7,157.60

Total Due

68,872.60

Information required at time of Order.

End Customer		Contract	
Contact Name		Contract ID #	
Contact Email		Address	
Contact Phone		CITY/STATE/ZIP	

Please remit back a signed copy to process the quote as an order to jason@steppmfg.com

Special Instructions:

Ordered By Signature

Approved By Signature

INTERNAL USE ONLY:

Stepp Order #		Down Payment		Amount:	
Date Ordered		Credit Card		Card Type	
Delivery Date		Card Number:			
P. O. #		On Terms	X		
Ship Via		Letter of Credit			

<i>TC Approved</i> <i>8/18/26</i>		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		07-10277	
		DATE: <i>8/19/26</i>		VENDOR NUMBER	
PROJECT NAME: <i>2026 Ford F350SD</i>		TAX ID NUMBER		NAME <i>NORM REEVES FORD SUPERSTORE</i>	
ACCOUNT TO BE CHARGED (Include Fund No.)		ADDRESS <i>18900 STUDEBAKER RD</i> <i>CERRITOS CA 90703</i>		PHONE NUMBER <i>562 405-3500</i>	
Fund	Dept.	Object	Project		
				<i>\$7173.65</i>	
				\$	
				\$	
TOTAL \$				<i>7173.65</i>	
		FAX NUMBER ()			
ORDER / CLAIM					
QUANTITY ORDERED	QUANTITY REC'D	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE	
<i>1</i>		<i>2026 Ford F350SD</i> <i>(REPLACING UNIT 28)</i>	\$	\$ <i>71,713.65</i>	
			Subtotal		
			Shipping		
			Tax		
			Total	<i>71,713.65</i>	
ATTENTION VENDOR: Mail two (2) copies of your invoice with this Purchase Order Number noted thereon to Finance, 57090 29 Palms Highway, Yucca Valley, Calif. 92284. Unless otherwise stated. ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED ABOVE. NO EXCEPTIONS.					
APPROVALS <i>8/20/26</i>					
Requested By/Date		Department Director / Date		Budget Review/Date	
<i>JOE POWERS 8/19/26</i>		<i>[Signature] 8/20/26</i>			
Management Services Director/Date			Town Manager Approval/Date		
NOTICE TO VENDOR					
ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR NAMED HEREON CONSTITUTES VENDORS AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS:					
1. Claimant certifies that upon his own personal knowledge the items and amounts set forth above are true and correct; that no part thereof has been paid by the Town of Yucca Valley and that the amount claimed is justly due. 2. Void unless signed by Town Manager above. Changes of any kind from items specified are not authorized unless approved in writing by Town Manager. 3. Invoices must reflect only those items stipulated above, which have been shipped. Payment will not be made by Town of Yucca Valley until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered in two (2) copies no later than the date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. 4. Payment will be made for items received or services rendered within approximately 35 days after receipt of vendor's invoice and of payment authorization from receiving department. 5. The Town Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified, unless written notice of vendors inability to comply with this requirement is forwarded to and accepted by the Town Manager. 6. Unless otherwise stated, all prices are F.O.B. 7. The Town of Yucca Valley reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.					

FINANCE COPY

Payment Detail Retail

REP Henry UNIT 28
PO 27-10277

Buyer:
Town Of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284

Co-Buyer:

Deal #: 345596

Deal Date: 07/14/2026

Print Time: 2:01:25 PM

Home #

Home #

Work # (760) 369-0801

Work #

Salesperson: Leon, Nicholas

Vehicle

New

☒

Used

☐

Stock #:

Description:

VIN:

Mileage

Demo

☐

260234

2026 Ford F350SD

1FT8W3BT8TED25318

Trade

Vehicle: 0

VIN:

Mileage:

Allowance:

Payoff:

		Sale Info.	Finance Info.	
Sale Price:	65,419.16	Price (MSRP)	69,800.00	Cancellation Option Fee ...
Total Financed Aftermarkets:	150.00	Hard Adds	150.00	Rate
Total Trade Allowance:	0.00	Soft Adds	0.00	Term
Trade Difference:	65,569.16	Surface Protection	0.00	0
		Discounts	-4,380.84	Scheduled Payment Amt..
Documentary Charge:	85.00	Total Sale Price	65,569.16	71,
State & Local Taxes:	5,744.74	Extended Warranty(s)	0.00	Final Payment
Total License and Fees:	314.75	GAP	0.00	Finance Charge
Total Cash Price:	71,713.65	Total Sale	65,569.16	Total of Payments.....
		Total Fees	6,144.49	71,7
		Total Price w/fees	71,713.65	First Payment Date
		Trade Allowance	0.00	07
Total Trade Payoff:	0.00	Trade Difference	0.00	Final Payment Date
		Payoffs.....	0.00	07
Delivered Price:	71,713.65	Trade Equity	0.00	Deal Number
		Cash Down + Deposit..	0.00	3
Cash Down + Deposit	0.00	Rebates.....	0.00	
		Total Down	0.00	
Unpaid Balance:	71,713.65	Total Sale:	65,569.16	Total Amt Financed:
				\$71,7

Nick Leon | Fleet/Commercial Account Sales Manager
Norm Reeves Ford Superstore
18900 Studebaker Road | Cerritos, CA 90703

562-405-3500

TC APPROVED 8/18/26		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		27-10276																										
		DATE: 8/19/26		VENDOR NUMBER _____																										
PROJECT NAME: 2026 FORD TRANSIT CARGO VAN				TAX ID NUMBER _____																										
ACCOUNT TO BE CHARGED (Include Fund No.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">Fund</td> <td style="width:10%;">Dept.</td> <td style="width:10%;">Object</td> <td style="width:10%;">Project</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$ 69820.21</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td>\$</td> </tr> </table>		Fund	Dept.	Object	Project											\$ 69820.21					\$					\$			NAME SEDANO FORD	
Fund	Dept.	Object	Project																											
				\$ 69820.21																										
				\$																										
				\$																										
				ADDRESS 8970 LA MESA BLVD LA MESA, CA 91942																										
				PHONE NUMBER (619) 464-7777																										
		TOTAL \$ 69820.21		FAX NUMBER ()																										

ORDER / CLAIM				
QUANTITY ORDERED	QUANTITY REC'D	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
1		2026 FORD TRANSIT CARGO VAN (REPLACEMENT FOR UNIT 94)	\$	\$ 69,820.01
			Subtotal	
			Shipping	
			Tax	
			Total	\$ 69820.21

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

APPROVALS		
Requested By/Date Joe Powers 8/19/26	Department Director / Date Alexis 8/20/26	Budget Review/Date 8/20/26
Management Services Director/Date		Town Manager Approval/Date

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

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

FINANCE COPY



Replace seat
with 94

July 27, 2026 5:56 PM

PO 27-10276

Proposal Prepared For

YUCCA VALLEY

2026 Ford Transit Cargo Van

602W3X • 1FTBW3XG9TKB51567

Trim T-350 148" EL Hi Rf 9500 GVWR RWD

Exterior Undefined

Interior Undefined

Miles 0

Your Vehicle's Cash Price

MSRP / Market Value \$61,580.00

Savings -\$3,500.00

Adjusted Selling Price \$58,080.00

Your Sales Consultant

Shauna Chumacero

schumacero@drivesedanoford.com

~~Accessories~~ \$5,995.42

Sales Sub Total \$64,075.42

← A/C only \$5545.212
← Delivery \$450.00

State Taxes And Fees \$5,614.04

Doc Fee \$85.00

DMV Elec Trans Fee \$37.00

Tire Fee \$8.75

Final Price \$69,820.21

Guest Signature

Manager Signature

GRAS 3.5L V6
High Roof Extended Length
Transit Van.

619-857-4844

Page 1/1



You Are Here: [Home](#) » [Contact Us](#)

Contact Us

Dealer Info

Phone Numbers:

Main: 619-464-7777
Sales: 858-466-0040
Service: 858-466-0041
Parts: 858-466-0039

Sales Hours:

Mon - Sat 9:00 AM - 8:00 PM
Sun 10:00 AM - 7:00 PM

Service Hours:

Mon - Fri 7:00 AM - 6:00 PM
Sat 7:00 AM - 12:00 PM
Sun Closed

Parts Hours:

Mon - Fri 7:00 AM - 5:30 PM
Sat 7:00 AM - 12:00 PM
Sun Closed

Leave a Message Below

First Name *

Last Name *

Email *

Phone

Purpose of Contact *

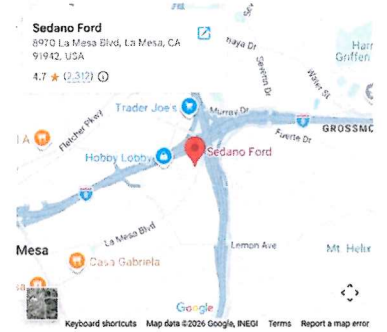
Services

Preferred Method of Contact

☐ Email ☐ Phone

Message *

Find Us



TC APPROVED 8/18/2026		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		27- 10275																																							
		DATE: <u>8/19/26</u>		VENDOR NUMBER _____																																							
PROJECT NAME: <u>2026 CHEVROLET TRUCK SILVERADO</u>				TAX ID NUMBER _____																																							
ACCOUNT TO BE CHARGED (Include Fund No.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">Fund</td> <td style="width:10%;">Dept.</td> <td style="width:10%;">Object</td> <td style="width:10%;">Project</td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		Fund	Dept.	Object	Project																																					NAME <u>ROTOLO CHEVROLET</u>	
Fund	Dept.	Object	Project																																								
				ADDRESS <u>16666 S. HIGHLAND AVE</u> <u>FONTANA CA 92336</u>																																							
				PHONE NUMBER <u>909 333-6924</u>																																							
				FAX NUMBER () _____																																							
		TOTAL <u>\$80,666.33</u>																																									
ORDER / CLAIM																																											
QUANTITY ORDERED	QUANTITY REC'D	DESCRIPTION			PRICE PER UNIT	TOTAL PRICE																																					
1		<u>2026 CHEVROLET TRUCK SILVERADO</u> <u>(REPLACEMENT UNIT 15)</u>			\$	\$ <u>80,666.33</u>																																					
					Subtotal																																						
					Shipping																																						
					Tax																																						
					Total	<u>\$80,666.33</u>																																					
ATTENTION VENDOR: Mail two (2) copies of your invoice with this Purchase Order Number noted thereon to Finance, 57090 29 Palms Highway, Yucca Valley, Calif. 92284. Unless otherwise stated. ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED ABOVE. NO EXCEPTIONS.																																											
APPROVALS																																											
Requested By/Date <u>Joe Powers 8/19/26</u>		Department Director / Date <u>[Signature] 8/20/26</u>		Budget Review/Date _____																																							
Management Services Director/Date _____			Town Manager Approval/Date _____																																								
NOTICE TO VENDOR																																											
ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR NAMED HEREON CONSTITUTES VENDORS AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS: 1. Claimant certifies that upon his own personal knowledge the items and amounts set forth above are true and correct; that no part thereof has been paid by the Town of Yucca Valley and that the amount claimed is justly due. 2. Void unless signed by Town Manager above. Changes of any kind from items specified are not authorized unless approved in writing by Town Manager. 3. Invoices must reflect only those items stipulated above, which have been shipped. Payment will not be made by Town of Yucca Valley until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered in two (2) copies no later than the date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. 4. Payment will be made for items received or services rendered within approximately 35 days after receipt of vendor's invoice and of payment authorization from receiving department. 5. The Town Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified, unless written notice of vendors inability to comply with this requirement is forwarded to and accepted by the Town Manager. 6. Unless otherwise stated, all prices are F.O.B. 7. The Town of Yucca Valley reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.																																											

FINANCE COPY

Rotolo Chevrolet

PO 27-10275

16666 S. Highland Ave, Fontana, CA 92336

909-333-6924

BUYER		CO-BUYER		Deal #: 317782	
CITY OF YUCCA VALLEY				Deal Type: Retail	
CA				Deal Date: 07/29/2026	
Home #:		Home #:		Print Time: 02:12pm	
Work #: (760) 369-0801		Work #:		Salesperson:	
VEHICLE					
New ☒	Stock #:	Description:	VIN:	MSRP:	Mileage:
Used ☐	262259K	2026 CHEVROLET TRUCK SILVERAD...	1GB3AREY1TF211663	\$78,995.00	
Demo ☐					
TRADE					
AFTERMARKETS					
		Sale Price: \$ 74,745.00 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 74,745.00 Documentary Fee: \$ 85.00 State & Local Taxes: \$ 5,799.33 Total License and Fees: \$ 37.00 Total Cash Price: \$ 80,666.33 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 80,666.33 Cash Down Payment + Deposit: \$ 0.00			
Total Aftermarkets:		Unpaid Balance: \$ 80,666.33 Net Cost (Price Before taxes and fees): \$ 74,745.00 Total Savings: \$ 4,250.00			
APR: 1.00%					

[Handwritten signature]

<i>TC APPROVED</i> <i>8/18/26</i>		TOWN OF YUCCA VALLEY PURCHASE ORDER / PAYMENT AUTHORIZATION		27- 10274																							
		DATE: <i>8/19/26</i>		VENDOR NUMBER																							
PROJECT NAME: <i>2026 TRACTOR REPLACEMENT</i>		TAX ID NUMBER		NAME <i>EBERHARD EQUIPMENT</i>																							
ACCOUNT TO BE CHARGED (Include Fund No.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">Fund</td> <td style="width:10%;">Dept.</td> <td style="width:10%;">Object</td> <td style="width:10%;">Project</td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <i>\$29,590.74</i> \$ \$ TOTAL <i>\$29,590.74</i>		Fund	Dept.	Object	Project																					ADDRESS <i>86-100 AVE 54</i> <i>COACHELLA CA 92236</i> PHONE NUMBER <i>760 402-0996</i> <i>CHRIS@EBERHARDEQUIPMENT.COM</i> FAX NUMBER ()	
Fund	Dept.	Object	Project																								
ORDER / CLAIM																											
QUANTITY ORDERED	QUANTITY REC'D	DESCRIPTION		PRICE PER UNIT	TOTAL PRICE																						
<i>1</i>		<i>KUBOTA L-SERIES L2502HST TRACTOR (REPLACES UNIT 65)</i>		\$	\$																						
					<i>29,590.74</i>																						
				Subtotal																							
				Shipping																							
				Tax																							
				Total	<i>29,590.74</i>																						
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APPROVALS <i>8/19/26</i>																											
Requested By/Date <i>Joe Bowers 8/19/26</i>		Department Director / Date <i>ANDERSON 8/20/26</i>		Budget Review/Date																							
Management Services Director/Date			Town Manager Approval/Date																								
NOTICE TO VENDOR																											
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FINANCE COPY

Quote Provided By
Eberhard Equipment
Christopher Montes
86-100 Ave 54
Coachella, CA 92236
email: Chris@Eberhardequipment.com
phone: 7604020996

-- Standard Features --

-- Custom Options --



Kubota

L Series

L2502HST

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS *

DIESEL ENGINE

Kubota Diesel Engine
3 Cylinder Engine
EPA Tier 4 Compliant
Charging Output: 40 Amps
12V - 490 CCA Battery
+ 23.3 Gross Eng. HP
+ 24.0 Net Eng. HP
+ 18.4 PTO HP
Engine Model: D1703
Displacement: 100.5 cu. in.

INSTRUMENTS

Tachometer / Hour Meter
Oil Pressure
Fuel Gauge
Coolant Temperature

FLUID CAPACITY

Fuel Tank: 10.0 gal.
Cooling System: 6.3 qts.
Crankcase: 6.0 qts.
Transmission and Hydraulics: 6.2 gal.
Front Axle: 4.8 qts.

EXHAUST EMISSION
CONTROL TYPE

No Exhaust After Treatment
Required

SAFETY EQUIPMENT

2-Post Foldable ROPS with
Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut-off
Parking Brake
SMV Sign

HYDRAULICS / HITCH /
DRAWBAR

Open Center
Tandem Gear Pumps
10.1 gpm Total Hydraulic Flow

3-POINT HITCH &
DRAWBAR

Cat I 3-Point Hitch
At Lift Point: 1918 lbs.
24" Behind: 1389 lbs.
Position Control 3-Point Valve

FEATURES

Illuminated Instrument Panel
Steel Hood and Fenders
Tool Box
Cup Holder
Left & Right Hand Fender Grip
Rubber Floor Mats

TRANSMISSION

Hydrostatic Drive
3 Ranges
Optional Cruise Control
Rear Differential Lock
Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
Cast Iron with Bevel Gear
4WD
Tread Spacing -
Nonadjustable

POWER TAKE OFF

Live Independent PTO with
Hydraulic Clutch
Rear PTO - 1 Speed
SAE Std 1 3/8" Six Spline
540 rpm @ 2106 Engine RPM

+ Manufacturer Estimate

SELECTED TIRES

sub33
FRONT - 7.2-16 R1 Goodyear Power Torque
REAR - 11.2-24 R1 Titan Hi Power Lug 2.94"offset

L2502HST Base Price: \$21,228.00

Selected Kubota Attachments

(1) FRONT LOADER W/GRILL GUARD/QC LA526-FRONT LOADER W/GRILL GUARD/QC	\$6,227.00
(1) 66" QUICK ATTACH BUCKET L2248-66" QUICK ATTACH BUCKET	\$915.00
(1) 1ST POS LEVER & BASE KIT L7291-1ST POS LEVER & BASE KIT	\$870.00
(1) SELF CANCELLING DETENT VALVE SECTION L7233A-SELF CANCELLING DETENT VALVE SECTION	\$632.00
(1) FIBERGLASS CANOPY E1134-FIBERGLASS CANOPY	\$560.00
(1) MOUNTING BRACKET FOR CANOPY E1136-MOUNTING BRACKET FOR CANOPY	\$278.00

Selected Land Pride Attachments

(1) 15 Series Box Scraper, 60" Width BB1560-82-15 Series Box Scraper, 60" Width	\$1,772.00
--	------------

Total Kubota Attachments: \$9,482.00

Total Land Pride Attachments: \$1,772.00

Total Attachments: \$11,254.00

Configured Price: \$32,482.00

Sourcewell Discounts:

Kubota Items: (\$6,756.20)

Land Pride Items: (\$443.00)

Total Discount: (\$7,199.20)

SUBTOTAL: \$25,282.80

Factory Assembly: \$125.00

Kubota Item Fees:

Dealer Assembly: \$595.83

Freight Cost: \$806.25

PDI: \$400.00

Yucca Valley Tax 8.75% \$2,380.86

Total Unit Price: \$29,590.74

Quantity Ordered: 1

Final Sales Price: \$29,590.74

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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



To: Town Council

From: Susan Earnest, Community Services Manager

Date: August 27, 2026

Meeting Date: September 1, 2026

Subject:

Spring/Summer 2026 Community Services Programs Update

Recommendation:

That the Town Council receive and file the report on the Spring/Summer 2026 programs and events organized and conducted by the Community Services Department.

Prior Review:

Town Council approved the Spring/Summer 2026 programs and events organized and conducted by the Community Services Department at the meeting of February 17, 2026.

Discussion:

The staff of the Hi-Desert Nature Museum and the Recreation Division of the Community Services Department will provide an overview of programs and participation details for the Spring/Summer season of 2026 that is nearing completion. Staff will provide an in-person recap and presentation and are happy to answer any questions the council may have.

Highlights of the spring/summer programs include:

Hi-Desert Nature Museum

Exhibits, Events, & Programming

Exhibits

The spring season began with *Wondrous Waste: 2026 Recycled Art Exhibition*. Presented annually for more than 20 years, the 2026 exhibition featured 90 entries from 64 artists. Visitors offered numerous positive comments regarding both the quality of the artwork and the presentation of the exhibition. The opening reception welcomed 250 attendees, and more than 3,800 visitors toured the Museum during the exhibition's seven-week run.

The Museum entered the summer season with *Turtle Travels*, an interactive children's exhibit designed for youth ages 3–12. During its first 13 weeks, the exhibit attracted more than 7,000

visitors.

Events and Programming

Two popular community events returned in Spring 2026: Earth Day in April and Family Fun Day in June.

For its Earth Day event, the Museum partnered with 10 local organizations to offer engaging educational activities for community members of all ages. More than 250 attendees explored conservation and sustainability practices through informational booths and hands-on activities.

The 2026 Family Fun Day, *Repti-Palooza*, was co-hosted by the Museum and the Recreation Department. Approximately 1,200 attendees enjoyed reptile-themed attractions, including a live animal presentation, inflatables, music, food, and educational activities highlighting desert animal adaptations.

Museum programs continued to be highly popular among residents, with nearly every program reaching or approaching capacity. The Museum offered two weeks of spring camp in addition to its annual four-week summer camp program. A total of 57 youth participated in the *Junior Naturalist* and *Ectotherm Extravaganza* camps, where they learned about the local ecosystem through interactive, theme-based activities.

Adult programming also experienced strong participation. Two TetraPak Intaglio Printmaking Workshops and a Natural Insect Repellent Workshop sold out, while the Desert Animal Figure Drawing Workshops and Desert Tortoise Conservation Lecture were also well attended.

Recreation

Enrichment Classes were actively marketed to gather interest from customers. Our newer class, Robotic Robots, was successful in garnering students. Standards such as Stretch N Tone, Ceramics, CPR, Woodcarving and Knit & Crochet remain strong. The Ceramic Workshops have been a popular addition to the art lineup, while Dog Obedience expanded and had a successful advanced class.

Special Events offered a full slate of six concerts for the 2026 Summer Music Festival. Holiday events such as Easter Egg Hunt, Grubstake Days Events, and Independence Day Spectacular also garnered strong participation. Kids' H-2-OH! and the Community Health Fair returned. Movies in the Courtyard was popular with families in April and May. The Murder Mystery Dinner, a staple for evening entertainment in the spring and fall, came close to selling out. The Youth Commission accomplished a long list of teen events, intergenerational programs, youth forums, and volunteering at Town events.

Sports & Wellness Programs

Recreation staff continued to expand and refine Sports & Wellness programming to meet a wide range of community interests, offering opportunities that promote physical activity, skill development, and social engagement for residents of all ages.

Adult Softball Leagues remain a cornerstone of the Town's athletic programming. Three leagues were offered with over 500 players participating. Adult Drop-In Basketball returned for the

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

Youth and adult dance programming continued to grow with expanded offerings including *Dance Mojave Youth* for ages 8–13 and *Dance Mojave Adult* for teens and adults on Thursday evenings, along with *Dance Fundamentals* for ages 6–11 and *Adult Ballet* on Monday evenings. These programs performed well and strengthened their enrollment throughout the season.

Adult fitness programming made a strong showing with the continuation of the *Barre Fusion Pilates* class, offered Monday evenings. Early-childhood *Tumblin’ Tots* for ages 2–4 and *Intro to Gymnastics* program for ages 5–7 also did well, providing age-appropriate physical development and coordination activities.

Pickleball programming continued to grow and diversify ahead of the anticipated opening of the new pickleball facility, with a focus on skill development, varied play formats, and increased participation opportunities for players of all levels. While some programs had to be canceled due to construction delays, customers are poised and eager to take advantage of the new courts.

Outdoor Recreation programming had difficulty finding an audience this season and has been removed from the line-up for now. Staff will consider other options to promote wellness while highlighting local outdoor spaces.

Youth sports camps were very popular with great participation in all three offerings, *Youth Pickleball Camp*, *Girls’ Youth Volleyball Clinic*, and the *Coed Youth Basketball Clinic*, all offered structured instruction and skill development during the summer months.

The Town’s *Fitness Fun Runs* remain signature community events, with the *Grubstakes Run* garnering 83 participants. The upcoming *Galaxy Night 5K Run and 2K Walk* is offered for September. These events continue to promote community wellness, outdoor activity, and family participation.

Aquatics continued to strive to meet the needs of all Swim Lesson participants, continuing to offer day and evening swim classes, private lessons, and Saturday lessons. Fitness offerings included traditional programs such as lap swim and water aerobics. Fun Swim saw the addition of weekend programming and the Summer Swim Pass returned at last year’s rate of \$30 individual or \$100 family of 4, but included admission to Wibit and Swim in Movies, resulting in an increase in sales. Rates were adjusted to keep pace with industry norms, to offset cost increases, and encourage online purchases; online/in person payment for drop-in programs went from \$4/\$6 to \$4/\$7.

Senior Center Programs The newly remodeled Senior Center reopened in the spring and participation levels are back to full capacity with a daily attendance average of 112 seniors. Total monthly visitors for July was 2352 with 21 days open to the public. July’s highest single day attendance was 194 attendees on July 10 with the Mobile Food Pantry a big draw, the

lowest single day attendance of 79 on July 6. New programs are being added to the line-up regularly, including the most recent addition, Mahjong.

Alternatives

None recommended.

Fiscal Impact:

The programs offered by the Community Services Department are funded through the FY 2025-26 and FY2026-27 Adopted Budget. Senior Center programming/operations are funded through Measure Y revenues.

Attachments

1. TC 2026 CS Spring_Summer Planned Programs Participation Report FINAL3

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

Museum Programs

Exhibits			Participation
March - May 2026	Wondrous Waste: 2026 Recycled Art Exhibition	No Charge	3806
May - September 2025	Turtle Travels - Youth Summer Exhibit	No Charge	7000
September 14th-Oct 3rd	Plumbing Replacement - Closure		
Special Events/Programs			
	Mar 26 - Mar 28, 2026	Spring Break - Jr. Naturalist Camp (7-9 years old)	\$50 9
	April 1 - April 3, 2026	Spring Break - Jr. Naturalist Camp (10-12 years old)	\$50 9
New	April 4, 2026	First Saturday - Education Cart Talks 10am & 3pm	No Charge
	May 2, 2026		
	June 6, 2026		
	August 1, 2026		
	September 5, 2026		58
New	April 8, 2026	Storytime with the Mayor	No Charge 18
New	April 17, 2026	Collagraph/Tetrapak Intaglio Printing Workshop	\$20
	May 1, 2026		20
	April 25, 2026	Earth Day at the Museum	No Charge 250
New	May 9, 2026	Natural Insect Repellent Workshop	\$20 15
	June 13, 2026	Family Fun Day	No Charge 1200
	June 17-19, 2026	Summer Camp - Jr. Naturalist (7-9yrs old)	\$50/child 7
	June 25-27, 2026	Summer Camp - Junior Naturalist (10-12yrs old)	\$50/child 10
	July 8, 2026	Summer Discovery Kit (5-12 yrs old)	\$20/kit 24
	July 15-17, 2026	Summer Camp - Ectotherm Extravaganza (7-9 yrs old)	\$50/child 10
	July 22-24, 2026	Summer Camp - Ectotherm Extravaganza (10-12 yrs old)	\$50/child 12
New	August 6, 13, 20, 27	Desert Animal Figure Drawing (Drop in)	Donation 34
	August 14, 2026	Sound Bath with Sound Mind Garden	Donation 20
New	August 19, 2026	Storytime with the Mayor	No Charge 13
New	August 22, 2026	Desert Tortoise Conservation Presentation	Donation 18
			12533

Recreation Programs

Special Events

Holiday Events			
	Saturday, April 4	Easter Egg Hunt	no charge 700
	Thursday, July 4	Independence Day Fireworks (attend in concerts)	no charge
	Tuesday, Sept 8	Holiday Craft Fair Registration	\$30 per table
Health Fair			
	Saturday, May 2	Community Health Fair w/MBHD Partner	no charge 400
Summer Music Festival (family concerts)			
	Friday, July 3 w/Fireworks	Those Guys (Top 40)	no charge 1800
	Saturday, July 12	Woody and the Longboards (Beach Rock)	no charge 550
	Saturday, July 19	The Answer (Classic Rock)	no charge 550
	Saturday, July 26	Upstream (Caribbean & Reggae)	no charge 550
	Saturday, Aug 2	Faultline (Country)	no charge 550
	Saturday, Aug 9	Funk Station (Funk, Soul and R&B)	no charge 550
Family Fun Day (themed special event - Museum/Rec)			
	Saturday, June 13	Family Fun Day (attendance under HDNM)	no charge
H-2-Oh! Summer Water Play			
	Fridays, June 19 - August 14	Water Fun at CC - ages 8/under av 50 per sess.	no charge 400
Movies in the Courtyard			
	Fridays, April 24 - May 22	Childrens movies at the community center	\$2 121
Murder Mystery Dinner			
	Saturday, April 25	Ages 21+	\$35 EB/\$45 Reg 75
	Saturday, October 10	Ages 21+	\$35 EB/\$45 Reg

Public Art

Public Art Programs

Call for Artists January - March	Summer Music Festival Enhancements	Multi-year program	
Call for Artists March - April	2026-2028 YV Branch Library Art Installation	no charge	
Call for Artists April - May	2026 Mural	no charge	
Call for Artists May - June	Brehm Building Art Installation	no charge	
Call for Artists July - August	Founders Plaza Art Installation	no charge	
Launch in September (2027 exhibit)	Coyote Call Art Initiative	no charge	
TBD	Placement for "Together We Can" Art Piece	no charge	

Youth Commission

Youth Commission

25-26 YC Term	(Term Nov-May)	# Youth Appointed	38
Volunteer Activities	HH Run, Egg Hunt, Grubstakes Run	varies	
Saturday, February 14	Senior Valentine's Dance/Dinner	\$10	86
Saturday, May 2	Kid Zone @ MBHCD Health Fair	no charge	176
Thursday, April 21	Middle School Forums @ LCMS	no charge	200
February-May	Food Donation for Unity Home	no charge	

Enrichment Classes

Enrichment Classes

Gardening for Food and Fun	18 & older, Monthly-First Mondays of the Month	\$10 per class	27
CPR Certification	Monthly, total of 7 (alternates Sat & Eve times)	\$25 per session	60
Knit & Crochet	18 & older, Thursday mornings	\$2 per class	170
Arts & Crafts Club	18 & older, Thursday mornings	\$3 per class	72
Self Defense Class	2 Saturday Workshops	\$15 per person	0
Stretch N Tone	18 & older, Tues, Wed, Thurs mornings	\$3 per class	328
Woodcarving	18 & older, Tuesday Mornings	\$2 per class	43
Watercolor Art	18 and older, Thursday Mornings	\$5 per class	52
Draw Club Art Workshops	16 and older, Monthly Workshops	\$20 per workshop	2
Belly Dance/Bollywood Dance	18 and older, Monday afternoons	\$9 per class	55
Robotic Robots	5-10 year olds, 4-week session	\$100/\$25 Drop-in	35
Ceramic Class	2 workshops-Adult Session and Child Session Various dates	\$50 session/\$50 material fee	8
Advanced Dog Obedience	All ages, Thursday Evenings 1 6-week sessions	\$100 per session	6
Basic Dog Obedience	All ages, Thursday Evenings 1 6-week sessions	\$100 per session	14

Adults & Seniors Programs

Av. attend per day 112/2240 mo.	Senior Center Activities/Events: Apr-Aug (5 mo)	varies (most free)	11200
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Sports & Wellness

Adult Softball Leagues - Spring & Summer (March - September) 36 teams total

Spring Casual Coed	Tuesday evenings	\$413 /Team	96
Spring Open Adult Softball	Wednesday evenings	\$413 /Team	96
Spring Casual Coed	Thursday evenings	\$413 / team	96
Summer Casual Coed	Tuesday evenings	\$413 /Team	96
Summer Open Adult Softball	Wednesday evenings	\$413 /Team	96
Summer Casual Coed	Thursday evenings	\$413 / team	96
			576

Adult Drop in Basketball - Spring/Summer (April - Aug)

Casual Coed	Adult Basketball Drop in Wednesday/ Friday evenings	\$5 drop in	549
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Kids Rhythm and Bop April – Aug

Children ages 5-11	Childrens' Dance Class - Wednesday evenings	\$8 drop in	66
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New	Dance Mojave Youth April- Aug			
	Children ages 8-13	Childrens' Dance Class - Thursday evenings	\$40 per month	154
New	Dance Mojave Adult April-Aug			
	Ages 13 and up	Adult Dance Class - Thursday evenings	\$15 drop in \$40 mo	110
New	Dance Fundamentals April - Aug			
	Children ages 6-11	Childrens' Master Class Monday afternoons	\$8 drop in	44
New	Adult Ballet April – Aug			
	Adults 18+	Adult Ballet Class - Monday evenings	\$8 drop in	286
	Barre Fusion Pilates Class March - Aug			
	Adult 18+	Pilates Class Monday evenings	\$8 drop in	264
New	Tumblin' Tots April-September			
	Children ages 2-4	Childrens' movement class Tuesdays 10:30am	\$10 drop in	330
New	Intro to Gymnastics March-October			
	Children ages 5-7	Beginner gymnastics Wednesdays	\$12 drop in	242
Pickleball Tournaments				
	Saturday, May 30 (canceled)	Adult Evening Tournament Round Rotating Partners	\$20/\$25	
Pickleball Skills Clinic				
	April 7- April 28	Pickleball Skills Clinic (4 Tu morning classes)	\$60/\$18 Drop in 90 min.	
	April 8 - April 29	Intro to Pickleball Skills Clinic (4 Wed eve classes)	\$40/\$12 Drop in	
	April 9 - April 30	Pickleball Int. Skills Clinic (4 Th morning w/drills)	\$60/\$18 Drop in 90 min.	
	May 5- May 26	Pickleball Skills Clinic (4 Tu morning classes)	\$60/\$18 Drop in 90 min.	
	May 6 - May 27	Intro to Pickleball Skills Clinic (4 Wed eve classes)	\$40/\$12 Drop in	
	May 7 - May 28	Pickleball Int. Skills Clinic (4 Th morning w/drills)	\$60/\$18 Drop in 90 min.	
	Jun. 5, 11, 18, & 25	Pickleball Specialty Clinic(4 classes with open play)	\$40 for 4/\$12 Drop in	
		Total Clinics		55
New	Pickleball Monthly Round Robin Fridays Under the Lights (canceled)			
	Jun. 19, Jul. 17, Aug. 27, Sep. 9	Mixed Dbles Round Robin Format (4 Fri. eves)	\$20 Drop in	
Outdoor Recreation				
	Canceled	Desert Nature Fest at Healthy Hearts Run 11-1pm	No charge	0
	Canceled	Sunday Kite Flying & Picnic	\$25	0
	Canceled	Plants & People	\$20	0
	Canceled	Amazing Old Town Scavenger Hunt	\$20 per team	0
	Canceled	Tailgate Brunch & Hike (3 Sundays April-May)	\$15	0
	4/11-5/9	Slow Poke Hiking Club	\$5	6
New	Youth Pickleball Camp			
	Mon. - Thu. Jul. 6 - Jul. 9	Ages 8-12 7:30-9:30a/Ages 13-17 7-9pm	\$65	28
Summer Volleyball Clinic				
	June 22-25	Girls' Youth Volleyball Clinic Grades 4-8	\$75	48
Summer Basketball Clinic				
	June 29 - July 2	Coed Youth Basketball Clinic Grades 1-8	\$75	52
Triple Play Kids Academy				
	Saturdays April - July	Ages 3-6 Emphasizes fun, exploration, and foundational skills across three sports, Tball, Soccer, Flag Football	\$45 ea/\$120 for 3	58
Fitness Fun Runs				
	Sunday, May 24	Grubstakes Run 10K, 5K, 2K	\$30/\$35	83
	Saturday, September 12	Galaxy Night 5k Run & 2K Walk	\$30/\$35	

Aquatics

Pool open June 15 - August 8

Swim Lessons

Session I, June 15 - June 25	Monday through Thursday morn/eve instruction; 5 time slots; 6 age and skills-based levels of instruction (option for Saturday morning lessons)	\$60	
Session II, June 29 - July 9		\$60	
Session III, July 13 - 23		\$60	
Session IV, July 27 - Aug 6		\$60	
Saturday Swim School, Session 1	Saturdays for 3 weeks, June 20 - July 11	\$22.50	
Saturday Swim School, Session 2	Saturdays for 4 weeks, July 18 - August 8	\$30	
All Session	Total Session Swim Lessons Sold		524
Private Lessons	Friday Classes Sold	\$30	116

Lifeguard Certification Course

March 30-April 3	Red Cross LG certification course. Open enrollment upon certification participants are offered interviews.	\$220	
April 25, 26, 27, May 2, 3, 4			7

Water Safety Instructor Certification

Session I, May & June	Red Cross WSI certification course.	Inservice training	
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Morning Water Aerobics

M, Tu, Th, F, 7 am	45-minute instructor led water exercises	\$4/\$7	1015
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Lap Swimming Sessions

Mon - Sat, 8:00 am	Drop-in sessions; 50 min, divided swim lanes, circle swimming format	\$4/\$7	561
Mon - Sat, 7:45 pm		\$4/\$7	574

Fun Swim Sessions

Mon - Fri 1 - 4 pm	Public Recreational Swim	\$4/\$7	5913
Friday, July 31 and Aug 7	Evening, Swim-In Movie	\$4/\$7	218
Saturdays 5:30 pm - 8:00 pm	Inflatable Obstacle Course	\$6/\$10	151
Summer Swim Pass	Individual and family of 4 passes	\$30/\$100	189
Total Recreation & SC Participation			31613
Total Museum Participation			12533
Total Spring/Summer Participation Apr-Aug			44146

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



To: Town Council

From: Shane Stueckle, Deputy Town Manager, Jared Jerome, Senior Planner, Evan Willoughby, Associate Planner

Date: July 8, 2026

Meeting Date: September 1, 2026

Subject: Ordinance, Amending Chapter 5.40, Temporary Short Term Vacation Rental Permits, and Resolution, Establishing Nuisance Response Plan Amendment Fee

Recommendation:

That the Town Council finds this item exempt from the California Environmental Quality Action pursuant to CEQA Guidelines Section 15378, as the proposed amendments are not a project under CEQA because they will not cause a “direct physical change in the environment” or a “reasonably foreseeable indirect physical change in the environment” because they do not authorize any specific development activity; and

That the Town Council takes public comments, discusses the policy, and provides direction on the recommended amendments to the Town's Temporary Short Term Vacation Rental policy; and

That the Town Council adopts the Resolution, establishing a Nuisance Response Plan Amendment Fee of \$200.00 for administrative costs in connection with processing changes to nuisance response plans; and

That the Town Council introduces the Ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

Prior Review:

The Town's first TSTVR regulations were adopted effective December 1, 2017.

The Town Council introduced the current regulations at their meeting of February 6, 2024, and adopted the current regulations at their meeting of March 5, 2024.

The Town Council provided direction to staff to bring the ordinance back with recommended changes at their meeting of January 20, 2026.

Discussion:

The Town Council identified timeliness of enforcement on habitual violators of the Town's ordinances as a priority at their January 20, 2026, meeting. The Town's current vacation rental ordinance provides three primary mechanisms to address enforcement, each with its own use cases.

- **Penalties/Fines:** For verified operational violations, a \$1,500 fine applies for the first verified operational violation, a \$3,000 fine applies to the second verified operational violation within twelve (12) months, and a \$5,000 fine applies to the third verified operational violation within twelve (12) months. A property with three (3) violations within a twelve-month period will have accrued a minimum of \$9,500 in total fines.
- **Director's Meetings and Additional Conditions:** When complaints are received regarding the operation of a temporary short-term vacation rental, the Director may schedule a meeting with vacation rental unit owners, property owners, residents, neighborhood residents, regarding the permitting and operations of vacation rentals, the adherence of vacation rentals to adopted standards, regulations and conditions of approval, for the purpose of collecting facts, evidence and information regarding potential violations of regulations and conditions of approval and for preparing recommendations to the Town Manager for potential permit actions. The Director has the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided.
- **Suspension and Revocation:** The Director may recommend suspension or revocation of a permit based on violations of the Town's ordinances. A suspension or revocation hearing with the Town Manager would be scheduled with twenty days (20) advance notice mailed to the property owner. Within ten (10) days of the conclusion of the hearing, the Town Manager issues a decision regarding the suspension or revocation of the permit for the vacation rental property in question. The Town Manager shall have the authority to approve the permit suspension or revocation, modify the existing conditions of the permit, or reject the permit suspension or revocation request. The decision of the Town Manager shall be final.

The proposed changes are summarized in the bullet points listed below and are targeted primarily at enhancing enforcement as directed by the Town Council and changes to reflect current State law.

- Adding a definition of verified violation consistent with State statutory requirements that apply enhanced fines to violations relating to public health or safety.
- Adding language to adopt SB 346 by reference, which allows the Town to require covered booking platforms to provide STR addresses and, when needed, additional information such as the APN or listing URL. It also requires the platforms to display applicable Town license numbers and TOT certifications to make it easier to identify

unpermitted STRs and listings that do not match Town records.

- Amending the requirement for the notarized acknowledgment that the structure meets all building, safety, and zoning codes at the time of construction — to include:
 - That all outdoor lighting shall be fully shielded so that all light goes below a horizontal plane and shall not result in light trespass onto any abutting property.
 - That noise monitoring hardware will be installed on the property prior to operation of the vacation rental, and the data collected by the hardware and software shall be made available to the Town immediately upon request.
 - That trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days.
 - That three (3) verified violations within a period of six (6) months shall result in a Director's Meeting in accordance with Section 5.40.130.
- Amending the plot plan requirement to include the proposed location of noise monitoring equipment.
- Amending current language to state an application may be denied if a prior permit was revoked within the past twenty-four (24) calendar months.
- Amending current language to clarify requirements to submit revised application documentation within fourteen (14) days of any change in materials facts pertaining to the application.
- Amending current language to clarify that requests for conversion of any space into a bedroom shall be submitted to the Town through the building permit application process, which may require plan submittal, inspection, and required fees as established by Town Council.
- Amending current language to clarify that noise reports must be provided to the Town immediately upon request within a period of forty-eight (48) hours and that noise notification thresholds may not exceed the residential levels specified in Chapter 9.34.080 Noise, Table 3-15.
- Adding that property owners shall be required to sign up for pullout services with Burrtec Waste & Recycling, maintain documentation of payment of monthly fees for those pullout services, and provide that documentation to the Town immediately upon request within forty-eight (48) hours.
- Amending current language to clarify eligibility to be consistent with State law that any ADUs (Junior ADU, Conversion ADU, New Construction ADU) that were permitted by the Town pursuant to Government Code Sections 65852.2(e) or 66323 from January 1, 2020, to present cannot be used as short-term rentals.
- Adding that the Town Manager may appoint a designee to conduct a permit suspension or revocation hearing.
- Adding that violations the Director determines is reasonably capable of correction not corrected within five (5) days shall constitute an additional violation, and that nothing in this section limits the Town's authority to pursue any other remedy available under this Chapter, the Town Code, or applicable law.
- Adjusting 2nd verified violation from \$3,500 to \$3,000 consistent with State law.
- Adding that a responsible party may appeal the Director's determination of a verified violation in accordance with the appeal procedures in Chapter 1.04. The hearing officer

may affirm, reverse, or modify the determination.

- Adding hardship waiver procedures for consistency with State law that the Director may grant a hardship waiver to reduce the amount of the fine upon a showing and verified documentation by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.
- Adding that three (3) verified violations within a period of six (6) months shall result in a Director's Meeting in accordance with Section 5.40.130.
- Adding that during a transfer, unless the same prior local contact person is maintained, that operation shall cease until such time as the application for transfer has been processed and issued, and clarifying that transfers shall be processed ahead of applications on the waiting list.
- Establishing a fee by resolution for amendments to nuisance response plans, as identified in the current ordinance.

Alternatives

That the Town Council takes public comments, discusses the policy, provides direction on the recommended amendments to the Town's Temporary Short Term Vacation Rental policy, and requests information or changes to be returned at a future meeting.

Fiscal Impact:

The attached resolution adds a \$200.00 fee for processing amendments to a nuisance response plan, which includes staff time associated with processing and filing the update to application documentation and mailing notice of updated local contact persons to surrounding properties. Other new or modified procedures are to be administered within the existing staffing levels and budget.

Attachments

1. Draft TSTVR Ordinance - Track Changes - TC 9.1.2026
2. TC Resolution No. 26-XX - Nuisance Response Plan Amendment Fee
3. GOV_66323
4. GOV_65852.2 Subd (e)
5. GOV_36900
6. Chapter 5.40

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

WHEREAS, from time to time it is necessary for the Town Council to adopt and amend regulations for various activities within the Town; and

WHEREAS, the Town Council has established regulations for Temporary Short Term Vacation Rentals and the associated permits for those Rentals; and

WHEREAS, the Town Council desires to amend those regulations based upon changing conditions within the Town.

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

SECTION 1: Chapter 5.40, Temporary Short Term Vacation Rental Permit is repealed and restated in its entirety as follows.

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT

SECTION:

- 5.40.010: Purpose
- 5.40.020: Definitions
- 5.40.030: Authorized Agent or Representative
- 5.40.040: Temporary Short-Term Vacation Rental Permit - Required
- 5.40.050: Temporary Short-Term Vacation Rental Permit - Application
- 5.40.060: Operational Requirements and Standard Conditions
- 5.40.070: Additional Development Standards
- 5.40.080: Nuisance Response Plans
- 5.40.090: Maximum Number of Temporary Short-Term Vacation Rental Permits
- 5.40.100: Recordkeeping Duties
- 5.40.110: Permit Administration, Amendments, Revocations and Violations
- 5.40.120: Verified Short-Term Vacation Rental Permit Operational Violations
- 5.40.130: Director's Meetings
- 5.40.140: Expiration of Permits
- 5.40.150: Abandonment
- 5.40.160: Application Waiting List Procedure
- 5.40.170: Transferability

5.40.010: **PURPOSE:**

The purpose of this chapter is to establish regulations for the temporary use of privately owned single-family residential dwellings that are used as short-term vacation rentals and to ensure the collection and payment of transient occupancy taxes as provided in Chapter 3.24 of the Town Code and minimize the negative secondary effects of such use on surrounding residential properties and residents. The permitting process, standards, and regulations contained herein are intended and designed to ensure the public health, welfare and safety, and tranquility, peace, quiet, preservation of the dark night sky, and low-density desert characteristics of Yucca Valley neighborhoods are not altered, affected, or minimized in any manner or form by the operation of Temporary Short-Term Vacation Rentals.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term vacation rental purposes as defined in this Chapter.

5.40.020: **DEFINITIONS:**

For purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

APPLICABLE LAWS, RULES AND REGULATIONS:	Any laws, rules, regulations, and codes (whether local, state, or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term vacation rental, and includes all rules, standards, regulations, and laws as established by the Yucca Valley Town Code in its entirety.
APPLICANT:	The owner of the short-term vacation rental unit or the owner's authorized agent or representative.
AUTHORIZED AGENT OR REPRESENTATIVE:	The designated agent or representative who, in addition to the property owner, is responsible for compliance with this chapter with respect to the short-term vacation rental.
BEDROOM:	Bedroom means a private room in the short-term vacation rental unit for sleeping, separated from other rooms and with no less than 70 square feet of floor area. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered

bedrooms.

DIRECTOR: That person acting in the capacity of the Director of Community Development Department or his or her designee.

DIRECTOR'S MEETINGS: Meetings held by the Director with vacation rental unit owners, property owners, residents, neighborhood residents, regarding the permitting and operations of vacation rentals, the adherence of vacation rentals to adopted standards, regulations and conditions of approval, for the purpose of collecting facts, evidence and information regarding potential violations of regulations and conditions of approval and for preparing recommendations to the Town Manager for potential permit actions.

GUEST: Any individual visiting the Short-Term Vacation Rental Unit who is not a occupant.

GOOD NEIGHBOR BROCHURE: A document prepared by the Town that summarizes the general rules of conduct, consideration, and respect, including without limitation, provisions of the Town of Yucca Valley Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rental units.

LOCAL CONTACT PERSON: The person(s) designated by the owner or the owner's authorized agent or representative who shall be available twenty-four hours per day, seven days per week for the purpose of: (1) responding within fifteen (15) minutes by telephone or text and within or less than thirty (30) minutes to be on-site, to complaints regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit; and (2) taking remedial action to resolve any such complaints.

NUISANCE RESPONSE PLAN: A plan containing the required information identified in this chapter and addresses how the owner will respond to nuisances, including, but not limited to, noise, parties, excessive guests and cars,

light trespass, excessive and windblown trash, trash cans out before or after trash collection day, loud music, bands, and all other similar nuisances.

OCCUPANT:	Any individual two (2) years in age or older, that occupied or intends to occupy a short-term vacation rental unit overnight.
OWNER:	The person(s) or entity(ies) that hold(s) legal and/or equitable title to the subject short-term vacation rental unit.
PROPERTY:	A residential legal lot of record on which a short-term vacation rental unit is located.
RESPONSIBLE PERSON:	An occupant of a short-term vacation rental unit who is at least twenty-one years of age and who is legally responsible for ensuring that all occupants of the short-term vacation rental unit and/or their guests comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.
REVOCATION HEARING:	A hearing to consider revocation of a Temporary Short-Term Vacation Rental permit.
SHORT-TERM VACATION RENTAL (STVR):	A short-term vacation rental is a detached single-family residential unit constructed and permitted for residential dwelling purposes and may include residential accessory structures containing habitable space that were constructed pursuant to the Building Codes in effect at the time of their construction. A short-term vacation rental does not include a duplex, condominium, tent, recreation vehicle, teepee, or any other type of structure, vehicle, or facility which was not constructed and permitted as a detached, habitable, single-family residential unit or as a habitable residential accessory structure.
TEMPORARY SHORT-TERM VACATION RENTAL PERMIT (TSTVRP):	A temporary permit, not exceeding four (4) years in length, issued to the owner of the property, that authorizes the temporary use of a privately owned, habitable, residential dwelling or habitable

residential accessory structure as a short-term vacation rental unit pursuant to the provisions of this Chapter, and which incorporates by consolidation a transient occupancy permit and a business license otherwise required by Chapters 3.24 (Transient Occupancy Tax) and 5.20 (Business Registration) of the Yucca Valley Town Code.

TOWN MANAGER

The Town Manager of the Town of Yucca Valley, or his or her designee.

**SHORT-TERM VACATION
RENTAL UNIT:**

A privately owned detached, habitable, single-family residential dwelling or habitable single-family residential accessory structure, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days; except any private dwelling house or other individually owned habitable residential dwelling unit or habitable single-family residential accessory structure rented only once in a calendar year.

TRANSIENT:

For purposes of this chapter means any person who seeks to rent or who does rent a short-term vacation rental unit.

VERIFIED VIOLATION:

Documented violations that pose a threat to public health or safety as determined by the Director to be a violation of this Chapter 5.40.

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5.40.030: AUTHORIZED AGENT OR REPRESENTATIVE:

- A. An owner may authorize an agent or a representative to comply with the requirements of this chapter on behalf of the owner.
- B. Notwithstanding subsection A, the owner shall not be relieved from any personal responsibility and personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, regardless of whether such noncompliance was committed by the owner's authorized agent or representative or the occupants of the owner's short-term vacation rental unit or their guests.

5.40.040: **TEMPORARY SHORT-TERM VACATION RENTAL PERMIT – REQUIRED:**

A. The owner or the owner's authorized agent or representative shall obtain a temporary short-term vacation rental permit, a business registration certification, and transient occupancy tax certificate from the Town before renting or advertising the availability of a short-term vacation rental unit.

B. A temporary short-term vacation rental permit is valid for a maximum four (4) year period. Permit renewal application for a temporary short-term vacation rental shall be applied for and evaluated by the Town consistent with this Chapter. Temporary short-term vacation rental permits are particular to the property owner, are not transferable unless transferred in accordance with section 5.40.170, and do not run with the land.

~~B.C.~~ Pursuant to Government Code section 50990(b), the Town elects to make the provisions of the Short-Term Rental Facilitator Act of 2025 (Gov. Code, §§ 50990–50996) applicable within the Town's jurisdictional boundaries.

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5.40.050: **TEMPORARY SHORT-TERM VACATION RENTAL PERMIT – APPLICATION:**

A. The owner shall submit the following information on a temporary short-term vacation rental permit application form provided by the Town, in addition to any additional information deemed necessary by the Director.

1. The name, address, telephone number, and email addresses, and address of the owner of the subject short-term vacation rental unit.

2. The name, address, telephone number and email address, of the owner's authorized agent or representative, if any.

3. The name, address, email address, and twenty-four (24) hour telephone number of the local contact person.

4. The address and assessor parcel number of the proposed short-term vacation rental unit, ~~internet listing sites and listing numbers.~~

5. Contact name and phone number of the homeowners association, if applicable.

6. The number of bedrooms ~~in the and the applicable overnight and daytime occupancy limit of the~~ proposed short-term vacation rental unit.

7. Acknowledgement of receipt and inspection of a copy of the good neighbor

brochure.

~~8. The approximate square footage of the TSTVR and the square footage of all bedrooms within the TSTVR.~~

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~~89. Notarized acknowledgement that the structure meets all building and safety and zoning codes of the Town of Yucca Valley at the time of construction, that all outdoor lighting shall be fully shielded so that all light goes below a horizontal plane, and shall not result in light trespass onto any abutting property, and that noise monitoring equipment will be installed on the property prior to operation of the vacation rental, and that trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days, that property owner will sign-up for pull-out services with Burrtec Waste & Recycling, that three (3) verified violations within a period of six (6) months shall result in a Director's Meeting in accordance with Section 5.40.130, and the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.110.~~

~~910. A diagram and/or photographs of the premises showing and indicating the location and designated on-site parking spaces, and the maximum number of vehicles allowed for overnight occupants.~~

~~101. The location of pools, hot tubs, spas, or similar elements installed and/or constructed on the property, and the proposed location of noise monitoring equipment to be installed prior to operation of the short-term vacation rental.~~

~~112. Acknowledgment that the owner, agent, and local contact individuals have read all regulations pertaining to the operation of a short-term vacation rental and acknowledgement of their responsibility to assist in enforcement of operating rules and in the payment of transient occupancy taxes.~~

~~123. Copy of the business registration/application filed with the Town of Yucca Valley for the rental unit.~~

~~133. Copy of the Transient Occupancy Tax (TOT) permit application filed with the Town.~~

~~144. Documentation of insurance coverage for the structure as a STVR.~~

~~155. Nuisance response plan. Failure to submit a nuisance response plan in accordance with this Chapter shall result in the denial of the permit application, and the applicant is required to reinitiate the application process.~~

~~166. Such other information as the Director deems reasonably necessary to administer this Chapter.~~

- B. The temporary short-term vacation rental permit application shall be accompanied by an application fee as established by resolution of the Town Council.
- C. A temporary short-term vacation rental permit application may be denied if ~~the applicant has had~~ a prior temporary short-term vacation rental permit for the same unit ~~was~~ revoked within the past ~~twenty-four~~ four (24) calendar months.
- D. Within fourteen (14) days of a change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the STVR permit application, the owner or owner's authorized agent or representative shall notify the Town in writing of such, and submit revised application documents reflecting such changes, to include any of the information required pursuant to Section 5.40.050. ~~submit an application and requisite application fee for a new temporary short-term vacation rental permit, which shall be obtain, ped~~ prior to continuing to rent the subject unit as a short-term vacation rental. In the event of a change of ownership for a property that previously obtained a temporary short term vacation rental permit, the permit holder shall notify the Town within fourteen (14) days of the change of ownership. The temporary short term vacation rental permit shall immediately expire upon the change of ownership. unless transferred in accordance with section 5.40.170
- E. All applications shall be filed in person by the property owner or the authorized agent or representative of the property owner. ~~Appointments with the Director or the Director's representative are required and shall be scheduled no less than thirty (30) days in advance of application submittal. No application shall be accepted via mail, email, or in person submitted by any individual who is not the property owner or the authorized agent or representative of the property owner.~~
- F: All applications shall be complete at the time of submittal. No incomplete application can be accepted by Town staff.

5.40.060: **OPERATIONAL REQUIREMENTS AND STANDARD CONDITIONS:**

- A. The owner and/or owner's authorized agent or representative shall use reasonably prudent business practices to ensure that the short-term vacation rental unit is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.
- B. In accordance with the table below, only those occupants to whom the short-term vacation rental has been leased, and their guests, are authorized to be on the premises. No other individual is allowed on the property during the leased period. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered bedrooms and shall not be used in the

calculation for determining the maximum number of occupants, guests, and vehicles. Requests for conversion of any space into a bedroom shall be submitted to the Town through the building permit application process, which may require plan submittal, inspection, and required fees as established by Town Council. The number of occupants, guests, and vehicles in any given short-term vacation rental unit shall be limited as follows.

1. The total daytime numbers provided in the table below may only be temporarily exceeded when in conformance with the Special Event Regulations contained in Section 9.38.020 of the Chapter 9.38 of the Yucca Valley Development Code for guests of a permitted special event. The total overnight numbers provided in the table below may not be exceeded.

Number of Bedrooms	Total of Overnight* Occupants and Vehicles	Total Daytime** Occupants (Including Number of Overnight Occupants) and Vehicles
0 - Studio	2	8
1	4	8
2	6	8
3	8	12
4	10	16
5	12	18
6	14	20
7	14	20

*Overnight (10:00 P.M. – 7:00 A.M.) **Daytime (7:00 A.M. – 10:00 P.M.)

- C. While a short-term vacation rental unit is rented, ~~the owner, the owner's authorized agent or representative and/or~~ the owner's designated local contact person shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding, including being physically on site within thirty (30) minutes to complaints and concerns, and responding to all complaints and concerns within fifteen (15) minutes via telephone or text message, regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit or their guests.
- D. The owner, the owner's authorized agent or representative, and/or the owner's designated local contact person shall use reasonably prudent business practices to

ensure that the occupants and/or guests of the short-term vacation rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit.

- E. Noise: No radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside of any short-term vacation rental unit between the hours of 10:00 P.M. and 7:00 A.M.

1. It is unlawful for any owner, renter, occupant, or guest located at a short-term vacation rental unit to make, cause to be made, or allow to be made any loud, excessive, impulsive, or intrusive noise that disturbs the peace or quiet or that causes discomfort or annoyance to any reasonable person of normal sensitivities in the area. Such types of noises or actions causing noises include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting, or transmitting any loud music or noise from any mechanical or electrical sound making or sound amplifying device, and the habitual barking, howling, or crowing of animals.

2. The standard for enforcement of this subsection is the “reasonable person” standard. The inquiry is whether the noise would disturb the peace or quiet or cause discomfort or annoyance to a reasonable person under the same or similar circumstances.

3. Factors that may be considered in determining whether a violation of this subsection has been committed include, but are not limited to the following: the level of noise; the level and intensity of the background (ambient noise), if any; the proximity of the noise to the residential unit in question; the time of day or night the noise occurs; the duration of the noise; whether the noise is constant, recurrent or intermittent; and whether the noise is produced by a mechanical or electronic device.

4. The owner or owner’s authorized agent or representative shall install Noise Aware hardware and software, or its equivalent or better, prior to operations. The data collected by the hardware and software shall be made available to the Town immediately upon request within forty-eight (48) hours. The noise monitoring equipment should be installed as near to abutting property lines as possible. The short-term vacation rental owner may desire to have additional noise and video monitors on the site beyond this requirement. The owner or owner’s authorized agent or representative shall set the hardware and software threshold for notification at the residential levels specified in Chapter 9.34.080 Noise, Table 3-15.

- F. Prior to occupancy of a short-term vacation rental unit, the owner or the owner's authorized agent or representative shall:

1. Obtain the contact information of the responsible person.

2. Provide a copy of the good neighbor brochure to the responsible person.

3. Require such responsible person to execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants of the short-term vacation rental unit and their guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term vacation rental unit and shall require the responsible person to sign a copy of the Town's regulations for short-term vacation rentals. This information shall be maintained by the owner or the owner's authorized agent or representative for a period of three (3) years and be made readily available upon request of any officer of the Town responsible for the enforcement of any provision of the Town Code or any other applicable law, rule, or regulation pertaining to the use and occupancy of the short-term vacation rental unit.

4. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall greet the responsible person or communicate electronically prior to occupancy of the STVR by the responsible person. The responsible person shall be provided a verbal briefing in person or via electronic means on the Town's rules, regulations, and standards for STVRs, and shall sign copies, which must be retained by the owner for a period of three (3) years.

G. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall, upon notification that the responsible person and/or any occupant and/or guest of the short-term vacation rental unit has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, promptly respond in a timely and appropriate manner to immediately halt or prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner, the owner's authorized agent or representative and/or the owner's designated local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term vacation rental unit in a timely and appropriate manner shall be subject to all administrative, legal, and equitable remedies available to the Town.

H. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall report to the Director the name, violation, date, and time of disturbance of each person involved in two or more disorderly conduct activities, disturbances or other violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, within five (5) business days of the second occurrence.

I. Trash and refuse shall not be left stored within public view, except in proper containers

for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days. ~~The owner, the owner's authorized agent or representative shall use reasonably prudent business practices to ensure compliance with all the provisions of Chapter 6.02 (Solid Waste Handling and Recycling Services) of the Town Code. Property owners shall be required to sign up for pullout services with Burrtec Waste & Recycling, maintain documentation of payment of monthly fees for those pullout services, and provide that documentation to the Town immediately upon request within forty-eight (48) hours.~~

- J. No sign, as that term is defined in Ordinance 156 (Signs), shall be posted on the premises to advertise the availability of the short-term vacation rental unit. Off-site directional signs are prohibited. There shall be no displays, sale, or advertising signs on the premises. There shall be no signs other than one unlighted identification sign containing the name and address of the property attached to the building not exceeding two (2) square feet in area per street frontage.
- K. Parking shall be allowed on site only and shall not exceed the maximum number of vehicles as identified in the Table of Section 5.40.060.B. Parking shall be dustproof material including pavement, slag, gravel, or similar material.
- L. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall post a copy of the short-term vacation rental permit and a copy of the good neighbor brochure in a conspicuous place within the short-term vacation rental unit, and a copy of the good neighbor brochure shall be provided to the responsible person of the subject short-term vacation rental unit.
- M. Unless otherwise provided in this Chapter, the owner and/or the owner's authorized agent or representative shall comply with all provisions of Chapter 3.24 of the Town Code concerning transient occupancy taxes, including, but not limited to, submission of returns in accordance with Section 3.24.080 of the Town Code, which shall be filed even if the short-term vacation rental unit was not rented during each such month.
- N. The Director shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided or adequately mitigated.
- O. The standard conditions set forth herein may be modified by the Director upon request of the owner or the owner's authorized agent or representative based on site-specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental would not be allowed. Any hardships identified must relate to

physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

- P. The owner and/or the owner's authorized agent or representative shall post, in a place or location deemed acceptable by the Director, the current short-term vacation rental permit number on or in any advertisement appearing in any newspaper, magazine, brochure, television trade paper, Internet website, etc., that promotes the availability or existence of a short-term vacation rental unit. In the instance of audio-only advertising of the same, the short-term vacation rental permit number shall be read as part of the advertising.
- Q. All outdoor lighting shall be fully shielded so that all light goes below a horizontal plane, and shall not result in light trespass onto any abutting property. Certification shall be provided by the owner prior to permit approval.
- R. Posted Notice within Unit: Each short-term vacation rental unit shall have a clearly visible and legible notice posted within the unit, on or adjacent to the front door, containing the following information:
 - 1. The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be immediately reached on a twenty-four (24) hour basis.
 - 2. The maximum number of occupants.
 - 3. The maximum number of vehicles allowed to be parked on the property.
 - 4. Notification of the arrangements that the owner has made to allow the renter to properly store and dispose of trash or refuse in accordance with the terms of the Town Code.
 - 5. Notification that failure to comply with the requirements of this Chapter, including parking and occupancy standards, as well as public and private nuisance standards, is a violation of the Town Code, and that such violation may result in enforcement actions to address the violation. These may include actions to abate the nonconformity, the institution of criminal, civil, or administrative actions, or, under certain circumstances, the calling of law enforcement for the removal of guest occupants and their vehicles from the property to the extent authorized by law. The notification shall state in a prominent format that users of the unit are prohibited from disturbing the peace of the surrounding neighborhood and that doing so is a violation of this Chapter.
 - 6. Location of utility emergency shut off valves (including how to access valves and, if necessary, tools needed for such purposes).

7. Phone numbers of local emergency medical and law enforcement services.
8. Property boundary map for the purpose of exterior property recreational activities and parking to deter trespassing on other privately owned properties.
9. Notice that noise monitoring equipment has been installed on the property.

5.40.070: **ADDITIONAL DEVELOPMENT STANDARDS:**

The following are additional development standards, in addition to those zoning standards established for single family residential structures as contained in Article 2, Zoning Districts and Development Standards, and Article 3, Development Standards, of Title 9, Development Code, of the Yucca Valley Town Code.

- A. Zoning Districts: STVRs shall be allowed in all Zoning Districts as established on the Yucca Valley Zoning Map. Nonconforming single-family residences with a TSTVR license located in Commercial or Industrial zoning districts shall not register complaints against existing Commercial or Industrial uses for regular Commercial or Industrial operations.
- B. Number of Units Per Parcel: Multiple, eligible, habitable, single-family residential structures may be rented under not more than one temporary short-term rental permit.
- C. Notice:
 1. Following any action to approve a permit application for a short-term vacation rental, the Director shall cause notice to be provided to all property owners and tenants within three hundred (300) feet of the proposed short-term vacation rental site, indicating the approval granted.
 2. The notice of approval to surrounding property owners shall also provide name, email address, and phone number of the "local contact person" designated for the short-term vacation rental unit.
- D. Eligibility:

A legal conforming or nonconforming single family residential dwelling unit or habitable, residential accessory structure for purpose of establishing a temporary short-term vacation rental shall be located on a parcel containing a primary use or shall be located contiguous to a parcel under common ownership that contains a primary use, and shall not be permitted more than one temporary short-term vacation rental permit regardless of the number of parcels. Accessory Dwelling Units (ADUs) that were permitted by the Town pursuant to Government Code Sections 65852.2(e) or 66323 from January 1, 2020, to present cannot be used as short-term rentals.

5.40.080:

NUISANCE RESPONSE PLANS:

- A. Each nuisance response plan accompanying an application for a permit required by this Chapter shall contain the following information and otherwise be in a form required by the Director. The nuisance response plan shall address potential violations of the Yucca Valley Town Code including windblown trash, trash cans placed out before or after trash collection day, excessively loud music, night sky and other lighting violations, parties, loud noises, excessive vehicles, excessive guests, loud parties, and trespassing onto adjoining or surrounding properties. Nuisance response plans that do not adequately address how violations shall be addressed by management operations with the renters in accordance with this Chapter or that do not contain the required information as established by this Chapter or the Director shall result in denial of the temporary short-term vacation rental permit. No application for the same property may be resubmitted to the Town within a twelve (12) month period. Nuisance response plans shall include the following:

1. The name, mailing address, email address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a short-term vacation rental pursuant to the permit.

2. The name, address, email address, and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term vacation rental unit(s) by occupants, their visitors and/or their guests. For the purposes of this Chapter, a return telephone call to a complainant, and the ability to be on-site, within thirty (30) minutes of the initial complaint shall be deemed "prompt." Documentation shall be provided with the application that clearly illustrates the ability for any responding individual to be on-site within the thirty (30) minute time frame.

3. The manner of responding to or causing a response to a nuisance complaint, including, but not limited to, the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.

4. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this Chapter, "timely corrective action" shall include, at a minimum, a telephone call or text message to the primary adult occupant of the short-term vacation rental within fifteen (15) minutes of the initial nuisance complaint. Timely corrective action shall also include being on-site within thirty (30) minutes of the initial nuisance complaint.

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5. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking, or other physical characteristics, if any, that support a request for occupancy greater than two (2) persons per bedroom.

6. The number of off-street parking spaces and number of bedrooms available at the short-term vacation rental unit.

7. Any other information deemed necessary by the Director.

- B. ~~At any time,~~ the owner or owners of a short-term vacation rental unit may change the content of the nuisance response plan approved incidental to the issuance of the permit by filing an amended response plan with the permit administrator. Such amended response plan shall contain all the information and be in the form required by this Section and shall be accompanied by an amended response plan fee in an amount established by the Council by resolution.

5.40.090: **MAXIMUM NUMBER OF TEMPORARY SHORT-TERM VACATION RENTAL PERMITS**

- A. At no time shall the number of Temporary Short-Term Vacation Rental Permits issued exceed ten percent (10%) of the Town's official inventory of detached single-family residential dwelling units. The Director shall annually, in January of each calendar year, adopt the official inventory number of detached single-family residential dwelling units within the Town. The official inventory shall only be adjusted once each calendar year.
- B. After the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received.
- C. No additional TSTVRP shall be issued until an existing TSTVRP has expired, been revoked, or is no longer operational. Upon a TSTVRP expiring, being revoked or no longer in operation, the Director shall cause the next complete application on the waiting list to be processed in accordance with this Chapter.

5.40.100: **RECORDKEEPING DUTIES:**

The owner or the owner's authorized agent or representative shall maintain, for a period of three (3) years, records in such form as may be required by the tax administrator (as defined in Chapter 3.24) to determine the amount of transient occupancy tax owed to the Town. The tax administrator shall have the right to inspect such records at all reasonable times, which may be subject to the subpoena by the tax administrator pursuant to Chapter 3.24 (Transient Occupancy Tax) of the Town Code.

5.40.110: **PERMIT ADMINISTRATION, AMENDMENTS, REVOCATIONS AND VIOLATIONS:**

- A. Additional Conditions: A violation of any provision of this Chapter by any of the occupants, responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall authorize the Director to impose additional conditions on the use of any active short-term vacation rental unit to ensure that any future violations are avoided. The Director shall provide ten (10) days' notice prior to the imposition of additional conditions. The owner may appeal the imposition of additional conditions by submitting a notice of appeal to the Director within 10 days of receiving the notice from the Director. The notice of appeal shall set forth the reasons and evidence that support the owner's position that additional conditions are not necessary to avoid future violations. The notice of appeal shall be accompanied by an appeal fee, as set by the Town Council by resolution. The appeal shall be heard in accordance with subsection (b) of this section.

C.B. Appeal of Additional Permit Conditions: Any appeal of additional conditions imposed by the Director in accordance with this section shall be heard by the Town Manager. The appeal hearing shall be set no more than 30 days from the Town's receipt of the notice of appeal. Imposition of the additional condition shall be stayed until the conclusion of the appeal. At the appeal hearing, the Town Manager shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager shall issue a decision as to whether the additional conditions are necessary to avoid future violations at the STVR property in question. The Town Manager shall have the authority to affirm, modify, or reject the conditions imposed by the Director. The decision of the Town Manager shall be final.

D.C. Permit Suspension or Revocation: Any request for a permit suspension or revocation by the Director based on violations of this Chapter shall be conducted in accordance with the terms and provisions of this subsection (c). The owner of a STVR unit subject to a permit suspension or revocation hearing shall be provided with not less than 20 days' notice prior to the day of the hearing. The hearing shall be conducted by the Town Manager or their designee. The Town Manager or their designee shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be

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used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager or their designee from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager or their designee shall issue a decision regarding the suspension or revocation of the permit for the STVR property in question. The Town Manager or their designee shall have the authority to approve the permit suspension or revocation, modify the existing conditions of the permit, or reject the permit suspension or revocation request. The decision of the Town Manager or their designee shall be final.

E.D. Enforcement and Violations: A violation of any provision of this Chapter by any of the occupant(s), responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall constitute grounds for modification, suspension and/or revocation of the short-term vacation rental permit and/or any affiliated licenses or permits, in addition to public nuisance violation procedures of the Town Code as defined and established in the Town Code.

F.E. The owner shall agree to the conditions of approval and permit requirements, in addition to all other standards and conditions as implemented under Chapter 5.40, as follows.

1. As the owner, I fully understand that the permit authorizes short-term vacation rental activity in a residential neighborhood in the Town of Yucca Valley. Yucca Valley residents value the tranquility, peace, quiet, night sky, and low-density desert characteristics of their neighborhoods. Activities associated with the operation of the short-term vacation rental that disturbs, disrupts, and impedes the general enjoyment of the desert character and qualities that Yucca Valley residents value may result in the issuance of operational penalties, infraction citations, misdemeanor citations and other court actions, up to and including the revocation of the permit, in accordance with Chapter 5.40, these conditions of approval and the Town of Yucca Valley Town Code.

2. As the owner, I fully understand that these Conditions of Approval are for Temporary Short-Term Vacation Rental Permit, TSTVRP XX-XX. The residential structure is located at (address) and is also identified as APN: XXX-XXX-XX. The approved permit is subject to compliance with these conditions of approval. Pursuant to Chapter 5.40 of the Town of Yucca Valley Development Code, effective December 1, 2017, a Temporary Short-Term Vacation Rental Permit is a temporary permit and approval is valid for a ~~forty-eight~~ twenty-four (24) month period. The Town is not obligated or required to renew the permit or to extend the permit beyond the ~~forty-eight~~ twenty-four (24) month approval period. The Town Council

may conclude and close the short-term vacation rental program at any time. This permit is issued to the owner, this permit does not run with the land or structure, and this permit is not transferrable unless transferred in accordance with section 5.40.170, and do not run with the land.

3. As the owner, I fully understand that verified trespass by guest occupants onto any adjoining, adjacent or property in the vicinity of the short- term vacation rental unit may result in revocation or suspension of the temporary short-term vacation rental permit. The permit suspension or revocation hearing shall be administered by the Town Manager or their designee, and the decision of the Town Manager or their designee shall be final.

5.40.120: **VERIFIED SHORT-TERM VACATION RENTAL PERMIT OPERATIONAL VIOLATIONS:**

Verified ~~operational~~ violations ~~of Chapter 5.40 and of any and/or all conditions of approval, at a minimum,~~ shall result in the following. For a violation that the Director determines is reasonably capable of correction, the Town will provide written notice identifying the violation and allowing five (5) days from service of the notice to correct it. Failure to correct the violation within that period may constitute an additional violation. Nothing in this section limits the Town's authority to pursue any other remedy available under this Chapter, the Town Code, or applicable law.

A. \$1,500.00 fine paid to the Town of Yucca Valley for the first verified ~~operational~~ violation.

B. ~~\$3,0~~500.00 fine paid to the Town of Yucca Valley for the second verified ~~operational~~ violation within twelve (12) months.

~~C. C.~~ \$5,000.00 fine paid to the Town of Yucca Valley for the third verified ~~operational~~ violation within twelve (12) months.—

A responsible party may appeal the Director's determination of a verified violation in accordance with the appeal procedures in Chapter 1.04. The hearing officer may affirm, reverse, or modify the determination.

The Director may grant a hardship waiver to reduce the amount of the fine upon a showing and verified documentation by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

~~In addition to the fines set forth in this section, in the event of a violation, the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.140. Three (3) verified violations within a period of six (6) months shall result in a Director's Meeting in accordance with Section 5.40.130.~~

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In addition to the fines set forth in this section, in the event of a violation, the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.110.

5.40.130: DIRECTOR'S MEETINGS:

When verifiable complaints are received, the Director may schedule a review of the Temporary Short-Term Vacation Rental Permit. The Director shall notify the owner and all property owners within three hundred (300) feet of the short-term vacation rental unit no less than twenty (20) days in advance of the Director's meeting.

Attendance by the property owner or owner representative or authorized agent is mandatory. Failure of the owner or owner representative to attend shall result in a suspension or revocation hearing in accordance with this Chapter.-

5.40.140: EXPIRATION OF PERMITS:

Permits expire on the date of expiration listed on the permit. No renewal application can be processed if it has expired prior to the permit renewal application being filed with the Town.

5.40.150: ABANDONMENT:

Applications which do not include all required information shall be deemed incomplete within thirty (30) calendar days from application submittal. After applicant's notice of incomplete application is sent, the application must be complete within forty-five (45) calendar days or application will be deemed abandoned.

5.40.160 APPLICATION WAITING LIST PROCEDURE:

As detailed in 5.40.090, after the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received. The temporary short-term vacation rental permit application shall be accompanied by a waitlist fee as established by resolution of the Town Council. When a TSTVR permit becomes available, application(s) on the waiting list will be processed in the order received.

5.40.170 TRANSFERABILITY:

A TSTVR license may be transferred if the following conditions have been met, however operation of the vacation rental shall cease until such time as the application for transfer has been processed and issued except where the same local contact person as the prior operator is maintained until issuance of the transfer. Transfers processed in accordance with this section are not subject to waiting list procedures in Section 5.40.160 and shall be processed ahead of any applications on the waiting list.

- A. The TSTVR license has not expired.
- B. No verifiable complaints have been made against the TSTVR.
- C. The TSTVR purchaser has paid all TSTVR license fees, and submitted all application materials, and submitted a written statement that operation shall cease unless the same local contact person as the prior operator is maintained until issuance of the transfer.
- D. The TSTVR seller and the TSTVR purchaser have submitted a notarized acknowledgement of the sale of the TSTVR and the transfer of the TSTVR license.

SECTION 2. SEVERABILITY

The Town Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

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SECTION 3. CEQA

This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378. The Town Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

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SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days from its adoption by the Town Council of the Town of Yucca Valley.

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SECTION 5. PUBLICATION

The Town Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the Town in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section ~~36996~~33(c).

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SECTION 6. CERTIFICATION

The foregoing Ordinance was approved and adopted at a meeting of the Town Council held on the _____ day of _____, 2026, by the following vote:

Ayes:

Noes:

Absents:

Abstains:

Merl Abel, Mayor

ATTEST:

Brooke Dudra, Town Clerk

RESOLUTION NO 26-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ESTABLISHING NUISANCE RESPONSE PLAN AMENDMENT FEE PURSUANT TO TOWN OF YUCCA VALLEY MUNICIPAL CODE CHAPTER 5.40, SECTION 5.40.080 (B)

WHEREAS, vacation rental owners and operators are required to maintain a nuisance response plan identifying the local contact person responsible for responding to complaints and addressing nuisance conditions associated with a vacation rental; and

WHEREAS, changes to a nuisance response plan require Town staff to review, process, file, and update Town records to ensure continued compliance with applicable vacation rental regulations; and

WHEREAS, the Town incurs administrative costs in connection with processing changes to nuisance response plans, including staff time associated with reviewing submitted information and sending out updated notices of local contact person to surrounding properties; and

WHEREAS, Town of Yucca Valley Municipal Code, Chapter 5.40, Section 5.40.080 (B) authorizes the Town Council to adopt a fee for amendments to nuisance response plans in an amount established by Council by resolution; and

WHEREAS, the Town has established fully burdened hourly rates for all positions; and

WHEREAS, the fully burdened hourly rates have been appropriately applied to the tasks and time necessary to process the nuisance response plan amendment.

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

SECTION 1. The Town establishes the Nuisance Response Plan Amendment fee at \$200.

SECTION 2. This fee may be adjusted annually by action of the Town Council, with any or all other Community Development/Public Works Department Fees, or independently of other fees, based upon the applicable Consumer Price Index (CPI) for that year.

APPROVED AND ADOPTED THIS 1st day of September 2026.

Merl Abel, Mayor

ATTEST:

Brooke Dudra, Town Clerk

STATE OF CALIFORNIA

COUNTY OF SAN

BERNARDINO TOWN OF

YUCCA VALLEY

I, Brooke Dudra, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Resolution No. 26- as duly and regularly adopted at a meeting of the Town Council of the Town of Yucca Valley, California at a meeting thereof held on the 1st day of September 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Brooke Dudra
TOWN CLERK

State of California

GOVERNMENT CODE

Section 66323

66323. (a) Notwithstanding Sections 66314 to 66322, inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following units, or any combination of the following units:

(1) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(A) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(B) The space has exterior access from the proposed or existing single-family dwelling.

(C) The side and rear setbacks are sufficient for fire and safety.

(D) The junior accessory dwelling unit complies with the requirements of Article 3 (commencing with Section 66333).

(2) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. A local agency may impose the following conditions on the accessory dwelling unit:

(A) A total floor area limitation of not more than 800 square feet of livable space.

(B) A height limitation as provided in subparagraph (A), (B), or (C) of paragraph (4) of subdivision (b) of Section 66321, as applicable.

(3) (A) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(B) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(4) (A) (i) Multiple accessory dwelling units, not to exceed the number specified in clause (ii) or (iii), as applicable, that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limitation in subparagraph (A), (B), or (C) of paragraph (4) of

subdivision (b) of Section 66321, as applicable, and rear yard and side setbacks of no more than four feet.

(ii) On a lot with an existing multifamily dwelling, not more than eight detached accessory dwelling units. However, the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot.

(iii) On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units.

(B) If the existing multifamily dwelling has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this paragraph.

(b) A local agency shall not impose any objective development or design standard that is not authorized by this section upon any unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a).

(c) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(d) The installation of fire sprinklers shall not be required in an accessory dwelling unit or a junior accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit or a junior accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(e) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this section be for a term longer than 30 days.

(f) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(Amended by Stats. 2025, Ch. 520, Sec. 6. (SB 543) Effective January 1, 2026.)

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) (i) Not more than two accessory dwelling units that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limitation in clause (i), (ii), or (iii), as applicable, of subparagraph (D) of paragraph (2) of subdivision (c) and rear yard and side setbacks of no more than four feet.

(ii) If the existing multifamily dwelling has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing multifamily dwelling as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this subparagraph.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite wastewater treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose objective standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

State of California

GOVERNMENT CODE

Section 36900

36900. (a) Violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction. The violation of a city ordinance may be prosecuted by city authorities in the name of the people of the State of California, or redressed by civil action.

(b) Every violation determined to be an infraction is punishable by the following:

(1) A fine not exceeding one hundred dollars (\$100) for a first violation.

(2) A fine not exceeding two hundred dollars (\$200) for a second violation of the same ordinance within one year.

(3) A fine not exceeding five hundred dollars (\$500) for each additional violation of the same ordinance within one year.

(c) Notwithstanding any other law, a violation of local building and safety codes determined to be an infraction is punishable by the following:

(1) A fine not exceeding one hundred thirty dollars (\$130) for a first violation.

(2) A fine not exceeding seven hundred dollars (\$700) for a second violation of the same ordinance within one year.

(3) (A) A fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same ordinance within one year of the first violation.

(B) A fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same ordinance within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

(d) (1) Notwithstanding any other law, including subdivisions (b) and (c), the violation of a short-term rental ordinance that is an infraction is punishable by the following:

(A) A fine not exceeding one thousand five hundred dollars (\$1,500) for a first violation.

(B) A fine not exceeding three thousand dollars (\$3,000) for a second violation of the same ordinance within one year.

(C) A fine not exceeding five thousand dollars (\$5,000) for each additional violation of the same ordinance within one year of the first violation.

(2) For purposes of this section, “short-term rental” means a residential dwelling, or any portion of a residential dwelling, that is rented to a person or persons for 30 consecutive days or less.

(3) For purposes of this section, “residential dwelling” means a private structure that is designed and available, pursuant to applicable law, for use and occupancy by

one or more individuals. “Residential dwelling” does not include a commercially operated hotel, motel, bed and breakfast inn, or a time-share property as defined by subdivision (aa) of Section 11212 of the Business and Professions Code.

(4) The fine limits set by this subdivision apply only to infractions that pose a threat to public health or safety. The fines described in this subdivision shall not apply to a first time offense of failure to register or pay a business license fee. Nothing in this subdivision limits the authority of a city, or city and county, to establish lower fines for specific violations by ordinance.

(e) A city levying a fine pursuant to paragraphs (2) and (3) of subdivisions (b) and (c), and paragraph (1) of subdivision (d), shall establish a process for granting a hardship waiver to reduce the amount of the fine upon a showing by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

(Amended by Stats. 2021, Ch. 307, Sec. 2. (SB 60) Effective September 24, 2021.)

CHAPTER 5.40

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT

SECTION:

5.40.010: Purpose

5.40.020: Definitions

5.40.030: Authorized Agent Or Representative

5.40.040: Temporary Short-Term Vacation Rental Permit - Required

5.40.050: Temporary Short-Term Vacation Rental Permit - Application

5.40.060: Operational Requirements And Standard Conditions

5.40.070: Additional Development Standards

5.40.080: Nuisance Response Plans

5.40.090: Maximum Number Of Temporary Short-Term Vacation Rental Permits

5.40.100: Recordkeeping Duties

5.40.110: Permit Administration, Amendments, Revocations And Violations

5.40.120: Verified Short-Term Vacation Rental Permit Operational Violations

5.40.130: Director's Meetings

5.40.140: Expiration Of Permits

5.40.150: Abandonment

5.40.160: Application Waiting List Procedure

5.40.170: Transferability

5.40.010: PURPOSE:

The purpose of this chapter is to establish regulations for the temporary use of privately owned single-family residential dwellings that are used as short-term vacation rentals and to ensure the collection and payment of transient occupancy taxes as provided in Chapter 3.24 of the Town Code and minimize the negative secondary effects of such use on surrounding residential properties and residents. The permitting process, standards, and regulations contained herein are intended and designed to ensure the public health, welfare and safety, and tranquility, peace, quiet, preservation of the dark night sky, and low-density desert characteristics of Yucca Valley neighborhoods are not altered, affected, or minimized in any manner or form by the operation of Temporary Short-Term Vacation Rentals.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term vacation rental purposes as defined in this Chapter. (Ord. 312, 3-5-2024)

5.40.020: DEFINITIONS:

For purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

APPLICABLE LAWS, RULES AND REGULATIONS: Any laws, rules, regulations, and codes (whether local, state, or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term vacation rental, and includes all rules, standards, regulations, and laws as established by the Yucca Valley Town Code in its entirety.

APPLICANT: The owner of the short-term vacation rental unit or the owner's authorized agent or representative.

AUTHORIZED AGENT OR REPRESENTATIVE: The designated agent or representative who, in addition to the property owner, is responsible for compliance with this chapter with respect to the short-term vacation rental.

BEDROOM: A private room in the short-term vacation rental unit for sleeping, separated from other rooms and with no less than 70 square feet of floor area. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered bedrooms.

DIRECTOR: That person acting in the capacity of the Director of Community Development Department or his or her designee.

DIRECTOR'S MEETINGS: Meetings held by the Director with vacation rental unit owners, property owners, residents, neighborhood residents, regarding the permitting and operations of vacation rentals, the adherence of vacation rentals to adopted standards, regulations and conditions of approval, for the purpose of collecting facts, evidence and information regarding potential violations of regulations and conditions of approval and for preparing recommendations to the Town Manager for potential permit actions.

GUEST: Any individual visiting the Short-Term Vacation Rental Unit who is not an occupant.

GOOD NEIGHBOR BROCHURE: A document prepared by the Town that summarizes the general rules of conduct, consideration, and respect, including without limitation, provisions of the Town of Yucca Valley Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rental units.

LOCAL CONTACT PERSON: The person(s) designated by the owner or the owner's authorized agent or representative who shall be available twenty-four hours per day, seven days per week for the purpose of: (1) responding within fifteen (15) minutes by telephone or text and within or less than thirty (30) minutes to be on-site, to complaints regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit; and (2) taking remedial action to resolve any such complaints.

NUISANCE RESPONSE PLAN: A plan containing the required information identified in this chapter and addresses how the owner will respond to nuisances, including, but not limited to, noise, parties, excessive guests and cars, light trespass, excessive and windblown trash, trash cans out before or after trash collection day, loud music, bands, and all other similar nuisances.

OCCUPANT: Any individual two (2) years in age or older, that occupied or intends to occupy a short-term vacation rental unit overnight.

OWNER: The person(s) or entity(ies) that hold(s) legal and/or equitable title to the subject short-term vacation rental unit.

PROPERTY: A residential legal lot of record on which a short-term vacation rental unit is located.

RESPONSIBLE PERSON: An occupant of a short-term vacation rental unit who is at least twenty-one years of age and who is legally responsible for ensuring that all occupants of the short-term vacation rental unit and/or their guests comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.

REVOCATION HEARING: A hearing to consider revocation of a Temporary Short-Term Vacation Rental permit.

SHORT-TERM VACATION RENTAL (STVR): A short-term vacation rental is a detached single family residential unit constructed and permitted for residential dwelling purposes and may include residential accessory structures containing habitable space that were constructed pursuant to the Building Codes in effect at the time of their construction. A short term vacation rental does not include a duplex, condominium, tent, recreation vehicle, teepee, or any other type of structure, vehicle, or facility which was not constructed and permitted as a detached, habitable, single-family residential unit or as a habitable residential accessory structure.

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT (TSTVRP): A temporary permit, not exceeding four (4) years in length, issued to the owner of the property, that authorizes the temporary use of a privately owned, habitable, residential dwelling or habitable residential accessory structure as a short-term vacation rental unit pursuant to the provisions of this Chapter, and which incorporates by consolidation a transient occupancy permit and a business license otherwise required by Chapters 3.24 (Transient Occupancy Tax) and 5.20 (Business Registration) of the Yucca Valley Town Code.

TOWN MANAGER: The Town Manager of the Town of Yucca Valley, or his or her designee.

SHORT-TERM VACATION RENTAL UNIT: A privately owned detached, habitable, single family residential dwelling or habitable single-family residential accessory structure, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days; except any private dwelling house or other individually owned habitable residential dwelling unit or habitable single-family residential accessory structure rented only once in a calendar year.

TRANSIENT: For purposes of this chapter means any person who seeks to rent or who does rent a short-term vacation rental unit. (Ord. 312, 3-5-2024)

5.40.030: AUTHORIZED AGENT OR REPRESENTATIVE:

A. An owner may authorize an agent or a representative to comply with the requirements of this chapter on behalf of the owner.

B. Notwithstanding subsection A, the owner shall not be relieved from any personal responsibility and personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short term vacation rental unit, regardless of whether such noncompliance was committed by the owner's authorized agent or representative or the occupants of the owner's short-term vacation rental unit or their guests. (Ord. 312, 3-5-2024)

5.40.040: TEMPORARY SHORT-TERM VACATION RENTAL PERMIT - REQUIRED:

A. The owner or the owner's authorized agent or representative shall obtain a temporary short-term vacation rental permit, a business registration certification, and transient occupancy tax certificate from the Town before renting or advertising the availability of a short-term vacation rental unit.

B. A temporary short-term vacation rental permit is valid for a maximum four (4) year period. Permit renewal application for a temporary short-term vacation rental shall be applied for and evaluated by the Town consistent with this Chapter. Temporary short-term vacation rental permits are particular to the property owner, are not transferable unless transferred in accordance with section 5.40.170 , and do not run with the land. (Ord. 312, 3-5-2024)

5.40.050: TEMPORARY SHORT-TERM VACATION RENTAL PERMIT - APPLICATION:

A. The owner shall submit the following information on a temporary short-term vacation rental permit application form provided by the Town, in addition to any additional information deemed necessary by the Director.

1. The name, address, telephone number, and email addresses, and address of the owner of the subject short-term vacation rental unit.
2. The name, address, telephone number and email address, of the owner's authorized agent or representative, if any.
3. The name, address, email address, and twenty-four (24) hour telephone number of the local contact person.
4. The address and assessor parcel number of the proposed short-term vacation rental unit, internet listing sites and listing numbers.
5. Contact name and phone number of the homeowners association, if applicable.
6. The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short-term vacation rental unit.
7. Acknowledgment of receipt and inspection of a copy of the good neighbor brochure.
8. The approximate square footage of the TSTVR and the square footage of all bedrooms within the TSTVR.
9. Notarized acknowledgment that the structure meets all building and safety and zoning codes of the Town of Yucca Valley at the time of construction.
10. A diagram and/or photographs of the premises showing and indicating the location and designated on-site parking spaces, and the maximum number of vehicles allowed for overnight occupants.
11. The location of pools, hot tubs, spas, or similar elements installed and/or constructed on the property.
12. Acknowledgment that the owner, agent, and local contact individuals have read all regulations pertaining to the operation of a short-term vacation rental and acknowledgment of their responsibility to assist in enforcement of operating rules and in the payment of transient occupancy taxes.
13. Copy of the business registration/application filed with the Town of Yucca Valley for the rental unit.
14. Copy of the Transient Occupancy Tax (TOT) permit application filed with the Town.
15. Documentation of insurance coverage for the structure as a STVR.
16. Nuisance response plan. Failure to submit a nuisance response plan in accordance with this Chapter shall result in the denial of the permit application, and the applicant is required to reinitiate the application process.
17. Such other information as the Director deems reasonably necessary to administer this Chapter.

B. The temporary short-term vacation rental permit application shall be accompanied by an application fee as established by resolution of the Town Council.

C. A temporary short-term vacation rental permit application may be denied if the applicant has had a prior temporary short-term vacation rental permit for the same unit revoked within the past twelve (12) calendar months.

D. Within fourteen (14) days of a change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the STVR permit application, the owner or owner's authorized agent or representative shall submit an application and requisite application fee for a new temporary short-term vacation rental permit, which shall be obtained prior to continuing to rent the subject unit as a short-term vacation rental. In the event of a change of ownership for a property that previously obtained a temporary short term vacation rental permit, the permit holder shall notify the Town within fourteen (14) days of the change of ownership. The temporary short term vacation rental permit shall immediately expire upon the change of ownership.

E. All applications shall be filed in person by the property owner or the authorized agent or representative of the property owner. Appointments with the Director or the Director's representative are required and shall be scheduled no less than thirty (30) days in advance of application submittal. No application shall be accepted via mail, email, or in person submitted by any individual who is not the property owner or the authorized agent or representative of the property owner.

F. All applications shall be complete at the time of submittal. No incomplete application can be accepted by Town staff. (Ord. 312, 3-5-2024)

5.40.060: OPERATIONAL REQUIREMENTS AND STANDARD CONDITIONS:

A. The owner and/or owner's authorized agent or representative shall use reasonably prudent business practices to ensure that the short-term vacation rental unit is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.

B. In accordance with the table below, only those occupants to whom the short-term vacation rental has been leased, and their guests, are authorized to be on the premises. No other individual is allowed on the property during the leased period. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered bedrooms and shall not be used in the calculation for determining the maximum number of occupants, guests, and vehicles. The number of occupants, guests, and vehicles in any given short-term vacation rental unit shall be limited as follows.

1. The total daytime numbers provided in the table below may only be temporarily exceeded when in conformance with the Special Event Regulations contained in Section 9.38.020 of the Chapter 9.38 of the Yucca Valley Development Code for guests of a permitted special event. The total overnight numbers provided in the table below may not be exceeded.

Number of Bedrooms	Total of Overnight* Occupants and Vehicles	Total Daytime** Occupants (Including Number of Overnight Occupants) and Vehicles
0 - Studio	2	8
1	4	8
2	6	8
3	8	12
4	10	16
5	12	18
6	14	20
7	14	20

*Overnight (10:00 P.M. - 7:00 A.M.) **Daytime (7:00 A.M. - 10:00 P.M.)

C. While a short-term vacation rental unit is rented, the owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding, including being physically on site within thirty (30) minutes to complaints and concerns, and responding to all complaints and concerns within fifteen (15) minutes via telephone or text message, regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit or their guests.

D. The owner, the owner's authorized agent or representative, and/or the owner's designated local contact person shall use reasonably prudent business practices to ensure that the occupants and/or guests of the short-term vacation rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit.

E. Noise: No radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside of any short-term vacation rental unit between the hours of 10:00 P.M. and 7:00 A.M.

1. It is unlawful for any owner, renter, occupant, or guest located at a short-term vacation rental unit to make, cause to be made, or allow to be made any loud, excessive, impulsive, or intrusive noise that disturbs the peace or quiet or that causes discomfort or annoyance to any reasonable person of normal sensitivities in the area. Such types of noises or actions causing noises include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting, or transmitting any loud music or noise from any mechanical or electrical sound making or sound amplifying device, and the habitual barking, howling, or crowing of animals.

2. The standard for enforcement of this subsection is the "reasonable person" standard. The inquiry is whether the noise would disturb the peace or quiet or cause discomfort or annoyance to a reasonable person under the same or similar circumstances.

3. Factors that may be considered in determining whether a violation of this subsection has been committed include, but are not limited to the following: the level of noise; the level and intensity of the background (ambient noise), if any; the proximity of the noise to the residential unit in question; the time of day or night the noise occurs; the duration of the noise; whether the noise is constant, recurrent or intermittent; and whether the noise is produced by a mechanical or electronic device.

4. The owner or owner's authorized agent or representative shall install Noise Aware hardware and software, or its equivalent or better, prior to operations. The data collected by the hardware and software shall be made available to the Town immediately upon request. The noise monitoring equipment should be installed as near to abutting property lines as possible. The short-term vacation rental owner may desire to have additional noise and video monitors on the site beyond this requirement.

F. Prior to occupancy of a short-term vacation rental unit, the owner or the owner's authorized agent or representative shall:

1. Obtain the contact information of the responsible person.
2. Provide a copy of the good neighbor brochure to the responsible person.

3. Require such responsible person to execute a formal acknowledgment that he or she is legally responsible for compliance by all occupants of the short-term vacation rental unit and their guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term vacation rental unit and shall require the responsible person to sign a copy of the Town's regulations for short-term vacation rentals. This information shall be maintained by the owner or the owner's authorized agent or representative for a period of three (3) years and be made readily available upon request of any officer of the Town responsible for the enforcement of any provision of the Town Code or any other applicable law, rule, or regulation pertaining to the use and occupancy of the short-term vacation rental unit.

4. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall greet the responsible person or communicate electronically prior to occupancy of the STVR by the responsible person. The responsible person shall be provided a verbal briefing in person or via electronic means on the Town's rules, regulations, and standards for STVRs, and shall sign copies, which must be retained by the owner for a period of three (3) years.

G. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall, upon notification that the responsible person and/or any occupant and/or guest of the short-term vacation rental unit has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, promptly respond in a timely and appropriate manner to immediately halt or prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner, the owner's authorized agent or representative and/or the owner's designated local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term vacation rental unit in a timely and appropriate manner shall be subject to all administrative, legal, and equitable remedies available to the Town.

H. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall report to the Director the name, violation, date, and time of disturbance of each person involved in two or more disorderly conduct activities, disturbances or other violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, within five (5) business days of the second occurrence.

I. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days. The owner, the owner's authorized agent or representative shall use reasonably prudent business practices to ensure compliance with all the provisions of Chapter 6.02 (Solid Waste Handling and Recycling Services) of the Town Code.

J. No sign, as that term is defined in Ordinance 156 (Signs), shall be posted on the premises to advertise the availability of the short-term vacation rental unit. Off-site directional signs are prohibited. There shall be no displays, sale, or advertising signs on the premises. There shall be no signs other than one unlighted identification sign containing the name and address of the property attached to the building not exceeding two (2) square feet in area per street frontage.

K. Parking shall be allowed on site only and shall not exceed the maximum number of vehicles as identified in the Table of Section 5.40.060 .B. Parking shall be dustproof material including pavement, slag, gravel, or similar material.

L. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall post a copy of the short-term vacation rental permit and a copy of the good neighbor brochure in a conspicuous place within the short-term vacation rental unit, and a copy of the good neighbor brochure shall be provided to the responsible person of the subject short-term vacation rental unit.

M. Unless otherwise provided in this Chapter, the owner and/or the owner's authorized agent or representative shall comply with all provisions of Chapter 3.24 of the Town Code concerning transient occupancy taxes, including, but not limited to, submission of returns in accordance with Section 3.24.080 of the Town Code, which shall be filed even if the short-term vacation rental unit was not rented during each such month.

N. The Director shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided or adequately mitigated.

O. The standard conditions set forth herein may be modified by the Director upon request of the owner or the owner's authorized agent or representative based on site-specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

P. The owner and/or the owner's authorized agent or representative shall post, in a place or location deemed acceptable by the Director, the current short-term vacation rental permit number on or in any advertisement appearing in any newspaper, magazine, brochure, television trade paper, Internet website, etc., that promotes the availability or existence of a short-term vacation rental unit. In the instance of audio-only advertising of the same, the short-term vacation rental permit

number shall be read as part of the advertising.

Q. All outdoor lighting shall be fully shielded so that all light goes below a horizontal plane, and shall not result in light trespass onto any abutting property. Certification shall be provided by the owner prior to permit approval.

R. Posted Notice within Unit: Each short-term vacation rental unit shall have a clearly visible and legible notice posted within the unit, on or adjacent to the front door, containing the following information:

1. The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be immediately reached on a twenty-four (24) hour basis.
2. The maximum number of occupants.
3. The maximum number of vehicles allowed to be parked on the property.
4. Notification of the arrangements that the owner has made to allow the renter to properly store and dispose of trash or refuse in accordance with the terms of the Town Code.
5. Notification that failure to comply with the requirements of this Chapter, including parking and occupancy standards, as well as public and private nuisance standards, is a violation of the Town Code, and that such violation may result in enforcement actions to address the violation. These may include actions to abate the nonconformity, the institution of criminal, civil, or administrative actions, or, under certain circumstances, the calling of law enforcement for the removal of guest occupants and their vehicles from the property to the extent authorized by law. The notification shall state in a prominent format that users of the unit are prohibited from disturbing the peace of the surrounding neighborhood and that doing so is a violation of this Chapter.
6. Location of utility emergency shut off valves (including how to access valves and, if necessary, tools needed for such purposes).
7. Phone numbers of local emergency medical and law enforcement services.
8. Property boundary map for the purpose of exterior property recreational activities and parking to deter trespassing on other privately owned properties.
9. Notice that noise monitoring equipment has been installed on the property. (Ord. 312, 3-5-2024)

5.40.070: ADDITIONAL DEVELOPMENT STANDARDS:

The following are additional development standards, in addition to those zoning standards established for single family residential structures as contained in Article 2, Zoning Districts and Development Standards, and Article 3, Development Standards, of Title 9, Development Code, of the Yucca Valley Town Code.

A. Zoning Districts: STVRs shall be allowed in all Zoning Districts as established on the Yucca Valley Zoning Map. Nonconforming single-family residences with a TSTVR license located in Commercial or Industrial zoning districts shall not register complaints against existing Commercial or Industrial uses for regular Commercial or Industrial operations.

B. Number of Units Per Parcel: Multiple, eligible, habitable, single-family residential structures may be rented under not more than one temporary short-term rental permit.

C. Notice:

1. Following any action to approve a permit application for a short-term vacation rental, the Director shall cause notice to be provided to all property owners and tenants within three hundred (300) feet of the proposed short-term vacation rental site, indicating the approval granted.

2. The notice of approval to surrounding property owners shall also provide name, email address, and phone number of the "local contact person" designated for the short-term vacation rental unit.

D. Eligibility: A legal conforming or nonconforming single family residential dwelling unit or habitable, residential accessory structure for purpose of establishing a temporary short-term vacation rental shall be located on a parcel containing a primary use or shall be located contiguous to a parcel under common ownership that contains a primary use, and shall not be permitted more than one temporary short-term vacation rental permit regardless of the number of parcels. (Ord. 312, 3-5-2024)

5.40.080: NUISANCE RESPONSE PLANS:

A. Each nuisance response plan accompanying an application for a permit required by this Chapter shall contain the following information and otherwise be in a form required by the Director. The nuisance response plan shall address potential violations of the Yucca Valley Town Code including windblown trash, trash cans placed out before or after trash collection day, excessively loud music, night sky and other lighting violations, parties, loud noises, excessive vehicles, excessive guests, loud parties, and trespassing onto adjoining or surrounding properties. Nuisance response plans that do not adequately address how violations shall be addressed by management operations with the renters in accordance with this Chapter or that do not contain the required information as established by this Chapter or the Director shall result in denial of the temporary short-term vacation rental permit. No application for the same property may be resubmitted to the

Town within a twelve (12) month period. Nuisance response plans shall include the following:

1. The name, mailing address, email address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a short-term vacation rental pursuant to the permit.
2. The name, address, email address, and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term vacation rental unit(s) by occupants, their visitors and/or their guests. For the purposes of this Chapter, a return telephone call to a complainant, and the ability to be on-site, within thirty (30) minutes of the initial complaint shall be deemed "prompt." Documentation shall be provided with the application that clearly illustrates the ability for any responding individual to be on-site within the thirty (30) minute time frame.
3. The manner of responding to or causing a response to a nuisance complaint, including, but not limited to, the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.
4. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this Chapter, "timely corrective action" shall include, at a minimum, a telephone call or text message to the primary adult occupant of the short-term vacation rental within fifteen (15) minutes of the initial nuisance complaint. Timely corrective action shall also include being on-site within thirty (30) minutes of the initial nuisance complaint.
5. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking, or other physical characteristics, if any, that support a request for occupancy greater than two (2) persons per bedroom.
6. The number of off-street parking spaces and number of bedrooms available at the short-term vacation rental unit.
7. Any other information deemed necessary by the Director.

B. At any time, the owner or owners of a short-term vacation rental unit may change the content of the nuisance response plan approved incidental to the issuance of the permit by filing an amended response plan with the permit administrator. Such amended response plan shall contain all the information and be in the form required by this Section and shall be accompanied by an amended response plan fee in an amount established by the Council by resolution. (Ord. 312, 3-5-2024)

5.40.090: MAXIMUM NUMBER OF TEMPORARY SHORT-TERM VACATION RENTAL PERMITS:

A. At no time shall the number of Temporary Short-Term Vacation Rental Permits issued exceed ten percent (10%) of the Town's official inventory of detached single-family residential dwelling units. The Director shall annually, in January of each calendar year, adopt the official inventory number of detached single-family residential dwelling units within the Town. The official inventory shall only be adjusted once each calendar year.

B. After the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received.

C. No additional TSTVRP shall be issued until an existing TSTVRP has expired, been revoked, or is no longer operational. Upon a TSTVRP expiring, being revoked or no longer in operation, the Director shall cause the next complete application on the waiting list to be processed in accordance with this Chapter. (Ord. 312, 3-5-2024)

5.40.100: RECORDKEEPING DUTIES:

The owner or the owner's authorized agent or representative shall maintain, for a period of three (3) years, records in such form as may be required by the tax administrator (as defined in Chapter 3.24) to determine the amount of transient occupancy tax owed to the Town. The tax administrator shall have the right to inspect such records at all reasonable times, which may be subject to the subpoena by the tax administrator pursuant to Chapter 3.24 (Transient Occupancy Tax) of the Town Code. (Ord. 312, 3-5-2024)

5.40.110: PERMIT ADMINISTRATION, AMENDMENTS, REVOCATIONS AND VIOLATIONS:

A. Additional Conditions: A violation of any provision of this Chapter by any of the occupants, responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall authorize the Director to impose additional conditions on the use of any active short-term vacation rental unit to ensure that any future violations are avoided. The Director shall provide ten (10) days' notice prior to the imposition of additional conditions. The owner may appeal the imposition of additional conditions by submitting a notice of appeal to the Director within 10 days of receiving the notice from the Director. The notice of appeal shall set forth the reasons and evidence that support the owner's position that additional conditions are not necessary to avoid future violations. The notice of appeal shall be accompanied by an appeal fee, as set by the Town Council by resolution. The appeal shall be heard in accordance with subsection (b) of this section.

B. Appeal of Additional Permit Conditions: Any appeal of additional conditions imposed by the Director in accordance with this section shall be heard by the Town Manager. The appeal hearing shall be set no more than 30 days from the Town's receipt of the notice of appeal. Imposition of the additional condition shall be stayed until the conclusion of the appeal. At the appeal hearing, the Town Manager shall hear and consider all relevant evidence and receive testimony. The

hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager shall issue a decision as to whether the additional conditions are necessary to avoid future violations at the STVR property in question. The Town Manager shall have the authority to affirm, modify, or reject the conditions imposed by the Director. The decision of the Town Manager shall be final.

C. Permit Suspension or Revocation: Any request for a permit suspension or revocation by the Director based on violations of this Chapter shall be conducted in accordance with the terms and provisions of this subsection (c). The owner of a STVR unit subject to a permit suspension or revocation hearing shall be provided with not less than 20 days' notice prior to the day of the hearing. The hearing shall be conducted by the Town Manager. The Town Manager shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager shall issue a decision regarding the suspension or revocation of the permit for the STVR property in question. The Town Manager shall have the authority to approve the permit suspension or revocation, modify the existing conditions of the permit, or reject the permit suspension or revocation request. The decision of the Town Manager shall be final.

D. Enforcement and Violations: A violation of any provision of this Chapter by any of the occupant(s), responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall constitute grounds for modification, suspension and/or revocation of the short-term vacation rental permit and/or any affiliated licenses or permits, in addition to public nuisance violation procedures of the Town Code as defined and established in the Town Code.

E. The owner shall agree to the conditions of approval and permit requirements, in addition to all other standards and conditions as implemented under Chapter 5.40 , as follows.

1. As the owner, I fully understand that the permit authorizes short-term vacation rental activity in a residential neighborhood in the Town of Yucca Valley. Yucca Valley residents value the tranquility, peace, quiet, night sky, and low-density desert characteristics of their neighborhoods. Activities associated with the operation of the short-term vacation rental that disturbs, disrupts, and impedes the general enjoyment of the desert character and qualities that Yucca Valley residents value may result in the issuance of operational penalties, infraction citations, misdemeanor citations and other court actions, up to and including the revocation of the permit, in accordance with Chapter 5.40, these conditions of approval and the Town of Yucca Valley Town Code.

2. As the owner, I fully understand that these Conditions of Approval are for Temporary Short-Term Vacation Rental Permit, TSTVRP XX-XX. The residential structure is located at (address) and is also identified as APN: XXX-XXX-XX. The approved permit is subject to compliance with these conditions of approval. Pursuant to Chapter 5.40 of the Town of Yucca Valley Development Code, effective December 1, 2017, a Temporary Short-Term Vacation Rental Permit is a temporary permit and approval is valid for a twenty-four (24) month period. The Town is not obligated or required to renew the permit or to extend the permit beyond the twenty-four (24) month approval period. The Town Council may conclude and close the short-term vacation rental program at any time. This permit is issued to the owner, this permit does not run with the land or structure, and this permit is not transferrable.

3. As the owner, I fully understand that verified trespass by guest occupants onto any adjoining, adjacent or property in the vicinity of the short-term vacation rental unit may result in revocation or suspension of the temporary short-term vacation rental permit. The permit suspension or revocation hearing shall be administered by the Town Manager, and the decision of the Town Manager shall be final. (Ord. 312, 3-5-2024)

5.40.120: VERIFIED SHORT-TERM VACATION RENTAL PERMIT OPERATIONAL VIOLATIONS:

Verified operational violations of Chapter 5.40 and of any and/or all conditions of approval, at a minimum, shall result in the following.

- A. \$1,500.00 fine paid to the Town of Yucca Valley for the first verified operational violation.
- B. \$3,500.00 fine paid to the Town of Yucca Valley for the second verified operational violation within twelve (12) months.
- C. \$5,000.00 fine paid to the Town of Yucca Valley for the third verified operational violation within twelve (12) months.

In addition to the fines set forth in this section, in the event of a violation, the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.140 . (Ord. 312, 3-5-2024)

5.40.130: DIRECTOR'S MEETINGS:

When verifiable complaints are received, the Director may schedule a review of the Temporary Short-Term Vacation Rental Permit. The Director shall notify the owner and all property owners within three hundred (300) feet of the short-term vacation rental unit no less than twenty (20) days in advance of the Director's meeting.

Attendance by the property owner or owner representative or authorized agent is mandatory. Failure of the owner to attend shall result in a suspension or revocation hearing in accordance with this Chapter. (Ord. 312, 3-5-2024)

5.40.140: EXPIRATION OF PERMITS:

Permits expire on the date of expiration listed on the permit. No renewal application can be processed if it has expired prior to the permit renewal application being filed with the Town. (Ord. 312, 3-5-2024)

5.40.150: ABANDONMENT:

Applications which do not include all required information shall be deemed incomplete within thirty (30) calendar days from application submittal. After applicant's notice of incomplete application is sent, the application must be complete within forty-five (45) calendar days or application will be deemed abandoned. (Ord. 312, 3-5-2024)

5.40.160: APPLICATION WAITING LIST PROCEDURE:

As detailed in 5.40.090 , after the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received. The temporary short-term vacation rental permit application shall be accompanied by a waitlist fee as established by resolution of the Town Council. When a TSTVR permit becomes available, application(s) on the waiting list will be processed in the order received. (Ord. 312, 3-5-2024)

5.40.170: TRANSFERABILITY:

A TSTVR license may be transferred if the following conditions have been met:

- A. The TSTVR license has not expired.
- B. No verifiable complaints have been made against the TSTVR.
- C. The TSTVR purchaser has paid all TSTVR license fees and submitted all application materials.
- D. The TSTVR seller and the TSTVR purchaser have submitted a notarized acknowledgment of the sale of the TSTVR and the transfer of the TSTVR license. (Ord. 312, 3-5-2024)

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: August 27, 2026

Meeting Date: September 1, 2026

Subject: Western Joshua Tree Legislative Update

Recommendation:

It is recommended that the Town Council receive and file an update on Western Joshua Tree Conservation Act legislation efforts underway in the current state legislative session, and provide input and/or direction as desired.

Prior Review:

The Town Council has previously received legislative updates and related policy considerations regarding the Western Joshua Tree Conservation Act (WJTCA).

Town staff continues to monitor legislative efforts related to the WJTCA and remains engaged with the Town's legislative team and local representatives regarding potential changes to the Act and its implementation.

Discussion:

Town staff will provide a verbal update regarding the current status of relevant Western Joshua Tree legislation, recent developments, and anticipated next steps in the legislative process.

Alternatives

None recommended.

Fiscal Impact:

There is no fiscal impact associated with receiving and filing this report.

Attachments

None