

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 16, 2025**
Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/96581979360?pwd=t9nfR1tiNnfKxaLTXiziulYWxsFRCg.1>

Meeting ID: 965 8197 9360 Passcode: 287890

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

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Town Council

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

* * * *

TOWN ADMINISTRATIVE OFFICE:

760-369-7207

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

AGENDA
MEETING OF THE TOWN COUNCIL
TUESDAY, SEPTEMBER 16, 2025, 5:00 PM

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

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

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

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

OPENING CEREMONIES:

Call to Order

Roll Call

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

Pledge of Allegiance

Invocation

Led by

Presentations, Introductions, Recognitions

Hi Desert Water District- Phase 2 Sewer Project Update
San Bernardino County Transportation Authority (SBCTA)- Measure I Update
Introduction of New Town Employee

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. AB1234 Reporting Requirements

Recommendation:

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

3. Ratification of Warrant Registers

Recommendation:

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

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

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

Recommendation:

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

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

Recommendation:That the Town Council:

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

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

Recommendation:

That the Town Council adopts Ordinance 330

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF YUCCA VALLEY, AMENDING SECTIONS 9.05.030 OF CHAPTER 9.05 (ZONING DISTRICTS AND ZONING MAP) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AMENDING SECTIONS 9.15.020 AND 9.15.030 OF CHAPTER 9.15 (OVERLAY DISTRICTS) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AND ADDING CHAPTER 9.23 (SENIOR MOBILEHOME PARK OVERLAY DISTRICT) TO TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, ESTABLISHING A SENIOR MOBILEHOME

PARK OVERLAY DISTRICT

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

Recommendation:

That the Town Council adopts Resolution 25-XX, approves the specifications for Project No. 8067, and authorizes the Town Clerk to advertise and receive bids.

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

Recommendation:

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

9. 2025 Public Art Program – Utility Box Program

Recommendation:

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

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

Recommendation:

That the Town Council adopt the following resolutions entitled:

1. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING THE TOWN’S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO SAN BERNARDINO COUNTY; and

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

Department Reports

11. 2025-26 Youth Commission Appointments

Recommendation:

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

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

Recommendation:

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

13. Community Center Sports Field Turf Update

Recommendation:

That the Town Council receive and file the update on the Community Center sports fields turf conditions and future maintenance plan.

14. Public Safety Enhancements

Recommendation:That the Town Council;

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

15. Town-wide Landscape Beautification Program

Recommendation:

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

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

Recommendation:

That the Town Council authorize the submittal of RTA grant applications for the following projects.

**Old Town Park-and-Ride and Mobility Hub – Phase 2
Indio Avenue Pavement Extension Project**

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

Recommendation:That the Town Council finds the project exempt from the California Environmental Quality Action pursuant to CEQA Guidelines 15378, 15061 (b)(3), and 15060, C (2)(3).

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

That the Town Council introduces the Ordinance.

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

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 discussion items not on the printed agenda.

Staff Reports and Comments

Mayor and Council Member Reports and Comments

Yucca Valley Animal Shelter Committee Report- Chair Schooler

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

Announcements

Upcoming Meeting Schedule: The regular meeting of Tuesday, October 7, 2025 has been canceled due to a lack of

a quorum. The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, October 21, 2025 at 6:00 PM in the Yucca Valley Community Center Yucca Room.

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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: August 18, 2025

Meeting Date: September 16, 2025

Subject: AB1234 Reporting Requirements

Recommendation:

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

Prior Review:

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

Discussion:

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

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

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

Alternatives

None

Fiscal Impact:

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

Attachments

1. AB1234 August 2025

Town of Yucca Valley
Council Member AB1234 Meeting Schedule
August 2025

Date of Travel	Organization	Description	Location
Mayor Jeff Drozd			
08/14/25	Mojave Desert and Mountain Recycling Authority	JPA Board Meeting	Victorville, CA
Mayor Pro Tem Merl Abel			
	No reportable meetings		
Council Member Rick Denison			
	No reportable meetings		
Council Member Jim Schooler			
	No reportable meetings		
Council Member Robert Lombardo			
	No reportable meetings		

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



To: Town Council

From: Iryna Hess, Accounting Technician

Date: August 18, 2025

Meeting Date: September 16, 2025

Subject: Ratification of Warrant Registers

Recommendation:

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

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

Prior Review:

None for this item

Discussion:

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

Alternatives

None for this item

Fiscal Impact:

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

Attachments

1. Payroll Register - August 01, 2025
2. Payroll Register - August 15, 2025
3. Payroll Register - August 29, 2025
4. Warrant Register 08.01.2025.
5. Warrant Register 08.15.2025.

6. Warrant Register 08.29.2025.

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - August 01, 2025

Fund Distribution Breakdown

Fund Distribution

General Fund	\$281,457.37
Gas Tax Fund	3,916.52
Measure I Fund	13,966.95
Measure Y Fund	2,550.91

Grand Total Payroll	<u>\$301,891.75</u>
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Prepared by HR & Payroll Coordinator: _____

Reviewed by HR & Risk Manager: _____

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 8/01/2025
(July 12, 2025 - July 25, 2025)
Checks: 5785 - 5786

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	1,340.65	0.00	1,340.65
Direct Deposit	165,235.90	0.00	165,235.90
Sub-total	166,576.55		166,576.55
<u>Employee Tax Withholding</u>			
Federal	19,310.87		19,310.87
Medicare	3,053.68	3,053.62	6,107.30
Medicare Surtax	-	-	-
State	8,274.99		8,274.99
Sub-total	30,639.54	3,053.62	33,693.16
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		0.02	0.02
Deferred Compensation	9,403.28	3,093.89	12,497.17
PERS Survivor Benefit	48.00		48.00
Health Café Plan	3,799.53	17,728.08	21,527.61
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	345.86		345.86
PERS EE - Contribution 7.75 %	6,464.17		6,464.17
PERS EE - Contribution 7%	1,655.81		1,655.81
PERS EE - Contribution 8%	4,045.36		4,045.36
PERS Retirement - Employer 7.96%	-	6,639.35	6,639.35
PERS Retirement - Employer 10.19%	-	2,410.39	2,410.39
PERS Retirement - Employer 15.30%	-	7,736.76	7,736.76
PERS UAL Retirement - Employer 41.55%	-	21,010.58	21,010.58
Wage Garnishment - Employee	614.09	-	614.09
Life & Disability Insurance		1,604.07	1,604.07
Pension Fund Stabalization		1,628.34	1,628.34
Other Post Employee Benefit's		3,256.75	3,256.75
Unemployment Insurance		3,611.13	3,611.13
Workers' Compensation		6,190.51	6,190.51
Sub-total	26,712.17	74,909.87	101,622.04
Gross Payroll	\$223,928.26	\$77,963.49	\$301,891.75
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

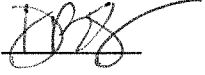
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - August 15, 2025

Fund Distribution Breakdown

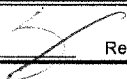
Fund Distribution

General Fund	\$309,913.54
Gas Tax Fund	3,926.52
Measure I Fund	13,674.80
Measure Y Fund	3,010.21

Grand Total Payroll	<u>\$330,525.07</u>
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Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 8/15/2025
(July 26, 2025 - August 08, 2025)
Checks: 5787 - 5788

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	1,386.24	0.00	1,386.24
Direct Deposit	177,015.67	0.00	177,015.67
Sub-total	178,401.91		178,401.91
<u>Employee Tax Withholding</u>			
Federal	22,965.32		22,965.32
Medicare	3,366.79	3,366.83	6,733.62
Medicare Surtax	-	-	-
State	9,621.98		9,621.98
Sub-total	35,954.09	3,366.83	39,320.92
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	0.01	0.01
Deferred Compensation	10,437.77	6,652.51	17,090.28
PERS Survivor Benefit	56.00		56.00
Health Café Plan	4,432.13	22,219.46	26,651.59
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	219.39		219.39
American Fidelity-FSA	345.86		345.86
PERS EE - Contribution 7.75 %	6,657.45		6,657.45
PERS EE - Contribution 7%	1,499.38		1,499.38
PERS EE - Contribution 8%	4,122.35		4,122.35
PERS Retirement - Employer 7.96%	-	6,837.86	6,837.86
PERS Retirement - Employer 10.19%	-	2,182.68	2,182.68
PERS Retirement - Employer 15.30%	-	7,884.00	7,884.00
PERS UAL Retirement - Employer 41.55%	-	21,410.44	21,410.44
Wage Garnishment - Employee	473.79	-	473.79
Life & Disability Insurance		1,502.47	1,502.47
Pension Fund Stabalization		1,769.30	1,769.30
Other Post Employee Benefit's		3,538.67	3,538.67
Unemployment Insurance		3,847.84	3,847.84
Workers' Compensation		6,596.20	6,596.20
Sub-total	28,360.80	84,441.44	112,802.24
Gross Payroll	\$242,716.80	\$87,808.27	\$330,525.07
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - August 29, 2025

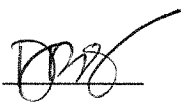
Fund Distribution Breakdown

Fund Distribution

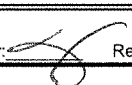
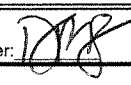
General Fund	\$260,721.35
Gas Tax Fund	3,085.02
Measure I Fund	11,181.45
Measure Y Fund	2,605.48

Grand Total Payroll	<u><u>\$277,593.30</u></u>
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Prepared by HR & Payroll Coordinator: 

Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 8/29/2025
(August 09, 2025 - August 22, 2025)
Checks: 5789 - 5790

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	855.45	0.00	855.45
Direct Deposit	161,434.01	0.00	161,434.01
Sub-total	162,289.46		162,289.46
<u>Employee Tax Withholding</u>			
Federal	28,399.22		28,399.22
Medicare	3,081.68	3,081.61	6,163.29
Medicare Surtax	76.93	-	76.93
State	11,159.26		11,159.26
Sub-total	42,717.09	3,081.61	45,798.70
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	7,044.79	-	7,044.79
PERS Survivor Benefit	-	-	-
Health Caf� Plan	-	-	-
American Fidelity Pre-Tax	-	-	-
American Fidelity After-Tax	-	-	-
American Fidelity-FSA	-	-	-
PERS EE - Contribution 7.75 %	6,527.74		6,527.74
PERS EE - Contribution 7%	1,284.25		1,284.25
PERS EE - Contribution 8%	3,984.74		3,984.74
PERS Retirement - Employer 7.96%	-	6,704.65	6,704.65
PERS Retirement - Employer 10.19%	-	1,869.51	1,869.51
PERS Retirement - Employer 15.30%	-	7,620.83	7,620.83
PERS UAL Retirement - Employer 41.55%	-	20,695.73	20,695.73
Wage Garnishment - Employee	473.78	-	473.78
Life & Disability Insurance		-	-
Pension Fund Stabalization		1,581.91	1,581.91
Other Post Employee Benefit's		3,163.79	3,163.79
Unemployment Insurance		3,151.27	3,151.27
Workers' Compensation		5,402.15	5,402.15
Sub-total	19,315.30	50,189.84	69,505.14
Gross Payroll	\$224,321.85	\$53,271.45	\$277,593.30
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley

Warrant Register from 8/01/2025 to 8/01/2025

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065283	AIS	DF-7150 Finisher for Shelter Copier	456.75
0065284	ALL AMERICAN PUBLISHING	Fall 2025 Guide Advertisement, Account 05-TOWOFY1	280.00
0065285	Maria Dolores Amstutz	Contracted Instructor, Senior Programming	250.00
0065286	GREGORY ALLEN REX	Invoices 8524, 8656	1,608.00
0065287	Arthur Ramirez Gutierrez	Invoices 062425, 071525, 072225	315.00
0065288	AT&T MOBILITY	Cell Phone Service	483.33
0065289	C & L Service, LLC	FY25/26 Radio Site Rental Paxton, PO26-10178	8,400.00
0065290	Castrol Premium Lube & Smog Express	Invoices 80644, 80729, 80738, 80739	291.18
0065291	COMPUTERWORKS NFP SOLUTIONS	Remote Access Premium Plan	500.00
0065292	Antonio Santa Cruz	2025 Youth Basketball Clinic	480.00
0065293	CYNTHIA WEAVER	Screen Print Shirts for Parks Staff	3,110.03
0065294	Dahlin Group, Inc.	Invoices 2506-162, 2506-163	6,648.60
0065295	DEPT OF HOUSING & COMM DEV	Brehm Park Restroom Trailer Registration Renewal	46.00
0065296	Desert Contractors Association	11th Annual Golf Tournament Silver Sponsorship	1,000.00
0065297	Emergency Planning Consultants	Contract Payment for Updating the Town's 2018 Hazard Mitigation Plan	10,000.00
0065298	EWING IRRIGATION PRODUCTS INC	Invoices 26785314, 26970488	3,137.75
0065299	FEDEX	Express Shipping Service	48.34
0065300	Frazier Pest Control, Inc.	07/25 Town-wide Monthly Pest Control	380.00
0065301	FRED'S TIRES	Vehicle Maintenance	200.00
0065302	Geocon West Inc.	YV ARC Project, Professional Services, thru 06/15/2025	35,845.00
0065303	Gold Mountain California News Media, Inc.	Invoices 63547, 63559	2,796.30
0065304	GUY WULF	Invoices 071025, 071725	210.00
0065305	HI-DESERT GLASS	Facilities Maintenance	1,484.35
0065306	Hi-Desert Water District	Water Supply Service	2,329.86
0065307	Hi-Desert Water District	01-03/2025 Measure Z Pass Thru	701,372.61
0065308	Levin Holloway	2025 Youth Basketball Clinic	480.00
0065309	James McCubbin	Reimbursement for Maintenance Equipment Expense	112.39
0065310	Jared Jerome	Travel Expense Reimbursement, ESRI Conference, 07.13.25-07.18.25	543.13
0065311	Landmark Consultants, Inc	YV Aquatic & Recreation Center Prop 68, 07/03/2025-07/16/2025	4,576.00
0065312	MICHAEL E LANG	Contracted Instructor, CPR Class	105.00
0065313	Matich Corporation	Invoices 181154, 181163	6,901.43
0065314	Midwest Veterinary Supply, Inc.	Veterinary Supplies	3,937.30
0065315	NAI Consulting, Inc.	01-06/25 Federal Aid Assistance Fees	310.00
0065316	Nichols Consulting	FY24-25 SB90 State Mandated Cost Claims	3,500.00
0065317	Olympus Properties LLC	Refund of Construction Waste Management Plan Deposit	500.00
0065318	PlaceWorks, Inc.	Invoices TYV-08.0-9, TYV-09.0-5, TYV-11.0-1	3,079.00
0065319	Precision Garage Doors & Gates, Inc.	AS/AC Back Gate Service	2,150.00
0065320	PRO SECURITY SYSTEMS, INC.	Invoices 23365, 23366	5,431.99
0065321	QUALITY STREET SERVICES INC	Street Sweeping Service, Ticket #4585, 07/07/25-07/10/25	8,480.00
0065322	SBCO Animal Care & Control	FY24/25 4th Qtr Apr-Jun 2025, Licensing Pass Through	1,080.00
0065323	CLERK OF THE BOARD OF SUPERVISORS	Notice of Exemption, LUCR 02-24 & EA 07-24 Las Palmas Outdoor Patio@57246 Twentynine Palms	50.00
0065324	Schoeppner Shows	Refund for Temp Special Event Permit , 2025 Grubstakes Day Carnavila-SPL 10-25	5,000.00
0065325	So - Cal Builders Enterprises, Inc	Refund of Construction Waste Management Plan Deposit	500.00
0065326	SoCalGas	07/25 Natural Gas Service	659.02
0065327	Timia Ashley Thomas	2025 Youth Basketball Clinic	480.00
0065328	TOPS N BARRICADES INC	Invoices 1114756, 1114850	5,513.25
0065329	UniFirst Corporation	Invoices 2200286605, 2200289224	356.65
0065330	VAGABOND WELDING SUPPLY	Carbon Dioxide Units Supply for Pool	130.50
0065331	VCA Yucca Valley Animal Hospital	Invoices 5563676723, 5563677318, 5563677878, 5563678218, 5563678727, 5563679015, 5563679029, 5563679392, 5563679466,	4,938.59
0065332	Benjamin Vital	Draw Club Contracted Instructor	60.00

Town of Yucca Valley

Warrant Register from 8/01/2025 to 8/01/2025

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<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065333	Webb Municipal Finance LLC	CFD 11 (Palo Alto) Annexation, 05/25/25-06/28/25	5,000.00
0065334	Evan Willoughby	Travel Expense Reimbursement, ESRI Conference, 07.13.25-07.18.25	1,373.95
0065335	Tomasz Wisniewski	Refund of Construction Waste Management Plan Deposit	500.00
0065336	Yucca Valley Auto Parts, Inc.		
EFT	Staples	Credit Card	2,457.71
EFT	Pacific Western Bank		2,284.77
EFT	WEX Bank	Fuel	447.04
EFT	Capital One	Credit Card	2,381.05
EFT	WEX Bank	Fuel	359.02
EFT	SCE	Electric Service	1,548.54
EFT	THE HOME DEPOT U S A INC.	Credit Card	3,538.62
EFT	TRACTOR SUPPLY CREDIT PLAN	Credit Card	179.36
EFT	ALBERT A WEBB ASSOC	Public Works Inspection Services, 05/25/25-06/28/25	9,405.00
EFT	Animal Care Equipment & Services, LLC	Animal Shelter Aluminum Dog Bed	182.87
EFT	CIRA	Invoices INV-2665, INV-2714, INV-2770	569,481.22
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	Rebuild Kit and Installation Service	695.00
EFT	CDW GOVERNMENT	Renewal of Adobe Indesign Licenses (5)	2,364.00
EFT	Charter Communications	Cable/Fiber Services	4,151.00
EFT	FARMER BROTHERS CO	Office Coffee Supply	725.28
EFT	Fifth Asset, Inc. dba DebtBook	Tier 1- Lease and SBITA Management, 07/17/2025-07/16/2026	7,938.00
EFT	Joshua Curtis Slone	Exercise Physiologist, Senior Programming	675.00
EFT	Knorr Systems Int'l	Invoices 276373, 277181	5,549.17
EFT	Shawn M Matteke	Contracted Instructor, Senior Programming	600.00
EFT	Safework, Inc C/O nFusion Capital	Invoices 00000451-14, 476-1	250,863.10
EFT	Tripepi, Smith & Associates, Inc.	Monthly Retainer for Marketing Support Services	8,517.00
EFT	Yunex LLC	Yucca Trail & Joshua S&I Batteries, PO26-10179	5,473.32
<u>Total Checks:</u>			<u>1,727,237.37</u>

Town of Yucca Valley

Warrant Register from 8/15/2025 to 8/15/2025

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<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0000000[VOID]	Wrynn Slone	Senior Center Contracted Instructor, Art and Craft Class	75.00
0065337	Animal Action League	Invoices 07102025, 2308072	5,726.00
0065338	GREGORY ALLEN REX	Invoices 8662, 8782	1,674.00
0065339	Raini Ameli Armstrong	Contracted Instructor, Watercolor Workshop	35.00
0065340	Arthur Ramirez Gutierrez	Invoices 072925, 080525	210.00
0065341	AVALON URGENT CARE INC	Invoices 26439, 26775, 26776, 26827	355.00
0065342	Dena Bates	Senior Benefit Assistance Program	110.00
0065343	Lara Bennett	Invoices Jul-25, Jul-25, Jul-25, Jul-25	122.80
0065344	DEBRA BREIDENBACH-STERLING	Mileage Reimbursement	117.60
0065345	CALIFORNIA BUILDING STANDARDS COM	SB1473 Fee Report for Apr-Jun 2025	248.40
0065346	Cart Retrieval, Inc.	07/2025 Town-Wide Shopping Cart Retrieval Services	1,140.00
0065347	Castrol Premium Lube & Smog Express	Vehicle Maintenance	43.99
0065348	Regina Costello	Contracted Instructor, Belly Dance Class	69.30
0065349	County of San Bernardino	FY24/25 Vector Control Services	33,031.00
0065350	DEPARTMENT OF CONSERVATION	Fee Report, Apr-Jun 2025	932.96
0065351	DIAMOND AUTOMOTIVE	Disposal of Used Motor oil	59.81
0065352	Dispensing Technology Corporation	PO26-10169, UPM Cold Patch #3 Spring/Fall Mix	8,240.80
0065353	BROOKE DUDRA	Invoices Reimbursement, TR	600.62
0065354	Employment Development Department	UI Benefit Charges, account ID 932-0490-7	4,169.00
0065355	Ennis-Flint, Inc.	Street Signs Supply	1,437.31
0065356	Eugene Lee Silliman	Rental Fee for "Avis Marvelous" Exhibit	3,500.00
0065357	First American Data Tree, LLC	Monthly Subscription for Property Info Website	100.00
0065358	Frazier Pest Control, Inc.	Invoices 221998, 227010	174.00
0065359	FRED'S TIRES	Vehicle Maintenance	1,275.01
0065360	FULTON DISTRIBUTING CO	Janitorial Supplies	1,990.00
0065361	Geocon West Inc.	YV ARC Project, Professional Services, thru 06/30/2025	28,237.50
0065362	Gold Mountain California News Media, Inc.	Invoices 61930, 61931, 64094, 64095, 64096	4,776.03
0065363	GUY WULF	Invoices 072425, 073125	210.00
0065364	HI-GRADE MATERIALS, CO.	Street Maintenance Supplies	844.58
0065365	Hi-Desert Star/The Desert Trail	Newspaper 3-year Subscription, acct#0000499	125.00
0065366	Hi-Desert Water District	Invoices Aug-25, Jul-25	67,980.59
0065367	HIGH DESERT PREGNANCY CLINIC	FY25/26 Measure Y Partnership Agreement	8,750.00
0065368	KCDZ-FM	Invoices 998-00024-0000, 998-00025-0000	1,020.00
0065369	KELLY PAPER COMPANY	Invoices 11981803, 11994045, 11994046	1,078.80
0065370	Krystal Kusmieruk	Claim Settlement	1,024.84
0065371	Landmark Consultants, Inc	YV Aquatic & Recreation Center Prop 68, 07/17/2025-07/30/2025	286.00
0065372	Angela Leggett	Event Refund	60.00
0065373	Living Hope Church	Youth Basketball Facilities Rentals	700.00
0065374	ROBERT LOMBARDO	Travel Expense Reimbursement, Lancaster 07.18.2025.	200.20
0065375	Meilani MacDonald	Contracted Instructor, Open Studio Art	42.00
0065376	Nena C McCullough	Senior Center Expenses Reimbursement	262.97
0065377	Mid-America Arts Alliance	Exhibition Fee for "Nature's Blueprints"Exhibition, 11/10/25-03/16/26	13,500.00
0065378	Victoria Montgomery	Contracted Instructor, Stretch "N" Tone Class	84.00
0065379	Parkers Building Supply	Maintenance Supplies	205.39
0065380	PARS	06/25 Trust Administrator Services	300.00
0065381	Primo Brands	Office Bottled Water Supply	218.66
0065382	PRO SECURITY SYSTEMS, INC.	Invoices 23365, 23366, 23376, 23377, 23378, 23379	6,400.00
0065383	PRO VIDEO	Council Meeting Recording	150.00
0065384	Quadient Finance USA Inc.	Postage	1,000.00
0065385	Jim Schooler	Travel Expense Reimbursement, Lancaster 07.18.2025.	200.20
0065386	Penny Lee Shadwick	Contracted Instructor, Knit and Crochet Class	72.80
0065387	Esta Smith	Contracted Instructor, Thursday Bridge Class	8.40
0065388	Tease Shirts	Staff Clothing	984.60
0065389	Sonsray Machinery, LLC	Equipment Maintenance	4,576.47
0065390	TJKM	Multy-Way Stop Warrant Analsys, 07/01/25-07/31/25	6,081.25
0065391	Trophy Express	Rosewood Plaque	69.95
0065392	UniFirst Corporation	Invoices 2200291922, 2200294421	329.33

Town of Yucca Valley

Warrant Register from 8/15/2025 to 8/15/2025

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<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065393	Urban Renovation and Construction West Inc	Refund of Construction Waste Management Plan Deposit, Permit#2023-223	500.00
0065394	Valley Independent Printing	PO26-10113, Fall/Winter Activity Guide, Printing and Mass Mailing	12,752.26
0065395	VCA Yucca Valley Animal Hospital	Invoices 5563682207, 5563682252, 5563682333, 5563682545	1,409.52
0065396	Mary Worthen	Contracted Instructor, Woodcarving Class	44.80
0065397	Yucca Valley Auto Parts, Inc.	Invoices 513044, 513354	19.38
0065398[VOID]	Amanda C Miranda	PR Net CK to replace CK #5787 for PD 08.15.25.	746.26
0065399[VOID]	Perez, James	PR Net CK to replace CK #5788 for PD 08.15.25.	639.98
EFT	WEX Bank	Fuel	359.02
EFT	TPx Communications	Phone Service	4,718.70
EFT	SCE	Electric Service	52,466.38
EFT	American Business Bank	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#12, period thru 07/31/2025	77,361.01
EFT	Burke Williams and Sorensen LLP	07/25 Professional Services	44,323.57
EFT	Capitol Advocacy LLC	07/2025 Professional Services	10,000.00
EFT	CHARLES ABBOTT ASSOCIATES	Invoices 10022, 69191	56,813.46
EFT	CivicPlus LLC	Invoices 340788, 346040	13,311.27
EFT	Copy Center Plus, Inc.	Aquatics Programming Printing Service	679.68
EFT	FARMER BROTHERS CO	Office Coffee Supply	54.35
EFT	Granicus, LLC	PO26-10063, Software License for Civic Streaming, Agenda&Minutes, 07/01/25-09/30/25	5,493.95
EFT	Holt Architecture	Senior Center Improvements Project, thru 07/31/2025	3,741.60
EFT	Honeywell International Inc.	Mechanical & Electrical Service, Sept 2025	5,551.39
EFT	Mariposa Landscapes Inc.	07/25 Landscape Maintenance	9,397.65
EFT	MD Concrete	PO25-10177, Concrete Repairs Brehm Park, Community Center	17,650.00
EFT	Noel Rodney Owsley	Invoices 07-25-001, 07-25-002, 07-25-003, 07-25-004, 07-25-005, 07-25-006, 07-25-007, 07-25-008, 07-25-009, 07-25-010, 07-25-011, 07-25-012, 07-25	18,950.00
EFT	Robert Clapper Construction Services Inc	YV Aquatic and Recreation Center Construction Project, thru July 31, 2025	1,469,859.13
EFT	Southwest Networks, Inc.	Invoices 25-7093, 25-7094, 25-7508	1,127.50
EFT	Spec Construction Co., Inc.	Invoices Application#5-1, Application#5-2	204,488.45
EFT	Tripepi, Smith & Associates, Inc.	Website Development and Maintenance, Event Video Production, General Account Support	5,240.10
EFT	UniFirst First Aid + Safety	Invoices G602931, G602945, G602956-CM, G602957-CM	127.09
EFT	WILLDAN FINANCIAL SERVICES	Arbitrage Rebate Services, 02/17/2023-06/30/2025	1,250.00
EFT	Yunex LLC	07/25 Traffic Signal Maintenance	333.32
EFT	Wrynn Slone	Senior Center Contracted Instructor, Art and Craft Class	75.00

Total Checks: 2,234,701.98

Town of Yucca Valley

Warrant Register from 8/29/2025 to 8/29/2025

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<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065400	2001 Bellevue LLC	Refund of Construction Waste Management Plan Deposit, Permit#2024-547	500.00
0065401	ACTION PUMPING INC	Senior Center Facility Maintenance	510.00
0065402	Advanced Imaging Solutions	Copier Leases, 07/01/2025-09/30/2025	5,596.35
0065403	NVA Grand Terrace Veterinary Management LP	Veterinary Services	280.00
0065404	GREGORY ALLEN REX	Invoices 8807, 8833, 8859	2,425.00
0065405	Stotz Equipment	Vehicle Maintenance	770.21
0065406	Arthur Ramirez Gutierrez	Invoices 081325, 081425	210.00
0065407	AT&T MOBILITY	Cell Phone Service	429.82
0065408	BASIN WIDE FOUNDATION	Golf Tournament Sponsorship	1,000.00
0065409	Joseph Bowers	Travel Expense Reimbursement, APWA, Chicago, 08/17/25-08/20/25	348.57
0065410	DEBRA BREIDENBACH-STERLING	Mileage Reimbursement	120.40
0065411	Castrol Premium Lube & Smog Express	Invoices 81479, 81555, 81699, 81817, 81892, 81905	428.25
0065412	Peckham & McKenney	Invoices 2, 3	18,333.34
0065413	CoreLogic Solutions LLC, Information Solutions	RQ2 Nationwide Commitment Package, July 2025	524.26
0065414	CYNTHIA WEAVER	Screen Print Clothing	1,022.10
0065415	Dahlin Group, Inc.	YV Aquatic Center Project Services, thru 07/31/2025	6,475.00
0065416	Dan's Carpet Cleaning	Community Center Facility Carpet Cleaning	906.66
0065417	DATA TICKET INC	07/25 Code Enforcement Processing	385.00
0065418	DEPT OF PESTICIDE REGULATION	QAC #95580 License Renewal for Ronald Rice	140.00
0065419	Desert Arc	07/25 Cleaning Services	7,232.04
0065420	Jeff Drozd	Travel Reimbursement, Mojave Desert RA JPA Meeting 08.14.2025.	121.42
0065421	Eve Vykydal	Refund for Special Event	80.00
0065422	EWING IRRIGATION PRODUCTS INC	Irrigation Maintenance Supplies	204.59
0065423	FEDEX	Invoices 8-955-67941, 8-963-72565	71.14
0065424	FRED'S TIRES	Invoices 37276, 37293	1,100.00
0065425	FULTON DISTRIBUTING CO	Janitorial Supplies	678.38
0065426	Gold Mountain California News Media, Inc.	Town Vehicles Sale Advertising	501.75
0065427	GUY WULF	Invoices 080725, 081225, 081425	315.00
0065428	Hi-Desert Water District	Water Supply Service	2,672.28
0065429	Celeste Hilderbrand	Travel Expenses Reimbursement, Anaheim 08.18.25-08.19.25	188.70
0065430	Jack Nelsen	Refund of Construction Waste Management Plan Deposit	500.00
0065431	JDB Builders Inc.	Refund of Construction Waste Management Plan Deposit, Permit#2023-1065	500.00
0065432	JN MultiMedia Production	Photobooth Session Time	800.00
0065433	MICHAEL E LANG	Contracted Instructor, CPR Class	105.00
0065434	MCCS	AD 25-021, MCAGCC Advertising - Annual Guide	1,300.00
0065435	Match Corporation	Invoices 181409, 181413	6,931.79
0065436	Nena C McCullough	Senior Center Expenses Reimbursement	363.46
0065437	MityLite Inc.	Senior Center Furnishing Sample	141.70
0065438	MORONGO UNIFIED SCHOOL DISTRICT	07/25 Fleet Fuel	6,500.08
0065439	Municipal Dental Pool C/O Keenan & Associates, SETECH Department	Monthly Dental Premium Group ID #22642-00001, Sept 2025	2,363.69
0065440	Nelson Mobile Services Inc	Invoices 2717, 2718, 2719, 2720	545.72
0065441	PlaceWorks, Inc.	Invoices TYV-08.0-10, TYV-11.0, TYV-12.0-1	16,778.44
0065442	Ashraf Qishta	Travel Expense Reimbursement, APWA, Chicago, 08/17/25-08/20/25	71.00
0065443	Quadient Leasing USA Inc.	ComDev and Town Hall Postage Machines Leases 09/17/2025-12/16/2025	1,412.22
0065444	QUALITY STREET SERVICES INC	Street Sweeping Service, Ticket #4590, 08/04/25-08/07/25	8,480.00
0065445	JOHN CLAYTON RARDON	TRavel Expense Reimbursement, Alvarado Mft, 07.20.25-07.21.25	285.99
0065446	RON'S AUTOMOTIVE	Maintenace Service	150.00
0065447	SBCO Animal Care & Control	FY24/25 SBCO Animal Shelter Contract Credit	52,034.00
0065448	SBCO RECORDER	SBCO Pims and Bulk Systems Data	110.00
0065449	Tease Shirts	Staff Clothing	125.00
0065450	SoCalGas	08/25 Natural Gas Service	439.67

Town of Yucca Valley

Warrant Register from 8/29/2025 to 8/29/2025

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<u>Check #</u>	<u>Name</u>	<u>Description</u>	<u>Check Amount</u>
0065451	DEPARTMENT OF JUSTICE	07/25 Fees	98.00
0065452	The Friends of Joshua Tree	Climb Smart 2025 Sponsorship	2,000.00
0065453	The Murder Mystery Company	Murder Mystery Fall Event	2,599.00
0065454	TOPS N BARRICADES INC	Streets Maintenance Signs	352.34
0065455	Traffic Management Products, Inc.	Park Signs	93.22
0065456	ULINE	Fleet Maintenance Supplies	431.96
0065457	Ultrasystems Enviromental Inc.	Invoices 13545, 13545	35,069.50
0065458	UniFirst Corporation	Invoices 2200296987, 2200299661	371.60
0065459	Terry Williams	Tree Lighting Ceremony and Winter Holiday Celebration, Santa Performance Service	1,300.00
0065460	Yucca Valley Auto Parts, Inc.	Invoices 514149, 514629	524.51
EFT	WEX Bank	Fuel	240.97
EFT	Pacific Western Bank	Credit Card	20,791.25
EFT	SCE	Electric Service	6,309.21
EFT	Capital One	Credit Card	4,601.45
EFT	Staples	Credit Card	1,537.12
EFT	ALBERT A WEBB ASSOC	Public Works Inspection Services, 06/29/25-07/26/25	990.00
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	Backflow Testing Services	360.00
EFT	Charles Taylor Enviromental	Invoices WO-2130511-1, WO-2130512-1	1,740.00
EFT	Compound YV Foundation	FY25/26 Public Art Community Partnership Funds	5,000.00
EFT	EcoFert, Inc.	07/25 Monthly Program Fees	2,160.00
EFT	FARMER BROTHERS CO	Office Coffee Supply	646.49
EFT	Granicus, LLC	GovAccess PPlus Edition, Website Maintenance Contract, 08/22/25-08/21/26	12,621.62
EFT	HMC Group dba HMC Architects	07/25 YV Aquatic Center Project - prop 68	30,559.86
EFT	Safework, Inc C/O nFusion Capital	Invoices 00000451-15a, 00000451-15b, 00000476-2a, 00000476-2b	121,120.00
EFT	SBCO Sheriff's Department	Invoices 36648, 36663, 36688	1,107,050.92
EFT	SemaConnect LLC	Annual Network Fee for EV Charging Stations (4)@Founders Plaza, 07/2025-07/2026	1,920.00
EFT	Southwest Networks, Inc.	Computer and Laptop for Deputy Town Manager	3,184.85
EFT	Tripepi, Smith & Associates, Inc.	Monthly Retainer for Marketing Support Services	8,517.00
EFT	UniFirst First Aid + Safety	Medical Kit Supply	19.47
<u>Total Checks:</u>			<u>1,525,718.36</u>

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



To: Town Council

From: Shane Stueckle, Deputy Town Manager

Date: August 28, 2025

Meeting Date: September 16, 2025

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

Recommendation:

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

Prior Review:

The Town Council previously conducted a public hearing on this matter, as further described below.

Discussion:

The Town has codified procedures for the consideration of variances in ("YVMC") Chapter 9.73. Under YVMC Chapter 9.73, the following findings must be made for an approving authority to grant a variances:

1. The granting of such variance will not be materially detrimental to other properties or land uses in the area and will not subsequently interfere with the present or future ability to use solar energy systems.
2. There are exceptional or extraordinary circumstances or conditions applicable to the property or to an intended use that do not apply to other properties in the same district or vicinity.
3. The strict application of the land use district deprives such property of privileges enjoyed by other properties in the vicinity or in the same land use district.
4. The granting of the variance is compatible with the objectives, policies, general land

uses and programs in the general plan, this development code and any applicable plan or other ordinance.

On March 26, 2025, Charles A. Gabriels (the “Applicant”) filed an application (Variance No. 01-25) for a variance for a front setback reduction (the “Variance Application”) for the property located at 57461 Bandera Road, Yucca Valley (the “Property”).

On June 10, 2025, the Town Planning Commission conducted a duly noticed public hearing, considered all evidence presented, and denied the Variance Application (“Planning Commission Decision”). The Applicant filed an appeal (Appeal 01-25) of the Planning Commission’s denial of the Variance Application via Letter of Appeal dated June 23, 2025 (the “Appeal”) pursuant to YVMC Chapter 9.81.

On August 19, 2025, the Town Council conducted a duly noticed public hearing, considered all evidence presented, denied the Appeal, and affirmed the Planning Commission Decision, in whole, pursuant to YVMC § 9.81.050.

The proposed Resolution memorializes the Town Council’s August 19, 2025 determination. Specifically, it denies the Appeal and affirms the Planning Commission Decision, in whole, based upon the following findings which preclude approval of the Variance pursuant to YVMC § 9.73.010(E):

1. There are no exceptional or extraordinary circumstances or conditions applicable to the Property or its intended use that do not apply to other properties in the same district, vicinity, or applicable Tract Map No. 7590; and
2. The strict application of the front setback requirement applicable to all parcels in the vicinity, same land use district, or applicable Tract Map No. 7590 would not deprive the Property of privileges enjoyed by other properties in the vicinity, same land use district, or applicable Tract Map No. 7590.

Alternatives

None

Fiscal Impact:

None

Attachments

1. Yucca Valley Resolution - Bandera Variance Denial
2. A 01-25 - TC Staff Report 8-19-2025

RESOLUTION NO. 25-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DENYING APPEAL NO. 01-25 AND UPHOLDING THE PLANNING COMMISSION'S DENIAL OF VARIANCE NO. 01-25 FOR A FRONT SETBACK REDUCTION FOR THE PROPERTY LOCATED AT 57461 BANDERA ROAD AND FINDING SUCH ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL ACT PURSUANT TO CEQA GUIDELINES §§ 15378(b)(5) AND 15061(b)(3)

WHEREAS, a variance is a zoning exception granted by a local agency allowing an activity that would not otherwise be allowed under the zoning ordinance required to minimize a “hardship” *Neighbors in Support of Appropriate Land Use v County of Tuolumne* (2007) 157 CA4th 997, 1007; *Eskeland v City of Del Mar* (2014) 224 CA4th 936, 954; and

WHEREAS, the Town has codified procedures for the consideration of variances in (“YVMC”) Chapter 9.73

WHEREAS, under YVMC Chapter 9.73, the following findings must be made for an approving authority to grant a variances:

A. The granting of such variance will not be materially detrimental to other properties or land uses in the area and will not subsequently interfere with the present or future ability to use solar energy systems.

B. There are exceptional or extraordinary circumstances or conditions applicable to the property or to an intended use that do not apply to other properties in the same district or vicinity.

C. The strict application of the land use district deprives such property of privileges enjoyed by other properties in the vicinity or in the same land use district.

D. The granting of the variance is compatible with the objectives, policies, general land uses and programs in the general plan, this development code and any applicable plan or other ordinance; and

WHEREAS, on March 26, 2025, Charles A. Gabriels (the “Applicant” or “Appellant”) filed an application (Variance No. 01-25) for a variance for a front setback reduction (the “Variance Application”) for the property located at 57461 Bandera Road, Yucca Valley (the “Property”); and

WHEREAS, on June 10, 2025, the Town Planning Commission conducted a duly noticed public hearing, considered all evidence presented, and denied the Variance Application (“Planning Commission Decision”); and

WHEREAS, the Applicant filed an appeal (Appeal 01-25) of the Planning Commission's denial of the Variance Application via Letter of Appeal dated June 23, 2025 (the "Appeal") pursuant to YVMC Chapter 9.81; and

WHEREAS, YVMC § 9.81.010 requires the Town Council to review appeals of Planning Commission decisions; and

WHEREAS, on August 19, 2025, the Town Council conducted a duly noticed public hearing, considered all evidence presented, denied the Appeal, and affirmed the Planning Commission Decision, in whole, pursuant to YVMC § 9.81.050; and

WHEREAS, the Town Council seeks to memorialize its August 19, 2025 determination in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley does resolve, declare, determine and order as follows:

Section 1. Findings. The Town Council of the Town of Yucca Valley finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Determination. The Town Council denies the Appeal and affirms the Planning Commission Decision, in whole, based upon the following findings which preclude approval of the Variance pursuant to YVMC § 9.73.010(E):

A. *Required Finding:* There are exceptional or extraordinary circumstances or conditions applicable to the property or to an intended use that do not apply to other properties in the same district or vicinity.

Finding Cannot Be Made as Follows: There are no exceptional or extraordinary circumstances or conditions applicable to the Property or its intended use that do not apply to other properties in the same district, vicinity, or applicable Tract Map No. 7590. All of the developed lots in the vicinity on Bandera Road are constructed with the 50 ft. front setback required under Tract Map No. 7590. The corner parcel adjacent to the Property at 57505 Bandera Road (on the corner of Bandera Road and Buena Suerte Road) that Appellant claimed was not in compliance with such front setback was shown to comply as the adjacent property's structure complies with the 50 ft. front setback on Buena Suerte Road. Also, the portion of the adjacent property on Bandera Road complied with the 25 ft. side setback imposed under Tract Map No. 7590.

B. *Required Finding:* The strict application of the land use district deprives such property of privileges enjoyed by other properties in the vicinity or in the same land use district.

Finding Cannot Be Made as Follows: The strict application of the front setback requirement applicable to all parcels in the vicinity, same land use district, or applicable Tract Map No. 7590 would not deprive the Property of privileges enjoyed by other properties in the vicinity, same land use district, or applicable Tract Map No. 7590. Each of the developed lots in the project vicinity are constructed consistent with the require setbacks on Tract Map No. 7590, including the

relevant 50 ft. front setback. If a Hi-Desert Water District sewer main is installed on Bandera Road, the other properties in the vicinity would also potentially need to pump their wastewater uphill. No evidence demonstrates that pumping wastewater uphill is not feasible or that pumping waste water uphill would deprive the Property of privileges enjoyed by other applicable properties. For example, the development located at 57419 Bandera Road has a similar driveway design and slope, but was engineered and constructed with a landing instead of a garage to facilitate meeting the setback requirements of Tract Map No. 7590.

Section 3. Environmental Assessment. The Town Council finds that its action memorialized in this Resolution does not constitute a “project” pursuant to California Environmental Quality Act (“CEQA”) Guidelines § 15378(b)(5), as it involves administrative activities that do not result in a physical change to the environment. Alternatively, the action is exempt from CEQA under CEQA Guidelines § 15061(b)(3) (Common Sense Exemption) because there is no possibility that the activity may have a significant effect on the environment.

Section 4. Direction. The Town Clerk, or designee, is directed to transmit a copy of this Resolution to the Appellant.

Section 5. Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to this resolution shall continue in full force and effect unless amended or modified by the Town.

Section 6. Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

Section 6. Direction. The Town Clerk, or designee, is directed to transmit a copy of this Resolution to the Appellant.

PASSED, APPROVED AND ADOPTED this __th day of _____, 2025.

Jeff Drozd, Mayor

ATTEST:

APPROVED AS TO FORM:

Lesley Copeland, Town Clerk

Thomas Jex, Town Attorney

Town of Yucca Valley

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council

From: Jared Jerome, Associate Planner

Jared Jerome, Associate Planner

Date: July 29, 2025

Meeting Date: August 19, 2025

Subject: Appeal of Variance, V 01-25, Environmental Assessment, EA 05-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.

Recommendation:

Environmental Assessment 05-25:

That the Town Council finds the project is exempt from CEQA pursuant to Sections 15303, Class 3 (New Construction of Small Structure); 15305, Class 5 (Minor Alterations in Land Use Limitations), as the proposed project is one single-family residence, does not exceed 2,500 square feet, and a setback variance not resulting in the creation of any new parcel.

Variance 01-25:

That the Town Council upholds the Planning Commission action and denies Variance, V 01-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.

Prior Review:

There has been no prior review of this matter.

Executive Summary:

The Planning Commission is the review authority for variance applications. The Planning Commission's decision is final unless appealed to the Town Council.

At their meeting on June 10, 2025, the Planning Commission reviewed Variance 01-25 and denied the request. On June 23, 2025, the applicant submitted a request for an appeal of the Planning Commission decision.

The project was noticed for Town Council hearing on July 16, 2025, in the Hi Desert Star, and notice was provided to all property owners within 300' of the project site.

Order of Procedure:

Request Staff Report

Open Public Hearing

Request Public Comment
Close Public Hearing
Council Discussion/Questions of Staff
Motion/Second
Discussion on Motion
Call the Question

Discussion:

At their meeting of June 10, 2025, the Planning Commission reviewed and denied variance request V 01-25. On June 23, 2025, the applicant submitted a request for an appeal of the Planning Commission appeal. Below is the letter provided by the applicant specifying the reason for the appeal:

Phase I

1) Reason for my Appeal:

On June 5, 2025, the Yucca Valley Planning Staff summarily recommended to the Yucca Valley Planning Commission, denial of my Variance Application #V 01-25, concerning my vacant 1/2 acre at 57461 Bandera Rd., in the Yucca Valley Western Hills; APN 0596-451-26. Subsequently, on the evening of June 10, 2025, the Commission accepted and approved Staff's recommended denial.

2) Justification:

Why should I appeal to this Town Council?

There is no justification for Staff's June 5th and June 10th denial of my Variance Application V 01-25! Why was my concept, my vision, trampled upon during the June 10th Planning Commission Hearing? This is a project that should have been welcomed; approved without question; a design to make an Architectural interesting contribution to the Yucca Valley landscape. It should have been recommended right out of the starting gate. When Staff first saw my renderings, Jared Jerome remarked, "That's cool". Why am I made to feel defensive? I should have nothing to defend here!

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History: 26 years before Yucca Valley became an incorporated Town in 1991; way back in 1965 when this area was all County, San Bernardino recorded 50 foot setbacks (typically Tract Map 7590) on down sloping lots. 50 feet exceeds the current Yucca Valley Development Code by 100%. The question is, which takes precedence - an archaic non-conforming County imposed Tract Map, or the Town's 'Development Code'? If one

chooses the County, then the Yucca Valley Development Code is meaningless, and its terms unenforceable.

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Please bear-in-mind, the tenets, the principles, the hallmarks justifying the granting of a Variance in California, are 'special circumstances.' Topography, and Privileges are my special circumstances, which qualify my Variance V 01-25 for approval!

Due to the fact my property drops off at 45 degrees from the edge of pavement, and has no flat pad, I requested the same reduction in front setback (60%), twice previously granted by the Commission. Those approvals set a Precedent, a Privilege. My property is eligible for the same 60% reduction in front setback. Plus my requested 20 foot setback, is actually only two and one-half feet (2.5') less, than the 25 feet minus 10%, allowed by Yucca Valley Development Code.

Within Staff's 320 page Report (packet), submitted to the Yucca Valley Planning Commission on June 5th:

- 1. 69 of those pages were devoted to my Application, albeit, 41 of those 69 pages are photos taken and submitted by Staff, yet none of remaining 28 pages discuss my projects merits; there is only criticism.*
- 2. On seven of those 28 pages, statements attributed to me are not my words nor my meaning. Staff mis-quoted and distorted my 'Variance Findings'. So included within this envelope is my actual 3 page response, to 'Variance Findings'.*
- 3. In order to support Staffs denial of V 01-25, Staff chose nine adjacent properties as comparables to justify denial. Yet those nine have no bearing on the Topography of my lot #30. None of them are at all comparable to my property. Five existing homes are sited on uphill lots, whereas mine is downslope at 45 degrees from edge of pavement (see included photos). Three are homes on my same south side of Bandera (such as 57419 Bandera), that have the privilege of being on flat pads. The ninth is a home located on my same south side of Bandera, roughly 115 feet east of my lot, with its 57505 Bandera Rd. address, front yard, and front door, all on a 25 foot front setback.*
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3) Action requested:

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Phase II

As this Council's hands are tied, I have no expectation for approval of my herein Appeal. So what is the Hidden Agenda here?

Because there is no solid logical reason on God's-green-earth, that my Variance Application should have been denied, what is the reason; What is the 'Hidden Agenda'?

If not malice, then what is Staff's legitimate intent for denying my Variance request?

Especially since In the recent past, the Commission approved two similar requests.

The answer is - there is no legitimate justification, only malice aforethought.

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same direction. Therefore this Town Council is powerless to reverse Planning Staff's denial of my V 01-25.

Undisputed facts:

- 1. Without harm to anyone, my V 01-25 submittal of March 26th, 2025, does not violate nature, government, or law.*
- 2. Two hallmarks, principles, for the granting of a Variance in California are Topography and Privilege. My property qualifies for both those 'special circumstances'.*
- 3. All Planning Commission Hearings are video recorded, and on three (3) separate occasions, during only one such Hearing, Staff testified that 25 foot front setbacks are consistent with Yucca Valley's single family residence zoning.*
- 4. Precedent has been established by the Planning Commission's approval of two 60% front setback reduction requests. Therefore, my property is eligible for the same 60% front setback reduction.*
- 5. Deputy Town Manager Shane Stueckle, unequivocally stated; "Under California State Law, Public Hearing Rules are very, very specific, and those Privileges you provide to one, you provide to all."*

In the Yucca Valley government process, this Town Council is the final denial of my V 01-25 request. So if my assumptions here are 'spot-on', and my herein Appeal is a mere 'formality', I apologize for wasting your time, and we can all move on with life.

As a victim of Yucca Valley's 'Anti-Development Policy', led by Deputy Town Manager Shane Stueckle, Associate Staff Planner Jared Jerome, and Planning Commissioner J. Clint Stocker, once I receive Town Council denial; I will be left with no recourse, but to file a lawsuit in the San Bernardino County Superior Court, plus expose this insidious betrayal of trust, to the rest of the world at large.

To date, it has cost me \$4,532 (\$2,878 = Variance Application + \$1,654 = Appeal) in order to ultimately obtain Town Council denial. But for me, the good news is, that being in my 90th year, and subsiding on a senior's 'Fixed Income', all my Court fees are waived. According to the 'American Rule', plus the 'California Code of Civil Procedures', the Plaintiff (myself) is not responsible for Defendants costs, whether Defendant be a government or an individual. Therefore, my only expense is my time, which I am more than grateful to donate, out of respect for my justifiable and worthy project.

The letter above references two prior variance applications: V 03-21 and V 04-21.

V 03-21 was a request to encroach on the front setback and exceed the size limitations for an accessory structure for an aircraft hangar located at a 6728 Lindberg Lane. In the case of V 03-21, the circumstance that necessitated a variance was that the property was adjacent to the

airport runway. In this particular case, the side slope off the runway limits height of structures, allowing structures to increase in height as one moves further away from the runway. Additionally, the flood zone request elevation of certain structures, so there can be conflicts between the need to raise the finished floor of a habitable structure while keeping the structure height below the maximum allowed by the side slope coming off the runway.

When evaluating construction, and in this case, variances requests, in proximity to the airport, there are different considerations that are not applicable in any other area of the Town. There are significantly different physical constraints in proximity to airports that do not exist around any other similarly zoned lands in Yucca Valley. Additionally, one other feature common around airports is larger structures (hangars) which allows for protection of aircraft and associated equipment. As illustrated by the development patterns around the airport, many properties have larger accessory structures than typically seen in residential neighborhoods and then allowed by the Yucca Valley Development Code.

The requirements for structures to not encroach on the airport runway height requirements and the necessity to store aircraft both represent exceptional circumstances or conditions necessitating a variance.

V 04-21 was a request to reduce a Residential, Hillside Reserve (R-HR) required front setback of 75' due to the property being located on a significant cliffside dropping down to Morongo Valley. V 04-21 was discussed during the Planning Commission hearing on June 10, 2025. The elevation gain on the site is approximately 270 feet. The significant cliffside and limited building envelope of the project site represents exceptional circumstances or conditions necessitating a variance.

At the June 10, 2025 Planning Commission meeting, the applicant inquired as to why staff included the "Grading and Site Plan" but not the other three (3) provided site plans. Staff had previously asked the applicant which site plan they wanted to present, as the aforementioned site plans that were submitted were not consistent with each other. Each site plan is included as an attachment to this agenda item.

In the appeal letter provided above, the applicant references architectural renderings of the project, staff's opinion of the design, and staff not including those renderings in the staff report. Architectural renderings and design are not relevant to the four required findings listed below and are not a submittal requirement for a variance. Therefore, they were not included in the Planning Commission staff report. However, the renderings are attached to this item for reference.

REQUIRED FINDINGS:

State law and the Town's Development Code are specific in the criteria for the approval of a variance. Variances can only be applied when special circumstances or conditions, such as size, shape topography or location apply to a property which would make the strict application of

the Development Code's standards impractical or physically impossible. As a result of the criteria, the findings for a variance are also very specific. The applicant has provided the following answers to the variance findings questions:

1. Will the granting of this variance be detrimental to other properties or land uses in the area or substantially interfere with the present or future ability to use solar energy systems?

The granting of the requested variance is not anticipated to affect the neighboring properties or the future ability to use solar energy systems. The proposed single-family home would not affect the developable area of the adjacent properties.

2. Are there exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply to other properties in the same district or vicinity?

No, the circumstances and conditions of the property is consistent with neighboring properties in the project vicinity.

3. Will the strict application of the land use district regulations deprive such property of privileges enjoyed by other properties in the vicinity or in the same land use district?

No, application of the land use district regulations is anticipated to result in the same privileges enjoyed by other properties in the vicinity and same land use district.

4. Is the variance request in conformance with the objectives, policies, and programs specified in the General Plan and any applicable plan?

Yes, the General Plan land use designation encourages rural lifestyle and country living. The construction of a single-family residence, as described above, does not alter the intended use or character of the neighborhood.

ARTICLE 3. Administration [65900 - 65909.5]

(Article 3 added by Stats. 1965, Ch. 1880.)

Government Code Section 65906 states:

Variances from the terms of the zoning ordinances shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.

Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property. The provisions of this section shall not apply to conditional use permits.

Alternatives:

That the Town Council approves Variance, V 01-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20' and directs staff to make findings consistent with Town Council discussion and required variance findings.

Fiscal Impact:

N/A

Attachments:

A 01-25 @ 57461 Bandera Road - Appeal Letter
A 01-25 @ 57461 Bandera Road - Charles Gabriels - Application
2025-06-10 Planning Commission Meeting - V 01-25 & EA 05-25 Staff Report
2025-06-10 Planning Commission - Full Minutes-1694
V 01-25 & EA 05-25 @ 57461 Bandera - Site Plan - 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Site Plan - 4-25-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Site Plan 2 - 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Renderings - 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Construction Plan Set - 3-26-2025
V 01-25 - 57461 Bandera Road - Applicant Findings

Letter of Appeal — to the Yucca Valley Town Council:

Phase I

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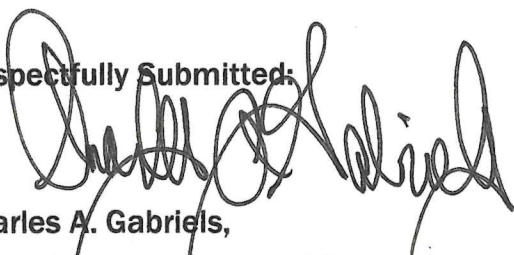
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Respectfully Submitted;



Charles A. Gabriels,
1020 S. Mountain Ave., #16
Monrovia, CA 91016

CA lic. Real Estate Broker & General Contractor, AA degrees in Architecture & Paralegal Studies



Appeal Application

Date Received 6/23/25
By J. Jarama
Fee \$1654
Case # A 01-25

General Information

APPLICANT Charles A. Gabriels Phone (626) 533-8878
Mailing Address 1020 S. Mountain Ave #16 Email chuck@gammausa.com
City Monrovia State CA Zip 91016
REPRESENTATIVE Charles A. Gabriels Phone (626) 533-8878
Mailing Address 1020 S. Mountain Ave #16 Email chuck@gammausa.com
City Monrovia State CA Zip 91016
PROPERTY OWNER Charles A. Gabriels Phone (626) 533-8878
Mailing Address 1020 S. Mountain Ave #16 Email chuck@gammausa.com
City Monrovia State CA Zip 91016

Project Information

Project Address 57461 Bandera Rd., Y.V. Assessor Parcel Number(s) 0596-451-26
Project Location Yucca Valley Western Hills, N. of Paxton & E. of Hwy 247
Project: new construction of a 3 story 1850 sq. ft. single family residence

I/We are appealing the following project action taken:

- ☒ Denial of project
☐ Denial of project without prejudice
☐ Approval of the project
☐ Adoption of a Negative Declaration
☐ Modification to Conditions of approval
☐ Other, please describe _____

I/We are appealing:

- ☒ Staff Determination
☐ Hearing Officer Determination
☒ Planning Commission Determination

Please attach any additional information that is pertinent to the application.

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

Agreement to Pay All Development Application Fees

In accordance with Town Council Resolution 24-07 the Town collects certain fees based on the actual cost of providing service. The application deposit for this project (as indicated below) may not cover the total cost of processing this application.

I/We are aware that if the account has 25% or less remaining prior to completion of the project, staff will notify the undersigned in writing, of the amount of additional deposit required to complete the processing of the application, based on Staff's reasonable estimate of the hours remaining to complete this application process.

Further, I understand that if I do not submit the required additional deposit to the Town within 15 business days from the date of the letter, staff may stop processing of the application and/ or not schedule the project for action by the Planning Commission or Town Council.

Any remaining deposit will be refunded to me at time of closeout after I have submitted any required approved project plans and forms, including signed conditions of approval, or upon my written request to withdraw the application.

As the applicant, I understand that I am responsible for the cost of processing this application and I agree that the actual time spent processing this application will be paid to the Town of Yucca Valley

Deposit Paid: \$

1,654 

Applicant's Signature

Applicants Name
(Please print)

Charles A. Gabriels

Date:

June 12, 2025

Any and all remaining funds shall be returned to:

Charles A. Gabriels
1020 S. Mountain Ave #16
Monrovia, CA 91016

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

Owner/Applicant Authorization

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

Signature: _____

Name: _____

Date: _____

Property Owner/ Authorized Agent: I/~~We~~ certify that I/~~We~~ are presently the legal owner(s) of the above described property (If the undersigned is different from the legal property owner, a letter of authorization must accompany the form). Further, I/~~We~~ acknowledge the filing of this application and certify that all of the above information is true and accurate. I/~~We~~ understand that I/~~We~~ are responsible for ensuring compliance with conditions of approval I hereby authorize the Town of Yucca Valley and or/its designated agent(s) to enter onto the subject property to confirm the location of existing conditions and proposed improvements including compliance with applicable Town Code Requirements. Further, I understand that all documents, maps, reports, etc., submitted with this application are deemed to be public records. I am hereby authorizing

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

Signature: _____

Name: _____

Date: _____

Letter of Appeal — to the Yucca Valley Town Council:

Phase I

1) Reason for my Appeal:

On June 5, 2025, the Yucca Valley Planning Staff summarily recommended to the Yucca Valley Planning Commission, denial of my Variance Application #V 01-25, concerning my vacant 1/2 acre at 57461 Bandera Rd., in the Yucca Valley Western Hills; APN 0596-451-26. Subsequently, on the evening of June 10, 2025, the Commission accepted and approved Staff's recommended denial.

2) Justification:

Why should I appeal to this Town Council?

There is no justification for Staff's June 5th and June 10th denial of my Variance Application V 01-25!

Why was my concept, my vision, trampled upon during the June 10th Planning Commission Hearing?

This is a project that should have been welcomed; approved without question; a design to make an Architectural interesting contribution to the Yucca Valley landscape. It should have been recommended right out of the starting gate. When Staff first saw my renderings, Jared Jerome remarked, "That's cool".

Why am I made to feel defensive? I should have nothing to defend here!

In this very room, on the night of June 10th, I had expected and hoped for honesty, but found this not to be a level playing field. I was outnumbered 8 to one.

As a man and a human being of integrity, talent and good character, I should be angry — but instead I feel ashamed and disappointed. Ashamed that my fellow man, one who is of authority within this Town government, would deny my project without legitimate justification; but only with malice aforethought.

History: 26 years before Yucca Valley became an incorporated Town in 1991; way back in 1965 when this area was all County, San Bernardino recorded 50 foot setbacks (typically Tract Map 7590) on down sloping lots. 50 feet exceeds the current Yucca Valley Development Code by 100%. The question is, which takes precedence — an archaic non-conforming County imposed Tract Map, or the Town's 'Development Code'? If one chooses the County, then the Yucca Valley Development Code is meaningless, and its terms unenforceable.

The irony is, that to develop Yucca Valley's down sloping view lots, they need Topography help, as opposed to flat or upslope lots. A 50 foot setback has no logic when applied to down sloping lots, where every horizontal foot of front setback, equates to a negative downward distance. In my own case, to mitigate the pumping of sewage uphill, which presents the potential for environmental contamination due to failures in pump, pipe connections, ad infinitum, once the main sewer line goes in on Bandera; and to keep my driveway angle to a degree that makes it legally and practically negotiable, because too far down the slope, my driveway will be too steep to allow car access (that is pure logic), I requested the same privilege (a 60% reduction), which was previously established by Planning Commission's approval of (V 03-21 and V 04-21). This reduced setback would site my structure 38 feet from the edge of pavement (please see included rough elevation sketch). It is 18 feet from the edge of pavement to my Property/Line.

So 50 feet minus 60% = 20 feet, and 20 feet + 18 feet = 38 feet.

Bandera Rd. cannot ever be extended beyond its present edge, due to severe down slope.

My herein request to this Town Council is beyond simple. I merely wish to exercise my right, without harm to anyone, and at my own total expense, to build my well conceived 1,850 sq. ft. three story home (see 3 included renderings) here on land I own. I requested reasonable conditions that will allow my design to function, regarding those two important issues: 1) sewage disposal; 2) access to my two car attached garage. Therefore, I need to site my design at *38 feet from the edge of pavement*, where my bottom floor will be well below street level.

On March 26th, 2025, in good faith, into the hands of the Yucca Valley Planning Staff I entrusted the fate of my complete, comprehensive, and voluminous Variance Application V 01-25.

My Application consisted of months of time and labor to prepare an expensive set of Architectural Plans. Also, my submittal included required 'site plans', along with a current Title Report proving ownership, Soils and Geological Reports, 'Title 24' Report, Survey and Topographical Map, Structural Engineering, plus an Arborist Report stating 'no threatened species nor Joshua Trees', so no CEQA issues. All the boxes were checked. And all the above qualify to submit to the Yucca Valley Building Department, requesting approval for a building Permit.

Please bear-in-mind, the tenets, the principles, the hallmarks justifying the granting of a Variance in California, are 'special circumstances.' Topography, and Privileges are my special circumstances, which qualify my Variance V 01-25 for approval!

Due to the fact my property drops off at 45 degrees from the edge of pavement, and has no flat pad, I requested the same reduction in front setback (60%), twice previously granted by the Commission. Those approvals set a Precedent, a Privilege. My property is eligible for the same 60% reduction in front setback. Plus my requested 20 foot setback, is actually only two and one-half feet (2.5') less, than the 25 feet minus 10%, allowed by Yucca Valley Development Code.

Within Staff's 320 page Report (packet), submitted to the Yucca Valley Planning Commission on June 5th:

1. 69 of those pages were devoted to my Application, albeit, 41 of those 69 pages are photos taken and submitted by Staff, yet none of remaining 28 pages discuss my projects merits; there is only criticism.
2. On seven of those 28 pages, statements attributed to me are not my words nor my meaning. Staff mis-quoted and distorted my 'Variance Findings'. So included within this envelope is my actual 3 page response, to 'Variance Findings'.
3. In order to support Staffs denial of V 01-25, Staff chose nine adjacent properties as comparables to justify denial. Yet those nine have no bearing on the Topography of my lot #30. None of them are at all comparable to my property. Five existing homes are sited on uphill lots, whereas mine is downslope at 45 degrees from edge of pavement (see included photos). Three are homes on my same south side of Bandera (such as 57419 Bandera), that have the privilege of being on flat pads. The ninth is a home located on my same south side of Bandera, roughly 115 feet east of my lot, with its 57505 Bandera Rd. address, front yard, and front door, all on a 25 foot front setback.
4. Staff intentionally omitted the renderings of my proposed new construction, depriving Commission of visual understanding.

Four of the current Yucca Valley Planning Commissioners have continually been serving the past 4 to 5 years. Three of them were on the Commission when V 03-21 and V 04-21 were approved.

Due to the fact this Commission meets 22 times per year, year after year, a bond has formed between Planning Staff, the Deputy Town Manager, and the five man Planning Commission. The Commission is totally dependent upon Staff. In research for V 01-25, I observed that on many occasions the Commission expressed their gratitude and indebtedness to Staff, for guiding them to order, and wresting them out of chaos. They are a team, relying on each other, so that if Staff submits a recommendation of acceptance or denial — out of gratitude, respect, and loyalty, the Commission has no conscience but to accept. As a consequence, the Town's dirty little secret, is that out on the streets of Yucca Valley, away from the confines of the Community Center 'Yucca Room', this 8 man team is known as Yucca Valley's 'little Mafia'. Should you doubt, please discretely ask around.

I have heard 'little Mafia' referenced from employees of the Hi-Desert Water District, and overheard it bandied about while standing in line at the local Home Depot. There is history here!

3) Action requested:

I hereby implore this Council, in all goodwill and fairness, to approve V 01-25 forthwith, and subsequently cancel Planning Staff's denial of my Variance Application V 01-25.

Phase II

As this Council's hands are tied, I have no expectation for approval of my herein Appeal.

So what is the Hidden Agenda here?

Because there is no solid logical reason on God's-green-earth, that my Variance Application should have been denied, what is the reason; What is the 'Hidden Agenda'?

If not malice, then what is Staff's legitimate intent for denying my Variance request?

Especially since in the recent past, the Commission approved two similar requests.

The answer is — there is no legitimate justification, only malice aforethought.

No matter how righteous my project may be, this Council is incapable of rendering a decision, that is independent of the Yucca Valley Planning Staff and Planning Commission.

So my purpose for appealing, is that in order to bring your Yucca Valley Planning Staff to Court, in the San Bernardino County Superior Court for malicious negligence, I must first receive Town Council denial.

Since your Planning Staff recommended denial of my Variance Application V 01-25, it followed that the Commission would, and did. So you folks of the Town Council are powerless to do otherwise. Certainly the Commission and the Council, cannot disrupt a relationship, a partnership, a bond, — cultivated, nurtured and forged, over many years of trust and dependency. If Council voted against Staff's recommendation, it would not be supporting their own team member. Your entire system would fall apart and crumble. Staff's recommendations would lose credibility. Furthermore, if Staff's recommendations are not supported by the Commission and this Town Council, then what is Staff's purpose? How could Staff feel supported? Staff might lose motivation, as if their efforts and time were wasted. Your Planning Staff is the deciding factor all of you depend upon.

Staff, the Deputy Town Manager, five Planning Commissioners, and you five Town Council members, comprise a 13 man team. For any team to flourish and successfully function today, or in the future, there cannot be a weak link, all must pull together in the same direction.

Therefore this Town Council is powerless to reverse Planning Staff's denial of my V 01-25.

Undisputed facts:

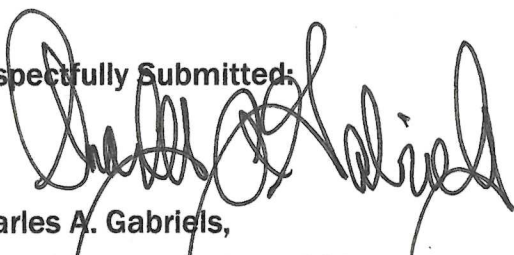
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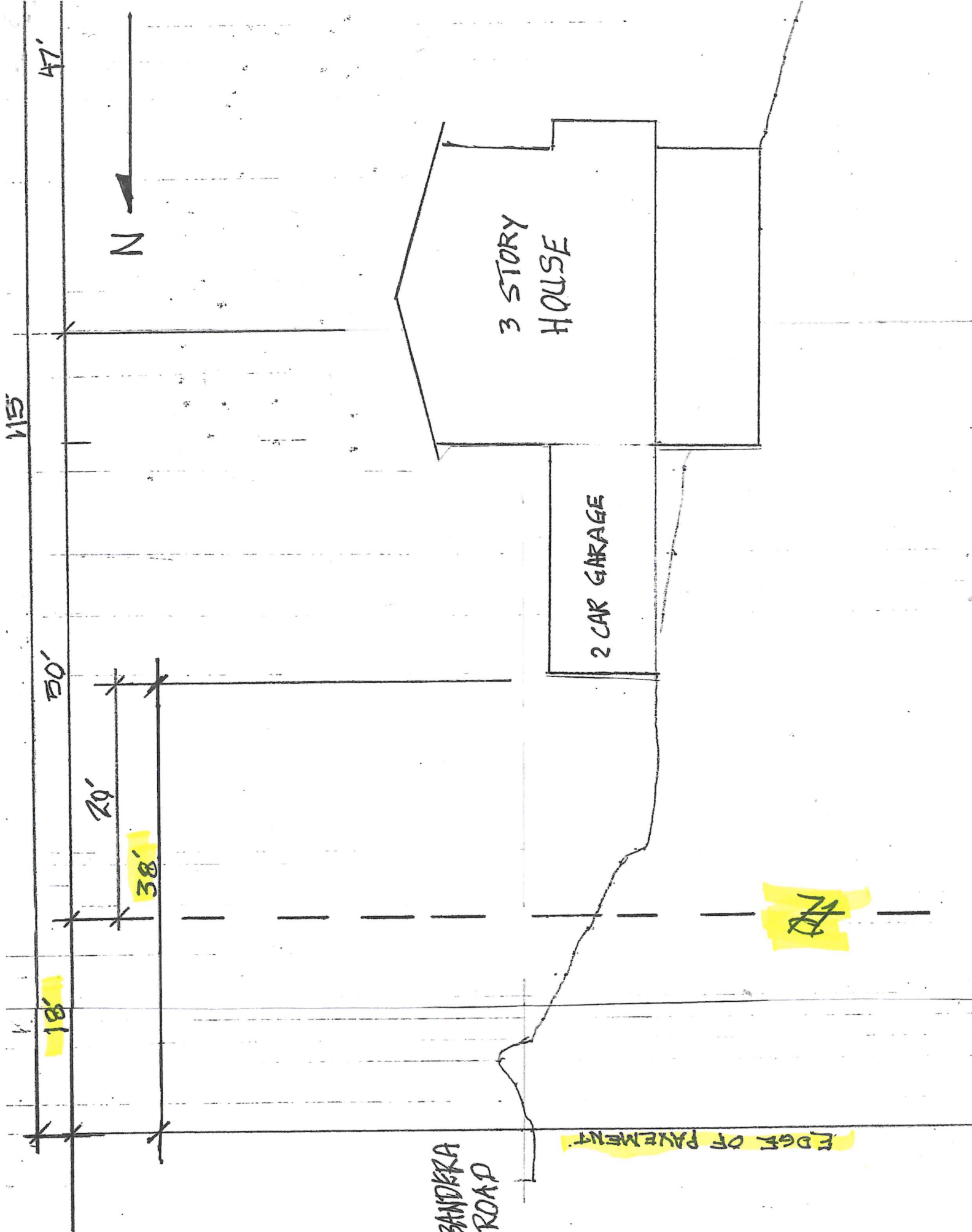
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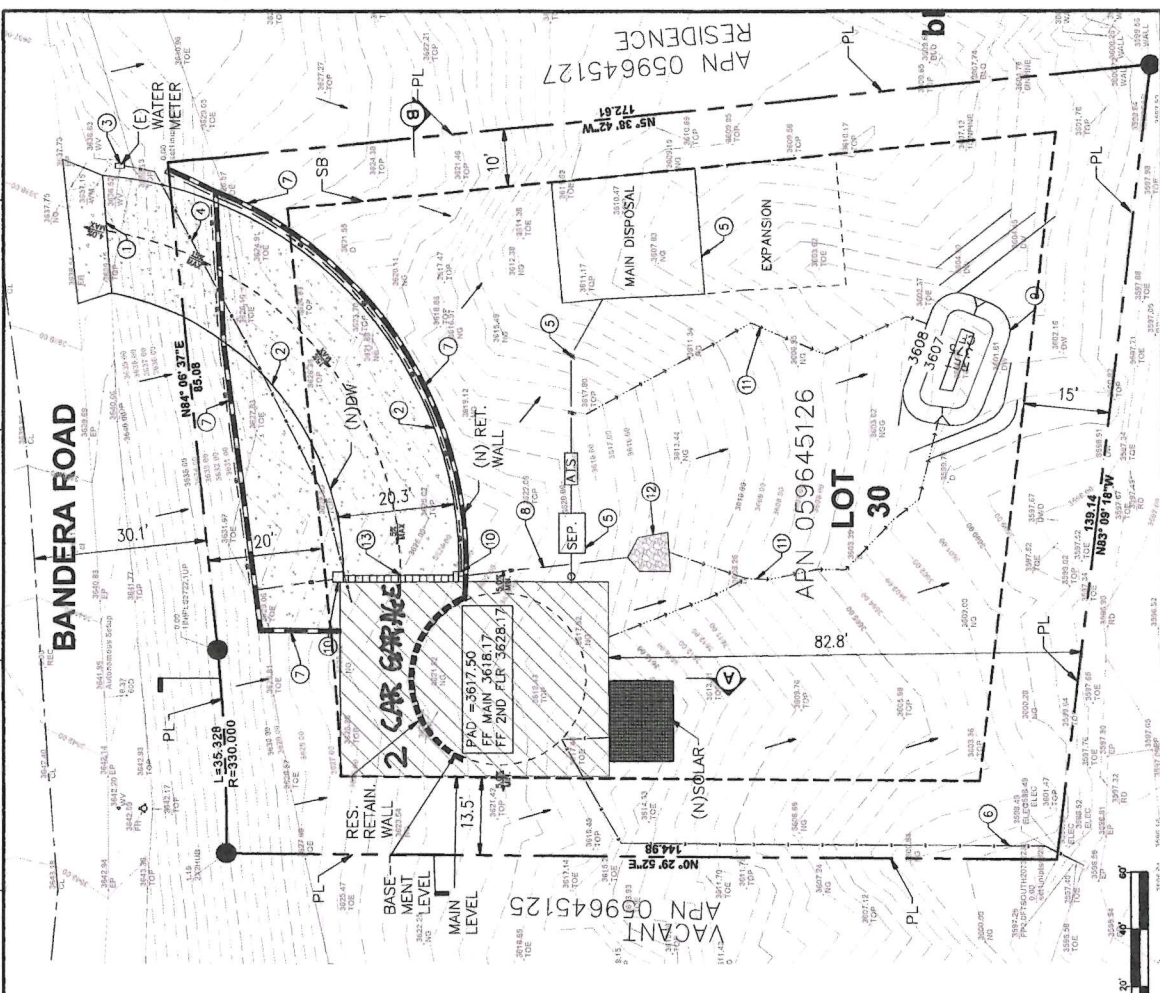
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QTY.	EST.
1	240 SF
2	2700 SF
3	100 SF
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100	100 SF

UTLITIES:

WATER: 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GENERAL), LATEST EDITION, AND THE PROJECT'S CONDITIONS OF APPROVAL.

SEWER: 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN APPROVED DESIGN FOR THE SEWER SYSTEM, INCLUDING ALL NECESSARY PERMITS AND PROVISIONS FOR CONTINUANCE OF EXISTING SEWER LINES AND PROVISIONS FOR FUTURE EXPANSION.

STORM DRAINAGE: 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN APPROVED DESIGN FOR THE STORM DRAINAGE SYSTEM, INCLUDING ALL NECESSARY PERMITS AND PROVISIONS FOR CONTINUANCE OF EXISTING STORM DRAIN LINES AND PROVISIONS FOR FUTURE EXPANSION.

4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE TOWN OF YUCCA VALLEY, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, PRIOR TO THE START OF CONSTRUCTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXISTING UTILITIES AND THE INSTALLATION OF NEW UTILITIES IN ACCORDANCE WITH THE TOWN OF YUCCA VALLEY, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, PRIOR TO THE START OF CONSTRUCTION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND THE INSTALLATION OF NEW UTILITIES IN ACCORDANCE WITH THE TOWN OF YUCCA VALLEY, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, PRIOR TO THE START OF CONSTRUCTION.

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CONSTRUCTION NOTES:

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ABBREVIATIONS:

ANT PT: ANTENNA POINT

BL: BOUNDARY LINE

CL: CENTERLINE

CLF: CENTERLINE FENCE

CLP: CENTERLINE POINT

CLT: CENTERLINE TIE

CLW: CENTERLINE WALL

CLX: CENTERLINE CROSSING

CLY: CENTERLINE YIELD

CLZ: CENTERLINE ZONE

CLV: CENTERLINE VEHICLE

CLF: CENTERLINE FENCE

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CLZ: CENTERLINE ZONE

CLV: CENTERLINE VEHICLE

LEGEND:

1. TYP. EARTH DRAIN SWALE

2. TYP. EARTH DRAIN SWALE

3. TYP. EARTH DRAIN SWALE

4. TYP. EARTH DRAIN SWALE

5. TYP. EARTH DRAIN SWALE

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10. TYP. EARTH DRAIN SWALE

INFO FOR RETENTION CALC:

TOTAL RES. STORAGE - 700 SF

TOTAL STORAGE - 700 SF

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TOTAL STORAGE - 700 SF

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IMPORTANT NOTICE:

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REVISIONS:

1. TYP. EARTH DRAIN SWALE

2. TYP. EARTH DRAIN SWALE

3. TYP. EARTH DRAIN SWALE

4. TYP. EARTH DRAIN SWALE

5. TYP. EARTH DRAIN SWALE

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7. TYP. EARTH DRAIN SWALE

8. TYP. EARTH DRAIN SWALE

9. TYP. EARTH DRAIN SWALE

10. TYP. EARTH DRAIN SWALE

OWNER/APPLICANT/DEVELOPER:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

CITY: YUCCA VALLEY, CA 92384

STATE: CALIFORNIA

ZIP: 92384

STRUCTURAL ENGINEER:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

CITY: YUCCA VALLEY, CA 92384

STATE: CALIFORNIA

ZIP: 92384

ASSESSORS PARCEL NUMBER(S):

APN 059645126

LEGAL DESCRIPTION:

LOT 30, TRACT 1000, TOWN OF YUCCA VALLEY, CALIFORNIA

NOTE FOR RW PERMIT:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND THE INSTALLATION OF NEW UTILITIES IN ACCORDANCE WITH THE TOWN OF YUCCA VALLEY, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, PRIOR TO THE START OF CONSTRUCTION.

ACRES:

TOTAL: 1.00

BASE OF BEARINGS:

N 84° 00' 00" E

JOSHUA TREE NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND THE INSTALLATION OF NEW UTILITIES IN ACCORDANCE WITH THE TOWN OF YUCCA VALLEY, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES, PRIOR TO THE START OF CONSTRUCTION.

CONTRACTOR:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

CITY: YUCCA VALLEY, CA 92384

STATE: CALIFORNIA

ZIP: 92384

REVISIONS:

1. TYP. EARTH DRAIN SWALE

2. TYP. EARTH DRAIN SWALE

3. TYP. EARTH DRAIN SWALE

4. TYP. EARTH DRAIN SWALE

5. TYP. EARTH DRAIN SWALE

6. TYP. EARTH DRAIN SWALE

7. TYP. EARTH DRAIN SWALE

8. TYP. EARTH DRAIN SWALE

9. TYP. EARTH DRAIN SWALE

10. TYP. EARTH DRAIN SWALE

OWNER/APPLICANT/DEVELOPER:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

CITY: YUCCA VALLEY, CA 92384

STATE: CALIFORNIA

ZIP: 92384

STRUCTURAL ENGINEER:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

CITY: YUCCA VALLEY, CA 92384

STATE: CALIFORNIA

ZIP: 92384

ASSESSORS PARCEL NUMBER(S):

APN 059645126

LEGAL DESCRIPTION:

LOT 30, TRACT 1000, TOWN OF YUCCA VALLEY, CALIFORNIA

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TOWN OF YUCCA VALLEY

PRECISE GRADING PLANS

57461 BANDERA ROAD

GRADING AND SITE PLAN

APN 059645126

SHEET

1

OF 2 SHEETS

GPXX-25

APPROVED BY:

DATE: 3-23-2025

DATE: 2025-17-01

OWNER:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

CITY: YUCCA VALLEY, CA 92384

STATE: CALIFORNIA

ZIP: 92384

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CONTRACTOR:

NAME: J. G. BAKER

ADDRESS: 1000 N. 1000 E.

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STATE: CALIFORNIA

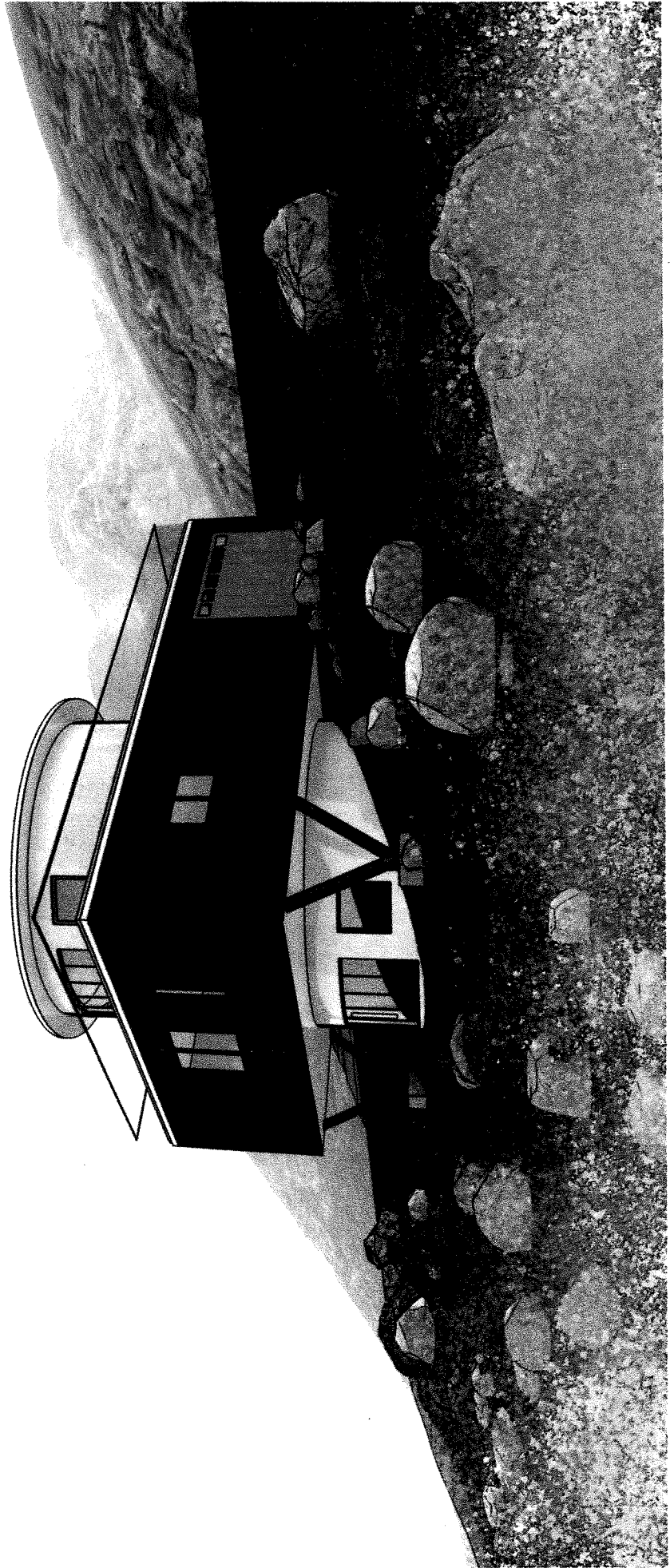
ZIP: 92384

57461 Bandera has no flat pad. As seen
below, it drops off at a 45° angle from
edge of street. (My Property)



04/10/2025 10:06

3 Renderings







57419 Bandera

57414 Bandera Rd - Google Maps

57419 Bandera Rd

Google Maps

6/5/25, 6:20 PM

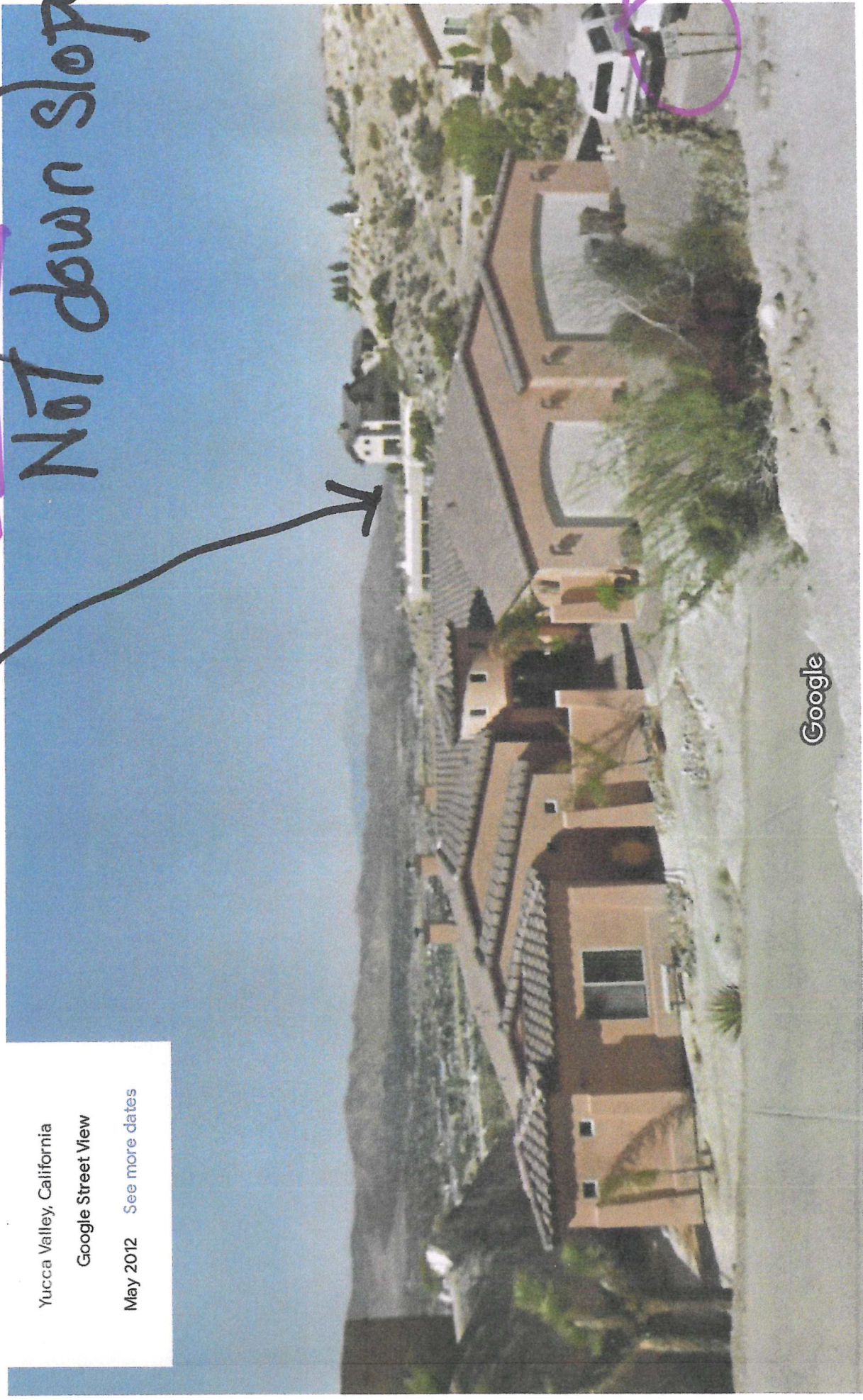
Yucca Valley, California

Google Street View

May 2012 See more dates

A flat pad!

Not down slope



Google

Image capture: May 2012 © 2025 Google

Google Maps

57414 Bandera Rd

Yucca Valley, California

Google Street View

May 2012 See more dates

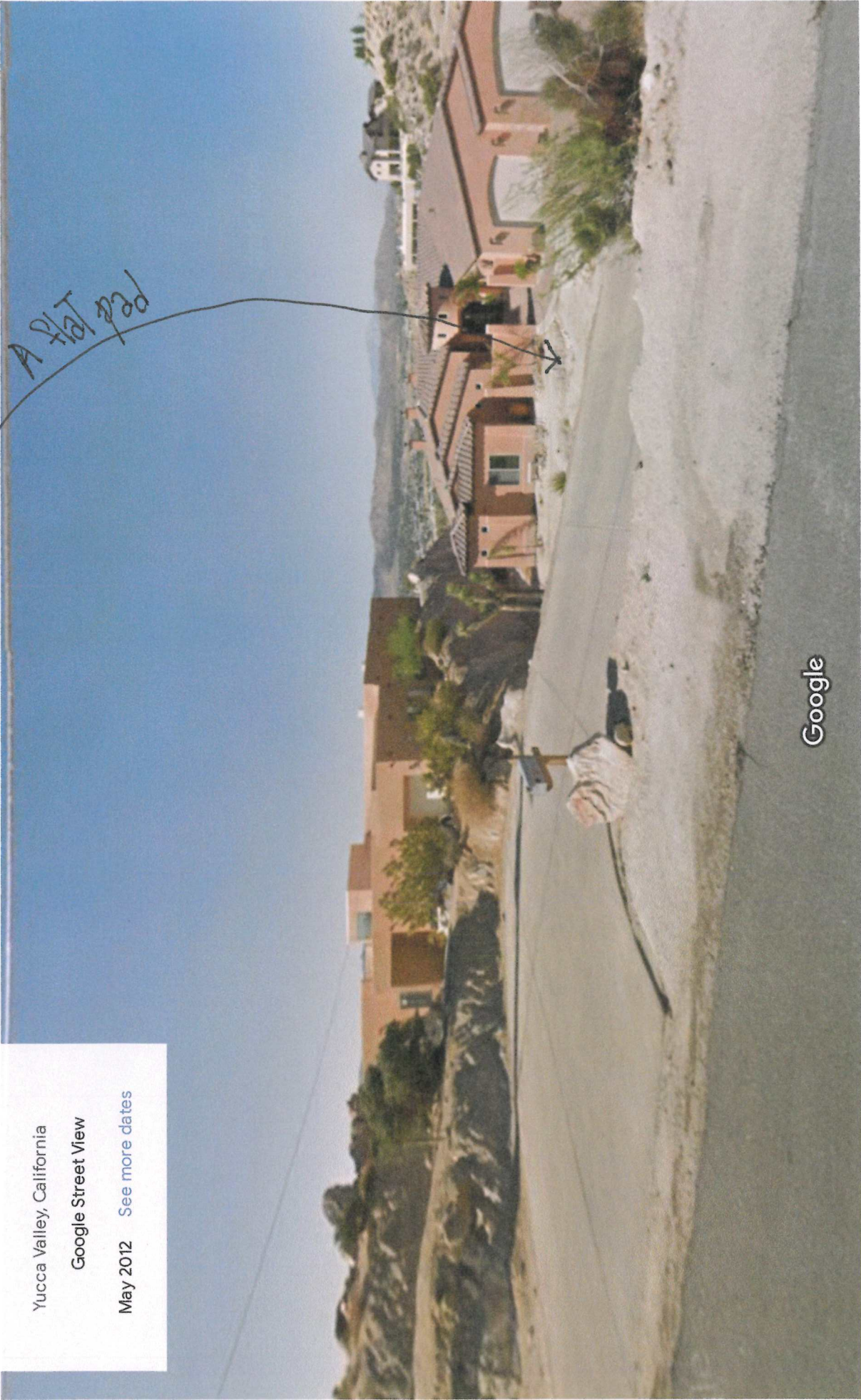


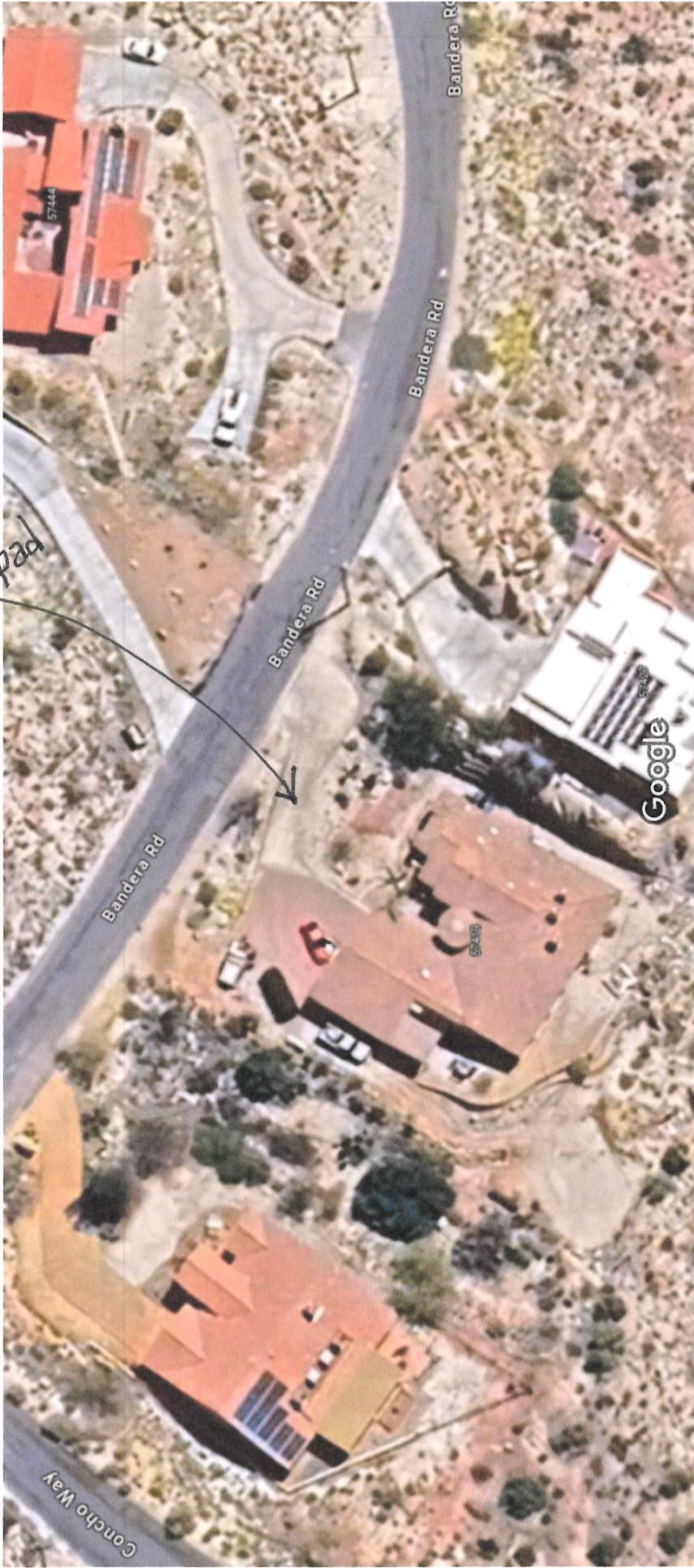
Image capture: May 2012 © 2025 Google



57419 Bandera Rd.



A flat pad



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 20 ft

ADDENDUM TO VARIANCE FINDINGS

- 1) Will the granting of this variance be detrimental to other properties or land uses in the area or substantially interfere with the present or future ability to use solar energy systems?

NO:

Firstly, as my proposed three (3) story house will be constructed two stories below Bandera street level, its profile/elevation will extend less than one story above the street level, and therefore not obstruct or interfere with neighbors current or future view or line of sight.

Secondly, as of January '20, all CA single family residential construction must incorporate enough solar to serve its annual needs. My down sloping lot faces due south. Calculations show that in this Yucca Valley 'Climate Zone 14', I will need approximately eight (8) 3.5'X5.5' ground mounted solar panels. This amount of solar capacity will be well within my Property-Line boundaries, and therefore not interfere with neighboring solar.

- 2) Are there exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply to other properties in the same district or vicinity?

YES:

#1: Merely the second property east, on my same side of the street, the front yard setback is 25 feet. The address, the front yard, and the front of the house at 57505 Bandera Rd., all face onto Bandera, and all possess that 25 foot front yard setback!

#2: One of the tenets; one of the principles — governing/determining the granting of a Variance is 'Topography'.

'Topography' is the sole reason for my herein Variance Application.

Due to down slope hillside Topography, my residence needs to be constructed below Bandera street level. At the toe of the slope (my bottom P/L), that dirt road is merely an easement.

Many homes constructed within a short distance of my lot, have the privilege of being built on flat pads, or they are uphill lots, not downslope as mine is. Consequently, in near future, when the Bandera Rd. mandated sewer line is installed, 'as per the High Desert Water District', all of my sewage and waste water will need to be 'pumped' uphill. Consequently, the closer my home is sited to Bandera Rd, the less vertical pumping distance will be required. Plus, if my construction is sited too far down the slope, my driveway will be too steep to allow car access. So I herein am requesting a total of 38 feet. The existing 18 feet from 'edge-of-pavement' to my Property Line, plus a reduction in front setback to 20 feet (18' + 20' = 38'). That 30' reduction (60%) is the percentage this Planning Commission granted to V 04-21.

- 3) Will the strict application of the land use district regulations deprive such property of privileges enjoyed by other properties in the vicinity or in the same land use district?

NO and YES.

NO:

My Variance Application is NOT requesting a modification to the Yucca Valley 'Land Use District Regulations', as noted above.

Rather, my Variance is requesting a 30 foot (60%) reduction in a County recorded Tract Map.

Per the Yucca Valley Development Code, the front setback is 25 feet. My property and the properties immediately adjacent, have recorded 50' setbacks, from a 1965 Tract Map. That recorded 50 foot setback exceeds the Yucca Valley Development Code by 25 feet, or 100%; essentially doubling what the setback would be without the Tract Map.

So, who is in charge here? The County, or the Town?

Must I apply to San Bernardino County, for modification to their 60 year old 'recorded' Tract Map? The current Yucca Valley Land Use District Regulations specify a 25 foot front yard setback (actually 22.5 feet) in the R-L2.5 zoning where my property is located, APN 0596-451-26.

What I am requesting is a reduction in the 50 foot recorded setback I am encumbered with, that the County of San Bernardino arbitrarily recorded by Tract Map #7590, 60 years ago, long before (26 yrs before) Yucca Valley became incorporated in 1991.

Today, Yucca Valley is its own Town, no longer under the thumb of San Bernardino County.

So, the pertinent question remains: which takes precedence — an archaic non-conforming County imposed Tract Map, or the Town's 'Development Code'. If one chooses the County, then the Yucca Valley Development Code is meaningless and its terms unenforceable.

Furthermore, I am in total harmony with Deputy Town Manager Shane Stueckle, that 50 foot front yard setbacks contribute to the 'country character' that Yucca Valley's leaders wish to project, but that ambiance only applies to the plentiful Yucca Valley 'flat lots'. It has no logic when applied to down slope lots like my own, where every foot of horizontal front yard setback, equates to a negative downward distance. During Planning Commission's hearing of 9/28/2021, regarding down sloping hillside lots, Deputy Town Manager Stueckle stated, "You can engineer almost anything".

That is a true statement! If enough money is thrown at it. But engineering 'almost anything', applies to communities like Beverly Hills, or Bel Air, where the construction budget is a 'blank check'.

As Planning Commissioner Chair 'Thomas' noted: "This isn't Beverly Hills. This is Yucca Valley".

And unfortunately, Yucca Valley does not provide the Beverly Hills ROI (Return on Investment).

The days of building for \$120 per square foot are gone forever, and \$300 and \$400 per square foot are now heard in today's construction world.

On difficult Yucca Valley down sloping sites, one's construction budget dictates that, 'anything' cannot be 'engineered and built' here.

YES:

Deputy Town Manager Stueckle stated: "under CA Law, Public Hearing rules are very, very specific, and those privileges you provide to one, you provide to all." So in that spirit, my Variance hereby requests a 60% reduction in the recorded Tract Map #7590 on my property. 60% was granted to a previous front yard setback applicant: Applicant V 04-21. That original Variance Application requested an 80% front setback reduction. But Yucca Valley's Planning Commission unanimously granted them 60%.

60% of my 50 foot setback = 30 feet. 50 feet minus 30 feet = 20 feet.

Therefore, my total setback would equate to 38 feet, because my Property Line is 18 feet from the edge-of-pavement.

In essence, my Variance Application for a 20 foot front setback, is equivalent to a mere 2.5 foot reduction, by the allowed 25 foot minus 10% = 22.5 feet, in Table #2 of the Yucca Valley 'Development Code', Section 9.07.130.

- 4) Is the variance request in conformance with the objectives, policies, and programs specified in the General Plan and any applicable plan?

YES:

Table #2 of the Yucca Valley Development Code, within the Yucca Valley General Plan, specifies a 25' -10% =22.5' front yard setback, in my R-L2.5 zoning.

Furthermore, under rules of CEQA, my proposed single family residence and this Variance are exempt:

1. Pursuant to CEQA section 15305, Class 5, as the proposed Variance for a 20 foot setback 'would not result in changes in land use or density'.

2. Section 15332 of the CEQA handbook, Class 32, 'in-fill development projects', of which mine is.

My proposed Single Family Residence is consistent with the Yucca Valley applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designations and regulations. My proposed new construction will occur within town limits on a site of less than 1/2 acre, surrounded by urban uses. My project has no value as habitat for endangered, rare, or threatened

species.

As per attached 'Arborist Report', there are NO Joshua Trees (Western or otherwise) on my 1/2 acre 'subject site'.

Approval of my project would not result in any significant effects relating to traffic, air quality, or water quality. My site has an in-place paid-for functioning water meter, and can be adequately served by all required current and future utilities and public services on Bandera Rd.

On three (3) separate occasions, during just one Planning Commission hearing, Associate Planner Jared Jerome testified that 25 foot front setbacks are consistent with Yucca Valley's single family zonings:

- Jared Jerome, "*The 25 foot setback is consistent with most single family zoning. It's one of the most common Yucca Valley single family residential zoning in front setbacks.*"
- Jared Jerome, "*It's usually 25 feet unless there's a recorded Tract Map that has 50 feet. The typical town setback is 25 feet for the front setback.*"
- Jared Jerome, "*With the standard 25 foot front setback*"

March 26, 2025



APPEAL APPLICATION AND INFORMATION OUTLINE

This outline provides you with information on how to **appeal** a decision rendered by staff or the **Planning Commission**. We hope that the information will be beneficial in instructing you on what information is required and what steps must be taken to review your application. The more thorough and complete the application submitted to the Town, the better we are able to serve you and help you achieve your goals.

Included is the **APPEAL APPLICATION**. Should you have any questions, please contact the Planning Division at (760) 369-6575 x317. The Planning Division is located in the Community Development/Public Works Department building at 58928 Business Center Drive off of Indio and Yucca Trail, north of the Monterey Business Center. You may visit our website for additional information at: <http://www.yucca-valley.org/departments/planning.html>

What is an Appeal?

An appeal is filed when an applicant or interested party disagrees with a decision of the Planning Division or Planning Commission. An application is filed with the Town to have the decision reconsidered.

Who Hears the Appeal?

Any applicant or interested party may appeal the decision of the Planning Division or Planning Commission to a higher authority. Final decisions of the Planning Division may be appealed to the Planning Commission. Final decisions of the Planning Commission may be appealed to the Town Council.

When Must the Appeal Be Filed?

Land use decisions made by the Planning Division or the Planning Commission do not become effective for a period of time after the decision is made to provide time for possible appeals. Appeals must be filed with the Town within 10 days calendar days of the decision.

Submitting the Appeal Application

All appeals shall be filed using the form provided with this information sheet. The applicant must include a letter to the Town of Yucca Valley identifying the following information:

- * The specific action or decision being appealed
- * The justification for the appeal
- * The action or change that is requested

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

Fees

The fee for processing an appeal must be paid to the Town at the time the appeal is filed. In accordance with Town Council Resolution 04-38 the Town collects certain fees based on the actual cost of providing service. The application deposit for this project may not cover the total cost of processing this application and additional deposits may be required. A request to Appeal to the Planning Commission is \$1,364.00 and a request to Appeal to the Town Council is \$1,654.00.

Schedule

All appeals will generally be scheduled for review by the appellate body within 30 to 45 days of appeal application being deemed complete.

Town of Yucca Valley
PLANNING COMMISSION STAFF REPORT

To: Honorable Chair and Planning Commissioners

From: Jared Jerome, Associate Planner

Jared Jerome, Associate Planner

Date: May 19, 2025

Meeting Date: June 10, 2025

Subject: Variance, V 01-25, Environmental Assessment, EA 05-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.

Recommendation:

Environmental Assessment 05-25:

That the Planning Commission finds the project is exempt from CEQA pursuant to Sections 15303, Class 3 (New Construction of Small Structure); 15305, Class 5 (Minor Alterations in Land Use Limitations), as the proposed project is one single-family residence, does not exceed 2,500 square feet, and a setback variance not resulting in the creation of any new parcel.

Variance 01-25:

That the Planning Commission denies Variance, V 01-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.

Prior Review:

There has been no prior review of this matter.

Executive Summary:

The Planning Commission is the review authority for variance applications. The Planning Commission's decision is final unless appealed to the Town Council.

The project was noticed for hearing on May 21, 2025, in the Hi Desert Star, and notice was provided to all property owners within 300' of the project site.

Order of Procedure:

Request Staff Report

Open Public Hearing

Request Public Comment

Close Public Hearing

Commission Discussion/Questions of Staff

Motion/Second

Discussion on Motion

South: Single Family Dwelling
East: Vacant (Fire Damaged Structure)
West: Vacant

GENERAL INFORMATION

PROJECT DESCRIPTION:

The proposed variance is requested to benefit the construction of a single-family residence. The property is located within Tract Map 7590, which includes a recorded fifty-foot (50') front building setback line on each parcel. The project applicant is requesting a variance from the recorded 50' front setback, reducing the front setback from 50' to 20'. The applicant has provided the following reasons for the request:

1. The property located two parcels to the east has a building setback of 25' on the street-side, which fronts Bandera Road.
2. The topography of the lot means that the single-family residence would be built on a downward slope. If the sewer is installed on Bandera Road, in a future undetermined phase, the property owner would be required to pump the sewage uphill.
3. The downward slope necessitates a driveway that is too steep for vehicle access.
4. Section 9.07.050, Table 2-4, of the Yucca Valley Development Code requires a 25' front setback for Rural Living zoned properties (Table 2-4 includes the following note: Minimum setbacks required unless different setbacks are delineated on final map, parcel map, composite development plan).

The applicant is requesting a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.

LOCATION:

The property is located at 57461 Bandera Road. The property is also identified as Assessor's Parcel Number 0596-451-26. The property is located approximately 400 feet to the west of the intersection of Bandera Road and Buena Suerte Road, on the south side of Bandera Road.

PROJECT SYNOPSIS

PROJECT AREA	0.49 acres
BUILDING AREA	700 square feet (3 story)
PHASED CONSTRUCTION	No
FLOOD ZONE	No
ALQUIST PRIOLO ZONE	No
OFF SITE IMPROVEMENTS REQUIRED	No
ASSESSMENT DISTRICTS REQUIRED	No
RIGHT-OF-WAY DEDICATION REQUIRED	No
UTILITY UNDERGROUNDING	Yes
AIRPORT INFLUENCE AREA	No
TRAILS AND BIKE LANE MASTER PLAN	No
PUBLIC FACILITY MASTER PLAN	No
PARKS AND RECREATION MASTER PLAN	No
STREETLIGHTS	No
SPECIFIC PLAN/PLANNED DEVELOPMENT	No
GATEWAY REIMBURSEMENT DISTRICT	No
AVALON SIGNAL REIMBURSEMENT DISTRICT	No
FUTURE PLANNING COMMISSION ACTION	No
FUTURE TOWN COUNCIL ACTION REQUIRED	Only if Planning Commission action is appealed

PROJECT ANALYSIS

The project is not located within the Yucca Valley Airport Land Use Plan area.

FUTURE HDWD SEWER CONNECTION:

According to the Hi Desert Water District (HDWD), the proposed project is located outside of the boundaries of Phase 2 of the HDWD Sewer System.

UTILITIES:

The property has access to utilities.

DISCUSSION:

The subject property was subdivided in 1965 prior to Town incorporation. Under the Town Development Code, the lot is considered nonconforming in regard to lot area as the lot area is less than one acre. Despite the nonconformity, the lot is allowed to be developed and used as if it were a conforming lot under the Town Development Code.

Within Table 2-4 of Section 9.07.050 Development Standards, there is a note that recorded setbacks are required if different from the Development Code:

Minimum setbacks required unless different setbacks are delineated on final map, parcel map, composite development plan, or are allowed pursuant to section 9.07.120 of this chapter, projection into yards.

The minimum required front setback is 25' for the R-L zoning district, however, Tract Map 7590 illustrates a recorded front setback of 50'. The applicant has provided the following reasons for the request:

1. The property located two parcels to the east has a building setback of 25' on the street-side, which fronts Bandera Road.
2. The topography of the lot means that the single-family residence would be built on a downward slope. If the sewer is installed on Bandera Road, in a future undetermined phase, the property owner would be required to pump the sewage uphill.
3. The downward slope necessitates a driveway that is too steep for vehicle access.
4. Section 9.07.050, Table 2-4, of the Yucca Valley Development Code requires a 25' front setback for Rural Living zoned properties (Table 2-4 includes the following note: Minimum setbacks required unless different setbacks are delineated on final map, parcel map, composite development plan).

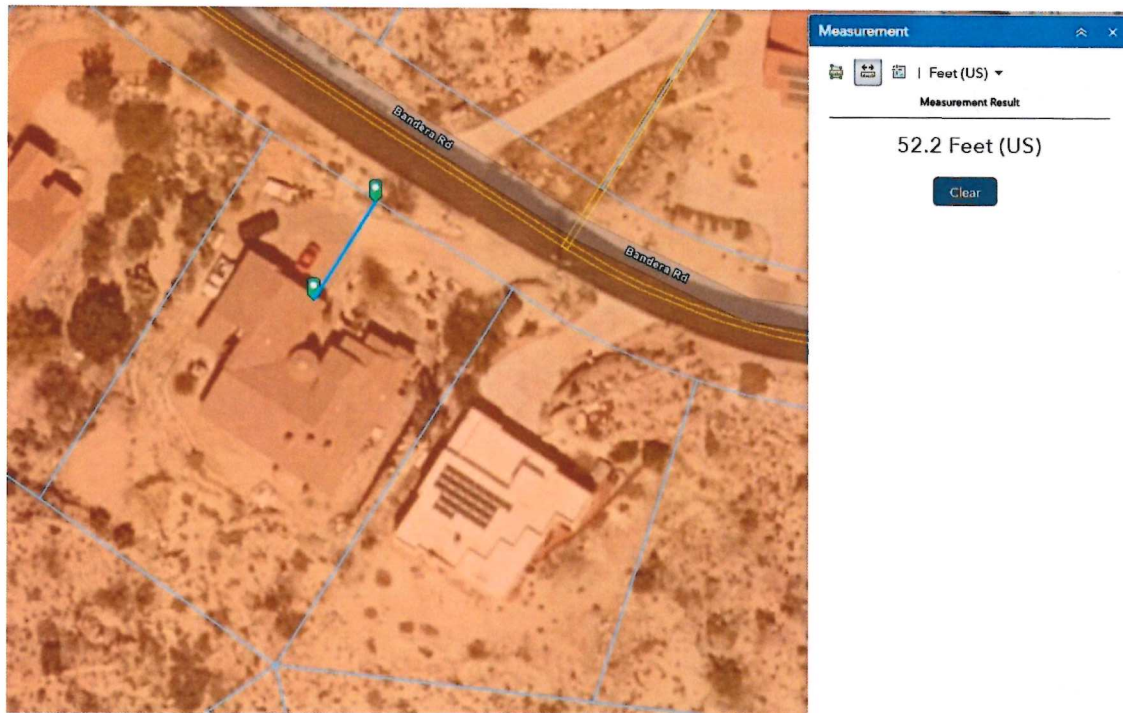
Staff comments are provided below in response to each of the four points above:

1. The recorded front setback for all properties on Bandera Road, between Concho Way and Buena Suerte Road, is 50' per Tract Map 7590. The corner property located at 57505 Bandera Road, includes a 50' front setback on Buena Suerte Road. Bandera Road is the side setback and includes a 25' recorded setback. Each of the developed lots in the

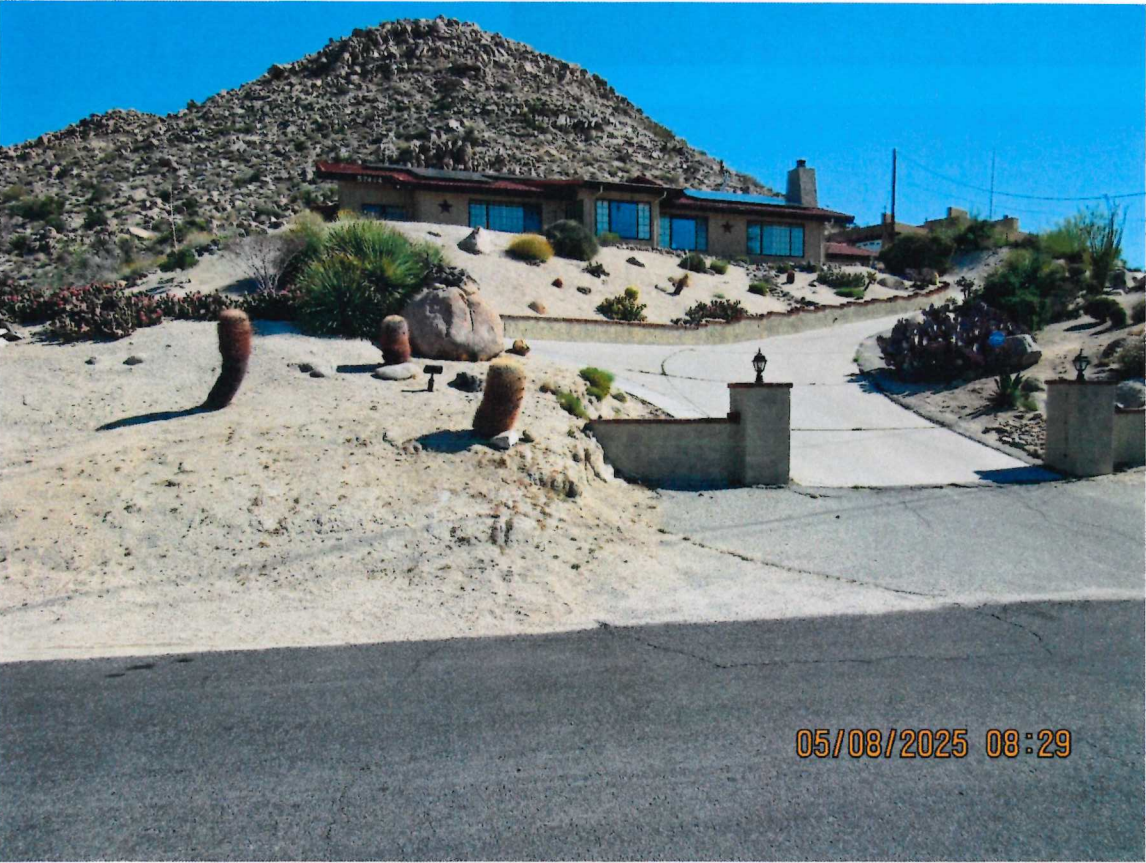
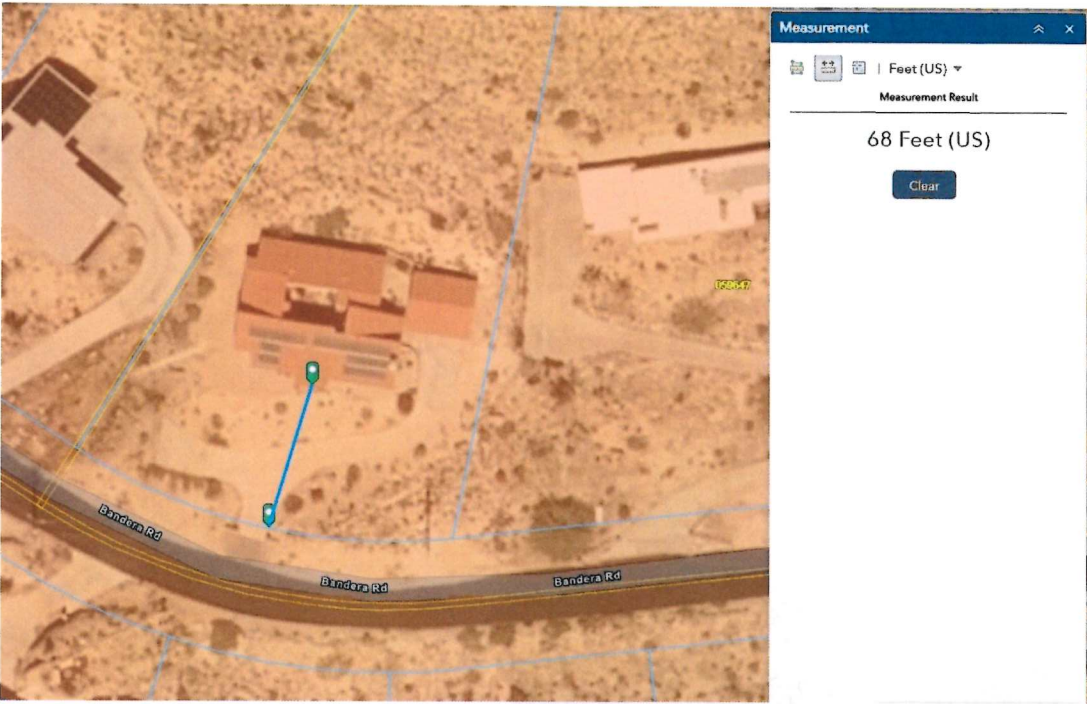
57401 Bandera Road:



57419 Bandera Road:



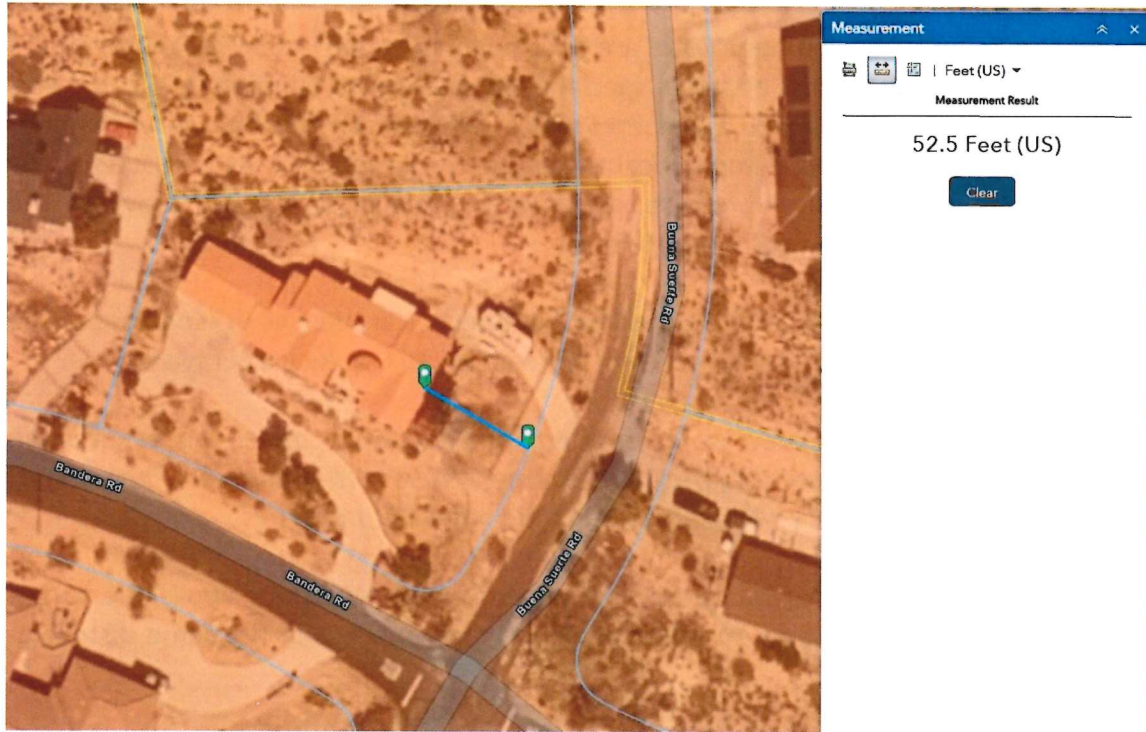
57444 Bandera Road



57494 Bandera Road:



57505 Bandera Road:



Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the zone regulation governing the parcel of property. The provisions of this section shall not apply to conditional use permits.

Alternatives:

N/A

Fiscal Impact:

N/A

Attachments:

V 01-25 - 57461 Bandera Road - Charles Gabriels - Application 3-26-2025
EA 05-25 - 57461 Bandera Road - Charles Gabriel - Application 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Site and Grading Plan 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Elevations - 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Topographic Survey - 3-26-2025
V 01-25 & EA 05-25 @ 57461 Bandera - Arborist Report - 3-26-2025
NOE V 01-25 & EA 05-25 57461 Bandera Road 5-20-2025
Phase 2 Map revised April 2025
57461 Bandera Road Site Photos
57461 Bandera Road Neighboring Setbacks



Variance Application

Date Received	3/26/25
By	EV
Fee	\$1505.00
Case #	V01-25

General Information

APPLICANT Charles A. Gabriels Phone (626) 533-8878
Mailing Address 1020 S. Mountain Ave #16 Email chuck@gammausa.com
City Monrovia State CA Zip 91016
REPRESENTATIVE Charles A. Gabriels Phone (626) 533-8878
Mailing Address 1020 S. Mountain Ave #16 Email chuck@gammausa.com
City Monrovia State CA Zip 91016
PROPERTY OWNER Charles A. Gabriels Phone (626) 533-8878
Mailing Address 1020 S. Mountain Ave #16 Email chuck@gammausa.com
City Monrovia State CA Zip 91016

Project Information

Project address or location 57461 Bandera Rd, Yucca Valley, CA 92284
Assessor Parcel Number(s) 0596-451-26-0000
Description of variance being requested 2.5 foot (two and one-half foot) front setback reduction, from the standard (25 feet minus 10% = 22.5 feet) Yucca Valley Development Code. Or a 60% front setback reduction in the 50 foot recorded Tract Map. In either case, reducing setback to 20 feet. 60% is the percentage this Planning Commission previous granted to 'front yard setback' Variance Applicant - V 04-21.

Applicant Signature

Property Owner Signature

Charles A. Gabriels Charles A. Gabriels 3/26/25

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

VARIANCE FINDINGS

Please respond to each question in as much detail as you possibly can.
(Attach additional pages if necessary)

- 1) Will the granting of this variance be detrimental to other properties or land uses in the area or substantially interfere with the present or future ability to use solar energy systems?

Please see Addendum

- 2) Are there exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply to other properties in the same district or vicinity?

Please see Addendum

- 3) Will the strict application of the land use district regulations deprive such property of privileges enjoyed by other properties in the vicinity or in the same land use district?

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- 4) Is the variance request in conformance with the objectives, policies, and programs specified in the General Plan and any applicable plan?

Please see Addendum

Must I apply to San Bernardino County, for modification to their 60 year old 'recorded' Tract Map? The current Yucca Valley Land Use District Regulations specify a 25 foot front yard setback (actually 22.5 feet) in the R-L2.5 zoning where my property is located, APN 0596-451-26.

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On difficult Yucca Valley down sloping sites, one's construction budget dictates that, '*anything*' cannot be 'engineered and built' here.

YES:

Deputy Town Manager Stueckle stated: "*under CA Law, Public Hearing rules are very, very specific, and those privileges you provide to one, you provide to all.*" So in that spirit, my Variance hereby requests a 60% reduction in the recorded Tract Map #7590 on my property. 60% was granted to a previous front yard setback applicant: Applicant V 04-21. That original Variance Application requested an 80% front setback reduction. But Yucca Valley's Planning Commission unanimously granted them 60%.

60% of my 50 foot setback = 30 feet. 50 feet minus 30 feet = 20 feet.

Therefore, my total setback would equate to 38 feet, because my Property Line is 18 feet from the edge-of-pavement.

In essence, my Variance Application for a 20 foot front setback, is equivalent to a mere 2.5 foot reduction, by the allowed 25 foot minus 10% = 22.5 feet, in Table #2 of the Yucca Valley 'Development Code', Section 9.07.130.

- 4) Is the variance request in conformance with the objectives, policies, and programs specified in the General Plan and any applicable plan?

YES:

Table #2 of the Yucca Valley Development Code, within the Yucca Valley General Plan, specifies a 25' -10% =22.5' front yard setback, in my R-L2.5 zoning.

Furthermore, under rules of CEQA, my proposed single family residence and this Variance are exempt:

1. Pursuant to CEQA section 15305, Class 5, as the proposed Variance for a 20 foot setback 'would not result in changes in land use or density'.
2. Section 15332 of the CEQA handbook, Class 32, 'in-fill development projects', of which mine is. My proposed Single Family Residence is consistent with the Yucca Valley applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designations and regulations. My proposed new construction will occur within town limits on a site of less than 1/2 acre, surrounded by urban uses. My project has no value as habitat for endangered, rare, or threatened

Owner/Applicant Authorization

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

Signature: _____

Name: _____

Date: _____

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

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

Signature: _____

Name: _____

Date: _____

The Town of Yucca Valley is granted release to copy and reproduce electronically, in whole or in part, drawings and all other materials submitted with this development application for the Town's regulatory, administrative, and legal functions, including sharing of information with other governmental entities and for compliance with the California Public Records Act (CPRA). If any of these statements cannot be affirmatively acknowledged, please inform the planner before submitting a development application.

Signature: _____

Name: _____

Date: _____

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

Property Owners Mailing List

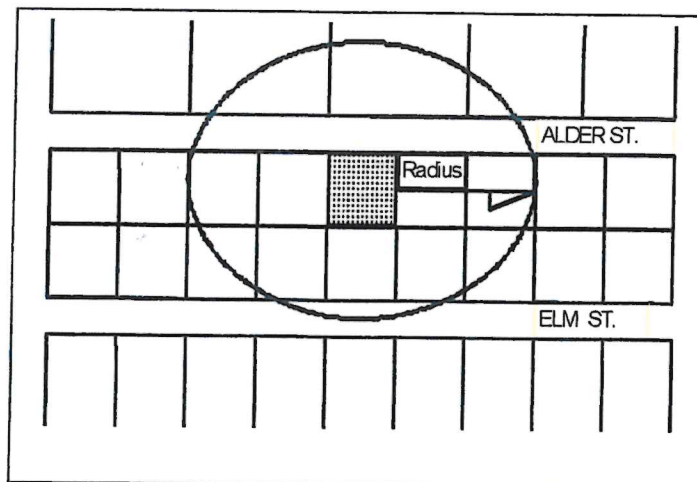
All applications that are subject to a Public Hearing require the applicant to submit a list of property owners who own property contiguous to and within 300 feet of the project site. This process is required by Section 83.010330 of the Development Code to notify residents and property owners in the immediate vicinity. Staff will send public notices to these individuals informing them of the proposed project and scheduled public hearings.

The surrounding property owner information must be obtained from the most current San Bernardino County Assessor's roll or shall be prepared and verified by a title company doing business in San Bernardino County. A County Assessor's office is located at 63665 Twentynine Palms Highway in Joshua Tree. The general telephone number for the Assessor's office is 760-366-1420.

MATERIALS REQUIRED:

- Two (2) sets of adhesive labels containing the mailing address of the owner(s), applicant(s) and of all surrounding property owners, including vacant properties. Mailing labels must contain: Assessor's Parcel Number, property owner's name, address, and zip code.
- One (1) copy of the label sheets.
- One (1) radius map showing the subject property and all surrounding properties. The appropriate radius shall be drawn from the exterior boundaries of the subject property as shown in the sample below. The scale of the radius map shall be large enough to clearly show all surrounding properties.
- One (1) electronic copy of all submitted materials.

Sample Vicinity/Radius Map



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



Environmental Assessment Application

Date Received 3/26/25
By Eun
Fee \$1375.00
Case # V 01-25
EA # EA 05-25

General Information

APPLICANT Charles A. Gabriels Phone (626) 533 9878 Fax #16
Mailing Address 1020 S. Mountain Ave Email chuck@gammarsa.com
City Menrovia State CA Zip 91016
REPRESENTATIVE Charles A. Gabriels Phone (626) 533 9878 Fax #16
Mailing Address 1020 S. Mountain Ave Email chuck@gammarsa.com
City Menrovia State CA ZIP 91016
PROPERTY OWNER Charles A. Gabriels Phone (626) 533 9878 Fax #16
Mailing Address 1020 S. Mountain Ave Email chuck@gammarsa.com
City Menrovia State CA Zip 91016

Project Information

Project Address 57461 Bander Rd Assessor Parcel Number(s) 0596-451-26-000
Project Location Yucca Valley - north of 62 & east of 247

Project Description: ~~1850 sq ft 3 story single family residence~~
~~front yard 60% Variance Application for setback~~
~~60% front yard 60% reduction of front yard setback~~
~~on down sloping 1/2 acre for proposed 1850 sq ft 3 story~~
Please attach any additional information that is pertinent to the application.

single family residence

Project Description

Complete the items below as they pertain to your project. Attach a copy of any plans submitted as part of the project application and any other supplemental information that will assist in the review of the proposed project pursuant to CEQA.

1. Commercial, Industrial, or Institutional Projects:

- A. Specific type of use proposed: SFR
- B. Gross square footage by each type of use: 1850 $\pm$ SFR
- C. Gross square footage and number of floors of each building: 3-story
- D. Estimate of employment by shift: N/A
- E. Planned outdoor activities: N/A

2. Percentage of project site covered by: Impervious Surface: ()

 % Paving, % Building, % Landscaping, % Parking

3. Maximum height of structures 37 ft. 0 in.

4. Amount and type of off street parking proposed: ~410 $\pm$ garage

5. How will drainage be accommodated? See Retention Basin

6. Off-site construction (public or private) required to support this project: N/A

7. Preliminary grading plans estimate () cubic yards of cut and () cubic yards of fill

8. Description of project phasing if applicable: N/A

9. Permits or public agency approvals required for this project: Variance, EA, Building Permit

10. Is this project part of a larger project previously reviewed by the Town? If yes, identify the review process and associated project title(s) N/A

The Party in escrow is a (if property is in escrow): N/A

☐
☐
☐
☐

Limited Liability Company (LLC)
Partnership
Corporation
None of the above

Information for LLC, Partnership, Corporation

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

State of Registration _____

Managing member(s), General Partner(s) officer(s)

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

Attach additional sheets if necessary

Agent for Service of Process

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

For Corporations, Shareholder with Fifty Percent or More Share or Controlling Shareholder

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

For any deeds of trust or other liens on the property (other than real property tax liens)
please state the following:

A. Name of beneficiary of the deed of trust or lien _____

B. Date of the deed of trust or lien. _____

I certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on the date and location set forth below

Signature

Print Name: _____

Title: _____

Date of signing: _____

Location: _____

Owner/Applicant Authorization

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

Name: Charles A. Gabriels

Signed: [Signature]

Date: 3/26/25

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

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

Name: Charles A. Gabriels

Signed: [Signature]

Dated: 3/26/2025

Developer Disclosure Statement

This portion of the application must be fully completed and signed by the applicant. If not fully completed and signed, the application will be deemed incomplete.

Address of subject property: 57461 Banderas Rd Y.V.

Cross street: Buena Suerta

Date this Disclosure Statement is completed: 3/26/25

Name of Applicant: Charles A. Gabriels

The Applicant is a:

☐
☐
☐
☒

Limited Liability Company (LLC)

Partnership

Corporation

None of the above

~~Information for LLC, Partnership, Corporation~~

N/A

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

State of Registration _____

Managing member(s), General Partner(s) officer(s)

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

Attach additional sheets if necessary

Agent for Service of Process

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

For Corporations, Shareholder with Fifty Percent or More Share or Controlling Shareholder

Name _____ Phone _____ Fax _____

Mailing Address _____ Email _____

City _____ State _____ Zip _____



HAZARDOUS WASTE SITE STATEMENT

I have been informed by the Town of Yucca Valley of my responsibilities, pursuant to California Government Code Section 65962.5, to notify the Town as to whether the site for which a development application has been submitted is located within an area which has been designated as the location of a hazardous waste site by the Office of Planning and Research, State of California (OPR).

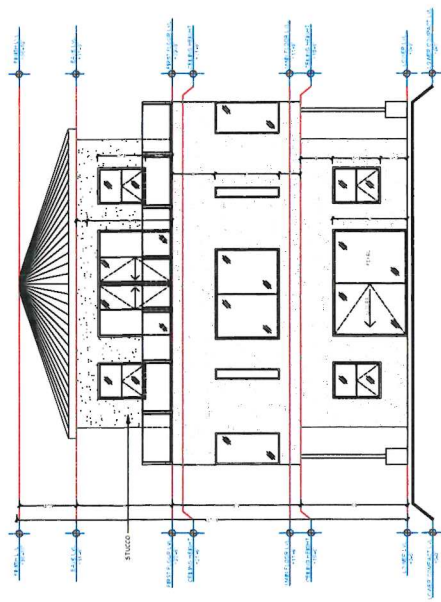
I am informed and believe that the proposed site, for which a development application has been submitted, is not within any area specified in said Section 65962.5 as a hazardous waste site.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

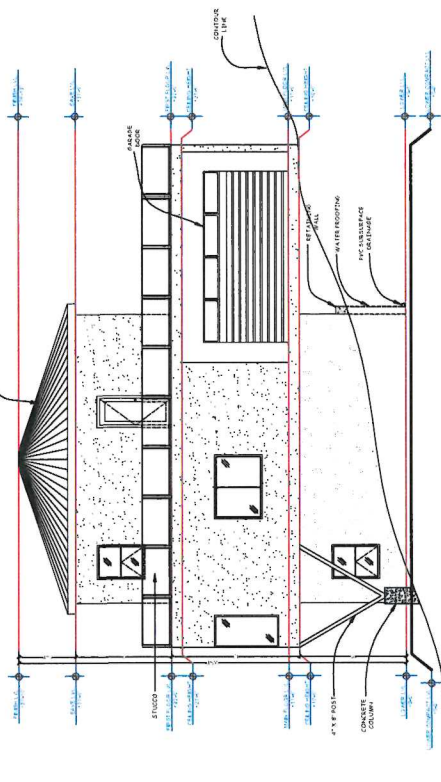
Dated: 3/26/25

Charles A. Gabriels
Applicant/Representative printed name

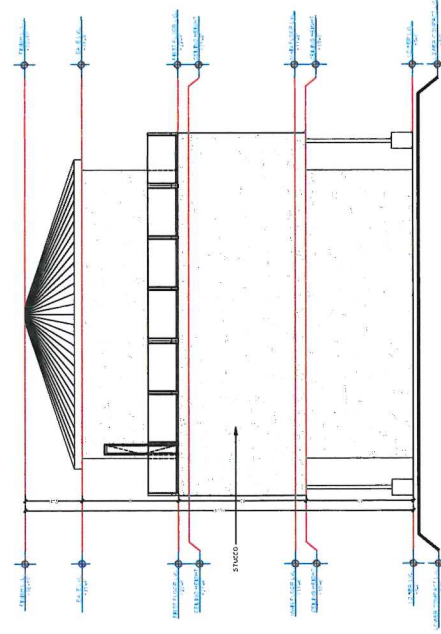
[Signature]
Applicant/Representative signature



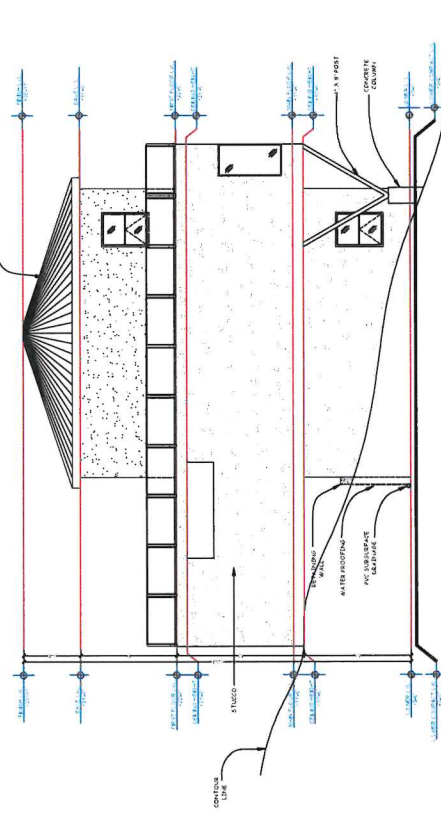
01 SOUTH ELEVATION
A-104 SCALE 1/4" = 1'-0"



02 EAST ELEVATION
A-104 SCALE 1/4" = 1'-0"



03 NORTH ELEVATION
A-104 SCALE 1/4" = 1'-0"



04 WEST ELEVATION
A-104 SCALE 1/4" = 1'-0"

General Notes

NEW RESIDENCE FOR
57461 BANDERA RD,
YUCCA VALLEY, CA 92284

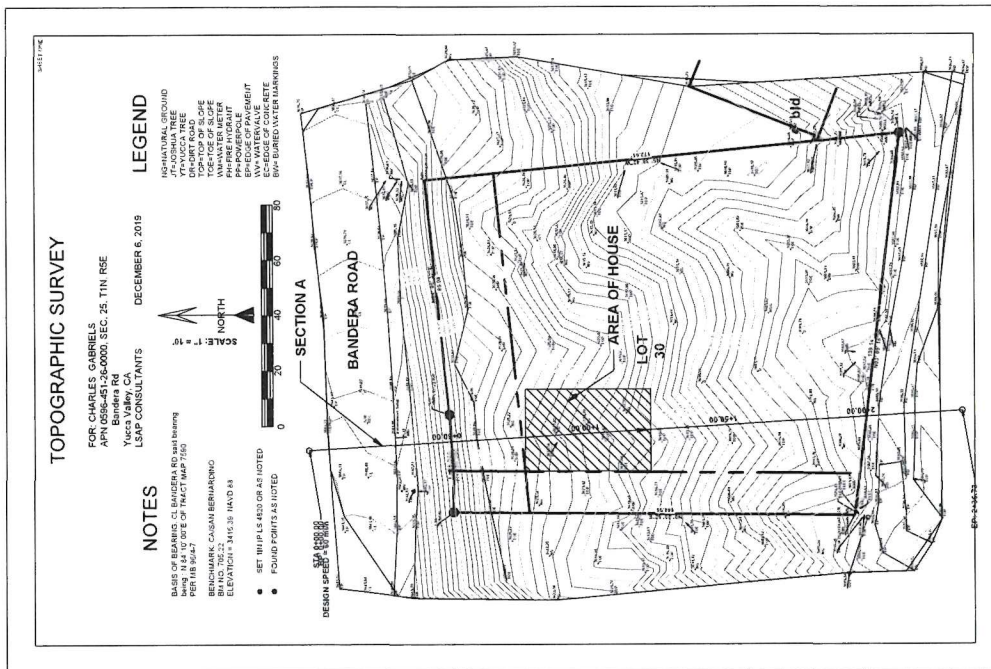
PLANNED SPACE,
LTD.

COMPANY:

No.	Revision/Issue	Date

DESIGNED	SHEET
PROJECT	A-104
DATE	03/16/2025
SCALE	1/4" = 1'-0"





ARBORPRO

58036 Desert Gold Drive
Yucca Valley, CA 92284
Phone (760) 486-0125
Desertreedoc3@gmail.com

March 25, 2025

Chuck Gabriels
57461 Bandera Road
Yucca Valley, Ca 92284
chuck@gammausa.com

RE: Joshua tree location inspection

To whom it may concern:

Following are the Joshua tree findings for
57461 Bandera Road, Yucca Valley, Ca:

- 1) There are no Joshua trees within 50' of the proposed construction.

It is my opinion that the proposed construction will pose no threat to the health of any Joshua trees. In my opinion, the rocky soil and the severe slope of this parcel do not create an ideal habitat for Joshua trees. However, that's not to say that Joshua trees couldn't sprout on this property in the future.

Sincerely,



Michael Murphy
C-27 Contractors License # 799469
Certified Arborist # WE-4587A

Notice of Exemption

Form D

To: ☒ Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

From: (Public Agency) Town of Yucca Valley

58928 Business Center Drive

Yucca Valley, CA 92284

(Address)

☒ County Clerk
County of San Bernardino

385 N. Arrowhead, 2nd Flr.

San Bernardino, CA. 92415

Project Title: Variance 01-25 & Environmental Assessment 05-25: 57461 Bandera Road Variance

Project Location - Specific:

57461 Bandera Road, Yucca Valley, CA 92284. APN 0596-451-26.

Project Location – City: Yucca Valley

Project Location – County: San Bernardino

Description of Project:

A variance from Town of Yucca Valley Development Code, Chapter 9.07.120 Projections and Encroachments into Required Setback Areas and Above Height Limits to allow a proposed garage to encroach approximately six feet, two inches (6'2") from the east property line where the code requires a fifteen foot (15') side yard setback.

Name of Public Agency Approving Project: Town of Yucca Valley

Name of Person or Agency Carrying Out Project: Charles Gabriels

Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15303 Class 3; 15305, Class 5.

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The proposed project is one single-family residence, does not exceed 2,500 square feet, and a setback variance not resulting in the creation of any new parcel.

Lead Agency

Contact Person: Shane Stueckle

Area Code/Telephone/Extension: (760) 369-6575 X305

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

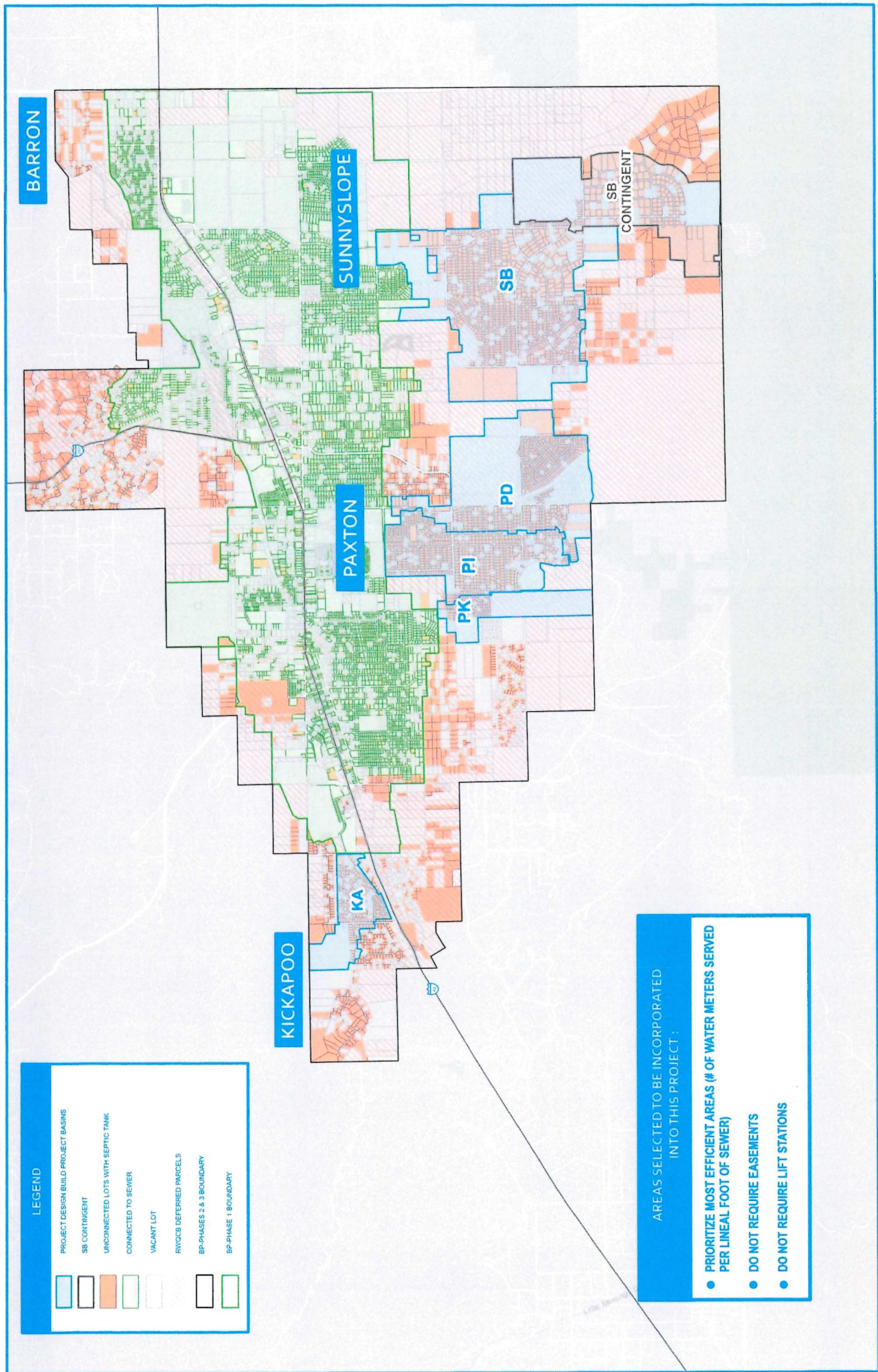
Signature: _____ Date: 5-15-2024 Title: Deputy Town Manager

☒ Signed by Lead Agency

Date received for filing at OPR: _____

☐ Signed by Applicant

Revised May 1999





Measurement



| Feet (US) ▾

Measurement Result

65.3 Feet (US)

Clear

57414 Bandera Road



Measurement



| Feet (US) ▾

Measurement Result

70.8 Feet (US)

Clear

57419 Bandera Road



Measurement

📏 | Feet (US) ▼

Measurement Result

52.2 Feet (US)

Clear



Measurement



Feet (US) ▾

Measurement Result

58.1 Feet (US)

Clear

57444 Bandera Road



Measurement



Feet (US)

Measurement Result

68 Feet (US)

Clear

57470 Bandera Road

059647

Bandera Rd
Bandera Rd
Bandera Rd

Measurement



Feet (US)

Measurement Result

125.9 Feet (US)

Clear

57494 Bandera Road



Measurement



1 Feet (US) ▼

Measurement Result

76.6 Feet (US)

Clear

57505 Bandera Road



Measurement

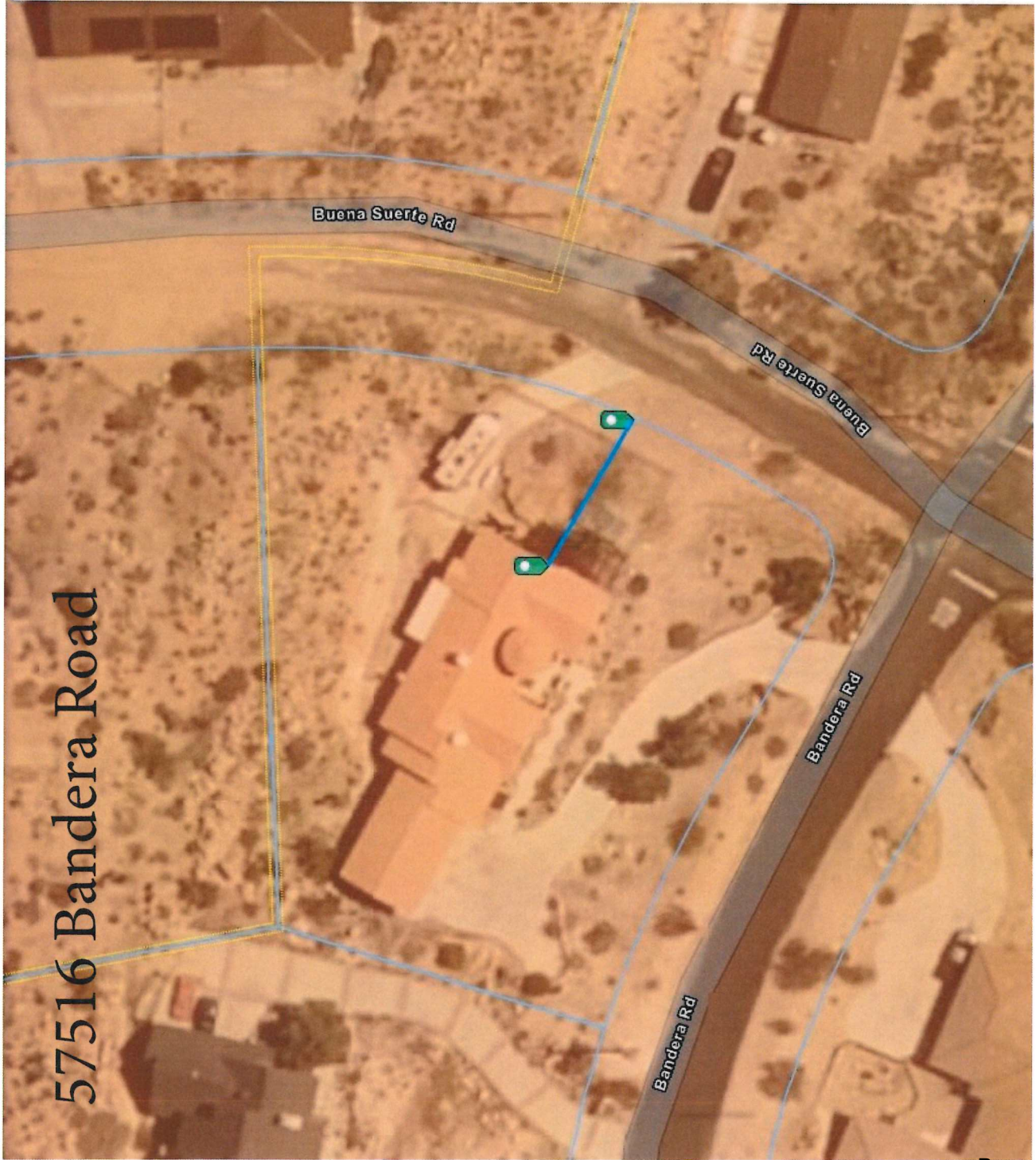
↕ | Feet (US) ▾

Measurement Result

83.1 Feet (US)

Clear

57516 Bandera Road



Measurement

Measurement Result

Feet (US)

52.5 Feet (US)

Clear

And Recommends To The Town Council to adopt the Ordinance, Amending Section 9.05.030 of Chapter 9.05 (Zoning Districts and Zoning Map) of Title 9 (Development Code) of the Town of Yucca Valley Municipal Code, Amending Sections 9.15.020 and 9.15.030 of Chapter 9.15 (Overlay Districts) of Title 9 (Development Code) of the Town of Yucca Valley Municipal Code, and Adding Chapter 9.23 (Senior Mobile Home Park Overlay District) to Title 9 (Development Code) of the Town of Yucca Valley Municipal Code, Establishing a Senior Mobile Home Park Overlay District.

RESULT: **CONTINUED [UNANIMOUS]**

Next: 7/8/2025 6:00 PM

MOVER: J Clint Stoker, Commissioner

SECONDER: Gerard Noonan, Commissioner

AYES: James Henderson, Gerard Noonan, J Clint Stoker, Mathew Thomas

EXCUSED: Alejandro Vasconcelos

9. **Variance, V 01-25, Environmental Assessment, EA 05-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.**

(Formerly Agenda Item No. 8) Vice Chair Thomas stated thanks. All right. Now we're going to backtrack to item number eight. And this is a Variance V01-25 Environmental Assessment, EA 05-25, located at 57461 Bandera Road, APN 0596-451-26, a request for variance from Town of Yucca Valley, Development Code Chapter 9.07.050. Development standards to reduce the required front setback from 50 to 20 feet, staff.

Associate Planner Jerome stated the recommendation for this item is for Environmental Assessment—

Vice Chair Thomas stated hang on a minute. Could I ask all you folks, if you want to continue talking to please take it outside? Thank you. Go ahead, Jared.

Associate Planner Jerome stated the recommendation for Environmental Assessment 05-25 is that the Planning Commission finds the project is exempt from CEQA, pursuant to sections 15303, Class 3, New Construction of a Small Structure, 15305, Class 5, minor alterations and land use limitations, as the proposed project is one single-family residence that does not exceed 2,500-square-feet, and a setback variance not resulting in the creation of a new parcel. And the recommendation for Variance 01-25 is that the Planning Commission denies Variance 01-25, located at 57461 Bandera Road, assessor's parcel number 0596-451-26. A request for a variance from Town of Yucca Valley, Development Code chapter 9.07.050, development standards to reduce the required front setback from 50 feet to 20 feet. So, I'm going to go talk about some backgrounds for variances, information about the proposed project, photos of the proposed project, our responses to the applicant's findings, pictures of surrounding properties, and then our findings for the variance. So that's kind of-- there's a substantial amount of slides for

this one, so that's kind of the outline.

So, provisions for variances, exceptions to standards set forth in the Town's development code are established to ensure that any property, because of special circumstances such as size, shape, topography, location, or surroundings shall be accorded privileges commonly enjoyed by the properties in the same vicinity, pursuant to California Government Code Section 65906. Required variance findings. And this applies to any land use authority that can issue a variance. If you research, every single city has these exact standards in their code somewhere. So, number one, the granting of such variants will not be materially detrimental to other properties or land uses in the area and will not subsequently interfere with the present or future ability to use solar energy systems. There are exceptional or extraordinary circumstances or conditions applicable to the property or to an intended use that do not apply to other properties in the same district or vicinity. The strict application of the land use district deprives such property of privileges enjoyed by other properties in the vicinity or in the same land use district. The granting of the variance is compatible with the objectives, policies, general land uses, and programs, and the general plan, this development code, and any applicable plan or other ordinance.

These are the findings provided by the applicant. I'm going to leave them on the projector and kind of paraphrase them because some of them are fairly substantial length. So, the property is located two parcels to the east of a building that is 25 feet set back from Bandera. And that building fronts Bandera. The topography of the lot means a single-family residence would be built on a downward slope. If the sewer is installed on Bandera Road in the future phase of the sewer, the property owner would be required to pump the sewage that much further up the hill. The downward slope necessitates a driveway that is too steep for vehicle access. Section 9.07.050 Table 2-4 of the Town's development code requires a 25-foot front setback for rural living zoned properties, which the subject property is zoned rural living. So those are kind of the requests, we'll say. You've probably seen them, but they are provided in the packet, full length, starting on page 178 and going through page 181. So, I will kind of briefly skip through these slides, but hopefully give you enough time to read them. If you need me to go back, please feel free to let me know.

So, this is addressing the downward slope and not interfering with neighboring solar energy systems for adjacent properties. This is addressing the property to the east of the subject property, being 25 feet off of Bandera. Some additional information about pumping the sewage uphill I previously discussed and then addressing a previously issued permit on the west side of Town for a setback variance that the applicant believes is similar in nature. If you recall, there is a house, I believe, on - I'm blanking on the street name - far west end of town, west side of country club that had a pretty significant cliff going down towards Morongo.

This is specifying that the Tract Map in summary exceeds the requirement of the development code. So, the recorded setback on the Tract Map is 50 feet. Kind of we'll call it the standard setback without a Tract Map for-- the Town is 25 feet. However, just

a note that Table 2–4 notes that recorded final maps, parcel maps, etc., supersede the development code standards. Further discussing the county standards and critique of using the recorded setback standards for required setbacks. Again, please stop me if I'm skipping around too quickly. One note is towards the bottom. There's a discussion about cost. We usually say you can engineer anything and costs do not play into variances. However, it's provided to you in the case that it's relevant. This is discussing the previously aforementioned front setback variance for the Cliffside property on the west end of Town and the comparison of the two requests.

[silence]

Further discussion of the variance, there is a note, I believe, is in the section that it's not causing any potential CEQA impacts. That much we did agree with. And some discussion towards the bottom about times that I have previously mentioned that the standard front setback is 25 feet, which for properties that are not within a recorded parcel map or Tract Map is generally accurate. This is the preferred grading and site plan for the proposed project. There were two other site plans provided that were similar in nature but slight variations. So, you can see that-- it might be a little difficult to see, but basically, where the house-- where driveway terminates, where the house is located, it's approximately 20 feet off the property line. Accounts for the right-of-way for Bandera. The structure on the west side on the left is the proposed house. And then the driveway coming in from the northeast corner, retention basin on the south end of the site, and some solar on the south end as well.

Proposed elevations for the site. You could see it's a three-story structure. From what I recall, the garage is on the north end of the structure on I guess what would be the second level above the basement level. You can see it kind of clearly on the east elevation. So, this is a photo of the site. I'm standing approximately at the northwest corner near the fire hydrant facing east. You can see the house on the corner in the distance. That's the one that is 25 feet off of Bandera. We'll talk about that one in a little bit more detail in a second. You could see the house or where there was a house directly to the east. It had some significant fire damage. Parts of the foundation are still there. We could see it was built on more than the south side of the lot. This is facing southeast. So, you could see that former structure in the distance. Fairly similar topography, although to get out of the hillside, they located the house further south. This is from the northeast corner of the property. You could see the water meters in the corner of the photo facing south. You can see the topography of the lot. There is a steep drop in the first few feet of the property within the setback.

Facing southwest property, just so you can get an idea of the topography. The ridge line is just slightly inside the property, but approximately the property line. This is facing west. It's hard to see, but let's see if I can work this device. The fire hydrant on the property corner is just on the other side of this bush. You can kind of see the very top of it. This is approximately property line, the property line from where I'm standing to that fire hydrant. You'd see a developed house in the distance. All right. Just some responses to the applicants' provided findings. The recorded front setback for all properties on Bandera Road between Concho Way and Buena Suerte Road, which is that block, so to

speak, is 50 feet per the recorded Tract Map 7590. The corner property located at 57505 Bandera Road includes a 50-foot front setback on Buena Suerte Road. Bandera Road is the side setback and includes a 25-foot recorded setback for the side. Each of the developed lots in the project vicinity are constructed consistent with the recorded setbacks on Tract Map 7590. We will go into more detailed photos of those properties in a bit.

Number two, if the Hi-Desert Water District sewer main is installed on Bandera Road, the other properties in the vicinity will potentially need to pump their waste uphill as well if they're located downslope. Evidence has not been provided demonstrating that pumping the waste uphill is not feasible or that pumping waste uphill constitutes an exceptional or extraordinary circumstance as it affects the neighboring properties as well. The development located at 57419 Bandera Road has a similar driveway design but with a landing instead of a garage to facilitate meeting setback requirements of the Tract Map. It does not appear that there are exceptional or extraordinary circumstances preventing a similar driveway and parking design for the proposed project. Table 2-4 in the Yucca Valley development code specifies that the 25-foot minimum setback is required unless different setbacks are delineated on final map, parcel map, or composite development plan. Tract Map 7590 provides a recorded front setback of 50 feet. Therefore, the required front setback per the development code is the 50 feet recorded.

This is Table 2-4. You can see at the top of the page is the part that specifies that recorded setbacks are required to be enforced. If there is no recorded setback, then you have the other setbacks identified below. This is the definition of lot frontage from the development code. Lot frontage, the portion of the lot contiguous to the street. On corner lots, the narrowest frontage shall be considered the front of the lot. On a lot located on a cul-de-sac, curved street, or dead-end street with a curved turnaround, the frontage shall be measured as the cord drawn between the termini of the side property lines at the intersection with the street right-of-way. The second half does not apply to this, luckily, so we won't have to repeat that too much. This is the recorded fronts-- or sorry, the recorded map. Lot number 30 is the property in question. So, this is the property in question right here where the red dot currently is. And you can see right here says 50 feet BSL. That's building setback line. That is also on the south side of the street. As well as this corner lot, you could see that on the front, on the narrowest frontage is 50 feet. On the side, they have a recorded side setback of 25 feet.

This is to show the properties on the end of the block. So, on the east end, number 32. So, the subject property would be west of number 31. 32, the front setback on the narrowest frontage on Buena Suerte is 50 feet identified right there, 50 BSL. And the side setback, which fronts Bandera has a recorded side setback of 25 feet. One note, we did-- whether this is relevant or not, we did research former county codes to see was this a county standard or was this a design standard. The county, going back to the 1950s, prior to their recordation of this Tract Map, had a front setback of 25 feet, which means that their 50-foot recorded setback was by design. So, when the developer designed this tract, they designed it with a more open feeling setback. It was not a

county standard. I think we're frozen. So yeah, one second while the computer catches up.

[silence]

Associate Planner Jerome asked are you able to move it forward?

Audio/Visual Edward stated it's moving. One sec. Let me check something here.

[silence]

Go ahead and try it.

Associate Planner Jerome stated thank you. Success. Okay. So, I'm going to kind of go-- keep it as brief as I can, property by property on the block. So, starting on the west end of the block, you can see that this house is the one with the 50-foot recorded front, 25-foot side. They're currently approximately at 65 feet set back from the property line. So, they exceed the 50-foot requirement. This is a photo of the house from the right-of-way. So, you can see the setback. If you need me to stop or go back, please let me know. On the north side of the street, setback 70 feet approximately. Next house in the south, 50 feet, 52 feet. And these are rough estimates. There's, give or take, a couple of feet from a satellite image. So, it's not perfect. The one to note about this is it has a driveway that comes in from the northeast, comes in sideways to deal with the slope, and then has a landing before the garage, so the house is set back further. The driveway design is fairly similar. Setback 58 feet on the south side. This is on the same side of this project. Setback 68 feet. Setback 125 feet. Setback 76 feet approximately. This is across the street from the subject property.

This is the property in question on the corner. You could see, although the driveway does front Bandera, the Town standard, as we previously looked at, is the narrowest street-facing property side, which is consistent with the Tract Map. They also have the larger setback on the narrowest street-facing side. So, the front is 83-foot setback. The side is approximately a 25 recorded number. This is from the front. And lastly, this is on the opposite corner. So, on the northeast corner is also set back more than 50 feet from the front, which would be on the east. Too many pictures. So, these are our findings. These are on the last page of the staff report.

Will granting this variance be detrimental to other properties or land uses in the area or substantially interfere with the present or future ability to use solar energy systems? It is not anticipated to affect neighboring properties or the use of solar in the future. Are there exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply to other properties in the same district or vicinity? No. The circumstances and conditions of the property are consistent with neighboring properties in the subject vicinity. Will strict application of the land use district regulations deprive such property of privileges enjoyed by other properties in the vicinity or in the same land use district? No. Application of the land use district

regulations is anticipated to result in the same privileges enjoyed by other properties in the vicinity and same land use district. Is the variance request in conformance with the general plan? Yes. The general plan land use designation encourages low-density single-family housing. Again, the recommendation is that the Planning Commission finds the project is exempt from CEQA and that the Planning Commission denies variance 01-25. Staff is available to answer questions following the public hearing.

Vice Chair Thomas stated thank you. I'll open a public hearing for public comments on item number eight. Anyone in the public wishing to comment? This is an applicant, I believe, right? Correct? All right. Please limit it to three minutes. But the fellow commissioners may call you back since you're the applicant if they have any additional questions.

[silence]

Applicant Charles Gabriels stated good evening, staff, commissioners, and chairman. My name is Charles A. Gabriels. And I made my trip here from afar to represent V 01-25, my application. In my lifetime, this is only my second opportunity I have had to stand before this commission. So, I wanted to begin by expressing my gratitude to staff, Jared and Evan, for the time and effort they invested to make it possible for me to be here tonight. Without question, these two gentlemen are the most overworked and underpaid fellows in all of Yucca Valley. Unequivocally, I say, underpaid simply because one may not put a monetary value on their service and contribution to this commission. The entire community of Yucca Valley is indebted to them. Thank you, staff. As a group, this commission is unusual. And all of you take your positions quite seriously. Certainly, Commissioner Stoker has walked my Bandera property. For close to a week, you've had this 320-page packet. 69 of those pages are devoted to my project, albeit 41 of those pages are photos. Let us make no mistake, gentlemen. We are not here to discuss the merits of my project because its merits are not discussed within these 69 pages, only criticism. So that puts me on the defensive. Would it surprise you to learn the majority of the remaining 28 pages are about the figment of imagination, topography?

The nine properties chosen as comparable are not at all comparable to my property. Five of those nine homes are sighted on uphill lots, whereas my lot begins sloping down - see page 203 and 208 - at 45 degrees right from the edge of the street, plus three chosen on the same side of Bandera sit on flat pads. On seven occasions, within these 28 pages, statements attributed to me are not my words. Yet, page 179 through 181 are my true responses to the required variance findings. My four responses tell my entire story and reason for being here. Four of you current commissioners, Stoker, Henderson, Noonan, and Thomas, have served on this commission four to five years. And all were members when V04 and V0321 both were granted what became a precedent, a 60% reduction in front yard setback, the same percentage I am requesting tonight. The most interesting aspect of tonight's hearing is that the hands of this commission are tied. No matter how righteous my application may be, you are not able to approve. The group of eight, staff, deputy town manager, and five commissioners, meet 22 times a year, year after year, and have bonded into a team. The commission is totally dependent on staff

to be its eyes in the field, guide you out of chaos, and as such, this commission is indebted to staff, obligated to accept staff's recommendation.

Vice Chair Thomas stated You can continue. Go ahead. Keep going. Go ahead. Keep going.

Applicant Charles Gabriels stated I'm sorry?

Vice Chair Thomas stated, go ahead and keep going. You can continue. Continue.

Applicant Charles Gabriels asked I can continue?

Vice Chair Thomas stated, go ahead and continue.

[inaudible] Finish. Sorry.

Applicant Charles Gabriels stated but in the immortal words of Deputy Town Manager, Shane Stueckle, under California state law, public hearing rules are very, very specific. And those privileges you provide to one, you provide to all. Because this Yucca Valley Planning Commission has twice approved a 60% reduction in front setback, the precedent, the privilege is set, and my property is eligible. My vision and premise for appearing here tonight is that for the second time since 2006, I wish to make an architectural statement, constructing an outstanding residential contribution to your town of Yucca Valley. I hereby implore this commission not to end this evening telling the world my vision was trampled upon. Thank you for your attention. Goodnight staff, commissioners, and chairman.

Vice Chair Thomas stated okay. Thank you. And some of the other commissioners may have additional questions for you. If that happens, we'll call you back up. Okay. So just have a seat for now. And let's just go in the same order we were-- yeah. I did open up to public comment already. Anybody else? Anybody online? So, we'll just go in the same order. Commissioner Stoker.

Commissioner Stoker stated sure. Certainly, I have walked the property. Yes. I have walked many properties because I've lived in that neighborhood my entire life. So that's a statement that I would say is probably the most accurate statement in your letter here. But walking a property doesn't say much. But looking at your application and some of the items you delivered, to me, are kind of telling. One, I do appreciate your design. I like the round thing with the square and the round turret on top. I do like that. But all of the renderings are from-- looking at it from downslope, and I think that's telling. And I don't think that's-- I don't think it's just lost on that's the reason why you chose to do that. I do think if you would have shown what it looked like from the street, it would have shown just how close to the street 20 feet realistically is. Because I live in a track that neighbors this track map, I'm very, very used to that 50-foot front setback. It happens to apply to not just this street of Bandera that we're speaking of so precisely, but it applies to the entirety of Western Hills on both sides of the highway. And it's

something that, for years and years and years, has been something that makes designing on some of these lots a challenge.

The lot in question, there is a house that's visible in many of these photos. It's just a slab now where a house used to be, that burned down in that neighborhood about four years ago, that I was very much fond of and fond of seeing finished before it burnt to the ground. But all of those houses that are downslope from you feed in from a different driveway, actually. They all kind of feed into their property through a common driveway below. That is one of the things that I think was built into these lots when these things were created. It's something that if you spend enough time in that neighborhood and walking those streets like I have, you'll find that there's a number of areas that are very unique properties, very similar to yours, that all have the same kind of common driveway that creates almost a flag to get into those lots from another angle. Which I think would allow you to do the same design you have now, still conforming with the 50-foot front setback and having it still have a great street presence as you're coming up from Buena Suerte and around to what would ultimately be your driveway in between.

I did some research back into some of those older variances we did approve. And most of those things are specific to that specific lot. Variances are not a practice. I want to use the word correctly. They are not a precedent or a privilege. A variance is a specific thing for a specific lot. It's not something that once it's applied to one person, gets applied to everyone else. And I think that assessment right there is the one thing that I take issue with in your letter, is that specifically. Regarding this specific lot, every lot in that entire neighborhood on a downslope has the same exact topography yours does. It's not specific to this one lot, which is why some of these lots are a challenge to build on. You see very few of them get successfully built on because it is a challenge. But I do think you found something with some cool architecture that as it slides down the hill and gets within conformance, could work within the confines of it. And it maybe would feed your driveway from another direction, not necessarily use Bandera as your front driveway, which is something that you actually pointed out about another property around the corner, where they used the side setback as their front driveway because it was more convenient.

The same rationale that you applied to the corner house on Bandera, I think would apply to you as well. You have a much more convenient way to get to that house from a shared driveway down below. And I think that is the same kind of logic you were applying to that corner lot, where what you would consider the front was actually on the side yard setback. Your front of house could be on your rear setback, which is a lot smaller setback if I remember right. I had looked it up and I don't remember what it is off the top of my head. But I feel like it was 5 feet or even 10 feet on the rear setback, which could, in essence, be your front setback and give you a 99% reduction if you think of it that way, flipping the house around. And that's something that a lot of people in that neighborhood do when they want to utilize a difficult lot to build on. All in all, I applaud staff for going into a lot of research. It's good to see-- I couldn't have told you exactly how many feet any of these houses in that neighborhood were as a setback, as a

rule. But looking at that, it's good to see that it's well-researched to show that many people in the same neighborhood are building within what the original designer of our home, Western Hills, intended. And I wish you the best. I'm building a project within those development standards. But for me, that's kind of where I sit with it.

Vice Chair Thomas stated Commissioner Henderson.

Commissioner Henderson stated thank you. Yeah, I just want to say I appreciate the level of detail from the applicant and from staff. I mean, these variances are just-- they're not easy sometimes. Really have to look at it. So, thank you to both of you. And as Commissioner Stoker said and my question would be to staff, just to be on the record, all the other properties within this track area have complied with the setback, correct?

Associate Planner Jerome stated definitely within the vicinity. I'm not aware of any variances in that tract. So as far as I know, they have, yes.

Commissioner Henderson stated okay. And then in regards to the issue of a potential sewer connection, within the town, are you aware of properties that have had to have a pump to pump uphill within the town so far? And I'm going to follow up with that on another issue.

Associate Planner Jerome stated I'm not familiar specifically. I do know that pumps are used even for non-sewer properties to deal with elevation changes, but I imagine that every house on the downslope will potentially have to do that on Bandera. One note, I did talk with water district staff. This particular area is not in the next phase of the sewer project. I asked them if the sewer was planned to be on Bandera, and they said they do not yet have it planned to be. Whether it's Bandera or the utility easement to the south, they do not have that planned out yet.

Commissioner Henderson stated I appreciate that because, I mean, before any sewer project was actually done, because I live on a downslope to the road, I called the water district and they told me that they were going to do everything in their power to not have to have a residence use a pump. And they told me that they were going to use the same model they used in Big Bear. And eventually, I was told that I'm not going to get it on my street anyway. Not enough house flow. But that was brought up in the application. I appreciate you sharing that additional information. Again, the level of detail on both sides is good. I don't have any further questions, though. Thanks.

Vice Chair Thomas stated Commissioner Noonan.

Commissioner Noonan stated I have no comments.

Vice Chair Thomas stated okay. I think the applicant had one more question. Go ahead.

Applicant Charles Gabriels stated I would like to respond to the comments that

Commissioner Stoker made. First of all, you mentioned 20 feet. It's not 20 feet. It's almost twice that because my property line is 18 feet from the edge of street. 18 and 20 is 38 feet. That's where I have my building line. Secondly, the road below me is an easement. I don't have right to drive below my property. That's an easement. Secondly, thirdly maybe, all of the five properties that were mentioned as being comparable on the north side of the street, they are all uphill slope lots that has no relevance to my downslope. And the point I tried to make regarding the driveway is this. If this were the street and-- it's difficult to do, and this were the driveway and the house were here, the further the house is down the hill, the steeper your driveway becomes. And at some point, that driveway becomes too steep to drive on. And that was my point in trying to get this house within 20 feet of the property line so that I can get into the garage, which is at the very north end of my design. I don't know if I made that clearer, but I did bring out in the paper that you're looking at, Commissioner Stoker, the fact that it's not 20 feet, it's 38 feet.

Commissioner Stoker stated yeah. I understand that, but that does not-- the width of the road right now is not necessarily the ultimate width of the road.

Applicant Charles Gabriels asked which road are you talking about? Bandera?

Commissioner Stoker stated Bandera. Yeah. They can--

Applicant Charles Gabriels stated okay. What about it?

Commissioner Stoker stated they can choose to make it wider because the roads are either on one side of the road easement or the other. All of us live with that same exact thing where our property line isn't at the edge of the street. Very few people have it that way in town at all.

Applicant Charles Gabriels stated perhaps I should have asked for 10-foot setback.

Commissioner Stoker stated perhaps.

Vice Chair Thomas stated all right. Well, thank you. I appreciate it.

Thank you. Yeah, I don't have any-- I don't really have any comment on this myself. The one thing that I-- well, I guess I should say. Yeah, I think from an aesthetic standpoint, one of the things you brought up is that if all the houses there are set back to a certain degree and then you've got one sticking out, it's not good for the neighborhood in that regard. So, I guess we'll look for a motion on this because I don't have any other further comments. Any other commissioners have any other comments? No?

Commissioner Henderson stated I can make a motion. I'm going to make a motion that the Planning Commission denies variance V01-25 located at 57461 Bandera Road, APN 0596-451-26.

MOTION:**Environmental Assessment 05-25:**

That the Planning Commission finds the project is exempt from CEQA pursuant to Sections 15303, Class 3 (New Construction of Small Structure); 15305, Class 5 (Minor Alterations in Land Use Limitations), as the proposed project is one single-family residence, does not exceed 2,500 square feet, and a setback variance not resulting in the creation of any new parcel.

Variance 01-25:

That the Planning Commission denies Variance, V 01-25, located at 57461 Bandera Road (APN 0596-451-26), a request for a variance from Town of Yucca Valley Development Code, Chapter 9.07.050 Development Standards, to reduce the required front setback from 50' to 20'.

RESULT: **APPROVED [3 TO 0]**
MOVER: James Henderson, Commissioner
SECONDER: J Clint Stoker, Commissioner
AYES: James Henderson, J Clint Stoker, Mathew Thomas
ABSTAIN: Gerard Noonan
EXCUSED: Alejandro Vasconcelos

- 10. Development Code Amendment, DCA 01-25, Local Responsibility Area Fire Hazard Severity Zone Map, Ordinance No., An Ordinance Of The Town Council Of The Town Of Yucca Valley, California, Amending Section 9.05.030 of Chapter 9.05 (Zoning Districts and Zoning Map) of Title 9 (Development Code) of the Town of Yucca Valley Municipal Code, Amending Sections 9.15.020 and 9.15.030 of Chapter 9.15 (Overlay Districts) of Title 9 (Development Code) of the Town of Yucca Valley Municipal Code, Adopting the CAL FIRE – Local Responsibility Area Fire Hazard Severity Zone Map, published March 24, 2025, for the Town of Yucca Valley**

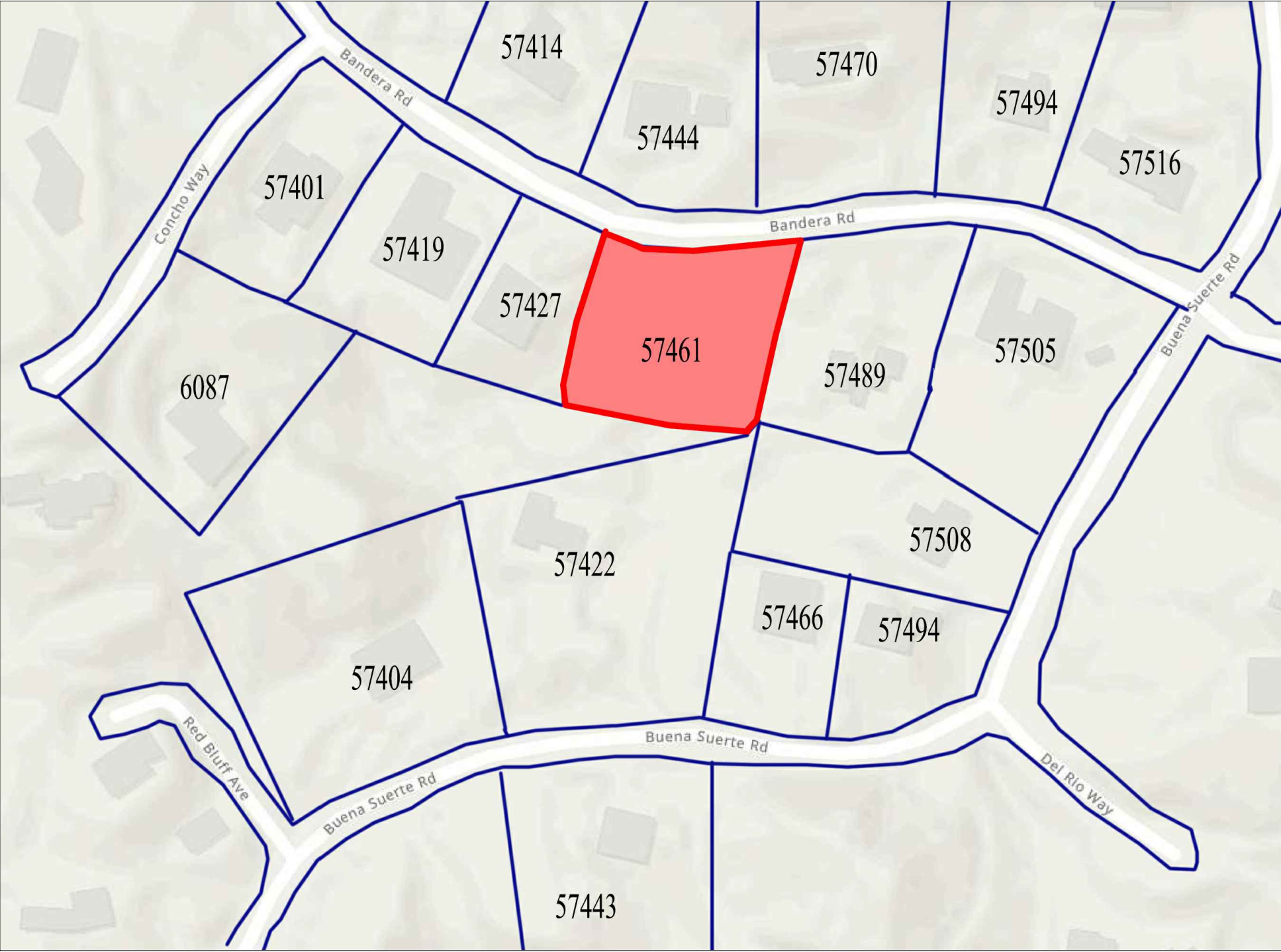
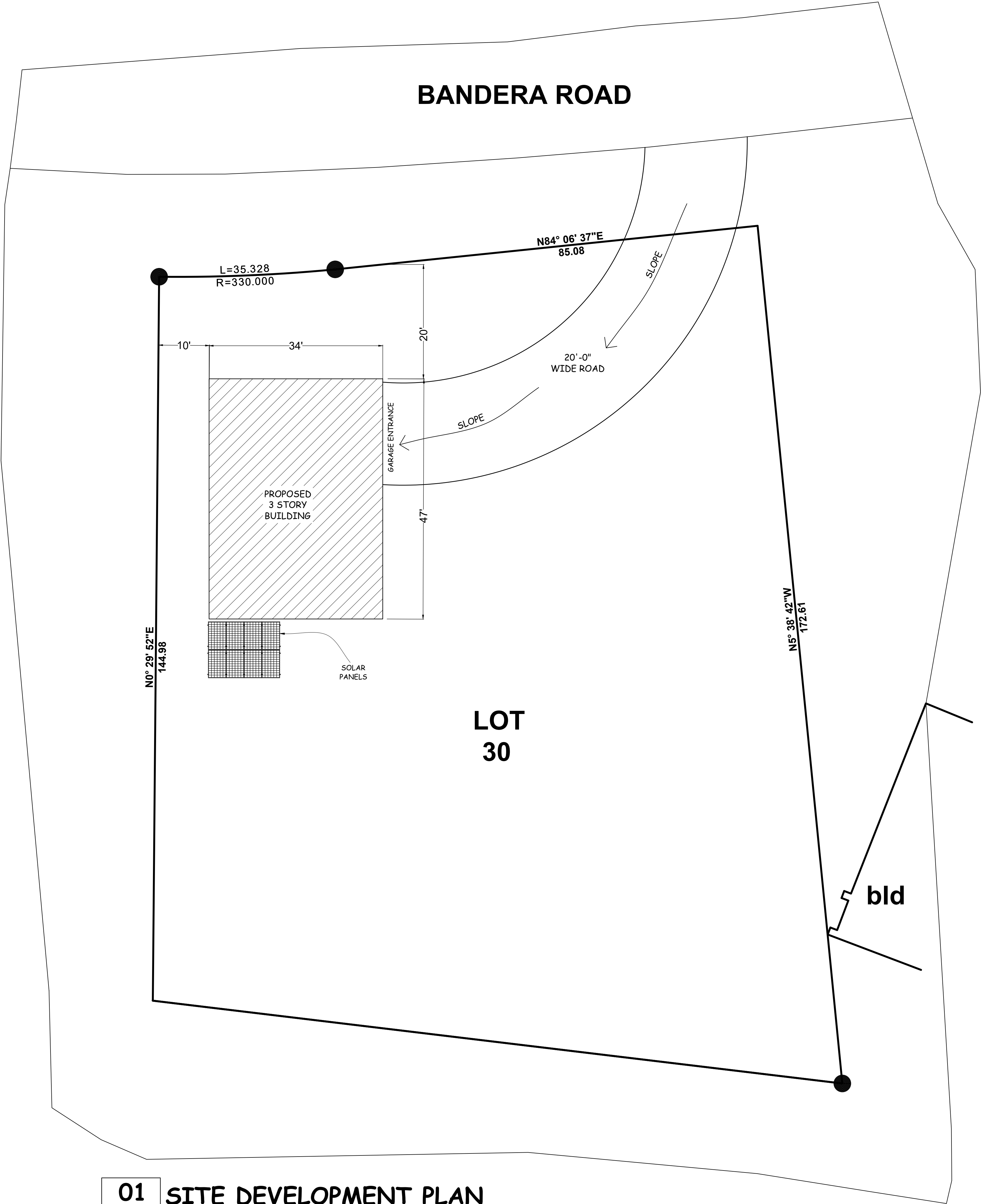
Vice Chair Thomas stated let's see here. Moving on to item number 10. Development Code Amendment DCA 01-25. Local responsibility area fire hazard severity zone map ordinance. Number and ordinance of the town council. The Town of Yucca Valley, California amending section 9.05.030 of Chapter 9.05 zoning districts and zoning map of Title IX Development Code of the Town of Yucca Valley Municipal Code, amending sections 9.15.020, and .030 of Chapter 9.15 Overlay Districts of Title IX development code of the Town of Yucca Valley Municipal Code adopting the CAL FIRE local responsibility area fire hazard severity zone map published March 24th, 2025 for the Town of Yucca Valley. Go ahead, staff.

Associate Planner Jerome stated It's always rough when you have to take a breath during the subject.

Vice Chair Thomas asked pardon me?

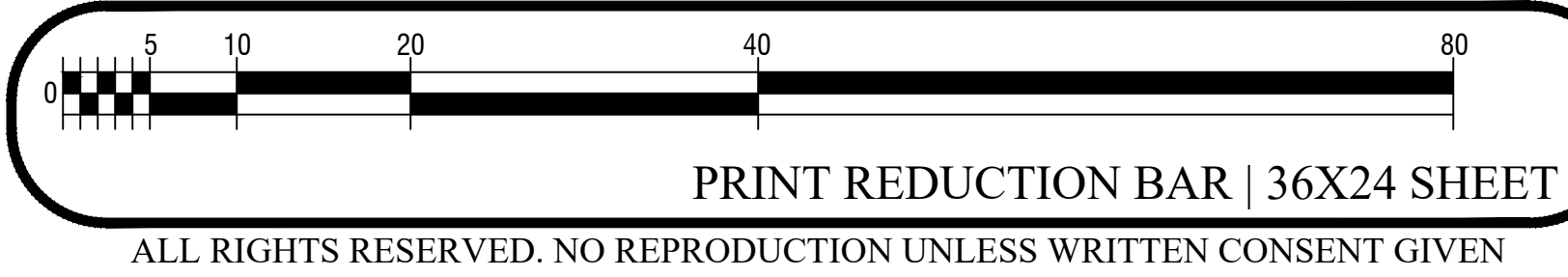
01 SITE DEVELOPMENT PLAN

A-100SCALE: 3/32" = 1'-0"



02 VICINITY MAP

A-100SCALE: N.T.S.



General Notes

NEW RESIDENCE FOR:
**57461 BANDERA RD,
YUCCA VALLEY, CA 92284**

COMPANY:
**PLANNED SPACE,
LTD.**

No.	Revision/Issue	Date

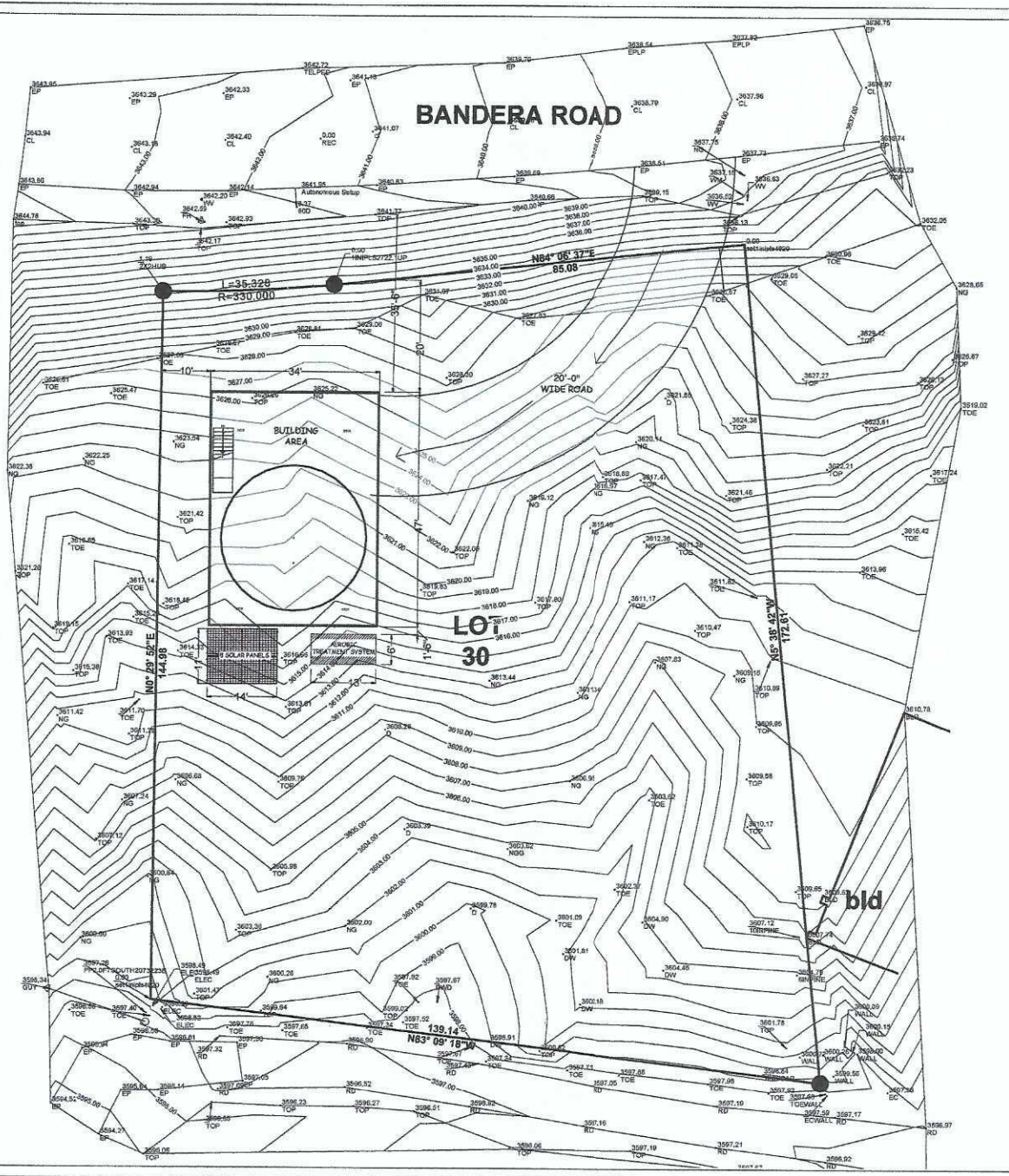
DRAWN BY:
IFRAART

DATE:
03/16/2025

SCALE: @ 36X24
1/10"=1'-0"

SHEET:
A-100





LEGEND:

NG	NATURAL GROUND
JT	JOSHUA TREE
YT	YUCCA TREE
DR	DIRT ROAD
TOP	TOP OF SLOPE
TOE	TOE OF SLOPE
WM	WATER METER
FH	FIRE HYDRANT
PP	POWERPOLE
EP	EDGE OF PAVEMENT
WW	WATERVALVE
EC	EDGE OF CONCRETE
BW	BURIED WATER MARKINGS

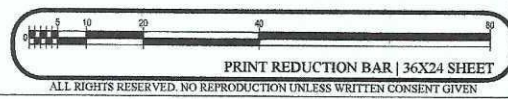
NOTES:

BASIS OF BEARING: CL BANDERA RD said bearing being:
N 84°10' 00"E OF TRACT MAP 7500
PER MB 954-7

BENCHMARK: CA/SAN BERNARDINO
BM NO. 705.22
ELEVATION = 3416.39 NAVD 88

● SET 1IN IP L.S 4820 OR AS NOTED

● FOUND POINTS AS NOTED



General Notes

NEW RESIDENCE FOR:

**57461 BANDERA RD,
YUCCA VALLEY, CA 92284**

COMPANY:

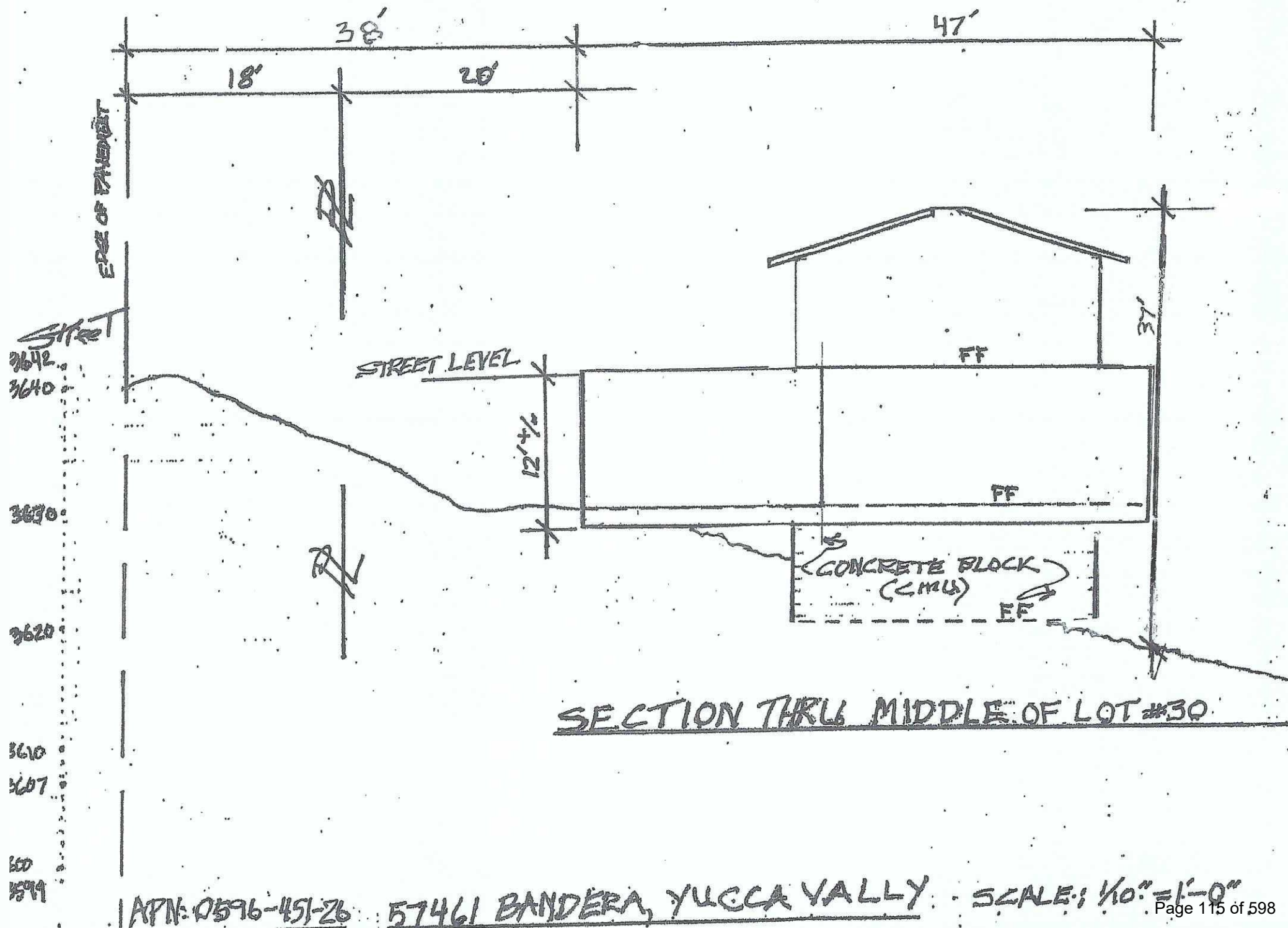
**PLANNED SPACE,
LTD.**

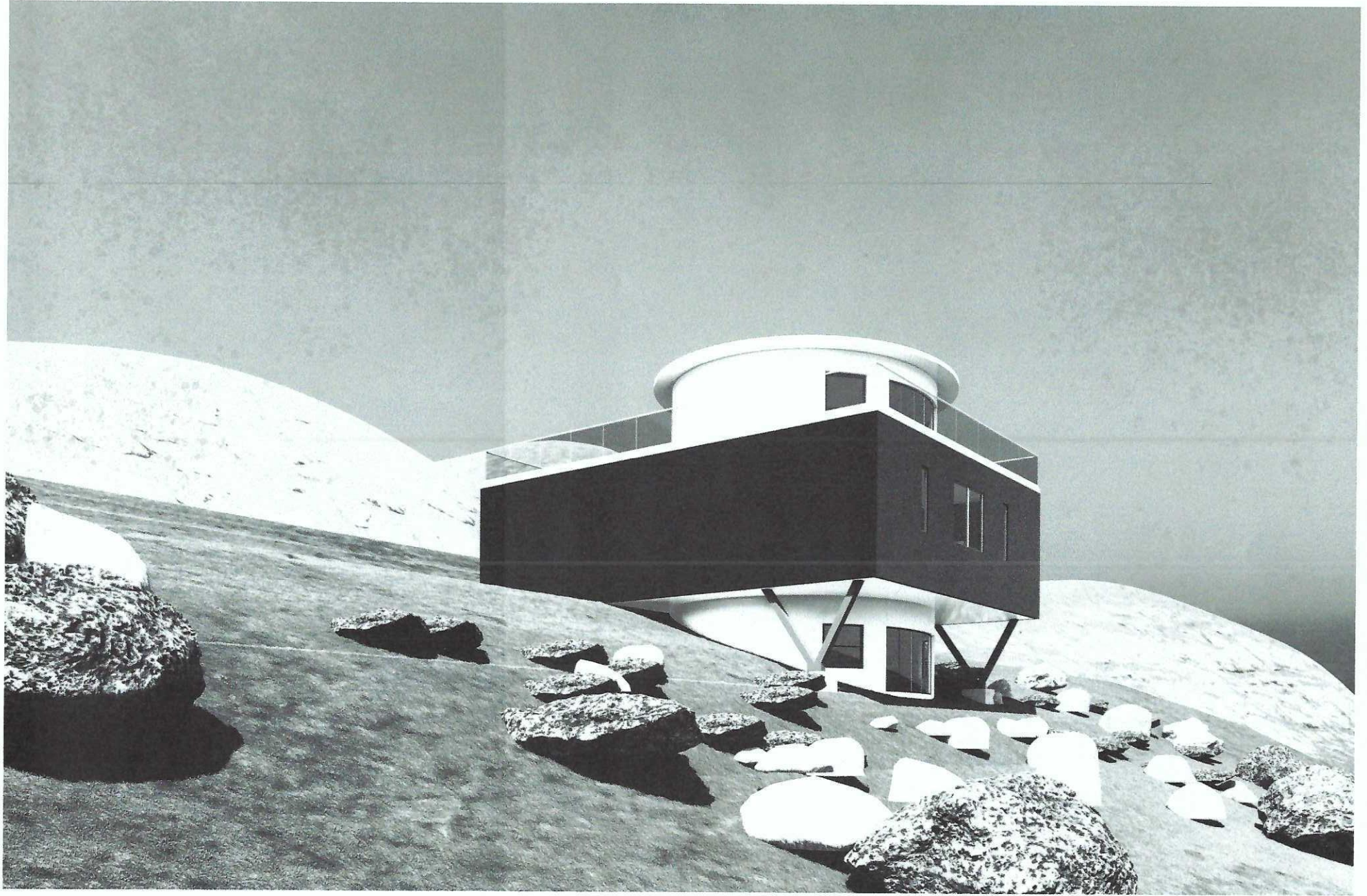
No.	Revision/Issue	Date

DATE: 03/16/2025

SHEET: **A-101**

SCALE: 1/10"=1'-0"







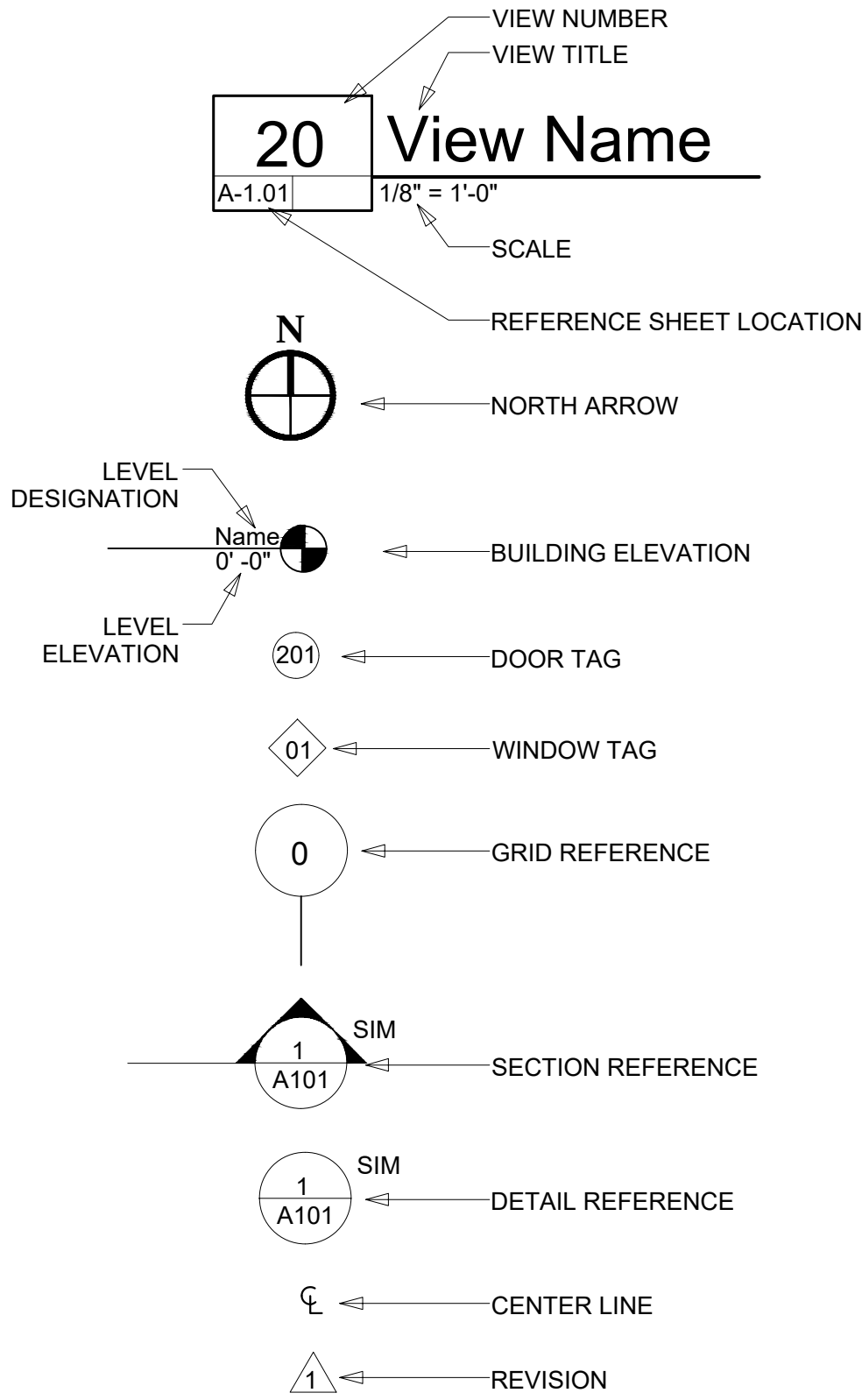
ABBREVIATIONS

ABV	ABOVE	FD	FLOOR DRAIN	PLYWD	PLYWOOD
ACOUS	ACOUSTICAL	FE	FIRE EXTINGUISHER	PR	PAIR
ACT	ACOUSTICAL CEILING TILE	FEC	FIRE EXTINGUISHER PANEL	PT	PAINT
AD	AREA DRAIN	FG	FINISH GROUP	PTD	PAINTED
ADJ	ADJUSTABLE	FH	FIRE HYDRANT	R	RISER
AFF	ABOVE FINISH FLOOR	FHC	FIRE HOSE CABINET	RAD	RADIUS
ALT	ALTERNATE	FIN	FINISH	RCP	REFLECTED CEILING PLAN
ALUM	ALUMINUM	FLR	FLOOR	RD	ROOF DRAIN
APPROX	APPROXIMATE	FLUOR	FLOURESCENT	RE	REFER
ARCH	ARCHITECT	FT	FOOT OR FEET	REF	REFRIGERATOR
B.O.	BOTTOM OF	FUR	FURRING	REINF	REINFORCED
BALC	BALCONY	GAL	GALLON	REQD	REQUIRED
BD	BOARD	GALV	GALVANIZED	RESIL	RESILIENT
BET	BETWEEN	GB	GRAB BAR	RM	ROOM
BLDG	BUILDING	GC	GENERAL CONTRACTOR	RO	ROUGH OPENING
BLKG	BLOCKING	GL	GLASS	RTU	ROOF TOP UNIT (MECH)
BLW	BELOW	GND	GROUND	S	SOUTH
BM	BEAM	GWB	GYP SUM BOARD	SAFB	SOUND ATTENUATION FIBER BATT
BOT	BOTTOM	GYP	GYP SUM	SC	SCUPPER
BRKT	BRACKET	H.W.H.	HOT WATER HEATER	SCHED	SCHEDULE
BULKH	BULKHEAD	HDWD	HARDWOOD	SEAL	SEALANT
BUR	BUILT UP ROOF	HDWR	HARDWARE	SECT	SECTION
C.G.	CORNER GUARD	HM	HOLLOW METAL	SF	SQUARE FOOT
CAB	CABINET	HORIZ	HORIZONTAL	SHT	SHEET
CALK	CAULKING	HR	HOURL	SIM	SIMILAR
CEM	CEMENT	HT	HEIGHT	SPEC	SPECIFICATION
CER	CERAMIC	ID	INNER DIAMETER	SQ	SQURE
CJ	CONTROL JOINT	INCAN	INCANDESCENT	SS	STAINLESS STEEL
CLG	CEILING	INSUL	INSULATION	STD	STANDARD
CLOS	CLOSET	INT	INTERIOR	STL	STEEL
CLR	CLEAR	JAN	JANITOR	STOR	STORAGE
CO	CASED OPENING	JST	JOIST	STRUCT	STRUCTURAL
COL	COLUMN	JT	JOINT	SUSP	SUPSPENDED
CONC	CONCRETE	LAM	LAMINATE	SYM	SYMMETRICAL
CONT	CONTINUOUS	LAV	LAVATORY	T	TREAD
CPT	CARPET	LB(S)	POUNDS	T&G	TONGUE & GROOVE
CT	CERAMIC TILE	LDG	LANDING	TEL	TELEPHONE
CTR	CENTER	LT	LIGHT	TER	TERRAZZO
DBL	DOUBLE	MAX	MAXIMUM	THK	THICK
DET	DETAIL	MECH	MECHANICAL	THR	THRESHOLD
DIA	DIAMETER	MEMB	MEMBRANE	TO	TOP OF
DIM	DIMENSION	MFR	MANUFACTURER	TYP	TYPICAL
DN	DOWN	MIN	MINIMUM	UC	UNDERCUT
DR	DOOR	MISC	MISCELLANEOUS	UNFIN	UNFINISHED
DS	DOWN SPOUT	MO	MASONRY OPENING	UNO	UNLESS NOTED OTHERWISE
DW	DISHWASHER	MTD	MOUNTED	UON	UNLESS OTHERWISE NOTED
DWVG	DRAWING	MTL	METAL	UTIL	UTILITY
E	EAST	N	NORTH	VCT	VINYL COMPOSITION TILE
EA	EACH	NIC	NOT IN CONTRACT	VERT	VERTICAL
EIFS	EXTERIOR INSULATION & FINISH SYSTEM	NO	NUMBER	VIF	VERIFY IN FIELD
ELEC	ELECTRIC	NOM	NOMINAL	VTR	VENT TERMINATION PIPE
ELEV	ELEVATION	NTS	NOT TO SCALE	VVC	VINYL WALL COVERING
EMER	EMERGENCY	O.P.	OVERFLOW PIPE	W	WEST
ENCL	ENCLOSURE	OA	OVERALL	W/	WITH
EOS	EDGE OF SLAB	OC	ON CENTER	W/O	WITHOUT
EQ	EQUAL	OD	OUTSIDE DIAMETER	WC	WATERCLOSET
EQUIP	EQUIPMENT	OFF	OFFICE	WIN	WINDOW
ETR	EXISTING TO REMAIN	OH	OPPOSITE HAND	WP	WATERPROOF
EW	EACH WAY	OPG	OPENING	WS	WETSTACK
EXP. JT.	EXPANSION JOINT	OPP	OPPOSITE	WSC	WAINSCOT
EXST	EXISTING	PART	PARTITION	WT	WEIGHT
F.O.	FACE OF	PERM	PERIMETER		
FA	FIRE ALARM	PG	PAINT GRADE		
FAP	FIRE ANNUNCIATOR PANEL	PLAM	PLASTIC LAMINATE		
		PLAS	PLASTER		

GENERAL NOTES

1. GENERAL NOTES AND STANDARDS:
- 1.1. 2022 CALIFORNIA BUILDING CODE AND ITS APPENDICES AND STANDARDS.
- 1.2. 2022 CALIFORNIA PLUMBING CODE AND ITS APPENDICES AND STANDARDS.
- 1.3. 2022 CALIFORNIA MECHANICAL CODE AND ITS APPENDICES AND STANDARDS.
- 1.4. 2022 CALIFORNIA FIRE CODE AND ITS APPENDICES AND STANDARDS.
- 1.5. 2022 CALIFORNIA ELECTRICAL CODE AND ITS APPENDICES AND STANDARDS.
- 1.6. 2022 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS.
- 1.7. 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE AND ITS APPENDICES AND STANDARDS.
- 1.8. 2022 CALIFORNIA RESIDENTIAL CODE AND ITS APPENDICES AND STANDARDS
- 1.9. CURRENT TOWN OF YUCCA VALLEY, CA, DEVELOPMENT CODE.
2. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY WITH EXISTING SITE CONDITIONS. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, HE/SHE SHALL BE PROCEEDING AT HIS/HER OWN RISK.
3. DIMENSIONS SHOWN SHALL TAKE PRECEDENCE OVER DRAWING SCALE OR PROPORTION. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
4. IN THE EVENT OF THE UNFORESEEN ENCOUNTER OF MATERIALS SUSPECTED TO BE OF AN ARCHAEOLOGICAL OR PALEONTOLOGICAL NATURE, ALL GRADING AND EXCAVATION SHALL CEASE IN THE IMMEDIATE AREA AND THE CONTRACTOR SHALL NOTIFY THE OWNER. THE FIND SHALL BE LEFT UNTOUCHED UNTIL AN EVALUATION BY A QUALIFIED ARCHAEOLOGIST OR PALEONTOLOGIST IS MADE.
5. CONTRACTOR IS TO BE RESPONSIBLE FOR BEING FAMILIAR WITH THESE DOCUMENTS INCLUDING ALL CONTRACT REQUIREMENTS.
6. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
7. AN APPROVED JOB-SITE TOILET IS REQUIRED TO BE AVAILABLE.
8. INTERIOR FIRE SPRINLERS TO BE INSTALLED BY A CONTRACTOR LICENSED TO DO SO.
9. OSHA PERMITS REQUIRED FOR VERTICAL CUTS 5' OR OVER.
10. CONTRACTOR TO PROVIDE COMPLETE DETAILS OF ENGINEERED TEMPORARY SHORING OR SLOT CUTTING PROCEDURES ON PLANS. CALL FOR INSPECTION BEFORE EXCAVATION BEGINS.
11. CONTRACTOR TO REVIEW CALIFORNIA GREEN CODE REQUIREMENTS FOR CONTRACTOR REQUIREMENTS.
12. A SEPARATE OFFICER, ACCESS EASEMENT/AGREEMENT, AND/OR RECIPROCAL ACCESS EASEMENT/AGREEMENT MAY BE REQUIRED TO INSURE THAT THE PROPOSED PRIVATE ACCESS ROADWAY WILL REMAIN OPEN TO THROUGH TRAFFIC AND EMERGENCY VEHICLES PRIOR TO FINAL OF BUILDING PERMIT.
13. OWNER TO PROVIDE LOCATION OF THE NEAREST FIRE HYDRANT. FIRE HYDRANT LOCAION SHALL MEET THE REQUIREMENTS IN THE CFC.

SYMBOLS



BUILDING ANALYSIS

OCCUPANCY: R-1-1

TYPE OF CONSTRUCTION: V

APPLICABLE CODES

2020 CBC,2020 CEC,2020 CPC,2020 CMC,2019 CRC,2020 CEnergyC,2020 CGreenBSC

Residential Mandatory Measures

GENERAL REQUIREMENTS

1. GENERAL CONTRACTOR SHALL VISIT JOB SITE AND VERIFY ALL GRADES,DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.

2. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL WORK INCLUDING THAT OF ALL SUB-TRADES.

3. GENERAL CONTRACTOR SHALL NOTIFY DESIGNER IMMEDIATELY OF ANY DISCREPANCIES FOUND WITHIN THE CONTRACT DOCUMENTS.

4. ALL WORK PERFORMED SHALL CONFORM WITH THE REQUIREMENTS OF THE CALIFORNIA BUILDING CODE (LATEST ADOPTED EDITION)OR OTHER APPLICABLE GOVERNING CODES AND BUILDING ORDINANCES.

5. ALL SUBCONTRACTORS SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS ACCUMULATED AS A RESULT OF THEIR OPERATION. ALL SCRAP,DEBRIS AND OTHERS EXCESS MATERIALS SHALL BE REMOVED FROM THE BUILDING SITE.

6. THE OWNER SHALL HAVE THE RIGHT TO MAKE CERTAIN CHANGES IN THE WORK AND THE CONTRACT AMOUNT SHALL BE ADJUSTED ACCORDINGLY. HOWEVER, THE GENERAL CONTRACTOR SHALL NOT PROCEED WITH ANY CHANGES WITHOUT WRITTEN APPROVAL OF THE OWNER.

7. ALL MATERIALS SHALL BE FURNISHED AS SHOWN ON HEREIN UNLESS EQUAL ALTERNATES ARE APPROVED IN WRITING BY THE OWNER.

8. SEPARATE PERMIT WILL BE REQUIRED FOR PLUMBING, MECHANICAL, AND ELECTRICAL WORKS AS APPLICABLE.

9. AN APPROVED JOB SITE TOILET IS REQUIRED TO BE AVAILABLE TO ANYONE INVOLVED IN CONSTRUCTION ACTIVITIES.

BUILDING SUMMARY

SITE LOCATION

PROJECT INFORMATION

OWNER: CHARLES GABRIELS

ADDRESS: 57461 BANDERA RD, YUCCA VALLEY, CA 92284

SCOPE OF WORK

3 - STORY RESIDENCE

SHEET INDEX

ARCHITECTURAL PLANS

A-000 COVER SHEET

A-100 SITE DEVELOPMENT PLAN & VICINITY MAP

A-101 SITE PLAN

A-102 FOUNDATION PLAN & DETAILS

A-103 FLOOR PLANS

A-104 EXTERIOR ELEVATIONS

A-105 ROOF PLAN & FRAMING DETAILS

A-106 DOORS & WINDOWS SCHEDULES

S-101 SECTIONAL VIEWS (A & B)

E-101 ELECTRICAL PLANS

E-102 ELECTRICAL SPECIFICATIONS

P-101 PLUMBING PLANS

P-102 TECHNICAL DETAILS FOR PLUMBING

M-101 MECHANICAL PLANS

BUILDING DATA

Site Address :

ZIP Code :

Lot/Parcel Area (Calculated):

Assessor Parcel No. (APN):

Land Sqft:

General Notes

NEW RESIDENCE FOR:

57461 BANDERA RD,
YUCCA VALLEY, CA 92284

COMPANY:

PLANNED SPACE,
LTD.

No.	Revision/Issue	Date
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DRAWN BY:

IFRAART

DATE:

03/16/2025

SCALE: @ 3/6X24

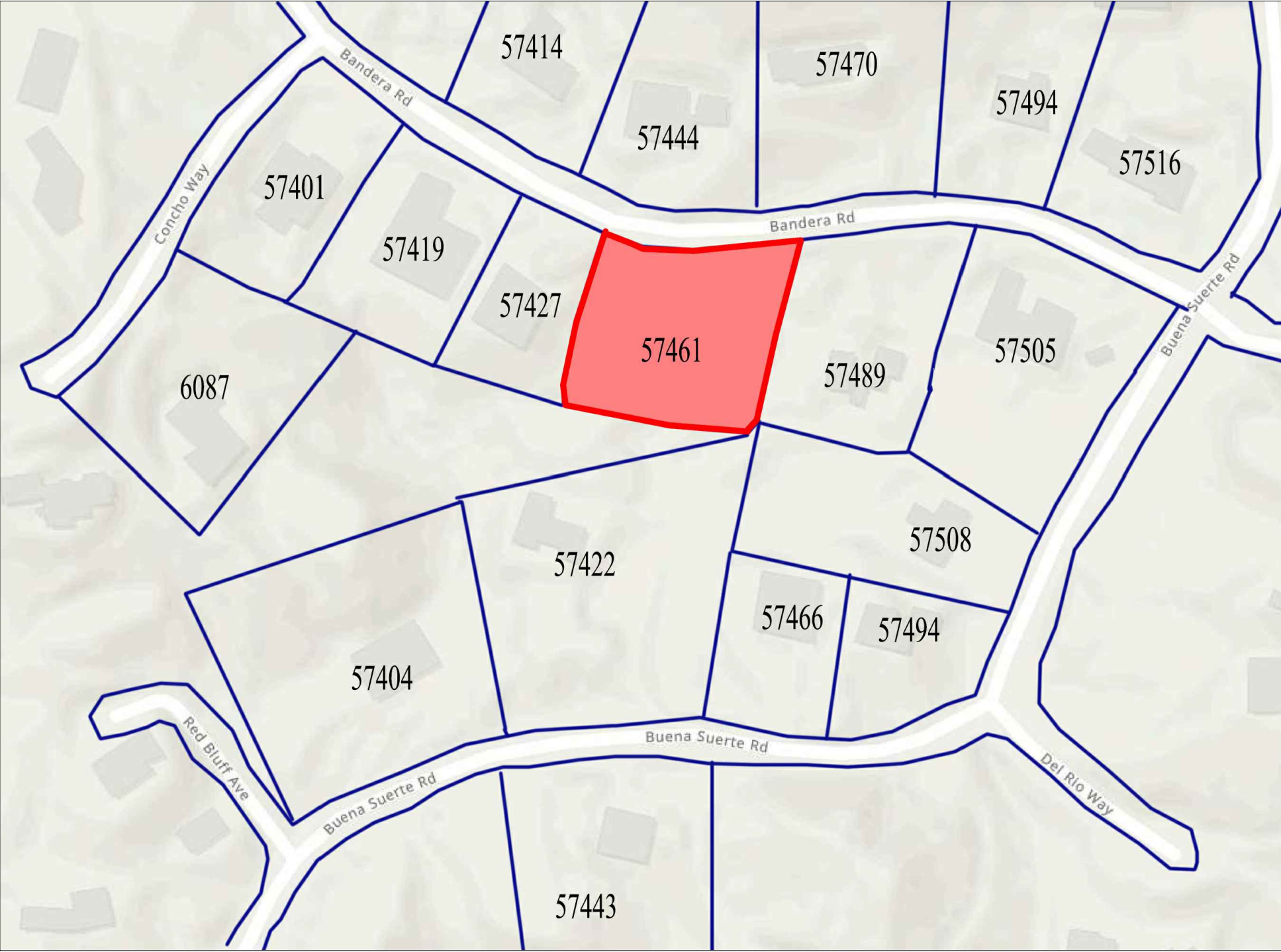
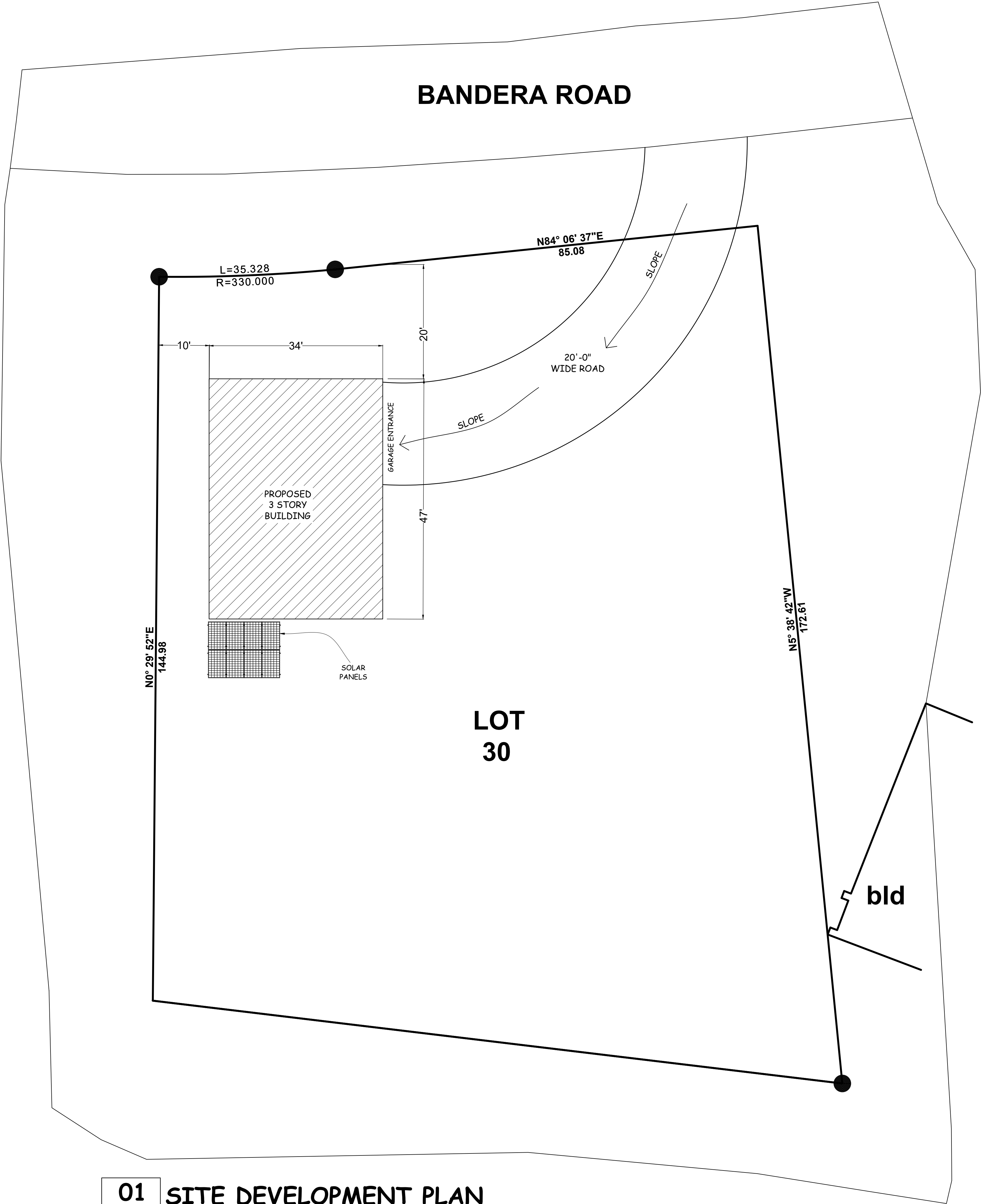
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SHEET:

A-000

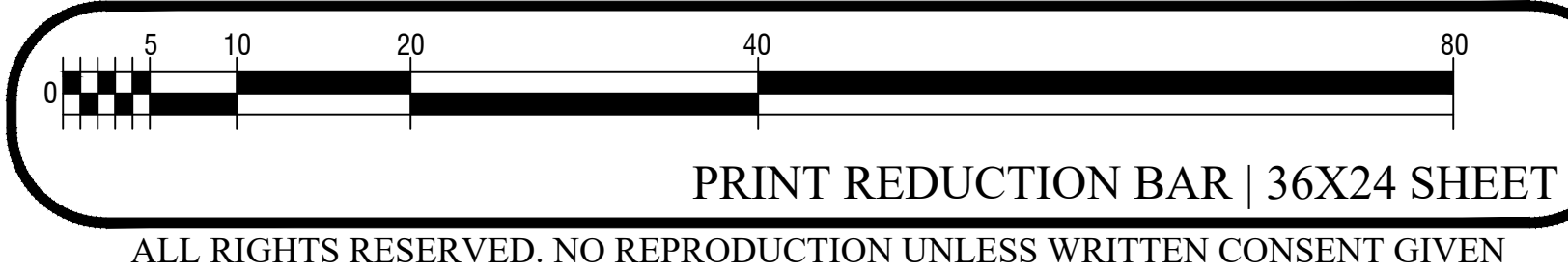
01 SITE DEVELOPMENT PLAN

A-100SCALE: 3/32" = 1'-0"



02 VICINITY MAP

A-100SCALE: N.T.S.



General Notes

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YUCCA VALLEY, CA 92284**

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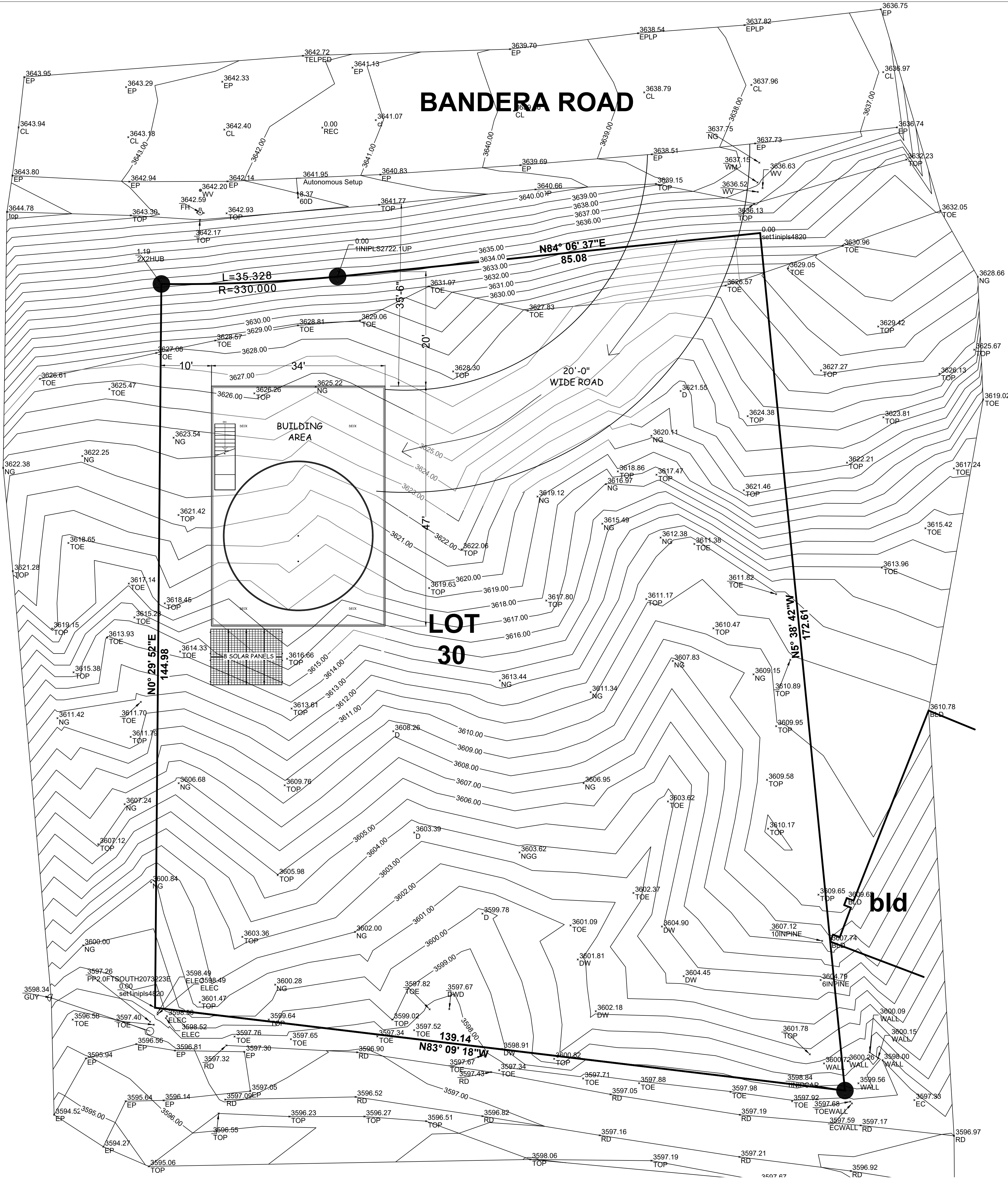
No.	Revision/Issue	Date

DRAWN BY:
IFRAART

DATE:
03/16/2025

SCALE: @ 36X24
1/10"=1'-0"

SHEET:
A-100



LEGEND:	
NG	NATURAL GROUND
JT	JOSHUA TREE
YT	YUCCA TREE
DR	DIRT ROAD
TOP	TOP OF SLOPE
TOE	TOE OF SLOPE
WM	WATER METER
FH	FIRE HYDRANT
PP	POWERPOLE
EP	EDGE OF PAVEMENT
WV	WATERVALVE
EC	EDGE OF CONCRETE
BW	BURIED WATER MARKINGS

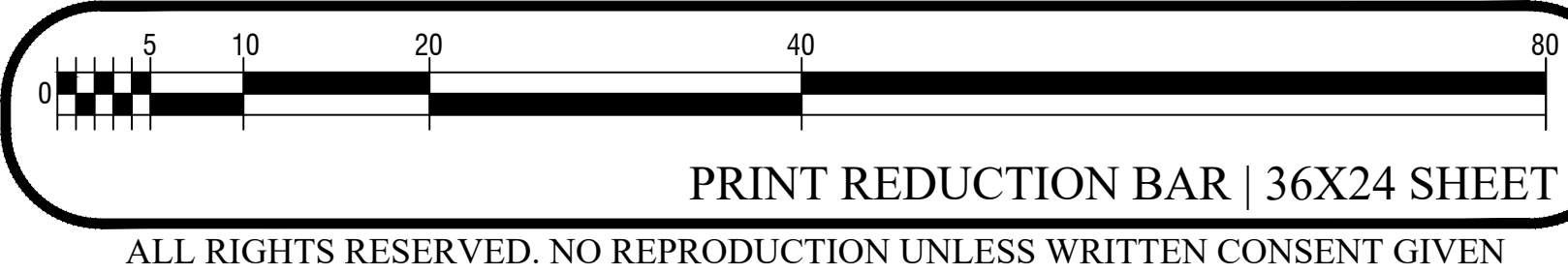
NOTES:

BASIS OF BEARING: CL BANDERA RD said bearing being:
N 84°10' 00"E OF TRACT MAP 7590
PER MB 96/4-7

BENCHMARK: CA/SAN BERNARDINO
BM NO. 705.22
ELEVATION = 3416.39 NAVD 88

○ SET 1IN IP LS 4820 OR AS NOTED

● FOUND POINTS AS NOTED



General Notes

NEW RESIDENCE FOR:

57461 BANDERA RD,
YUCCA VALLEY, CA 92284

COMPANY:

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No.	Revision/Issue	Date

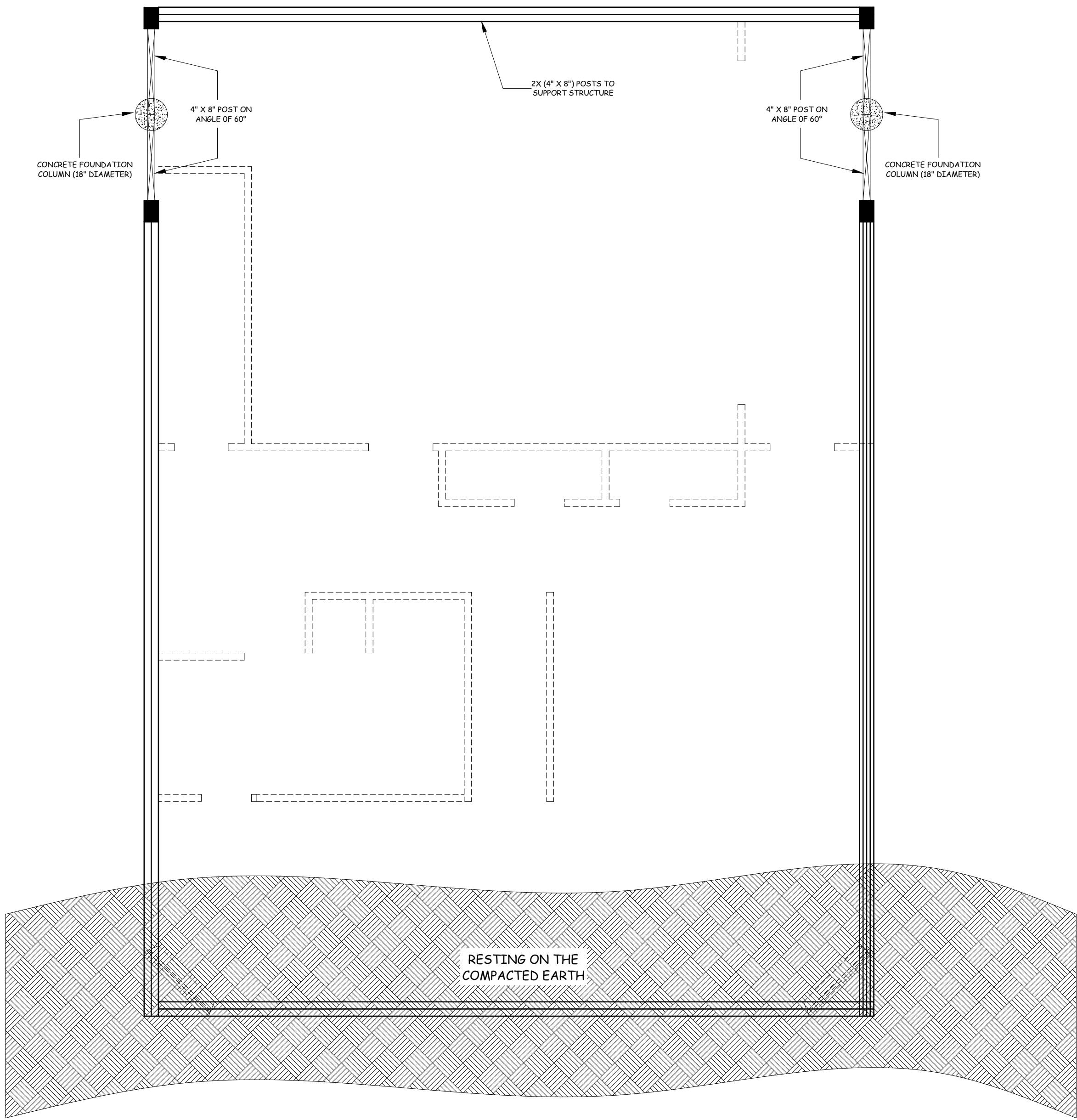
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IFRAART

DATE:
03/16/2025

SCALE: @ 36X24
1/10"=1'-0"

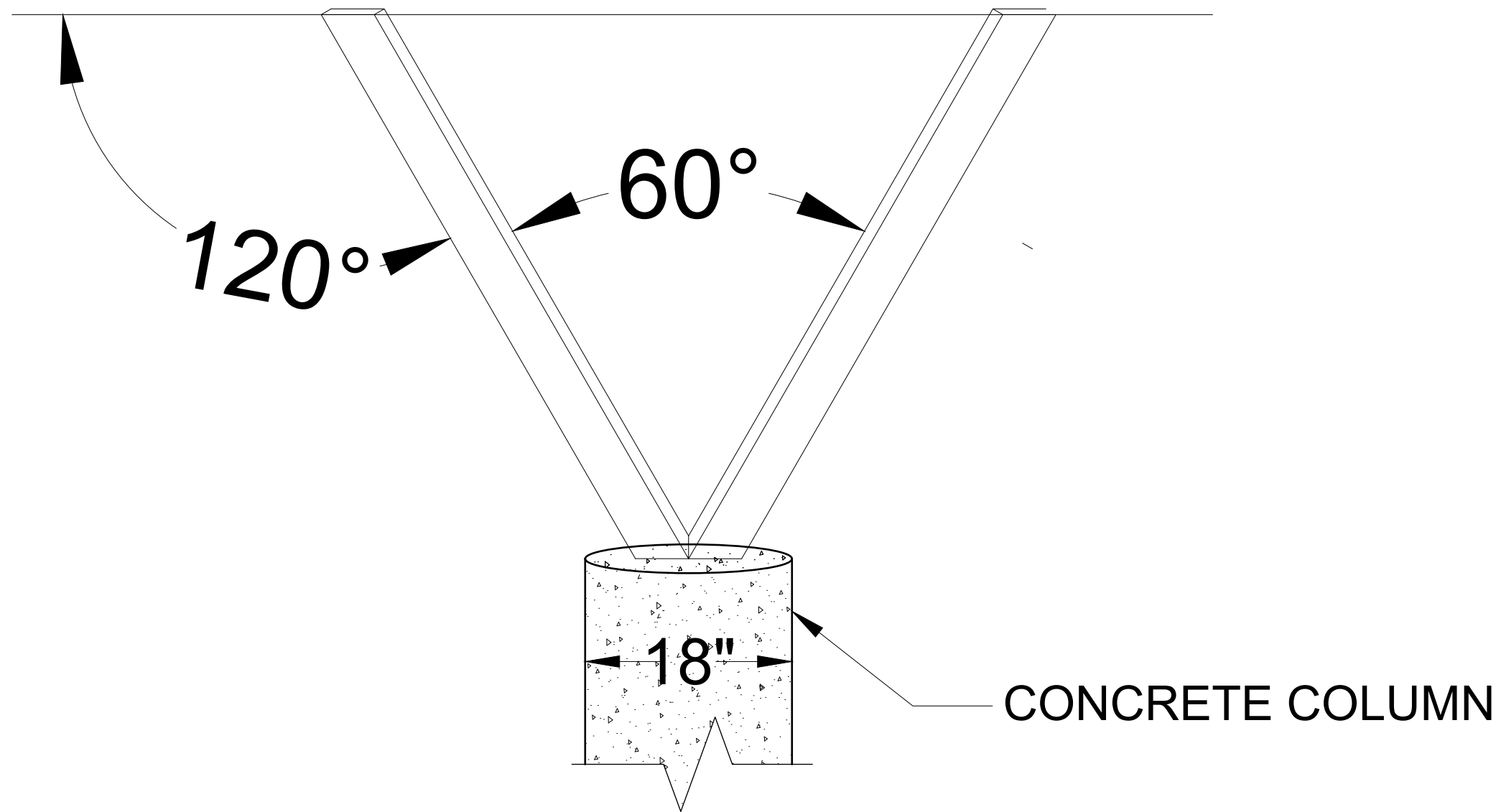
SHEET:

A-101



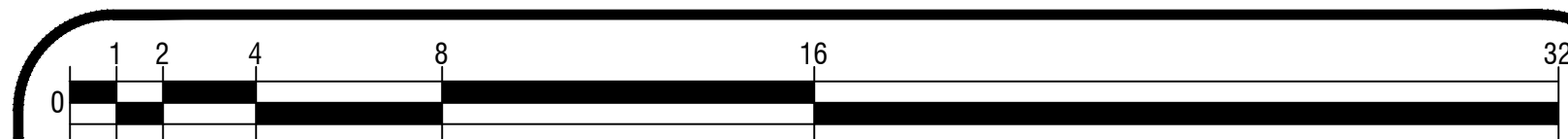
01 FOUNDATION PLAN

A-102 SCALE: 1/4" = 1'-0"



02 ELEVATION VIEW

A-102 SCALE: 1" = 1'-0"



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General Notes

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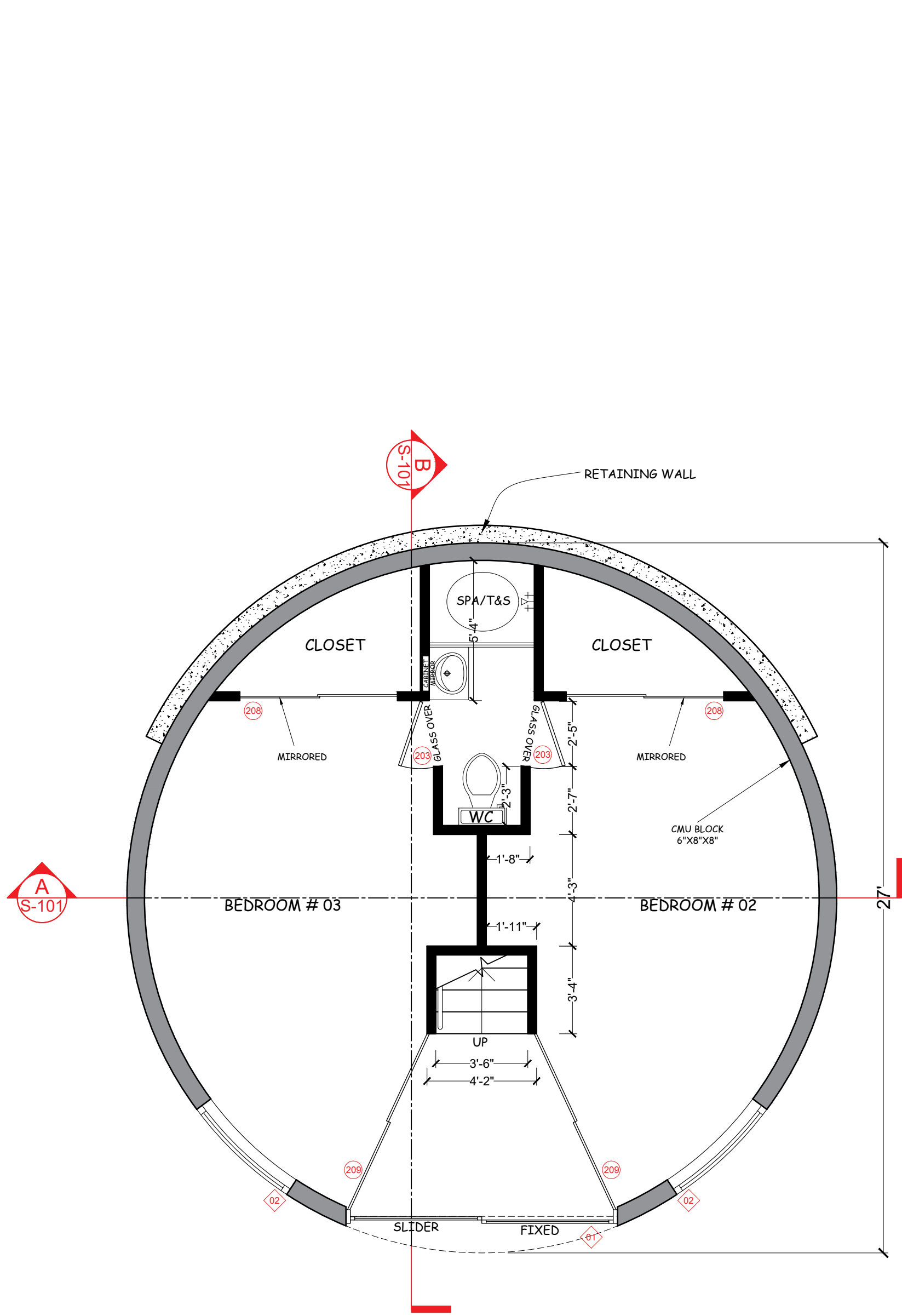
No.	Revision/Issue	Date

DRAWN BY:
IFRAART

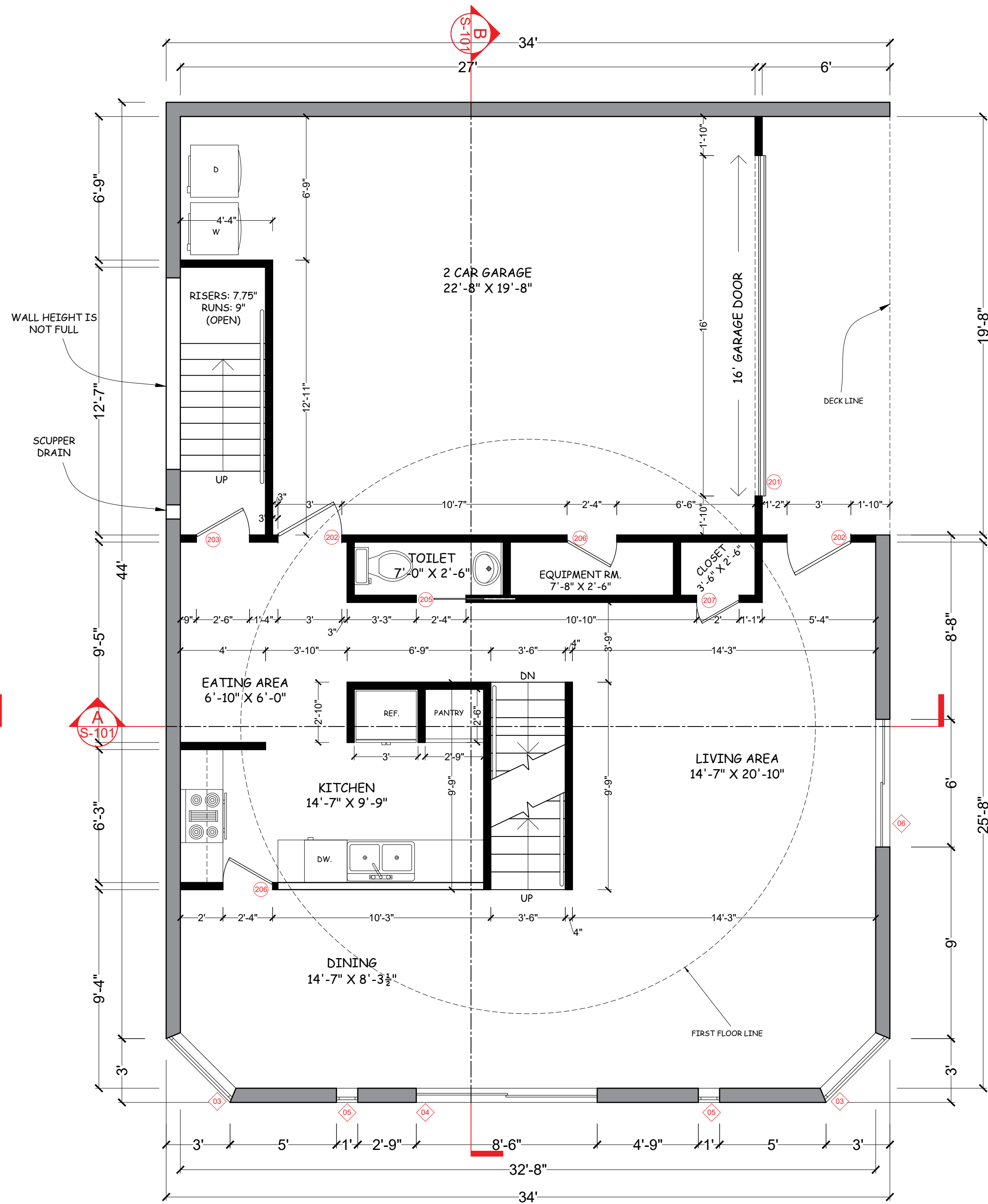
DATE:
03/16/2025

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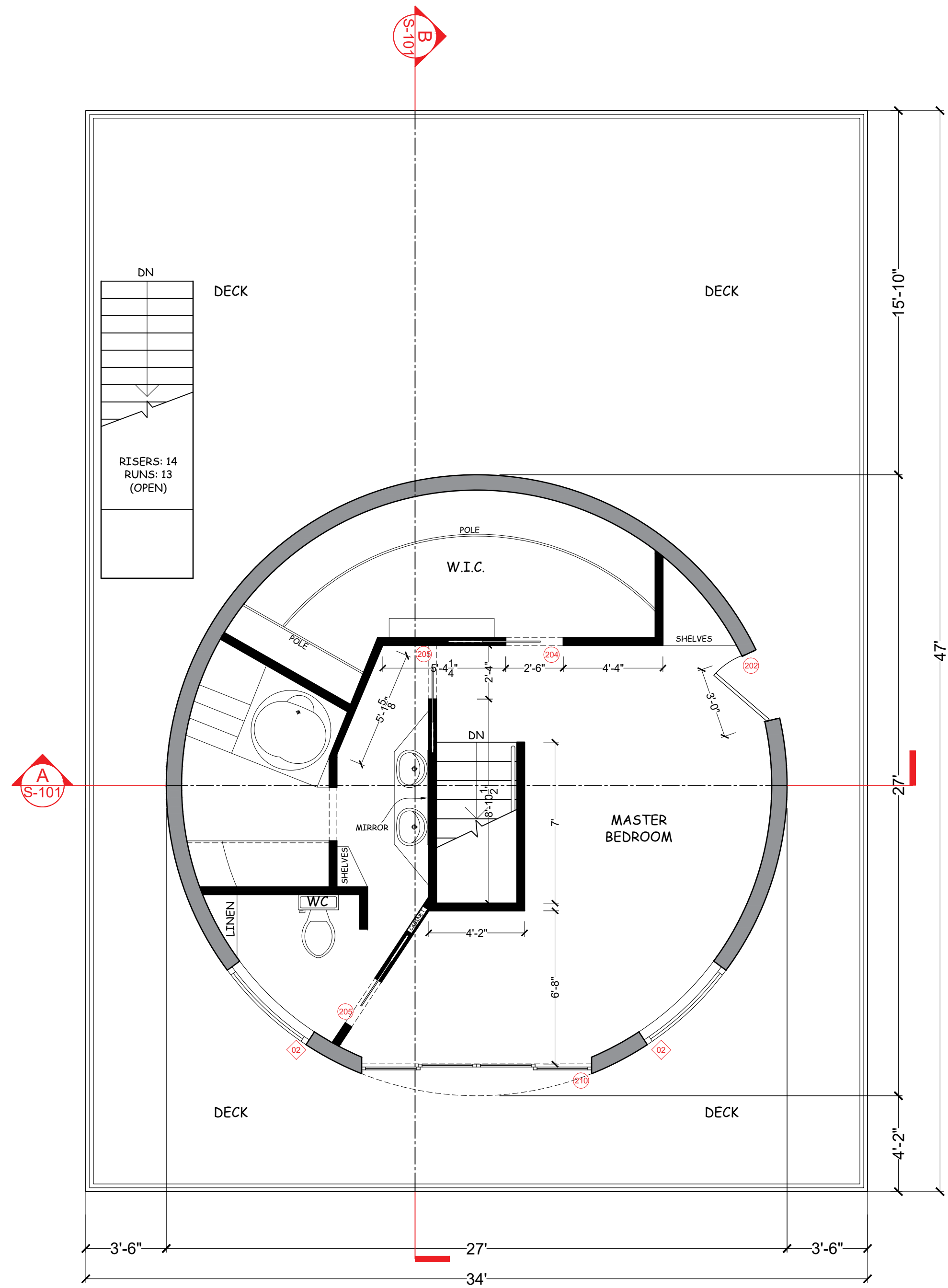
SHEET:
A-102



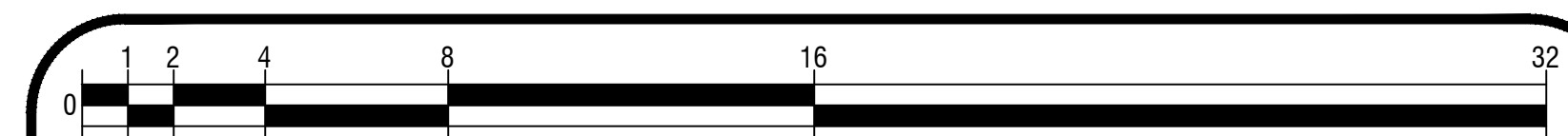
01 LOWER FLOOR PLAN
A-103 SCALE: 1/4" = 1'-0"



02 MAIN FLOOR PLAN
A-103 SCALE: 1/4" = 1'-0"



03 FIRST FLOOR PLAN
A-103 SCALE: 1/4" = 1'-0"



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General Notes

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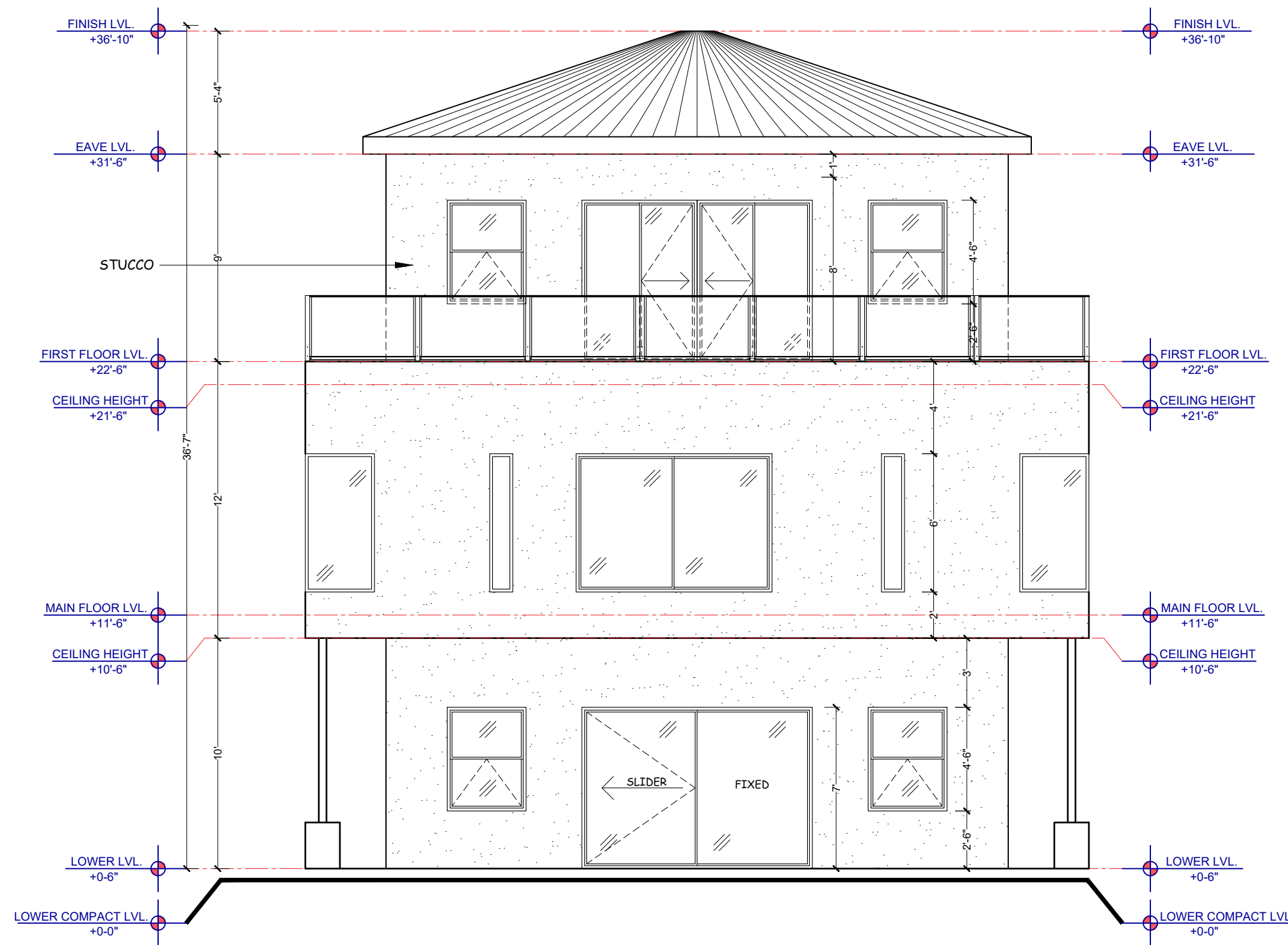
COMPANY:

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LTD.

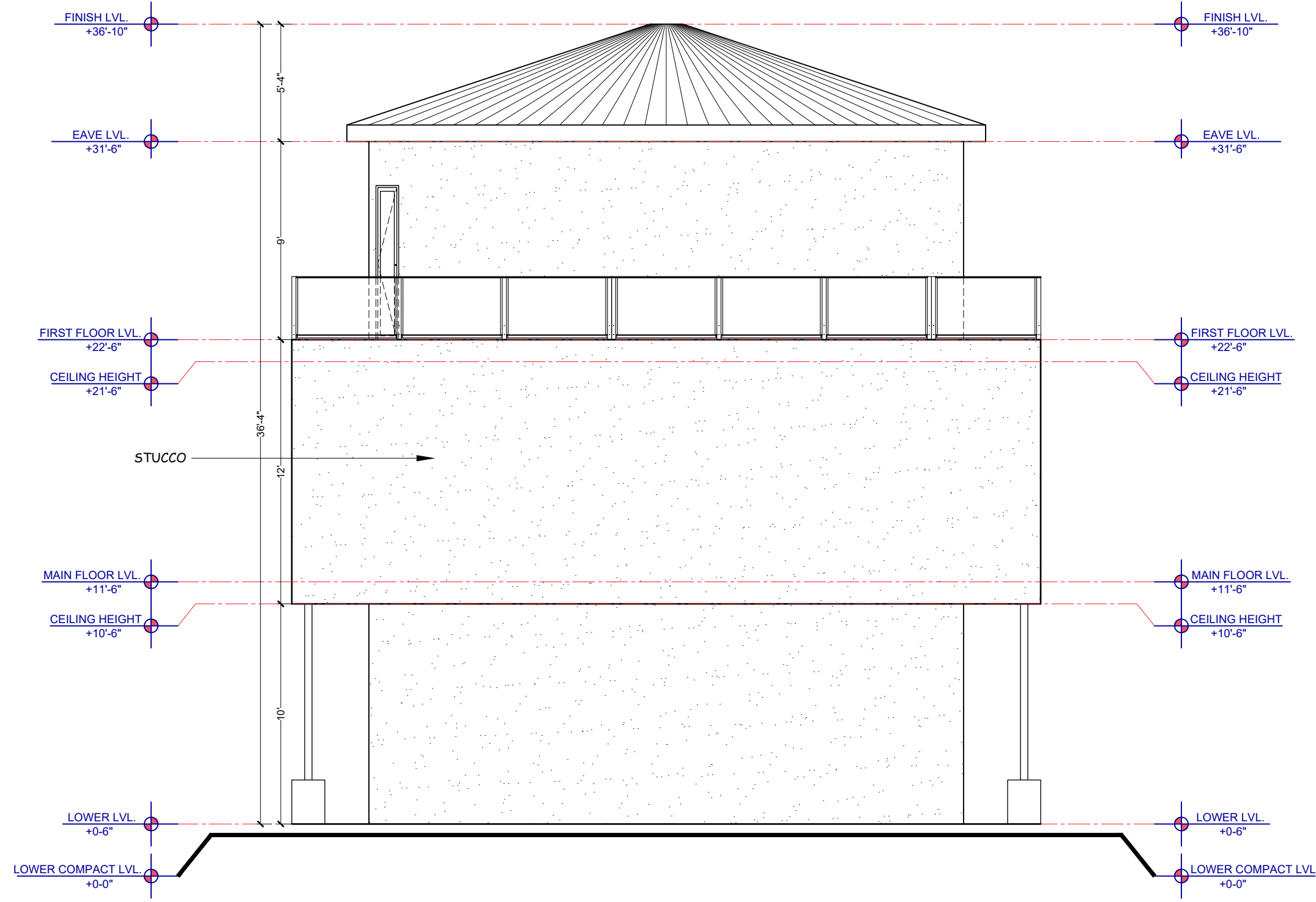
No.	Revision/Issue	Date



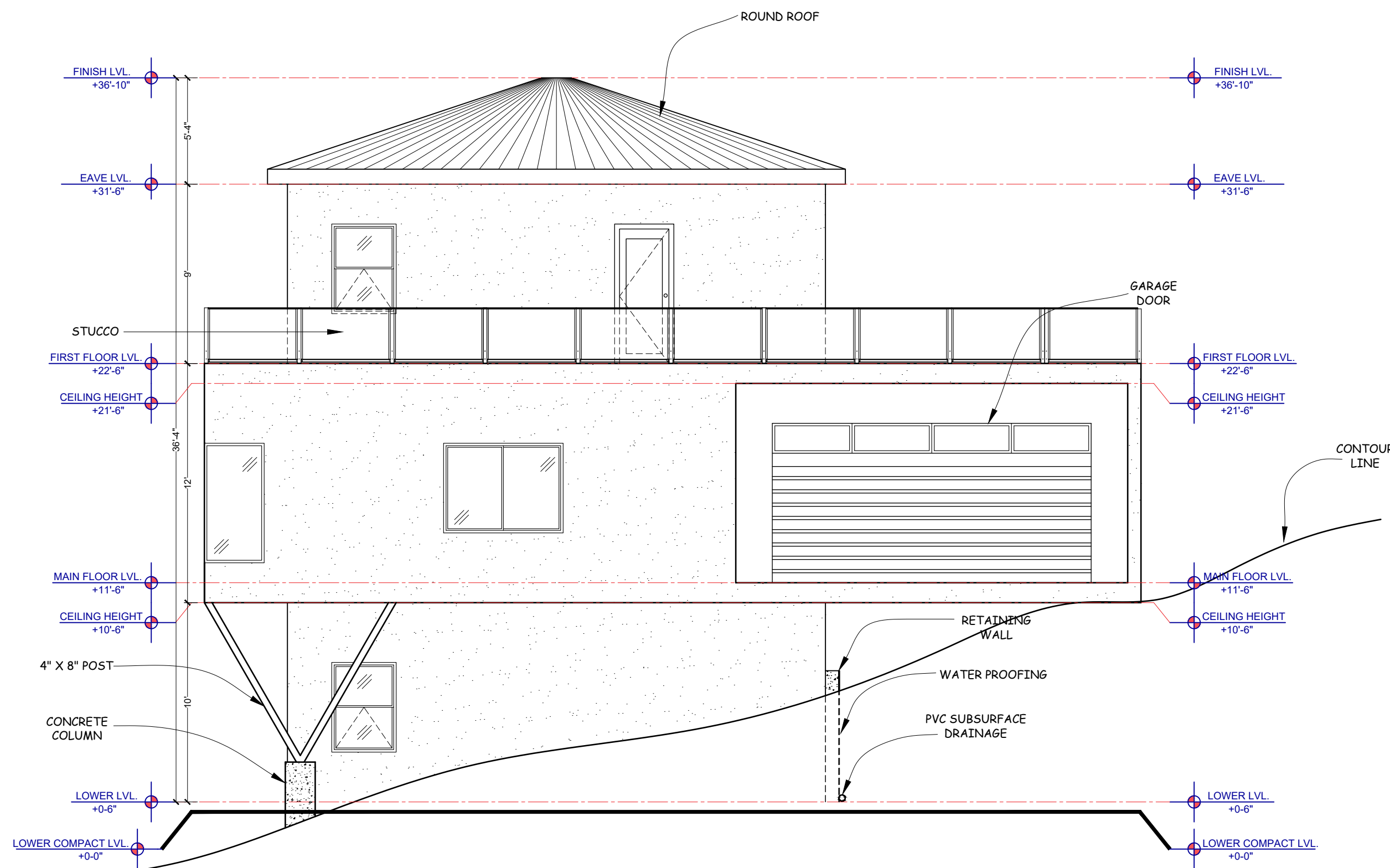
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DATE: 03/16/2025	
SCALE: @ 36X24 1/4"=1'-0"	



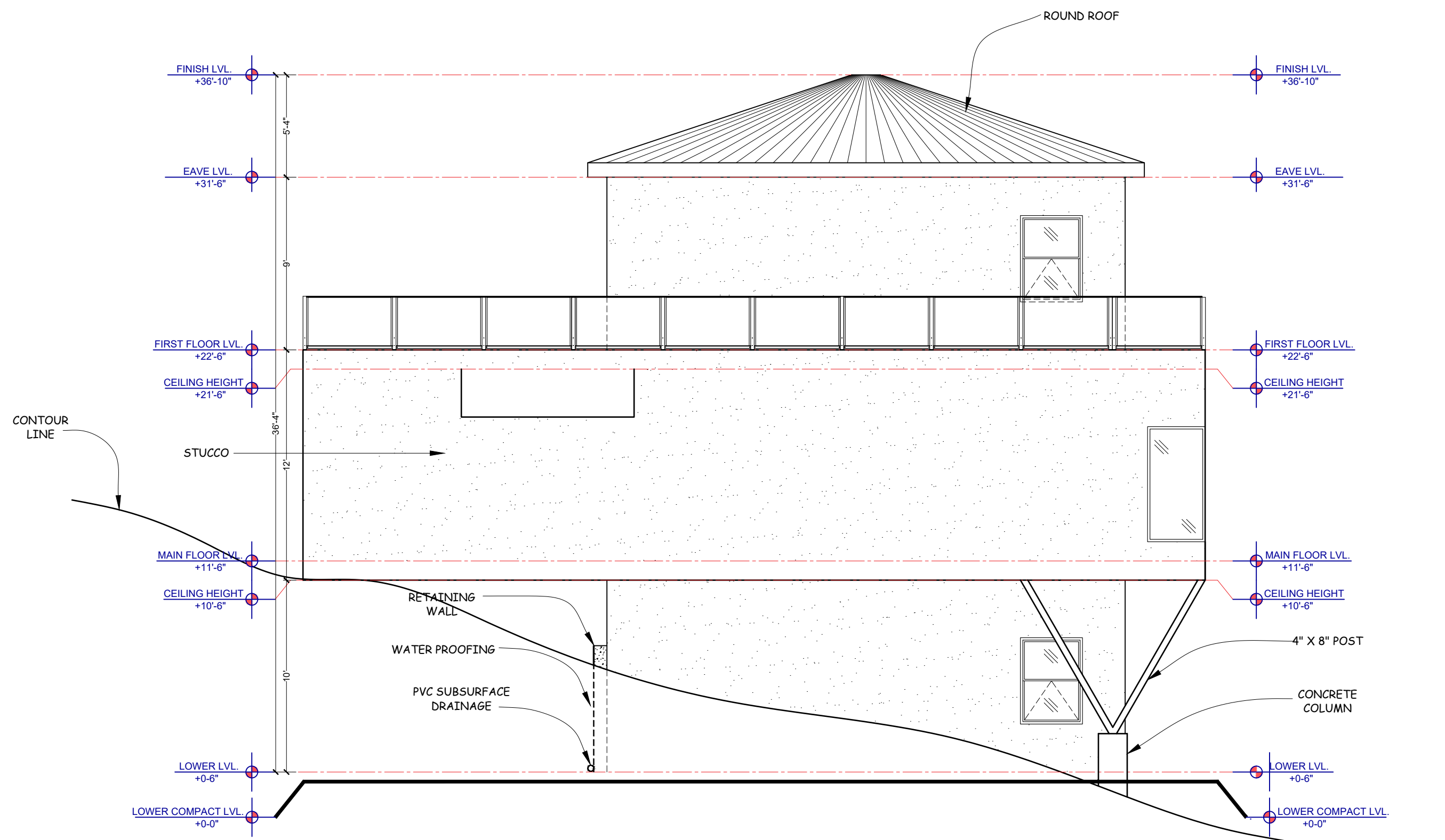
01 SOUTH ELEVATION
A-104 SCALE: 1/4" = 1'-0"



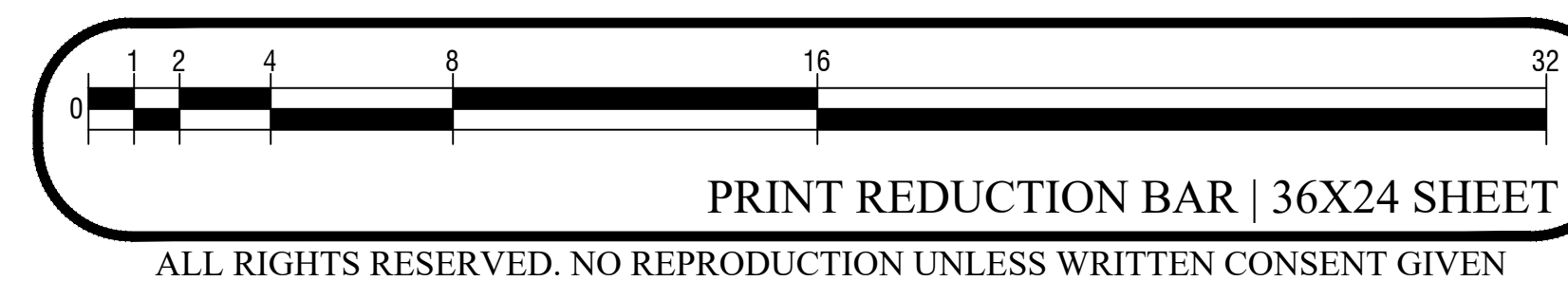
03 NORTH ELEVATION
A-104 SCALE: 1/4" = 1'-0"



02 EAST ELEVATION
A-104 SCALE: 1/4" = 1'-0"



04 WEST ELEVATION
A-104 SCALE: 1/4" = 1'-0"



General Notes

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YUCCA VALLEY, CA 92284**

COMPANY:
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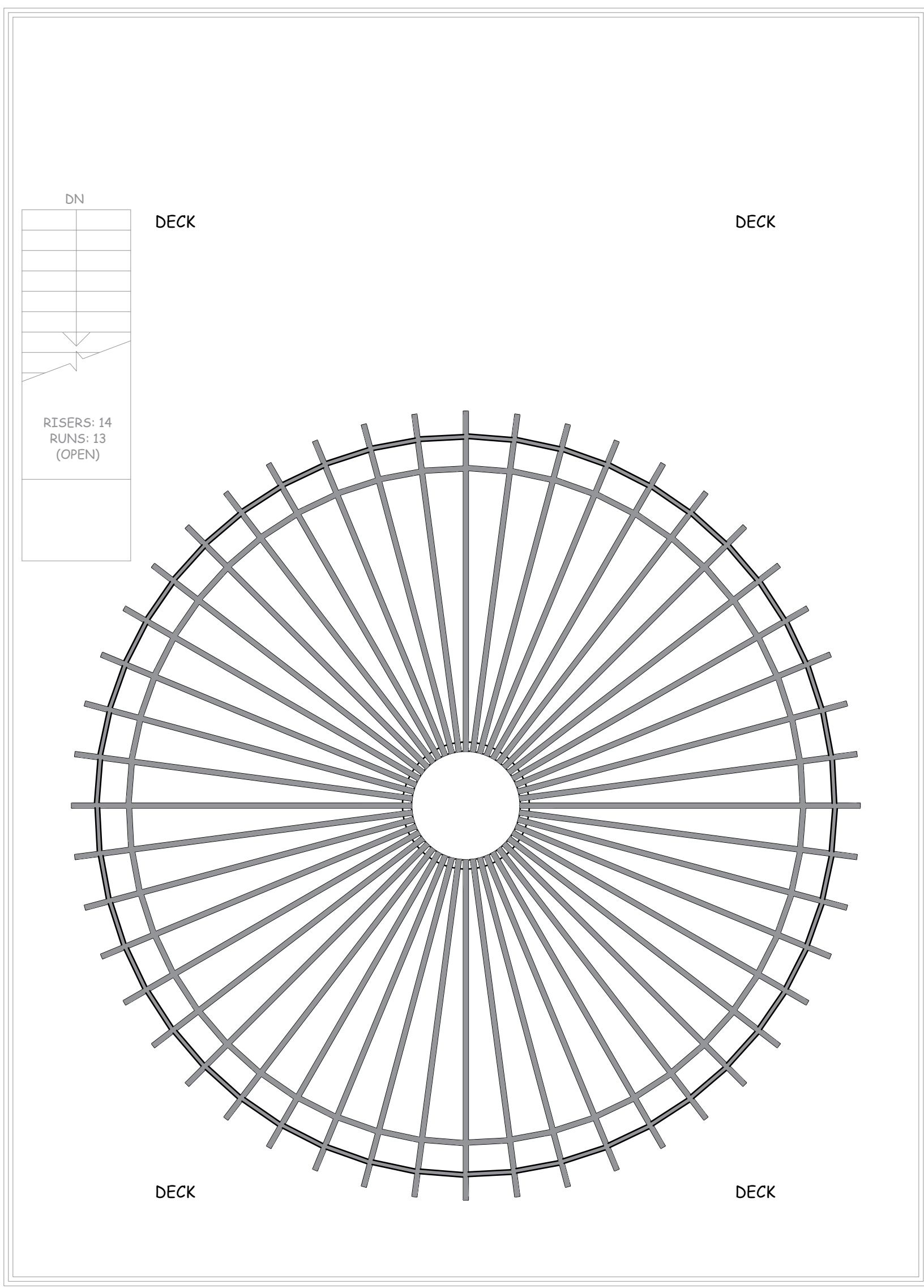
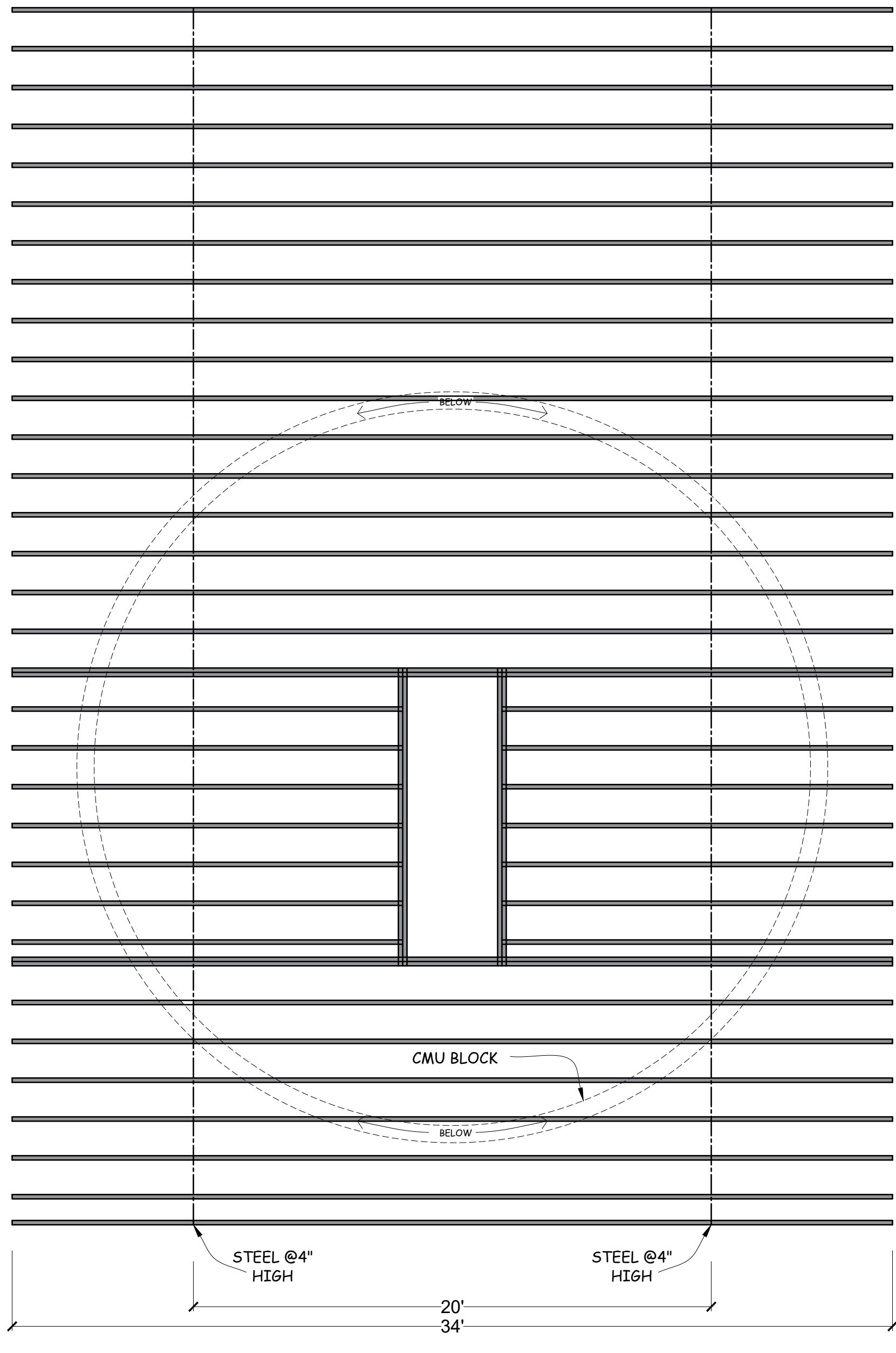
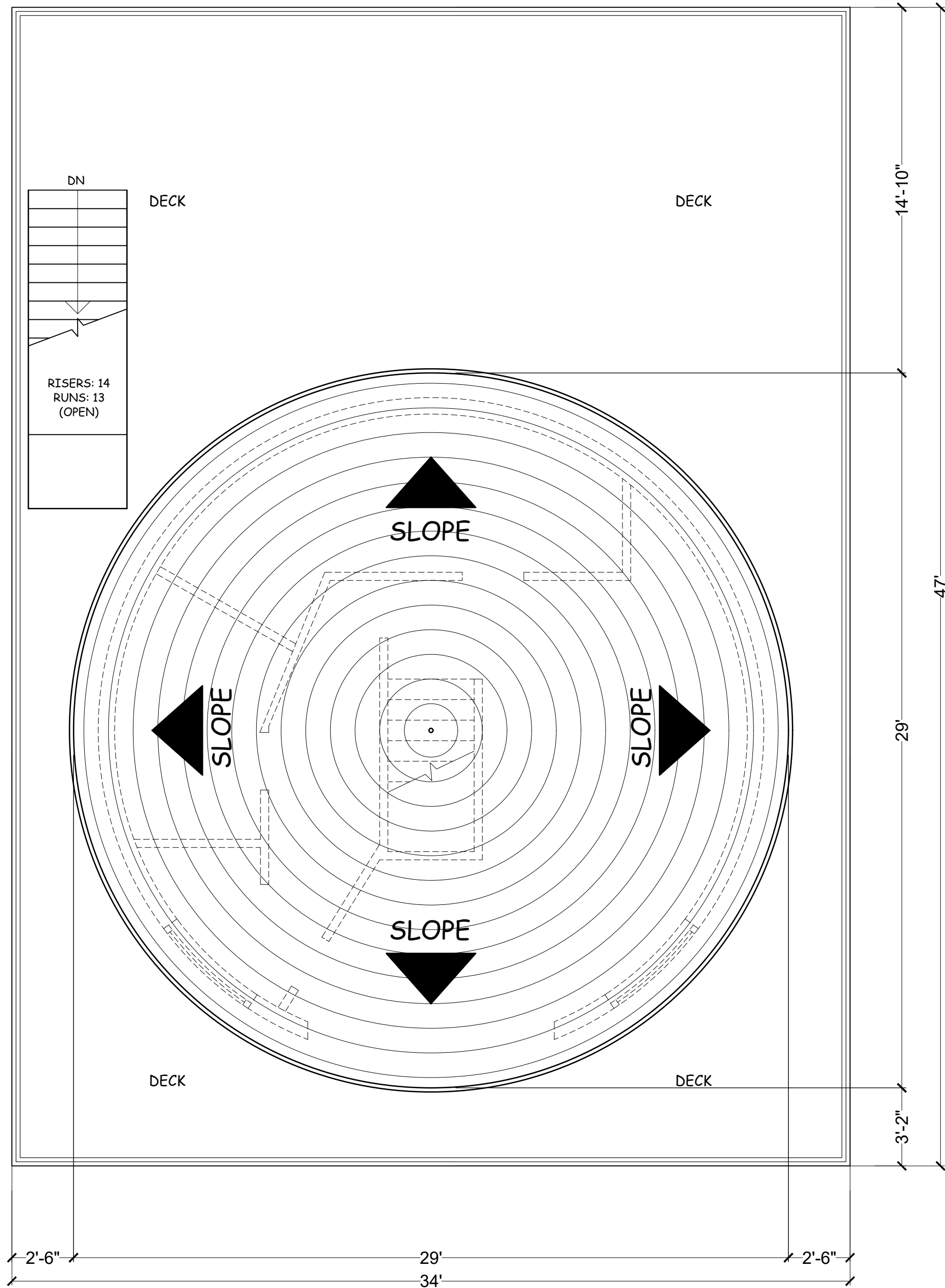
No.	Revision/Issue	Date

DRAWN BY:
IFRAART

DATE:
03/16/2025

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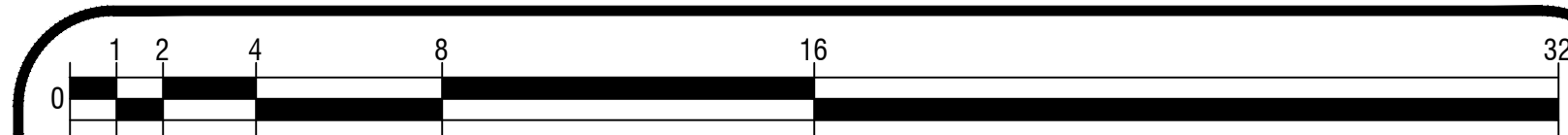
SHEET:
A-104



01 ROOF PLAN

02 MAIN FLOOR FRAMING

03 ROOF FRAMING



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General Notes

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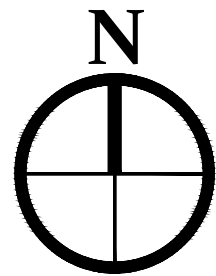
COMPANY:

PLANNED SPACE,
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No.

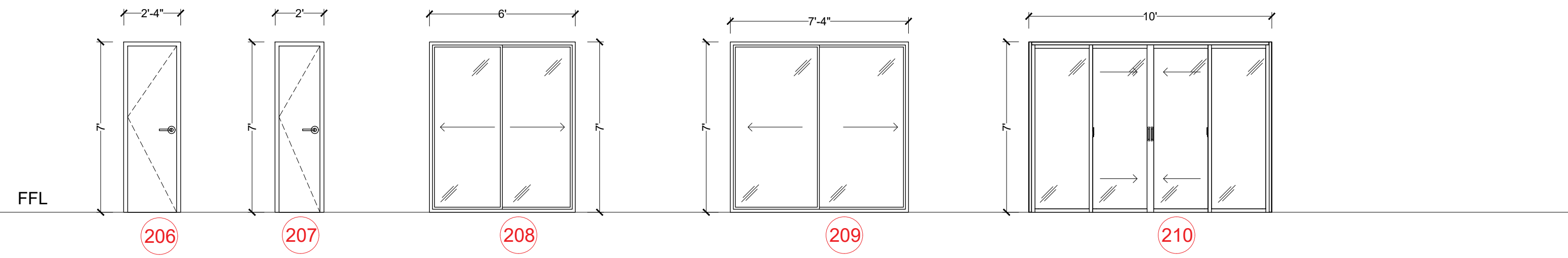
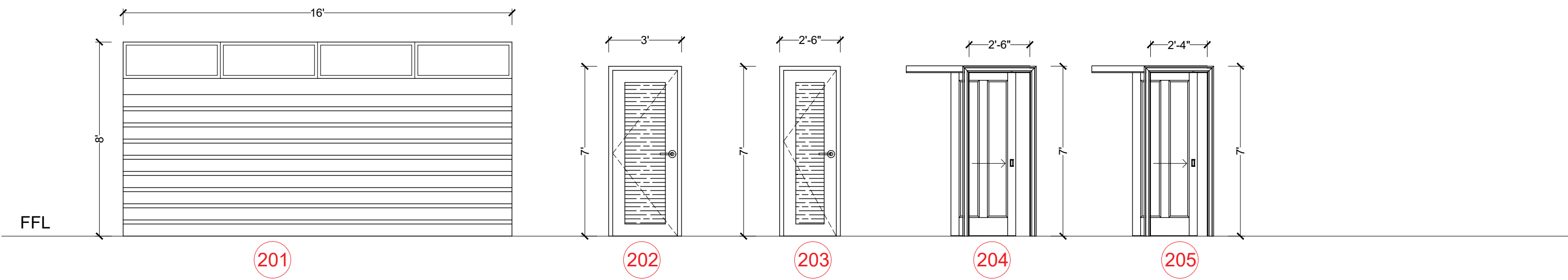
Revision/Issue

Date

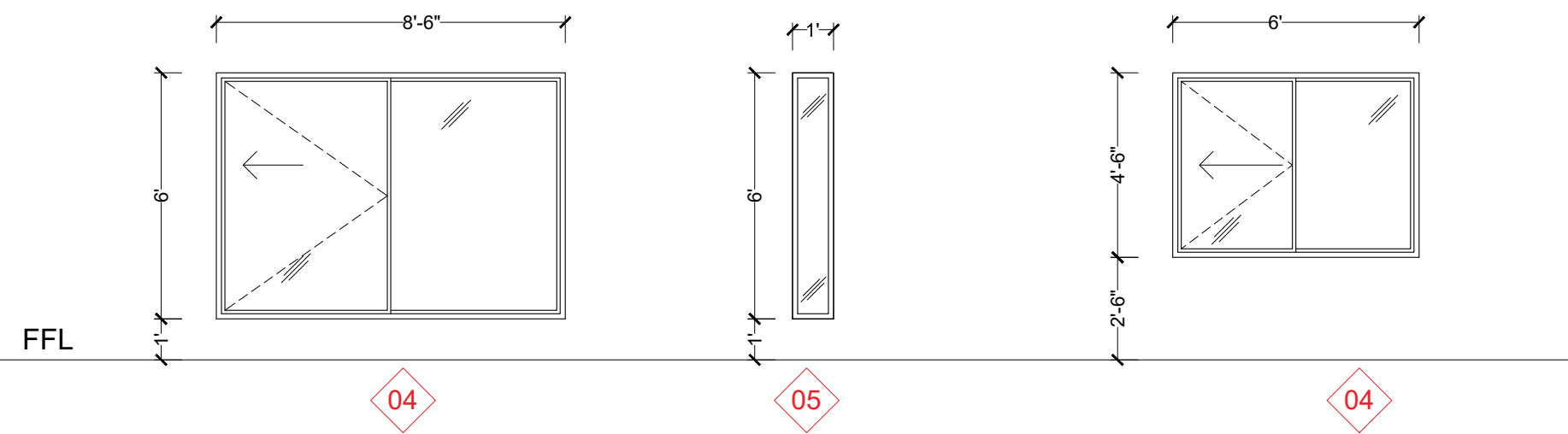
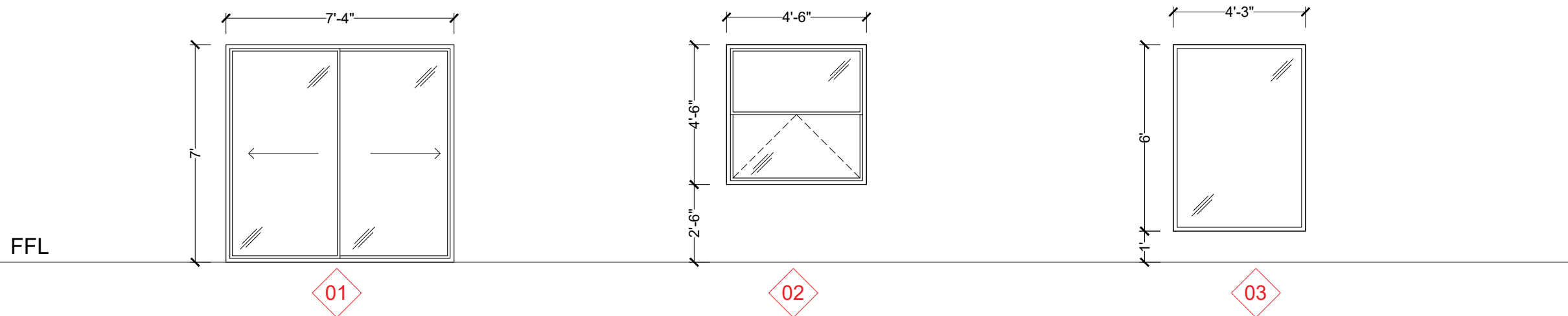


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DATE:
03/16/2025
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1/4"=1'-0"

SHEET:
A-105



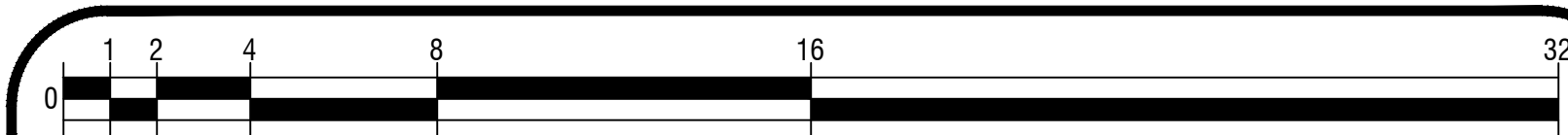
01 DOORS SCHEDULE
A-106 SCALE: 1/4" = 1'-0"



02 WINDOWS SCHEDULE
A-106 SCALE: 1/4" = 1'-0"

DOOR SCHEDULE							
DOOR SCHEDULE							
#	NEW OR EXISTING	QTY.	WIDTH	HEIGHT	NAME	TYPE	REMARK
201	NEW	01	16'-0"	8'-0"	ROLL-UP	GARAGE	SEE PLAN
202	NEW	03	3'-0"	7'-0"	SWING	EXTERIOR	SEE PLAN
203	NEW	03	2'-6"	7'-0"	SWING	INTERIOR	SEE PLAN
204	NEW	01	2'-6"	7'-0"	POCKET	INTERIOR	SEE PLAN
205	NEW	03	2'-4"	7'-0"	POCKET	INTERIOR	SEE PLAN
206	NEW	02	2'-4"	7'-0"	SWING	INTERIOR	SEE PLAN
207	NEW	01	2'-0"	7'-0"	SWING	INTERIOR	SEE PLAN
208	NEW	02	6'-0"	7'-0"	SLIDING	INTERIOR	SEE PLAN
209	NEW	01	7'-4"	10'-0"	SLIDING	EXTERIOR	SEE PLAN
210	NEW	01	10'-0"	7'-0"	SLIDING	EXTERIOR	SEE PLAN

WINDOW SCHEDULE							
WINDOW SCHEDULE							
#	NEW OR EXISTING	QTY.	WIDTH	HEIGHT	TYPE	FRAME	REMARK
01	NEW	01	10'-0"	7'-0"	FIXED & SLIDING	1/2" THK. CLEAR GLASS PRL ALUMINUM AWNING W/FIXED WINDOW	SEE PLAN
02	NEW	04	4'-6"	4'-6"	OVERHUNG	1/2" THK. CLEAR GLASS PRL ALUMINUM AWNING W/FIXED WINDOW	SEE PLAN
03	NEW	02	4'-3"	6'-0"	FIXED	1/2" THK. CLEAR GLASS PRL ALUMINUM AWNING W/FIXED WINDOW	SEE PLAN
04	NEW	01	8'-6"	6'-0"	SLIDING	1/2" THK. CLEAR GLASS PRL ALUMINUM FIXED WINDOW	SEE PLAN
05	NEW	02	1'-0"	6'-0"	FIXED	1/2" THK. CLEAR GLASS PRL ALUMINUM FIXED WINDOW	SEE PLAN
06	NEW	02	6'-0"	4'-6"	SLIDING	1/2" THK. CLEAR GLASS PRL ALUMINUM FIXED WINDOW	SEE PLAN



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General Notes

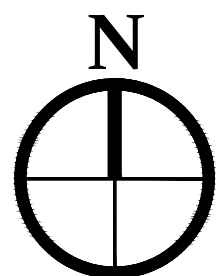
NEW RESIDENCE FOR:

57461 BANDERA RD,
YUCCA VALLEY, CA 92284

COMPANY:

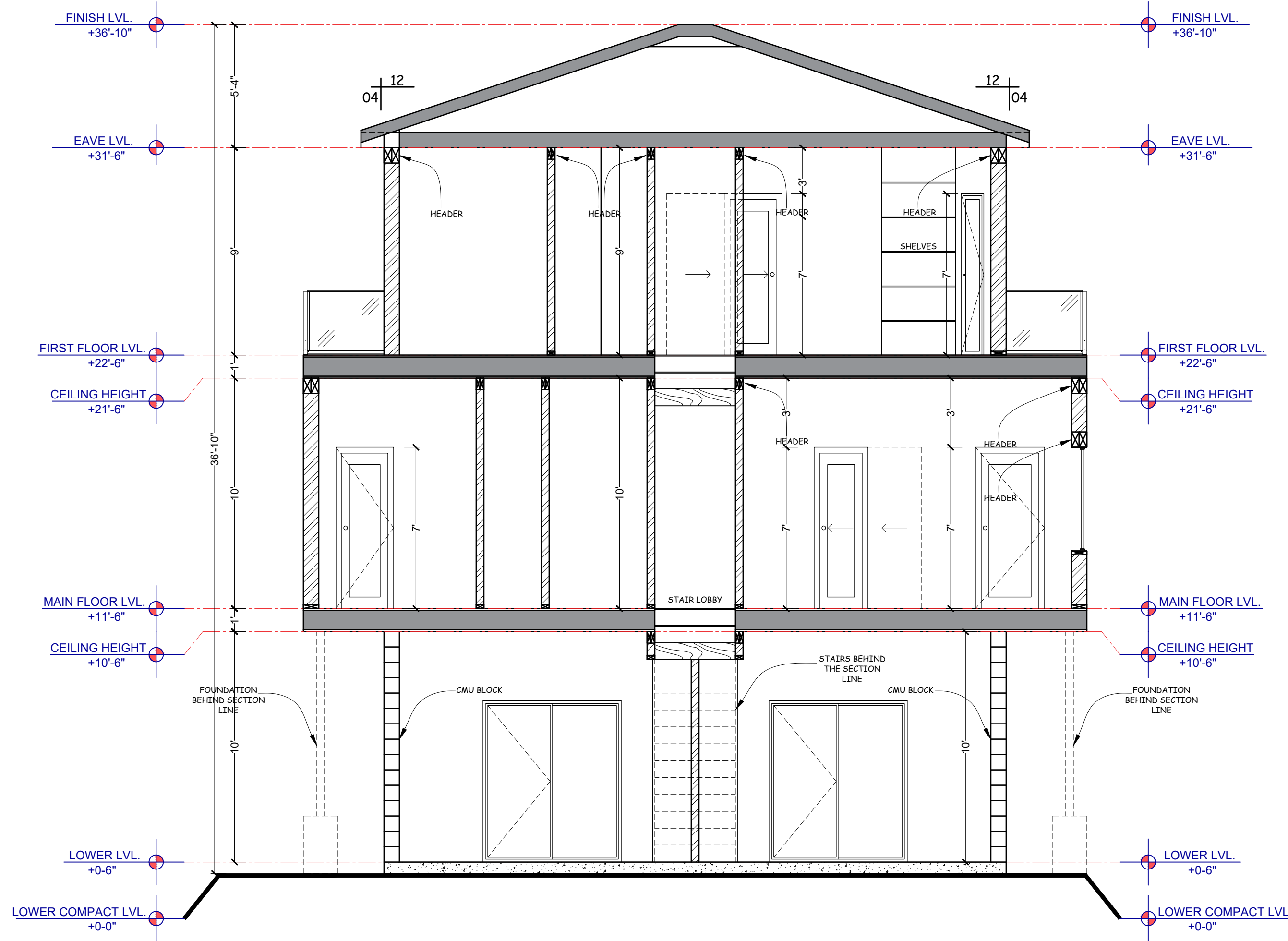
PLANNED SPACE,
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No.	Revision/Issue	Date
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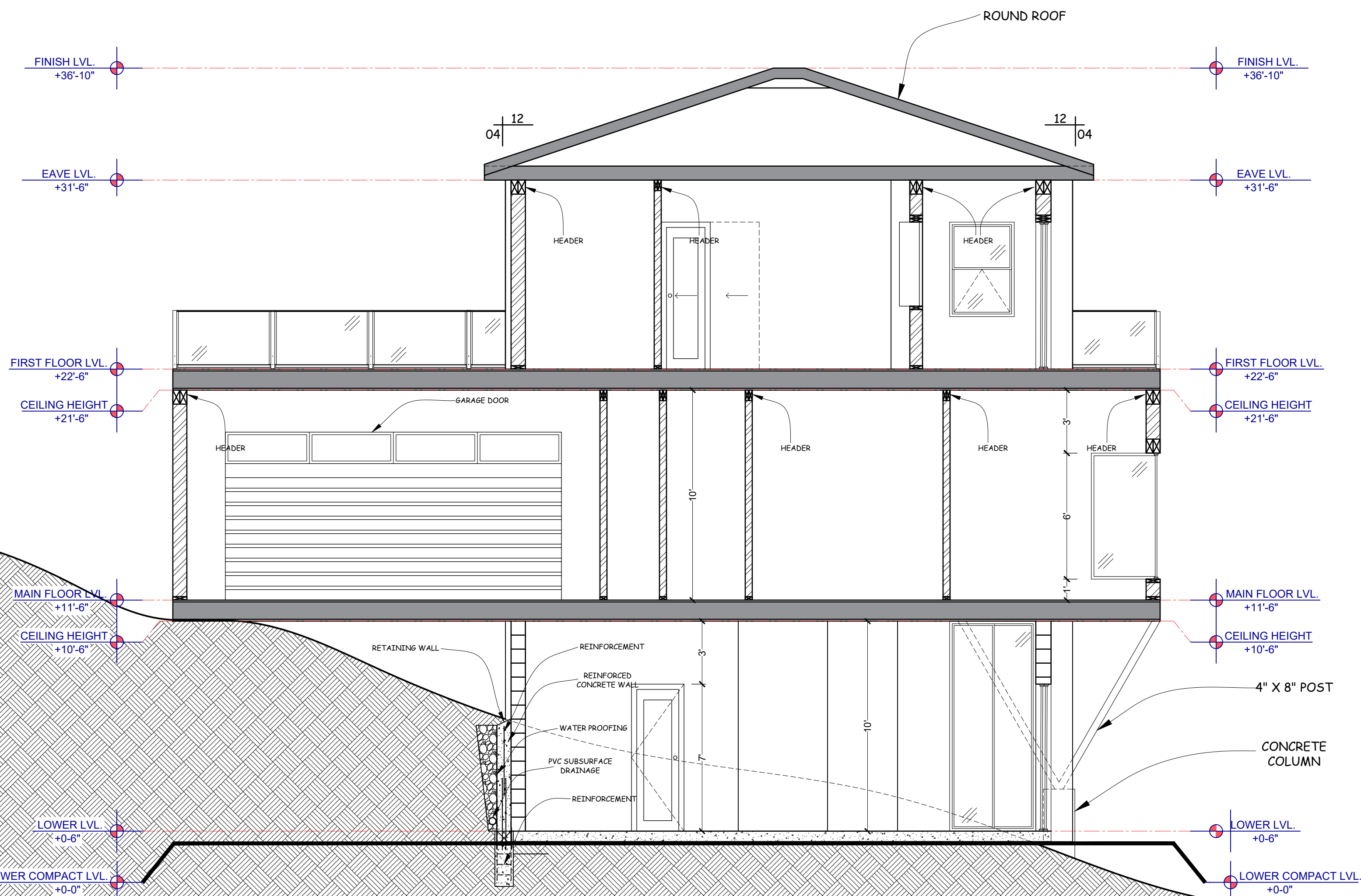


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03/16/2025
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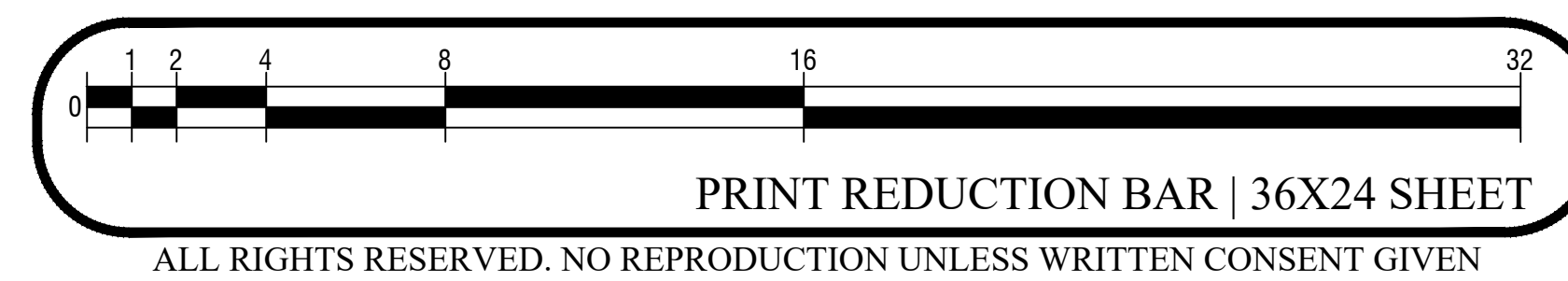
SHEET:
A-106



01 SECTIONAL VIEW "A"
S-101 SCALE: 1/4" = 1'-0"



02 SECTIONAL VIEW "B"
S-101 SCALE: 1/4" = 1'-0"



General Notes

NEW RESIDENCE FOR:
**57461 BANDERA RD,
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COMPANY:
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No.	Revision/Issue	Date

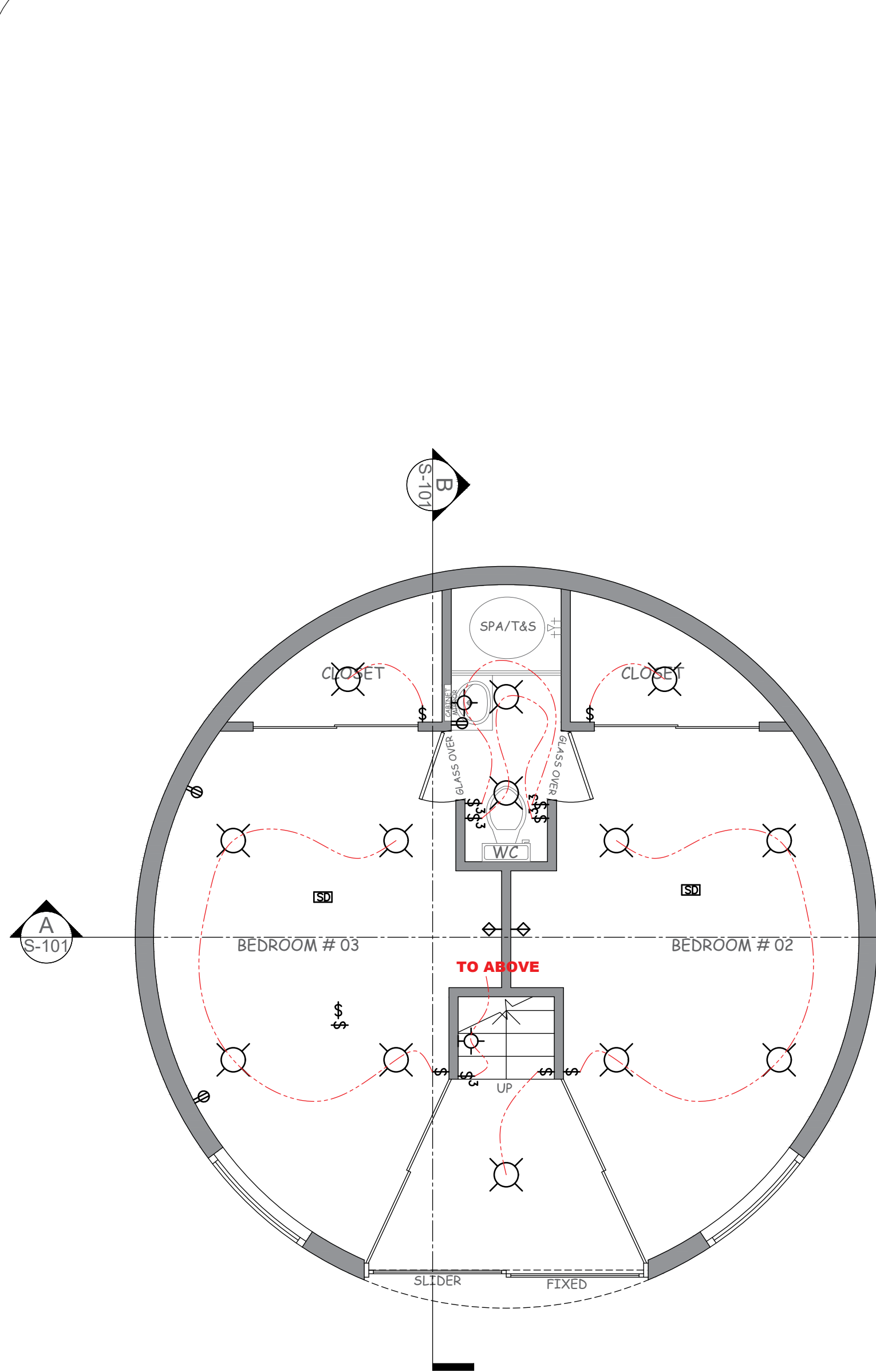
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IFRAART

DATE:
03/16/2025

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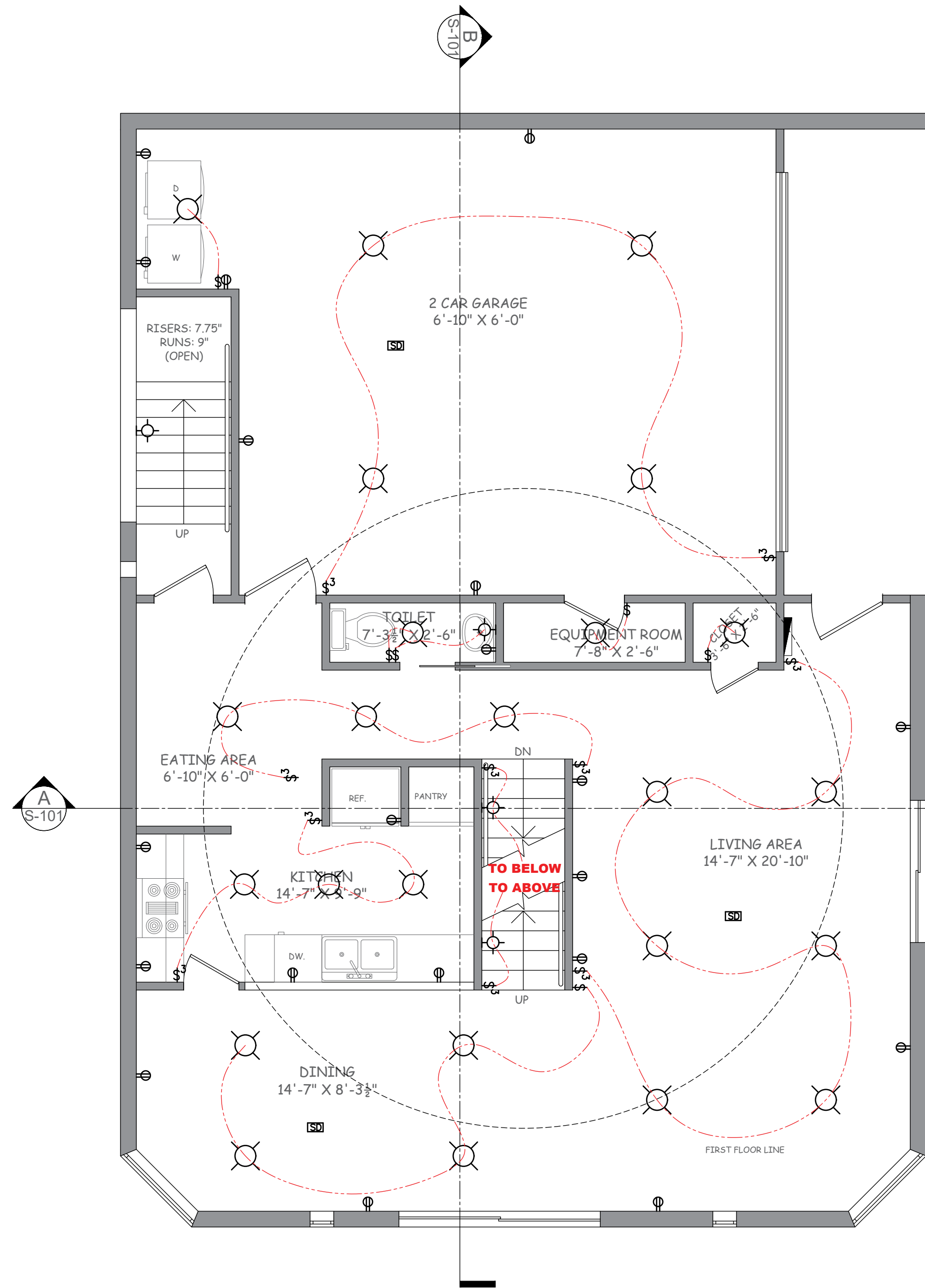
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SHEET:
S-101



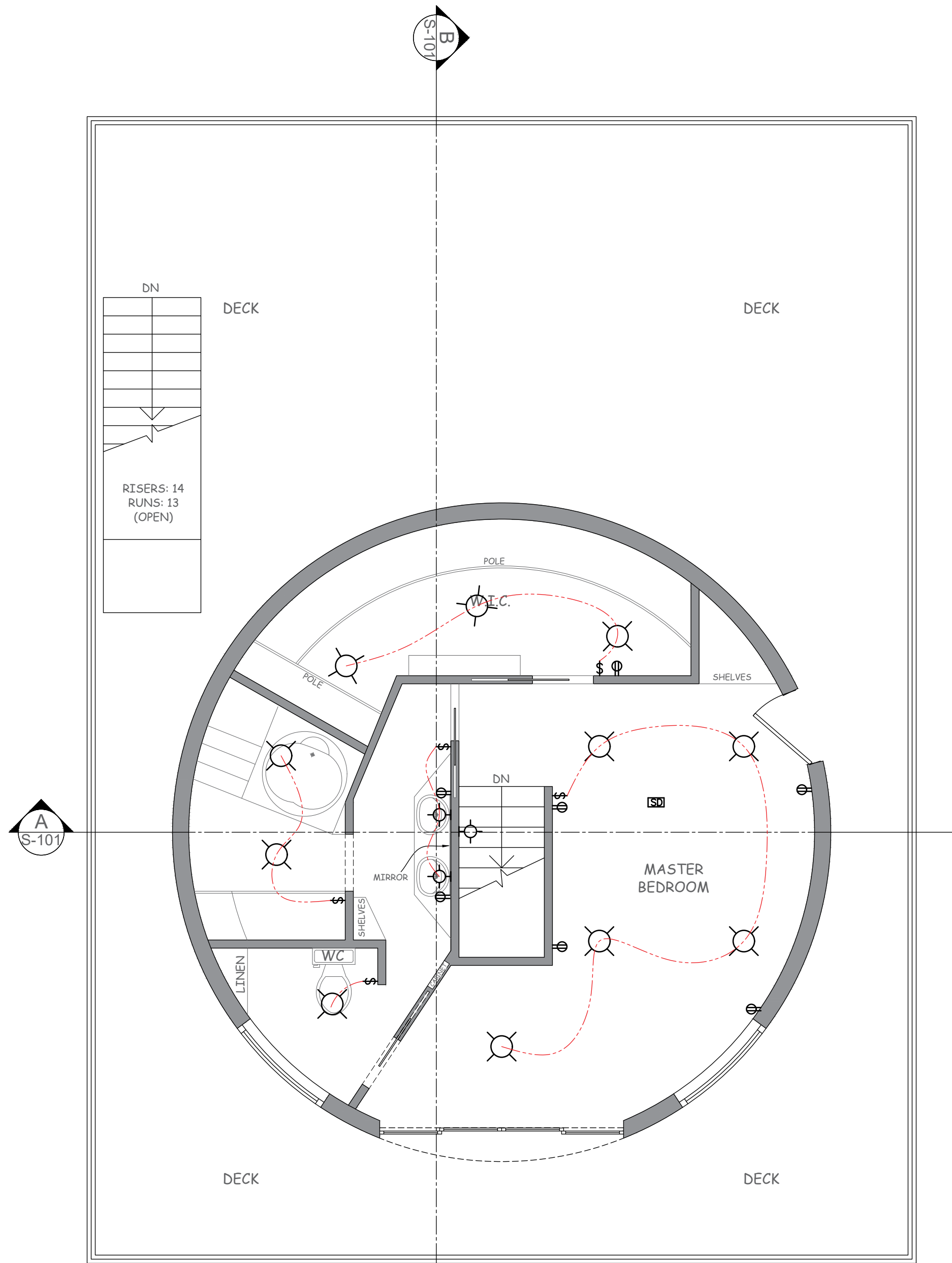
01 LOWER FLOOR

E-101 SCALE: 1/4" = 1'-0"



02 MAIN FLOOR

E-101 SCALE: 1/4" = 1'-0"



03 FIRST FLOOR

E-101 SCALE: 1/4" = 1'-0"

ELECTRICAL RISER GENERAL NOTES:

- ELECTRICAL CONTRACTOR TO VERIFY EXISTING CONDITIONS AND TO REPORT TO GENERAL CONTRACTOR, OWNER AND ENGINEER ANY DISCREPANCY FROM THAT SHOWN ON DRAWINGS.
- COORDINATE ALL NEW ELECTRICAL WORK WITH CONTRACTORS OF ALL TRADES AND OWNER.
- PANELS ARE REQUIRED TO HAVE AN PANELBOARD NAMEPLATE PER NEC 408.4(B) SEE TYPICAL PANELBOARD NAMEPLATE DETAILS, ELECTRICAL DETAILS SHEET FOR MORE INFORMATION.
- FOR SPECIFIC EQUIPMENT LOCATION, REFER TO CIVIL DRAWINGS.
- ALL ELECTRICAL RUNS SHALL BE NO LESS THAT AWG #12 COPPER CONDUCTORS, UNLESS OTHERWISE NOTED.
- AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL ELECTRICAL RACEWAYS AND SHALL BE SIZED IN ACCORDANCE WITH ARTICLE 250-122 OF THE 2011 NATIONAL ELECTRICAL CODE.
- ALL PANELS SHALL HAVE AN AIC AND SCCR OF 22,000 AMPS MINIMUM.

GENERAL NOTES:

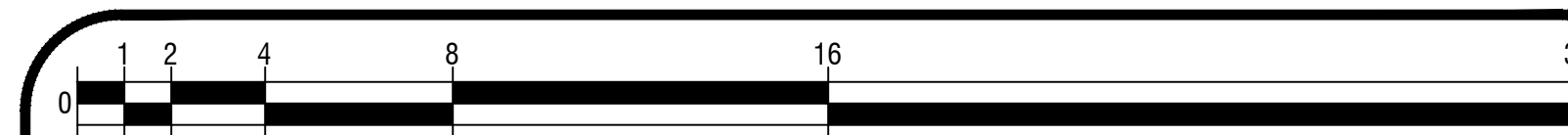
- CIRCUIT BREAKERS FOR BEDROOM AND LIVING ROOM RECEPTACLES TO BE AFCI TYPE (TYPICAL).
- ARC-FAULT CIRCUIT-INTERRUPTER (AFCI) PROTECTION SHALL BE INSTALLED IN A READILY ACCESSIBLE LOCATION, FOLLOWING NEC 2014 ART. 210.12.
- ALL 120-VOLT, SINGLE-PHASE, 15- AND 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS OR DEVICES INSTALLED IN DWELLING UNIT KITCHENS AND LAUNDRY FOR AREAS, THAT WERE NOT PREVIOUSLY PROTECTED USING GFCI RECEPTACLES, SHALL BE PROTECTED BY AFCI PROTECTION, FOLLOWING NEC 2014 ART. 210.12.
- GFCI PROTECTION SHALL BE PROVIDED FOR OUTLETS THAT SUPPLY DISHWASHERS INSTALLED IN DWELLING UNITS LOCATIONS, FOLLOWING NEC 2014 ART. 210.8(D).
- ALL FEEDERS SIZING (BRANCH AND SERVICE ENTRANCE CONDUCTORS) BASED IN AMPACITY OF COPPER THHW CONDUCTORS (NEC 2014 TABLE 310.15(B)(16)) UNLESS OTHERWISE NOTED.
- THE PRIMARY POWER SOURCE FOR SMOKE ALARMS IN DWELLING UNITS SHALL BE REQUIRED TO BE AFCI-PROTECTED FOLLOWING NFPA 72 AND NEC 2014 ART. 210.12.

ELECTRICAL SCHEDULE

	DUPLEX CONVENIENCE OUTLET		FLOOD LIGHT
	DUPLEX OUTLET @ 42" ABOVE FINISH FLOOR (VERIFY IN FIELD)		SCONCE LIGHT VERIFY HEIGHT IN FIELD
	DUPLEX OUTLET - SWITCHED		SMOKE & CO COMBO DETECTOR
	DUPLEX OUTLET W/ GROUND FAULT INTERRUPTER 20 amp		CATV OUTLET
	DUPLEX OUTLET W/ GROUND FAULT INTERRUPTER 30 amp		ELECTRICAL PANEL 200 AMPS
	DUPLEX OUTLET - WEATHER PROOF		DISCONNECT SWITCH
	QUADPLEX OUTLET		JUNCTION BOX
	220 VOLT OUTLET		MAIN ELECTRICAL METER
	FLOOR OUTLET		CEILING FAN
	SWITCH		EXHAUST FAN
	DIMMER SWITCH		EXHAUST FAN - LITE COMBO
	3 - WAY SWITCH		CIRCUIT BREAKER BOX
	3 - WAY DIMMER SWITCH		WALL MOUNTED LIGHT FIXTURE
	FOUR WAY SWITCH		
	CEILING MOUNTED LIGHT FIXTURE		
	PENDANT LIGHT		

NOTE:

- DUPLEX 3 PRONG OUTLETS @ 12" ABOVE F.F., UNLESS NOTED OTHERWISE.
- DUPLEX 3 PRONG OUTLETS SEPARATED BY NO MORE THAN 12' ALONG BASE OF BEDROOM WALLS.



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General Notes

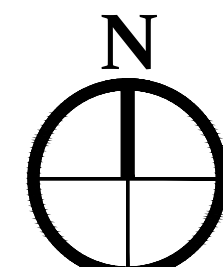
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57461 BANDERA RD,
YUCCA VALLEY, CA 92284

COMPANY:

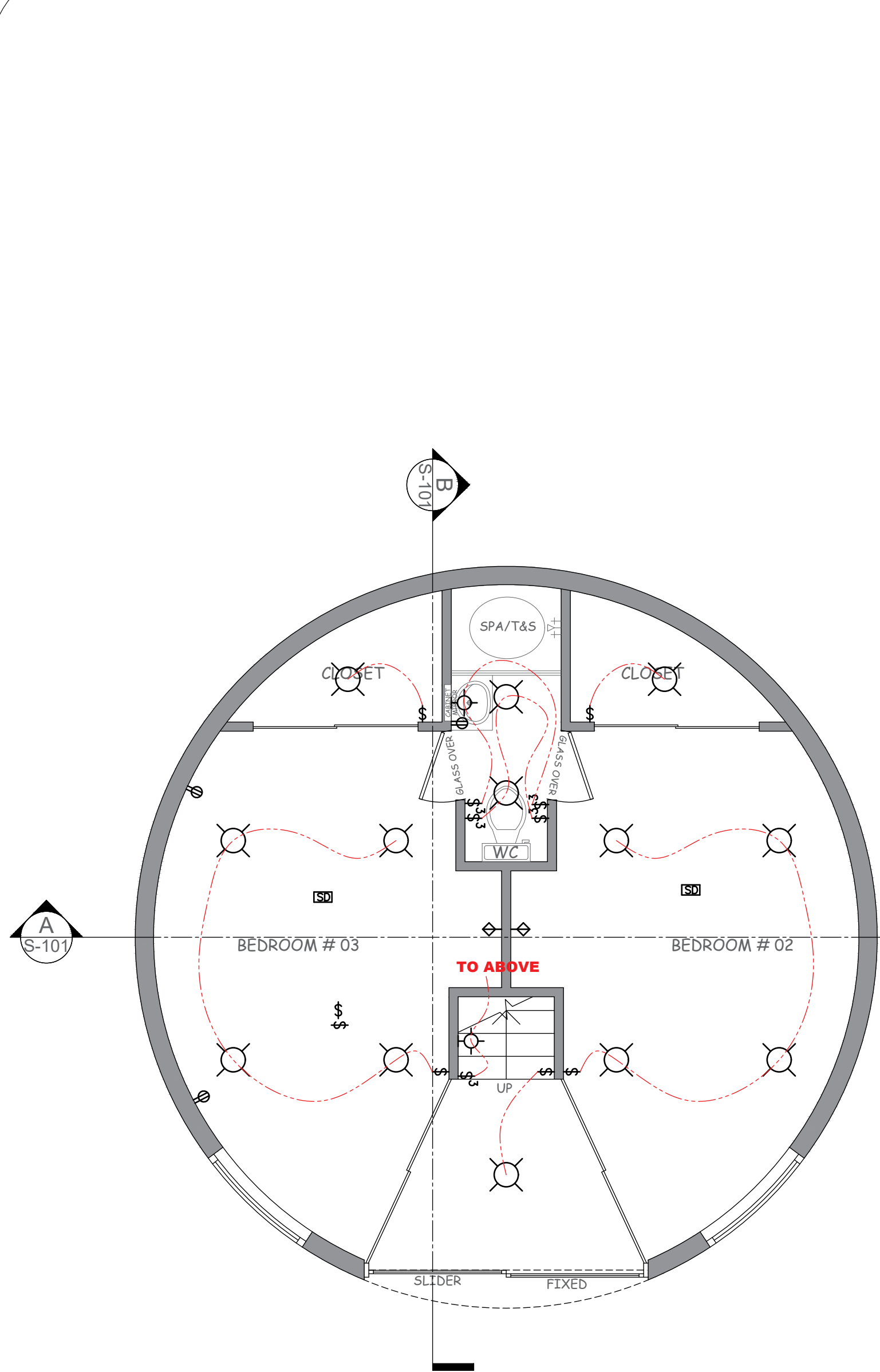
PLANNED SPACE,
LTD.

No. Revision/Issue Date



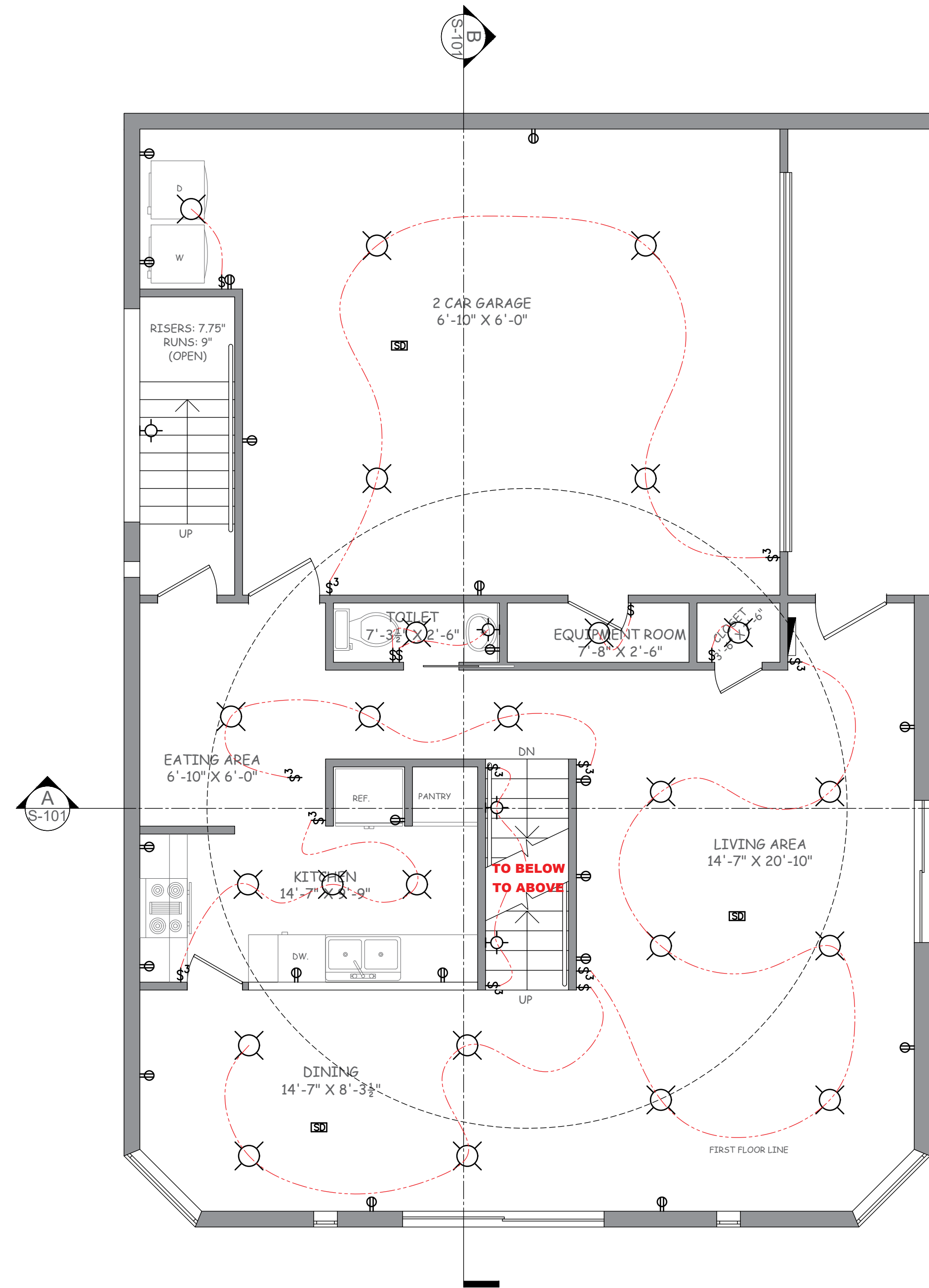
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DATE:
03/16/2025
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1/4"=1'-0"

SHEET:
E-101



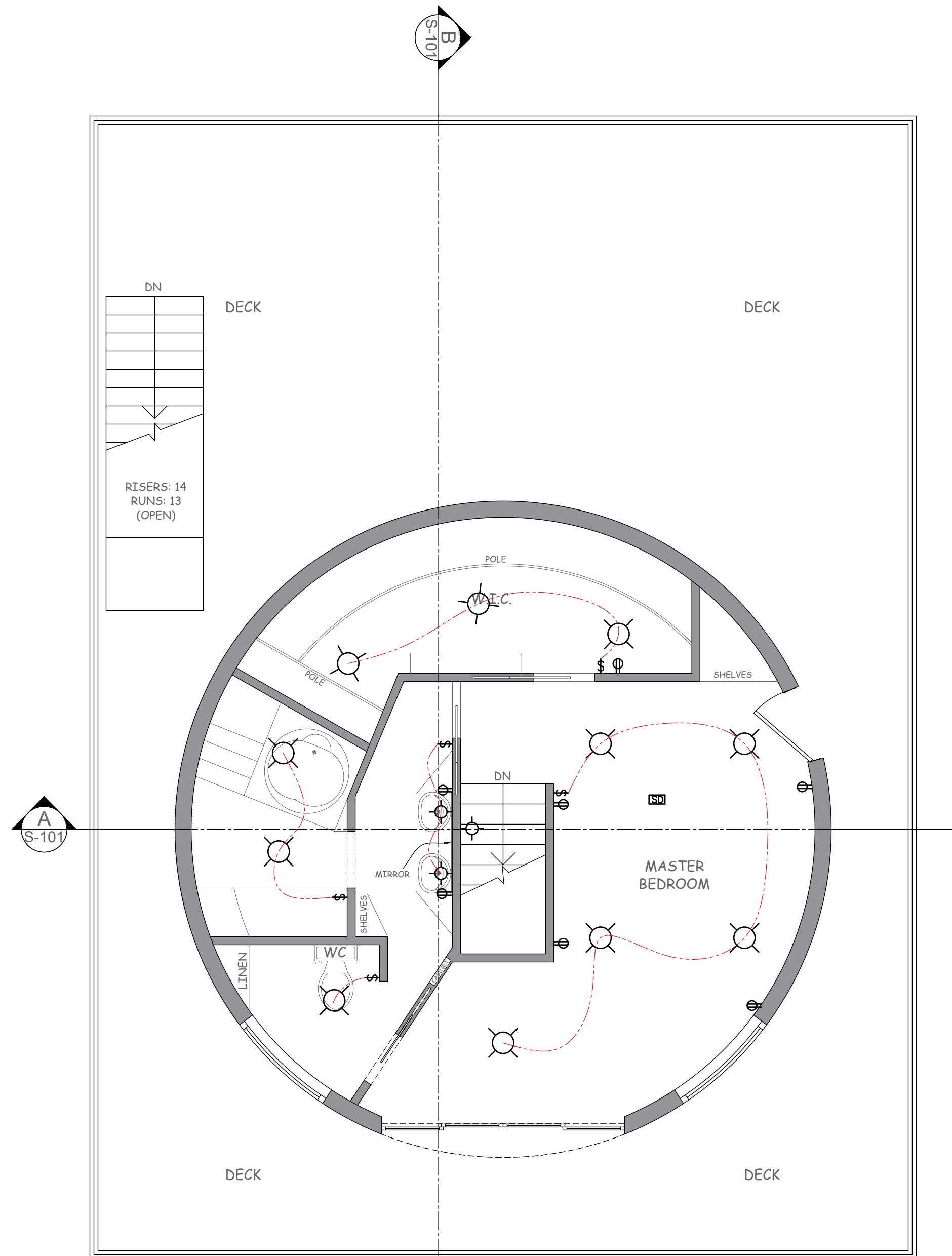
01 LOWER FLOOR

E-101 SCALE: 1/4" = 1'-0"



02 MAIN FLOOR

E-101 SCALE: 1/4" = 1'-0"



03 FIRST FLOOR

E-101 SCALE: 1/4" = 1'-0"

ELECTRICAL RISER GENERAL NOTES:

- ELECTRICAL CONTRACTOR TO VERIFY EXISTING CONDITIONS AND TO REPORT TO GENERAL CONTRACTOR, OWNER AND ENGINEER ANY DISCREPANCY FROM THAT SHOWN ON DRAWINGS.
- COORDINATE ALL NEW ELECTRICAL WORK WITH CONTRACTORS OF ALL TRADES AND OWNER.
- PANELS ARE REQUIRED TO HAVE AN PANELBOARD NAMEPLATE PER NEC 408.4(B) SEE TYPICAL PANELBOARD NAMEPLATE DETAILS, ELECTRICAL DETAILS SHEET FOR MORE INFORMATION.
- FOR SPECIFIC EQUIPMENT LOCATION, REFER TO CIVIL DRAWINGS.
- ALL ELECTRICAL RUNS SHALL BE NO LESS THAT AWG #12 COPPER CONDUCTORS, UNLESS OTHERWISE NOTED.
- AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL ELECTRICAL RACEWAYS AND SHALL BE SIZED IN ACCORDANCE WITH ARTICLE 250-122 OF THE 2011 NATIONAL ELECTRICAL CODE.
- ALL PANELS SHALL HAVE AN AIC AND SCCR OF 22,000 AMPS MINIMUM.

GENERAL NOTES:

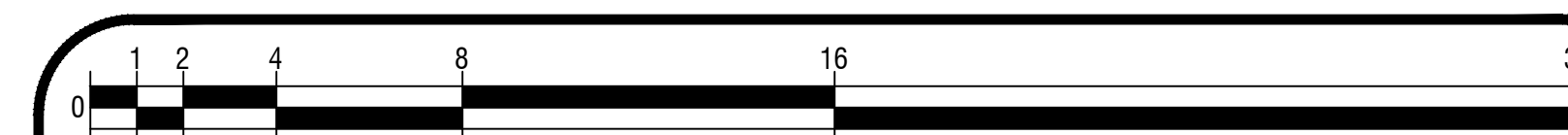
- CIRCUIT BREAKERS FOR BEDROOM AND LIVING ROOM RECEPTACLES TO BE AFCI TYPE (TYPICAL).
- ARC-FAULT CIRCUIT-INTERRUPTER (AFCI) PROTECTION SHALL BE INSTALLED IN A READILY ACCESSIBLE LOCATION, FOLLOWING NEC 2014 ART. 210.12.
- ALL 120-VOLT, SINGLE-PHASE, 15- AND 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS OR DEVICES INSTALLED IN DWELLING UNIT KITCHENS AND LAUNDRY FOR AREAS, THAT WERE NOT PREVIOUSLY PROTECTED USING GFCI RECEPTACLES, SHALL BE PROTECTED BY AFCI PROTECTION, FOLLOWING NEC 2014 ART. 210.12.
- GFCI PROTECTION SHALL BE PROVIDED FOR OUTLETS THAT SUPPLY DISHWASHERS INSTALLED IN DWELLING UNITS LOCATIONS, FOLLOWING NEC 2014 ART. 210.8(D).
- ALL FEEDERS SIZING (BRANCH AND SERVICE ENTRANCE CONDUCTORS) BASED IN AMPACITY OF COPPER THHW CONDUCTORS (NEC 2014 TABLE 310.15(B)(16)) UNLESS OTHERWISE NOTED.
- THE PRIMARY POWER SOURCE FOR SMOKE ALARMS IN DWELLING UNITS SHALL BE REQUIRED TO BE AFCI-PROTECTED FOLLOWING NFPA 72 AND NEC 2014 ART. 210.12.

ELECTRICAL SCHEDULE

	DUPLEX CONVENIENCE OUTLET		FLOOD LIGHT
	DUPLEX OUTLET @ 42" ABOVE FINISH FLOOR (VERIFY IN FIELD)		SCONCE LIGHT VERIFY HEIGHT IN FIELD
	DUPLEX OUTLET - SWITCHED		SMOKE & CO COMBO DETECTOR
	DUPLEX OUTLET W/ GROUND FAULT INTERRUPTER 20 amp		CATV OUTLET
	DUPLEX OUTLET W/ GROUND FAULT INTERRUPTER 30 amp		ELECTRICAL PANEL 200 AMPS
	DUPLEX OUTLET - WEATHER PROOF		DISCONNECT SWITCH
	QUADPLEX OUTLET		JUNCTION BOX
	220 VOLT OUTLET		MAIN ELECTRICAL METER
	FLOOR OUTLET		CEILING FAN
	SWITCH		EXHAUST FAN
	DIMMER SWITCH		EXHAUST FAN - LITE COMBO
	3 - WAY SWITCH		CIRCUIT BREAKER BOX
	3 - WAY DIMMER SWITCH		WALL MOUNTED LIGHT FIXTURE
	FOUR WAY SWITCH		
	CEILING MOUNTED LIGHT FIXTURE		
	PENDANT LIGHT		

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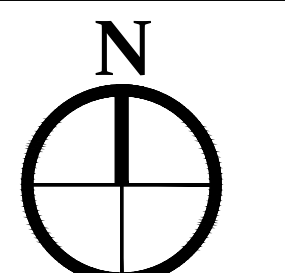
NEW RESIDENCE FOR:

57461 BANDERA RD,
YUCCA VALLEY, CA 92284

COMPANY:

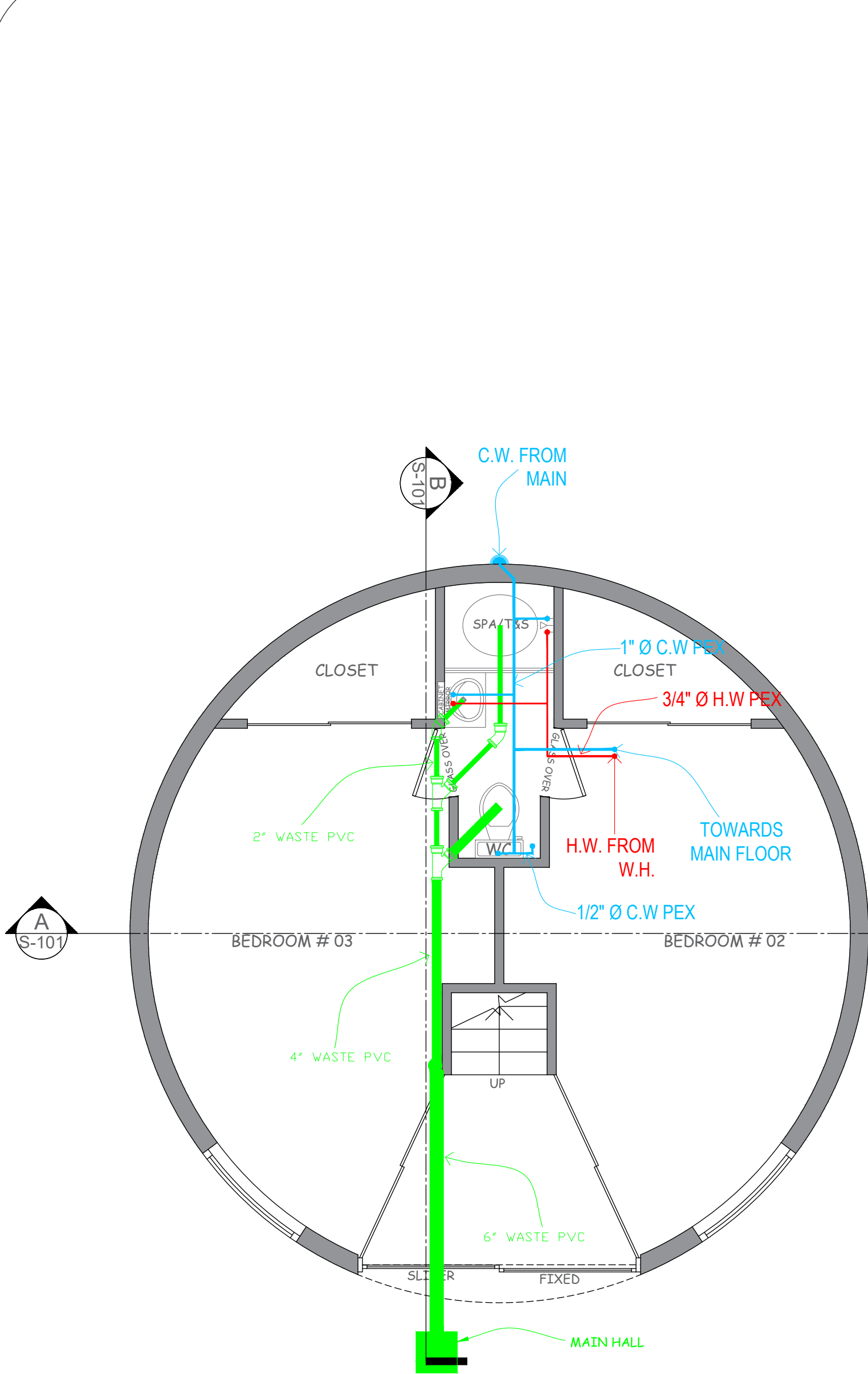
PLANNED SPACE,
LTD.

No. Revision/Issue Date



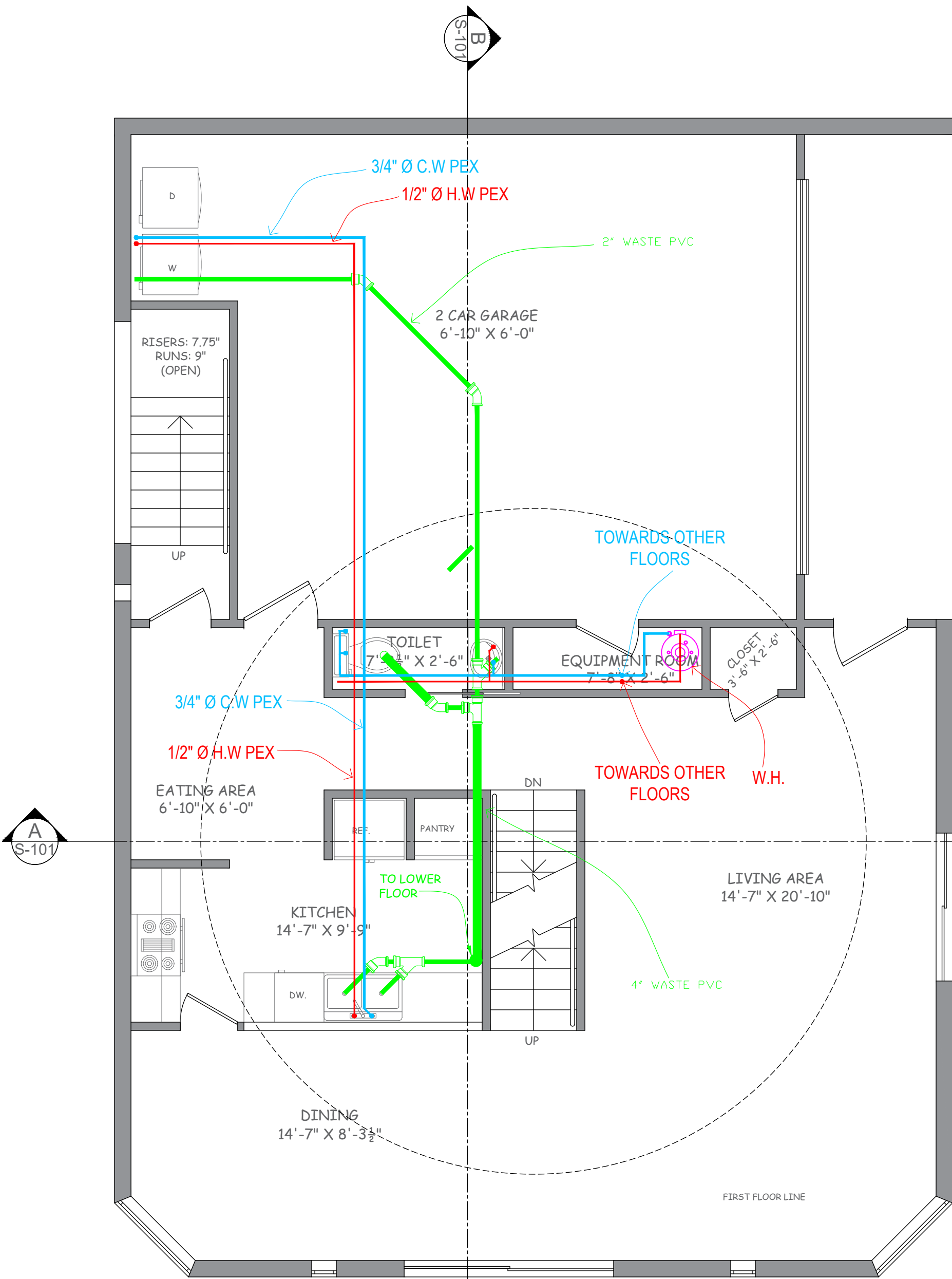
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DATE:
03/16/2025
SCALE: @ 36X24
1/4"=1'-0"

SHEET:
E-101



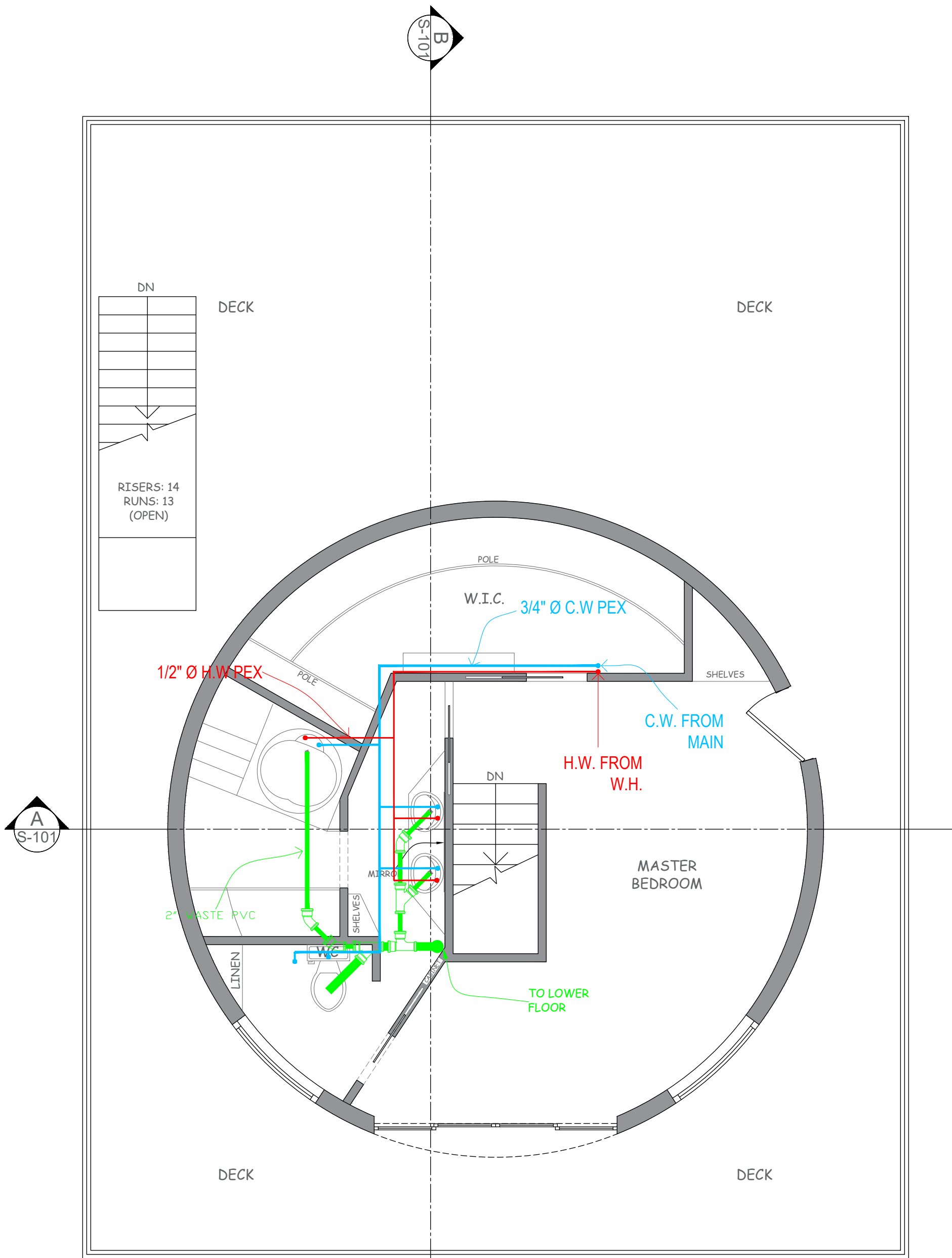
01 LOWER FLOOR

P-101 SCALE: 1/4" = 1'-0"



02 MAIN FLOOR

P-101 SCALE: 1/4" = 1'-0"



03 FIRST FLOOR

P-101 SCALE: 1/4" = 1'-0"

SANITARY WASTE & VENT PIPING NOTES:

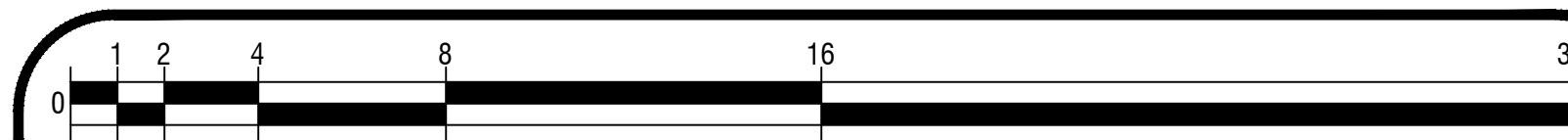
- SANITARY WASTE AND VENT PIPING SHALL BE SCHEDULE 40 PVC (ASTM-2665) WITH APPROVED PVC SOLVENT WELDED FITTINGS. PVC PIPING SHALL NOT BE RUN IN RETURN AIR PLENUMS OR FIRE RATED ASSEMBLIES. ANY PIPING LOCATED WITHIN PLENUM SPACES OR FIRE RATED WALLS SHALL BE SERVICE WEIGHT CAST IRON, NO HUB, WITH STAINLESS STEEL CLAMPS AND SHIELDS WITH NEOPRENE SEALING SLEEVES.
- ALL SANITARY WASTE PIPING UP TO 2" IN SIZE SHALL BE SLOPED AT 1/4" PER FOOT SLOPE. ALL LARGER SANITARY WASTE PIPING SHALL BE SLOPED AT 1/8" PER FOOT SLOPE.
- ALL VENTS THROUGH THE ROOF SHALL BE A MINIMUM OF 10'-0", OR AS 3 REQUIRED BY CODE, AWAY FROM ANY OPENINGS INTO THE BUILDING AND FRESH AIR INTAKES.
- ALL VENTS THROUGH THE ROOF SHALL BE PROVIDED WITH FOUR LB SHEET LEAD FLASHING EXTENDING UPWARD AROUND THE PIPE AND TURNED DOWN INSIDE THE PIPE.
- ALL EXPOSED WASTE DRAINS OR PIPING SHALL BE CHROME PLATED WITH MATCHING ESCUTCHEONS.
- CLEANOUTS SHALL BE PROVIDED AT THE BASE OF EACH SANITARY WASTE OR SOIL STACK AT A MINIMUM OF 18" AFF, PER THE LATEST EDITION OF THE PLUMBING CODE.
- TEST SANITARY WASTE AND VENT PIPING BY MEANS OF A 10' WATER COLUMN FOR 15 MINUTES OR AS REQUIRED BY THE LOCAL AUTHORITY.

PLUMBING GENERAL NOTES:

- PLUMBING CONTRACTOR SHALL VERIFY THESE DRAWINGS WITH EXISTING OLD CONDITIONS AND SHALL COORDINATE WITH CIVIL ENGINEER LOCATIONS AND ELEVATIONS OF PLUMBING SERVICE LINES BEFORE PROCEEDING WITH CONSTRUCTION. THE WATER, SANITARY SEWER, STORM & GAS SERVICE LINES SHOWN ON THE DRAWINGS ARE FOR REFERENCE & BUILDING PERMIT ONLY. REFER TO CIVIL ENGINEERS DRAWINGS FOR DRAINAGE & WATER SERVICE LINES LA-OUT & DETAILS.
- PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL COMPLETE SANITARY AND DOMESTIC WATER PIPING SYSTEMS, INCLUDING ALL ASSOCIATED DEVICES, EQUIPMENT, CONTROLS, CONNECTIONS TO BUILDING SERVICE LINES, SUPPORTS, AND HARDWARE REQUIRED FOR THE SATISFACTORY OPERATION OF THE SYSTEMS.
- PLUMBING CONTRACTOR SHALL PROVIDE ROUTING AND OFFSETS NECESSARY TO AVOID CONFLICT WITH STRUCTURE, FINISHES AND WORK OF OTHER TRADES AS REQUIRED.
- PIPING SYSTEMS SHOWN ARE DIAGRAMMATIC AND ARE NOT INTENDED TO INDICATE EXACT INSTALLED LOCATIONS OR CONFIGURATIONS.
- COORDINATE EXACT LOCATION, SIZE AND ELEVATIONS OF ANY REQUIRED PIPE SLEEVES IN NEW STRUCTURE WITH STRUCTURAL ENGINEER.
- INSTALL ALL PIPING TO ALLOW FOR FUTURE EXPANSION.
- BAND IRON, TIE WIRE, METAL STRAPPING OR WIRE STRAPPING SHALL NOT BE PERMITTED TO SUPPORT PIPING OR EQUIPMENT.
- ALL HOT WATER COPPER PIPING TO BE INSULATED WITH 1" PIPE INSULATION.
- ALL OPENINGS THROUGH FIRE RATED WALLS OR FLOORS SHALL BE SEALED AS PER U.L. LISTED PENETRATION AND SHALL MAINTAIN THE FIRE RATED INTEGRITY OF THE WALL OR FLOOR. THE CONTRACTOR SHALL VERIFY FIRE RATINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO INSTALLATION.
- PROVIDE ACCESS PANELS AT ALL PLACES WHERE EQUIPMENT AND DEVICES REQUIRING SERVICE ARE CONCEALED BEHIND INACCESSIBLE CEILINGS AND WALLS. SUCH DEVICES INCLUDE, BUT ARE NOT LIMITED TO, CLEANOUTS, WATER HAMMER ARRESTORS AND VALVES. COORDINATE EXACT LOCATION WITH ARCHITECT PRIOR TO ROUGH-IN.
- CONSTRUCTION AND THICKNESS OF WALLS AND PARTITIONS FOR PLUMBING PIPING OR EQUIPMENT SHALL BE AS REQUIRED BY PLUMBING EQUIPMENT MANUFACTURER'S INSTALLATION REQUIREMENTS AND INSTRUCTIONS.
- ALL PIPING AND FITTINGS EXPOSED TO VIEW SHALL HAVE A POLISHED CHROME FINISH UNLESS OTHERWISE NOTED.
- ALL PLUMBING WORK SHALL COMPLY WITH CALIFORNIA BUILDING CODES - BUILDING, PLUMBING, MECHANICAL, AND FUEL GAS CODE, LATEST EDITION WITH LATEST AMENDMENTS (INCLUDING LOCAL) AND ALL OTHER CODES RECENTLY ADAPTED BY STATE FIRE MARSHALL'S RULE.

PLUMBING SYMBOLS

SYMBOL	DESCRIPTION
	Floor Drain
	Water Heater
	Hot Water
	Cold Water
	Drain, Soil or Waste



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General Notes

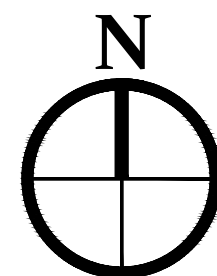
NEW RESIDENCE FOR:

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COMPANY:

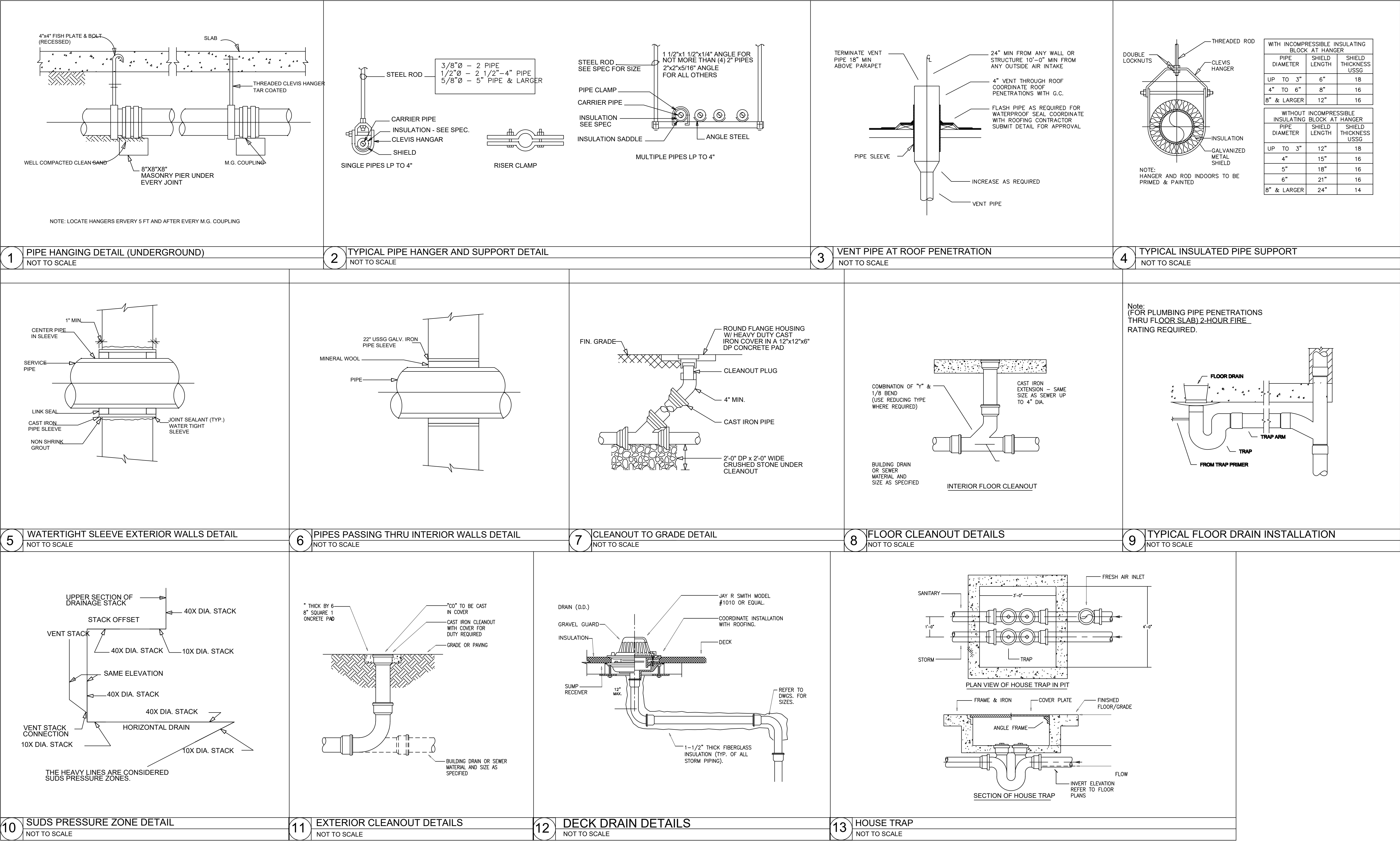
PLANNED SPACE,
LTD.

No.	Revision/Issue	Date



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IFRAART
DATE:
03/16/2025
SCALE: @ 36X24
1/4"=1'-0"

SHEET:
P-101



General Notes

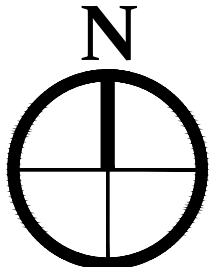
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COMPANY:

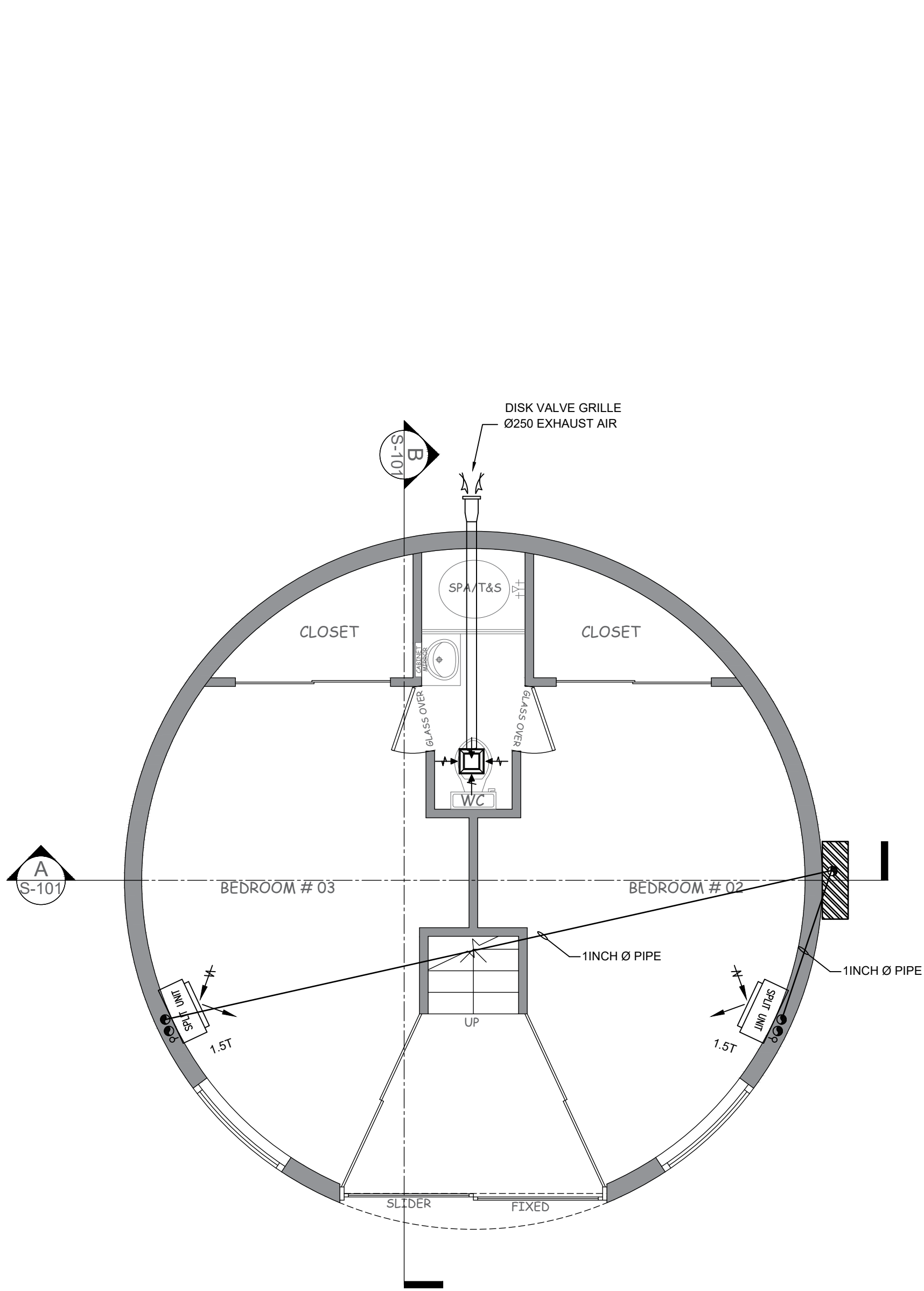
PLANNED SPACE,
LTD.

No. Revision/Issue Date

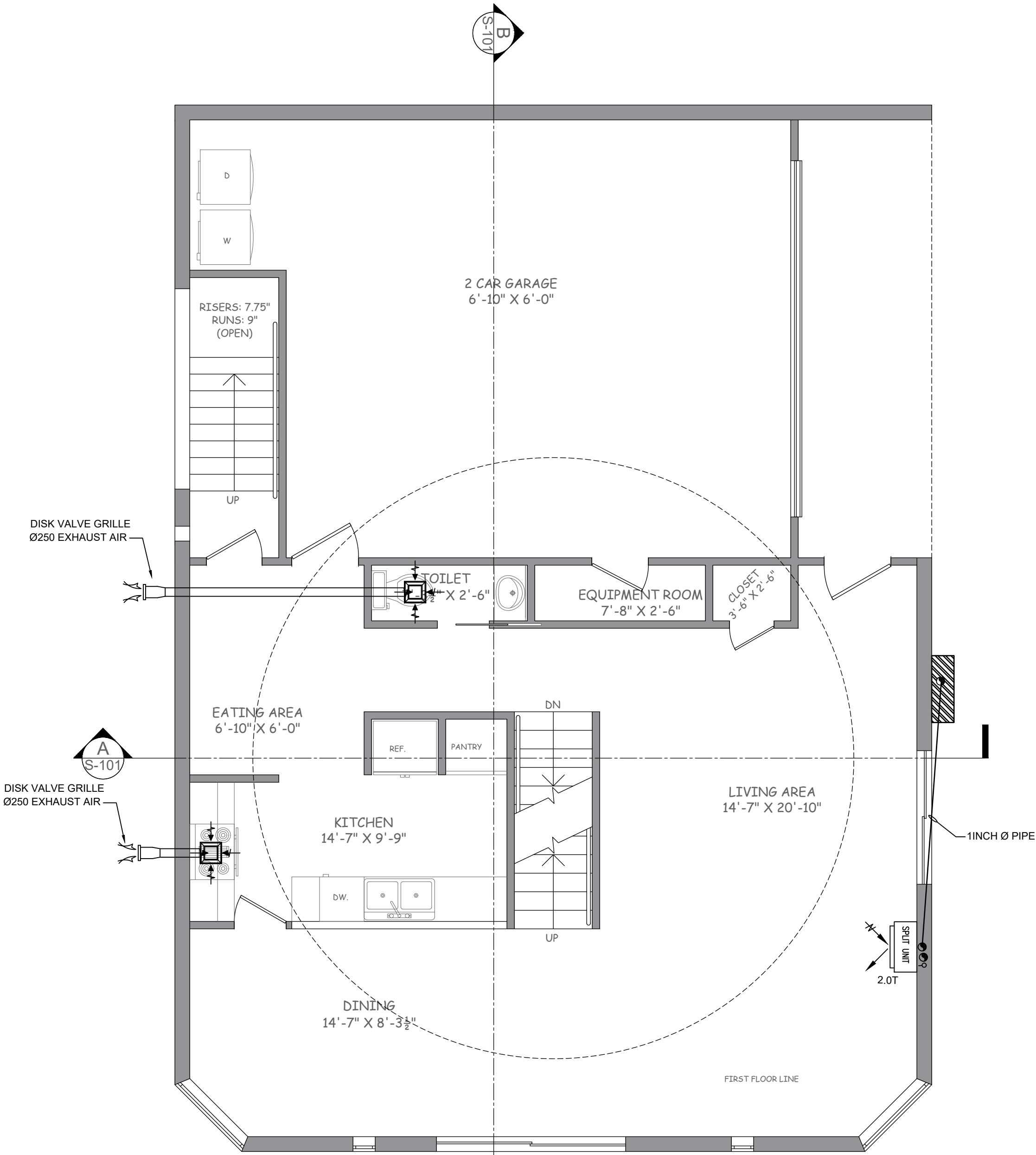


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IFRAART
DATE:
03/16/2025
SCALE: @ 3/8"x24"
1/4"=1'-0"

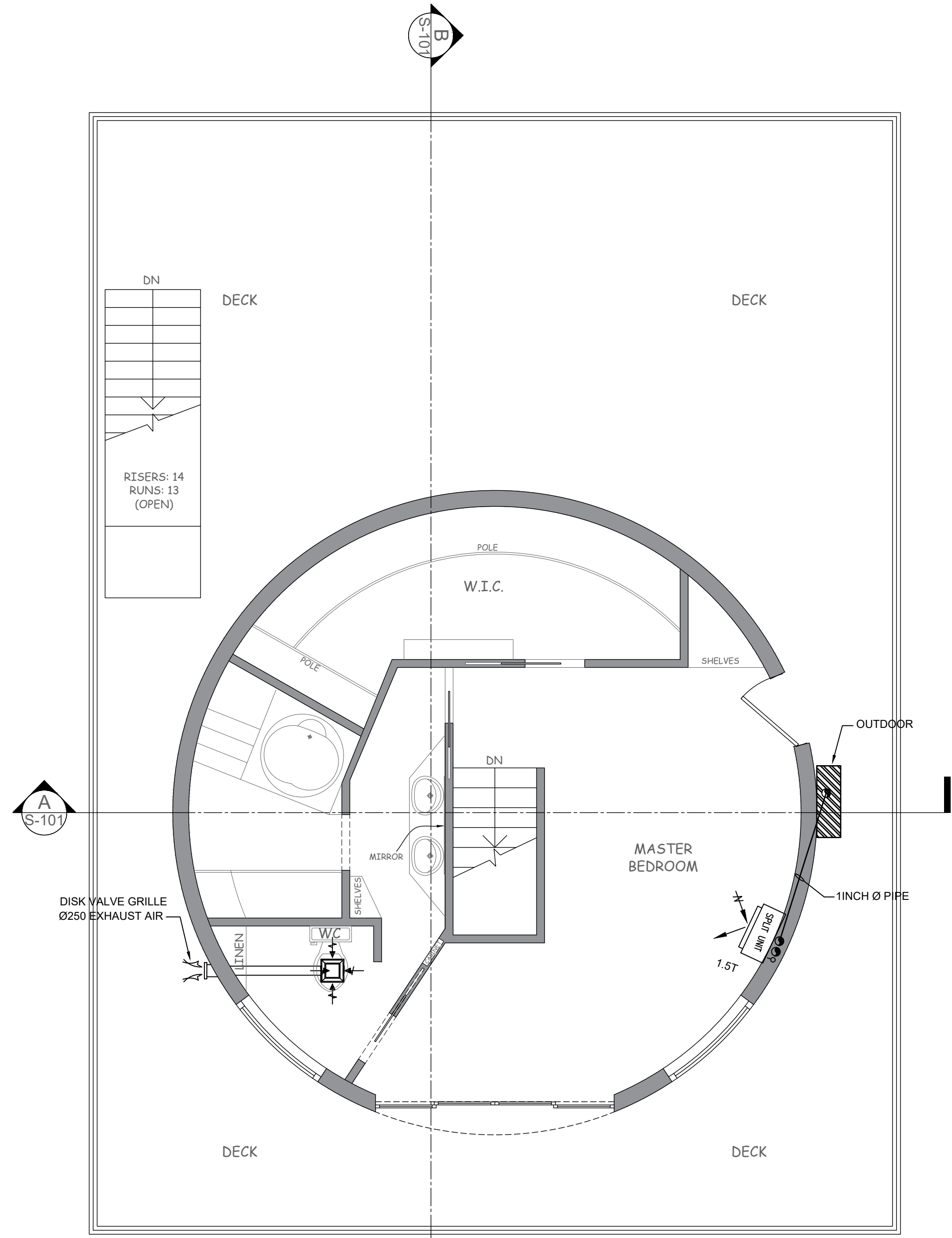
SHEET:
P-102



01 LOWER FLOOR
M-101 SCALE: 1/4" = 1'-0"

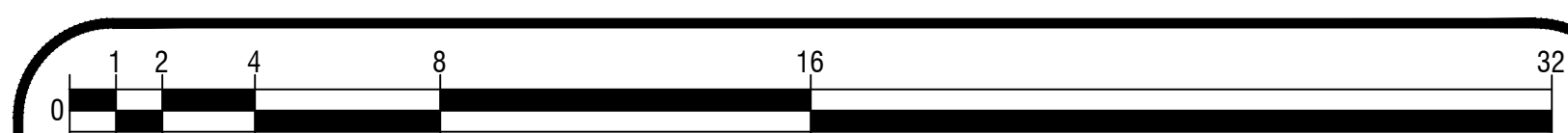


02 MAIN FLOOR
M-101 SCALE: 1/4" = 1'-0"



03 FIRST FLOOR
M-101 SCALE: 1/4" = 1'-0"

NOTE:
SPLIT UNIT SYSTEM FOR MECHANICAL.



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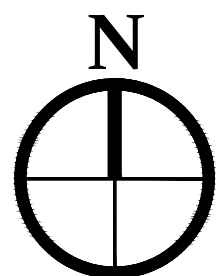
NEW RESIDENCE FOR:

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SCALE: @ 36X24
1/4"=1'-0"

SHEET:
M-101

ADDENDUM TO VARIANCE FINDINGS

- 1) Will the granting of this variance be detrimental to other properties or land uses in the area or substantially interfere with the present or future ability to use solar energy systems?

NO:

Firstly, as my proposed three (3) story house will be constructed two stories below Bandera street level, its profile/elevation will extend less than one story above the street level, and therefore not obstruct or interfere with neighbors current or future view or line of sight.

Secondly, as of January '20, all CA single family residential construction must incorporate enough solar to serve its annual needs. My down sloping lot faces due south. Calculations show that in this Yucca Valley 'Climate Zone 14', I will need approximately eight (8) 3.5'X5.5' ground mounted solar panels.

This amount of solar capacity will be well within my Property-Line boundaries, and therefore not interfere with neighboring solar.

- 2) Are there exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply to other properties in the same district or vicinity?

YES:

#1: Merely the second property east, on my same side of the street, the front yard setback is 25 feet. The address, the front yard, and the front of the house at 57505 Bandera Rd., all face onto Bandera, and all possess that 25 foot front yard setback!

#2: One of the tenets; one of the principles — governing/determining the granting of a Variance is 'Topography'.

'Topography' is the sole reason for my herein Variance Application.

Due to down slope hillside Topography, my residence needs to be constructed below Bandera street level. At the toe of the slope (my bottom P/L), that dirt road is merely an easement.

Many homes constructed within a short distance of my lot, have the privilege of being built on flat pads, or they are uphill lots, not downslope as mine is. Consequently, in near future, when the Bandera Rd. mandated sewer line is installed, 'as per the High Desert Water District', all of my sewage and waste water will need to be 'pumped' uphill. Consequently, the closer my home is sited to Bandera Rd, the less vertical pumping distance will be required. Plus, if my construction is sited too far down the slope, my driveway will be too steep to allow car access. So I herein am requesting a total of 38 feet. The existing 18 feet from 'edge-of-pavement' to my Property Line, plus a reduction in front setback to 20 feet (18' + 20' = 38'). That 30' reduction (60%) is the percentage this Planning Commission granted to V 04-21.

- 3) Will the strict application of the land use district regulations deprive such property of privileges enjoyed by other properties in the vicinity or in the same land use district?

NO and YES.

NO:

My Variance Application is NOT requesting a modification to the Yucca Valley 'Land Use District Regulations', as noted above.

Rather, my Variance is requesting a 30 foot (60%) reduction in a County recorded Tract Map.

Per the Yucca Valley Development Code, the front setback is 25 feet. My property and the properties immediately adjacent, have recorded 50' setbacks, from a 1965 Tract Map. That recorded 50 foot setback exceeds the Yucca Valley Development Code by 25 feet, or 100%; essentially doubling what the setback would be without the Tract Map.

So, who is in charge here? The County, or the Town?

Must I apply to San Bernardino County, for modification to their 60 year old 'recorded' Tract Map? The current Yucca Valley Land Use District Regulations specify a 25 foot front yard setback (actually 22.5 feet) in the R-L2.5 zoning where my property is located, APN 0596-451-26.

What I am requesting is a reduction in the 50 foot recorded setback I am encumbered with, that the County of San Bernardino arbitrarily recorded by Tract Map #7590, 60 years ago, long before (26 yrs before) Yucca Valley became incorporated in 1991.

Today, Yucca Valley is its own Town, no longer under the thumb of San Bernardino County.

So, the pertinent question remains: which takes precedence — an archaic non-conforming County imposed Tract Map, or the Town's 'Development Code'. If one chooses the County, then the Yucca Valley Development Code is meaningless and its terms unenforceable.

Furthermore, I am in total harmony with Deputy Town Manager Shane Stueckle, that 50 foot front yard setbacks contribute to the 'country character' that Yucca Valley's leaders wish to project, but that ambiance only applies to the plentiful Yucca Valley 'flat lots'. It has no logic when applied to down slope lots like my own, where every foot of horizontal front yard setback, equates to a negative downward distance. During Planning Commission's hearing of 9/28/2021, regarding down sloping hillside lots, Deputy Town Manager Stueckle stated, "You can engineer almost anything".

That is a true statement! If enough money is thrown at it. But engineering 'almost anything', applies to communities like Beverly Hills, or Bel Air, where the construction budget is a 'blank check'.

As Planning Commissioner Chair 'Thomas' noted: "This isn't Beverly Hills. This is Yucca Valley".

And unfortunately, Yucca Valley does not provide the Beverly Hills ROI (Return on Investment).

The days of building for \$120 per square foot are gone forever, and \$300 and \$400 per square foot are now heard in today's construction world.

On difficult Yucca Valley down sloping sites, one's construction budget dictates that, 'anything' cannot be 'engineered and built' here.

YES:

Deputy Town Manager Stueckle stated: "under CA Law, Public Hearing rules are very, very specific, and those privileges you provide to one, you provide to all." So in that spirit, my Variance hereby requests a 60% reduction in the recorded Tract Map #7590 on my property. 60% was granted to a previous front yard setback applicant: Applicant V 04-21. That original Variance Application requested an 80% front setback reduction. But Yucca Valley's Planning Commission unanimous granted them 60%.

60% of my 50 foot setback = 30 feet. 50 feet minus 30 feet = 20 feet.

Therefore, my total setback would equate to 38 feet, because my Property Line is 18 feet from the edge-of-pavement.

In essence, my Variance Application for a 20 foot front setback, is equivalent to a mere 2.5 foot reduction, by the allowed 25 foot minus 10% = 22.5 feet, in Table #2 of the Yucca Valley 'Development Code', Section 9.07.130.

- 4) Is the variance request in conformance with the objectives, policies, and programs specified in the General Plan and any applicable plan?

YES:

Table #2 of the Yucca Valley Development Code, within the Yucca Valley General Plan, specifies a 25' -10% =22.5' front yard setback, in my R-L2.5 zoning.

Furthermore, under rules of CEQA, my proposed single family residence and this Variance are exempt:

1. Pursuant to CEQA section 15305, Class 5, as the proposed Variance for a 20 foot setback 'would not result in changes in land use or density'.

2. Section 15332 of the CEQA handbook, Class 32, 'in-fill development projects', of which mine is. My proposed Single Family Residence is consistent with the Yucca Valley applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designations and regulations. My proposed new construction will occur within town limits on a site of less than 1/2 acre, surrounded by urban uses. My project has no value as habitat for endangered, rare, or threatened

species.

As per attached 'Arborist Report', there are NO Joshua Trees (Western or otherwise) on my 1/2 acre 'subject site'.

Approval of my project would not result in any significant effects relating to traffic, air quality, or water quality. My site has an in-place paid-for functioning water meter, and can be adequately served by all required current and future utilities and public services on Bandera Rd.

On three (3) separate occasions, during just one Planning Commission hearing, Associate Planner Jared Jerome testified that 25 foot front setbacks are consistent with Yucca Valley's single family zonings:

- Jared Jerome, "*The 25 foot setback is consistent with most single family zoning. It's one of the most common Yucca Valley single family residential zoning in front setbacks.*"
- Jared Jerome, "*It's usually 25 feet unless there's a recorded Tract Map that has 50 feet. The typical town setback is 25 feet for the front setback.*"
- Jared Jerome, "*With the standard 25 foot front setback*"

March 26, 2025

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: September 8, 2025

Meeting Date: September 16, 2025

Subject: Authorization to Purchase Replacement Fleet Equipment and Declare Existing Equipment as Surplus and authorize the sale of surplus equipment.

Recommendation:

That the Town Council:

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

Prior Review:

There has been no prior review of this matter.

Discussion:

The current 1996 Roller has exceeded its lifetime and requires repairs beyond its value. Staff utilized the Sourcewell Fleet Vehicles Contract # 020923-MTQ that was issued on April 14, 2023, and is valid until April 20, 2027, through California Multiple Awards Schedule (CMAS).

The Compact, 1-ton class AR14-Series roller delivers compaction performance on asphalt and granular soils. Reliable Honda GX630 engine offers easy starting and exceptionally quiet operation.

Alternatives

Staff recommend no alternative actions.

Fiscal Impact:

There are no federal funds or grants associated with this purchase. The Town will utilize fleet reserve funds budgeted within Capital Project Reserve Fund 800 to complete the purchase of the new piece of equipment in the amount not to exceed \$26,287.60.

Attachments

1. QUOTE CONFIRM. 20978787 20250905130240
2. Multiquip Contract 020923



MULTIQUIP INC.
6141 KATELLA AVE, SUITE 200
CYPRESS, CA 90630
PH: 800-421-1244 / 310-537-3700 FAX: 310-537-3927

Quotation

Sold-to (CASH-MQ) Town of Yucca Valley Yucca Valley CA 92284	Document Information Quotation # 20978787 QT Date 09/05/2025 P.O. # WebQuote Date 09/05/2025 Estimated Ship 09/05/2025 Requested Ship 09/05/2025 Carrier No 18643 Best Way Entered by MQAPPS Ordered by jwooten@multiquip.com Order Reason P22 ORDR-Sourcewell Currency USD Delivery PPS Prepay/Chrg SPL Frt (Units) Payment Terms Net 30 Within 30 days without deduction ===== Availability is subject to stock on hand at the time purchase order is received. Quote is valid for 30 days from issue date.
Ship-to (CASH-MQ) Town of Yucca Valley Yucca Valley CA 92284	

Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
0010	AR14H Ride-On Roller Honda GX630 36" wide	A102		1.000	29,803.00	23,842.40	23,842.40
	Items total						23,842.40
	Freight (Units)						359.00
	Taxable amount						23,842.33
	State/GST Tax						1,430.54
	Local/PST Tax						59.61
	Local Tax						238.42
	Local Tax						357.63
	Total amount						26,287.60
	Current in stock San Bernardino, CA, subject to change Freight estimate included - Freight Quote ID # LID5WMCCB/T-Force/\$359.00 Sourcewell Member #118011 Multiquip Sourcewell Contract #020923-MTQ						



Solicitation Number: 020923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Multiquip Inc., 6141 Katella Avenue, Cypress, CA 90630-5202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Portable Construction Equipment with Related Accessories and Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

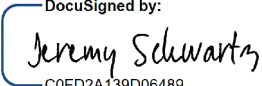
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

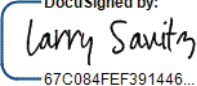
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Multiquip Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/12/2023 | 2:28 PM CDT

DocuSigned by:

By: 67C084FEF391446...
Larry Savitz
Title: Director of Government Sales
Date: 4/12/2023 | 2:00 PM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/12/2023 | 5:59 PM CDT

RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

Vendor Details

Company Name: Multiquip Inc.
Address: 6141 Katella Avenue
Cypress, California 90630
Contact: Larry Savitz
Email: Lsavitz@multiquip.com
Phone: 310-400-1682
HST#: 952874203

Submission Details

Created On: Wednesday January 25, 2023 17:42:53
Submitted On: Monday February 06, 2023 23:43:56
Submitted By: Larry Savitz
Email: Lsavitz@multiquip.com
Transaction #: 82f7cda0-d86f-4039-b38e-ba1cb2ce3b8c
Submitter's IP Address: 47.155.31.192

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Multiquip Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A - no subsidiaries	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - no applicable assumed or DBA names	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	NG8JWBJ25TX3 (UEI)	*
5	Proposer Physical Address:	6141 Katella Avenue Cypress, CA 90630-5202	*
6	Proposer website address (or addresses):	www.multiquip.com www.mqpower.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Larry Savitz Director of Government Sales 6141 Katella Avenue, Cypress, CA 90630-5202 LSavitz@multiquip.com 800-421-1244	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Larry Savitz Director of Government Sales 6141 Katella Avenue, Cypress, CA 90630-5202 LSavitz@multiquip.com 800-421-1244	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dora Flores Senior Government Sales Representative 6141 Katella Avenue, Cypress, CA 90630-5202 DFlores@multiquip.com 800-421-1244 Joanne Wooten Government Sales Representative 6141 Katella Avenue, Cypress, CA 90630-5202 JWooten@multiquip.com 800-421-1244	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1973, Multiquip is one of the largest, most diversified manufacturers and suppliers of world class quality portable equipment for the construction, government, emergency preparedness & response, telecom, aerospace, industrial, entertainment, and oil & gas exploration markets. All of Multiquip's product lines are continuously evolving to meet new customer needs and to constantly improve both product performance and reliability. The very first product line we introduced 50 years ago, compaction equipment, was recognized for its unparalleled reliability and performance, and still is today. And seven of our nine product lines related to this RFP's requested equipment have been sold by Multiquip for the past 40 years. "It's Not Business, It's Personal" and "Do The Right Thing" are two of our stated core values. Referred to collectively as The MQ Way, our values play an integral part in everything that we do. Multiquip understands that each customer's needs are unique, and to this end we maintain flexible policies and procedures to best assist our customers. We are committed to investing into and maintaining high quality, reliable products and exceptional customer service. Multiquip is a full-service provider and backs up every product with superior parts and technical service support. Our employees are committed to ensure that every piece of equipment sold not only does the job, but also stays on the job.	*
11	What are your company's expectations in the event of an award?	Multiquip's expectations are to continue to grow our relationships and business with Sourcewell members. We also expect to further develop strategies with other Sourcewell vendors to find cooperative methods to assist Sourcewell and their members. Within that our expectations are self-imposed. We will look to find new and innovative ways to introduce Multiquip and our product offerings to Sourcewell members that may not be familiar with us. We will also continue our efforts to bring agencies to Sourcewell that are not presently members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Multiquip's financial information is confidential and not available as public information. Please see attachments for Multiquip's D&B report and credit references.	*
13	What is your US market share for the solutions that you are proposing?	Information regarding market share for the solutions that Multiquip is proposing are not publicly available and are only estimated. The information provided is a conservative estimate of our market share for the products proposed in the categories listed below. The information is derived from estimates of total overall production from all suppliers in this market for North America and from Multiquip's actual unit production and shipment history. Additional information considered includes customer and industry publications and industry surveys including the Association of Equipment Manufacturers. Compaction - 40% Mixers - 60% Water Pumps - 25% Water Trailers - 40% Glare-Free Lighting - 35% Portable Generators - 55% Concrete Finishing - 45% Power Buggies - 35% Portable Welders - 20%	*
14	What is your Canadian market share for the solutions that you are proposing?	Information regarding market share for the solutions that Multiquip is proposing are not publicly available and are only estimated. The information provided is a conservative estimate of our market share for the products proposed in the categories listed below. The information is derived from estimates of total overall production from all suppliers in this market for North America and from Multiquip's actual unit production and shipment history. Additional information considered includes customer and industry publications and industry surveys including the Association of Equipment Manufacturers. Compaction - 35% Mixers - 40% Water Pumps - 20% Water Trailers - 40% Glare-Free Lighting - 30% Portable Generators - 35% Concrete Finishing - 40% Power Buggies - 35% Portable Welders - 20%	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Multiquip is best described as a manufacturer. Multiquip sells its products through a national dealer network of distributors and also directly to end users, for example government agencies. Multiquip's dealers are comprised of both publicly traded and privately held companies, both of which employ their own workforce. All sales, marketing, service, product training, warranty, and parts support is coordinated at both our corporate level as well as at local levels. We believe that the local presence of our distribution partners throughout the United States and Canada enhances our ability to effectively deliver and service our products for the end user, and for Sourcewell members a way to support their local economy.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As the original equipment manufacturer, Multiquip is not required to hold any licenses and certifications for the business contemplated by this RFP.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Multiquip has no suspension or disbarment information to disclose.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	1. Roads & Bridges magazine - Gold Award for Work Zone Safety Lights 2. Equipment Today magazine - Top 50 New Products 3. Rental magazine - Product Editor's Choice Award 4. Concrete Construction magazine - Most Innovative product (2 awards)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%	*
21	What percentage of your sales are to the education sector in the past three years	Approximately .2%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is the only cooperative purchasing contract held by Multiquip. Multiquip is listed as an approved vendor with various government agencies and we receive direct inquiries from them on a regular basis. Sourcewell 2020 - \$4,500,000 Sourcewell 2021 - \$4,500,000 Sourcewell 2022 - \$3,200,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Multiquip does not hold any direct GSA contracts. However, Multiquip products are represented and sold thru GSA contracts. We have issued GSA Letter of Supply representation authorizations to six of our distributors. They are privately held companies and are not required to share their GSA annual sales volume with MQ.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of San Mateo Public Works	Cathy Huffington	650-522-7366	*
City of Parkland Public Works	Anthony Scerbo	954-757-4187	*
Central Unified School District Fresno, CA	Jesse Bath	559-274-4700 ext. 14106	*
City of Ocoee Public Works	Gilda Shaw	407-905-3100 ext.9-6001	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Department of Homeland Security	Government	District of Columbia - DC	Generators	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.
Central Unified School District	Education	California - CA	Glare-Free Lighting	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.
Confederated Tribes of Grande Ronde	Government	Oregon - OR	Generators	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.
Los Angeles County	Government	California - CA	Generators	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.
Confidential - Public Utility	Government	California - CA	Water Trailers	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.	Multiquip does not disclose specific types of customer information as it may be considered to be a violation of our customer's expectations of privacy. In addition, Multiquip's privacy policies do not allow us to share financial information.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third

party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Government Sales - The priority of our government sales team is to ensure that the needs of Sourcewell members are managed in an efficient and expeditious manner. Our government team has direct access to all company resources, including those listed below, and to our U.S. and Canadian dealer and distribution network, to ensure Multiquip is providing Sourcewell members with the highest level of customer service. Sales Force - Multiquip directly employs 39 sales managers that travel throughout the United States and Canada. For additional support we also have 12 internal sales support specialists that are 100% focused on assisting customers to ensure we respond quickly to any questions and information they may need. Multiquip also employs 8 product managers and 12 engineers whose responsibility includes supporting the requirements of our customers.
27	Dealer network or other distribution methods.	Multiquip has hundreds of dealers and distribution partners located throughout the United States and Canada. The combined sales force of this network consists of hundreds of individuals. Some of these individuals are focused 100% on Multiquip products and others at lower percentages as they may also be selling additional products. Multiquip continuously reviews the performance of this network to ensure the level of attention and service provided to our customers meets or exceeds our expectations to provide the highest level of customer service in the industry.
28	Service force.	Multiquip directly employs 23 field service managers with responsibility to support customers throughout the United States and Canada. In addition, Multiquip employs 11 technical support specialists, 5 warranty specialists, and 14 parts specialists to assist customers. We have recently introduced a new service initiative, Multiquip ServicePlus. This service program is designed to provide expedited access to our service team and to provide options to fast-track critical repairs. This includes scheduling site visits to our customer's locations by our service managers if necessary. Multiquip is also in the process of establishing a service network of MQ ServicePlus employees nationwide to provide onsite customer preventative maintenance services for our customers. We also provide customers with internet access to our information library including service training videos, technical publications, and service bulletins. In addition, Multiquip customers have access to our online E-warranty system and internet parts ordering system. Multiquip conducts free of charge University of Multiquip (UMQ) training sessions at various locations throughout the United States. We also offer Sourcewell members no charge onsite training on a prearranged basis. Multiquip currently has 201 Authorized Service Centers (ASC) located throughout the United States and Canada, and hundreds of additional locations that can also be authorized to perform service on Multiquip products. In many areas we can arrange to have our service providers perform service at Sourcewell member locations.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Multiquip will use three separate order processes to manage Sourcewell member orders. The first process is for orders placed by Sourcewell members directly with Multiquip. The order process is straight forward, consisting of the purchase order being sent to Multiquip and in turn we will enter the order, and then ship and invoice the Sourcewell member. The orders are electronically coded at entry allowing us to run detailed sales reports on a quarterly or as needed basis to meet all Sourcewell reporting requirements. The second process is for orders placed by Sourcewell members thru our extensive dealer network. The order is placed with a Multiquip dealer who is usually located close to the Sourcewell member. The dealer will then place the order with Multiquip, and in turn we will enter the order and ship to either the dealer or to the Sourcewell member as requested. We will invoice the Multiquip dealer who will invoice the Sourcewell member. The orders will also be electronically coded at entry to meet Sourcewell reporting requirements. We also require our dealers to forward us copies of their invoices to Sourcewell members to ensure contract compliance and accuracy. The third process (anticipated) is for orders placed by Sourcewell members thru Buy Sourcewell. We have already uploaded product information to the site and are now waiting for information on how to proceed. The orders will also be electronically coded at entry to meet Sourcewell reporting requirements. Multiquip is responsible for reporting all Sourcewell member sales to Sourcewell that are made directly by Multiquip, through our dealer network, or through Buy Sourcewell.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Multiquip values the need to respond to customers in a timely manner. Our stated core values are to provide the highest quality equipment and back it with the industry's leading customer support. To this end we are committed to respond to all inquiries, requests, or issues within hours of being contacted. We track incoming calls, types of calls, and average and longest wait per call. We also monitor follow up and resolution times. We maintain detailed digital records of all service and sales calls. The records are available to Multiquip's management and other personnel as an aid to continuously improve response times to assist our customers. Although we have specific policies and procedures, Multiquip employees are empowered to use them as guidelines and to be flexible in their application to ensure we provide the highest level of customer service. We are committed to meet all customer expectations. Multiquip also maintains significant service parts inventory levels to support customer requirements. We currently have 46 million dollars of parts inventory located at five facilities throughout the United States and Canada to support our customer requirements. In 2022, despite supply chain challenges, we shipped 93% of all parts orders within 24 hours of receiving them.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide our products to Sourcewell members in the United States. Multiquip is headquartered in Cypress, CA. We have distribution centers located in Idaho, California, Texas, and Kentucky. We also employ field sales and service personnel located throughout the United States. Multiquip's Dealer Network and Authorized Service Centers are also located throughout the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We currently provide our products to Sourcewell members in Canada. Multiquip's Canadian office and distribution center is located in Montreal. We also employ field sales and service personnel located in Canada. In addition, Multiquip's Dealer Network and Authorized Service Centers are located throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently service, and will continue to service, all geographic areas of the United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Multiquip will provide full service to all Sourcewell market segments throughout the proposed contract. We have a national presence in both the United States and Canada. We do not have other cooperative purchasing contracts which limit our ability to promote this Sourcewell contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no specific requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Multiquip will promote Sourcewell thru the following means: Display at related procurement, trade, and industry expos (PWX, NIGP, CAPPO, etc). Attend and promote Multiquip and Sourcewell at county and city networking events. Strategically directed Email, direct mail, and telemarketing campaigns. Social media. Multiquip's website. Advertising in strategic publications. Continue collaborative MQ/Sourcewell marketing efforts with United Rentals, Sunbelt, CAT, and White Cap. Expand Sourcewell contract use through MQ's dealer network – Continued expansion of strategically chosen Multiquip dealers, located throughout the United States and Canada, who currently have well established ties to municipalities, school districts, and non-profits within their geographical area. Our sales team will work closely with them to educate, assist, and sell alongside their sales teams to promote Sourcewell and our contract. We believe this will help us significantly increase our ability to market Multiquip products thru our Sourcewell contract at a localized level.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Multiquip maintains a strong presence on several social media sites including Facebook, Twitter, LinkedIn, YouTube, and Instagram. We use these sites to update corporate, product, and service information. We regularly reference our association with these sites on our web page and in our marketing media. We use metadata to enhance our website and social media activity. Multiquip's eLearning initiative calls for our continued development of online product information and training videos. These will include proper and safe equipment operation training and equipment application modules. An example can be viewed at https://www.youtube.com/watch?v=I0it2J81MFc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our view it is Sourcewell's role is to continue the promotion of their contracts through the use of Sourcewell local events, attendance at appropriate expos, the Sourcewell website, and thru the use of ongoing education for both vendors and members. We anticipate that Sourcewell will have personnel readily available to explain contract intricacies, to assist members and Multiquip on the most effective ways to use the contract, and to review with us our Sourcewell contract performance and strategies on a regular basis. When members contact Sourcewell for Multiquip product information we will provide assistance as requested. There is also an expectation that Sourcewell will collaborate with Multiquip to increase the usage of Sourcewell's contract and to expand its membership. As we are current holders of a Sourcewell contract, Multiquip has fully integrated the cooperative contract into our sales process. For example, at any time we are in contact with a government agency regarding product or purchasing information we always try to direct the sale through the Sourcewell contract. This is our course for both members and non-members alike. In addition, all government sales activity is directed by Multiquip's government team. For example, although our national salesforce has the flexibility to directly assist government agencies, our government team manages their efforts. Our government team is intimately familiar with Sourcewell and is engaged with all associated activity to ensure that Sourcewell members receive proper guidance and our highest priority. We track all phases of this process which includes a requirement for timely responses and follow up.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. Multiquip products and parts are available through e-procurement. Both can be purchased electronically. Our parts ordering system allows customers to look at exploded product views to identify and order the parts needed by simply selecting the item on the drawing. Customers can also verify current product and parts availability and can check on their order progress and shipment status. We also offer internet traceability and scheduled delivery information for our shipments.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Multiquip utilizes our team of product managers and specialists, sales managers, and service managers to bring demonstrations, product and operator training, and maintenance training to the users of our equipment. Under normal circumstances Multiquip provides these services free of charge for Sourcewell members at their location. We also host 10 to 15 product training schools and 10 to 15 service schools each year that are conducted at Multiquip facilities located throughout the United States and Canada. These in-depth training sessions generally run between 2 and 3 days. We do not charge for the training. Customers are only responsible for transportation expenses. Multiquip pays for hotel and meal expenses.

41	Describe any technological advances that your proposed products or services offer.	Multiquip is a leader in equipment development for our industry. Through our long history, years of experience, and customer focus groups, we have developed the ability to design and build the highest quality, most technologically advanced equipment offered in our field. Some of our most recent developments include: • MQ ICON – Developed by Multiquip, ICON is a remote monitoring, diagnostic and support device that is currently offered with Multiquip generators. ICON tracks equipment locations using Google Earth and reports all operating conditions to designated operators and/or Multiquip service technicians. It facilitates routine service scheduling and can recommend the ordering of maintenance parts as needed to ensure timely availability at the customer's location. ICON also enables MQ technicians and trained operators the ability to perform remote diagnostics, detect issues and in some cases resolve them remotely. • MQ COMPAS (Compaction Analyzing System) – Offered with our reversible plate compactors, this device continuously monitors soil stiffness to help operators avoid unnecessary passes and over-compaction with an easy to read LED panel. • Rammers with an anti-vibration system to reduce operator fatigue and increase productivity. • Automatic DEF (Diesel Exhaust Fluid) replenishment system which facilitates continuous operation of EPA compliant diesel engines. Uses include disaster recovery operations when electrical power is being provided 24/7 by EPA Tier 4 compliant generators. Engineered and manufactured by Multiquip, this DEF replenishment system can be used with any generator requiring DEF fluid, Multiquip's and other makes as well.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Multiquip is fully committed to expanding our "green" product offerings. Within the past 4 years we have introduced: • Battery powered Compaction equipment including Rammers & Plates • Battery powered material handling Buggies Multiquip has previously introduced: • Environmentally contained generators • GloBug non-glare lighting and light towers utilizing low energy LED lights • Welders employing our 'E-Mode' and 'SmartStick' technology which reduces fuel consumption, emissions, and noise levels Multiquip is currently developing: • Additional battery powered equipment including light balloons & towers, screeds, and trowels • Battery powered Generators (no emissions) • Hydrogen fuel cell powered equipment (no emissions) • Multiquip has engineered, built, and demonstrated several hydrogen fuel cell powered light towers	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All engine-powered products offered by Multiquip are fully compliant with current EPA regulations. We have received EPA Certificates of Conformity with the Clean Air Act for all Multiquip engine powered products. In most cases, Multiquip products offered meet or exceed EPA compliance requirements prior to the required dates as established by the EPA.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Multiquip dealers and partners include many companies certified as Woman or Minority Business and Small Business entities. We have previously and will continue to work with these entities in conjunction with our current Sourcewell cooperative contract and will continue to do so.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Multiquip has a history of commitment to offer the highest quality and most reliable equipment in the industry. However, our strongest attribute is our relentless passion to provide the highest level of customer service available to all of our customers, including Sourcewell members. This is one of the stated core values of Multiquip. Our commitment to this end drives every individual in our company to perform at extremely high customer service levels. We are a bit unique as many of the Portable Construction Equipment solutions we are proposing in this RFP are often used for Disaster Preparedness and Response efforts.	*
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes - Products, parts, and labor are covered as described in the attached Warranty Statement.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard warranty, including usage limit restrictions, is described in the attached Warranty Statement. None of the usage limitations adversely affect coverage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We cover technicians' travel and mileage expenses related to warranty repairs if it is determined that the repair work can be made at a customer's or other field location.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Multiquip is capable of providing certified technicians in all areas of the United States and Canada for warranty repairs. Service for warranty repairs will be performed by Multiquip technicians or by a MQ Authorized Service Center's certified technician.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will normally provide warranty for all components used in MQ products that are a part of our proposal. The one exception is engines. The engine manufacturers typically prefer to provide their own warranty service. At their discretion they may give us approval to make the warranty repairs for them.	*
51	What are your proposed exchange and return programs and policies?	We do not have specific exchange or return programs or policies. We do maintain complete flexibility in managing exchange and return requests. Our review of requests are always based on fair assessments and decisions that will best enable us to take care of our customers.	*
52	Describe any service contract options for the items included in your proposal.	Multiquip does offer service contracts on request for the products included in our proposal. Service contracts are offered thru our ServicePlus and Service Plus Preventative Maintenance programs and performed by MQ Service technicians. We may also use our Authorized Service Centers or our dealer network to manage maintenance and extended service contracts at a local level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30 days. However, we remain flexible and are willing to work with customers to meet their requirements.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Multiquip works with several leasing and financing institutions that can provide options to educational and governmental entities. We have also had discussions with NCL Government Capital and will work with them as opportunities arise.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include email correspondence, product quotations, order confirmations, shipment packing lists, bill of lading, and invoices.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Multiquip accepts the P-card procurement and payment process. There is not any additional cost to Sourcewell participating entities.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is based on our published list prices and discounts applied to the list prices. The discounts are consistent but may vary between product categories. Freight charges will either be charged at a percentage of the sale for smaller items, or the actual freight charges will apply for larger items.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell discounts for each of our product categories are listed below and reflect a percentage discount from Multiquip's list prices. • Compaction – 30% • Compaction (Heavy) – 20% • Water Pumps – 30% • Water Trailers – 30% • Concrete Finishing – 30% • Concrete Pumps – 20% • Concrete & Material Placement – 30% • Mixers – 30% • Lighting – 20% to 37% • Portable Welders – 30% • Portable Generators – 42% (diesel powered) / 30% (gasoline powered)	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts are offered to Sourcewell members.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Requirements that include "sourced" products, open market items, or nonstandard options will be accessed for viability. Multiquip has processes in place to manage these requirements if they are deemed required and viable. Pricing will be calculated in a manner that is consistent with the methods used for our primary offering.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing submitted with this response lists the total cost of acquisition except for non-exempt taxes if required. There will not be any additional acquisition costs assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be charged at either a percentage of the sale (for smaller items that can ship via LTL) or will be charged at actual freight costs (for larger items that need to ship via flatbed). Our objective is to ensure that any freight charged is competitive, fair, and consistent. Multiquip works closely with several freight logistics companies to ensure we receive the best rates possible. It is not Multiquip's intention to make any profit from freight charged.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments made to Alaska, Hawaii, and other offshore locations, freight is charged at actual freight costs. As with any shipment we make, our objective is to ensure that any freight charged is competitive, fair, and consistent. It is not Multiquip's intention to make any profit from freight charged.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In areas closely surrounding our distribution centers we may be able to arrange for deliveries to be made to Sourcewell members at no charge. Deliveries would be made by MQ personnel.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our self-audit process includes a specific order designation category we have established for Sourcewell members. We have conducted and continue to refresh Sourcewell training for all Multiquip order entry personnel. An order received from a Sourcewell member, either directly or thru a Multiquip dealer, is electronically tagged and pricing is verified to ensure compliance and accuracy. In addition, we establish Multiquip accounts for Sourcewell members when they initially request a quotation or place an order with us. After this account is established, Sourcewell contract pricing is automatically applied during our quotation and order entry processes for Sourcewell members, virtually eliminating any chance of a pricing error. Reports are run at the end of each quarter, or as needed, which lists all Sourcewell quotation and order activity. We use the reports to audit all Sourcewell activity, and to report all sales and to remit the proper administrative fee to Sourcewell on a quarterly basis.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track our Sourcewell business levels on a monthly basis. The internal metrics we monitor include monthly, quarterly, and YTD sales. All are compared to the same for previous time periods. We also compare Sourcewell sales to all other government sales, including direct and indirect Federal government sales. We also monitor and compare our open (not yet shipped) orders. Most importantly we track the number of government calls received, quotes requested, and orders received.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Multiquip proposes a 1% administrative fee for all contracted items. Contracted items include all items listed on our Sourcewell Price Schedule. We also propose paying a 1% administrative fee for all "sourced" items requested by and sold to Sourcewell members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Portable Construction Equipment: • Compaction – Including Rammers, Plate Compactors, Battery-Powered Compaction, and Walk-Behind, Trench, and Ride-On Rollers • Portable Generators – MQ WhisperWatt • Lighting – MQ GloBug Balloon Lights and Light Towers • Water Pumps – Including Submersible, Centrifugal, Trash, Diaphragm, and High Pressure Pumps • Water Trailers • Mixers – Including Concrete, Plaster, and Mortar Mixers • Concrete & Material Placement – Power Buggies (including battery powered), Mudtubs, and Concrete Pumps • Concrete Finishing – Including Walk-Behind & Ride-On Trowels, Screeds, and Vibrators • Rebar Benders & Cutters • Portable Welders • Portable Air Compressors
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Air Compressors	☒ Yes ☐ No	No comment
72	Light Towers	☒ Yes ☐ No	GloBug Non-Glare Balloon Lighting and Light Towers
73	Generators	☒ Yes ☐ No	No comment
74	Pressure Washers	☐ Yes ☒ No	Not offered by MQ
75	Welders	☒ Yes ☐ No	No comment
76	Aerial Equipment (scissor lifts/manlifts)	☐ Yes ☒ No	Not offered by MQ
77	Pumps (less than 30 HP	☒ Yes ☐ No	MQ pump models offered in our proposal includes 38 pumps under 30 HP and 3 pumps that are over.
78	Soil Compaction Equipment	☒ Yes ☐ No	No comment

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - MQ_Sourcewell 041719-MTQ Pricing_10-1-2022.pdf - Sunday February 05, 2023 20:40:07
 - [Financial Strength and Stability](#) - Multiquip D&B Report & Credit References.zip - Wednesday February 01, 2023 13:39:34
 - [Marketing Plan/Samples](#) - MQ Marketing Samples.zip - Monday February 06, 2023 22:43:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Multiquip Warranty Statement.pdf - Monday February 06, 2023 20:53:58
 - [Standard Transaction Document Samples](#) - San Mateo Public Works_Sourcewell - Transaction Docs Summary.pdf - Monday February 06, 2023 20:52:04
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Larry Savitz, Director of Government Sales, Multiquip Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Portable_Construction_Equipment_RFP_020923 Tue January 24 2023 09:14 AM	☒	1
Addendum_1_Portable_Construction_Equipment_RFP_020923 Wed December 28 2022 01:43 PM	☒	1

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



To: Town Council

From: Lesley Copeland, Town Clerk

Date: September 8, 2025

Meeting Date: September 16, 2025

Subject: Ordinance 330- Second Reading- Senior Mobilehome Park Zoning Overlay

Recommendation:

That the Town Council adopts Ordinance 330

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF YUCCA VALLEY, AMENDING SECTIONS 9.05.030 OF CHAPTER 9.05 (ZONING DISTRICTS AND ZONING MAP) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AMENDING SECTIONS 9.15.020 AND 9.15.030 OF CHAPTER 9.15 (OVERLAY DISTRICTS) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AND ADDING CHAPTER 9.23 (SENIOR MOBILEHOME PARK OVERLAY DISTRICT) TO TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, ESTABLISHING A SENIOR MOBILEHOME PARK OVERLAY DISTRICT

Prior Review:

The Town Council introduced Ordinance 330 at the August 19, 2025 meeting.

Discussion:

The process of adopting an ordinance is a two-step process, requiring that the Town Council first introduce the ordinance and then adopt the item at a separate meeting, with appropriate public noticing prior to the second reading. The ordinance was introduced at the Town Council meeting held on August 19, 2025 and was duly noticed on September 3, 2025. This is the second reading of the proposed ordinance.

Alternatives

None recommended.

Fiscal Impact:

Costs for preparation of these materials are included in the annual operating budget, including

both staff and legal counsel costs.

Attachments

1. ORD 330 Senior MHP Zoning Overlay

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF YUCCA VALLEY, AMENDING SECTIONS 9.05.030 OF CHAPTER 9.05 (ZONING DISTRICTS AND ZONING MAP) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AMENDING SECTIONS 9.15.020 AND 9.15.030 OF CHAPTER 9.15 (OVERLAY DISTRICTS) OF TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, AND ADDING CHAPTER 9.23 (SENIOR MOBILEHOME PARK OVERLAY DISTRICT) TO TITLE 9 (DEVELOPMENT CODE) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE, ESTABLISHING A SENIOR MOBILEHOME PARK OVERLAY DISTRICT

WHEREAS, the Town of Yucca Valley, California (“Town”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the Town’s General Plan includes policies and goals for senior housing oriented development, and it establishes the Town’s objective to provide sufficient housing for senior residents; and

WHEREAS, the Town is committed through the General Plan Housing Element policies to preserving the Town’s existing affordable housing stock and to maintaining housing for special needs groups, such as senior citizens; and

WHEREAS, the Town’s General Plan Housing Element includes policies and goals for the provision of senior housing and development and establishes the Town’s objective to provide sufficient housing for senior residents; and

WHEREAS, the General Plan Housing Element seeks to “create an accessible and convenient living environment for seniors” and “increase the supply of affordable housing to reduce displacement risk, particularly for ... senior residents” (2021-2029 Housing Element, Goal H2, Program H2-1); and

WHEREAS, per the 2020 Census, adults aged 55 or older make up 36.7% of the Town’s population, which percentage is significantly larger than that of San Bernardino County (24.7%) as a whole; and

WHEREAS, 61% of the Town’s households aged 65 or older are within the low and very low income categories; and

WHEREAS, mobilehome parks are an important source of affordable housing, especially for seniors; and

WHEREAS, the California Mobilehome Park Residency Law, the California Fair Employment and Housing Act, and the Federal Fair Housing Act each recognize the need for and value of senior housing by expressly exempting communities in which 80 percent of the units are occupied by at least one person who is 55 years of age or older (“age-restricted” or “senior” housing) from the requirement to rent to families with children (“all-age” housing); and

WHEREAS, the four (4) age-restricted mobilehome parks located within the Town, which have long operated as senior mobilehome parks, provide an important source of affordable senior housing; and

WHEREAS, the four (4) age-restricted mobilehome parks located within the Town represent approximately 542 spaces out of 716 spaces, or 75.7% of all mobilehome spaces in the Town; and

WHEREAS, in accordance with the provisions of Government Code section 65858, the Town Council adopted Ordinance No. 308, Ordinance No. 309, and Ordinance No. 316 as interim urgency ordinances placing a moratorium on the conversion of senior mobilehome parks to all-age mobilehome parks (the “Moratorium”) to assure the continued availability of affordable housing to residents of existing parks and to individuals over the age of 55 years; and

WHEREAS, the Moratorium expires on November 24, 2025; and

WHEREAS, the Town Council has determined that new regulations are necessary to protect the public health, safety, and welfare of the citizens of the Town, particularly those tenants or residents who are over 55 years of age in mobilehome parks; and

WHEREAS, certain senior mobilehome parks are faced with the threat of converting those facilities to all-age mobilehome parks, which would eliminate the requirement that at least one person occupying each mobilehome be 55 years of age or older, and such conversions to non-age restricted housing would result in the loss of existing senior housing and is detrimental to the senior citizens of the community. Additionally, conversions to all-age housing results in a loss of existing senior housing available within the Town, and this loss of affordable senior housing in the Town creates a threat to the health, safety, and welfare of the seniors in the Town; and

WHEREAS, in contrast to other senior housing in the Town, mobilehome parks afford seniors the ability to live in detached homes rather than in apartments and provide a senior living community in a low-rise setting that typically provides a clubhouse for community events and socializing as well as recreational facilities inside the park, so that the residents can easily walk to these facilities and events; and

WHEREAS, many of the seniors living in these senior mobilehome parks purchased their mobilehome in these parks because they were senior parks that only accepted prospective purchasers of homes in the park if at least one occupant of the mobilehome being purchased was 55 years of age or older; and

WHEREAS, while the seniors now living in senior mobilehome parks could remain in a park that changed to a family park, those seniors would no longer enjoy the quiet and companionship of a senior community. Further, the limited supply of senior parks that now exist in the Town could be greatly diminished, or even eliminated. Since mobilehomes are not mobile in any practical sense, due to the high cost of moving a home, the risk of damage to the home in moving, the loss of improvements such as porches, patios, carports and landscaping, which cannot be moved, and the lack of available rental spaces in senior parks, or in any mobilehome park in the Town or surrounding areas that will accept re-located homes, senior residents of a park that becomes an all-ages park would have to sell the homes in which they have lived for potentially many years and in which they have invested both financial and personal resources in order to move to another senior facility. Moving may not be an option for all seniors, because even after selling their mobilehomes, these seniors may not have sufficient funds to purchase a mobilehome in another senior park or other senior facility. Further, as the number of senior mobilehome parks diminishes, it will become more difficult to find a mobilehome to purchase in a senior park in the Town or surrounding areas; and

WHEREAS, for the reasons set forth in the preceding recitals, the Town Council finds it necessary to protect, enhance, and encourage the preservation and enhancement of seniors-only mobilehome parks through the adoption of this Ordinance; and

WHEREAS, the Housing for Older Persons Act amendments to the federal Fair Housing Act (47 U.S.C. § 3607(b)), and the provisions of the implementing regulations set forth in the Code of Federal Regulations (24 C.F.R. § 100.304(b)(4)) provide that a senior housing facility or community includes a municipally zoned area, and that an area zoned by a unit of local government as “senior housing” satisfies the intent requirement of the senior housing exemption from the provisions of the Fair Housing Act prohibiting discrimination based on familial status; and

WHEREAS, the Town intends that this Ordinance be consistent with, comply with, and implement the federal Fair Housing Act as amended by the Housing for Older Persons Act and the California statutes providing senior housing exemptions from statutes prohibiting discrimination in housing based on age and familial status; and

WHEREAS, the Town conducted age-verification surveys of the six (6) existing senior mobilehome parks in compliance with the Code of Federal Regulations implementing the Housing for Older Persons Act (24 C.F.R. § 100.307) and verified that 80% or more of the units in each park are occupied by at least one person aged 55 years old or older; and

WHEREAS, on June 10, 2025, the Town Planning Commission held a duly noticed public hearing to consider the provisions of this Ordinance, and following the receipt of public

comments and any written materials, the Planning Commission closed the hearing, reviewed and considered all the evidence presented, and recommended approval of this Ordinance.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA. The Town Council of the Town of Yucca Valley hereby finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15301 (Existing Facilities), which exempts the operation and leasing of existing private structures involving negligible or no expansion of the use from CEQA review. This Ordinance preserves the status quo by ensuring that existing senior mobilehome parks continue to be operated as age-restricted housing. This ordinance does not authorize the construction of new mobilehome parks or require existing all-age mobilehome parks to change to age-restricted.

SECTION 2. Findings.

The Town Council hereby finds, determines, and declares that:

- A. The Town Council of the Town of Yucca Valley hereby finds and determines that all of the above Recitals are true and correct and incorporates such Recitals as well as the Recitals, Findings and all information in Ordinance No. 308, Ordinance No. 309, and Ordinance No. 316 into this Ordinance as fully set forth herein.
- B. The conversion of senior mobilehome parks to all-age mobilehome parks will result in harmful environmental effects and the loss of existing affordable senior housing within the Town. These effects present a threat to, and a specific adverse impact upon, public health, safety, and welfare and the Town's ability to provide safe and decent housing opportunities to senior citizens.
- C. This threat to, and specific adverse impact upon public health, safety, and welfare that would result from allowing the conversion of senior housing to all-age housing justifies the adoption of an ordinance.
- D. This ordinance is necessary to mitigate the unregulated effects of conversion of senior housing to all-age housing, the potential shrinking of inventory of existing quality affordable housing for seniors, the increased environmental effects of all-age housing and to prevent inconsistency with the General Plan and Development Code. No feasible alternative is available to satisfactorily mitigate or avoid these specific adverse impacts as well or better with a less burdensome effect than the adoption of the proposed ordinance.
- E. California's Unruh Civil Rights Act (Civ. Code § 51.1 et seq.) expressly allows private parties to establish housing for senior citizens and the federal Fair

Housing Act (42 U.S.C. § 3601 et seq.) expressly allows for “housing for older persons.”

- F. Further, California Government Code section 65008 expressly states that the non-discrimination provision “shall not be construed to apply to housing for older persons . . . [or] housing for senior citizens.”
- G. Article XI, Section 7 of the California Constitution authorizes cities to adopt local police, sanitary, and other ordinances not in conflict with general laws.
- H. The California Legislature has authorized cities to provide zoning for senior mobilehome parks pursuant to Health and Safety Code section 18300. Subsection (g)(1) of section 18300 of the Health and Safety Code expressly states that the Mobilehome Parks Act “shall not prevent local authorities of any city, county, or city and county, within the reasonable exercise of their police powers . . . from establishing, subject to the requirements of Sections 65852.3 and 65852.7 of the Government Code, certain zones for . . . senior mobilehome parks.”
- I. Numerous municipalities in the State of California have adopted ordinances preventing the conversion of senior mobilehome parks to all-age housing facilities and establishing senior mobilehome park overlay zones.
- J. In 2012, the Ninth Circuit Court of Appeals issued a ruling in *Putnam Family Partnership v. Town of Yucaipa* (“Putnam”) (2012) 673 F.3d 920, in which it determined that the Town of Yucaipa’s ordinance establishing a senior mobilehome park overlay district was not preempted and that the overlay district did not discriminate in housing on the basis of familial status in violation of FHAA under the federal senior housing exemption, since the FHAA’s ban on familial status discrimination does not apply to “housing for older persons.”
- K. The proposed amendments to the Development Code, including the Official Zoning Map, are consistent with the general plan; and
- L. The proposed amendments to the Development Code, including the Official Zoning Map, will not be detrimental to the public health, safety or welfare of the Town or its residents.

SECTION 3. Amendment of Official Zoning District Map.

The Senior Mobilehome Park Overlay District (MHP) zoning designation is hereby added to the properties described and depicted on Exhibit A hereto and incorporated herein by reference.

SECTION 4. Amendment of Section 9.05.030.

A. The final sentence of Paragraph C of Section 9.05.030 of Chapter 9.05 (Zoning Districts and Zoning Map) of Title 9 (Development Code) is amended to read as follows: "The overlay zoning districts are described in chapters 9.15 through 9.23 of this article 2."

B. Table 2-2 of Section 9.05.030, paragraph E, of Chapter 9.05 (Zoning Districts and Zoning Map) of Title 9 (Development Code) of the Yucca Valley Municipal Code is hereby amended to read as follows:

TABLE 2-2
OVERLAY ZONING DISTRICTS

Zoning Map Symbol	Overlay District Description
AR1, AR2, AR3	Airport safety overlay districts 1, 2, and 3
FS	Fire safety overlay district
FP1, FP2, FP3	Floodplain safety overlay districts 1, 2, and 3
GH	Geologic and seismic hazards overlay district
HS	Hillside overlay district
LA	Large animal overlay district
SP	Specific plan overlay district
MHP	Senior mobilehome park overlay district

SECTION 5. Amendment of Section 9.15.020.

Section 9.15.020 of Chapter 9.15 (Overlay Districts) of Title 9 (Development Code) of the Yucca Valley Municipal Code is hereby amended to read as follows:

The following are the overlay districts:

Airport safety overlay district

Fire safety overlay district

Floodplain safety overlay district

Geologic and seismic hazards overlay district

Hillside overlay district

Large animal overlay district

Specific plan overlay district

Senior mobilehome park overlay district

SECTION 6. Amendment of Section 9.15.030.

Table 2-24 of Section 9.15.030 of Chapter 9.15 (Overlay Districts) of Title 9 (Development Code) of the Yucca Valley Municipal Code is hereby amended to read as follows:

TABLE 2-24
OVERLAY DISTRICT ZONING MAP DESIGNATOR

Overlay District	Zoning Map Designator
Airport safety overlay district	AR1, AR2, AR3
Fire safety overlay district	FS
Floodplain safety overlay district	FP1, FP2, FP3
Geologic and seismic hazards overlay district	GH
Hillside overlay district	HS
Large animal overlay district	LA
Specific plan overlay district	SP
Senior mobilehome park overlay district	MHP

SECTION 7. Addition of Chapter 9.23.

Chapter 9.23 (Senior Mobilehome Park Overlay District) is hereby added to Title 9 (Development Code) of the Yucca Valley Municipal Code, to read as follows:

SECTION:

9.23.010: Purpose

9.23.020: Location

9.23.030: Definitions

9.23.040: Applicable Regulations

9.23.050: Age Verification and Reporting Requirements

9.23.060: Penalties/Enforcement

9.23.010: PURPOSE:

The senior mobilehome park (MHP) overlay district established by section 9.05.030, “Establishment Of Base Zoning And Overlay Districts,” and chapter 9.15, “Overlay Districts,” of this title, is created to preserve a variety and balance of housing types within the Town, and provides assurances that existing senior mobilehome parks within the senior mobilehome park overlay district will remain primarily available to seniors.

9.23.020: LOCATION:

Prior to the adoption of the ordinance adding this chapter to the code, the Town conducted age verification surveys of each of the following mobilehome parks and verified that at least 80% of each park’s occupied spaces were occupied by at least one Senior. Each of the below mobilehome parks are designated as a Senior Mobilehome Park and included within the MHP overlay district.

- Country Club Mobile Estates
- Aztec Mobile Home Park
- Gates of Spain Mobile Estates
- Apache Mobile Home Park

9.23.030: DEFINITIONS:

- A. “All-Ages Mobilehome Park” means a mobilehome park that is not a Senior Mobilehome Park.
- B. “Convert” or “Conversion” means changing from a seniors mobilehome park to an all-ages mobilehome park.
- C. “Senior” means an individual fifty-five (55) years old or older.
- D. “Senior Mobilehome Park” means a mobilehome park in which at least 80 percent of the spaces are occupied by or intended for occupancy by at least one person who is age 55 or older.

9.23.040: APPLICABLE REGULATIONS:

- E. A mobilehome park within the MHP overlay district shall be operated as a Senior Mobilehome Park. The owner of a mobilehome park within the MHP overlay district shall ensure that at least 80 percent of the mobilehomes in their mobilehome park are occupied by at least one person 55 years of age or older at all times.

- F. The signage, advertising, park rules, regulations, rental agreements, and leases for spaces in a Senior Mobilehome Park in the MHP overlay district shall state that the park is a Senior Mobilehome Park.
- G. From and after the effective date of the ordinance codified in this section, senior mobilehome parks are required to issue new leases only when at least one (1) occupant of the space is a senior. If the occupants of a space who do not meet this requirement rented the space before the effective date of the ordinance codified in this section, they shall be allowed to remain. When such occupants cease to occupy a space, the space must thereafter be rented as set forth in this section.
- H. No Senior Mobilehome Park located within the MHP overlay district shall convert to an All-Ages Mobilehome Park.

9.23.050: AGE VERIFICATION AND REPORTING REQUIREMENTS:

The Town will verify the occupancy of each senior mobilehome park to confirm its status as a senior mobilehome park at least once every two years. When a new lease is signed, the owner or operator of a park within the MHP overlay district shall verify that the lease complies with the requirements of section 9.23.040(C). On a monthly basis, the owner or operator of a park within the MHP overlay district shall provide notice to the Town of all new leases signed in the previous month and a certification that each new lease complies with the requirements of section 9.23.040(C). Each senior mobilehome park shall have procedures in place to document the percentage of occupied spaces that have at least one (1) senior. The park owner shall provide an affidavit demonstrating compliance with this documentation requirement upon request by the Town.

9.23.060: PENALTIES/ENFORCEMENT:

Failure to comply with the requirements of this section shall constitute a violation of this code, subject to enforcement in the manner and form provided for in the Town of Yucca Valley Municipal Code.

SECTION 8. Effective Date.

This ordinance shall take effect thirty (30) days after its adoption. The Town Clerk shall attest to the adoption of this ordinance and shall cause this ordinance to be posted and published in the manner required by law.

SECTION 9. Severability.

If any section, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance and each and every section, subsection,

sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 10. Publication.

The Town Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 16th day of September 2025.

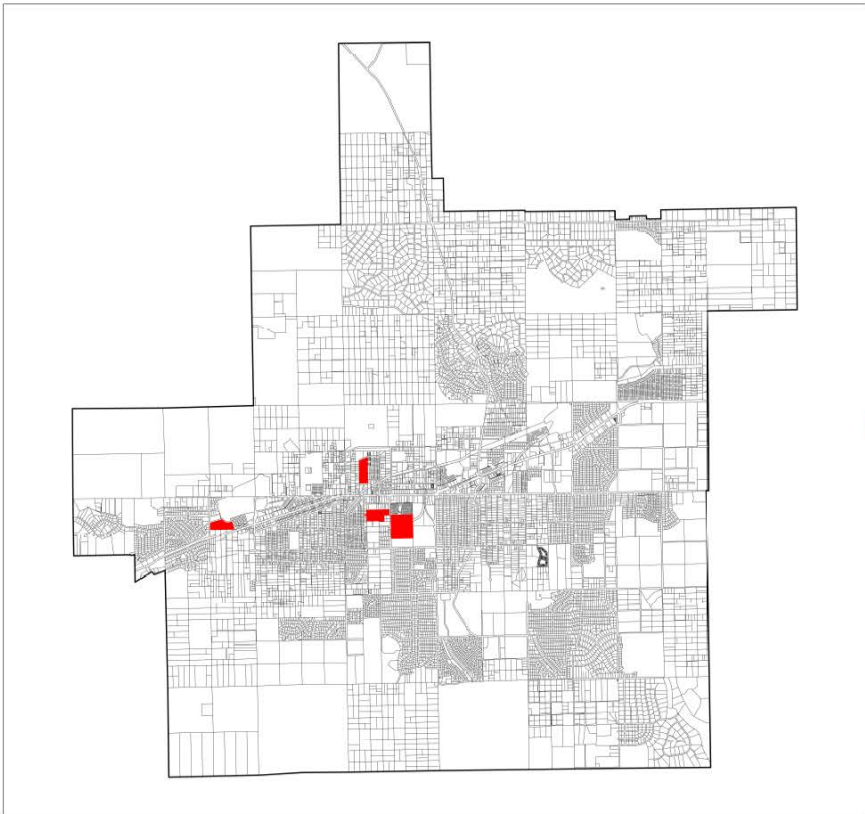
Jeff Drozd, Mayor

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

Thomas D. Jex, Town Attorney



DRAFT
**SENIOR MOBILEHOME
PARK OVERLAY
DISTRICT MAP**

PLANNING COMMISSION MEETING
JUNE 10, 2025

Legend
 Senior Mobile Home Park Overlay District



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



To: Town Council

From: Alex Qishta, Public Works Director

Date: September 9, 2025

Meeting Date: September 16, 2025

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

Recommendation:

That the Town Council adopts Resolution 25-XX, approves the specifications for Project No. 8067, and authorizes the Town Clerk to advertise and receive bids.

Prior Review:

There has been no prior review of this matter.

Discussion:

The property at 56370 Buena Vista Drive has remained vacant following the owner's death. During this period, the residence was involved in a fire incident that caused significant structural damage. Successors in interest are unable to fund remediation or demolition of the damaged structure. As a result, the Town has initiated a Public Works project for the demolition of the structure, the end of utility services, and clearing of the site.

Property title research has identified no additional lien or interest holders in the property.

Proper notice has been sent to the property owner to abate the public nuisance as required by Town regulations.

All utilities will be disconnected, and all septic tanks and leach lines will be removed and back-filled. The 56370 Buena Vista Drive Demolition Project will consist of the demolition of all structures; removal of all concrete foundations and site concrete; and disposal of all demolished materials. Additionally, testing for asbestos materials was conducted, finding no presence of asbestos in the building.

Alternatives

Staff recommends no alternative actions.

Fiscal Impact:

The 56370 Buena Vista Drive Demolition Project will use funding available from the Code Compliance department allocation for abatement and substandard building costs. A Budget Amendment may be necessary at the time of award bid award. This is a public works project as defined by state law and as such, is subject to the payment of prevailing wages. Property liens will be recorded to seek reimbursement of Town expenditures, although recovery, if successful, occurs years later depending on property disposition.

Attachments

1. NOTICE INVITING SEALED BIDS OR PROPOSALS - 56370 Buena Vista Drive Property Demolition
2. Project 8070 - Resolution

NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to a Resolution of Town Council of the Town of Yucca Valley, directing this notice, NOTICE IS HEREBY GIVEN that the Town of Yucca Valley will receive at the office of Town Clerk of the Town of Yucca Valley, located at 57090 29 Palms Hwy., Yucca Valley, California 92284 on or before the hour of **2:30 P.M. on the Thursday, October 9, 2025**, sealed bids or proposals for the Construction of:

Project No. 8070: 56370 BUENA VISTA DRIVE PROPERTY DEMOLITION PROJECT

in said Town of Yucca Valley. Bids will be opened and publicly read immediately thereafter. Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of:

Project No. 8070: 56370 BUENA VISTA DRIVE PROPERTY DEMOLITION PROJECT

Non-Mandatory Pre-Bid Meeting will be held on **Tuesday September 30, 2025, at 10:30 a.m.**, in the Community Development and Public Works Office located at 58928 Business Center Drive, Yucca Valley, CA 92284.

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, CA 92284, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site. These wages are available from the California Department of Industrial Relations' Internet web site at <<<http://www.dir.ca.gov/dirdatabases.html>>>. General prevailing wage rates, in effect ten (10) days prior to the actual Bid Opening, which have been predetermined and are on file with the California Department of Industrial Relations are referenced and made a part thereof.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work. Attention is directed to the provisions

in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

SUBCONTRACTED WORK: The name, Contractor License Number and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by Town to be submitted may be submitted with the bid or may be submitted to Town up to 24 hours after the deadline established herein for receipt of bid. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

YOU MUST SUBMIT with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town of Yucca Valley in an amount equal to at least ten percent (10%) of the bid as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town of Yucca Valley. If the Town of Yucca Valley awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. No proposal will be considered from a Contractor who is not licensed as a **Class "A", Class C-21, or APPROPRIATE CLASS** contractor, at time of bid, or to whom a proposal form has not been issued by the Town of Yucca Valley.

The work is to be done in accordance with the plans and specifications on file in the Office of the Town Engineer. Electronic Copies of the specifications shall be available to be downloaded (copied) from the TOWN's website for bids/public works.

The Contractor may, upon the Contractor's request and the Contractor's sole cost and expense, substitute authorized securities in lieu of money withheld (performance retention).

The successful bidder will be required to enter into a contract satisfactory to the Town of Yucca Valley. The Town of Yucca Valley reserves the right to reject any and all bids, or to waive any irregularities in the bids.

By: _____
Town Clerk
Town of Yucca Valley

TOWN OF YUCCA VALLEY TOWN COUNCIL STAFF REPORT

RESOLUTION NO. 25-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE SPECIFICATIONS FOR THE 56370 BUENA VISTA DRIVE PROPERTY DEMOLITION PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

WHEREAS, it is the intention of the Town of Yucca Valley to improve construct certain improvements in the Town; and

WHEREAS, the Town has prepared specifications for the construction of certain improvements.

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

SECTION 1: The specifications presented to the Town Council are hereby approved as the plans and specifications for: **56370 Buena Vista Drive Property Demolition Project, Town Project No. 8070.**

SECTION 2: The Town Clerk is hereby authorized and directed to advertise as required by law for the receipt of sealed bids or proposals for doing of the work specified in the aforesaid plans and specifications, which said advertisement shall be in form and content as approved by the Town Attorney and a copy of this Resolution shall be contained in each specification package for the work.

NOTICE INVITING SEALED BIDS OR PROPOSALS

Pursuant to a Resolution of Town Council of the Town of Yucca Valley, directing this notice, NOTICE IS HEREBY GIVEN that the Town of Yucca Valley will receive at the office of Town Clerk of the Town of Yucca Valley, located at 57090 29 Palms Hwy., Yucca Valley, California 92284 on or before the hour of **2:30 P.M. on the Thursday, October 9, 2025**, sealed bids or proposals for the Construction of:

Project No. 8070:

56370 BUENA VISTA DRIVE PROPERTY DEMOLITION PROJECT

in said Town of Yucca Valley. Bids will be opened and publicly read immediately thereafter. Bids must be made on a form provided for the purpose, addressed to the Town of Yucca Valley marked: Bid for Construction of

Project No. 8070:
56370 BUENA VISTA DRIVE PROPERTY DEMOLITION PROJECT

Non-Mandatory Pre-Bid Meeting will be held on **Tuesday September 30, 2025**, at **10:30 a.m.**, in the Community Development and Public Works Office located at 58928 Business Center Drive, Yucca Valley, CA 92284.

PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Town Engineer, 58928 Business Center Drive, Yucca Valley, CA 92284, and are available to any interested party on request. The Town also shall cause a copy of such determinations to be posted at the job site. These wages are available from the California Department of Industrial Relations' Internet web site at <<<http://www.dir.ca.gov/dirdatabases.html>>>. General prevailing wage rates, in effect ten (10) days prior to the actual Bid Opening, which have been predetermined and are on file with the California Department of Industrial Relations are referenced and made a part thereof.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to the Town, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

In accordance with the provisions of § 1777.5 of the Labor Code, as amended, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the work. Attention is directed to the provisions in §§ 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

SUBCONTRACTED WORK: The name, Contractor License Number and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by Town to be submitted may be submitted with the bid or may be submitted to Town up to 24 hours after the deadline established herein for receipt of bid. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1999.1 or 1777.7 of the Labor Code.

YOU MUST SUBMIT with your proposal cash, cashier's check, certified check, or bidder's bond, payable to the Town of Yucca Valley in an amount equal to at least ten percent (10%) of the bid as a guarantee that the bidder will enter into the contract if the same is awarded to him, and in the event of failure to enter into such contract said cash, cashier's check, certified check, or bond shall become the property of the Town of Yucca Valley. If the Town of Yucca Valley awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied to the difference between the low bid and second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

The Contractor shall be required to post a bond in the amount of 100% of the contract price and a labor and material bond equal to 50% of the contract price. No proposal will be considered from a Contractor who is not licensed as a **Class "A", Class C-21, or APPROPRIATE CLASS** contractor, at time of bid, or to whom a proposal form has not been issued by the Town of Yucca Valley.

The work is to be done in accordance with the plans and specifications on file in the Office of the Town Engineer. Electronic Copies of the specifications shall be available to be downloaded (copied) from the TOWN's website for bids/public works.

The Contractor may, upon the Contractor's request and the Contractor's sole cost and expense, substitute authorized securities in lieu of money withheld (performance retention).

The successful bidder will be required to enter into a contract satisfactory to the Town of Yucca Valley. The Town of Yucca Valley reserves the right to reject any and all bids, or to waive any irregularities in the bids.

By order of the Town Council this 16th day of September 2025.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

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



To: Town Council

From: Lesley Copeland, Town Clerk

Date: September 9, 2025

Meeting Date: September 16, 2025

Subject: Cal Cities 2025 Voting Delegate and Alternate for the Business Meeting of the 2025 League of California Cities Annual Conference

Recommendation:

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

Prior Review:

None for this item.

Discussion:

The League of California Cities Annual Conference will be held October 8-10, 2025 in Long Beach, CA, with the business meeting to be held on Friday, October 10, 2025. Each city is asked to formally designate a member as the voting delegate and up to two members as alternates. During the annual business meeting when the policies of the League of California Cities are adopted, the designee shall be authorized to cast votes on behalf of the Town. Only persons so designated are allowed to vote. Traditionally, the Mayor casts the ballot, with another Council Member appointed as an alternate in the event the Mayor is unable to vote for any reason. Mayor Drozd is unable to attend this meeting and has requested representation through other attendees of the Conference. Mayor pro tem Abel and Councilman Schooler are available to serve in this capacity.

Alternatives

None Recommended

Fiscal Impact:

None

Attachments

1. 2025-voting-delegate-information-packet

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 8, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 9, 7:30 a.m.-4:00 p.m. On Friday, Oct. 10, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

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



To: Town Council

From: Clayton Rardon, Recreation Supervisor

Date: September 11, 2025

Meeting Date: September 16, 2025

Subject: 2025 Public Art Program – Utility Box Program

Recommendation:

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

Prior Review:

The Council has not previously reviewed this item.

Discussion:

The Utility Box Program is an element of the Art in Daily Lives component of the Public Art Program, aimed at embedding public art throughout the community, as well as providing local artists an opportunity to showcase their art in high-traffic areas. The program involves a Call for Artists to submit artwork aimed at vinyl wrapping utility boxes at high visibility/traffic locations in Town. This is a popular style of program nationwide, for several reasons: utility boxes are often drab and unassuming colors, they are frequently the target of graffiti/vandalism (the rate of which the Public Art vinyl wraps reduces), the program engages local artists allowing them to showcase their work, and simultaneously beautifies key areas of the community. The Town's 2024 program saw 12 submissions received with 6 boxes wrapped, which were very well received by residents.

As part of the 2024-26 Public Art Program line-up, additional utility boxes were identified for enhancement, and a Call for Artists was released. At its August 2025 meeting, the Parks, Recreation, and Cultural Commission received a presentation from staff regarding the Utility Box Art Program. Staff reported that 61 submissions were received from 52 artists or artist teams in response to the Town's Call for Art. The Commission reviewed all submissions during the meeting, discussed box locations and design adaptability, and heard public comments from several participating artists. Commissioners commended the quality and diversity of the submissions and affirmed staff's ability to work with selected artists on formatting artwork for installation. Following deliberation, the Commission unanimously approved a motion to recommend 12 selected artworks for Town Council consideration upon completion of the required 30-day public comment period.

The PRC Commission meeting minutes of June 11, 2025 are attached to this report to provide background on

the commission's selection process. At its meeting of September 10, 2025, the PRC Commission reviewed the 97 public comments and reaffirmed its approval of the prior selections. Presently, the program is at Step 5 of the timeline, and the Council is asked to accept the recommendation of the Parks, Recreation and Cultural Commission, approving the 12 selected artworks as the art installations for the Utility Box Program.

The timeline for the program is as follows:

1. March 27th – May 5th Call-for-Artists to provide Utility Box designs.
2. June 11th – PRCC select 12 submissions for public comment/Council recommendation.
3. July 10th through August 10th – 31-day public comment period of the selected artwork.
4. September 10th – PRCC review of public comments and affirmation of TC recommendation.
5. **Scheduled September 16th – Town Council review/approval of PRCC recommendation**
6. Scheduled Oct 6th November 13th – Installation of art

Artist Submissions

Individuals, or teams of artists, 7th grade and up from Yucca Valley and surrounding communities, were invited to share a detailed explanation of their artistic vision for works of art to be vinyl wrapped on utility boxes at high visibility locations around town. The artists chosen for this installation will receive a \$500 stipend. This Call for Artists yielded 61 submissions. Artists who submitted applications were invited and encouraged to attend the Commission meeting. Each application included:

- Artists Application and Agreement
- Resume and a minimum of two examples of prior work
- Detailed description of the art piece intended
- In lieu of an Artist Statement and Resume, Youth (17 & under, minimum 7th grade) entries may provide a paragraph on their design inspiration and why they would like to be selected.

The 12 selected art submissions included:

1. Matt Adams- Warren's Well
2. Ashley Adams-Spring on the Mesa
3. Marsha Geiger- Watering Hole
4. Melissa Friel- The Desert Dreams in Color
5. Prescott McCarthy- A Place to Call Home
6. Lili Todd-There is Magic All Around Us
7. Krista Wargo- Plants of the Desert
8. Linda Shrader- Yucca Valley Sunset
9. Zebulon Zang- Before the Rain
10. Cecelia Romero- Desert Dreamscape
11. Rosa Cruglez- Natural Biodiversity of Yucca
12. Sharra Salter- Dimensions

Background - 24-26 Public Art Programs

The Utility Box Program is part of a Public Art Program line-up approved for the 2024-26 FY with oversight by the Parks, Recreation and Cultural Commission. A summary of the Public Art Programs is provided below as reference.

Art in Daily Lives

- 2024 Utility Box Art Program (complete)
- 2024 Summer Music Festival Enhancement (complete)
- 2025-26 Utility Box Art Program (in progress)
- 2026 Summer Music Festival Enhancement (Call for Artists Opens Jan 2026)

2026 Mural Program (Call for Artists Opens March 2026)

Temporary Art Installation

2024 Yucca Valley Branch Public Library Art Installation (complete)

2025 Yucca Valley Branch Public Library Art Installation (current installation)

2026 Yucca Valley Branch Public Library Art Installation (2-3 year, Opens Sept 2025)

Town Entry Beautification

Yucca Valley West Entrance Monument Sign Conceptual Design (in progress)

Public Art Exhibit & Fundraising

2026 Coyote Call (Call for Artists Opens Nov 2025)

Alternatives

No alternatives recommended.

Fiscal Impact:

The program is funded through Special Revenue Fund 635 Public Art Fund, approved by the Town Council in October 2022.

Attachments

1. 2025.9.16 Staff Report - Utility Box Art Installation, PRCC Meeting Minutes
2. 2025.9.16 TC Staff Report - Utility Box Art Installation, Selected Artwork
3. 2025.9.16 TC Staff Report - Utility Box Art Installation, Applications

document that is completed. We hired a consulting firm to do that, and the process took about 6-8 months to complete. The cost of this process was about \$60,000. We finished that process and then applied to move the Joshua Trees in December 2024. To this day we still do not have that permit. We are very close to getting that permit and think we will have it in a week or two. Hopefully we can start the work around August. It is anticipated that the construction will take 6-8 months to finish. The second project is the Yucca Valley Arc project. The walls have gone up and you may have noticed a large crane. It is very exciting. Community Development would like to invite the PRC Commission to do a walk through of the site. The third project is the Senior Center Modernization Project. The construction is scheduled to be completed in November 2025. A change order will be brought to council for new flooring, paint and window coverings. Thank you for your time!

APPROVAL OF AGENDA

Recommendation:

Approve the meeting agenda as prepared.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Matt Rauch, Commissioner

SECONDER: Ed Keesling, Commissioner

AYES: Brady, Burns, Keesling, Rauch, Wilcox-Ledua

CONSENT AGENDA

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Matt Rauch, Commissioner

SECONDER: Audry Wilcox-Ledua, Commissioner

AYES: Brady, Burns, Keesling, Rauch, Wilcox-Ledua

2. Parks, Recreation & Cultural Commission - Regular Meeting - May 14, 2025 5:30 PM

DEPARTMENT REPORTS

3. Public Art Program Art in Daily Lives – Utility Box Program

Clayton Rardon, Recreation Supervisor, presented the staff report. For this Utility Box Program, the staff recommendation is for the PRC commission to select 12 submissions and send the selections to the Town Council after the completion of the public comment period. 61 total submissions were submitted in the Call for Art by 52 different artists/teams. All submissions can be seen in the full agenda packet. Clayton gave an overview of the locations of the utility boxes. All locations are high traffic and high visibility, so they are great locations to display the art. The artwork will be on display throughout the lifespan of the vinyl wrap. All submissions were displayed at the meeting. The full slide show of the submissions can be seen in the full agenda packet. The PRCC was given a selection sheet that had space for notes.

Public Comment:

Linda Shrader, artist for submission called *Yucca Valley Sunset*-I have been a public artist since 2001. I am a lifelong resident of Yucca Valley. I have donated a lot of my time to schools and non-profits organizations with fundraisers. When I submitted, I did hope that the website had a list of the utility box locations. The template of the submission was also confusing. Can we adjust the design depending on the utility box that is chosen? I would be honored to have my art displayed. Thank you for the opportunity.

Krista Wargo, artist for submission *Plants of the Desert*-I was really excited to hear that we were going to have some more public art here in town. My piece was inspired by all the spring flowers. I have lived in Yucca Valley since 95. I taught here for 25 years and pursuing more of my art now that I am retired. I had trouble with the template, but I am able to adjust my artwork to what it needs to be. Thank you!

Vandela Jasmine, artist for submission *Clouds* - Thank you for the opportunity. It is very hard for us to put our art and name out there. I graduated from Copper Mountain College with my AA in Art History and Studio Art. I am currently enrolled in Cal State San Bernardino studying Art History. I work at a local cultural museum down in Palm Springs. My submission is clouds, an acrylic on canvas. I do a psychedelic and whimsical style. I lived in Joshua Tree and would always look at the sky. The sky is the most beautiful thing out here. I really hope you pick my submission. Thank you.

Sharra Salter, artist for *Untamed Desert and Dimensions*- I am so excited. The reason that I submitted a couple pieces is because I love seeing art on buildings around town. I am currently stationed here with my husband. I was born in California and have been all over the United States over the last 15 years with my husband. I absolutely love the sunsets here. My mother painted a mural and was able to see it in person. I would love the opportunity for my kids to see my art as well. Thank you.

Jenni Bate, artist for *1274 The Four Hours of Equinox*- Thank you for letting me speak. I have been showing artwork in the hi-desert over the last 12 years. I have done a couple of mural on boxes before in the low desert. This opportunity will allow me to present my work in a vinyl wrap form which is the only way it can be presented. Thank you!

Matt Adams, artist for *Warren's Well*- Thank you for the opportunity. I have lived in Yucca Valley for eleven years. I have done illustrations for various business in town such as Pappy and Harriets. I love the desert scenery, I incorporate it in a lot of my art. I really like the current utility boxes that are out there. My piece can be cropped to adapt to the box. Thank you so much.

Commissioners Comments/Questions:

Vice Chair Rauch- I had some questions about the template. This was brought up in some of the public comments. Some of these submissions are not in the rectangular format. For example, the Neon Joshua Tree. Are those types of submissions feasible for us?

Clayton Rardon- I have some notes from the public comment. Similar to the last time, we did not reject anyone if they did not follow the template exactly. Some of these submissions would be difficult to wrap especially if they are tall and skinny images. We can work with artists to stretch or crop to make it fit on the box. We included some language in the application and agreement that town staff will work with the artist. Another comment about the map of locations, staff has put up a Google map with stars on it to pinpoint the location of the current utility boxes. The next step for that map is to add gps coordinates to make it more exact.

Vice Chair Rauch- For the website it would be good to add pictures and files of the piece, the artists and part of the application.

Clayton Rardon-That is phase 3. To add links to the information on the art piece.

Vice Chair Rauch-For some of these submissions that are longer than skinny, I am pleased that we can work with the artist. Krista Wargo's submission is fantastic, if the commission likes it she can adjust the format to make it work.

Sue Earnest-In the last round of the utility boxes call for art staff was able to work with all the artists to make modifications.

Commissioner Keesling- Thank you to all of the artists who submitted. You have all done an amazing job and it will make it difficult to make a selection. Great work.

Vice Chair Rauch- For those who are here and online, if your piece is not selected today just know our program is growing and we will have more rounds of this coming to. We will be replacing boxes at some point too so please submit again.

Commissioner Burns- You stole the words out of my mouth. These are all so inspiring and I am very excited to see so much enthusiasm for this project. I wish you all the best for your submissions, unfortunately we cannot choose them all. They are all very nice.

Commissioner Wilcox-Ledua-Thank you all for submitting. This is fun for me, this is the first time for me to see submissions and vote on them. It is exciting, but it is definitely hard to narrow it down to 12. I am glad we are able to choose 12 instead of 6 like originally planned.

Chair Brady- 61 submissions compared to 13 submissions in the first round has shown exponential growth. This public art program as a whole is booming. Like Chair Rauch said, if you do not get selected this time do not give up. We will have more programming like this in the future.

The commission took a recess at 6:15pm. The item was brought back to the commission at 6:47pm.

Commissioner Keesling- Congratulations on the good Choices

Chair Brady- If you did not get selected, please look for other Call for Art.

Selected Submissions:

1. Matt Adams- Warren's Well
2. Ashley Adams-Spring on the Mesa
3. Marsha Geiger- Watering Hole
4. Melissa Friel- The Desert Dreams in Color
5. Prescott McCarthy- A Place to Call Home
6. Lili Todd-There is Magic All Around Us
7. Krista Wargo- Plants of the Desert
8. Linda Shrader- Yucca Valley Sunset
9. Zebulon Zang- Before the Rain
10. Cecelia Romero- Desert Dreamscape
11. Rosa Cruglez- Natural Biodiversity of Yucca
12. Sharra Salter- Dimensions

Motion is to select 12 submissions to forward to Town Council after the 30-day public comment period.

MOTION:

The Commission recommends that the 12 selected works of art for the Public Art Program Art in Daily Lives - Utility Box Program, to be forwarded to the Town Council upon completion of the public comment review.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ed Keesling, Commissioner

SECONDER: Audry Wilcox-Ledua, Commissioner

AYES: Brady, Burns, Keesling, Rauch, Wilcox-Ledua

4. ~~Fall/Winter 2024/25 Youth Basketball Program Review~~

~~Jakub Kusmeriuk, Recreation Supervisor, presented the staff report. Supervisor Kusmeriuk - I am pleased to report the recap for the 2024-2025 Youth Basketball Program. The Pee-Wee League returned this season after a 9 year hiatus. I want to thank staff for their hard work and dedication. They all did a great job. We invested in our coaches with training including coaching clinics and courses in National Alliance of Youth Sports (NAYS). Pee Wee League had 41 players and the youth league had 243 players. Supervisor Kusmeriuk also gave a financial summary as well as a survey response summary.~~

~~No Public Comment~~

~~Commissioner Comments/Questions:~~

~~Commissioner Keesling- I am very impressed with the youth basketball program this year. I think you all did a great job. I am glad to see the kids starting at a young age in Pee-Wees. Having Pee-Wees is a good move. Keep it up.~~

~~Vice Chair Rauch-Thank you to all our community partners that help to add to that program such as the church and other facilities. I am excited to see growth let's keep it going. I like that we added the LA84 coaches training, it definitely paid off. Also, thanks to staff for working those programs.~~

Ashley Adams

Submission: Spring on the Mesa



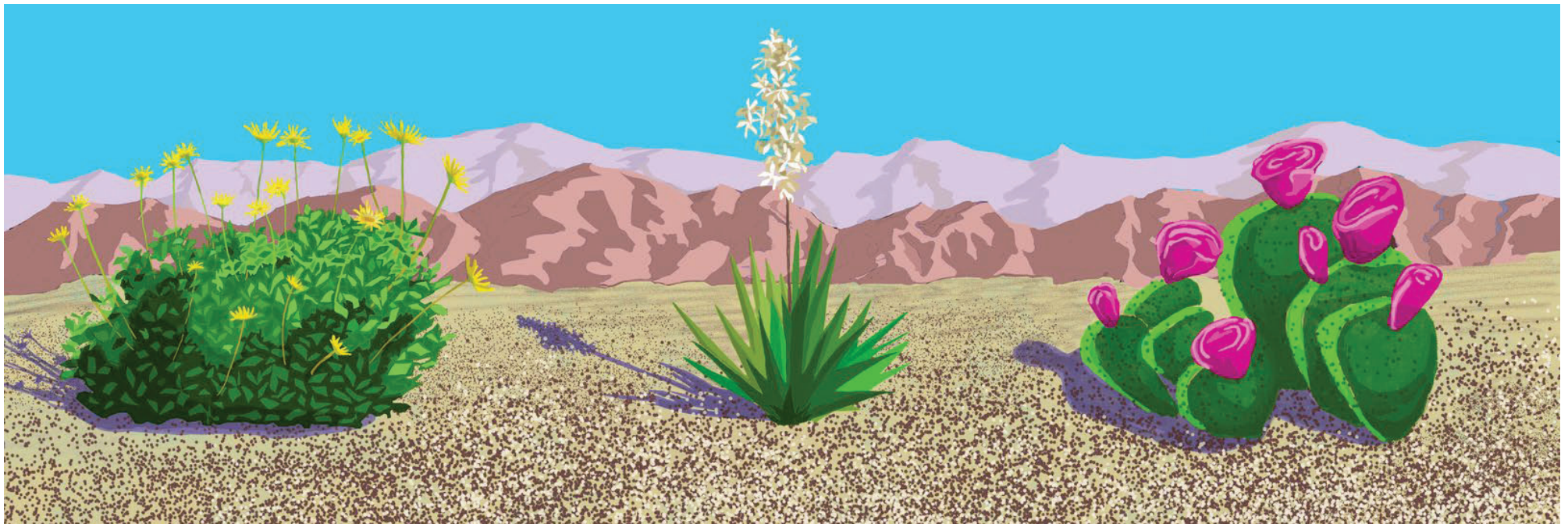
Cecelia Romero

Submission: Desert Dreamscape



Krista Wargo

Submission: Plants of the Desert



Lili Todd

Submission: There is Magic All Around Us



Linda Shrader

Submission: Yucca Valley Sunset



Marcia Geiger

Submission: Watering Hole



Matt Adams

Submission: Warren's Well



Melissa Friel

Submission: The Desert Dreams in Color



Prescott McCarthy

Submission: A Place to Call Home



Rosa Cruglez

Submission: Natural Biodiversity of Yucca



Sharra Salter

Submission: Untamed Desert



Zebulon Zang

Submission: Before the Rain



Artist or Art Group Name:

Ashley Adams

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

56595 Desert Gold Drive

Yucca Valley Ca 92284

*** Email**

ashleyreeneadams000@gmail.com

Cell number:

(718) 644-5496

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Technicolor Sunset

Description:

Vibrant evening sunset across the desert scrub with deep blue mountains in the distance. Heavy use of line and movement in gouache.

* Attachment

[AshleyAdamsTechnicolorSunset.png](#)

*** 2. Title of work:**

Purple Agave

Description:

Plant study with watercolor and oil pastels of an agave with an emphasis on texture.

* Attachment

[AshleyAdamsPurpleAgave.png](#)

*** I certify that I have created the above artwork (please initial):**

AA

Design for Utility Box Installation: Title of work:

Spring on the Mesa

Brief Description:

Bright and cheery vignettes of botanical scenes from the mesa. This work features playful edgings and whimsical use of detail to showcase each individual portrait.

* Image of Design

[Spring on the Mesa Electrical Box Entry20250429_19.jpg](#)

[Utility Box Template](#)

* Resume

[Ashley Adams Teaching Resume .pdf](#)

Application Packet

Please confirm that your application packet includes:

o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)

o Artist Statement

o Artist Agreement

o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Ashley R Adams

Date and Time

04/29/2025 8:24 PM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

04/29/2025 8:24 PM

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Ashley R Adams

* Date and Time

04/29/2025 12:00 AM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Ashley Adams

Date and Time

04/29/2025 8:29 PM

Parent/Guardian (if artist is a minor, parent signature is also required)

SKIPPED

Date and Time

****SKIPPED****

Ashley Adams

718.644.5496

ashleyreneeadams000@gmail.com

CAREER OBJECTIVE

Quality-oriented education professional with over eight years of experience and a high attention to detail. Aiming to leverage my skills to successfully support all stakeholders and facilitate achievement through thoughtful and culturally responsive programs.

EXPERIENCE

7th and 8th Grade Art Teacher

2021-Present

Potomac Shores Middle School
Dumfries, VA

- Developed and executed a project-based curriculum focused on standards-based learning and exploration of mediums
- Promoted to Department Chair in November 2021
- Initiated observation rotations and collaborative work sessions within the Art Department
- Worked with Prince William County and James Madison University to mentor student-teacher
- Evaluated students progress using detailed and technical skills-based rubrics

7th Grade Art and Literacy Teacher

2015-2021

Alliance Kory Hunter Middle School
Los Angeles, CA

- Developed and implemented a rigorous, differentiated literacy-centered curriculum with a focus on personal identity and evidence-based writing
- Collaborated with colleagues to address individual and grade level needs as well as implement cross-curricular projects
- Evaluated students progress using project-based learning with detailed rubrics
- Initiated and facilitated student-led classroom debates and discussions
- Organized and led multiple successful field trips
- Worked with the Los Angeles County Museum of Art to build community partnerships

EDUCATION

LOYOLA MARYMOUNT UNIVERSITY
LOS ANGELES, CA

Master of Arts Secondary Education (Jun 2014)

VIRGINIA COMMONWEALTH UNIVERSITY
RICHMOND, VA

Bachelor of Arts Kinetic Imaging (Jun 2009)

CERTIFICATIONS

- Virginia Postgraduate Professional License, Visual Arts 2021-2031
- California Single Subject Teaching Credential, Art 2017





Artist or Art Group Name:

Cecilia Romero

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

3913 Lennox Ave

Yucca Valley CA 92284

*** Email**

ceciliapaints@gmail.com

Cell number:

(323) 847-6746

Home number:

(323) 847-6746

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Medicine Woman

Description:

"Medicine Woman" is a vibrant tribute to Cecilia Romero's Native American ancestry and the spiritual guidance of the mystical owl. Infused with symbolism and reverence, this 8' x 4' mural was live painted during the 2024 Joshua Tree Music Festival. With bold color and sacred energy, the piece honors feminine strength, ancestral wisdom, and the healing power of spirit medicine.

* Attachment

[CeciliaRomero_MedicineWoman_2.jpeg](#)

*** 2. Title of work:**

Realm of Spirit

Description:

"Realm of Spirit" is a vibrant tribute to Cecilia Romero's deep connection with animal spirit totems, particularly the hawk and eagle, which symbolize vision, power, and transformation. Created with full creative freedom, this piece was commissioned by the Joshua Tree National Park Association and later raffled to support the closing art show for the Artistas Afuera program. Blending bold color with symbolic imagery, the work reflects Cecilia's passion for spiritual themes and the natural world.

* Attachment

[CeciliaRomero_RealmofSpirit24_1.jpg](#)

*** I certify that I have created the above artwork (please initial):**

CR

Design for Utility Box Installation: Title of work:

Desert Dreamscape

Brief Description:

"Desert Dreamscape" is a vibrant celebration of the magical landscape and rich ecosystem of Yucca Valley. Inspired by the surreal beauty of our desert sunsets, this piece blends native wildlife like the bighorn sheep, jackrabbit, quail, and blooming cactus with a dreamlike color palette. The work captures the feeling of living in a waking dream —where every sunset paints the sky in brilliant, otherworldly hues. My goal was to reflect the wonder I feel daily and share the joy and color of our natural surroundings with the community.

* Image of Design

[CeciliaRomero.DesertDreamscape.JPG](#)

[Utility Box Template](#)

* Resume

[CV_CeciliaRomero.pdf](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Artist Signature (Name)

Date and Time

05/05/2025 10:01 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

05/05/2025 10:01 AM

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Cecilia Romero

* Date and Time

05/05/2025 10:01 AM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

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Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

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Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Cecilia Romero

Date and Time

05/05/2025 10:01 AM

Parent/Guardian (if artist is a minor, parent signature is also required)

****SKIPPED****

Date and Time

****SKIPPED****

Cecilia Romero

3913 Lennox Ave. CeciliaPaints@gmail.com

Yucca Valley, CA 92284 (323) 847-6746

CeciliaPaints.com

Honors & Awards

Estrella Jalisco's Artist in Residence "Salud Your Star" Campaign, Estrella Jalisco, South Los Angeles 2020

Publications

Downtown Los Angeles News , Annika Tomlin, *Local 'Starr' memorialized in vibrant mural* ([URL](#)), Downtown Los Angeles News , 2020, Downtown Los Angeles News , LA, California, United States pgs.

Public Art Commissions

Digital Mural , Walmart , Rialto, CA, \$1,100	2023
Aztec Ascension , Delicias Mexican Cuisine , Desert Hot Springs, CA, \$7,000	2022
Lion Mural for Twitch Offices , Twitch Offices , DTLA, CA, \$2,000	2022
Lion Mural for Private Client , Private Residence, Palm Desert, CA, \$1,800	2022
Cosmic Connection Mural , Akumal Arts Festival, Akumal, Mexico	2022
Live Painted Canvases for Visa & NFL , Los Angeles Convention Center, LA, CA, \$6,000	2022
Three Custom Canvases for "Sonoritas" Restaurant , Sonoritas , DTLA, CA, \$6,000	2022
Mural for Bozal Mezcal , Out There Bar , Twentynine Palms, CA, \$1,500	2022
Mural & Workshop for RCC, Refugee Children's Center, San Fernando Valley, CA, \$2,850	2022
Mural for Bungalow Paradise , Bungalow Paradise Recording Studio, Riverside, CA, \$1,200	2021
Mural for Madre Mezcal , Out There Bar , Twentynine Palms, CA, \$1,000	2021
World of Wonder , Hillcrest Drive Elementary, West LA, CA, \$6,000	2021
Tiny House Village Murals for ZHC & Hope of the Valley , Highland Park, Highland Park, LA, CA, \$750	2021
Estrella Jalisco's Artist in Residence "Salud Your Star" Campaign Mural , South LA, CA, \$8,000	2020
Office Logo Mural for Abstraction Media , Abstraction Media, West LA, CA, \$1,100	2020
Lion Mural for Max Amini Offices , Max Amini Offices, West LA, CA, \$1,500	2020
Logo Mural for Fitness Bureau Training Facility , Fitness Bureau Training Facility, Commerce, CA, \$1,100	2020
Urban Jungle , Knotel, LA, CA, \$9,000	2019
Tuff Tiger Mural , Tuff Contender Offices, Echo Park, LA, CA, \$1,500	2019
Cow Skull Mural , Print Renegades , DTLA, CA, \$1,000	2019
School Mural for Akumal Arts Festival , Akumal Secondary School, Akumal, Mexico, \$2,000	2019
Mural for Desert Daze Music Festival , Desert Daze Music Festival, Lake Perris, CA	2018
Spirit of the Siren Mural , Akumal Arts Festival, Akumal, Mexico	2018
Coyote Fever Mural , Little Joy Cocktails, Echo Park, LA, CA, \$3,000	2018
Hummingbird Goddess Mural , Private Residence, Silverlake, LA, CA, \$1,100	2016
Live Painted Canvas for "Ur Art Festival" , "Ur Art Festival", Santa Monica, CA, \$400	2015
Angel Wing Mural for School of Gymnastics , School of Gymnastics , Culver City, CA, \$700	2015
Commercial Mural for Yummy.com , Yummy.com Grocery, Silverlake, LA, CA, \$5,000	2015
Tomato Eyes Mural , Yummy.com Grocery, West LA, CA, \$2,500	2015
Mural for Lucha Underground TV Show , Lucha Underground TV Show, LA, CA, \$1,400	2014
Mural for Stone Malone Art Gallery , Stone Malone Art Gallery, LA, CA	2014
Orange Eyes Mural , Yummy.com Grocery, Silverlake, LA, CA, \$1,100	2014
Hallway Mural for Yummy.com , Yummy.com Grocery, Silverlake, LA, CA, \$2,500	2014
Skate Shop Mural , Smoking Gun , LA, CA	2013
Colors of Emotion , Image Auto Collision Center, LA, CA	2012
Oakland Art Collective , Oakland Art Collective, Oakland, CA	2012

Exhibitions

"Hwy 62 Art Tours" Cecilia Paints, Solo Exhibition, Open Art Studio & Gallery in Yucca Valley, Yucca Valley, CA 2023 & 2022

"Hwy 62 Art Tours" Group Art Show, Group Exhibition, Joshua Tree Art Gallery, Joshua Tree, CA 2022

"Trails", Group Exhibition, Twentynine Palms Art Gallery, Twentynine Palms, CA 2021

'Yay! LA's' Re-launch Party (art show, comedy, music), Group Exhibition, DTLA, LA, CA 2019

California Fire Foundation Charity, Group Exhibition, The Avalon, Hollywood, CA 2015

<i>Cancer Charity Art Show & Auction</i> , Group Exhibition, Refuge Salon, Echo Park, LA, CA	2014
<i>Exuberance</i> , Solo Exhibition, Stone Malone Art Gallery, West LA, CA	2014
<i>'Real Villains for Phony Heroes'</i> , Group Exhibition, Bliss Art House, Hollywood, CA	2013
<i>Art and Friends</i> , Group Exhibition, DTLA, LA, CA	2013
<i>L'Art Pour L' Art, LA Be Mine</i> , Group Exhibition, The Holding Co., LA, CA	2013

Affiliations

Artistic Entertainment,	2017 - 2018
Grosh Scenic Backdrops,	2016 - 2020
Artistic Entertainment,	2014 - 2015
Cecilia Paints,	2012 - Present

Education

Yoga & Ayurveda Certification, Mas Vidal & The Dancing Shiva School of Ayurveda & Yoga	2018
Art Center, Art Center College of Design	2016
Barnsdall Art Park Foundation, Barnsdall Art Park Foundation	2010
John Marshal High School, High School Diploma	2009



@cecilia_paints

Cecilia





Artist or Art Group Name:

Krista Wargo

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

56333 Vaduz Ave

Yucca Valley CA 92284

*** Email**

kristart21@gmail.com

Cell number:

(760) 799-8115

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

From the Other Side

Description:

Oil painting of a desert landscape including a Parry's Nolina and Encelia. This particular painting was one of 100 I did during the 100 Day Project in 2024.

* Attachment

[Krista Wargo.From the Other Side.JPG](#)

*** 2. Title of work:**

In the Sunshine

Description:

A digital painting of some plants in front of a window. The plants are a combination of observed plants, an arrowhead plant and a Zz plant, as well as some fantasy flowers from my imagination.

* Attachment

[krista wargo.in the sunshine.JPG](#)

*** I certify that I have created the above artwork (please initial):**

kw

Design for Utility Box Installation: Title of work:

Plants of the Desert

Brief Description:

A digital painting depicting a row of common desert plants: Encelia, a blooming Yucca, and beavertail cactus, with our iconic sunlit mountains in the background. I realized that I probably should have had four plants to accommodate the four sides of the utility box and that could be done. I would add either desert globe mallow or cholla. I could adapt these images to be proportional to the actual utility box on which they would be displayed. I noticed that the boxes had a variety of sizes so I made this image generic.

* Image of Design

[krista wargo.Plants of the Desert.JPG](#)

[Utility Box Template](#)

* Resume

[Artist Resume, statement and bio.docx](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Krista Wargo

Date and Time

05/04/2025 8:25 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Krista Wargo

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05/04/2025 8:25 AM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

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The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

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Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

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Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

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B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Krista Wargo

Date and Time

05/04/2025 8:25 AM

Parent/Guardian (if artist is a minor, parent signature is also required)
SKIPPED

Date and Time
SKIPPED

Krista Wargo

artist

Contact

56333 Vaduz Ave
Yucca Valley, CA 92284
Kristart21@gmail.com

760-799-8115

Education

University of Wisconsin - Madison
BA – Painting
1985
Cal State University San
Bernardino
MA – Special Education
1995

Media

Oils
Gouache
Watercolor
Linoleum Block Prints
Digital Art

Objective

Public Art – Utility Box

Exhibition History (selected)

Sep. 2024
JTGOCA: Joshua Tree Gallery of Contemporary Art
Greater Joshua Tree Art Expo: Water in the Desert
Juried exhibition

July 2024
HDA Gallery
Inaugural Show: Legacy Members

January 2024
The Galen, Palm Desert
Paint the Desert
Plein Air and Landscape Show

Art Organization Affiliations

HDA Gallery, Yucca Valley, CA
DAC (Desert Art Center), Palm Springs, CA
AC (Artist Center), Palm Desert, CA

Website

<https://kristawargo.com/>

Social Media

IG: @kristart21

Artist Statement – Krista Wargo

Nature is my muse. I find my greatest enjoyment by painting from direct observation. The epitome of this is working *plein air*, French for outside. In the field I work in oils. My process begins by hiking to various locations with a backpack full of art gear and the intention to interpret what I see. Painting landscapes is like a puzzle for me, I see shapes that fit together to create a composition. My paintings are driven by my interest in how light and shadow relate to each other and combine to create an image.

The sun moves across the sky as I render my subject, so I must work fast. I start with focusing on how sunlight falls on surfaces and creates differing values. The light influences how the colors present themselves - warm where illuminated and cool where shadowed. Light also emphasizes the textures on various surfaces. I explore the intriguing variety of textures, so that the painting encourages the eye to “feel” the surface. Through the myriad combinations of contours, values, and colors, I evoke a mood. My *plein air* paintings either stand on their own, or I use them as references for larger studio works.

It is my job as an artist to find beauty in the world and communicate it through my work. My goal is to convey what I see and allow others to experience the landscape from a unique point of view. My hope is that my work will encourage others to expand their perceptions and see the world with a new-found appreciation.

Artist Bio – Krista Wargo

Artist Krista Wargo lives in a remote area of the Mojave Desert near Joshua Tree National Park. Surrounded by the area’s unusual beauty, her artwork is always influenced by nature, and she consistently develops ways to interpret the forms, colors, and textures that inspire her. Working primarily in oils, with a developing interest in gouache and digital art, Krista often paints outdoors.

Krista feels fortunate that her parents encouraged her creative childhood and preoccupation with art, even allowing her to paint her own bedroom walls. She graduated from the University of Wisconsin, Madison, receiving a BA with an emphasis in painting. Shortly after graduating she moved to California, earning a master’s degree and teaching credential from Cal State San Bernardino. She recently retired from a career in public education and now pursues her dream as a full-time professional artist.

She is a member of the Desert Art Center, the Artists Council in Palm Desert, the Chaparral Artists and the Hi Desert Artists, exhibiting with them throughout the year.

Discover more at <https://kristawargo.com/>

Krista Wargo

artist

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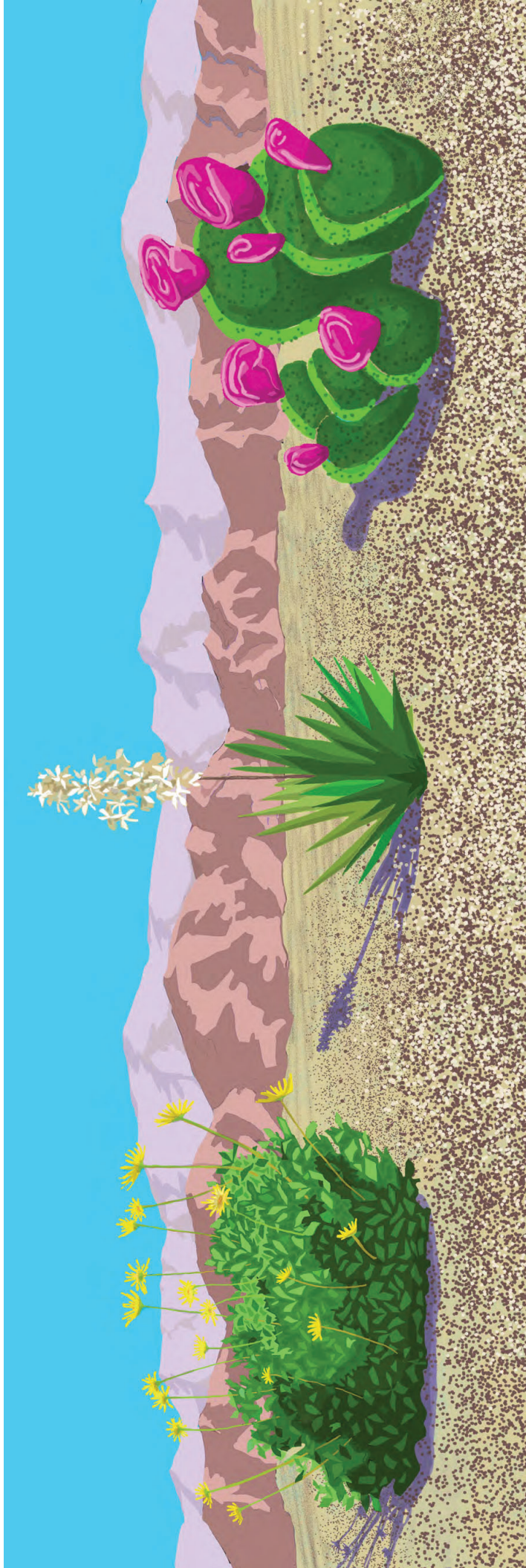
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She is a member of the Desert Art Center, the Artists Council in Palm Desert, the Chaparral Artists and the Hi Desert Artists, exhibiting with them throughout the year.

Discover more at <https://kristawargo.com/>







Artist or Art Group Name:

Lili Todd

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

58120 Sun Mesa Dr
Yucca Valley CA 92284

*** Email**

lilitoddart@gmail.com

Cell number:

(626) 344-5651

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Hilda's Wings

Description:

This is a children's book cover for a kid's book I wrote and illustrated in 2023. It is done by combining digital illustration as well as analog watercolor, colored pencil, acrylic, cut paper.

* Attachment

[LiliTodd_Hilda'sWings.jpg](#)

*** 2. Title of work:**

Chuckwalla Book Page

Description:

This is a page from a children's board book I wrote and illustrated in 2024. It is done with pen, watercolor, colored pencil, and acrylic.

* Attachment

[LiliTodd_ChuckwallaBookPage.jpg](#)

*** I certify that I have created the above artwork (please initial):**

LT

Design for Utility Box Installation: Title of work:

There Is Magic All Around Us

Brief Description:

This illustration highlights some of the diverse animals and plants of the Mojave Desert in bright, warm colors. The message on the back of the utility box, "There Is Magic All Around Us," reminds viewers of the amazing abilities of the natural world we live in and how the nature we see every day should be treated with respect and honor. This applies to visitors passing through the area as well, reminding them that the nature they come here to experience is more than meets the eye. This piece is created with a combination of analog and digital media.

* Image of Design

[LiliTodd_utilitybox.jpg](#)

[Utility Box Template](#)

* Resume

[LiliTodd_Resume:Bio.pdf](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

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Lili Todd

Date and Time

04/17/2025 12:00 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

04/17/2025 12:00 AM

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* Artist Signature

Lili Todd

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04/17/2025 12:00 AM

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In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Lili Todd

Date and Time

04/17/2025 12:00 AM

Parent/Guardian (if artist is a minor, parent signature is also required)

****SKIPPED****

Date and Time

04/17/2025 12:00 AM



Lili Todd

Illustrator

Sierra Madre, CA
lilitoddart@gmail.com
lilitodd.com
@lilitoddart

Educational Background

Artcenter College of Design
BFA in Illustration Design
Minor in Design Matters
2020-2024

Skills & Interests

- Hand-building ceramics
- Teaching
- Zines
- Surface design
- Editorial illustration
- Painting

Awards

dPICTUS Picturebook 2024
American illustration 41 2022
Society of Illustrators 2021
American illustration 40 2020

Stores That Carry My Work

Hey There Projects - Joshua Tree, CA
Phoebe Wahl & Co
Skylight Books - Los Angeles, CA
AMcE Creative Arts - Seattle, WA
Cargo - Portland, OR

Editorial, Commissions, and Collaborations

Snapchat - Mural comission
Converse - Star Chevron re-design
Blue Q - Designing products and accessories
District 8 Media - DTLA Metro illustrations
JPL - Sculptures for outdoor event
Phoebe Wall & Co. - Commissioned ceramics
SDSU Rohwer Lab - Series of Covid-19 infographic posters
Dealer MX - Beach towel design
DKE Toys - limited edition toy

Shows and Events

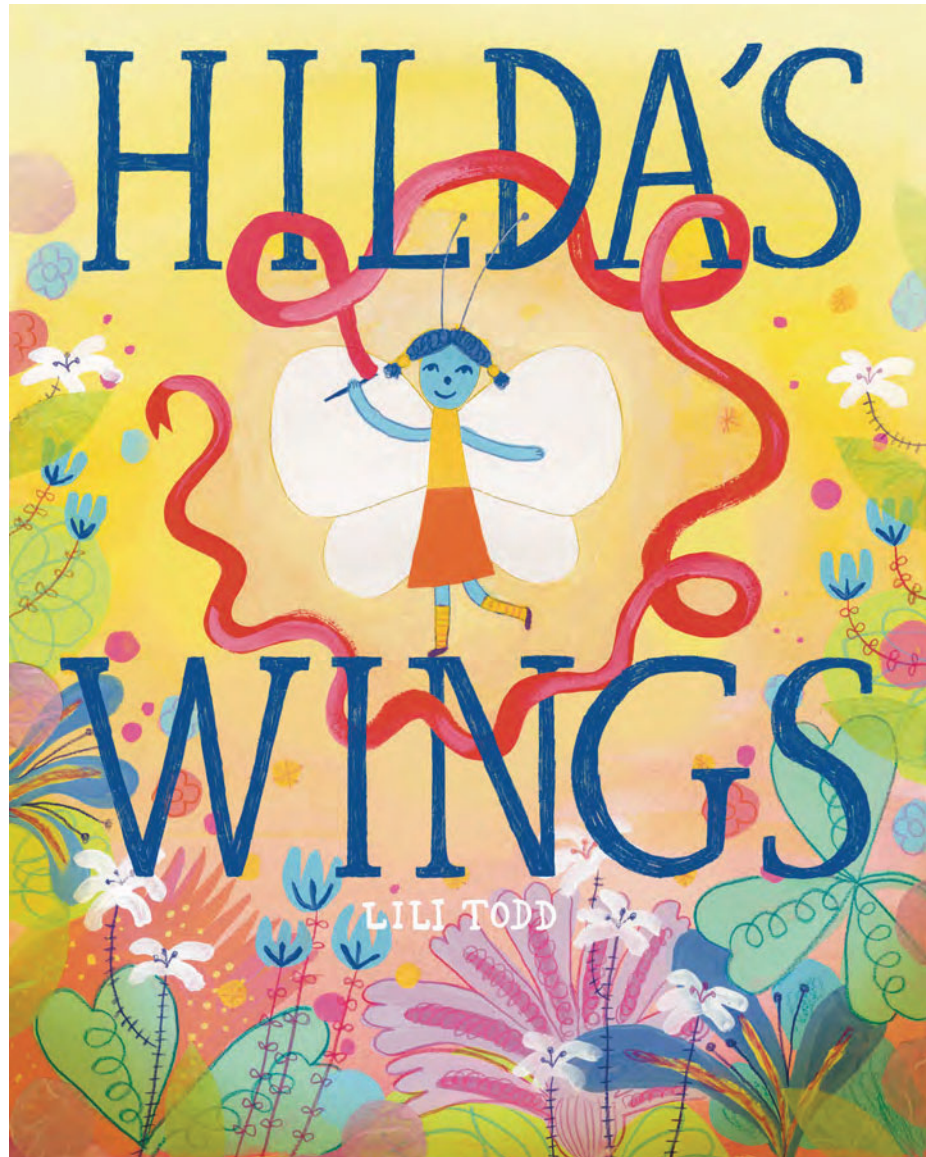
DKE Toys - Los Angeles, CA. 'Silver Screen'
Hey There Projects - Joshua Tree, CA. 'Super Bloom'
Webb Gallery - Waxahachie, TX. 'Sight and Sounds'
Giant Robot - Sawtelle, CA. '8x8 Show'
Hey There Projects - Joshua Tree, CA. 'Summer Spectacular'
Gallery 30 South - Pasadena, CA. 'Coaster Show'
The Stationery Factory - Dalton, MA. 'Steady As She Goes'
Guru Gallery - Mexico City, MX. 'Jueves De Guru'
Marz Boutique - Pop-up event
Tuesday Bassen LA - Pop-up event

Teaching and Other Jobs

Heavy Manner Library - Workshop teacher
Laura Cooper - Artists assistant
Remainders Creative Reuse Non-profit - Art teacher
Los Angeles County Highschool For The Arts - Guest teacher
Wisdom Arts Lab - Art camp teacher
Beverly Hills City Hall- Pottery assemblage workshop

Lili Todd Artist Bio:

Lili Todd is an illustrator and ceramic artist whose encouraging work fosters mental well-being. She graduated from ArtCenter College of Design in 2023 with a degree in Illustration and a minor in Design Matters, focusing on social impact. Currently, ceramics and zines are her focus. Her style reflects her love for folk art and craft. Clients she has worked with include San Diego State University, LA Times, and Snapchat.



The sun was setting in
the **Mojave Desert**.

Chuckwalla looked out from his
burrow. He decided it would be
a nice time to take a walk.





Artist or Art Group Name:

Linda Shrader

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

8577 Condalia Ave

Yucca Valley CA 92284

* **Email**

LShrader87@mac.com

Cell number:

(760) 413-2116

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Indian Wells Mural

Description:

I was asked to design and paint this mural, in the Acrisure Arena Berger IcePlex, for appreciation of the Indian Wells sponsorship. Nov 2024. Assisted by Aaron Hansen

* Attachment

[LindaShader-IndianWells.jpg](#)

*** 2. Title of work:**

Patriotic Mural

Description:

Designed and painted on The Glen Realty. Assisted by Echo Westover. Repainted after 15 years, by Linda Shrader.

* Attachment

[LindaShrader-PatrioticMural.jpg](#)

*** I certify that I have created the above artwork (please initial):**

LS

Design for Utility Box Installation: Title of work:

Yucca Valley Sunset

Brief Description:

The black silhouetted trees and plants are very eye-catching against the colorful sky. I shot the background photo, and hand painted the Yuccas and Joshua Trees.

* Image of Design

[Utility Box Art.jpg](#)

[Utility Box Template](#)

* Resume

[Linda Shrader-Artist Resume.jpg](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement

o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Linda Shrader

Date and Time

05/05/2025 8:30 PM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Linda Shrader

* Date and Time

05/05/2025 8:30 PM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

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If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

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Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Linda Shrader

Date and Time

05/05/2025 8:30 PM

Parent/Guardian (if artist is a minor, parent signature is also required)

SKIPPED

Date and Time

****SKIPPED****

Linda Shrader, Artist Resume



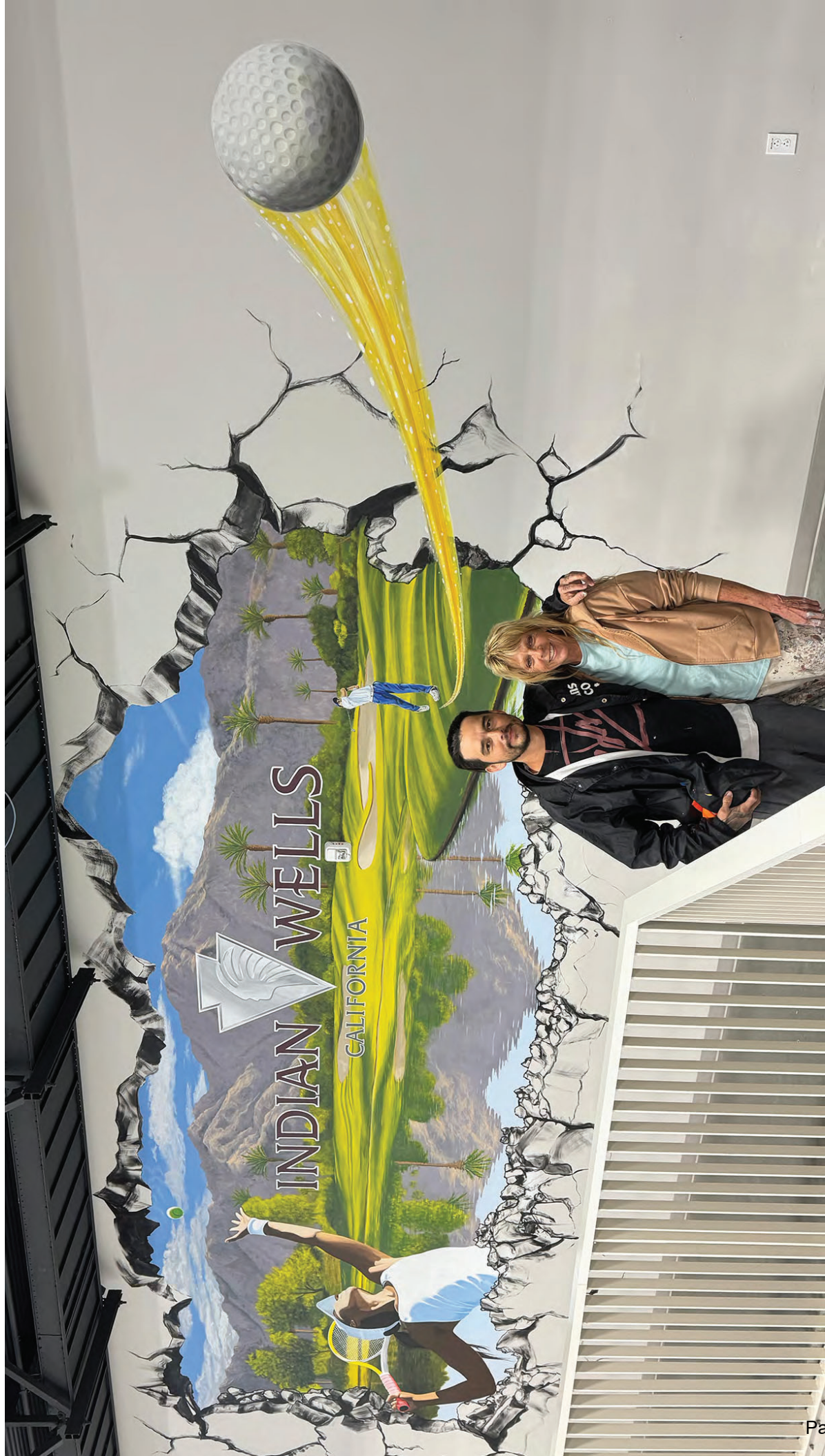
Artist, muralist, sculptor, photographer, arts advocate, and arts educator, Linda Shrader is a two-time first place award winner in previous Joshua Tree National Park Art Expo juried exhibitions (2022, 2023) for her 3-D “Joshua Tree Forever” sculptures, which also have been awarded first place and featured-artist placement at the California Welcome Center in Yucca Valley.

Over the years, she has received awards for her fine art as well as her murals. In 2007 she established a mural business, Larger Than Life Murals, and has painted nearly 100 murals in California, many with her daughter Echo Westover. In 2015, answering an international call-to-artists, they were awarded a contract to paint a 16’ x 20’ mural, titled “Welcome Home Warriors,” honoring veterans of the Vietnam war, commissioned by the Manteca Mural Society, Manteca, CA.

Shrader is an advocate for public art and art in the schools and has taught classes to all ages. She was a founding board member of the Morongo Basin Cultural Arts Council, helped to create the original Hwy 62 Open Studio Art Tours, and currently serves on the Executive Board of Directors, as Membership Director, for the non-profit community organization, Hi-Desert Artists (HDA).

760-413-2116

www.joshuatreeforever.com or <https://lindashrader.com>



America



LAND OF THE FREE
HOME OF THE BRAVE

REPRODUCED BY
THE OFFICE OF THE SECRETARY OF THE ARMY
WASHINGTON, D.C. 20315
1964



Artist or Art Group Name:

Marcia Geiger

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

5961 Outppost Rd
Joshua Tree CA 92252

*** Email**

geigarts@gmail.com

Cell number:

(760) 333-8884

Home number:

(760) 333-8884

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

SolMio

Description:

Singing Coyote in a Cholla Garden

* Attachment

[MarciaGeiger_SolMio.jpg](#)

*** 2. Title of work:**

Tres Hombres

Description:

Three coyotes in a natural setting.

* Attachment

[MarciaGeiger_Tres Hombres.jpg](#)

*** I certify that I have created the above artwork (please initial):**

MG

Design for Utility Box Installation: Title of work:

Watering Hole

Brief Description:

A pair of bighorn rams making their way to watering hole among the boulders.

* Image of Design

[MarciaGeiger_Bighorn Watering Hole.jpg](#)

[Utility Box Template](#)

* Resume

[Geiger Press Release and Bio.pdf](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement

o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

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Terms of Submission

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*** I have read the aforementioned information and agree to the rules and regulations stated.**

Marcia Geiger

Date and Time

05/05/2025 9:50 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

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* Artist Signature

Marcia Geiger

* Date and Time

05/05/2025 9:50 AM

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Purpose of Agreement

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Termination

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Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Marcia Geiger

Date and Time

05/05/2025 9:51 AM

Parent/Guardian (if artist is a minor, parent signature is also required)

SKIPPED

Date and Time

****SKIPPED****

Bio/Artist's Statement

5/2/2025

CONTACT: Marcia Geiger, (750) 333-8884, geigarts@gmail.com

THIRTY-FIVE YEARS OF DESERT LIFE

Morongo Valley, CA — View a Retrospective of Joshua Tree artist Marcia Geiger's work, the "Outpost Points of View" at the Spaghetti Western Restaurant and Saloon, from March 6 – May 27, 2025.

The event is free and open to the public.

Marcia's studio on Outpost Road in Joshua Tree provides her with the open space and solitude which allows her creative inspirations to grow and flourish.

A lover of the outdoors and the local desert in particular, she advocates for environmental preservation through her work by capturing the beauty and human response to the special magic the desert invokes.

As urban sprawl envelops fragile desert habitats, and historic artifacts decay, her work is a reminder of humans' lasting impact and the transitory nature of human presence.

She captures the look & feel of the some times unfamiliar desert landscape, brilliantly executed. Her primary mediums are oil on canvas and gouache on panel in a classic representative style.

A Nebraska native, she moved to Joshua Tree in 1989, where she began her artistic adventures in earnest.

Primarily self taught, Marcia briefly took weekly lessons at the Joshua Tree Community Center in oil painting in the early 1990s from Irene Scoggin-Bertrand. She is represented by the Asher Grey Gallery, of Santa Monica, Venice, and Joshua Tree, CA.

She is a Professional Member of the Hi-Desert Artists, and recently served as Gallery Director.

She has served on the Board of Directors for the Morongo Basin Cultural Arts Council, host of the Hwy 62 Open Studio Art Tour, since 2013 and curates the annual Collective Show which showcases the artists participating on the Studio Tour.

Over the years, her work has received accolades at the Palm Springs Arts Council Exhibitions, The Joshua Tree National Park Exhibitions, and many more.



SPAGHETTI WESTERN is open Thursday - Monday 4 - 9 PM

For further information about Marcia Geiger's work please visit www.geigarts.com







Artist or Art Group Name:

Matt Adams

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

4816 Terry Ln.

Yucca Valley CA 92284

* **Email**

mjadamsart@gmail.com

Cell number:

(949) 300-5938

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

* **1. Title of work:**

Luna Arcana cover 2019

Description:

My commissioned cover for the local high desert Luna Arcana newsprint from a few years. More muted natural colors for this one

* Attachment

[Luna Arcana cover 2019 copy.jpg](#)

* **2. Title of work:**

Sphere in the Rocks

Description:

A recent black light poster commission for a STVR property in the area. Colors are a little more vivid and saturated in this one.

* Attachment

[Sphere in the Rocks WEB.jpg](#)

* **I certify that I have created the above artwork (please initial):**

MA

Design for Utility Box Installation: Title of work:

Warren's Well

Brief Description:

Here's a few rough sketches to get the idea. Basically a desert landscape showing the rocky boulders as well as the vast mountain views with all the different desert vegetation and wildlife in my somewhat cartoony style. Joshua Trees, yuccas, creosote, big horn sheep, tortoise, quail, snake, coyote, rabbit, etc. Along with a windy desert road that either has a vintage car or biker or just the roadrunner. One side has a blazing sunset and the other side has the night falling with stars and planets starting to appear with a gradient sunset. The colors would be a little more on the natural side, but still vivid. Out in the distance is also Warren's Well and maybe a spring to represent the Old Woman Springs. Would love some feedback and direction, otherwise I can narrow it down. I'd love the opportunity to design a utility box, I've been in the area for 10 years and have illustrated designs for many of the local businesses as well being a local musician/performer. Thank you!

* Image of Design

[Yucca Valley utility box - Matt Adams sketch3.jpg](#)

[Utility Box Template](#)

* Resume

[Matt Adams resume 2025.pdf](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Matt Adams

Date and Time

04/29/2025 1:00 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Matt Adams

* Date and Time

04/29/2025 1:00 AM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

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Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

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Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

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If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

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Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

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Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Matt Adams

Date and Time

04/29/2025 1:00 AM

Parent/Guardian (if artist is a minor, parent signature is also required)
SKIPPED

Date and Time
SKIPPED

MATT ADAMS

Artist Resume

MJADAMSART@GMAIL.COM

949-300-5938

YUCCA VALLEY, CA

2025 HIGHLIGHTS

Bear Roots Festival, Big Bear CA - POSTER
Desert Jam '25, Yucca Valley CA - POSTER
Great American Music Hall, SF CA - POSTER
Garrett T Capps - ALBUM COVER

2024 HIGHLIGHTS

Great American Music Hall, SF CA - POSTER
Morongo Daze, Yucca Valley CA - POSTER
Jam In The Van, LA CA - POSTER
Paul McDonald - Nashville, TN - POSTER
Hi Desert Mags, 29 Palms - DESIGN
Gold Diggers, LA CA - POSTERS
Coyote Run, Joshua Tree CA - DESIGN
The Rear End, Yucca Valley CA - DESIGN
Psychedelic P. Crumpets, AUS. - POSTER
Cayucos Hot Sauce, Cayucos CA - DESIGN
Howzit Brewing, Honolulu HI - DESIGNS

2023 HIGHLIGHTS

Artlands, Redlands CA - DESIGN
Baldwin Ave. Gallery, Sierra Madre CA - SHOW
Cali Vibes, Long Beach CA - POSTER
Folk Yeah Presents, SF CA - POSTER x5
Great American Music Hall, SF CA - POSTERS
Livewire Magazine, Melbourne, FL - COVER
Smoker Dad, Portland OR - COVER
All Roads, Yucca Valley CA - DESIGN

2022 HIGHLIGHTS

Grateful Dead, CA - COVERS
Pioneertown Gen. Store, Nitty Gritty, DESIGNS
Folk Yeah Presents, SF CA - POSTERS
Jam In The Van, LA CA - POSTERS, DESIGNS
Out There Bar, 29 Palms CA - SHUFFLE BOARD
Pappy & Harriet's, Pioneertown CA - DESIGN
Sugar Candy Mountain, CA - POSTER
Wine Enthusiast Magazine - ILLUSTRATIONS
Invasion card game, CA -ILLUSTRATIONS
The Seeds, LA CA - POSTER

2021 HIGHLIGHTS

Grateful Dead, CA - COVERS
B.A.C.K. Comix 1-4, SF CA - COMICS
Folk Yeah Presents, SF CA - POSTERS
Jam In The Van, LA CA - POSTERS, DESIGNS
Couchlock & Rock series, LA CA - DESIGNS
Glass House Farms, Santa Barbara CA -POSTER
Lose Yr Mind Fest, Portland OR - POSTERS
The Station, Joshua Tree CA - DESIGN
Volcom, Costa Mesa - DESIGN
The End, Yucca Valley CA - DESIGNS
White Label Vinyl, 29 Palms CA - DESIGN
Sierra Nevada Brewing Co., CA - DESIGN

2020 HIGHLIGHTS

Desert Stars Festival, Joshua Tree CA - POSTER
Grateful Dead, CA - DESIGNS, COVER
GoPro, LA CA - POSTER
The Station, Joshua Tree CA - DESIGN
Jam In The Van, LA CA - POSTERS, DESIGNS
Folk Yeah Presents, SF CA - POSTERS
Lauren Ruth Ward, LA CA - POSTER
Nachos Von Rabbit, Joshua Tree CA - DESIGN
Whale Bone Magazine, NY - ILLUSTRATIONS
Yucca Man, Yucca Valley CA - POSTER
Woody West, SWEDEN - POSTER

2019 HIGHLIGHTS

Folk Yeah Presents, SF CA - POSTERS
Cayucos Hot Sauce, Cayucos CA - DESIGN
The Degenerates, Las Vegas CA - POSTER
KEX, Portland OR - POSTER
Newport Harbor High School CA - DESIGN
The Host, NYC - POSTER
Volcom, CA - DESIGN
Yucca Man, Yucca Valley CA - POSTER

2018 HIGHLIGHTS

Banana Magazine, UK - DESIGN
Mark Kozelek, Chico CA - POSTER
Grateful Shred, LA CA - POSTERS
Folk Yeah Presents, SF CA - POSTERS
Woody West, SWEDEN - POSTER
Grateful Dead, CA - DESIGNS
The Warfield, SF CA - POSTER
Langhorn Slim, Nashville TN - DESIGNS
Levitation France, FR - POSTER
Luna Arcana, Joshua Tree CA - COVER
Mapache, LA CA - DESIGN
Desert Daze, LA CA - POSTER
Metamodern Music, OH - Design
Chris Robinson, CA - POSTERS
Nomad Eel Records, LA CA - LOGO
Plan B, SWEDEN - POSTER

Skiffle Players - COVERS
Yosemite Music Festival, CA - POSTER
Morongo Basin ATP Zine, CA - COMIC
Shovels & Rope, Pioneertown CA - POSTER

2017 HIGHLIGHTS

All Roads, Yucca Valley CA - DESIGN
Circles Around the Sun, CA - DESIGN
Folk Yeah Presents, SF CA - POSTERS
LA Record, LA CA - ILLUSTRATION
Miracle Eye, LA CA - DESIGN
The Echo, LA CA - POSTER
Starry Nites Festival, CA - POSTER
Toyoto SoCal, OC Fair CA - SHOW
Growlers, LA - DESIGN
Far Outfit, Long Beach CA - SHOW

2016 HIGHLIGHTS

LA Record, LA CA - ILLUSTRATION
Hickey Fest, SF CA- POSTER

2014 HIGHLIGHTS

Ambig Clothing, CA - DESIGN
Global Texan Chronicles, GERMANY - LOGO

2013 HIGHLIGHTS

Surfrider Foundation Europe - DESIGN

2012 HIGHLIGHTS

Korduroy TV, CA - DESIGN
Graniph, JAPAN - DESIGNS
Park The Van, Danny Rose, Austin TX - POSTER

2008 HIGHLIGHTS

Blue Six, SF CA - WINDOW ART

2003-2006 HIGHLIGHTS

MAD Magazine, CA - ASSISTANT ARTIST

2002-2003 HIGHLIGHTS

OC WEEKLY, CA - ILLUSTRATOR

EDUCATION:

2008 Laney Community College, Oakland CA
2004 Orange Coast College, Costa Mesa CA
2003 Pasadena City College, Pasadena CA
2001 LCAD (formerly AISC), Laguna Beach, CA

SKILLS:

Pen & Ink on paper
Adobe Photoshop
Acrylic painting

REFERENCES:

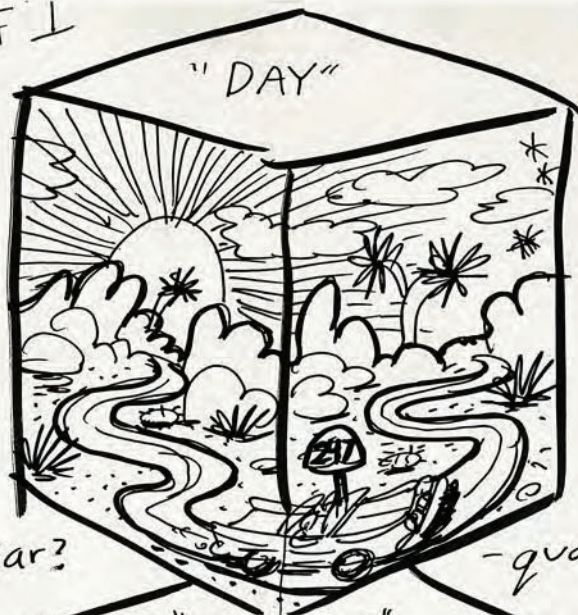
William Wray - Illustrator/Fine Artist
Sierra Madre CA
626-836-5931
WILLIAM.WRAY@VERIZON.NET

w/ rabbits, snake, lizard,

- motorcycle?



1



-car?

-quail



2

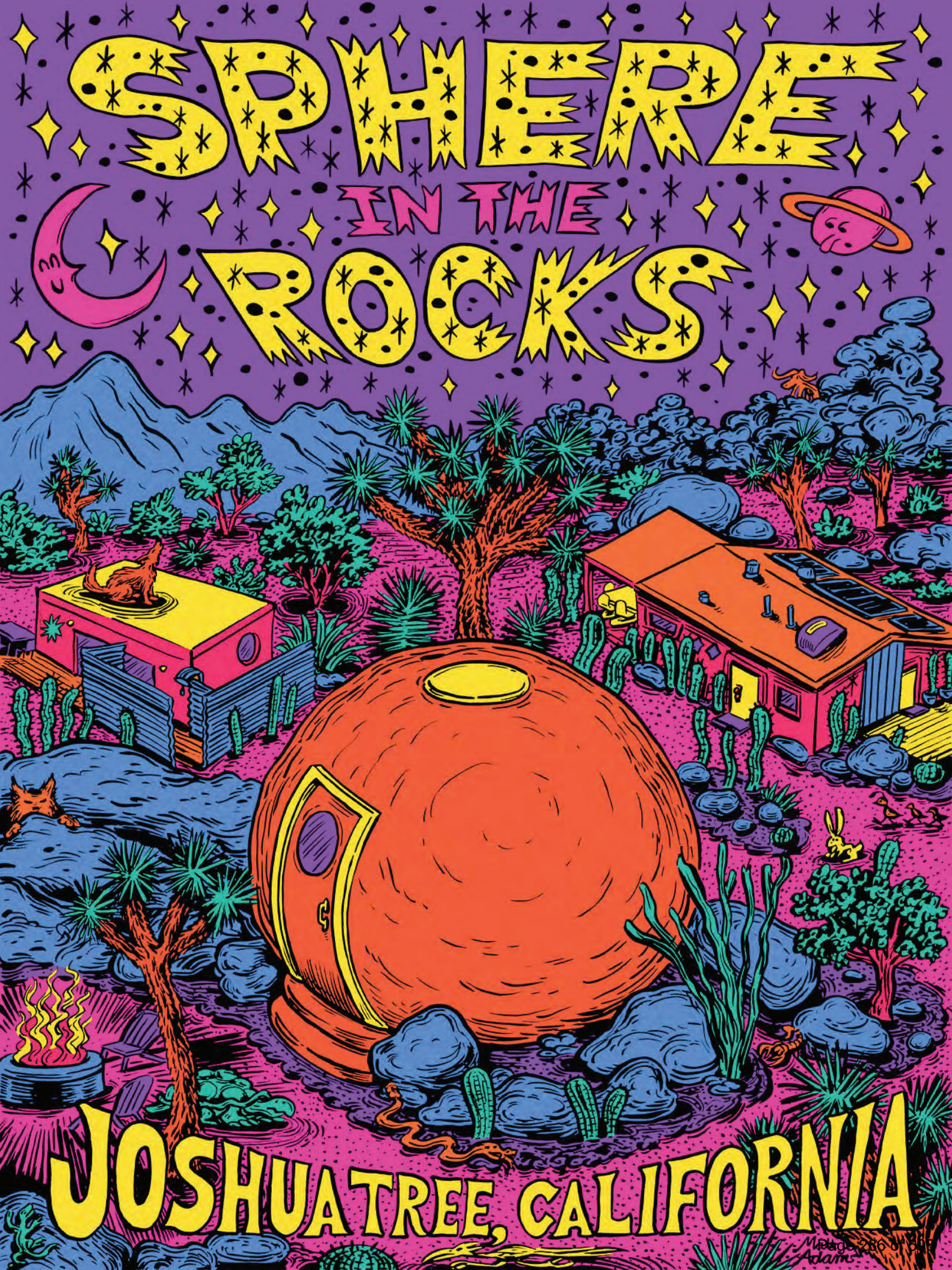
stars, moon, planets, etc.
big horn sheep
joshua trees
yuccas



"Spring" tortoise
roadrunner
coyote





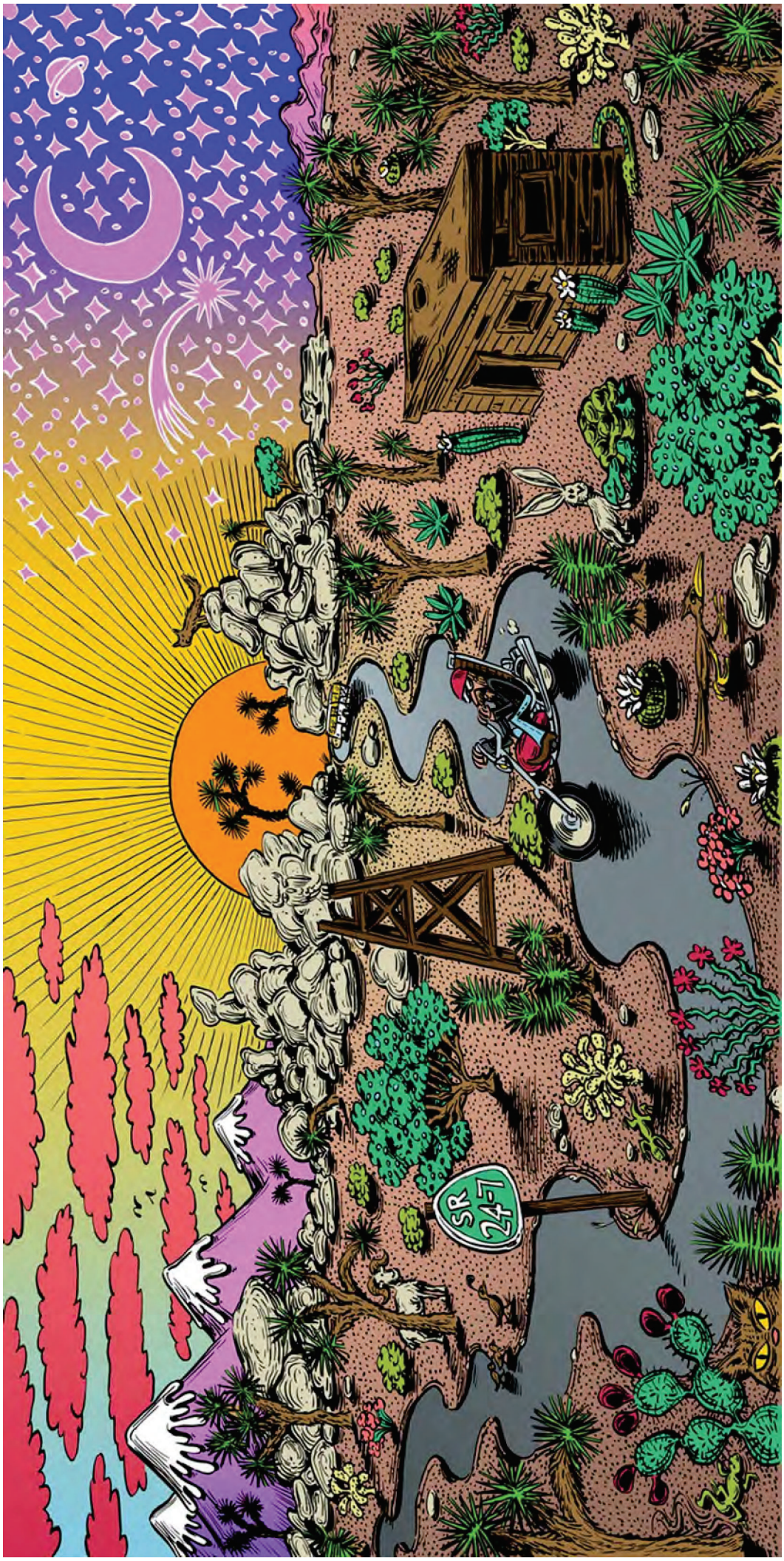


SPHERE

IN THE

ROCKS

JOSHUA TREE, CALIFORNIA



Artist or Art Group Name:

Melissa Friel

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

74675 Candlewood St

Palm Desert CA 92260

*** Email**

melissacriel@gmail.com

Cell number:

(303) 842-4146

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Oasis of Color

Description:

Step into a dreamscape where the arid beauty of the desert comes alive in a burst of color! This surreal interpretation invites viewers to wander through a vibrant desert filled with exaggerated hues and fantastical forms. Majestic Joshua trees stretch their limbs towards swirling skies, blending brilliant oranges, deep purples, and bright greens that defy reality. Each brushstroke dances with whimsy, capturing the enchanting spirit of the desert, where imagination meets nature's raw beauty. A true celebration of a landscape that stirs the soul and inspires wonder.

* Attachment

[IMG_5596.jpeg](#)

*** 2. Title of work:**

Twilight Tranquility

Description:

Enter a tranquil world where dusk gently blankets the iconic Joshua Tree National Park! This colorful surreal painting captures the magical moment when the sun has dipped below the horizon, leaving behind a sky awash in vibrant pastels. Ethereal shades of pink, violet, and deep azure intertwine, illuminating the silhouetted Joshua trees standing tall against the twilight canvas. The desert floor glows softly, as if kissed by the last whispers of daylight, while ethereal stars begin to peek through. A dreamy interplay of light and shadow invites viewers to lose themselves in this serene oasis of color, where the landscape transforms into a living dreamscape.

* Attachment

[IMG_5606.jpeg](#)

*** I certify that I have created the above artwork (please initial):**

MF

Design for Utility Box Installation: Title of work:

The Desert Dreams in Color

Brief Description:

Immerse yourself in the breathtaking beauty of a Joshua Tree sunset! This vibrant surreal painting showcases the majestic rock outcrops, bathed in warm golden and fiery orange hues as the sun bids adieu to the day. The sky bursts into a symphony of colors, blending deep reds, soft pinks, and rich purples, painting a dramatic backdrop for the iconic Joshua trees that stand sentinel in the foreground. Shadows dance across the rugged terrain, enhancing the landscape's contours and adding depth to this enchanting scene. It's a moment frozen in time, where nature's artistry captivates the heart and spirit, inviting viewers to bask in the glow of this magical desert twilight.

* Image of Design

[IMG_5614.jpeg](#)

[Utility Box Template](#)

* Resume

[MelissaFriel.png](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Artist Signature (Name)Melissa Friel

Date and Time

05/01/2025 10:32 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Melissa Friel

* Date and Time

05/01/2025 10:33 AM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed

at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

* **Artist Signature (print name)**

Melissa Friel

Date and Time

05/01/2025 10:35 AM

Parent/Guardian (if artist is a minor, parent signature is also required)

SKIPPED

Date and Time

SKIPPED

MELISSA FRIEL

social media specialist

303.842.4146
MELISSACFRIEL@GMAIL.COM
www.MelissaFriel.com

SKILLS:

Platform expertise
Content creation
Analytics
Communication
Creativity
Strategic thinking

Certified with Cicerone

References Available
upon request



ABOUT ME:

SOCIAL MEDIA MARKETING SPECIALIST, UTILIZING MY 5+ YEARS OF EXPERIENCE IN CREATING AND EXECUTING SUCCESSFUL SOCIAL MEDIA CAMPAIGNS, DEVELOPING ENGAGING CONTENT, ANALYZING AND REPORTING ON CAMPAIGN PERFORMANCE. STAYING UP TO DATE WITH THE LATEST TRENDS AND BEST PRACTICES IN SOCIAL MEDIA MARKETING, IS MY OBJECTIVE.

MY GOAL IS TO INCREASE BRAND AWARENESS, ENGAGEMENT, AND CONVERSION RATES WHILE DELIVERING EXCEPTIONAL RESULTS AND EXCEEDING GOALS FOR THE COMPANY.

EXPERIENCE:

Director of Social Media and Communications, 10th Mountain Whiskey & Spirit Co

2022-Present

Developed and executed successful social media campaigns across multiple platforms to increase brand awareness and drive traffic to the company's website. Managed and grew the company's social media accounts by creating engaging content, monitoring analytics, and implementing social media best practices. Collaborated with cross-functional teams to develop and execute integrated marketing campaigns that leveraged social media to meet business objectives.

Social Media Manager, Craftsman Brewing Co.

2018-2024

Coordinated with the management team on digital marketing, photography, and online presence to craft a successful campaign and brand image.

Social Media Manager, il Mago

2022-2024

Led the development and implementation of the company's digital marketing strategy, including social media marketing, email marketing, and paid advertising. Analyzed and reported on the performance of digital marketing campaigns, using data-driven insights to optimize and improve campaign effectiveness.







Artist or Art Group Name:

Prescott McCarthy

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

1919 acoma trail

Landers ca 92285

*** Email**

prescottmccarthyart@gmail.com

Cell number:

(435) 659-4894

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

where the sun sets low

Description:

this, and all of the works in my linescape series imbue the feeling of the desert depicted thru minimal form. with just a few lines and simple colorblocking a palpable feeling of tranquil expanse is created for the viewer. I have painted many murals, and countless paintings sold in and around Joshua Tree, and Utah.

* Attachment

[yucca mural 2.jpg](#)

*** 2. Title of work:**

waiting for evening...

Description:

this watertower mural for the Outside Inn was my very first mural, and a really fun one that wrapped 360 around the old water tower as my utility box piece will as well.

* Attachment

[yucca mural.jpg](#)

*** I certify that I have created the above artwork (please initial):**

Prescott McCarthy

Design for Utility Box Installation: Title of work:

A place to call home

Brief Description:

This is an example rendering, but the final utility box mural will be different. I cannot ever pre sketch a mural, my work is very site specific and the location, and dimensions, and emotion of the time and place will influence the work. you can look at my website prescottmccarthy.com to see an extensive body of my work to understand my desert linescape vocabulary.

* Image of Design

[utility box yucca.jpg](#)

[Utility Box Template](#)

* Resume

[Screen Shot 2025-05-01 at 6.20.26 PM.png](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

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Terms of Submission

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*** I have read the aforementioned information and agree to the rules and regulations stated.**

Prescott McCarthy

Date and Time

05/01/2025 12:00 AM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

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* Artist Signature

Prescott McCarthy

* Date and Time

05/01/2025 12:00 AM

Artist Agreement

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Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

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Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

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B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

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1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever

concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

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Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

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If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

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The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

* Artist Signature (print name)

Prescott p McCarthy

Date and Time

05/01/2025 12:00 AM

Parent/Guardian (if artist is a minor, parent signature is also required)

****SKIPPED****

Date and Time

****SKIPPED****

PRESCOTT PAUL MCCARTHY

Born in Utah May 4th 1989

Currently living part time between : Landers California & Monroe Utah

If I'm not painting, or in the garden, you'll find me raising a family with my wonderful wife.

Our family consists of 3 kids, 3 dogs, 2 cats, a dozen bunnies, 15 chickens, and two pigs.

As a certified Permaculture Designer I love creating ecological artwork on any scale.

If you have a property in need of regenerative living systems design please reach out!

Thank you for stopping by! Have a wonderful day.







CALL FOR ART

Utility Box Program

Submissions due May 5

Artist or Art Group Name:

Rosa Cruglez

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

SKIPPED

*** Email**

cruglezsternmannstudio@gmail.com

Cell number:

(414) 378-4050

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Wildflowers of Bethesda

Description:

This Artwork takes as inspiration the Wildflowers and Native Flora of Bethesda, Maryland , 2025 <https://cruglezsternmann.com/public-art>

* Attachment

[Cruglez "Wildflowers of Bethesda".jpg](#)

*** 2. Title of work:**

"Aeolic and Solar Energy Protecting the Flora and Fauna"

Description:

"Aeolic and Solar Energy Protecting the Flora and Fauna" takes as inspiration the Fremont's public policy to protect our environment and support measures against global warming. <https://cruglezsternmann.com/public-art>

* Attachment

[*Fremont CA 1 Aeolic and Solar Energy Protecting the Flora and Fauna.jpg](#)

*** I certify that I have created the above artwork (please initial):**

RC

Design for Utility Box Installation: Title of work:

Natural Biodiversity of Yucca & Illuminating the Past of our Native American Heritage

Brief Description:

: Natural Biodiversity of Yucca": This Artwork takes as inspiration the Wonderful Natural Biodiversity that we can enjoy in Yucca Valley. ; " Illuminating the Past of our Native American Heritage" : This Artwork takes as inspiration the Honorable History, Culture and Petroglyph Art that we can find and enjoy in Yucca Valley, showing our Native American Heritage and how was our Past.

* Image of Design

[Art Proposals_Natural Biodiversity of Yucca & Illuminating our Past.pdf](#)

[Utility Box Template](#)

* Resume

[Cruz_Resume & References.pdf](#)

Application Packet

Please confirm that your application packet includes:

o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)

- o Artist Statement
- o Artist Agreement
- o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S.C. § 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Artist Signature (Name)

Date and Time

04/13/2025 10:19 PM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

04/13/2025 10:19 PM

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Rosa Cruz

* Date and Time

04/13/2025 10:19 PM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will receive the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In

consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the

prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

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Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Rosa Cruz

Date and Time

04/13/2025 10:20 PM

Parent/Guardian (if artist is a minor, parent signature is also required)

****SKIPPED****

Date and Time

****SKIPPED****



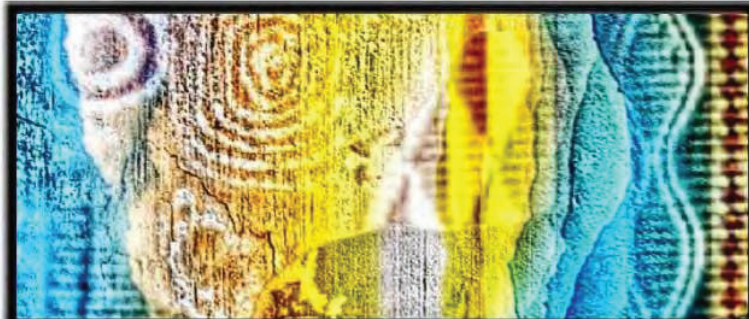




sions do not
sent all electrical

boxes have various
ports and handles,
on one side.

design must be



Side



Front



Side



Back







Artist or Art Group Name:

Sharra Salter

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

4762 Saddlehorn RD

Twentynine Palms CA 92277

*** Email**

sharrasalter@yahoo.com

Cell number:

(904) 662-6766

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Isla de Pascua

Description:

This is a pencil drawing I did of a picture I took in Easter Island.

* Attachment

[SharraSalter.IsladePascua.jpg](#)

*** 2. Title of work:**

Blood Moon

Description:

This is a multi-medium technique I used utilizing Buckeye burl wood, resin, acrylic paint, wood inserts, and a malachite inlay.

* Attachment

[SharraSalterBloodMoon.jpg](#)

*** I certify that I have created the above artwork (please initial):**

SBS

Design for Utility Box Installation: Title of work:

Dimensions

Brief Description:

This is an abstract painting using acrylic and archival ink showing the unique day and night of the Mohave desert.

* Image of Design

[SharrSalter.Dimensions.jpg](#)

[Utility Box Template](#)

* Resume

[SharraSalter.Art Resume.pdf \(2\).pdf](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement
- o Artist Agreement

o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Sharra Salter

Date and Time

05/01/2025 2:00 PM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Sharra Salter

* Date and Time

05/01/2025 2:00 PM

Artist Agreement

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Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

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B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Town's Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

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C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

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Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

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Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Sharra Salter

Date and Time

05/01/2025 2:00 PM

Parent/Guardian (if artist is a minor, parent signature is also required)

SKIPPED

Date and Time

****SKIPPED****

Artist Statement

Life is gorgeous with brilliant colors and textures everywhere. A night sky filled with planets, a bloom emerging from a bud, all of the colors of a rainbow, these I will always stop in awe of. I create to be reminded of something that I saw which evoked an emotion of joy and wonder. I use acrylic paint and ink to create paintings of the desert wildlife flora and fauna. Captivated by the many different colors of the Mohave desert and trying to capture the drastic day to night views. How can we not stand in awe? I utilized the brushes in ways to make the image move on the page and silhouettes for the fauna to give a sense of mystery and to enrich the bright colors around. If a smile appears or joy is felt when viewing my art, I have very much succeeded.

Sharra Salter
Independent Artist
Twelve Palms, CA



SHARRA SALTER

Artist

NomadicWoodDesigns@yahoo.com

+1 904-662-6766

@NomadicWoodDesigns

ABOUT

Born in Arcata, California, it is so great to now live in Twentynine Palms. Now, as a Veteran, military spouse and mother I am back to my roots of creating. Finding ways to create art inspired by nature is my true passion. I love to work with various mediums such as resin, woodworking, sculpting, and acrylic paints.

EDUCATION

SELF TAUGHT

Twentynine Palms, CA

WORK EXPERIENCE

SHOP OWNER OF NOMADICWOODDESIGNS

<https://nomadicwooddesigns.etsy.com>
2023- present

SHOP OWNER SHARRASSWEETS

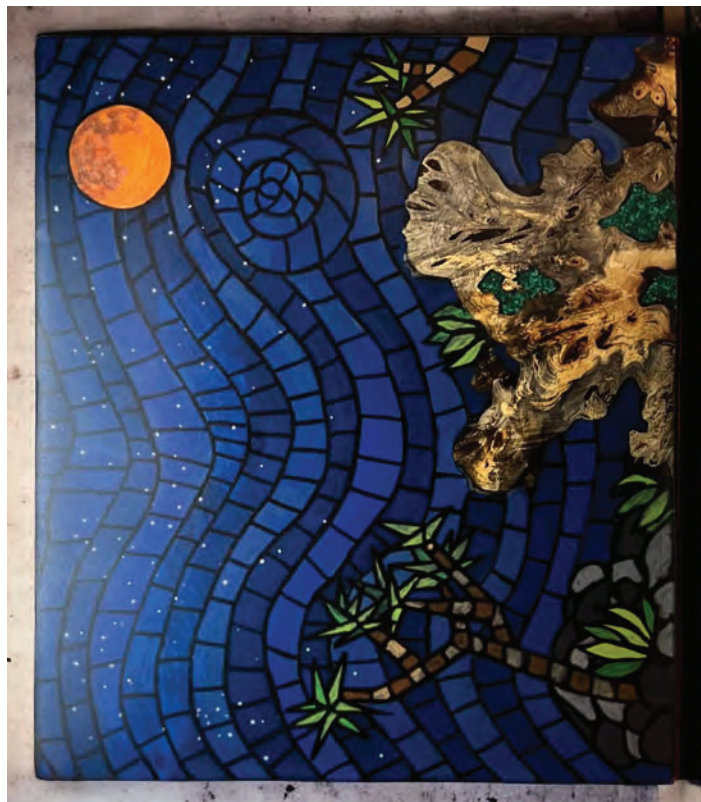
<https://sharrassweets.etsy.com>
2021- present

EXHIBITS

JOSHUA TREE

Joshua Tree National Park Association 2023
Group Exhibit







Artist or Art Group Name:

Zebulon Zang

* Artist is 18 or older?

Yes

If Art Group; Main Contact:

SKIPPED

Address:

890 Landers Ln

Unit 3361

Landers CA 92285

*** Email**

zebulonzang@gmail.com

Cell number:

(619) 301-9301

Home number:

SKIPPED

Examples of prior work (must be supplied electronically using the following file naming format)

ArtistName.TitleofWork.jpg

*** 1. Title of work:**

Study of Vista

Description:

SKIPPED

* Attachment

[ZebulonZang_StudyOfVista.png](#)

*** 2. Title of work:**

Study of Near Sunset

Description:

SKIPPED

* Attachment

[ZebulonZang_StudyOfVista.png](#)

*** I certify that I have created the above artwork (please initial):**

ZZ

Design for Utility Box Installation: Title of work:

Before The Rain

Brief Description:

SKIPPED

* Image of Design

[2025 TVV Artist Application and Agreement for Utility Box Program copy.pdf](#)

[Utility Box Template](#)

* Resume

[ArtistResume_ZebulonZang.pdf](#)

Application Packet

Please confirm that your application packet includes:

- o Detailed description, and/or >300dpi image, of the submission (see pg 8, Exhibit A)
- o Artist Statement

- o Artist Agreement
- o Resume and a minimum of two examples of prior work

In lieu of an Artist Statement and Resume, Youth (17 & under, 7th grade minimum) entries may provide a paragraph on their design inspiration and why they would like to be selected.

All application packages must be submitted by Tuesday, April 29, 2025 at 5 p.m. Please direct any questions to publicart@yucca-valley.org.

Terms of Submission

I agree that (1) my submission(s) and their content will automatically become the property of the Town of Yucca Valley, with a \$500 stipend to me, (2) The Town of Yucca Valley may use or redistribute the submission and their contents for any purpose and in any way, (3) there is no obligation for the Town of Yucca Valley to review the submission, (4) there is no obligation to keep any submission confidential. Further, I agree to waive any and all rights in the Visual Artists Right Act, 17 U.S. C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), including but not limited to rights of attribution and rights to removal or possession.

*** I have read the aforementioned information and agree to the rules and regulations stated.**

Zebulon Zang

Date and Time

05/05/2025 1:23 PM

Parent/Guardian (if artist is a minor)

SKIPPED

Date and Time

SKIPPED

Disclaimer

I have read the attached information and agree to the rules and regulations stated. The undersigned agrees to indemnify and hold harmless the Town of Yucca Valley, its Council, Officers, Boards, Commissions, Agents, associated Committees and Employees for any loss or liability which results or is alleged to have resulted from my participation in this event, including any claim arising out of the applicants' entry, acts, or omissions in said contest or any accident, injury or damage involved therein, including but not limited to attorney fees and court costs. I have read and fully understand these policies.

* Artist Signature

Zebulon Zang

* Date and Time

05/05/2025 1:23 PM

Artist Agreement

Artist and the Town of Yucca Valley will sign an Artist Agreement once selection has been made. The Town of Yucca Valley will received the rights to Utility Box Artwork following selection of the artist and art. Utilization of the art and its images both in print and in electronic form will be at the sole discretion of the Town of Yucca Valley. Said Artwork may be removed at any time for any reason at the sole discretion of the Town of Yucca Valley or the utility box owner. Please confirm that your application package includes: detailed image using the Utility Box Template, Artist Statement, Resume and a minimum of two examples of prior work. In lieu of an Artist Statement and Resume, Youth entries may provide a paragraph on their design inspiration and why they would like to be selected.

All applications packages must be submitted by Tuesday, April 29, 2025 by 5 p.m. Please direct any questions to publicart@yucca-valley.org.

The Town of Yucca Valley, a California municipal corporation ("Town") and the undersigned, a private individual ("Artist") agree to the following terms and conditions ("Agreement") for Artist's participation in the Utility Box Art Program ("Program") by providing the submitted original work ("Artwork"), as shown on Exhibit A, to be installed at Sites. Utility Box Sites throughout Town ("Sites").

Purpose of Agreement

The Parties agree that the Artwork generally depicted in Exhibit A, shall be temporarily installed at the Sites, in accordance with the terms of this Agreement. In consideration of the installation of the Artwork, Town agrees to allow the public display the Artwork at the Sites beginning in 2025.

Effective Date of Agreement

This Agreement shall have an effective date of April 29, 2025, regardless of when signed and executed by the Parties, until such time as the Artwork is removed by the Artist.

Termination

A. Town Manager may suspend the performance of this Agreement in whole or in part, or terminate this Agreement, with or without cause, by giving five (5) days prior written notice thereof to Artist. Upon receipt of such notice, Artist will immediately discontinue performance of this Agreement.

Artist's Representation and Warranties

A. Artist represents and warrants that Artist is the original and only creator and owner of the Artwork. Artist further represents and warrants that the Artwork is free and clear of any liens that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork.

B. Artist represents and warrants that Artist is the sole owner of any and all copyrights and other intellectual property rights, that may or do exist and pertain to the Artwork.

Installation and Delivery

A. Artist shall work with Town staff to meet Town requirements for the installation of the Artwork.

B. If the Town incurs any unanticipated costs as a result of any failure by Artist to carry out obligations under this Agreement, Artist shall reimburse Town for those costs. Artist shall pay any such cost within thirty (30) days of receiving a written invoice from the Town.

Maintenance/Removal of Artwork

A. Town is not required to maintain the Artwork and is not liable to Artist for damage or vandalism of the Artwork however caused.

B. If the Artwork suffers damage or deterioration, Town may in its sole discretion remove the Artwork from display, replace any portion of the Artwork or translate any component into new media, or maintain the Artwork on display despite its damaged or deteriorated condition. Town may alter or remove the Artwork in whole or in part in Town's sole judgment at any time without notice to Artist.

Authorization for Town's Use of Artwork Display Artist irrevocably assigns to the Town of Yucca Valley the unconditional right to reproduce, copy, exhibit, publish, or distribute, in whole or in part, in any medium, now or later developed, photographs and other two- or three-dimensional reproductions of the Artwork for informational, educational, promotional, public relations, advertising, tourism, art, commercial, or any other purposes— without charge to Town and without payment to Artist of any additional compensation, fee, royalty, or damages.

Intellectual Property and Publicity Rights

A. Towns Intellectual Property License. Artist grants to Town and its officials, agents, employees, volunteers, authorized contractors and assigns, an unlimited, non-exclusive, perpetual and irrevocable license to do the following with respect to the Artwork:

1. Use and Display. Town may use and display the Artwork during the duration of this Agreement.

2. Reproduction and Distribution. Town may make and distribute, and authorize the making, display and distribution of, photographs and other two dimensional reproductions of the Artwork. Town may use such reproductions for any Town related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Town shall ensure that the reproductions are made in a professional manner, in the sole and reasonable judgment of the Town.

B. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by the Artist and is not responsible for protecting the intellectual property rights of the Artist.

C. Credit to Artist. Town shall use its best efforts to give credit creation of the Artwork to the Artist in any public showing, exhibition or illustration of the Artwork under the Town's control.

D. Alteration. If Town alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork.

E. Release and Waiver. Artist waives all claims against Town arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art.

Nonconforming

If the Artwork does not substantially conform to the proposal as described in Exhibit A attached hereto or as mutually agreed by the parties, notice of specific non-conformity and request for the Artist to address the specific non-conformity shall be given to Artist in writing within one (1) week after submission of the application. Artist shall have one (1) week to resubmit the application. If, after resubmission, the Artwork still does not conform, the City retains the right to immediately terminate the Agreement.

Credit to Artist

Artist grants the Town of Yucca Valley permission to use without additional compensation Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding the Town.

Subcontracting

A. Artist shall not subcontract any portion of the work to be performed under this Agreement without prior written authorization from the Town Manager or his/her designee.

B. Artist shall be responsible for directing the work of any sub-contractors and for any compensation due to sub-contractors. Town assumes no responsibility whatsoever concerning compensation. Artist shall be fully responsible to Town for all acts and omissions of a sub contractor. Artist shall change or add sub-contractors only with the prior approval of the Town Manager or his/her designee.

Waiver of Claims

In exchange for the Town's permitting Artist to participate in the Program, Artist waives any right of recovery against the Town (including its officers, agents, and employees) for any injury or damage to Artist including without limitation bodily injury, personal injury (i.e., libel, slander, defamation of character), and injury to property rights, arising out of Artist's participating in the Program.

Insurance

The Town of Yucca Valley is not responsible for damage to loaned artwork. The Town does not provide insurance for artwork while exhibited, including during transport and installation. As most homeowners' policies exclude coverage of artwork while being loaned, the Artist is strongly encouraged to purchase Fine Art Exhibition Insurance. The Artist hereby grants to the Town a waiver of any right to subrogation which any insurer of the Artist may acquire against the Town by virtue of the payment of any loss under such insurance.

Indemnification

Artist shall indemnify, protect, defend and hold harmless the Town its officials, employees, volunteers and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of the Artist and/or Donor or any of Artist's or Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 et seq, or similar state, federal, or international law. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town, if any, and costs of suit, attorney's fees and other costs, liabilities and expenses of the Town in connection with such proceeding. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist. Artist acknowledges and agrees that their obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist. If the Artist is required to defend the Town as set forth above, the Town shall retain the right to select the counsel who shall defend the Town. The Town shall promptly notify the Artist of any proceeding and shall cooperate fully in the defense.

Notice

Notice when required herein, shall be deemed properly given and complete when provided by personal delivery, email correspondence or upon five (5) days after mailing U.S. first class mail, postage prepaid to the following addresses, or to any other updated address which may have been provided in writing from one party to the other:

If to Artist:

If to Town:

Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284
(760) 369-7207

Each party shall ensure that the other party is properly notified in writing of any revisions or updates to these addresses.

Compensation

The total stipend for the design of the Artwork shall be five hundred dollars (\$500.00).

Liability of Town

Notwithstanding any other provision of this Agreement, in no event is the Town liable to Artist (regardless of whether any claim is based on contract or tort) for any special, consequential, indirect or incidental damages (including, but not limited to, lost profits) arising out of or in connection with this Agreement or the work performed in connection with this Agreement.

No Employment Relationship

Artist is at all times to be an independent contractor and is wholly responsible for the manner in which Artist creates, delivers, installs and removes the Artwork. Artist is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Town and Artist. Any terms in this Agreement referring to direction from Town shall be construed as providing for direction as to policy and the result of Artist's work only, and not as to the means by which such a result is obtained.

Binding on others; California law

This Agreement is binding upon Artist's heirs, successors, licensees, agents and assigns, and is governed by the laws of the State of California.

Entire Agreement; Modification

This Agreement represents the entire and integrated Agreement between Town and Artist, and supersedes all other negotiations, understandings, promises, and agreements, either oral or written. This Agreement may only be modified in writing signed by the Town's authorized representative and Artist.

[SIGNATURES BELOW]

*** Artist Signature (print name)**

Zebulon Zang

Date and Time

05/05/2025 1:24 PM

Parent/Guardian (if artist is a minor, parent signature is also required)

SKIPPED

CV

Zebulon Zang

One and Two Person Exhibitions

- 2024 'Printers Dance' in collaboration with Jesse Colin Jackson, Casa Taller Jose Clemente Orozco, Guadalajara Mexico
'Printers Dance' in collaboration with Jesse Colin Jackson, Distrito 350, Guadalajara Mexico
'Printers Dance' in collaboration with Jesse Colin Jackson, Taller Nodo Guadalajara Mexico
'Machinic Interrupted ', Distrito 350, Guadalajara, Mexico
- 2020 'Moment in the Sun ', S3026, Boulder, Colorado, USA
'Volcanoes don't make love with the stars', The Pole, Den Haag, Netherlands
- 2019 'Too Much For Words', Casa Equis, Mexico City, DF, Mexico
- 2018 'Light Time', 508 Gallery, San Diego, CA, USA
'The Emptiness of A Mirror', Commons Gallery, San Diego CA, USA
- 2017 'Deep Cuts', Green Walls Gallery, La Jolla, CA, USA
'Life Lived With Materials', Main Gallery, San Diego CA, USA
- 2016 'No Name Creek', Evergreen Art Gallery, Coquitlam, BC, Canada
'Modes of Traveling', Spare Room, Vancouver, BC, Canada
- 2014 'Fountains', CSA Space, Vancouver, BC, Canada

Group Exhibitions

- 2024 'Found, Not Lost', VESTA, Los Angeles, CA, USA
- 2023 'Found, Not Lost', VESTA, West Glover, VT, USA
- 2020 'Passing Time', online exhibition, <https://www.passing-time.org/>
'To Be Continued', Platform Gallery, Winnipeg, MB, Canada
- 2019 'Eccentricity Has Room', Museum of Contemporary Art San Diego, San Diego, CA, USA
'The Last Resort', University of California, San Diego, La Jolla, CA, USA
- 2018 'SoCal MFA Juried Exhibition', Millard Sheets Art Center, Pomona, CA, USA
'Ciclónica', Mexico City, DF, Mexico, Organized by Antonio Nieto Cuevas
- 2017 'Kamias Biennale', Manila, Philippines
'Vacation', University of California, San Diego, La Jolla, CA, USA
- 2015 'No Monologue', 221A, Vancouver, BC, Canada
- 2014 '[Music Playing]', Avenue, Vancouver, BC, Canada
'Through the Somethingscape', Concourse Gallery, Vancouver, BC, Canada

Zebulon Zang
zebulonzang@gmail.com
619.301.9301

- 2013 'Eye, Hand, Mind, Hand, Eye, Soul...', Emily Carr Library, Vancouver, BC, Canada
 'Installation By Default', Dynamo Arts Association, Vancouver, BC, Canada
 'Made In Space Made In Speech', Concourse Gallery, Vancouver, BC, Canada

Selected Screenings

- 2024 Small File Media Festival, Vancouver, BC, Canada
 Paadmaan Video Event, Rozenstraat, Amsterdam, Holland
 Paadmaan Video Event, Supermarket Art Fair, Stockholm, Sweden
- 2023 The Garage, Boulder, Colorado
- 2022 Mimesis Film Festival, Boulder, Colorado
 aCinema: Sonic Geologies, Milwaukee, Wisconsin
- 2019 Buenos Aires Film Festival, Buenos Aires, Argentina
- 2018 Dumbo Film Festival, New York, New York
 Vancouver International Film Festival, Vancouver, BC
 Nominations: *"Best Canadian Screenplay"*
"Best of British Columbia - Film"
- 2016 Lost Frames, Manila, Philippines

Curatorial Projects

- 2024 'Paperweight Biennale VI' Walter N Marks Center for the Arts, Palm Desert, CA, USA
- 2023 'To live is so startling', Zac Cocciolo, Coquit Gallery, Landers, CA, USA
 'Paperweight Biennale V', COQUIT, Landers, CA, USA
- 2020 'Paperweight Biennale IV', Coquit Gallery- Online
 'Single Sentence Publishing', Koreatown, Los Angeles, CA USA
 'Video In/Video Out'— Nima Bahrehmand, Richard Kuan, Katrina Niebergal, Coquit Gallery, Los Angeles, CA, USA
 'Keep the event open/Tell me I don't think so'— Alexis Hudgins, Jason Underhill, Coquit Gallery, Los Angeles, CA, USA
- 2019 'Potential Blueprints'— Angus Ferguson, Casey Polacheck, Patrick Shields and Evelyn Walker, Coquit Gallery, Los Angeles, CA, USA
 'Candied Stones'— Andrea Nones, Brigitte Lochhead, Zara Kuredjian, Coquit Gallery, Los Angeles, CA, USA
- 2018 'Muses and KnickKnacks', SME Gallery, University of California, San Diego, CA, USA
 'Paperweight Biennale III', Llorar Gallery, Mexico City, DF, Mexico
 'Gesture Week' -In collaboration with Andrew Sturm and Ricardo Dominguez- University of California, San Diego, CA, USA

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- 2017 'Single Sentence Publishing', Maillardville, BC, Canada
'Painters' -In collaboration with Monique Van Genderen- University Art Gallery, University of California, San Diego, CA, USA
- 2016 'Paperweight Biennale II', SME Gallery University of California, San Diego, CA, USA
'Closing'– Phil Woolf, Andrew Lee, Braden Wear, M.C.A.S., BC, Canada
'Un/Earth'– Blake Wallace, M.C.A.S., BC, Canada
'Version Sub Rip'– Sydney Hart M.C.A.S., BC, Canada
'Room For All Of It'– Katrina Niebergal M.C.A.S., BC, Canada
- 2015 'Island Time'– Joel Doyle, UNIT/PITT Projects, Vancouver, BC, Canada
'Golden Flower'– Stephan Wright, M.C.A.S., BC, Canada
'Canada Pavilion Coquitlam'– James Linton Murphy, M.C.A.S., BC, Canada
'Cobla'– Heidi Kerr, M.C.A.S., BC, Canada
- 2014 'Communist Cannibalism: Screening Series' – UNIT/PITT Projects, BC, Canada
'Ex Nihilo Nihil Fit'– Jamie Ward, M.C.A.S., BC, Canada
'Paperweight Biennale I'– M.C.A.S., BC, Canada
'Wood Carvings'– John Ostenstad, M.C.A.S., BC, Canada
'Recent Work'– Charlie Satterlee, M.C.A.S., BC, Canada
'0.01 Library'– M.C.A.S., BC, Canada
'Utilities'– Meaghen Buckley, M.C.A.S., BC, Canada
'Appalachian Couture'– Mandy Mitton, M.C.A.S., BC, Canada
- 2013 'Whatever this is, it won't last long'– Brad Allen, Scott Kemp & Gregory Ligen, UNIT/PITT Projects, BC, Canada
'Here Comes the Satisfaction'– Brad Allen, M.C.A.S., BC, Canada
'Right now, not yet'– Brigitte Lochhead, M.C.A.S., BC, Canada
'Omnis Festinatio Diaboli Es'– Zachary Cocciolo, M.C.A.S., BC, Canada
'Bric-à-Brac'– Kellen Deighton, M.C.A.S., BC, Canada

Public Presentations

- 2024 'Printers Dance' Artist Talk, Museo Cabanas, Guadalajara Mexico
'Printers Dance' Artist Talk with Jesse Colin Jackson, University of Guadalajara, Guadalajara Mexico
'Abject' Conversation with Juan Bastardo, Enrique Nuno, Ruben Ortiz Torres, Espacio Morelos, Guadalajara Mexico
'Developing through Failures of Technology' - Masterclass, Taller Nodo, Guadalajara Mexico
'To Fall and Return', Artist Talk, Distrito 350, Guadalajara Mexico
'Pictures and Objects', Guest lecture, ITESO, Universidad Jesuita de Guadalajara, Mexico
- 2022 'Zebulon Zang: New and Old Works' Artist Talk, CalArts, USA
'Money For Less Than Nothing - NFT's: Art, Technology, Finance', Guest Lecture, ART 12A: Electronic Culture, University of California Irvine
- 2021 'Money For Nothing - NFT's: Art, Technology, Finance', Guest Lecture, ART 12A: Electronic Culture, University of California Irvine
- 2019 'The Weight of a Picture', Artist Talk, ESARQ, Guadalajara, Mexico

Zebulon Zang
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- ‘Buildings for Words: Text Art and Real Estate Development’, Guest lecture, VIS 110 UCSD
- 2018 ‘Brand Icons and Secular Knock-offs’, Iconoclasm as Method Getty Consortium Seminar, Getty Center, Los Angeles, CA USA
‘M.C.A.S.: The gallery and community’, Keynote address for: ‘Ethics, Aesthetics and Art Audiences Series’, Concordia University, Montreal, Canada
- 2017 ‘DMT and Virtual Reality’, Science Studies Conference, University of California, San Diego, CA, USA
‘The Wet and Dry of the Otherworldly’, AHGSA Annual Symposium. University of Arizona, Tucson, AZ, USA
- 2016 ‘Alternative Evolution: Psilocybin and the human brain’, 221A, Vancouver, BC
- 2014 ‘Copy, Comedy Cynicism’, Avenue gallery, Vancouver, BC

Collaborations

A Life in Review (Experimental Animation)- Blake Wallace 2024-2025
Producer / Co-Writer: This project focuses on the lived experience of a disabled indigenous youth growing up in Canada within a largely immigrant community.

A Heroic Effort (Narrative feature film) - Zac Cocciolo 2024-2025
Producer/ Disability Coordinator: This film focuses on the ways the wellness industry attempts to resolve issues of permanent disability through the story of a middle aged queer artist.

Felicia Montealegre (Documentary) – Fabiola Carranza 2023
Cinematographer: This documentary film is about the life, artworks, and often forgotten radical leftist politics of Felicia Montealegre, the wife of composer Leonard Bernstein, shot at the couple's house in Fairfield Connecticut.

Modular Dome Construction - Patrick Shields 2023-2024
Consultant / Builder: Implemented and further refined a modular building system for multi-use structures as both creative and living space.

Experiments in Projection Mapping - Josh Awesome 2020-2022
Artist and Projectionist: Produced multi-projector works considering issues of light as architecture and organic vs industrial development in offgrid areas.

Various Mural and Museum Projects - 3B Collective 2019 - Present
Collaborator: 3B Collective is an artistic collective of indigenous and chicano artists who create murals around Southern California. Worked to help in the design and production of a selection of murals and works for exhibitions

Professional Experience

2025 Art 04, Professor, Visual Arts Department, College of the Desert
ART 138, Lecturer, Visual Arts Department, UCI

Zebulon Zang
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- 2024 Art 11b, Professor, Visual Arts Department, College of the Desert
 Art 34, Professor, Visual Arts Department, College of the Desert
 ART 65b, Lecturer, Visual Arts Department, UCI
 ART 126b, Lecturer, Visual Arts Department, UCI
 ART 138, Lecturer, Lecturer, Visual Arts Department, UCI
- 2023 ART 65, Lecturer, Visual Arts Department, UCI
- 2019 VIS 130, Instructor of record, Visual Arts Department, UCSD
 CAT 3, Professor Phoebe Bronstein, Teaching assistant, Spring Quarter, Sixth College, UCSD
 CAT 2, *Professor Hoang Tan Nguyen*, Teaching assistant, Winter Quarter, Sixth College UCSD
- 2018 CAT 1, *Professor David Borgo*, Teaching assistant, Fall Quarter, Sixth College, UCSD
 VIS 70, *Professor Brian Cross* Teaching assistant, Spring Quarter - Visual Arts Department, UCSD
 VIS 60, *Professor Lorena Gomez* Teaching assistant, Winter Quarter - Visual Arts Department, UCSD
- 2017 VIS 70, *Professor Erica Cho* Teaching assistant, Fall Quarter - Visual Arts Department, UCSD
 VIS 70, *Professor Brian Cross*. Teaching assistant, Spring Quarter - Visual Arts Department, UCSD
 VIS 2, *Professor Ricardo Dominguez*. Teaching assistant, Winter Quarter - Visual Arts Department, UCSD
- 2016 VIS 1, *Professor Ruben Ortiz*. Teaching assistant, Fall Quarter, Visual Arts Department, UCSD

Press/ Publications

- 2018 HyperAllergic - Textile Art Threads by Leanna Robinson
- 2015 Issue Magazine, No. 4 Vol 4
 Yellowfield 10
- 2014 Vancouver is Awesome- *The Opening* (Interview)
- 2013 MANKIND No. 2
 The Bartleby Review- *Landscape for a Friend*
- 2011 The Woo
 Troppo Tardi
 Milk With Tea (Interview)

Residencies

- 2025 Artist In Residence - UC Nature, Burns Pinion Reserve

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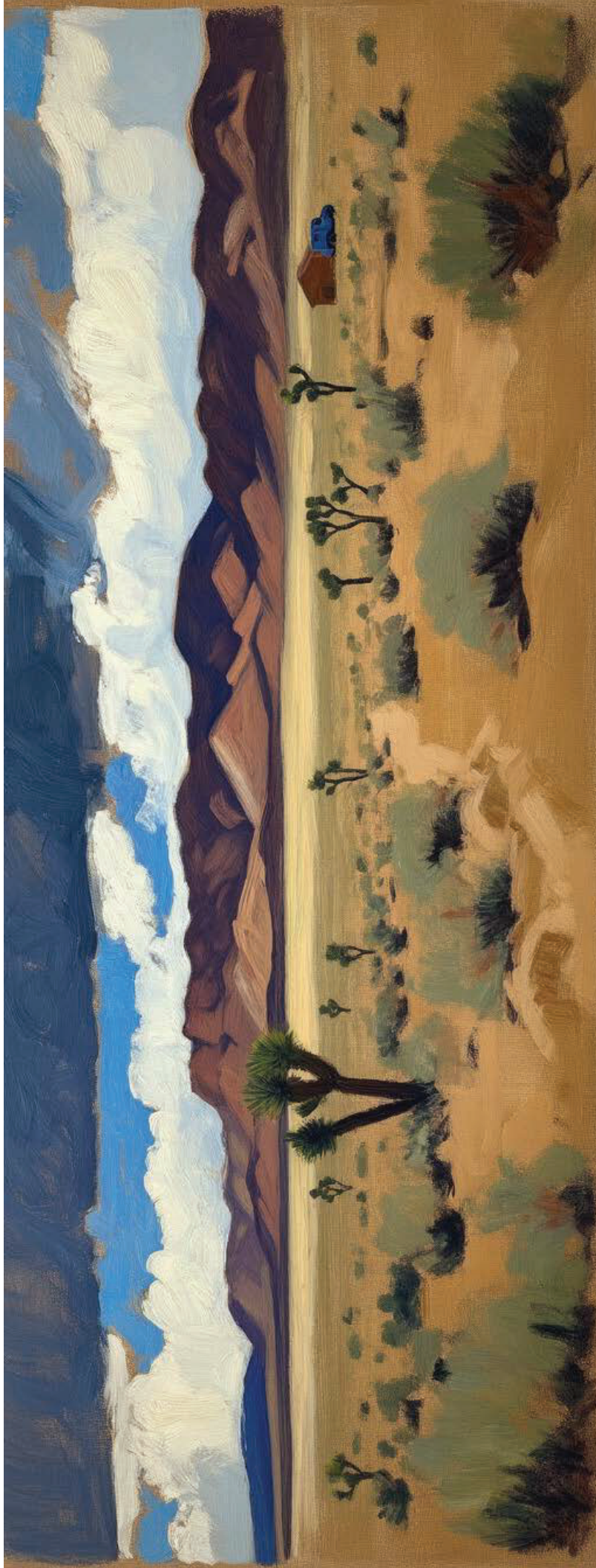
- 2024 Artist In Residence - UC Nature, Burns Pinion Reserve
Distrito 350, Guadalajara, Mexico
- 2018 SOMA Summer, Mexico City, Mexico
- 2013 *Always Lift Inking Rollers When Press Not In Operation*, The Banff Center, Banff, Canada

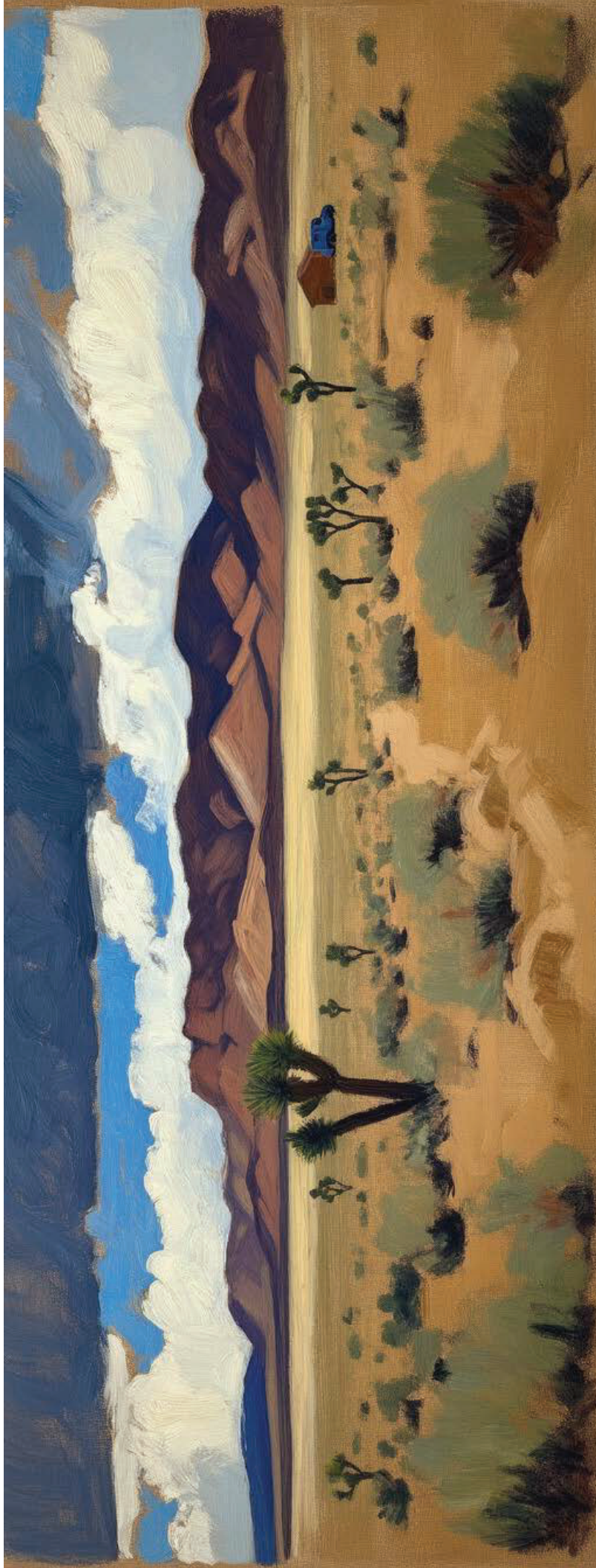
Awards & Grants

- 2024 Grants for Conferences and Travel, Alianza MX, University of California
- 2019 Summer Graduate Teaching Scholarship, University of California, San Diego
- 2018 Russell Foundation Grant - *The Russell Foundation*
- 2017 Arts Project Fund.- BC Arts Council
- 2016 Travel Research Grant -University California San Diego
- 2015 Early Career Development Grant - BC Arts Council

Education & Training

- 2019 MFA, Visual Arts, University of California San Diego, San Diego U.S.A.
Introduction to college teaching, Center for Engaged Teaching, UCSD
Course Design, Center for Engaged Teaching, UCSD
- 2017 Lighting Design Program, Bauhaus University, Weimar, Germany
- 2013 BFA Critical and Cultural Studies, Emily Carr University. Vancouver, Canada







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



To: Town Council

From: Thomas Jex, Town Attorney, Curtis Yakimow, Town Manager

Date: September 12, 2025

Meeting Date: September 16, 2025

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

Recommendation:

That the Town Council adopt the following resolutions entitled:

1. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING THE TOWN'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO SAN BERNARDINO COUNTY; and

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

Prior Review:

None for this item.

Discussion:

Executive Summary:

The Town Council has the opportunity to approve the Town's participation in two national opioid litigation settlements. The proposed Resolutions would authorize the Town's participation in each, direct the settlement funds to the San Bernardino County ("County"), and authorize the Town Manager to take necessary actions to facilitate the Town's participation in the settlements.

Discussion:

The United States has faced an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis. Since 2017, local governments and states have pursued litigation against manufacturers, distributors, and retailers of opioid pharmaceuticals to hold such parties financially responsible for the opioid epidemic's impacts and generate resources to address the crisis.

The Town Council has previously authorized the Town's participation in national opioid settlements. The various settlements have been similarly administered, with local jurisdictions, like Yucca Valley, receiving a percentage of funds distributed to the State of California. The Town determines whether to receive and program the funds directly or direct the funds to the County for County-wide programming of the settlement funds. The funds may only be programmed for limited uses pertinent to opioid remediation, and reporting requirements for fund expenditures apply.

Here, staff recommends the Town's participation in two separate opioid-related litigation settlements. The first concerns a tentative settlement reached in the matter of, *In re: Purdue Pharma L.P., et al., Debtors (Chapter 11)*, U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649, concerning Purdue Pharma L.P. ("Purdue") and its owners, the Sacklers ("Settlement 1"). The second concerns a tentative settlement was reached in the matter of, *In re: National Prescription Opiate Litigation*, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation) ("Settlement 2") concerning eight opioid manufacturers: Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Inc., Hikma Pharmaceuticals USA Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, Inc. (collectively, the "Manufacturers").

Settlement 1 is being implemented in connection with Purdue's bankruptcy proceedings, unlike prior national opioid litigation settlements that the Town has participated in. Settlement 1 contemplates that the Sacklers will pay an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's effective date (expected to be in 2026), though some amounts are subject to discounted prepayments, and these amounts are in addition to amounts available from the Purdue estate including amounts available on the effective date (expected to be around \$900 million) and other amounts. California state and local governments are scheduled to receive as much as \$440 million. The deadline for the Town to opt into Settlement 1 is September 30, 2025.

Settlement 2 is structured like prior opioid-litigation settlements and is not tied to any bankruptcy matter. It contemplates the Manufacturers' payment of a total of approximately \$1.1 billion, in the form of payments (\$720 million) and distributions of medications for treatment for opioid disorders. The deadline for the Town to opt into Settlement 1 is October 8, 2025.

Despite not being a party to either tentative settlement, the Town may opt-into Settlement 1 and Settlement 2 if it accepts the settlement terms and releases claims against Purdue, the

Sacklers, and the Manufacturers. The proposed Resolutions will approve the Town's participation in Settlement 1 and Settlement 2 and authorize the Town Manager authority to take all action necessary to facilitate participation in the settlements and direct payments to the County for its programming related to abating the opioid crisis.

Alternatives

The Town Council may decline to adopt the proposed Resolutions and opt into the settlements.

Fiscal Impact:

The Town's participation in the settlements will facilitate its receipt of settlement funds in the same percentage (0.003%) that it has been allocated in prior opioid-related litigation settlements. However, the proposed Resolutions would direct Yucca Valley's allocation to the County for its expenditure and reporting of the settlement funds to assist with addressing and ameliorating the opioid crisis.

Attachments

1. Yucca Valley Resolution - Alvogen et al. Opioid Settlement
2. Yucca Valley Resolution - Purdue Sackler Opioid BK Settlement

RESOLUTION NO. 25-__

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

WHEREAS, the United States has faced an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, since 2017, local governments and states have pursued litigation against manufacturers, distributors, and retailers of opioid pharmaceuticals to hold such parties financially responsible for the opioid epidemic's impacts and generate resources to address the crisis; and

WHEREAS, on or about April 4, 2025, a tentative settlement was reached in the matter of, *In re: National Prescription Opiate Litigation*, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation) (the "Settlement") concerning eight opioid manufacturers: Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex Inc., Hikma Pharmaceuticals USA Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, Inc. (collectively, the "Manufacturers"); and

WHEREAS, the Settlement contemplates a total of approximately \$1.1 billion, in the form of payments (\$720 million) and distributions of medications for treatment for opioid disorders as follows:

- A. Mylan (now part of Viatris): \$284,447,916 paid over nine years;
- B. Hikma: \$95,818,293 paid over one to four years;
- C. Amneal: \$71,751,010 paid over 10 years;
- D. Apotex: \$63,682,369 paid in a single year;
- E. Indivior: \$38,022,450 paid over four years;
- F. Sun: \$30,992,087 paid over one to four years;
- G. Alvogen: \$18,680,162 paid in a single year;
- H. Zydus: \$14,859,220 paid in a single year; and

WHEREAS, the Settlement also contains injunctive relief prohibiting seven of the Manufacturers (not including Indivior) from promoting or marketing opioids and opioid products or making or selling any product that contains more than 40 mg of oxycodone per pill. They are also required to implement a monitoring and reporting system for suspicious orders. Indivior has agreed to not manufacture or sell opioid products for the next 10 years, but it will be able to continue marketing and selling medications to treat opioid use disorder; and

WHEREAS, although the Town is not a party to this litigation, it may opt into the Settlement and receive its benefits in exchange for releasing its claims against the Manufacturers; and

WHEREAS, under the terms of Settlement, California state and local governments are scheduled to receive as much as \$70 million, some of which will be distributed to cities and counties; and

WHEREAS, the more cities with populations greater than 10,000, such as the Town, which opt into the agreement the more funds their respective counties and states are to receive under the Settlement; and

WHEREAS, opting into the settlement would allow the Town to receive, or to transfer to San Bernardino County (the “County”), funds from the Settlement, which can be used to treat opioid use disorder and for related purposes; and

WHEREAS, jurisdictions must opt into the Settlement before September 30, 2025; and

WHEREAS, the intent of this Resolution is to approve the Town’s participation and opt-in into the Settlement, direct the Settlement funds to the County, and authorize the Town Manager to take necessary actions to facilitate the Town’s participation in the Settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley does resolve, declare, determine and order as follows:

Section 1. Findings. The Town Council of the Town of Yucca Valley finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Approval. The Town Council hereby:

A. Approves the Settlement with the Manufacturers; and

B. Authorizes the Town Manager to take all actions necessary to facilitate the Town’s participation in the Settlement and direct the payment of Settlement funds to the County, including, without limitation, the execution of agreements or other ancillary settlement documents.

Section 3. Ratification. All actions heretofore taken by the Town Council and other appropriate public officers and agents of the Town with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 4. Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to this resolution shall continue in full force and effect unless amended or modified by the Town.

Section 5. Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this __th day of _____, 2025.

Jeff Drozd, Mayor

ATTEST:

APPROVED AS TO FORM:

Lesley Copeland, Town Clerk

Thomas Jex, Town Attorney

RESOLUTION NO. 25-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING THE TOWN'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO SAN BERNARDINO COUNTY

WHEREAS, the United States has faced an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, since 2017, local governments and states have pursued litigation against manufacturers, distributors, and retailers of opioid pharmaceuticals to hold such parties financially responsible for the opioid epidemic's impacts and generate resources to address the crisis; and

WHEREAS, on or about June 16, 2025, a tentative settlement was reached in the matter of, *In re: Purdue Pharma L.P., et al., Debtors (Chapter 11)*, U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649, concerning Purdue Pharma L.P. ("Purdue") and its owners, the Sacklers (the "Settlement"); and

WHEREAS, unlike prior national opioid litigation settlements that the Town has participated in, a new settlement opportunity presents itself via federal bankruptcy litigation, and the Settlement is being implemented in connection with Purdue's bankruptcy proceedings; and

WHEREAS, the Settlement contemplates that the Sacklers will pay an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's effective date (expected to be in 2026), though some amounts are subject to discounted prepayments, and these amounts are in addition to amounts available from the Purdue estate including amounts available on the effective date (expected to be around \$900 million) and amounts that may be paid in the future; and

WHEREAS, the Settlement also contains injunctive relief governing opioid dispensing practices and requires Purdue's successor-in-interest to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement; and

WHEREAS, although the Town is not a party to this litigation, it may opt into the Settlement and receive its benefits in exchange for releasing its claims against Purdue and the Sacklers; and

WHEREAS, Purdue and the Sacklers will pay \$7.4 billion over approximately 15 years; and

WHEREAS, under the terms of Settlement, California state and local governments are scheduled to receive as much as \$440 million, some of which will be distributed to cities and counties; and

WHEREAS, the more cities with populations greater than 10,000, such as the Town, which opt into the agreement the more funds their respective counties and states are to receive under the Settlement; and

WHEREAS, opting into the settlement would allow the Town to receive, or to transfer to San Bernardino County (the “County”), funds from the Settlement, which can be used to treat opioid use disorder and for related purposes; and

WHEREAS, jurisdictions must opt into the Settlement before September 30, 2025; and

WHEREAS, the intent of this Resolution is to approve the Town’s participation and opt-in into the Settlement, direct the Settlement funds to the County, and authorize the Town Manager to take necessary actions to facilitate the Town’s participation in the Settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Yucca Valley does resolve, declare, determine and order as follows:

Section 1. Findings. The Town Council of the Town of Yucca Valley finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Approval. The Town Council hereby:

A. Approves the Settlement with Purdue and the Sacklers; and

B. Authorizes the Town Manager to take all actions necessary to facilitate the Town’s participation in the Settlement and direct the payment of Settlement funds to the County, including, without limitation, the execution of agreements or other ancillary settlement documents.

Section 3. Ratification. All actions heretofore taken by the Town Council and other appropriate public officers and agents of the Town with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 4. Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to this resolution shall continue in full force and effect unless amended or modified by the Town.

Section 5. Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED AND ADOPTED this __th day of _____, 2025.

Jeff Drozd, Mayor

ATTEST:

APPROVED AS TO FORM:

Lesley Copeland, Town Clerk

Thomas Jex, Town Attorney

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



To: Town Council

From: Clayton Rardon, Recreation Supervisor

Date: September 11, 2025

Meeting Date: September 16, 2025

Subject: 2025-26 Youth Commission Appointments

Recommendation:

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

Prior Review:

The Town Council appoints Youth Commissioners annually at the beginning of the term.

Discussion:

Discussion

The Town Council established the Youth Commission to be appointed annually to serve as an advisory group to provide recommendations on youth-related issues in Yucca Valley. The Council has appointed the Parks, Recreation and Cultural Commission to make recommendations for appointment and to oversee the activities of the Youth Commission.

The Yucca Valley Youth Commission was established in 1995. The commission consists of young people in grades 7 through 12. The Council established the Youth Commission to serve as an advisory group to provide recommendations on youth related issues. As the Council-appointed overseers of the Youth Commission activities, the Parks, Recreation and Cultural Commission has traditionally reviewed the Youth Commission applications and made a recommendation for appointment.

The Town received a total of 40 applications for the 2025-26 Youth Commission. The 39 applicants that are recommended for appointment at this time are:

	Applicant Name	Grade	School	Prior Terms
1	Acacia Smith	12th	YVHS	4
2	Richard Abbott	11th	YVHS	4
3	Avneet Kaur	10th	YVHS	3
4	Sophia Abbott	11th	YVHS	3

5	Taylor Soares	11th	YVHS	3
6	Gary Abbott	9th	ACEE	2
7	George Wingerter	11th	iLead	2
8	Jaleah Falcon	10th	YVHS	2
9	Kalea Powell	12th	LUOA	2
10	Milo Danza	9th	GMCS	2
11	Peanut AridaSanchez	12th	LAHS	2
12	Abigail Wegner	11th	FLA	1
13	Anjelah Miranda	11th	OFYD	1
14	Delilah Hazell	10th	YVHS	1
15	Ethan Youngman	9th	YVHS	1
16	Jackson Flanders	8th	LCMS	1
17	Maxton McMahon	8th	LCMS	1
18	Vanessa Cifuentes	12th	YVHS	1
19	Brandon Wheeler	12th	YVHS	new
20	Bryli M. Doty	8th	YVHS	new
21	Chanelle Gephart	12th	YVHS	new
22	Chloe Ortiz	12th	YVHS	new
23	Diego Vazquez	12th	YVHS	new
24	Isabella R. Paulino	11th	YVHS	new
25	Izabella Powell	8th	LCMS	new
26	Jamison E. Jones	8th	LCMS	new
27	Joseph Paulino	9th	YVHS	new
28	Kyra Collins	8th	ACCE	new
29	Myla Krenelka	7th	LCMS	new
30	Nicolas Musch	8th	iLead	new
31	Nora Wolfe	8th	LCMS	new
32	Rakeem Cortes	12th	YVHS	new
33	Sonora R. Atwater	8th	LCMS	new
34	Talia Soares	7th	LCMS	new
35	Trenity Keele	8th	Acellus	new
36	Valorie Cantos	7th	LCMS	new
37	Vince Hernandez	12th	YVHS	new
38	Wayne Keele	9th	Acellus	new
39	Yoatd Cazares	12th	YVHS	new
Pending PRCC Action				
40	Josephine Ripley	7th	Sage Oak	new

Staff reviewed the 40 applications and found the entire group to be an excellent representation of our local youth. The group is a broad mix of grades and schools, with 26 high school and 14 middle school applicants representing 12 schools. It also represents a combination of new and experienced members, with 22 new applicants and 18 former Youth Commissioners wishing to return.

Although the ordinance limits the commission to 20 members, staff can structure the program to accommodate the additional members. The PRC Commission and Town Council have approved over-

enrollment in the past, most recently for the 2025-26 Youth Commission of 26 members.

The Parks, Recreation and Cultural Commission reviewed the 2025-26 Youth Commission applications at its meeting on September 10, 2025, and voted to waive the 20-person limit and recommend appointment of 39 candidates. One of the 40 applicants, Josephine Ripley, is the daughter of Commissioner Megan Ripley. With only three Commissioners present at the meeting, Commissioner Ripley would be required to abstain from consideration of the item, resulting in a lack of a quorum. To ensure proper review, Josephine Ripley's application will be deferred to a future PRCC meeting when a quorum can be established without Commissioner Ripley's participation.

Background

On December 15, 2020, the Town Council amended Chapter 4.12 of the Town of Yucca Valley Municipal Code eliminating the requirement that Youth Commission members attend school in Yucca Valley. This change allowed students who may attend other schools to remain eligible.

On April 20, 2010 the Town Council approved a recommendation from the Parks, Recreation and Cultural Commission amending Chapter 4.12 of the Town of Yucca Valley Municipal Code limiting the number of Youth Commissioners to a maximum of 20 members. The Council also directed staff to work with the PRCC to develop equitable procedures for the selection of Youth Commissioners. On July 13, 2010, the PRCC adopted a selection process which included the following criteria:

- A. Applications will be accepted beginning April each year for appointment to the Youth Commission for the subsequent school year.
- B. Youth Commission applications will require a supplemental narrative detailing the candidate's interest in serving on the Commission, and two letters of recommendation from teachers, coaches, or other responsible adults.
- C. Youth Commissioners will be limited to serving no more than three consecutive terms if the number of applicants exceeds the number of authorized seats.
- D. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
- E. Returning Youth Commissioners must be recommended for reappointment by CS Department staff. The candidate's prior service will be the basis for such a recommendation.

Alternatives

None recommended.

Fiscal Impact:

The Youth Commission program is included in the FY 2025-26 approved budget.

Attachments

1. 2025.9.10 PRCC Staff Report Youth Commission Application Review Attachment
2. Youth Commission Ordinance

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

1. The Yucca Valley Youth Commission is comprised of individuals in 7th through 12th grades.
2. Applications and supplementary materials must be submitted by September 3. Recommendations for appointment will be made by the Parks, Recreation and Cultural Commission.
3. Returning Youth Commissioners must submit an application to be recommended for reappointment by Community Services Department staff. Additional letters of recommendation and essay are not required - applicant recommendation will be based on the candidate's prior service.
4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

[REDACTED]

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

AW

*** Date**

08/05/2025 3:00 PM

*** Signature of Parent/Guardian (type name)**

[REDACTED]

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/05/2025 3:00 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

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[REDACTED]

* Residence Address

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[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

A.S.

*** Date**

08/18/2025 6:58 PM

*** Signature of Parent/Guardian (type name)**

[REDACTED]

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/18/2025 6:59 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

[REDACTED]

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

Anjelah Miranda

*** Date**

05/22/2025 3:00 PM

*** Signature of Parent/Guardian (type name)**

[REDACTED]

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

05/22/2025 3:00 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

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I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

A.K

*** Date**

06/17/2025 5:16 PM

*** Signature of Parent/Guardian (type name)**

Barjinder Singh

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

06/17/2025 5:17 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Devin Main and Aaron Truong

Letter of Recommendation 1

[Brandon W. Letter of Rec.pdf](#)

Letter of Recommendation 2

[Letter of Recommendation - Brandon Wheeler.docx](#)

*** Signature of Applicant (use initials)**

BW

*** Date**

09/02/2025 2:30 PM

*** Signature of Parent/Guardian (type name)**

David Wheeler

*** Parent Email Address**

[REDACTED]

* Parent Phone

██████████

* Date

██████████

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

My name is Brandon Wheeler, I am a senior at Yucca Valley High School and I want to join Youth Commission. I want to join Youth Commission because I love to be involved in my community and I believe Youth Commission is another way for me to be involved. I have lived in Yucca Valley for the (almost) 17 years I have been alive, so to say that I care about my community is an understatement. I have connected with many residents of Yucca Valley, and neighboring towns such as Morongo and Joshua Tree, and through gatherings such as Church events and group cleanups of national parks. Through these experiences, I have seen people of all ages, but especially young people give meaningful ideas about how to improve Yucca Valley. Everyone has a voice and everyone has an opinion and I would love to help people feel heard and seen in their community in whatever way I can. I believe that young people are the future, and our perspectives should be represented in decisions made today. By joining Youth Commission, I hope to speak up for my peers and contribute to building something much bigger than myself.

Devin J. Main, BA
Social Science Teacher
Yucca Valley High School
7600 Sage Ave.
Yucca Valley, CA 92284
9/2/2025

To whom it may concern,

I highly recommend Brandon Wheeler for the Yucca Valley Youth Commission. I have had the privilege of teaching Brandon for two years at Yucca Valley high school and he has shown immense dedication to his education during this time. Brandon is an inquisitive student who strives for greatness and a deep understanding of the course material and beyond. He is always on task and willing to participate. I can always count on Brandon to provide his own input. He provides a unique perspective and showcases strong critical thinking skills.

Beyond Brandon's dedication to his education, he has had a positive influence on campus. He supports his peers and provides a sense of security for many. I have seen Brandon make people smile and enjoy their time at school just by his presence. He has even voiced his ultimate dream to start a non-profit organization in his future to help his community. Brandon is a giving person and wants to do what is best for those around him.

Brandon will make an excellent addition to the Yucca Valley Youth Commission. His inquisitive personality will help bring new ideas to the team. His dedication shows that he will be motivated and always present at meetings. His strong critical thinking skills will help the team figure out solutions when problems arise. His positive attitude will help build a better sense of community within the team. His dedication to serving his community aligns perfectly with the goals of the Yucca Valley Youth Commission. I have no doubt that Brandon will be a successful member of the team and will quickly show his worth.

If given the opportunity, Brandon will not take it for granted. He is as motivated as anybody when he has a set goal. I fully support Brandon in all of his future endeavors. If you have any questions, please feel free to reach out via email at [REDACTED] or by phone at [REDACTED].

Sincerely,

Devin J. Main, BA
Social Science Teacher
Yucca Valley High School

Yucca Valley High School

“TOMORROW BEGINS HERE TODAY”

September 2, 2025

To Whom It May Concern:

I have known Brandon Wheeler for more than 2 academic years. He was enrolled in both my French I and II classes. He is always prepared to learn, which is an admirable trait to have as a lifelong learner. Brandon is an independent student who works diligently as well as a person who collaborates very well with others. He consistently takes accountability for his actions, not just as a student, but also as a peer, son, and the plethora of roles he takes on to bring a positive vibe to those around him. He is an effective communicator and demonstrates strong leadership skills.

Brandon is actively involved in several extracurricular activities and is able to find a balance between them and his academics. His leadership is best exemplified in his active involvement in community service, such as volunteering at churches with organization and planning and cleaning up Joshua Tree Nation Park with his dad. Brandon was selected for California Boys and Girls State his junior year where he continued developing his communication and leadership skills. He was recently appointed as Treasure for Yearbook. I had the privilege of witnessing his dedication in the classroom and around campus.

One of Brandon's best qualities is his commitment. He always puts his best foot forward and ensures the quality of his work is 110%. He doesn't hesitate to ask questions when he does not understand something and takes accountability for his missing work if he happens to be absent. I don't need to micromanage him because I can depend on him to finish his work on time. Brandon is always willing to help others, even if he isn't recognized for everything he does. He will apply that same collaborative mindset when

he applies to be part of the Youth Commission. He is someone his peers can rely on. I know Brandon will continue to grow more confident as a person with each passing year as I have seen him for more than half of his high school career. I look forward to seeing him leave his impact throughout his Senior year. Brandon has my highest recommendation.

Sincerely,

Aaron Truong
French Teacher



Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Bryli M. Doty

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Shelly Howell and Ernesto Gamboa

Letter of Recommendation 1

[Mrs. Howell letter of recommendation .pdf](#)

Letter of Recommendation 2

[Ernesto letter of recommendation .pdf](#)

* **Signature of Applicant (use initials)**

BD

* **Date**

09/02/2025 12:00 AM

* **Signature of Parent/Guardian (type name)**

Sydni Doty

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

09/02/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I am a 13-year-old student at La Contenta Middle School, and I am passionate about leadership, teamwork, and serving the community. As one of the captains of my softball team, I have learned skills in communication, responsibility, and encouraging those around me to do their best. Not only do I enjoy playing, I also enjoy teaching, being a positive role model, and mentoring by volunteering my time helping coach younger-division softball players. Outside of my athletic career, I spend time volunteering with Special Education and assisting in Special Olympics events. While participating in these events, I have learned patience, responsibility, inclusion, and to celebrate every individual's strength. At school, I pride myself on being in all honors classes and being a part of the Leadership program. I have been in Leadership for both 7th and 8th grade, I have gained experience in planning, organizing, and working with a group to improve our school experiences. I hope to continue developing as a leader and contributing positively to my community, so with that I believe I will be an asset to serving on the commission. Bryli Doty

To Whom It May Concern:

My name is Ernesto Gamboa, a Licensed Vocational Nurse, Clinic Manager at Desert Oasis Healthcare and Head Coach of the Laces Fast Pitch Softball Program. I have proudly led the Laces organization for the past 12 years and have also served as Head Varsity Coach for the Yucca Valley High School Lady Trojans Softball Team for the past 7 years. Over the course of my coaching career, I've had the privilege of working with many athletes, and I've come to recognize the rare qualities that define someone truly exceptional; qualities that Bryli Doty exemplifies.

I have the pleasure of coaching Bryli Doty for the past five years through the Laces Fast Pitch program. She quickly stood out not only for her athletic talent but for her unmatched work ethic, strong sense of personal responsibility, and consistently positive attitude. She brought a level of focus and dedication to every practice and game that elevated the performance of those around her.

Whether on the mound or at shortstop, Bryli Doty demonstrated not only technical skill but also maturity, resilience, and leadership. She held herself accountable, pushed through challenges without complaint, and consistently gave 100% effort regardless of the circumstances. Her attitude never wavered, and her commitment to both personal growth and team success made her a central figure within our program.

Beyond her physical abilities, what truly sets her apart is her character. She is dependable, respectful, coachable, and driven to improve. She leads by example, stays humble in success, and remains steady in adversity. Her sense of responsibility and integrity made her someone I could always count on, both on and off the field.

In short, Bryli Doty is exactly the kind of person any program would be lucky to have. She is an exceptional athlete and, more importantly, an exceptional individual. I offer my highest recommendation and full support for her continued success in all that she pursues.

Sincerely,

Ernesto Gamboa, LVN

Head Coach, Laces Fast Pitch Softball

Yucca Valley Varsity Head Softball Coach



From: Shelley D. Howell, M Ed
8/20/2025
La Contenta Middle School
Science and Mathematics Instructor

To Whom It May Concern,

It is with great enthusiasm that I recommend **Bryli Doty** for the position of Youth Commissioner. As her teacher, I have had the pleasure of watching Bryli grow into a responsible, motivated, and compassionate young leader who is dedicated to making a difference in her community.

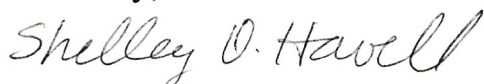
Bryli demonstrates a maturity beyond her years. She is an excellent communicator who is able to listen to others' perspectives while also expressing her own ideas clearly and respectfully. Her natural leadership skills are evident not only in the classroom but also in her involvement with peers, where she consistently models kindness, fairness, and inclusivity.

What sets Bryli apart is her genuine desire to serve others. She shows initiative, takes responsibility for her work, and approaches challenges with persistence and optimism. These qualities, along with her strong sense of civic responsibility, make her an outstanding candidate to represent youth voices in our community.

I am confident that Bryli will bring creativity, dedication, and a thoughtful perspective to the role of Youth Commissioner. She will be a strong advocate for her peers and a positive representative of the values and goals of this position.

Please feel free to contact me if you have any questions or would like further information about Bryli's qualifications. My email is [REDACTED]

Sincerely,



Shelley D. Howell

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

chanelle m. gephart

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

"I am a returning commissioner"

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

Chanelle Gephary

*** Date**

09/03/2025 8:45 AM

*** Signature of Parent/Guardian (type name)**

Michelle Donley

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/04/2025 8:30 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

Although I am a returning commissioner I wanted to take some time and discuss my role last year within the Commission. Personally I am very disappointed with my presence (or lack of I should say) with the team. I struggled with meetings due to geographical issues. However, when I was able to attend I was very happy with the energy. The people within Youth Commission are extremely supportive, they uplift one another and are always helpful. It's an energy that I look back to when I haven't volunteered for a while. However this year I want to be a lot better. I live very close to the Community Center and will be able to come to every meetings accordingly. I appreciate your team for allowing me to show off the skills you guys need that I know i have deep down. Thank you and I hope to see you too !!

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Chloe A. Ortiz

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Kathryn Hund, Ky Seacat

Letter of Recommendation 1

[Kathryn Hund Letter of Recommendation.pdf](#)

Letter of Recommendation 2

[Ky Seacat Letter of Recommendation.pdf](#)

*** Signature of Applicant (use initials)**

C.O

*** Date**

08/27/2025 5:43 PM

*** Signature of Parent/Guardian (type name)**

Diana Ortiz

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/27/2025 5:43 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I am interested in serving on the Youth Commission because I want to represent the voices of young people in our community and help create opportunities that make a positive difference. Although I have only lived in Yucca Valley for almost two years, I already feel a strong connection to the town and want to contribute as much as I can before leaving for college. As a 12th grade dual enrollment student, I understand the challenges of balancing school, work, and planning for the future, and I believe I can bring that perspective and dedication to the Commission. Before moving here, I was actively involved in Student Council and ASB, which taught me important lessons about teamwork, communication, leadership, and responsibility. I also volunteered at after-school events such as Trunk or Treats and Ice Cream Socials at my local elementary school, where I enjoyed helping younger students feel included and supported. These experiences have prepared me to serve effectively and bring meaningful ideas, energy, and commitment to the Youth Commission.

Dear leadership of the Yucca Valley Youth Commission,

I am pleased to write this letter of recommendation for Chloe Ortiz as she applies to the Yucca Valley Youth Commission. Chloe has demonstrated a strong passion for being a representative voice for her peers and youth in our community. She is deeply interested in giving back locally and expanding her understanding of local government and civic engagement.

Chloe's future aspirations in forensic science, particularly in DNA analysis, are inspired by the work of the Innocence Project. She is passionate about justice and is committed to bringing peace to victims and their families by increasing the rate of solved cases. Her dedication to this important cause speaks volumes about her character and motivation.

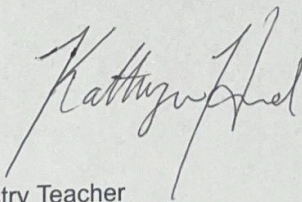
Academically, Chloe was exceptional in my general chemistry class during the 2023–2024 school year and is currently enrolled in my AP Chemistry course, where I am confident she will continue to excel. Chloe is a thoughtful, civic-minded student who combines her passion for leadership with a sincere desire to serve her community. She is collective in her approach and strives to be a strong voice for her peers.

Given her academic abilities, leadership qualities, and commitment to public service through forensic science, I believe Chloe would be an outstanding addition to the Yucca Valley Youth Commission. She will both contribute meaningfully to the commission and gain valuable experience that will support her future goals.

Please feel free to contact me if you require any additional information.

Sincerely,

Kathryn Hund



Chemistry and AP Chemistry Teacher
Yucca Valley High School
[Redacted Address]



YUCCA VALLEY
HIGH SCHOOL



August 22, 2025

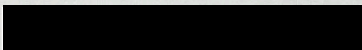
To Whom It May Concern,

I am pleased to recommend **Chloe Ortiz** of Yucca Valley High School for your program. Chloe is a thoughtful, intelligent, and respectful student who consistently demonstrates maturity and determination in her academic pursuits. With aspirations to enter the field of forensics, she brings both patience and sharp analytical skills that would make her an asset to any team or program. Her ability to communicate effectively and support others reflects her potential as a strong tutor and mentor. I am confident Chloe will excel and contribute greatly to your program.

Sincerely,

Ky Seacat

MTSS Intervention Teacher



Home of the Trojans

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Delilah F. Hazell

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

D.H

*** Date**

08/28/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Bob Hazell

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/28/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

[REDACTED]

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

The writers of my two letters of recommendation are Kathryn Hund and Ky Seacat, respectively.

Letter of Recommendation 1

[CamScanner 9-2-25 21.57.pdf](#)

Letter of Recommendation 2

[CamScanner 9-2-25 21.58.pdf](#)

*** Signature of Applicant (use initials)**

DV

*** Date**

09/02/2025 10:00 AM

*** Signature of Parent/Guardian (type name)**

Roberto Vazquez

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/02/2025 10:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

A major reason I would love to join my town's Youth Commission is my growing passion for helping the people around me. Over the years, I have been deeply involved in volunteer work through the National Honor Society, where I've had the honor of serving two years as an officer. These experiences have strengthened my commitment to service and leadership. Through my own projects, such as organizing a winter holiday party that gave children the chance to create their own ornaments if they couldn't afford to buy them, and planning a game night at a local senior center to brighten residents' week, I've discovered that few things bring me more joy than uplifting others. I also see this passion in my job as an afterschool elementary school ELOP tutor, where I help elementary students grow in academic areas I love. By bringing my experience and ideas to the Commission, I hope to help improve our town for local youth and the broader community.

Dear leadership of the Yucca Valley Youth Commission,

I am writing to offer my strongest recommendation for Diego Vazquez in support of his application to the Yucca Valley Youth Commission. I had the pleasure of teaching Diego in AP Chemistry last year, where he consistently demonstrated not only academic excellence—earning a score of 4 on the AP exam—but also exceptional character and leadership.

Diego was a standout student in every sense. He brought a great sense of humor and positive energy to class each day, contributing to a supportive and inclusive learning environment. He consistently went out of his way to help his peers, often volunteering to explain difficult concepts or assist with labs. His final project on the chemistry of forensics was a clear example of his initiative and creativity; he went above and beyond expectations by incorporating real-life demonstrations that were both educational and engaging for his classmates.

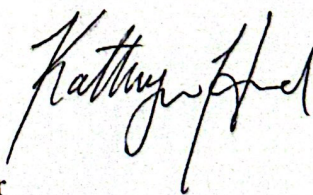
What sets Diego apart is his natural ability to lead while remaining deeply collaborative and community-minded. He cares deeply about contributing to the world in a meaningful way, and he has a clear passion for both public service and scientific research, particularly in the field of biochemistry. His blend of intellectual curiosity, empathy, and civic-mindedness makes him uniquely well-suited for the Youth Commission.

I can think of no better candidate to serve and represent the youth of our community. Diego would not only bring enthusiasm and fresh ideas to the Commission, but I am confident he would grow tremendously from the experience as well. He is a driven, kind, and thoughtful individual with the potential to be an unstoppable force for good.

Please feel free to contact me if you have any further questions.

Sincerely,

Kathryn Hund

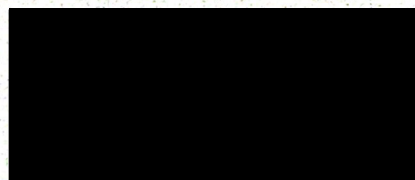


Chemistry and AP Chemistry Teacher
Yucca Valley High School

[Redacted contact information]



YUCCA VALLEY
HIGH SCHOOL



August 28, 2025

To Whom It May Concern,

It is my pleasure to recommend Diego Vazquez, a dedicated and accomplished student at Yucca Valley High School. Over the past several years, Diego has demonstrated not only academic excellence but also a strong commitment to leadership, service, and character.

Diego has been an active member of the National Honor Society for three years, serving last year as Treasurer and this year as Vice President. In both roles, he has proven himself to be responsible, organized, and a true leader among his peers. He balances these commitments while maintaining an impressive **4.38 weighted GPA**, a testament to his intellectual ability and work ethic.

Beyond his academic and leadership accomplishments, Diego is known for being thoughtful, respectful, and approachable. His sense of humor and positive outlook allow him to connect with others easily, creating an encouraging and collaborative atmosphere both inside and outside of the classroom.

Diego's combination of intelligence, integrity, and personality makes him an exceptional student and an even better person. I am confident that he will bring the same dedication and excellence to his future endeavors as he has to our school community.

Sincerely,

Ky Seacat

MTSS Intervention Teacher/National Honor Society Advisor
Yucca Valley High School



Home of the Trojans

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Ethan J. Youngman

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

EY

*** Date**

08/16/2025 1:19 PM

*** Signature of Parent/Guardian (type name)**

Charity Youngman

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/16/2025 1:19 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Gary Allan. Abbott

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Please list the names of your two references and attach their recommendations.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

N/a

*** Date**

08/26/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Nicole abbott

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/26/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/a

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Please complete the following fields.

*Name
George Wingerter

*Residence Address
[REDACTED]

*Cell Phone
[REDACTED]

* Email Address
[REDACTED]

* School
[REDACTED]

* Grade
[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

***Date**

*** Signature of Parent/Guardian (type name)**

*** Parent Email Address**
[REDACTED]

*Parent Phone
[REDACTED]

***Date**

07/28/2025 12:07 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**
N/A

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Isabella R. Paulino

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Janemarie Ofahulu & Lili Wilson

Letter of Recommendation 1

[Letter of Recommendation for Isabella Paulino.pdf](#)

Letter of Recommendation 2

[Bell Letter of recomendation.docx.pdf](#)

* **Signature of Applicant (use initials)**

IRP

* **Date**

09/01/2025 5:00 PM

* **Signature of Parent/Guardian (type name)**

Marie Ables-Paulino

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

09/01/2025 5:00 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I am interested in serving the Yucca Valley Youth Commission because I want to gain experience in working with groups professionally and gain a sense of leadership. I want to be more involved in the community, I've helped plan and set up events before, I am currently volunteering in the basin wide foundation as well where I help out with community events and assist people in the office. I have around a total 20 hours of community service, most of which consists of me working events and helping my mother around her office. I have the ability to work quickly and diligently, I can brainstorm ideas quickly and find my way around any issues that can occur. I'm also good at listening and noting things down which can come in handy when attending town meetings. Last thing is that I am committed and I am ready to help work in the committee and the community.

September 1, 2026



Dear Youth Commission,

I have had the pleasure of knowing Isabella Paulino since she was born. From a very early age, Isabella has been mature beyond her years. She displays the character and demonstrates responsibility, that has exceeded the expectations of her parent, family, teachers, and peers alike.

As a High School Junior, Isabella has been developing her skillset and resume alike as she has been involved in her school's student council committee where she has experience in planning events and has knowledge of basic council roles. In addition, she has gained at least twenty community service hours in working school events. Isabella also volunteers in her school's sports medicine program, babysits and volunteers to assist her mom in her Property Management office.

Isabella is looking forward to gaining experience of working with others in a professional environment. She has shared her goals in attending a 4-year university to study in field of nursing, cardiology or radiology.

Always confident and competent, Isabella demonstrates qualities that prove to be trustworthy and of a high moral compass. As a compliment to her social skills, Isabella's creative mind and physical artistic abilities, I believe she would be a tremendous asset and contributor to your organization.

Respectfully,

Lili Wilson

Lili Wilson





September 1, 2025

Town of Yucca Valley Youth Commission
57090 Twentynine Palms Hwy.
Yucca Valley, CA 92284

Dear Selection Committee,

I am pleased to recommend Isabella Paulino for the Yucca Valley Youth Commission. Isabella is a thoughtful and motivated student who has transformed herself into a confident, optimistic young leader. Her ability to encourage and inspire others, paired with her growing experience in service and teamwork, makes her a strong candidate for this role.

What sets Isabella apart is both her journey and her initiative. She once described herself as shy and hesitant to step forward, but through determination she has become confident in speaking up, putting herself out there, and seeking new opportunities to serve. Today, she is recognized by her peers as someone who brings positivity to every situation. Isabella looks for solutions when others might feel discouraged, and she takes initiative to ensure those around her feel supported and encouraged.

Isabella is already gaining valuable experience in leadership and community service. She has served on student council, where she helped plan events and learned how to collaborate effectively in a group setting. She has also contributed over 20 hours of community service through school activities, babysitting, and assisting in her mother's office. In addition, Isabella is a youth volunteer with Basin Wide Foundation, where she supports community events and assists with administrative tasks in the office. These experiences reflect her willingness to take initiative, her sense of responsibility, and her commitment to her community.

Her aspirations further demonstrate her dedication to service. Isabella plans to attend a four-year university and pursue a degree in nursing, cardiology, or radiology, with the goal of building a career in healthcare. She is already laying the foundation for this path by seeking out opportunities to learn, serve, and lead.

Isabella is not only committed and helpful, but she also has the rare ability to lift up those around her with a positive outlook. She will bring an encouraging voice, a collaborative spirit, and a strong sense of responsibility to the Youth Commission. Thank you for considering her application. I wholeheartedly recommend Isabella Paulino for this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Janemarie Ofahulu".

Janemarie Ofahulu
Executive Director
Basin Wide Foundation

and local government to improve life and economic vitality in the Morongo Basin. EIN: 33-0688147

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Izabella M. Powell

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Laura Crotzburg Priscilla Gutierrez

Letter of Recommendation 1

[20250805_12131816.pdf](#)

Letter of Recommendation 2

[20250805_12150175.pdf](#)

* **Signature of Applicant (use initials)**

IMP

* **Date**

08/05/2025 12:00 AM

* **Signature of Parent/Guardian (type name)**

Sabrina Powell

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

08/05/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

My name is Izabella Powell and I am thirteen years old. I am currently attending La Contenta Middle School. While I was in 7th grade, I was an honor student and was on Principals honor roll for both semesters. When school starts in the fall I will continue my honor classes. I will also have the privilege to work with the administrator assistant in the front office as one of my electives for the school year. The reason why I want to join the youth commission is because I like to give back to my community. I was able to sit in on a few meeting and really liked what I heard and saw. While I was in elementary school, I would volunteer at school events with my parents permission. I was also on the student council in elementary school and had responsibilities on coming up with events. Giving back has always been something that makes me feel happy and allows me to show my independence and understanding. I value working with others while also giving my thoughts and ideas. I am motivated and eager to represent the town and have a voice that shapes a better future for our community. Thank you for considering me for youth commission.



July 31, 2025

To Whom It May Concern,

I am writing to wholeheartedly recommend Izabella Powell for a position on the Youth Council of Yucca Valley.

I have known Izabella since she was one year old. I have watched her grow into a very confident young lady, who is very respectful and empathetic of everyone she encounters.

I feel that her ability to work well with others and adapt to change make her a perfect candidate for a position on the Youth Council.

Thank you for considering my recommendation

Sincerely,

Kaura Crotzenburg

Priscilla Gutierrez



August 5, 2025

To Whom It May Concern,

I am delighted to recommend Izabella Powell for a position on the Youth Commission. Over the time I have known Izabella, she has consistently displayed exceptional leadership skills and a sincere dedication to making a positive difference in a school environment. Whether volunteering for school events, working as a student council member in elementary school, working in the front office during her 8th grade school year as an office assistant Izabella approaches every task with enthusiasm and integrity

Given her passion for positive engagement and her talent for motivating others, I am confident that Izabella would be a tremendous asset to the Youth Commission. I have no doubt that she will contribute valuable insight and energy to its programs and help foster positive change.

Sincerely,

Priscilla Gutierrez

A handwritten signature in black ink that reads "P. Gutierrez". The signature is stylized with a large, looping "P" and a long, sweeping underline.

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department [\(760\) 369 7211](tel:7603697211) ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Jackson Flanders

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning Youth Commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

JF

*** Date**

06/03/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

[REDACTED]

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

06/03/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Jealeah Ann. Falcon

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

Returning youth commissioner

* Date

08/26/2025 2:00 PM

*** Signature of Parent/Guardian (type name)**

Heather Dammer Falcon

* Parent Email Address

[REDACTED]

* Parent Phone

[REDACTED]

*** Date**

08/26/2025 3:00 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**
N/A

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Jamison E. Jones

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Shelley Howell, My leadership teacher last year. Sarah Schuler, My English teacher last year

Letter of Recommendation 1

[SCAN0006.PDF](#)

Letter of Recommendation 2

[Jamison Jones.docx](#)

*** Signature of Applicant (use initials)**

JEJ

*** Date**

08/26/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Shirley Jones

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/26/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I want to join the Yucca Valley Youth Commission because I'm passionate about making a positive impact in my community. For the past two years I've been involved in Leadership, where I've learned how to collaborate with others, take initiative, and listen to different peoples ideas and perspectives. These experiences have shown me the importance of volunteer work, and the importance of helping the community. I'm especially interested in helping with fundraisers that support causes that matter to local people. I believe fundraising not only helps meet community needs but also helps build teamwork, creativity, and responsibility. I want to bring new ideas and energy to the Commission while continuing to grow as a leader. Being in this group will give me the opportunity to learn from others, give back to the community, and help create events and and programs in our community that make a big difference. I want to join the Yucca Valley Youth Commission because I'm passionate about making a positive impact in my community. For the past two years I've been involved in Leadership, where I've learned how to collaborate with others, take initiative, and listen to different peoples ideas and perspectives. These experiences have shown me the importance of volunteer work, and the importance of helping the community. I'm especially interested in helping with fundraisers that support causes that matter to local people. I believe fundraising not only helps meet community needs but also helps build teamwork, creativity, and responsibility. I want to bring new ideas and energy to the Commission while continuing to grow as a leader. Being in this group will give me the opportunity to learn from others, give back to the community, and help create events and and programs in our community that make a big difference.

26 August 2025

To Whom It May Concern,

I am happy to recommend Jamison for the Youth Commission. I had the pleasure of teaching Jamison in 7th grade honors English for the 2024-2025 school year, where I saw her creativity and determination grow throughout the year.

Jamison is a strong worker who constantly challenged herself to improve. She brought a creative energy to her work, and she always put forth her best effort in class. Her growth mindset and persistence make her stand out as a student who doesn't shy away from challenges.

When Jamison told me she wanted to join the Youth Commission to help with fundraisers and events, develop leadership skills, serve her community, and meet new people, it fit perfectly with who she is. She thrives when she is both learning and contributing to something bigger than herself.

I believe Jamison will bring dedication and creativity to the Youth Commission. She will not only take the responsibility seriously but will also find ways to strengthen the community around her.

Sincerely,

Sarah Schuler

Sarah Schuler

English Department Chair

La Contenta Middle School

From: Shelley D. Howell, M Ed
8/20/2025
La Contenta Middle School
Science and Mathematics Instructor

To Whom It May Concern,

I am honored to recommend **Jamison Jones** for the position of Youth Commissioner. As her teacher, I have had the opportunity to observe Jamison's growth into a thoughtful, dependable, and enthusiastic young leader who is deeply committed to her peers and community.

Jamison is a student who demonstrates strong character and integrity. She approaches every task with determination and a positive attitude, and she is always willing to go the extra mile to ensure success. Her ability to work well with others, listen carefully, and contribute meaningful ideas reflects the qualities of a true team player and leader.

Jamison's peers respect her not only for her intelligence and responsibility, but also for her kindness and fairness. She has a unique ability to connect with others, making her an excellent representative of youth perspectives. Her problem-solving skills, combined with her sense of responsibility, will allow her to contribute positively and effectively as a Youth Commissioner.

I am confident that Jamison will bring leadership, dedication, and a strong voice to this role. She has the vision and commitment necessary to represent her peers and to help guide important discussions that impact youth in our community.

Please feel free to contact me if you would like any additional information about Jamison's many strengths and qualifications. My email is

[REDACTED]

Sincerely,

Shelley D. Howell
Shelley D. Howell

From: Shelley D. Howell, M Ed
8/20/2025
La Contenta Middle School
Science and Mathematics Instructor

To Whom It May Concern,

I am honored to recommend **Jamison Jones** for the position of Youth Commissioner. As her teacher, I have had the opportunity to observe Jamison's growth into a thoughtful, dependable, and enthusiastic young leader who is deeply committed to her peers and community.

Jamison is a student who demonstrates strong character and integrity. She approaches every task with determination and a positive attitude, and she is always willing to go the extra mile to ensure success. Her ability to work well with others, listen carefully, and contribute meaningful ideas reflects the qualities of a true team player and leader.

Jamison's peers respect her not only for her intelligence and responsibility, but also for her kindness and fairness. She has a unique ability to connect with others, making her an excellent representative of youth perspectives. Her problem-solving skills, combined with her sense of responsibility, will allow her to contribute positively and effectively as a Youth Commissioner.

I am confident that Jamison will bring leadership, dedication, and a strong voice to this role. She has the vision and commitment necessary to represent her peers and to help guide important discussions that impact youth in our community.

Please feel free to contact me if you would like any additional information about Jamison's many strengths and qualifications. My email is

[REDACTED]

Sincerely,

Shelley D. Howell
Shelley D. Howell

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Joseph A. Paulino

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Frank Gaona, Project Manager/Steward JaneMarie Ofahulu, Executive Director

Letter of Recommendation 1

[Recommendation for Joseph Paulino from Frank Gaona.pdf](#)

Letter of Recommendation 2

[Recommendation for Joseph Paulino from Janemarie Ofahulu.pdf](#)

*** Signature of Applicant (use initials)**

JP

*** Date**

09/02/2025 6:29 PM

*** Signature of Parent/Guardian (type name)**

Arthur Paulino

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/02/2025 6:34 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I, Joseph Paulino, am interested in serving the Yucca Valley Youth Commission because I care about Yucca Valley and want to help. I'm a freshman at Yucca Valley High School and I volunteer with Basin Wide Foundation. I've helped at events like the Awards dinner and in the office preparing sponsor envelopes. I'm also the captain of my football team, which has taught me teamwork, responsibility, and how to lead. Being on the Youth Commission would give me a chance to help others and learn more about how our town makes decisions.

09/02/2025

Town of Yucca Valley Youth Commission

57090 Twentynine Palms Hwy, Yucca Valley, CA 92284

TO WHOM IT MAY CONCERN,

My name is Frank Gaona, and I have known Joseph Paulino for about 2 years. It is my hope to recommend Joseph, for the Yucca Valley Youth Commission. Joseph was on the fast track from middle school and has now leaped into high school with a positive outlook for his future. Joseph is a young, academically driven, and talented athlete.

He has worked in the office at La Contenta Middle School, where he completed various office tasks including administrative duties, he not only worked closely with office staff, but he also assisted his fellow students as well with all office needs. Joseph is a very dedicated student as well as a dedicated student athlete with the Yucca Valley High School Trojans. He volunteers every chance he gets, but he also completes study hall opportunities and seeks out extra sports training to continue learning.

Joseph is a very knowledgeable, kindhearted individual who always shows leadership qualities, in the humblest ways. Joseph loves his community and the people in it. His character supersedes other students his age. He is very humble, thankful, and shows great humility. I feel he would be an amazing asset to the Yucca Valley Youth Commission. Joseph is very professional, respectful, a great listener, and treats everybody he meets with positivity and respect.

What sets Joseph apart from most of his peers is his heart. He is always willing to lend someone a hand. He will bring fresh energy and ideas. He will lead with respect, humility, and kindness. With Josephs dedication and compassion to helping others, he will also gain knowledge and experience that will continue to guide him in his future endeavors. I couldn't be happier to recommend such an amazing human being to help guide our towns youth.

SINCERELY,
FRANK GAONA
PROJECT MANAGER/STEWARD
JAMES THOMAS PRODUCTIONS



September 1, 2025

Town of Yucca Valley Youth Commission
57090 Twentynine Palms Hwy.
Yucca Valley, CA 92284

Dear Selection Committee,

It is my honor to recommend Joseph Paulino for the Yucca Valley Youth Commission. Joseph is a freshman at Yucca Valley High School who has already distinguished himself as a dedicated student, athlete, and youth volunteer. His combination of leadership, humility, and kindness makes him an ideal candidate for this role.

Joseph's leadership is evident on the field and in the classroom. He is the team captain of the football team, where he leads by example with discipline, sportsmanship, and encouragement for his teammates. He was also selected for the All-Star basketball team in his very first season of play — a reflection of his natural talent and determination to succeed. Despite these accomplishments, Joseph remains humble, always quick to credit his team and eager to help others grow alongside him.

Beyond athletics, Joseph has shown a deep commitment to his community through his volunteer work with Basin Wide Foundation. He has assisted with several events, including the 27th Annual Awards Celebration & Dinner, where he supported vendors, greeted guests, and stayed late to ensure cleanup went smoothly. He has also contributed behind the scenes by helping with administrative tasks such as stuffing envelopes for potential sponsors. His respectful manner, willingness to help wherever needed, and positive spirit earned praise from community leaders and event partners alike.

What sets Joseph apart is not only his achievements but his character. He is known for his kindness, humility, and genuine desire to serve others. He listens, encourages his peers, and treats everyone with respect. These qualities, combined with his strong work ethic and leadership ability, make him a natural fit for the Youth Commission.

I am confident Joseph will bring energy, fresh ideas, and a servant-leader's heart to the Town of Yucca Valley. He has the maturity, dedication, and compassion to contribute meaningfully while gaining valuable experience that will guide his future success. Thank you for considering his application. I wholeheartedly recommend Joseph Paulino for the Yucca Valley Youth Commission.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Janemarie Ofahulu', written over a horizontal line.

Janemarie Ofahulu
Executive Director
Basin Wide Foundation

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Josephine E. Ripley

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Serenity Delgado and Megan Ripley

Letter of Recommendation 1

[Letter of Rec SD.pdf](#)

Letter of Recommendation 2

[Untitled document.pdf](#)

*** Signature of Applicant (use initials)**

JR

*** Date**

09/03/2025 4:11 PM

*** Signature of Parent/Guardian (type name)**

[REDACTED]

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/03/2025 4:11 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

At the age of 4 I moved to California from Indianapolis. I have loved growing up here and the events. I love volunteering and have had experience working with horses at a rescue ranch, tutoring 3rd graders in reading, and at my church in children's ministry and the Java cafe. I want to be on the youth commission because I am an entrepreneur and I would love to see how the community works together as a team to create many new events and programs. I am applying because I want to become closer to my community and help with many events and programs that I love. Some events and programs that I love include the summer music festivals and the town basketball program. I have always loved this town and am very excited to have an experience with the youth commission.

Dear Selection Committee,

I am pleased to recommend Josephine Ripley for the youth commission. I have had the privilege of being a teacher, mentor, and my favorite, a close family friend. I have known Josephine for three years now and in those three years I have seen firsthand her leadership skills, her ability to take constructive criticism, maturity, and dedication into wanting to serve and help.

Josephine has some very great qualities that I see would be very helpful serving on the youth committee. She is very honest, I have watched her grow in her maturity and responsibly. She has a desire and a heart to serve others. She is very confident in public speaking and very good at teaching and leading kids. I have seen her volunteer at our local church in the java cafe where she absolutely loves to serve and interact with people and is always a delight. I have also watched her volunteer in the Children's ministry. Where she helps with the children but has also volunteered to teach them lessons. I have witnessed her work through her fears and doubts during our horse back riding lessons. Josephine is a great young lady. I am confident that she will be a valuable addition to the youth commission. Her leadership, compassion, and determination sets her apart. I believe she is ready to serve and represent her peers. I want to thank you for taking the time to read this.

Sincerely,
Serenity Delgado

To Whom it may Concern,

I would like to recommend Josephine Ripley for the Youth Commission. As her mother and homeschool teacher for the past 5 years, I have seen her heart to serve others grow. Her passions include team sports like basketball and soccer, and helping elementary aged students improve their reading skills. She would be a great addition to the team because she loves people and her community.

All the best,
Megan Ripley

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Kalea L. Powell

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

KP

*** Date**

06/03/2025 7:42 PM

*** Signature of Parent/Guardian (type name)**

Sherry Powell

*** Parent Email Address**

[REDACTED]

* Parent Phone


* **Date**

06/03/2025 7:42 PM

* **Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Kyra Collins

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED] nce

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Mrs. Amanda Mayes - Teacher Mrs. Ellen Chinnock - Family Friend

Letter of Recommendation 1

[Recommendation Letter from Mrs. Mayes.pdf](#)

Letter of Recommendation 2

[Kyra letter of recommendation.pdf](#)

*** Signature of Applicant (use initials)**

KC

*** Date**

08/27/2025 1:18 PM

*** Signature of Parent/Guardian (type name)**

Jody Curtis

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/27/2025 1:22 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

My name is Kyra Collins, I will be 13 years old tomorrow and I am in the 8th grade. I am excited to apply to serve on the Yucca Valley Town Youth Commission, and hope to make a positive difference in our community. I've been dancing since I was three, and it's taught me what it means to work hard, stay dedicated, and support others. I believe those same qualities would help me be a strong, reliable member of the Youth Commission. I want to help create fun and meaningful experiences for our town, and I'm especially interested in finding new ways to bring students together and make sure everyone feels included. I enjoy meeting new people, collaborating, sharing ideas, and learning from others, and I would love to contribute to something that makes a real difference. Thank you for considering my application! Kyra



To Whom it May Concern:

My name is Ellen Chinnock and I'm writing this letter to recommend Kyra Collins for the position of The Town of Yucca Valley Youth Commission. Kyra and my daughter, Vera, have been best friends for several years. They homeschool together, dance together, and plan their lives together.

Over the past few years I've seen Kyra demonstrate leadership skills as well as compassion and thoughtfulness. A couple of examples...

1. My daughter was new to dancing at the dance studio Kyra had been dancing at for a year or so. Whenever Vera had a question about what to do, what to wear, etc, Kyra would jump right in with support and knowledge about what was needed. She would go so far as to make extensive lists for Vera of what she would need for dance competitions. She would also text me to remind me of different events such as dance photo times, and what costumes to bring. She always has all the details in mind and I rely on her heavily for support.

2. Kyra wanted to surprise Vera by decorating our yoga studio for Vera's birthday. She invited some of Vera's friends to come help her and we went out to pick decorations and everything needed for the party. Her care and thoughtfulness in knowing what Vera would love was astounding to me. She thought of what would work for each individual and the group as a whole. When working with Vera's friends to decorate, she was kind, patient and clear in her communication. Vera felt very loved and special that day and everyone had a wonderful time.

Kyra is a confident, compassion leader with creativity and thoughtfulness. She cares for the whole in the way I see a mother caring for her children... each one matters. I could

see her planning all the town's events someday with joy and ease. I highly recommend her for this position.

Feel free to contact me with questions. My number is [REDACTED] or

[REDACTED]

Warmly,
Ellen Chinnock

Academy of College and Career Excellence West
59269 Sunnyslope Dr.
Yucca Valley, CA 92284
Phone: 760-228-1162
Fax: 760-228-1163
Office Hours 7am-3pm



Academy of College and Career Excellence East
72770 Hatch Rd.
Twentynine Palms, CA 92277
Phone: 760-367-7273
Office Hours 7am-2pm

August 14, 2025

Town of Yucca Valley Youth Commission
57090 Twentynine Palms, Highway
Yucca Valley, CA 92284
(760) 369-7211

To Whom It May Concern,

If you are looking for a student who combines discipline, leadership, and fearless communication, you have found her—Kyra Collins. I had the pleasure of teaching Kyra in 7th grade and now have the privilege of teaching her in 8th grade. I have seen her excel in academics while pursuing her talents and leadership skills beyond the classroom.

Kyra's dedication to ballet is one of the clearest examples of her focus and discipline. She trains daily, culminating in professional-level performances—such as the one I attended at the Annenberg Theater in Palm Springs—where admission was charged to the public. This is not a casual hobby, but a serious pursuit requiring stalwartness, artistry, and perseverance. Within her dance company, Kyra has already stepped into leadership roles, working with young children as an instructor and mentor. She meets weekly without fail, arriving on time and fully prepared, modeling professionalism and responsibility well beyond her years.

Academically, Kyra is one of the most effective communicators I have taught. While many students hesitate to approach adults in professional capacities, Kyra bridges that gap with confidence and respect. She emails, calls, and checks in regularly to advocate for herself and takes initiative in discussing her goals and progress. She completes her education through an independent study program, which demands self-motivation, organization, and academic rigor—standards she consistently meets while balancing her demanding extracurricular schedule.

Supported by a family committed to her growth as a well-rounded individual, Kyra has the discipline, leadership experience, and community focus to excel as a Youth Commissioner. I wholeheartedly recommend her for this role and am confident she will bring dedication, creativity, and a strong work ethic to the position.

Sincerely,

Amanda Mayes
Independent Study Teacher, MUSD



Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Maxton McMahon

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

MHJM

*** Date**

06/10/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Savannah McMahon

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

06/10/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Lucien Milo, Danza

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

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I am a returning commissioner

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

LMD

*** Date**

07/14/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Sara E. Mahan

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

07/14/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**
N/A

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Myla Myla

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Paula Erickson Megan Ripley

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

MK

*** Date**

09/02/2025 4:44 AM

*** Signature of Parent/Guardian (type name)**

Priscilla Krenelka

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

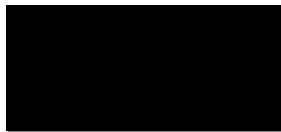
[REDACTED]

*** Date**

09/02/2025 4:45 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I would like to be with you commission because it sounds fun how about and learn new stuff, and I love helping the community. I have volunteered for car washes before. I would like to learn how to be a good person in my team and a good leader. I would like to work with someone new. Learning new things is important to me because I am going into my teenage years. It would be a new experience for me and I could learn new things. I would be a good part of the youth commission. Thank you Myla. Krenelka



August 29, 2025

To Whom it May Concern,

Myla Krenelka would be a great addition to serve on the Youth Commission team. I have known Myla for the last 6 years and know her to be curious and determined. She thrives in physically active environments and she loves testing her fitness through activities such as swimming and grappling. She is proud of her family and her community and I know she will work hard on whatever she puts her mind to.

Sincerely,

A handwritten signature in cursive script that reads "Megan Ripley". The signature is fluid and extends to the right with a long horizontal stroke.

Megan Ripley
PRCC Commissioner

To Whom It may Concern:

Myla Kunelka would be of great value to the Youth Commission.

Two years ago she was a junior lifeguard at the High School pool. She has a great personality, get along with everyone. She is very responsible, good at school and gets good grades. She also has obligated herself for car washes. She will bring a lot to the table for her community and her peers.

Sincerely
Paula Erickson

PAULA ERICKSON :

760-799-6725

PAULA.ERICKSON55@YAHOO.COM

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Nicolas S. Musch

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Mr. Don Risser Mr. Robert Guinn

Letter of Recommendation 1

[Letter for N. Musch, Don Risser.docx](#)

Letter of Recommendation 2

[Musch, Nicolas - Yucca Valley Youth Commission - letter of recommendation - rguinn - signed \(1\).pdf](#)

*** Signature of Applicant (use initials)**

NSM

*** Date**

08/27/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Heather Musch

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/27/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I am excited to join the Youth Commission here in Yucca Valley. I was born in Joshua Tree, and have lived in Yucca Valley my entire life. At home my family speaks two languages: English and Spanish. I regularly contribute my Spanish skills in typing slides for special bilingual services at my church. I will be happy to share my bilingual abilities in the Youth Commission. In my free time, I like to read military history and suspense novels, build models, and fly RC planes. I also play trumpet, coronet, and piano. I enjoy tennis and golf during their respective seasons. I have several friends and acquaintances who are current members of the Yucca Valley Youth Commission, who have encouraged me to submit this application. Specifically, this group is a great opportunity for young people to become involved in service to their local community here in the high desert. I look forward to becoming a part of the Yucca Valley Youth Commission.

To Whom It May Concern:

It is with the utmost confidence and pleasure that I recommend Mr. Nicolas Musch to the Yucca Valley Youth Commission. I have known Nicolas for approximately 3 years as his weekly trumpet and music theory instructor. During that time, I have found that Nicolas is extremely friendly, hardworking, honest and highly motivated and dedicated to his pursuits. He is always prepared every week for his lessons and he works diligently on his assignments. He is very talented in music, and I know that he is very passionate about his other undertakings in life such as his hobbies, family life, sports and his church. There is no doubt in my mind that he will be a valuable asset to your community organization. Thank you for your attention to this matter.

Don Risser



Robert H. Guinn
Professor, Chemistry
College of the Desert
43-500 Monterey Ave
Palm Desert, CA 92211
Phone: [REDACTED]
Email: [REDACTED]

August 25, 2025

Yucca Valley Town Council / Youth Commission
Attn: Parks, Recreation and Cultural Commission
57090 29 Palms Hwy
Yucca Valley, CA 92284

Dear Commissioners,

I am writing this letter in enthusiastic support of Nicolas (Nico) Musch in his endeavor to serve on the Yucca Valley Youth Commission. I have had the privilege of knowing the Musch family for nearly a decade, during which time I have also worked closely with Nico's father German. This long personal and professional association has given me the opportunity to witness Nico develop from a child into a promising young man.

In that time I have found Nico to be respectful, thoughtful, creative, curious, and compassionate, qualities which should find purchase in the development of community events and youth activities. If appointed, I am confident that Nico will prove himself to be a valuable member of the commission, and that the experience will also provide him with meaningful opportunities for growth. I sincerely hope that you will recommend Nico to serve.

Please feel free to contact me if I can provide any additional information.

Sincerely,



Robert H. Guinn

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Nora E. Wolfe

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Mr. Gates and Mrs. Schuler

Letter of Recommendation 1

[Nora Wolfe Recommendation YCYV.docx](#)

Letter of Recommendation 2

[Nora Wolfe.docx](#)

* **Signature of Applicant (use initials)**

NW

* **Date**

08/27/2025 3:24 PM

* **Signature of Parent/Guardian (type name)**

Antje Strom

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

08/27/2025 3:25 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

There are many reasons that I want to join the Youth Commission. One reason I want to join is that I want to start volunteering more. I love volunteering and I think it's a great way to spend my time. Another reason is because I want to see how local government works. I would love to have an input and help make good decisions to represent the kids of Yucca Valley. I also want to have more experience talking to the public. I want to get better at talking to people I don't know. I would love to work with more kids like me. I also want to learn new skills that can help me in my life. I was in Leadership at La Contenta last year and this year. I think being in the Youth Commission would be a lot of fun and I hope I can be accepted.

26 August 2025

To Whom It May Concern,

It is my pleasure to recommend Nora for a position with the Youth Commission. I had the privilege of being Nora's 7th grade honors English teacher for the 2024-2025 school year, and she consistently stood out as one of the top students in her class.

Nora is both academically strong and socially thoughtful. She worked well with every student she sat next to and always approached her assignments with diligence and focus. Her work ethic is one of her strongest qualities, and it is matched by her kindness. Nora not only strives for excellence herself, but she also helps elevate those around her.

When Nora shared that she wanted to join the Youth Commission to volunteer more and be a part of what happens in her town, it felt like a natural extension of the character she already shows in the classroom. She is the kind of student who will listen to others, collaborate well, and take responsibility seriously.

I am confident that Nora will contribute positively to the Youth Commission and take her role to heart. She will be a dependable and thoughtful member of the group.

Sincerely,

Sarah Schuler

Sarah Schuler

English Department Chair

La Contenta Middle School

August 20, 2025

To whom it may concern,

I am writing this letter to recommend Nora Wolfe for a position in the Youth Commission of Yucca Valley. During my time as her Mathematics teacher at La Contenta Middle School I have observed the qualities one would desire in a position of leadership and community involvement. First, I have noticed her work ethic. Nora puts forth her best effort in everything she does and never settled for doing her homework or projects halfway. Secondly, she has shown herself to be a great contributor and communicator. She participated and engaged in my class and developed positive relationships with her classmates and with the adults on campus. But the most important quality I have observed in Nora is her positive and helpful attitude. She commits herself to everything she does with a smile on her face. I did not see her complain about even the most tedious of math assignments. In fact, she helped make the assignments more fun for those around her. Nora has also volunteered in many areas at our school and has done that cheerfully as well. I could see her not only thriving but helping others thrive in her time in the Youth Commission. I cannot recommend her highly enough.

Sincerely,

Caleb Gates
Mathematics Teacher
La Contenta Middle School

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

1. The Yucca Valley Youth Commission is comprised of individuals in 7th through 12th grades.
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4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Neal (Peanut) A. AridaSanchez

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

N.A.

*** Date**

08/06/2025 3:40 PM

*** Signature of Parent/Guardian (type name)**

[REDACTED]

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/06/2025 3:40 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Please complete the following fields.

* Name

Rakeem Raphael. Cortes

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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Mr. Wali is a math teacher at Yucca Valley High School. Saeed Lackraj is the Assistant Manager for the Five Star Gym located in the Town mall in Yucca Valley.

Letter of Recommendation 1

[Yucca Valley Youth Commission.pdf](#)

Letter of Recommendation 2

[Yucca Valley Youth Commission-1.pdf](#)

*** Signature of Applicant (use initials)**

R.R.C.

*** Date**

08/31/2025 7:28 PM

*** Signature of Parent/Guardian (type name)**

Adriana Chavez

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/31/2025 7:28 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

Hi my name is Rakeem. I am really interested in this position as a way to start giving back to my community. I have long seen many injustices in the world and I personally am tired of it. as a plan of actions I will pursue a career in politics so I can have a say in how the world is run and how it treats people, and so I can be a voice for my community. I love Yucca Valley and its people so I would be very honored for the opportunity to give back to my community. I know the experience of being in this youth commission will be extremely beneficial to my future. I am aware that I may not have as good academic history or volunteer times as the rest of the candidates for this position but what I do know is that you will not find anyone else as dedicated to serving their people as much as me. Please take that into consideration when deciding for the position. Thank you for taking the time to read my message.

Dear Youth Commission

I am recommending Rakeem Cortes to the Yucca Valley Youth Commission. While Rakeem worked at the juice bar for our gym, he was very helpful in translating for us, and he was also very friendly with gym members. He is a kind and respectful person who communicates well with people in the community, and he deserves to be a part of the town youth commission.

Sincerely,

Saeed Lackraj

Assistant Manager

Five Star Gym, Yucca Valley

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

richard g. abbott

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

RA

*** Date**

08/13/2025 8:37 AM

*** Signature of Parent/Guardian (type name)**

Nicole Abbott

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/13/2025 8:38 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Sonora R. Atwater

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Kimberly Zzyzx (Homeschool teacher) and Mrs. Howell (Leadership 7th grade teacher)

Letter of Recommendation 1

[CamScanner 09-02-2025 19.22 \(2\).pdf](#)

Letter of Recommendation 2

[108e548d-8789-4d49-a397-23a053658608.pdf](#)

*** Signature of Applicant (use initials)**

SA

*** Date**

09/02/2025 7:49 PM

*** Signature of Parent/Guardian (type name)**

Kathryn Atwater

*** Parent Email Address**

[REDACTED]

* Parent Phone

*** Date**

09/02/2025 7:51 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

My name is Sonora Atwater, I first heard about Yucca Valley Youth Commission at one of the community events at the high school. I am 13 years old almost 14 and want to join to help the community and be a good example and leader for the town. I have been attending the town events since I was little and have always wanted to volunteer. I want to join because I want this to help me become a more productive, creative person. In 7th grade at La Contenta Middle school I got into leadership, later on I got the opportunity to attend Rotary 5330 PYRDE youth camp. I was there for 2 days, it was an experience where I got to learn leadership, teamwork, and social skills. I believe I could use those skills to help with events, volunteering and more. I have been taking the time this year to join activities, after school programs, and other events to help learn who I am as a person and take these experiences/opportunities to also help me become more smart, intelligent, and bright. I also used to be homeschooled throughout 1st to 5th grade and during that time I have been independent but also learned teamwork. I was in a homeschool class where I got to volunteer and help make a movie for the 29 palms drive in theatre. I would love to take the time to help out at the community events, have fun, think of new ideas how to make this year even better then last, listen to others and also always be respectful. I am always willing to help, and also communicate. I have also had experience from leadership to help decorate, take the time volunteering for whatever event we would be doing and clean up after the event. I would love to be apart of Yucca Valley Youth Commission I would love to have this opportunity to learn, use my leadership skills, make a good impact on the town.

From: Shelley Howell, M. Ed.

Town of Yucca Valley
Youth Commission Selection Committee
Yucca Valley, CA

Letter of Recommendation for Sonora Atwater – Youth Commissioner Application

Dear Members of the Selection Committee,

It is my great pleasure to recommend **Sonora Atwater** for the position of Youth Commissioner with the Town of Yucca Valley. I have had the privilege of knowing Sonora for two years now as she was in my Leadership Class last year. In that time, I have seen her consistently demonstrate leadership, integrity, and a genuine dedication to serving others.

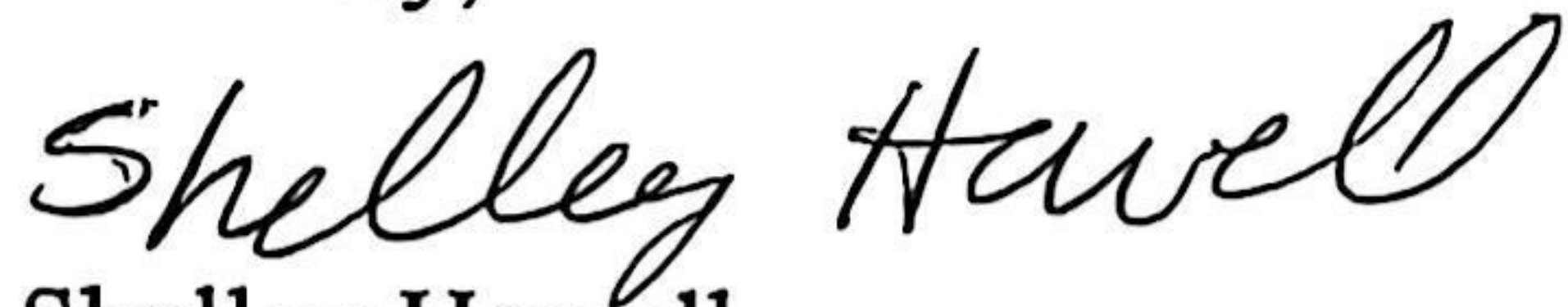
Sonora stands out as a young leader who not only takes initiative but also inspires those around her. She approaches challenges with creativity and determination, and she has the ability to listen to different perspectives with respect and empathy. These qualities, combined with her strong sense of responsibility, make her an excellent representative for the youth of Yucca Valley.

In addition to her leadership skills, Sonora has a deep interest in community engagement and improvement. She has shown great enthusiasm for addressing the needs of her peers, and I believe she would bring a thoughtful, energetic, and collaborative spirit to the Youth Commission. Her maturity, strong communication skills, and commitment to making a positive difference are exactly what is needed in this role.

I am confident that Sonora Atwater will excel as a Youth Commissioner and contribute meaningfully to the work of the Commission and the broader Yucca Valley community. I wholeheartedly recommend her for this position.

Thank you for your consideration. Please feel free to contact me at [REDACTED] if you would like further information.

Sincerely,



Shelley Howell
La Contenta Middle School Teacher



Kimberly Zzyzx
Executive Director, Institute of Inquiry
760.206.6026
director@instituteofinquiry.org

August 31, 2025

Attn: Clayton Rardon
Community Services Manager, Town of Yucca Valley Community Services Dept.
crardon@yucca-valley.org

Dear Mr. Rardon,

I am writing to express my enthusiastic recommendation for Sonora Atwater as an applicant to the Town of Yucca Valley's Youth Commission. As the Director and Lead Teacher of education nonprofit the Institute of Inquiry, I have had the pleasure of serving as Sonora's teacher from the time she was six to 13 years old. If chosen, I have no doubt that Sonora will quickly become an integral member of the Yucca Valley Youth Commission.

When Sonora first entered my class as a 1st grader, her drive and curiosity for learning were immediately clear. These characteristics, along with her kind, inclusive nature have served her well over the years, including many collaborative projects. During her time in our program, Sonora's creativity has blossomed. Even more importantly, Sonora has consistently shown grace and skill when working with partners and in group projects. Sonora's focus has *never* been solely to further her own goals, she is an attentive collaborator, listener, and shows particular skill in reaching group consensus with peer connections intact. She is an effective advocate for her peers when she sees they are not being heard or factored into group discussions, and would serve as a valuable addition to any team.

During the years 2020 to 2023, our program held an Annual Student Silent Film Festival, culminating in a screening fundraiser event at Smith's Ranch Drive-In. In our Silent Films class, we spoke often as a group about the nature of collaborating in supportive and helpful ways. In 2023, Sonora spent 10 weeks authoring an original script, even continuing her project independently during her extended absence from class for health reasons. In the roles of director, actor, lead costumer and video editor, Sonora exemplified this kind of inclusive leadership. She worked diligently on her project management skills throughout production by keeping track of multiple scenes, actors, and production team duties.

Throughout my time as Sonora's teacher, I and her peers have benefited greatly from her enthusiasm for learning and for building community with her peers. Sonora is an individual who remains committed to equity, and notices the needs of any peer who may fall silent, feel left out, or fail to speak up. I know she would bring a great deal of diplomacy and care to her time on the Yucca Valley Youth Commission and I am thrilled to offer my recommendation. I know she will bring a great deal of passion and resilience to any challenge she meets, as she has for the past 8 years as my student. Please do not hesitate to contact me with any additional questions.

Warmly,

A handwritten signature in black ink, appearing to read "Kimberly Zzyzx". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kimberly Zzyzx

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Sophia J. Abbott

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED] ol

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning youth commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

S.A

*** Date**

08/08/2025 9:00 AM

*** Signature of Parent/Guardian (type name)**

Nicole Abbott

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/08/2025 12:00 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

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Please complete the following fields.

* Name

Talia Faith. Soares

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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Tina Wilcox and Taylor Soares

Letter of Recommendation 1

[2025 Talia Reference.docx](#)

Letter of Recommendation 2

[Letter of Recommendation.pdf](#)

* **Signature of Applicant (use initials)**

TS

* **Date**

09/03/2025 6:11 PM

* **Signature of Parent/Guardian (type name)**

Ty Soares

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

09/03/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

Dear people of Youth Commission, considering you only have limited spots for this amazing program I would be honored to be chosen for something this cool. One reason you should choose me to be in Youth Commission is because I have always been very involved with the community. I am also very good with staying on task and doing more than one thing at a time. Over the 11 years of my life I have done soccer, track, basketball, dance, tennis, piano, taekwondo, gate and just started volleyball. One example that I learned from soccer is that you have to have great sportsmanship. One reason you have to have great sportsmanship is because your friends may be on the other team so if they win you still have to support them. I have also done leadership both in yucca valley and 29 palms. I think it would be really fun to help out the community and plan cool activities for people to enjoy. Ever since I heard that youth commission is a thing I have wanted to be in the program. In conclusion, it would be amazing to be in youth commission so I can help the community out more.

September 2, 2025

Reference for Talia Soares, Town of Yucca Valley Youth Commission

Talia Soares would be an excellent asset for you as a Youth Commissioner. She has excellent leadership skills, is helpful, and personal. Talia works well in groups and is a team player because she has great ideas and is a contributor. She is energetic, enthusiastic, and likes to stay busy. Talia also works well with adults as well as her peers. She was my go-to-student in Sixth Grade. She led discussion groups as well as leading lessons for the entire class.

She is comfortable to be around because she is kind, mannerly, and has a great sense of humor. When she makes a commitment, she is responsible and loyal. Talia has already made arrangements to come back to FHES to work with me in the Sixth-Grade classroom, demonstrating her loyalty.

In addition, Talia is a great public speaker. She volunteered to give speeches on some of the subjects she had written in class. She was chosen to be a main speaker for her Sixth Grade Promotion.

In summary, Talia is the complete person. She is well adjusted and is comfortable in all situations. She accepts academic and personal challenges. She is a thinker and cares about people. Talia would definitely serve you well as a Youth Commissioner. I highly recommend her for this position.

If you would like further information, I would be delighted to be contacted.

[REDACTED]

Tina Wilcox
Friendly Hills Elementary School
Sixth-Grade Educator

Taylor Soares

Letter of Recommendation,

Although Talia is my little sister, I can honestly say that she is a very enthusiastic and hardworking young lady that always strives to be the best that she can be. She has great potential and I believe that joining the Youth Commission will help her grow as a person, just as it has helped me grow. Talia will always put a smile on your face, and she has a heart of gold. So, when she asked me to write her a recommendation letter, I was more than pleased to do so. The list that I could write about this bright young lady could go on for pages, but in short I will end with this. Talia Soares carries herself with a sense of confidence and empathy, she is a friend to everyone, and will always strive to do her best.

- Taylor Soares

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Please complete the following fields.

* Name

Taylor Grace. Soares

* Residence Address

8540 Quail Springs Rd
Joshua Tree CA 92252
Unite States of America

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

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*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

TS

*** Date**

09/01/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Tony Soares

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/01/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

NA

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Please complete the following fields.

* Name

Trenity M. Keele

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Kalea Powell, Sherry Powell

Letter of Recommendation 1

[Trenitys refernce letter.pdf](#)

Letter of Recommendation 2

[Document \(2\).docx](#)

* **Signature of Applicant (use initials)**

TMK

* **Date**

09/03/2025 12:00 AM

* **Signature of Parent/Guardian (type name)**

LeeAnn Keele

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

09/03/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

My name is Treenity Keele. To whom it may concern, I am 12 years old, in 8th grade, and I am home-schooled through Acellus Academy. I've been helping my mother through stroke recovery for 2 years, and I've had some jobs working for my family. When I join the Youth Commission, I will be more focused on helping others and the community, and learn about the town. I think that the youth commission could help me be a better person and help me be more willing to talk to new people and learn new things. Overall, the Youth Commission is a great place and is friendly to all, and I look forward to joining the Youth Commission and the chance to be a better person, learn new things, and meet new people. I am grateful to join the youth commission and the opportunities ahead. Thank you for choosing me to join the Youth Commission.

Respectfully, Treenity Keele

Recommendation for Trenity Keele

Date: September 3, 2025

To the Town of Yucca Valley Youth Commission Selection Committee,

It is a pleasure to recommend Trenity Keele for a position on the Youth Commission. Trenity is the youngest of a large family with sibling ages spanning over 40 years. She has been observed as a thoughtful, empathetic, and exceptionally responsible young person who is well-suited to represent her peers.

Trenity possesses a maturity and level of integrity. She consistently demonstrates a strong work ethic and is an active and engaged member of the homeschool community and her scout group. Beyond her academic and extracurricular performance, she has the ability to interact within intergenerational settings with comfort. Trenity has selflessly assisted family during the difficult times following her mother's stroke whether it was aiding with her mom's care or with her preschool aged nephews she is always willing to step in and help where needed.

Trenity has the dedication and interpersonal skills to be a valuable asset to the Youth Commission. She will approach her responsibilities with enthusiasm and a commitment to serving her community.

Feel free to contact me at [REDACTED]
[REDACTED] if further information is required.

Sincerely,

Sherry Powell

Kalea Powell

[REDACTED]

[REDACTED]

08/15/25

To whom it may concern,

As a member of the Yucca Valley Youth Commission and town employee, I know firsthand how valuable this program is in helping young people grow as leaders and make a difference in their community. I am excited to recommend my aunt, Trenity Keele, for a position on the Commission.

Even though she is only twelve, Trenity already shows the curiosity, responsibility, and kindness that make a great commissioner. She is thoughtful in her ideas, respectful when working with others, and always willing to step in and help. I believe the Youth Commission would give her the opportunity to develop these strengths even further while offering her a chance to bring fresh insight and enthusiasm to the team.

I'm confident she would be a dedicated, creative, and dependable member who would take this role seriously and grow from the experience. Thank you for considering her application.

Sincerely,

Kalea Powell

Youth Commissioner/Town employee

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Valorie A. Cantos

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Amanda Vargas Jessica Ramos

Letter of Recommendation 1

[IMG_4525 \(1\).pdf](#)

Letter of Recommendation 2

[Letter of Rec..pdf](#)

* **Signature of Applicant (use initials)**

VC

* **Date**

08/02/2025 11:26 AM

* **Signature of Parent/Guardian (type name)**

Abigail Cantos

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

08/02/2025 11:26 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

I am interested in being part of the youth commission because I would love to help create fun, safe, and engaging activities for the youth in our community. I believe it's important to have opportunities where young people can come together, connect, and express themselves by being themselves. Some of the activities I would love to help bring to our area include after school programs, creative art and imagination workshops, and evening events that give the youth community something fun to look forward to. My mom often shares stories about growing up in Joshua Tree and how much she enjoyed you nights at the park. There would be a live DJ and kids within a certain age group could come out and dance in a safe environment. Hearing those stories inspires me to bring something similar back for today's generation. I want to represent and be the voice for that youth and help make positive changes.

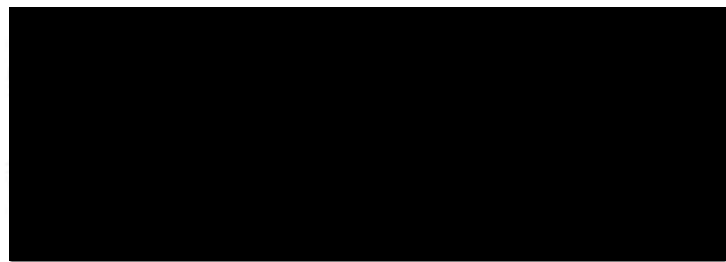
To whom this may concern,

My name is Amanda Vargas. I am honored to recommend for my niece Valorie Cantos for the Youth Commission of Yucca Valley. I strongly believe that Valorie is a deserving candidate for this position. She has consistently excelled in school and has been recognized by receiving the Presidents award and many more. Valorie has always been a role model and has inspired those around her. I am confident that she will be the best fit for the committee as she is a dedicated and has great leadership qualities.

Please feel free to contact me with any further information.

Best,

Amanda Vargas



Jessicka Barreto Ramos

Supernova All-Star Cheer

[REDACTED]

Yucca Valley, CA. 92284

[REDACTED]

To whom it may concern,

I'm super excited to recommend Valorie Cantos for the Youth Commission! I've known Valorie for several years, and she's been one of the most outstanding athletes I've had the pleasure of working with. She's always shown herself to be incredibly respectful and responsible, which makes her a fantastic role model.

Valorie really shines as a leader on our team. As cheer team captain, she always steps up, whether it's boosting confidence or helping the team strategize during competitions. What really stands out is how she mentors new members. She takes the time to show them new techniques, offers encouragement, and makes sure they feel like part of the team right away. Her patience and ability to explain things clearly have made a huge difference in how quickly our new cheerleaders get up to speed.

Beyond her leadership, Valorie volunteers to coach and train our mini team, who are just 4 to 7 years old. She's so patient and kind with them, and it's amazing to see how much the kids look up to her. She brings such a positive attitude to everything she does, and I know she'd be a fantastic addition to your program. Valorie has been a joy to have on my team, and I'll always be here to support her. If you need any more information or have any questions, please don't hesitate to reach out.

Best,

Jessicka Barreto Ramos.



JESSICKA BARRETO RAMOS

*Jessicka
Barreto Ramos*

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Vanessa M. Cifuentes

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

SKIPPED

Letter of Recommendation 2

SKIPPED

*** Signature of Applicant (use initials)**

VC

*** Date**

08/05/2025 12:00 AM

*** Signature of Parent/Guardian (type name)**

Pablo Cifuentes

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/05/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

N/A

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Vince Navarro. Hernandez

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Thomas Curran, Thomas Curran

Letter of Recommendation 1

[rec letter.pdf](#)

Letter of Recommendation 2

[rec letter.pdf](#)

* **Signature of Applicant (use initials)**

VNHB

* **Date**

08/28/2025 8:30 PM

* **Signature of Parent/Guardian (type name)**

Yubisela Hernandez Valdepenas

* **Parent Email Address**

[REDACTED]

* Parent Phone

*** Date**

08/28/2025 8:27 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

My Interest is cause i did a blood drive for the high school three times and honestly i love just working and hearing you help and work is my favorite words to hear so i would love and be gladly and grateful to work for the youth commission, i would love to provide and serve my city to give a good community to kids and up in youth and more

To whom it may concern,

I am pleased to write this letter of recommendation for Vince Navarro Hernandez. It has been my pleasure to be his teacher in the time I have known him at Yucca Valley High School. He always shows up to class on time and with enthusiasm, and while in class he works hard and maintains a positive attitude. I can confidently say that he is dedicated to being a capable student.

Vince consistently demonstrates a strong work ethic, intellectual curiosity, and a positive attitude. He participates actively in class discussions, submits assignments on time, and seeks feedback to improve. Beyond academics, he shows respect for peers and teachers alike, and contributes to a collaborative learning environment.

I believe Vince would be a valuable asset to any academic or professional program and strongly recommend him for your consideration. Please feel free to contact me if you need any further information.

Sincerely,
Thomas Curran
Education Specialist
Yucca Valley High School



Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Wayne A. Keele

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

* **Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Kalani Powell, Sherry Powell

Letter of Recommendation 1

[Letter of Recommendation for Wayne Keele.pdf](#)

Letter of Recommendation 2

[Document \(3\).docx](#)

* **Signature of Applicant (use initials)**

WAK

* **Date**

09/03/2025 12:00 AM

* **Signature of Parent/Guardian (type name)**

LeeAnn Keele

* **Parent Email Address**

[REDACTED]

* **Parent Phone**

[REDACTED]

*** Date**

09/03/2025 12:00 AM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

Hello and good afternoon, I am Wayne Keele. I am 14 years old and in 9th grade, enrolled in an online homeschool program called Acellus Power Homeschool. I have not had any real jobs, but I work around my household doing small parts for my mom, who is in stroke recovery. To whoever it may concern, I would like to join the Youth Commission to explore activities that utilize my free time to help others. I want to make a positive impact in the community. I'd like to learn more about the history of Yucca Valley, California. I would also like to meet different people in the community. I would love to be accepted into the youth commission, and I am willing to help in any way needed, so please ask for help when needed. I wish to strengthen the Youth Commission in every aspect I can. Thank you for your time and support. Sincerely, Wayne Keele, youth commission candidate

To Whom It May Concern,

I am writing to recommend Wayne Keele for the Yucca Valley Youth Commission. Wayne is a great kid who is responsible, respectful, and dependable. He is the kind of young person who can be counted on to do his best and to take his commitments seriously.

Although he is on the quieter side, Wayne is thoughtful and observant, and he has a genuine way of listening to others. He works well with people of all ages and shows maturity in how he treats both peers and adults. As a homeschooler, Wayne has had the opportunity to spend time in intergenerational settings, which has helped him become comfortable engaging with younger children as well as adults.

Wayne has also shown patience and a caring nature at home, especially while helping his mom during her recovery from a stroke. He has been supportive to his family and dependable with his young nephews, showing responsibility and kindness in those everyday situations.

I believe Wayne would be a wonderful addition to the Youth Commission. He is eager to learn, open to new experiences, and ready to contribute in a positive way. I am confident that he would take this opportunity seriously and represent himself and his community well.

If you have any questions, please feel free to contact me at [REDACTED] or by email at [REDACTED]

Thank you for your consideration.

Sincerely,
Kalani Powell

Sherry Powell
Sister, Homeschool Mentor, Coach

September 2, 2025

To Whom It May Concern,

It is with great pride and genuine respect that I write this letter of recommendation for Wayne Keele, a remarkable young man who is applying to serve on our Youth Commission. Wayne is not only an outstanding student and community member, but he is also a resilient and compassionate individual who brings depth, empathy, and leadership beyond his years.

As the youngest son of a single mother and dedicated homemaker who has recently suffered a stroke, Wayne has faced challenges that would test even the most seasoned adult. Instead of retreating, he has stepped up—with courage, humility, and strength. His ability to balance academic responsibility, family care, and community involvement is a reflection of his exceptional character.

What sets Wayne apart is his innate sense of purpose and service. He is keenly aware of the needs of those around him and has consistently sought ways to contribute meaningfully, whether through volunteer work, supporting his peers, or simply being a steady presence in a time of uncertainty. His lived experiences have nurtured a deep understanding of empathy, equity, and the importance of giving back—qualities that align powerfully with the mission of the Youth Commission.

Despite the pressures he has endured, Wayne continues to strive for excellence and inspires others with his quiet determination and positive spirit. He is a young man who listens before he speaks, who leads by example, and who sees challenges as opportunities to grow and uplift others. I have no doubt that his voice would bring valuable insight and perspective to the commission.

I wholeheartedly recommend Wayne for a position on the Youth Commission. He is a young leader in the making—one who embodies resilience, responsibility, and hope. Please feel free to contact me should you need any further information.

Sincerely,
Sherry Powell

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

* Name

Yoatd Cazares

* Residence Address

[REDACTED]
[REDACTED]
[REDACTED]

* Cell Phone

[REDACTED]

* Email Address

[REDACTED]

* School

[REDACTED]

* Grade

[REDACTED]

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Please list the names of your two references and attach their recommendations. Mike Wali, Devin Main.

Letter of Recommendation 1

[Yoatd C. Letter of Rec.pdf](#)

Letter of Recommendation 2

[Youth Commission Yoatd Cazares.pdf](#)

*** Signature of Applicant (use initials)**

YC

*** Date**

09/02/2025 4:00 PM

*** Signature of Parent/Guardian (type name)**

Ana Morales

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/02/2025 4:00 PM

*** Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)**

Although I have very little job and volunteer experience, I wish to partake in the youth commission to become a voice for students who wish to become STEM majors. I believe that there are very few STEM-related extracurriculars or events in the town of Yucca Valley, and I wish to become a voice, hopefully organizing these events, thus building opportunities for those with an interest in STEM. Within an academic setting, I often take charge, steering my group towards success, showing off my leadership. Furthermore, I can connect with those going through troubling times, having gone through similar experiences myself. Ultimately, becoming a voice for those with similar interests is important to me, and I hope this can be done through the Yucca Valley Youth Commission.

Devin J. Main, BA
Social Science Teacher
Yucca Valley High School

[REDACTED]

9/2/2025

To whom it may concern,

I highly recommend Yoatd Cazares for the Yucca Valley Youth Commission. I had the privilege of teaching Yoatd for one year and I oversaw him during my time as the GATE Coordinator at Yucca Valley High. Yoatd participates frequently in GATE activities and likes to learn. He rarely missed out on opportunities for new learning experiences. Yoatd is a dedicated student who strives for excellence. As a student, he participated in classroom activities and discussions. I could always count on Yoatd to provide his own insight to a conversation.

Beyond Yoatd's dedication to his education, he showcases great character around campus. He is always willing to help his peers. He rises to the challenge when needed. Yoatd always had a positive attitude and respect for his classmates. Yoatd is a friend to all.

Yoatd will make an excellent addition to the Yucca Valley Youth Commission. His willingness to participate shows that he will be a reliable member of the team and will be actively present for meetings and events. His inquisitive attitude shows that he will ask necessary questions and provide unique insight to the team. I believe his character is exactly what the team is looking for. Yoatd is the definition of a team player. He can successfully work with anybody. His positive attitude will help the team bond and become a strong presence in our town. I have no doubt that Yoatd will be a successful member of the team and will quickly show his worth.

If given the opportunity, Yoatd will rise to any challenge that comes his way. He is motivated and wants to do better for himself and the community. I fully support Yoatd in all of his future endeavors. If you have any questions, please feel free to reach out via email at

[REDACTED]

Sincerely,

Devin J. Main, BA
Social Science Teacher
Yucca Valley High School

Dear Youth Commission,

I recommend Yoatd Cazares for a position with the Yucca Valley Youth Commission. I had Yoatd for an advanced math class, dual enrollment Math 10 and Math 12, two years ago, and also AP Calculus last year. Yoatd is talented and hard working. He made an A in most of those difficult classes. His future plans include the study of engineering in college. He can be a good role model and positive influence to those in Yucca Valley that the youth commission serves. He is patient and helpful and can give good tips and advice to students who are currently navigating the high school experience.

Sincerely,

Mr. Mike Wali

Math teacher

Yucca Valley High School

4.12.010: COMMISSION CREATED:

A. There is hereby created a youth commission for the town, comprised of a minimum of five (5) members and a maximum of twenty (20) members. All commission members shall be full time students attending either a junior high or high school. Members of the commission shall serve without compensation.

B. The members of the commission shall be appointed by and continue in office subject to the pleasure of the town council. Each member shall serve a term concurrent with the school calendar from October through June, except that upon dissolution of the commission, or otherwise by action of the town council, all appointments shall terminate as of the effective date of such dissolution. The members of the youth commission shall not be limited in the number of terms they may serve. (Ord. 167, 5-12-2005; amd. Ord. 209, 5-4-2010; Ord. 290, 1-19- 2021)

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: August 29, 2025

Meeting Date: September 16, 2025

Subject: 2025 San Bernardino Point-in-Time Count Final Report

Recommendation:

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

Prior Review:

None with this item.

Discussion:

The San Bernardino County 2025 Point-in-Time Count and Subpopulation Survey is a one day, street-based and service-based unduplicated count and subpopulation survey of sheltered and unsheltered individuals to identify how many people in San Bernardino County are homeless and what their subpopulation characteristics are on a given day. The Count was conducted on Thursday, January 23, 2025, from 7am to noon. In larger geographical areas, such as the Morongo Basin, the count can occur for an additional 7 days.

The Department of Housing and Urban Development (HUD) requires that continuum of care (CoC) communities that receive HUD CoC funding (such as San Bernardino County), perform an annual "one day, point-in-time" unduplicated count and subpopulation survey of sheltered and unsheltered homeless individuals during the last week of January. Results of the Homeless Count and Subpopulation Survey provide the County and local jurisdictions with benchmark numbers that will serve as the basis for developing local community and countywide strategies to provide effective programs serving homeless individuals and families which can assist them in exiting life on the streets.

Per HUD's instructions for the count, a person is considered homeless, and thus counted, only when they fell within the HUD-based definition by residing in one of the places described below:

- In places not meant for human habitation, such as cars, parks, sidewalks, and abandoned

buildings;

- In an emergency shelter; and
- In transitional housing for homeless persons.

Each person who was counted was also asked a series of questions that ensured that all HUD required subpopulation data was collected that included adults with:

- HIV/AIDS;
- Serious mental illness; and
- Substance use disorders.

Subpopulations also included:

- Families;
- Chronically homeless families and individuals;
- Veterans; and
- Youth age 18-24

Several questions to gather local desired information were also asked:

- In what city did you first become homeless;
- In what city are you living now;
- Did you become homeless for the first time during the past 12 months;
- Have you been released from prison or jail during the last 12 months;
- How much is your monthly income?

Per HUD's instructions, a person was not considered homeless if the person resided in one of the following places:

- Medical facilities such as hospitals; psychiatric facilities, and nursing homes;
- Jails, prisons, or juvenile detention facilities;
- Chemical dependency facilities, such as substance use treatment facilities and detox centers;
- Foster care homes or foster care group homes.

Current Year Data

In the final report, the number of individuals that were counted County wide on January 25, 2024, was 3,821, a 10.2% decrease from the 2024 count of 4,255.

The total number of individuals counted this year for the Town of Yucca Valley was 42, which is down 55 from the count in 2024, a 57% decrease. The number of unsheltered individuals were down by 62 individuals while the number of sheltered individuals counted increased by 7. The number of volunteers similar as previous years and the start time of the count was moved slightly earlier in the morning in an attempt to facilitate the count. Because the Morongo Basin has a large geographical area to cover, HUD allows the counting to continue for an additional seven days. The Town is exceedingly grateful to the community volunteers who assisted with the count.

Since some funding sources utilize the Point-in-Time Count numbers to determine eligibility, the County relies on this information to provide options for additional funding for more programs and services. While the decrease in the homeless population is welcomed news, staff continues to engage with County partners in the evaluation of the accuracy of the point in time count as a proxy for actual homelessness in the Basin. Anecdotal observations provided by Basin service organizations serving the homeless population indicate that the actual count of

homeless in the Basin may be higher than what is reflected in the one-day count.

Town staff continues to evaluate and identify programs which may assist those unhoused individuals in Town. While Town resources are not sufficient for the establishment or operation of a full-time shelter, Town staff continues to seek partnerships with the County in the provision of such services using a regional model. Further, the Town will continue to seek possible emergency assistance programs through the Town's Measure Y funding resources.

Alternatives

None recommended.

Fiscal Impact:

None with this item.

Attachments

1. 2025-Continuum-of-Care-Homelessness-Count-and-Survey-FINAL



Office of Homeless Services



2025

CONTINUUM OF CARE
**HOMELESS COUNT
& SURVEY FINAL REPORT**

2025 CONTINUUM OF CARE
HOMELESS COUNT AND
SURVEY REPORT

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EXECUTIVE SUMMARY

There were 4,255 adults and children who were counted as homeless during the 2025 Point-In-Time Count and Survey. The previous Point-In-Time homeless count and survey was completed in 2024 during which 4,255 persons were counted. A comparison of the last two counts reveals that:

- 434 less persons were counted in 2025, which represents a decrease of 10.2%;
- 435 less persons were counted as unsheltered in 2025 when compared to the unsheltered count in 2024, which represents a decrease of 14.2%; and
- 1 more person was counted as sheltered in 2025 when compared to the sheltered count in 2024, which represents an increase of 0.0%.

Table 1. Comparison of 2024 and 2025 Homeless Counts

	Sheltered	Unsheltered	Total
2024 Homeless Count	1,200	3,055	4,255
2025 Homeless Count	1,201	2,620	3,821
Difference:	+1 (0.0%)	-435 (14.2%)	-434 (10.2%)

Regarding sheltered homelessness, U.S. Department of Housing and Urban Development (HUD) states that:

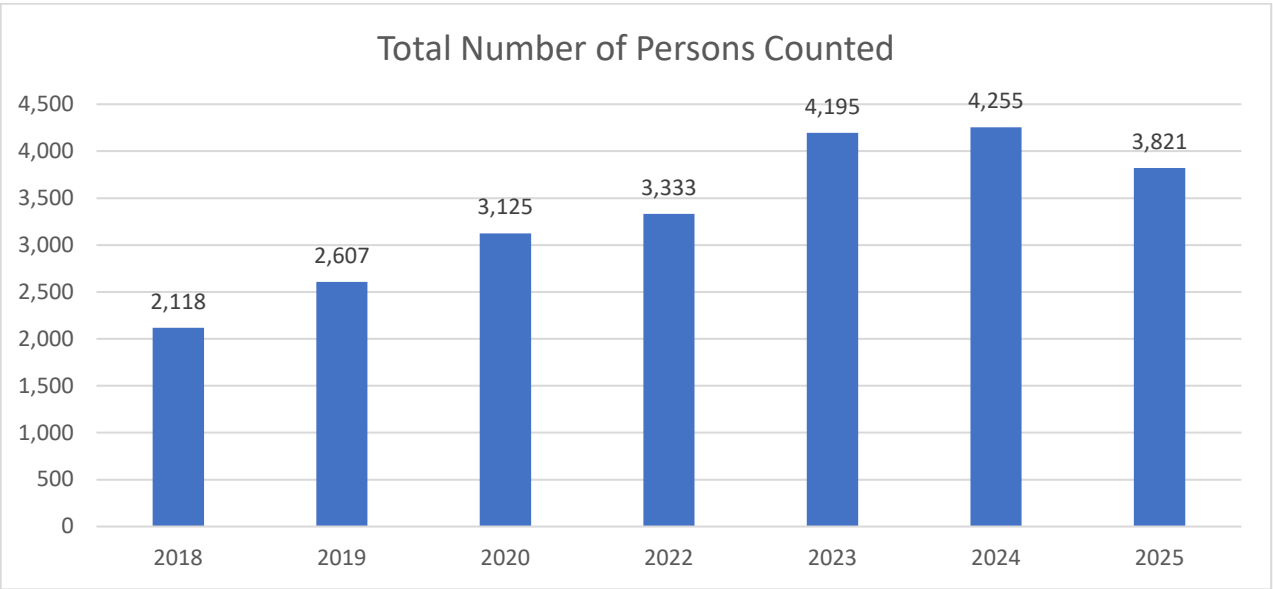
- Continuums of Care must count all individuals or families who meet the criteria in paragraph (1)(ii) of the homeless definition in 24 CFR 578.3. This includes individuals and families “living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals)” on the night designated for the count. This includes individuals residing in Safe Haven projects.

Regarding unsheltered homelessness, HUD states that:

- Continuums of Care must count all individuals or families who meet the criteria in paragraph (1) (i) of the homeless definition in 24 CFR 578.3. This includes individuals and families “with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground” on the night designated for the count. Rapid Re-Housing (RRH) assisted households who are still unsheltered on the night of the count (e.g., staying in an encampment and being assisted by an RRH project to obtain housing) must be included as part of the unsheltered count.

The following chart shows that the number of people counted as unsheltered and sheltered was 2,118 in 2018 and 3,821 in 2025, which represents an increase of 1,703 persons or 80.4%. Each year since 2018, the number of people counted was more than the previous year except in 2025. Conversely, as noted in Table 1 above, there was a decrease of 10.2% in the number of people counted in 2025 when compared to 2024.

Chart 1. Persons Counted 2018 - 2025



The following table provides a breakdown of the total number of sheltered and unsheltered persons counted in 2025 by jurisdiction.

Table 2. Total Number of Sheltered and Unsheltered Adults and Children by Jurisdiction

Jurisdiction	Sheltered		Unsheltered	Total
	Shelter	Transitional Housing		
Adelanto	1	17	20	38
Apple Valley	0	0	18	18
Arrowbear	0	0	1	1
Barstow	32	6	58	96
Big Bear City/Sugarloaf	2	11	0	13
Big Bear Lake	3	0	29	32
Bloomington/Crestmore	0	0	33	33
Blue Jay	0	0	0	0
Cajon Canyon	0	0	0	0
Cedarpines Park	0	0	1	1
Chino	0	0	15	15
Chino Hills	0	0	3	3
Colton	7	0	171	178
Crestline	0	0	6	6
Devore	0	0	0	0
Fontana	36	57	271	364
Grand Terrace	0	0	4	4
Hesperia	2	0	68	70
Highland	0	0	90	90
Joshua Tree	0	0	12	12
Lake Arrowhead	0	0	0	0
Landers	0	0	4	4
Lenwood	0	0	0	0
Loma Linda	0	0	19	19
Lucerne Valley	0	0	0	0
Lytle Creek	0	0	0	0
Mentone/Crafton	0	0	0	0
Montclair	0	0	38	38
Morongo Valley	0	0	0	0
Muscoy	0	0	11	11
Needles	0	0	12	12
Ontario	17	22	258	297
Phelan/Pinion Hills	0	0	2	2
Rancho Cucamonga	7	0	113	120
Redlands	42	0	104	146
Rialto	2	0	52	54
Running Springs	0	0	4	4
San Bernardino	438	116	981	1,535
Skyforest	0	0	1	1
Twentynine Palms	2	0	19	21
Twin Peaks	0	0	0	0
Upland	0	34	33	67
Valley of Enchantment	0	0	10	10
Victorville	263	44	141	448
West Cajon Valley	0	0	0	0
Wonder Valley	0	0	0	0
Yermo	0	0	0	0
Yucaipa	12	0	4	16
Yucca Valley	19	9	14	42
Countywide or Unknown	0	0	0	0
Total:	885*	316*	2,620**	3,821

**Of the 2,620 unsheltered persons counted, 2,607 were adults age 18+ and 13 were children under age 18. There were 9 families that consisted of 13 adults and 13 children.

Table 3 notes that 3,184 (83.3%) of the 3,821 homeless adults and children were counted within the cities of Barstow, Colton, Fontana, Ontario, Rancho Cucamonga, Redlands, San Bernardino, and Victorville. These eight cities accounted for 2,097 or more than three-fourths (80%) of the total unsheltered population of 2,620, 842 or 95.1% of the 885 persons counted in shelter, and 245 or 77.5% of the 316 persons counted in transitional housing.

Table 3. Jurisdictions with Largest Number of Persons Counted as Homeless

Jurisdiction	Sheltered		Unsheltered	Total
	Shelter	Transitional Housing		
County	885	316	2,620	3,821
Barstow	32	6	58	96
Colton	7	0	171	178
Fontana	36	57	271	364
Ontario	17	22	258	297
Rancho Cucamonga	7	0	113	120
Redlands	42	0	104	146
San Bernardino	438	116	981	1,535
Victorville	263	44	141	448
Total:	842 (95.1%)	245 (77.5%)	2,097 (80%)	3,184 (83.3%)

Table 4 compares the total number of unsheltered persons, sheltered persons, and the total number of persons counted in 2025 to the total number of persons counted in 2024 for incorporated and unincorporated areas.

Table 4. Comparison of Total Number of Persons Counted in 2025 to 2024 by Jurisdiction

Incorporated and Unincorporated Areas	Total Number of Unsheltered Persons				Total Number of Sheltered Persons				Total Number			
	2024	2025	Difference		2024	2025	Difference		2023	2024	Difference	
	#	#	#	%*	#	#	#	%*	#	#	#	%*
Adelanto	16	20	4	+25	13	18	5	+38	29	38	9	+31
Apple Valley	26	18	-8	-31	5	0	-5	-100	31	18	-13	-42
Arrowbear	0	1	1	+100	0	0	0	0	0	1	1	+100
Barstow	87	58	-29	-33	26	38	12	+46	113	96	-17	-15
Big Bear City/Sugarloaf	0	0	0	0	18	13	-5	-28	18	13	-5	-27%
Big Bear Lake	21	29	8	+38	11	3	-8	-73	32	32	0	0
Bloomington/Crestmore	16	33	17	+106	0	0	0	0	16	33	17	+106
Blue Jay	0	0	0	0	0	0	0	0	0	0	0	0
Cajon Canyon	0	0	0	0	0	0	0	0	0	0	0	0
Cedarpines Park	1	1	0	0	0	0	0	0	1	1	0	0
Chino	43	15	-28	-65	0	0	0	0	43	15	-28	-65
Chino Hills	7	3	-4	-57	0	0	0	0	7	3	-4	-57
Colton	230	171	-59	-26	118	7	-111	-94	348	178	-170	-49
Crestline	11	6	-5	-45	9	0	-9	-100	20	6	-14	-70
Devore	3	0	-3	-100	0	0	0	0	3	0	-3	-100
Fontana	260	271	11	+4	41	93	52	+127	301	364	63	+21
Grand Terrace	4	4	0	0	0	0	0	0	4	4	0	0

Hesperia	67	68	1	+2	0	2	2	*	67	70	3	+4
Highland	100	90	-10	-10	25	0	-25	-100	125	90	-35	-28
Joshua Tree	29	12	-17	-59	0	0	0	0	29	12	-17	-59
Lake Arrowhead	4	0	-4	-100	1	0	-1	-100	5	0	-5	-100
Landers	0	4	4	*	0	0	0	0	0	4	4	*
Lenwood	1	0	-1	-100	0	0	0	0	1	0	-1	-100
Loma Linda	14	19	5	+36	0	0	0	0	14	19	5	+36
Lucerne Valley	2	0	-2	-100	0	0	0	0	2	0	-2	-100
Lytle Creek	0	0	0	0	0	0	0	0	0	0	0	0
Mentone/Crafton	3	0	-3	-100	3	0	-3	-100	6	0	-6	-100
Montclair	74	38	-36	-49	0	0	0	0	74	38	-36	-49
Morongo Valley	1	0	-1	-100	0	0	0	0	1	0	-1	-100
Muscoy	10	11	1	+10	0	0	0	0	10	11	1	10
Needles	15	12	-3	-20	0	0	0	0	15	12	-3	-20
Ontario	163	258	95	+58	34	39	5	-15	197	297	100	+51
Phelan/Pinion Hills	7	2	-5	-71	0	0	0	0	7	2	-5	-71
Rancho Cucamonga	83	113	30	+36	0	7	7	*	83	120	37	+45
Redlands	144	104	-40	-28	69	42	-27	-39	213	146	-67	-31
Rialto	73	52	-21	-29	0	2	2	*	73	54	-19	-26
Running Springs	5	4	-1	-20	0	0	0	0	5	4	-1	-20
San Bernardino	977	981	4	+0.4	440	554	114	+25.9	1,417	1,535	118	+8
Skyforest	0	1	1	+100	0	0	0	0	0	1	1	+100
Twentynine Palms	100	19	-81	-81	7	2	-5	-71	107	21	-86	-80
Twin Peaks	0	0	0	0	0	0	0	0	0	0	0	0
Upland	37	33	-4	-11	59	34	-25	-42	96	67	-29	-30
Valley of Enchantment	3	10	7	*	0	0	0	0	3	10	7	*
Victorville	326	141	-185	-57	285	307	22	+8	611	448	-163	-27
West Cajon Valley	0	0	0	0	0	0	0	0	0	0	0	0
Wonder Valley	0	0	0	0	4	0	-4	-100	4	0	-4	-100
Yermo	0	0	0	0	0	0	0	0	0	0	0	0
Yucaipa	13	4	-9	-69	11	12	1	-1	24	16	-8	-33
Yucca Valley	76	14	-62	-82	21	28	7	+33	97	42	-55	-57
Countywide**	3	0	-3	-100	0	0	0	0	3	0	-3	-100
TOTAL:	3,055	2,620	-435	-14.2	1,200	1,201	1	0	4,255	3,821	-434	-10.2

*Percentages are only provided for differences that were less than 200%.

**Includes Domestic Violence survivor programs.

The following table provides the total number of people counted as unsheltered for each supervisorial district. The total number of people counted is broken down by the number of adults age 18 or older, number of unaccompanied children under age 18, and number of accompanied children under 18.

Table 5. Supervisorial District

Supervisorial District	Total	Adult		Unaccompanied Children Under 18		Accompanied Children Under 18	
	Number	Number	Percent	Number	Percent	Number	Percent
District 1	249	249	100	0	0	0	0
District 2	387	386	99.7	0	0	1	0.3
District 3	441	433	98.2	0	0	8	1.8
District 4	344	342	99.4	0	0	2	0.6
District 5	1,196	1,194	99.8	0	0	2	0.2
Unknown	3	3	100	0	0	0	0
Total:	2,620	2,607	99.5	0	0	13	0.5

The following related table provides a comparison of the 2025 unsheltered count to the 2024 unsheltered count by supervisorial district.

Table 6. Supervisorial District Unsheltered Count Comparison

Supervisorial District	2024	2025	Difference	
			Number	Percent
District 1	444	249	-195	-43.9
District 2	343	387	+44	+12.8
District 3	691	441	-250	-36.2
District 4	324	344	+20	+6.2
District 5	1,246	1,196	-50	-4.0
Unknown	7	3	-4	-57.1
Total:	3,055	2,620	-435	-14.2

BACKGROUND INFORMATION

The U.S. Department of Housing and Urban Development (HUD), as part of its requirements for local Continuums of Care (CoCs) to continue to receive continuum of care funding for homeless persons, requires CoCs to conduct “one-day Point-In-Time” sheltered and unsheltered homeless counts during the last 10 days of January. The CA-609 San Bernardino City and County CoC is one of nearly 400 jurisdictions nationwide that submit an annual application to HUD for continuum of care funding.

HUD requires CoCs to conduct a sheltered count every year and an unsheltered count every other year. The San Bernardino City and County CoC conducts an annual unsheltered count as do a majority of California’s 44 CoCs.

When was the count conducted?

The sheltered count included residents of shelters and transitional housing programs throughout the county who slept in these facilities during the night of January 22 through the early morning of January 23. The unsheltered homeless count was conducted on Thursday, January 23, 2025, beginning at 6 a.m.

HUD allows counting in hard-to-reach and remote places to continue up to seven days after the count if persons are asked if they were homeless on the day of the count and a unique identifier is used to prevent duplication. A limited amount of counting occurred during the seven days following the count in a few hard-to-reach and remote places.

Who was counted?

Per HUD’s instructions, a person was considered homeless, and thus counted, only when they fell within the HUD-based definition of homeless by residing in one of the places described below:

- In places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings;
- In an emergency shelter; and
- In transitional housing for homeless persons.

Each individual who was counted also responded to a series of survey questions. These questions ensured the collection of all HUD-required subpopulation data, which included information about adults with: HIV/AIDS, serious mental illness, and substance use disorders.

Subpopulations also included:

- Families;
- Chronically homeless families and individuals;
- Veterans; and
- Youth ages 18 – 24.

Adult survivors of Domestic Violence are optional according to HUD.

Several questions to gather local desired information were also asked and include:

- Did you become homeless for the first time during the past 12 months?
- Has a doctor or other medical professional ever told you that you have a chronic health condition that is life-threatening such as heart, lung, liver, kidney or cancerous disease?
- Have you been incarcerated during the last 12 months?
- Have you ever been in foster care?
- How much is your monthly income?
- In which city/community did you first become homeless?
- In which state where you born?
- Where did you sleep last night?
- Would you like to provide a phone number so a team member can contact and locate you to provide assistance and services for your need(s)?
- Would you like to provide an email address so a team member can contact and locate you to provide assistance and services for your need(s)?

Who was not counted?

Per HUD’s instructions, a person was not considered homeless if the person resided in one of the following places noted below:

- Medical facilities, such as hospitals, psychiatric facilities, and nursing homes where persons are admitted for care;
- Jails, prisons, or juvenile detention facilities;
- Chemical dependency facilities, such as substance use treatment facilities and detox facilities or;
- Foster care homes or foster care group homes.

Also, per HUD’s instructions, children identified as homeless by McKinney-Vento Homeless Coordinators at schools as homeless should not be counted. Children may be included in the count if they live in an emergency shelter or transitional housing program, or if they are unsheltered.

Lastly, HUD does not consider persons who are “doubled up,” or persons who are “near homelessness” to be homeless but considers them to be at risk of becoming homeless. Thus, such persons were not included in the homeless count.

San Bernardino County, like many other counties, has a substantial number of households that are at risk of becoming homeless. The U.S. Census Bureau has noted that 13.2% or approximately 91,000 households (consisting of approximately 292,000 residents) in the county were living at or below the poverty level, as reported in the 2023 Small Area Income and Poverty Estimates (SAIPE).

Many of these persons can become homeless because of social structural issues such as increases in rent, loss of jobs, and rising health care costs. In addition, personal experiences such as domestic violence, physical disabilities, mental illness, and substance abuse can cause members of a low-income household or an entire household to become homeless. Often, one or more of these causes factor into a household’s homelessness experience.

Who carried out the count?

The homeless count and subpopulation survey was a joint effort of the San Bernardino County Homeless Partnership, the San Bernardino County Office of Homeless Services, and the Institute for Urban Initiatives. San Bernardino County had approximately 554 community volunteers serve as counters. As noted in the Acknowledgements section of this report, there were 24 cities and towns that contributed staff time and office space for the training and deployment of counters. There were several law enforcement agencies that provided their time, knowledge, and expertise regarding locations of homeless persons. Also, there were several non-profit agencies, faith-based organizations, homeless providers and county departments that helped with the planning process, including the San Bernardino County Innovation and Technology Department (ITD), which created maps to guide counters.

The San Bernardino County Homeless Partnership (SBCHP) was formed to provide a more focused approach to issues of homelessness within San Bernardino County. Its primary purpose is to develop a countywide public and private partnership and to coordinate services and resources to reduce homelessness in the SB County. The partnership consists of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and federal, state, and local governments. SBCHP was developed to promote a strong collaboration between agencies to direct the planning, development, and implementation of the county’s strategy to prevent and reduce homelessness. The partnership provides leadership in creating a comprehensive countywide network of service delivery to homeless and near-homeless households by facilitating better communication, planning, coordination, and cooperation among all entities that provide services and/or resources to relieve homelessness.

The San Bernardino County Office of Homeless Services (OHS) serves as a “clearinghouse” of homeless issues for all County departments. Any homeless issues encountered by County staff can be referred to this office for resolution. OHS staff plays a vital role in the SBCHP as the administrative support unit to the organization. OHS ensures that SBCHP’s vision, mission and goals are carried into effect.

The Institute for Urban Initiatives consists of several community- and faith-based institutes that respond to the economic, housing, and social needs of neighborhoods, cities, and counties from local community, regional, national, international, and faith-based perspectives. Urban Initiatives has completed over 100 assessments for local government and private organizations throughout Southern California that have focused on affordable housing, business development and education for micro-businesses, fair housing, homelessness, migrant farming, and street vending.

METHODOLOGY

Unsheltered Count and Survey

To conduct the count, Esri's ArcGIS software platform was used. The 2025 Homeless Point-In-Time Count was a configuration of Survey 123 for ArcGIS and Operations Dashboard for ArcGIS that was used by OHS in partnership with ITD to conduct the 2025 homeless count and survey.

The Homeless Point-In-Time Count efforts included the following applications:

- Homeless count survey, which included approximately 30 interrelated questions to meet HUD requirements concerning the collection of data for HUD designated subpopulations and to meet local requests for additional information about the homeless population;
- Homeless count dashboard, which was used to monitor results of the Point-In-Time Count in real time; and
- Homeless count results application that provided for instant viewing of data and tables that detailed real-time results.

A digital survey form was designed to simplify the surveyor's experience; only relevant questions were displayed based on the answers input, eliminating the need for the counters to devote time and effort to determine which questions to ask, and resulting in a streamlined surveying experience.

Additional logic was built into the form to perform calculations behind-the-scenes. For example, the form combined the answers from a subset of questions to determine whether the respondent met HUD's definition of chronically homeless and calculated the result instantly as the survey was completed. Extensive testing was conducted to ensure the various combinations of factors were all successfully calculated to a correct result. These calculations allowed for real-time monitoring of such metrics as the count was taking place using an Operations Dashboard, ultimately eliminating the need for the calculations after the count was completed.

An added benefit of using digital surveys was the capture of location information. When a survey was conducted, the global positioning system (GPS) location of the surveyor's mobile device was captured, providing the geographic location of where the survey took place, and opening up opportunities for mapping and analyses. (For safety and privacy reasons, location information was not captured for surveys of sheltered homeless persons.) Upon completion of the count, the data were examined and scrubbed to remove any invalid records, such as practice surveys submitted before the official start of the count. Steps were also taken to ensure that duplicate records – instances where the same individual was surveyed more than once in the same location – were identified and removed.

Closer monitoring of undercounted areas

As previously noted, the ESRI Survey 123 app provided the ability for a homeless count dashboard, which was used to monitor results of the Point-In-Time Count in real-time. This provided instant viewing of data points on the dashboard in the command center during the time of the count. Each data point represented a household counted.

During the count, if data points did not appear in areas where homeless persons were known to live, volunteers were sent to the area to count, and persons counted were included in the total count if they were not previously counted.

After the count, if data points did not appear in areas where homeless persons were known to live,

professional outreach workers were sent to those areas the next day and persons were included in the total count if they were not previously counted. HUD allows for next day counting based upon two conditions: 1) any homeless persons encountered be asked if they were homeless on the day of the count, and 2) a unique identifier must be created for that person.

A unique identifier was created for all persons counted on the day of the count and the day after the count. If the same unique identifier appeared twice, it was assumed that it was the same person; also, a person was only included once in the total count if the person stated "yes" when asked "if they were homeless on the day of the count," which was Thursday, January 25th.

Analyzing the subpopulation data

Only adults and unaccompanied teenage children who are counted are surveyed; accompanied children in families are not surveyed. Of the 2,607 adults (there were no unaccompanied children under 18 counted), 1,397 or 53.6% were surveyed and 1,210 or 46.4% were observed. Counters were instructed to record "no" in the digital survey form for question 4, "Are you able to interview this person" and to give their best guess-estimate for questions 5 – 8, which asked for gender, age, ethnicity, and race, if they believed there was a safety issue, a person was sleeping, or a person refused to be interviewed.

Sheltered Homeless Count

HUD encourages the use of Homeless Management Information Services (HMIS) data to generate sheltered counts and subpopulation data for programs with 100% of beds participating in HMIS. Therefore, HMIS was used to gather the total number of occupied beds and the number of persons for each subpopulation.

A data collection instrument was used to collect the total number of occupied beds and the number of persons for each subpopulation for non-participating HMIS programs and for HMIS participating agencies whose HMIS data is incomplete and/or incorrect. The same questions used to collect subpopulation data through HMIS were used for the data collection instrument.

UNSHELTERED HOMELESSNESS

Of the 3,821 people counted as homeless in 2025, 2,620 or more than two-thirds (68.6%) were unsheltered, which is defined by HUD as:

“An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.”

HUD also requires that the total number of unsheltered and sheltered adults be broken down by various subpopulations that include age, gender, race, and ethnicity. Of the 2,620 unsheltered persons counted, 2,607 were adults and 13 were accompanied children under age 18 in families.

HUD requires that the following demographic information be included in the Point-In-Time Count chart submission to HUD: Gender, Ethnicity, Race, and Age. Thus, the following questions were included in the homeless count survey:

What is Your Gender?

The following table provides a breakdown by gender for adults, unaccompanied youth under age 18, and accompanied children under age 18 in families. HUD requires gender to consist of men, women, culturally specific identity (e.g., two-spirit), transgender, non-binary, questioning, different identity, and more than one gender.

More than two-thirds (69.4%) of adults were male and almost one-third (29.8%) of adults were female. More than half (53.8%) of accompanied children under age 18 in families were male and almost one-third (30.7%) were female.



Table 7. Breakdown by Gender

Gender	Adult		Unaccompanied Children Under 18		Accompanied Children Under 18	
	Number	Percent	Number	Percent	Number	Percent
Female (Girl if child)	776	29.8	0	0.0	4	30.8
Male (Boy if child)	1,809	69.4	0	0.0	7	53.8
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0	0	0.0	0	0.0
Transgender	3	0.1	0	0.0	0	0.0
Non-Binary	3	0.1	0	0.0	0	0.0
Questioning	0	0.0	0	0.0	0	0.0
Different Identity	0	0.0	0	0.0	0	0.0
More Than One Gender	3	0.1	0	0.0	0	0.0
Unknown	13	0.5	0	0.0	2	15.4
TOTAL:	2,607	100	0	0.0	13	100

What is Your Race/Ethnicity?

The following table provides a breakdown of the total number of unsheltered adults and children by race/ethnicity. More than one-third (38.5%) of adults identified as Hispanic/Latina/e/o and more than one-third identified as White (35.1%). Approximately two-thirds (61.5%) of accompanied children in families were White and nearly one-fourth (23.1%) were Black, African American or African.

Table 8. Breakdown by Race/Ethnicity

Race/Ethnicity	Adult		Unaccompanied Children Under 18		Accompanied Children Under 18	
	Number	Percent	Number	Percent	Number	Percent
American Indian, Alaska Native, or Indigenous	63	2.4	0	0.0	0	0.0
Asian or Asian American	21	0.8	0	0.0	0	0.0
Black, African American or African	482	18.5	0	0.0	3	23.1
Hispanic/Latina/e/o	1,004	38.5	0	0.0	2	15.4
Middle Eastern or North African	10	0.4	0	0.0	0	0.0
Native Hawaiian or Pacific Islander	23	0.9	0	0.0	0	0.0
White	915	35.1	0	0.0	8	61.5
More Than One Race/Ethnicity	52	2.0	0	0.0	0	0.0
Unknown	37	1.4	0	0.0	0	0.0
TOTAL:	2,607	100	0	0.0	13	100

How Old Are You?

Table 9 offers a breakdown by age for adults according to HUD required age groups.

Approximately half (50.8%) of adults were age 44 or younger: 3.4% were age 18 – 24; 18.3% were age 25 – 34; and 29.1% were age 35 – 44.

Approximately half (49.2%) of adults were age 45 or older: 22.5% were age 45 – 54; 19.1% were age 55 – 64; and 7.6% were age 65+.

Table 9. Breakdown by Age for Adults

Adults	Number	Percent
Age 18 – 24	89	3.4
Age 25 – 34	477	18.3
Age 35 – 44	759	29.1
Age 45 – 54	586	22.5
Age 55 – 64	498	19.1
Age 65+	198	7.6
TOTAL:	2,607	100



Other Subpopulations

Table 10 provides a breakdown of other subpopulations for adults.

Table 10. Breakdown by Subpopulations (N=2,607)

Subpopulations	Number	Percent
Chronically Homeless Adults	1,147	44.0
Developmental Disability	143	5.5
Families including Chronically Homeless Families	9*	---
Persons w/HIV/AIDS	55	2.1
Persons w/Mental Health Problems	547	21.0
Physical Disability	574	22.0
Substance Users	751	28.8
Veterans	156**	6.0
Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	263	10.1

*Families consisted of 13 adults and 13 children. Five families consisting of seven adults and six children were chronically homeless.

**26.7% or 42 of the 156 veterans were chronically homeless.

Other Survey Questions

Other questions were included in the survey that were not required by HUD. There were 1,397 adults who responded to these survey questions.

Table 11. Other Survey Questions

Demographic Information		N=1,397	
		Number	Percent
How much is your monthly income?	Did you become homeless for the first time during the past 12 months?	234	16.8
	Has a doctor or other medical professional ever told you that you have a chronic health condition that is life-threatening such as heart, lung, liver, kidney or cancerous disease?	189	13.5
	Have you ever been in foster care?	301	21.5
	Have you been incarcerated during the last 12 months?		
	No income	873	62.5
	\$1 to \$250	155	11.0
	\$251 to \$500	105	7.5
	\$501 to \$1,000	103	7.4
	More than \$1,000	142	10.2
	Unknown	19	1.4
In what state were you born?	TOTAL	1,397	100
	California	1,034	74.0
	Other State in the United States	234	16.8
	Outside of the United States	129	9.2
	TOTAL	1,397	100

In what city did you first become homeless?

Table 12 notes the responses from the 1,397 adults who were interviewed. For example, 475 persons or 34.0% stated the City of San Bernardino.

Table 12. City First Homeless

Jurisdiction	Number	Percent
Adelanto	7	0.5
Apple Valley	21	1.5
Barstow	22	1.6
Big Bear City/Sugarloaf	0	0.0
Big Bear Lake	22	1.6
Bloomington/Crestmore	13	0.9
Blue Jay	0	0.0
Cajon Canyon	0	0.0
Cedarpines Park	0	0.0
Chino	11	0.8
Chino Hills	1	0.1
Colton	32	2.3
Crestline	11	0.8
Devore	0	0.0
Fontana	91	6.5
Grand Terrace	6	0.4
Hesperia	29	2.1
Highland	16	1.1
Joshua Tree	5	0.4
Lake Arrowhead	1	0.1
Landers	0	0.0
Lenwood	0	0.0
Loma Linda	5	0.4
Lytle Creek	0	0.0
Mentone/Crafton	2	0.1
Montclair	16	1.1
Morongo Valley	1	0.1
Muscoy	3	0.2
Needles	5	0.4
Ontario	85	6.1
Phelan/Pinion Hills	0	0.0
Rancho Cucamonga	30	2.1
Redlands	29	2.1
Rialto	31	2.2
Running Springs	3	0.2
San Bernardino	475	34.0

Table 12. City First Homeless (continued)

Skyforest	0	0.0
Twentynine Palms	6	0.4
Twin Peaks	1	0.1
Upland	21	1.5
Valley of Enchantment	0	0.0
Victorville	77	5.5
West Cajon Valley	0	0.0
Yermo	0	0.0
Yucaipa	6	0.4
Yucca Valley	6	0.4
Outside of San Bernardino	126	9.0
Outside of California	30	2.1
Outside of the United States	0	0.0
Unknown	151	10.8
TOTAL:	1,397	100*

*Percentage total is slightly less than 100% due to rounding.



SHELTERED HOMELESSNESS

Of the 3,821 persons counted in 2025, 1,201 persons or 31.4% were sheltered. Among the 1,201 sheltered persons, 885 were counted in shelters or received non-congregate shelter through a motel voucher and 316 were counted in transitional housing programs. HUD states that persons living in shelters and transitional housing programs (including safe haven programs) on the night of the count must be included in the homeless count.

As required by HUD, the sheltered count included the number of persons and households sleeping in emergency shelters (including seasonal shelters) and transitional housing programs that were listed on the Housing Inventory Chart (HIC). In addition, any persons staying in hotels or motels paid for by a social service agency were included in the sheltered count, per HUD’s instructions, if the voucher program was listed on the HIC.

HUD also requires that the total number of sheltered persons be broken down by pre-designated subpopulations. The total number of sheltered persons by the pre-designated subpopulations for 2025 are listed in table 13 below.

Prior to the homeless count, the HIC was specifically undated to include any new programs or exclude any programs no longer operational by OHS staff and Key Person Task Force members. A few changes were made to the HIC prior to the count.

HUD encourages the use of HMIS data to generate sheltered counts and subpopulation data for programs with 100% of beds participating in HMIS. Therefore, HMIS was used to gather the total number of occupied beds and the number of persons for each subpopulation. A data collection instrument was used to collect the total number of occupied beds and the number of persons for each subpopulation for non-participating HMIS programs. The same questions used to collect subpopulation data through HMIS were used for the data collection instrument. Thus, sheltered count data for all sheltered programs was gathered either through a data collection instrument or HMIS.

The following table provides a breakdown by age of the sheltered population of 1,201 adults and children as required by HUD.

Table 13. Sheltered Population by Age

Age	Number	Percent
Under age 18	236	19.7
Age 18-24	85	7.1
Age 25-34	194	16.1
Age 35-44	256	21.3
Age 45-54	181	15.1
Age 55-64	167	13.9
Age 65 or Older	82	6.8
TOTAL:	1,201	100

The following table provides a breakdown by gender of the sheltered population of 1,201 adults and children as required by HUD.

Table 14. Sheltered Population by Gender

Gender	Number	Percent
Woman (Girl if child)	542	45.1
Man (Boy if child)	655	54.5
Culturally Specific Identify	0	0.0
Transgender	2	0.2
Non-Binary	0	0.0
Questioning	0	0.0
Different Identify	0	0.0
More Than One Gender	2	0.2
TOTAL:	1,201	100

The following table provides a breakdown by race/ethnicity of the sheltered population of 1,201 adults and children as required by HUD.

Table 15. Sheltered Population by Race/Ethnicity

Race/Ethnicity	Number	Percent
American Indian, Alaska Native, or Indigenous	7	0.6
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	6	0.5
Asian or Asian American	8	0.7
Asian or Asian American & Hispanic/Latina/e/o	5	0.4
Black, African American, or African	331	27.5
Black, African American, or African & Hispanic/Latina/e/o	23	1.9
Hispanic/Latina/e/o	312	26.0
Middle Eastern or North African	28	2.3
Middle Eastern or North African & Hispanic/Latina/e/o	0	0.0
Native Hawaiian or Pacific Islander	6	0.5
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	1	0.1
White	311	25.9
White & Hispanic/Latina/e/o	127	10.6
Multi-Racial & Hispanic/Latina/e/o	13	1.1
Multi-Racial (not Hispanic/Latina/e/o)	23	1.9
TOTAL:	1,201	100

KEY FINDINGS

The following table provides a breakdown by various subpopulations of the sheltered population, 1,201 adults and children.

Table 16. Subpopulations Table for Sheltered Population (N=965)

Households (total number)	Number	Percent
Adults with HIV/AIDS	25	2.6
Adults with Mental Health Problems	172	17.8
Adults with Substance Use Problems	123	12.7
Adult Survivors of Domestic Violence	92	9.5
Veterans	23	2.4
Chronically Homeless Adults	205	21.2
Chronically Homeless Families (# of families)	3*	0.3
Youth Under Age 18-Households w/only children	8**	0.7
for Chronically Homeless Families (total person)	9	0.7

*965 households consist of 1,201 adults and children



1. The number of adults and children counted as homeless decreased by 10.2% when the 2025 Point-In-Time homeless count of 3,821 is compared to the 2024 Point-In-Time homeless count of 4,255.
2. The number of adults and children counted as unsheltered decreased by 14.2% when the 2025 unsheltered count of 2,620 is compared to the 2024 unsheltered count of 3,055.
3. The number of adults and children counted as sheltered in 2025 was 1,201, which is nearly the same as the 1,200 adults and children counted in 2024.
4. More than three-fourths (83.3%) or 3,184 of the 3,821 homeless adults and children were counted within eight cities that include Barstow, Colton, Fontana, Ontario, Rancho Cucamonga, Redlands, San Bernardino, and Victorville.
 - a. These eight cities accounted for 2,097 or more than three-fourths (80.0%) of the total unsheltered population of 2,620 and 1,087 or 90.1% of the 1,201 persons counted in shelters and transitional housing.
5. More than one-third (35.9%) of unsheltered adults and children counted as homeless became homeless for the first time during the 12 months prior to the homeless count.
6. Approximately one-third (34.0%) of unsheltered adults stated “City of San Bernardino” when asked in what city did you first become homeless.
7. Nearly half (44.0%) of unsheltered adults were chronically homeless, which is defined as being homeless for one year or more and having a disabling condition such as mental illness, chronic health condition, and a physical disability.
8. Nearly one-fourth (21.5%) of unsheltered adults answered “yes” when asked if they had been incarcerated during the past 12 months.
9. Nearly two-thirds (62.5%) of unsheltered adults answered “no income” when asked to state their monthly income.
10. More than three-fourths (81.0%) of unsheltered adults answered either “no income” (62.5%) or “less than \$500” (18.5%) when asked to state their monthly income.

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Angel of Hope	Family Assistance Program	• Community Emergency Response Team
Atlas Unseen Angels Inc.	Grace Chapel	• Children and Family Services
BIOLA University	Greater Works Chapel	• Community Revitalization
California State University San Bernardino	Health Care in Action	• Department of Behavioral Health – InnROADS
Center for the Realization of the Spirit	HomeAid Inland Empire	• Department of Public Health
Children’s Fund	Hope the Mission	• Human Services
Cities of :	Housing Authority of the County of San Bernardino	• Human Resources
• Adelanto	Inland Counties Legal Services	• Information Services Department
• Barstow	Inland Housing Solutions	• Library
• Big Bear Lake	Inland Empire Health Plan – IEHP	• Office of Homeless Services
• Chino	Inland SoCal United Way – 211	• Program Development Division
• Chino Hills	Kaiser Permanente	• Public Defender’s Office
• Colton	Knowledge & Education for Your Success – KEYS	• Purchasing Department
• Fontana	Lestonnac Free Clinic	• Sheriff’s Department
• Hesperia	Lighthouse Social Services	• Sheriff’s Department – Homeless Outreach Proactive Enforcement (HOPE) Team
• Highland	Loma Linda University Medical Center	• Transitional Assistance Department
• Loma Linda	Morongo Basin ARCH	Social Work Action Group (SWAG)
• Montclair	Morongo Basin Healthcare District	St. Richards Episcopal Church – Skyforest
• Needles	Mountain Homeless Coalition	Step Up on Second
• Ontario	Nu Block Realty Group	Symba Center
• Rancho Cucamonga	Office of Assemblyman Juan Carrillo	Town of:
• Redlands	Office of Assemblyman Pete Aguilar	• Apple Valley
• Rialto	Operation Grace	• Yucca Valley
• San Bernardino	Orenda Veterans Project	U.S. VETS Inland Empire
• Twentynine Palms	Rolling Start inc.	United States Veterans Administration
• Upland	Salvation Army	Upland CERT
• Victorville	San Bernardino County:	Water of Life Community Church/Citylink
• Yucaipa	• Administrative Office – Communications Team	
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Findings for Each Jurisdiction With Five or More Unsheltered Adults

*(NOTE: Percentage totals for Age, Gender, Income, and Race
may sum slightly more or less than 100% due to rounding)*

Demographic Information	n=9	
	Number	Percent
Age:		
18-24	0	0.0
25-34	0	0.0
35-44	3	33.3
45-54	4	44.4
55-64	2	22.2
65+	0	0.0
Total:	9	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	2	22.2
Chronically Homeless	6	66.7
Developmental Disability	0	0.0
Foster Care (ever been)	0	0.0
Gender:		
Woman (Girl if child)	1	11.1
Man (Boy if child)	8	88.9
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown		0.0
Total:	9	100
Homeless for First Time During Past 12 Months	6	66.7
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	2	22.2

Total Number of Unsheltered Adults: 20
Of the 20 adults counted, volunteers were able to administer 9 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	3	33.3
\$1–\$250	1	11.1
\$251–\$5000	1	11.1
\$501–\$1,000	2	22.2
More Than \$1,000	2	22.2
Unknown	0	0.0
Total:	9	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	2	22.2
Physical Disability That Seriously Limits Ability to Live Independently	4	44.4
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	2	22.2
Hispanic/Latina/e/o	2	22.2
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	5	55.6
Multiple Races	0	0.0
Unknown	0	0.0
Total:	9	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	1	11.1
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	1	11.1

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=16	
	Number	Percent
Age:		
18-24	0	0.0
25-34	4	25.0
35-44	6	37.5
45-54	0	0.0
55-64	4	25.0
65+	2	12.5
Total:	16	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	3	18.8
Chronically Homeless	2	12.5
Developmental Disability	0	0.0
Foster Care (ever been)	5	31.3
Gender:		
Woman (Girl if child)	6	37.5
Man (Boy if child)	9	56.3
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	1	6.3
Total:	16	100*
Homeless for First Time During Past 12 Months	9	100*
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	6	37.5

Total Number of Unsheltered Adults: 18
Of the 18 adults counted, volunteers were able to administer 16 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	10	62.5
\$1–\$250	3	18.8
\$251–\$5000	1	6.3
\$501–\$1,000	1	6.3
More Than \$1,000	1	6.3
Unknown	0	0.0
Total:	16	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	2	12.5
Physical Disability That Seriously Limits Ability to Live Independently	3	18.8
Race:		
American Indian, Alaska Native, or Indigenous	1	6.3
Asian or Asian American	0	0.0
Black, African American, or African	1	6.3
Hispanic/Latina/e/o	6	37.5
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	6	37.5
Multiple Races	0	0.0
Unknown	2	12.5
Total:		100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	2	12.5
Veteran Status	1	6.3
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	4	25.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=31	
	Number	Percent
Age:		
18-24	2	6.5
25-34	6	19.4
35-44	3	9.7
45-54	10	32.3
55-64	7	22.6
65+	3	9.7
Total:	31	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	9	29.0
Chronically Homeless	14	45.2
Developmental Disability	0	0.0
Foster Care (ever been)	3	9.7
Gender:		
Woman (Girl if child)	8	25.8
Man (Boy if child)	22	71.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	1	3.2
Total:	31	100
Homeless for First Time During Past 12 Months	15	48.4
HIV/AIDS	2	6.5
Incarcerated During the Last 12 Months	4	12.9

Total Number of Unsheltered Adults: 57
Of the 57 adults counted, volunteers were able to administer 31 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	27	87.1
\$1–\$250	2	6.5
\$251–\$5000	0	0.0
\$501–\$1,000	2	6.5
More Than \$1,000	0	0.0
Unknown	0	0.0
Total:	31	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	9	29.0
Physical Disability That Seriously Limits Ability to Live Independently	7	22.6
Race:		
American Indian, Alaska Native, or Indigenous	1	3.2
Asian or Asian American	0	0.0
Black, African American, or African	4	12.9
Hispanic/Latina/e/o	11	35.5
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	1	3.2
White	14	45.2
Multiple Races	0	0.0
Unknown	0	0.0
Total:	31	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	8	25.8
Veteran Status	4	12.9
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	1	3.2

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

BIG BEAR LAKE

Demographic Information	n=28	
	Number	Percent
Age:		
18-24	2	7.1
25-34	3	10.7
35-44	8	28.6
45-54	7	25.0
55-64	7	25.0
65+	1	3.6
Total:	28	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	4	14.3
Chronically Homeless	15	53.6
Developmental Disability	1	3.6
Foster Care (ever been)	2	7.1
Gender:		
Woman (Girl if child)	12	42.9
Man (Boy if child)	16	57.1
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	28	100
Homeless for First Time During Past 12 Months	12	42.9
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	10	35.7

Total Number of Unsheltered Adults: 28
Of the 28 adults counted, volunteers were able to administer 28 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	11	39.3
\$1–\$250	3	10.7
\$251–\$5000	1	3.6
\$501–\$1,000	5	17.9
More Than \$1,000	8	28.6
Unknown	0	0.0
Total:	28	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	6	21.4
Physical Disability That Seriously Limits Ability to Live Independently	0	0.0
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	0	0.0
Hispanic/Latina/e/o	3	10.7
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	25	89.3
Multiple Races	0	0.0
Unknown	0	0.0
Total:	28	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	10	35.7
Veteran Status	1	3.6
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	4	14.3

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

BLOOMINGTON/ CRESTMORE

Demographic Information	n=18	
	Number	Percent
Age:		
18-24	0	0.0
25-34	2	11.1
35-44	4	22.2
45-54	5	27.8
55-64	5	27.8
65+	2	11.1
Total:	18	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	4	22.2
Chronically Homeless	8	44.4
Developmental Disability	4	22.2
Foster Care (ever been)	2	11.1
Gender:		
Woman (Girl if child)	3	16.7
Man (Boy if child)	15	83.3
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	18	100
Homeless for First Time During Past 12 Months	4	22.2
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	3	16.7

Total Number of Unsheltered Adults: 33
Of the 33 adults counted, volunteers were able to administer 18 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	15	83.3
\$1–\$250	1	5.6
\$251–\$5000	0	0.0
\$501–\$1,000	0	0.0
More Than \$1,000	2	11.1
Unknown	0	0.0
Total:	18	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	4	22.2
Physical Disability That Seriously Limits Ability to Live Independently	6	33.3
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	1	5.6
Hispanic/Latina/e/o	7	38.9
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	10	55.6
Multiple Races	0	0.0
Unknown	0	0.0
Total:	18	100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	4	22.2
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=14	
	Number	Percent
Age:		
18-24	1	7.1
25-34	2	14.3
35-44	4	28.6
45-54	4	28.6
55-64	2	14.3
65+	1	7.1
Total:	14	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	2	14.3
Chronically Homeless	1	7.1
Developmental Disability	0	0.0
Foster Care (ever been)	1	7.1
Gender:		
Woman (Girl if child)	2	14.3
Man (Boy if child)	11	78.6
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	1	7.1
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	14	100
Homeless for First Time During Past 12 Months	5	35.7
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	4	28.6

Total Number of Unsheltered Adults: 15
Of the 15 adults counted, volunteers were able to administer 14 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	5	35.7
\$1–\$250	1	7.1
\$251–\$5000	2	14.3
\$501–\$1,000	3	21.4
More Than \$1,000	3	21.4
Unknown	0	0.0
Total:	14	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	1	7.1
Physical Disability That Seriously Limits Ability to Live Independently	0	0.0
Race:		
American Indian, Alaska Native, or Indigenous	5	35.7
Asian or Asian American	1	7.1
Black, African American, or African	2	14.3
Hispanic/Latina/e/o	3	21.4
Middle Eastern or North African	3	21.4
Native Hawaiian or Pacific Islander	0	0.0
White	14	55.6
Multiple Races	100*	0.0
Unknown	0	0.0
Total:	18	100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	1	7.1
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=54	
	Number	Percent
Age:		
18-24	1	1.9
25-34	7	13.0
35-44	17	31.5
45-54	13	24.1
55-64	11	20.4
65+	5	9.3
Total:	54	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	8	14.8
Chronically Homeless	31	57.4
Developmental Disability	1	1.9
Foster Care (ever been)	3	5.6
Gender:		
Woman (Girl if child)	15	27.8
Man (Boy if child)	39	72.2
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	54	100
Homeless for First Time During Past 12 Months	10	18.5
HIV/AIDS	3	5.6
Incarcerated During the Last 12 Months	8	14.8

Total Number of Unsheltered Adults: 171
Of the 171 adults counted, volunteers were able to administer 54 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	41	75.9
\$1–\$250	4	7.4
\$251–\$5000	1	1.9
\$501–\$1,000	4	7.4
More Than \$1,000	4	7.4
Unknown	0	0.0
Total:	54	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	10	18.5
Physical Disability That Seriously Limits Ability to Live Independently	8	14.8
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	4	7.4
Hispanic/Latina/e/o	28	51.9
Middle Eastern or North African	1	1.9
Native Hawaiian or Pacific Islander	0	0.0
White	19	35.2
Multiple Races	0	0.0
Unknown	2	3.7
Total:	54	100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	25	46.3
Veteran Status	5	9.3
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	6	11.1

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=6	
	Number	Percent
Age:		
18-24	0	0.0
25-34	1	16.7
35-44	0	0.0
45-54	1	16.7
55-64	2	33.3
65+	2	33.3
Total:	6	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	1	16.7
Chronically Homeless	2	33.3
Developmental Disability	0	0.0
Foster Care (ever been)	0	0.0
Gender:		
Woman (Girl if child)	3	50.0
Man (Boy if child)	3	50.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	6	100
Homeless for First Time During Past 12 Months	0	0.0
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	0	0.0

Total Number of Unsheltered Adults: 6
Of the 6 adults counted, volunteers were able to administer 6 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	3	50.0
\$1–\$250	0	0.0
\$251–\$5000	1	16.7
\$501–\$1,000	0	0.0
More Than \$1,000	2	33.3
Unknown	6	100
Total:		
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	1	16.7
Physical Disability That Seriously Limits Ability to Live Independently	1	16.7
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	1	16.7
Hispanic/Latina/e/o	0	0.0
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	4	66.7
Multiple Races	0	0.0
Unknown	1	16.7
Total:	6	100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	0	0.0
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	2	33.3

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=148	
	Number	Percent
Age:		
18-24	0	0.0
25-34	1	16.7
35-44	0	0.0
45-54	1	16.7
55-64	2	33.3
65+	2	33.3
Total:	6	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	20	13.5
Chronically Homeless	55	37.2
Developmental Disability	10	6.8
Foster Care (ever been)	24	16.2
Gender:		
Woman (Girl if child)	39	26.4
Man (Boy if child)	108	73.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	1	0.7
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	148	100*
Homeless for First Time During Past 12 Months	71	48
HIV/AIDS	2	1.4
Incarcerated During the Last 12 Months	35	23.6

Total Number of Unsheltered Adults: 270
Of the 270 adults counted, volunteers were able to administer 148 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	73	49.3
\$1–\$250	19	12.8
\$251–\$5000	18	12.2
\$501–\$1,000	14	9.5
More Than \$1,000	21	14.2
Unknown	3	2.0
Total:	148	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	27	18.2
Physical Disability That Seriously Limits Ability to Live Independently	27	16.2
Race:		
American Indian, Alaska Native, or Indigenous	5	3.4
Asian or Asian American	4	2.7
Black, African American, or African	27	18.2
Hispanic/Latina/e/o	78	52.7
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	1	0.7
White	28	18.9
Multiple Races	2	1.4
Unknown	3	2.0
Total:	148	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	26	17.6
Veteran Status	15	10.1
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	27	18.2

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=47	
	Number	Percent
Age:		
18-24	2	4.3
25-34	8	17.0
35-44	10	21.3
45-54	16	34.0
55-64	10	21.3
65+	1	2.1
Total:	47	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	5	10.6
Chronically Homeless	17	36.2
Developmental Disability	6	12.8
Foster Care (ever been)	10	21.3
Gender:		
Woman (Girl if child)	15	31.9
Man (Boy if child)	31	66.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	1	2.1
Total:	47	100
Homeless for First Time During Past 12 Months	11	23.4
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	9	19.1

Total Number of Unsheltered Adults: 68
Of the 68 adults counted, volunteers were able to administer 47 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	30	63.8
\$1–\$250	7	14.9
\$251–\$5000	2	4.3
\$501–\$1,000	2	4.3
More Than \$1,000	4	8.5
Unknown	2	4.3
Total:	47	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	10	21.3
Physical Disability That Seriously Limits Ability to Live Independently	9	19.1
Race:		
American Indian, Alaska Native, or Indigenous	1	2.1
Asian or Asian American	0	0.0
Black, African American, or African	4	8.5
Hispanic/Latina/e/o	5	10.6
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	35	74.5
Multiple Races	0	0.0
Unknown	2	4.3
Total:	47	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	16	34.0
Veteran Status	4	8.5
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	4	8.5

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=47	
	Number	Percent
Age:		
18-24	2	4.3
25-34	8	17.0
35-44	10	21.3
45-54	16	34.0
55-64	10	21.3
65+	1	2.1
Total:	47	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	5	10.6
Chronically Homeless	17	36.2
Developmental Disability	6	12.8
Foster Care (ever been)	10	21.3
Gender:		
Woman (Girl if child)	15	31.9
Man (Boy if child)	31	66.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	1	2.1
Total:	47	100
Homeless for First Time During Past 12 Months	11	23.4
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	9	19.1

Total Number of Unsheltered Adults: 68
Of the 68 adults counted, volunteers were able to administer 47 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	30	63.8
\$1–\$250	7	14.9
\$251–\$5000	2	4.3
\$501–\$1,000	2	4.3
More Than \$1,000	4	8.5
Unknown	2	4.3
Total:	47	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	10	21.3
Physical Disability That Seriously Limits Ability to Live Independently	9	19.1
Race:		
American Indian, Alaska Native, or Indigenous	1	2.1
Asian or Asian American	0	0.0
Black, African American, or African	4	8.5
Hispanic/Latina/e/o	5	10.6
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	35	74.5
Multiple Races	0	0.0
Unknown	2	4.3
Total:	47	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	16	34.0
Veteran Status	4	8.5
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	4	8.5

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

JOSHUA TREE

Demographic Information	n=10	
	Number	Percent
Age:		
18-24	0	0.0
25-34	1	10.0
35-44	2	20.0
45-54	3	30.0
55-64	1	10.0
65+	3	30.0
Total:	10	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	2	20.0
Chronically Homeless	6	60.0
Developmental Disability	0	0.0
Foster Care (ever been)	1	10.0
Gender:		
Woman (Girl if child)	5	50.0
Man (Boy if child)	5	50.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	10	100
Homeless for First Time During Past 12 Months	2	20.0
HIV/AIDS	2	20.0
Incarcerated During the Last 12 Months	0	0.0

Total Number of Unsheltered Adults: 10
Of the 10 adults counted, volunteers were able to administer 10 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	3	30.0
\$1–\$250	1	10.0
\$251–\$5000	1	10.0
\$501–\$1,000	3	30.0
More Than \$1,000	2	20.0
Unknown	0	0.0
Total:	10	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	2	20.0
Physical Disability That Seriously Limits Ability to Live Independently	4	40.0
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	0	0.0
Hispanic/Latina/e/o	0	0.0
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	10	100
Multiple Races	0	0.0
Unknown	0	0.0
Total:	10	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	2	20.0
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=5	
	Number	Percent
Age:		
18-24	0	0.0
25-34	0	0.0
35-44	2	40.0
45-54	2	40.0
55-64	0	0.0
65+	1	20.0
Total:	5	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	3	60.0
Chronically Homeless	1	20.0
Developmental Disability	0	0.0
Foster Care (ever been)	1	10.0
Gender:		
Woman (Girl if child)	1	20.0
Man (Boy if child)	4	80.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	5	100
Homeless for First Time During Past 12 Months	1	20.0
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	0	0.0

Total Number of Unsheltered Adults: 15
Of the 15 adults counted, volunteers were able to administer 5 surveys.

Demographic Information	Number	Percent
Income:		
No Monthly Income	3	60.0
\$1–\$250	1	20.0
\$251–\$5000	1	20.0
\$501–\$1,000	0	0.0
More Than \$1,000	0	0.0
Unknown	0	0.0
Total:	5	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	0	0.0
Physical Disability That Seriously Limits Ability to Live Independently	1	20.0
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	1	20.0
Hispanic/Latina/e/o	1	20.0
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	2	40.0
Multiple Races	1	20.0
Unknown	0	0.0
Total:	5	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	1	20.0
Veteran Status	1	20.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=2	
	Number	Percent
Age:		
18-24	0	0.0
25-34	2	100
35-44	0	0.0
45-54	0	0.0
55-64	0	0.0
65+	0	0.0
Total:	2	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	0	0.0
Chronically Homeless	0	0.0
Developmental Disability	0	0.0
Foster Care (ever been)	0	0.0
Gender:		
Woman (Girl if child)	0	0.0
Man (Boy if child)	2	100
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	2	100
Homeless for First Time During Past 12 Months	1	50.0
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	2	100

Total Number of Unsheltered Adults: 11
Of the 11 adults counted, volunteers were able to administer 2 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	0	0.0
\$1–\$250	1	50.0
\$251–\$5000	1	50.0
\$501–\$1,000	0	0.0
More Than \$1,000	0	0.0
Unknown	0	0.0
Total:	2	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	0	0.0
Physical Disability That Seriously Limits Ability to Live Independently	0	0.0
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	0	0.0
Hispanic/Latina/e/o	1	50.0
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	1	50.0
Multiple Races	0	0.0
Unknown	0	0.0
Total:	2	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	0	0.0
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=31	
	Number	Percent
Age:		
18-24	0	0.0
25-34	4	12.9
35-44	12	38.7
45-54	6	19.4
55-64	7	22.6
65+	2	6.5
Total:	31	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	11	35.5
Chronically Homeless	18	58.1
Developmental Disability	1	3.2
Foster Care (ever been)	2	6.5
Gender:		
Woman (Girl if child)	7	22.6
Man (Boy if child)	24	77.4
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	31	100
Homeless for First Time During Past 12 Months	12	38.7
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	11	35.5

Total Number of Unsheltered Adults: 38
Of the 38 adults counted, volunteers were able to administer 31 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	21	67.7
\$1–\$250	4	12.9
\$251–\$5000	0	0.0
\$501–\$1,000	2	6.5
More Than \$1,000	4	12.9
Unknown	0	0.0
Total:	31	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	5	16.1
Physical Disability That Seriously Limits Ability to Live Independently	8	25.8
Race:		
American Indian, Alaska Native, or Indigenous	1	3.2
Asian or Asian American	0	0.0
Black, African American, or African	4	12.9
Hispanic/Latina/e/o	19	61.3
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	7	22.6
Multiple Races	0	0.0
Unknown	0	0.0
Total:	31	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	9	29.0
Veteran Status	3	9.7
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	3	9.7

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

NEEDLES

Demographic Information	n=9	
	Number	Percent
Age:		
18-24	0	0.0
25-34	0	0.0
35-44	1	11.1
45-54	1	11.1
55-64	3	33.3
65+	4	44.4
Total:	9	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	3	33.0
Chronically Homeless	5	55.6
Developmental Disability	1	11.1
Foster Care (ever been)	1	11.1
Gender:		
Woman (Girl if child)	2	22.2
Man (Boy if child)	7	77.8
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	9	100
Homeless for First Time During Past 12 Months	3	33.3
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	1	11.1

Total Number of Unsheltered Adults: 12
Of the 12 adults counted, volunteers were able to administer 9 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	2	22.2
\$1–\$250	1	11.1
\$251–\$5000	0	0.0
\$501–\$1,000	5	55.6
More Than \$1,000	1	11.1
Unknown	0	0.0
Total:	9	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	0	0.0
Physical Disability That Seriously Limits Ability to Live Independently	3	33.3
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	0	0.0
Hispanic/Latina/e/o	1	11.1
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	8	88.9
Multiple Races	0	0.0
Unknown	0	0.0
Total:	9	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	1	11.1
Veteran Status	4	44.4
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=111	
	Number	Percent
Age:		
18-24	7	6.3
25-34	16	14.4
35-44	36	32.4
45-54	24	21.6
55-64	21	18.9
65+	7	6.3
Total:	111	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	15	13.5
Chronically Homeless	50	45.0
Developmental Disability	5	4.5
Foster Care (ever been)	9	8.0
Gender:		
Woman (Girl if child)	35	31.5
Man (Boy if child)	76	68.5
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	111	100
Homeless for First Time During Past 12 Months	39	35.1
HIV/AIDS	2	1.8
Incarcerated During the Last 12 Months	37	33.3

Total Number of Unsheltered Adults: 256
Of the 256 adults counted, volunteers were able to administer 111 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	70	63.1
\$1–\$250	18	16.2
\$251–\$5000	3	2.7
\$501–\$1,000	6	5.4
More Than \$1,000	10	9.0
Unknown	4	3.6
Total:	111	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	17	15.3
Physical Disability That Seriously Limits Ability to Live Independently	31	27.9
Race:		
American Indian, Alaska Native, or Indigenous	4	3.6
Asian or Asian American	1	0.9
Black, African American, or African	6	5.4
Hispanic/Latina/e/o	64	57.7
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	2	1.8
White	32	28.8
Multiple Races	2	1.8
Unknown	0	0.0
Total:	111	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	19	17.1
Veteran Status	7	6.3
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	8	7.2

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

RANCHO CUCAMONGA

Demographic Information	n=64	
	Number	Percent
Age:		
18-24	3	4.7
25-34	12	18.8
35-44	20	31.3
45-54	10	15.6
55-64	14	21.9
65+	5	7.8
Total:	64	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	11	17.2
Chronically Homeless	25	39.1
Developmental Disability	4	6.3
Foster Care (ever been)	6	9.4
Gender:		
Woman (Girl if child)	12	18.8
Man (Boy if child)	52	81.2
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	64	100
Homeless for First Time During Past 12 Months	18	28.1
HIV/AIDS	1	1.6
Incarcerated During the Last 12 Months	17	26.6

Total Number of Unsheltered Adults: 113
Of the 113 adults counted, volunteers were able to administer 64 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	36	56.3
\$1–\$250	9	14.1
\$251–\$5000	4	6.3
\$501–\$1,000	5	7.8
More Than \$1,000	9	14.1
Unknown	1	1.6
Total:	64	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	11	17.2
Physical Disability That Seriously Limits Ability to Live Independently	16	25.0
Race:		
American Indian, Alaska Native, or Indigenous	1	1.6
Asian or Asian American	1	1.6
Black, African American, or African	13	20.3
Hispanic/Latina/e/o	17	26.6
Middle Eastern or North African	1	1.6
Native Hawaiian or Pacific Islander	1	1.6
White	26	40.6
Multiple Races	3	4.7
Unknown	1	1.6
Total:	64	100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	10	15.6
Veteran Status	3	4.7
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	7	10.9

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=47	
	Number	Percent
Age:		
18-24	1	2.1
25-34	8	17.0
35-44	16	34.0
45-54	10	21.3
55-64	7	14.9
65+	5	10.6
Total:	47	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	9	19.1
Chronically Homeless	23	48.9
Developmental Disability	3	6.4
Foster Care (ever been)	9	19.1
Gender:		
Woman (Girl if child)	12	25.5
Man (Boy if child)	35	74.5
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	47	100
Homeless for First Time During Past 12 Months	12	25.5
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	12	25.5

Total Number of Unsheltered Adults: 100
Of the 100 adults counted, volunteers were able to administer 47 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	31	66.0
\$1–\$250	6	12.8
\$251–\$5000	4	8.5
\$501–\$1,000	2	4.3
More Than \$1,000	4	8.5
Unknown	0	0.0
Total:	47	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	8	17.0
Physical Disability That Seriously Limits Ability to Live Independently	8	17.0
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	5	10.6
Hispanic/Latina/e/o	14	29.8
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	2	4.3
White	25	53.2
Multiple Races	0	0.0
Unknown	1	2.1
Total:	47	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	14	29.8
Veteran Status	2	4.3
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=29	
	Number	Percent
Age:		
18-24	2	6.9
25-34	7	24.1
35-44	5	17.2
45-54	6	20.7
55-64	7	24.1
65+	2	6.9
Total:	29	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	3	10.3
Chronically Homeless	8	27.6
Developmental Disability	2	6.9
Foster Care (ever been)	2	6.9
Gender:		
Woman (Girl if child)	9	31.0
Man (Boy if child)	20	69.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	29	100
Homeless for First Time During Past 12 Months	11	37.9
HIV/AIDS	1	3.4
Incarcerated During the Last 12 Months	6	20.7

Total Number of Unsheltered Adults: 52
Of the 53 adults counted, volunteers were able to administer 29 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	22	75.9
\$1–\$250	3	10.3
\$251–\$5000	1	3.4
\$501–\$1,000	1	3.4
More Than \$1,000	2	6.9
Unknown	0	0.0
Total:	29	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	5	17.2
Physical Disability That Seriously Limits Ability to Live Independently	10	34.5
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	6	20.7
Hispanic/Latina/e/o	13	44.8
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	8	27.6
Multiple Races	1	3.4
Unknown	1	3.4
Total:	29	100*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	4	13.8
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	3	10.3

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

SAN BERNARDINO

Total Number of Unsheltered Adults: 979
Of the 979 adults counted, volunteers were able to administer 501 surveys.

Demographic Information	n=501	
	Number	Percent
Age:		
18-24	12	2.4
25-34	93	18.6
35-44	169	33.7
45-54	103	20.6
55-64	90	18.0
65+	34	6.8
Total:	501	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	86	17.2
Chronically Homeless	239	47.7
Developmental Disability	29	5.8
Foster Care (ever been)	70	14.0
Gender:		
Woman (Girl if child)	170	33.9
Man (Boy if child)	326	65.1
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	1	0.2
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	1	0.2
Unknown	3	0.6
Total:	501	100
Homeless for First Time During Past 12 Months	177	35.3
HIV/AIDS	14	2.8
Incarcerated During the Last 12 Months	86	17.2

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	347	69.3
\$1–\$250	43	8.6
\$251–\$5000	42	8.4
\$501–\$1,000	28	5.6
More Than \$1,000	36	7.1
Unknown	5	1.0
Total:	501	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	124	24.8
Physical Disability That Seriously Limits Ability to Live Independently	112	22.4
Race:		
American Indian, Alaska Native, or Indigenous	14	2.8
Asian or Asian American	3	0.6
Black, African American, or African	135	26.9
Hispanic/Latina/e/o	205	40.9
Middle Eastern or North African	2	0.4
Native Hawaiian or Pacific Islander	5	1.0
White	119	23.8
Multiple Races	11	2.2
Unknown	7	1.4
Total:	501	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	191	38.1
Veteran Status	23	4.6
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	52	10.4

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

TWENTYNINE PALMS

Demographic Information	n=14	
	Number	Percent
Age:		
18-24	0	0.0
25-34	4	28.6
35-44	0	0.0
45-54	3	21.4
55-64	4	28.6
65+	3	21.4
Total:	14	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	7	50.0
Chronically Homeless	7	50.0
Developmental Disability	1	7.1
Foster Care (ever been)	4	28.6
Gender:		
Woman (Girl if child)	6	42.9
Man (Boy if child)	8	57.1
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	14	100
Homeless for First Time During Past 12 Months	6	42.9
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	2	14.3

Total Number of Unsheltered Adults: 19
Of the 19 adults counted, volunteers were able to administer 14 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	6	42.9
\$1–\$250	2	14.3
\$251–\$5000	0	0.0
\$501–\$1,000	3	21.4
More Than \$1,000	3	21.4
Unknown	0	0.0
Total:	14	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	5	35.7
Physical Disability That Seriously Limits Ability to Live Independently	5	35.7
Race:		
American Indian, Alaska Native, or Indigenous	1	7.1
Asian or Asian American	0	0.0
Black, African American, or African	4	28.6
Hispanic/Latina/e/o	2	14.3
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	6	42.9
Multiple Races	0	0.0
Unknown	1	7.1
Total:	14	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	1	7.1
Veteran Status	0	0.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	3	21.4

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=23	
	Number	Percent
Age:		
18-24	0	0.0
25-34	5	21.7
35-44	6	26.1
45-54	2	8.7
55-64	9	39.1
65+	1	4.3
Total:	23	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	6	26.1
Chronically Homeless	6	26.1
Developmental Disability	1	4.3
Foster Care (ever been)	4	17.4
Gender:		
Woman (Girl if child)	6	26.1
Man (Boy if child)	17	73.9
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	23	100
Homeless for First Time During Past 12 Months	8	34.8
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	8	34.8

Total Number of Unsheltered Adults: 33
Of the 33 adults counted, volunteers were able to administer 23 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	4	17.4
\$1–\$250	5	21.7
\$251–\$5000	5	21.7
\$501–\$1,000	4	17.4
More Than \$1,000	5	21.7
Unknown	0	0.0
Total:	23	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	2	8.7
Physical Disability That Seriously Limits Ability to Live Independently	6	26.1
Race:		
American Indian, Alaska Native, or Indigenous	1	4.3
Asian or Asian American	0	0.0
Black, African American, or African	6	26.1
Hispanic/Latina/e/o	6	26.1
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	10	43.5
Multiple Races	0	0.0
Unknown	0	0.0
Total:	23	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	4	17.4
Veteran Status	3	13.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	2	8.7

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=8	
	Number	Percent
Age:		
18-24	0	0.0
25-34	0	0.0
35-44	4	50.0
45-54	2	25.0
55-64	1	12.5
65+	1	12.5
Total:	8	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	4	50.0
Chronically Homeless	2	25.0
Developmental Disability	1	12.5
Foster Care (ever been)	2	25.5
Gender:		
Woman (Girl if child)	4	50.0
Man (Boy if child)	4	50.0
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	8	100
Homeless for First Time During Past 12 Months	5	62.5
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	2	25.0

Total Number of Unsheltered Adults: 10
Of the 10 adults counted, volunteers were able to administer 8 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	2	25.0
\$1–\$250	0	0.0
\$251–\$5000	1	12.5
\$501–\$1,000	4	50.0
More Than \$1,000	1	12.5
Unknown	0	0.0
Total:	8	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	3	37.5
Physical Disability That Seriously Limits Ability to Live Independently	3	37.5
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	0	0.0
Hispanic/Latina/e/o	1	12.5
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	7	87.5
Multiple Races	0	0.0
Unknown	0	0.0
Total:	8	100
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	2	25.0
Veteran Status	2	25.0
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)		

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=92	
	Number	Percent
Age:		
18-24	4	4.3
25-34	17	18.5
35-44	21	22.8
45-54	33	35.9
55-64	15	16.3
65+	2	2.2
Total:	92	100*
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	10	10.9
Chronically Homeless	35	38.0
Developmental Disability	0	0.0
Foster Care (ever been)	19	20.7
Gender:		
Woman (Girl if child)	24	26.1
Man (Boy if child)	68	73.9
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	0	0.0
Total:	92	100
Homeless for First Time During Past 12 Months	38	41.3
HIV/AIDS	2	2.2
Incarcerated During the Last 12 Months	22	23.9

Total Number of Unsheltered Adults: 141
Of the 141 adults counted, volunteers were able to administer 92 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	60	65.2
\$1–\$250	12	13.0
\$251–\$5000	3	3.3
\$501–\$1,000	4	4.3
More Than \$1,000	12	13.0
Unknown	1	1.1
Total:	92	100*
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	23	25.0
Physical Disability That Seriously Limits Ability to Live Independently	21	22.8
Race:		
American Indian, Alaska Native, or Indigenous	1	1.1
Asian or Asian American	0	0.0
Black, African American, or African	23	25.0
Hispanic/Latina/e/o	23	25.0
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	1	1.1
White	40	43.5
Multiple Races	1	1.1
Unknown	3	3.3
Total:	92	100.1*
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	19	20.7
Veteran Status	7	7.6
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	5	5.4

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

Demographic Information	n=8	
	Number	Percent
Age:		
18-24	0	0.0
25-34	1	12.5
35-44	1	12.5
45-54	1	12.5
55-64	4	50.0
65+	1	12.5
Total:	8	100
Chronic Health Condition That Is Life-Threatening, Such as Heart, Lung, Liver, Kidney, or Cancerous Disease	1	12.5
Chronically Homeless	2	25.0
Developmental Disability	0	0.0
Foster Care (ever been)	2	25.0
Gender:		
Woman (Girl if child)	2	25.0
Man (Boy if child)	5	62.5
Culturally Specific Identity (e.g., Two-Spirit)	0	0.0
Transgender	0	0.0
Non-Binary	0	0.0
Questioning	0	0.0
Different Identity	0	0.0
More Than One Gender	0	0.0
Unknown	1	12.5
Total:	8	100
Homeless for First Time During Past 12 Months	4	50.0
HIV/AIDS	0	0.0
Incarcerated During the Last 12 Months	1	12.5

Total Number of Unsheltered Adults: 14
Of the 14 adults counted, volunteers were able to administer 8 surveys.

Demographic Information		
	Number	Percent
Income:		
No Monthly Income	0	0.0
\$1–\$250	1	12.5
\$251–\$5000	3	37.5
\$501–\$1,000	0	0.0
More Than \$1,000	1	12.5
Unknown	3	37.5
Total:	8	100
Mental Health Disability or Disorder That Seriously Limits Ability to Live Independently	2	25.0
Physical Disability That Seriously Limits Ability to Live Independently	1	12.5
Race:		
American Indian, Alaska Native, or Indigenous	0	0.0
Asian or Asian American	0	0.0
Black, African American, or African	0	0.0
Hispanic/Latina/e/o	2	25.0
Middle Eastern or North African	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	5	62.5
Multiple Races	1	12.5
Unknown	0	0.0
Total:	8	100.1
Substance Use Problem Disability or Disorder That Seriously Limits Ability to Live Independently	1	12.5
Veteran Status	1	12.5
Victim of Domestic Violence* (*Includes Experiencing Homelessness Due to Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking)	0	0.0

*Percentage totals for Age, Gender, Income, and Race may sum slightly more or less than 100% due to rounding.

San Bernardino 2023 Unsheltered Count Survey

1. Where did you sleep last night?
 - If in a vehicle, what type of vehicle?
 - Would you describe yourself as homeless?
 - How many persons including yourself slept overnight in the same vehicle?
2. What is the first initial of your first name?
3. What is the first initial of your last name?
4. What is your gender?
5. How old are you?
6. What is your race/ethnicity?
7. In what state were you born?
 - If the person was born outside of the United States, select “Outside of the U.S” and note what country.
8. In what city/community did you first become homeless?

Note: questions 10 – 12 were asked to determine if the person was chronically homeless according to HUD’s definition.

9. Did you become homeless for the first time during the past 12 months?
10. Have you been living in a shelter and/or on the streets, in abandoned buildings, or in a vehicle for the past year or more?
11. Have you been living in a shelter and/or on the streets, in abandoned buildings, or in a vehicle at least four (4) separate times during the last three (3) years including now?
12. Was the combined length of time 12 months or more?
13. Have you served in the United States Armed Forces?
 - If no, were you ever called into active duty as a member of the National Guard or as a Reservist?
14. Do you have any of the following disabilities or disorders that make it difficult for you or seriously limits your ability to live independently?

- Long-lasting physical disability;
- Long-lasting developmental disability;
- Serious mental illness or emotional impairment; or
- Substance use disorder.

15. Have you been diagnosed with AIDS or have tested positive for HIV?
16. Has a doctor or other medical professional ever told you that you have a chronic health condition that is life-threatening such as heart, lung, liver, kidney or cancerous disease?
17. Are you currently experiencing homelessness because you are fleeing domestic violence, dating violence, sexual assault or stalking?
18. Have you been incarcerated during the last 12 months?
 - Were you released on parole or probation?
19. How much is your monthly income?
 - No income;
 - \$1 to \$250;
 - \$251 to \$500;
 - \$501 to \$1,000; or More than \$1,000.
20. Have you ever been in foster care?
21. Do you have any children living with you?
 - How many are under age 18?
 - What is the child’s gender?
 - Is the child Hispanic, Latino, or Latina?
 - What is the child’s race?
 - What is the child’s age?
 - Is the child enrolled in school?
22. Do you have a spouse or partner who is also homeless and living with you?
 - If yes, administer the survey to spouse or partner.
23. Would you like to provide a phone number so a team member can contact and locate you to provide assistance and services for your need(s)?
24. Would you like to provide an email address so a team member can contact and locate you to provide assistance and services for your need(s)?



560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0044
Phone: 909.501.0600
Email: HomelessRFP@hss.sbcounty.gov
TTY: 771

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: September 10, 2025

Meeting Date: September 16, 2025

Subject: Community Center Sports Field Turf Update

Recommendation:

That the Town Council receive and file the update on the Community Center sports fields turf conditions and future maintenance plan.

Prior Review:

There has been no prior review of this matter.

Discussion:

In April, the Community Center sports fields were reseeded with new turf, to support healthy growth and prevent weeds, the Parks Department applied the pre-emergent herbicide Spectacle in June, under the guidance of the Town's turf supplier.

Following the application, portions of the turf sustained chemical burn, resulting in turf loss in several areas. Upon review, Town turf supplier determined that a misunderstanding had occurred regarding turf type. Unlike most Town fields, which are Bermuda grass, the Community Center fields are seeded with Rye, which is more sensitive.

The Town turf supplier has acknowledged the error and committed to providing the Town with a significant discount on seed, top dressing, and fertilizer during the next reseeding cycle.

Due to ongoing programming on the soccer and softball fields, full reseeding cannot take place until Spring 2026. In the interim, Parks staff have applied spot treatments with fertilizer, though these efforts have had limited impact.

Other town fields remain in generally good condition, with only isolated irrigation issues:

- Brehm II: The field experienced an irrigation outage for approximately two months due

to the ARC project. Turf health has since improved through supplemental watering and fertilization. In FY 2026–2027, Brehm II will undergo major renovation, including the removal of 18"–24" of existing soil, followed by fertilization and re-sodding.

- Essig Field: Several irrigation breaks previously impacted turf quality in the center of the field; however, the area has largely recovered.

While the Community Center fields experienced turf loss due to a chemical application error, mitigation efforts and supplier concessions will help reduce costs for the next reseeding cycle.

Brehm I and Tri-Valley Little League Fields continue to perform well, with no major issues reported. Routine maintenance efforts, including irrigation monitoring, fertilization, and spot treatment, will continue across other grass parks. Overall, turf conditions throughout Town fields remain stable and continue to recover from recent challenges.

Alternatives

No alternatives.

Fiscal Impact:

There is no direct fiscal impact at this time. Town turf supplier has agreed to provide a significant discount on seed, top dress, and fertilizer for next year's reseeding at the Community Center fields.

Attachments

None

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: September 11, 2025

Meeting Date: September 16, 2025

Subject: Public Safety Enhancements

Recommendation:

That the Town Council;

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

Prior Review:

The Town Council was introduced to this public safety enhancement project in May 2025 and requested additional details and site-specific information.

Discussion:

The FLOCK System became operational in October of 2022 and since that time, FLOCK System has proven to be the industry standard for LPRs and is a critical resource law enforcement and the public and has been used throughout San Bernardino County and adjoining counties. It is a foundational tool used by law enforcement across the county to solve crimes, locate missing and endangered persons, and alert law enforcement of wanted individuals and/or crime-related vehicles. The power of the FLOCK System comes from the System's ability to provide law enforcement professionals with real-time notifications of vehicles used in high-priority crimes passing by fixed locations. The FLOCK System database has repeatedly proven to be a valuable and indispensable tool for public safety.

The FLOCK Safety camera system (FLOCK System) is a License Plate Recognition (LPR) system that gathers objective details about vehicles such as vehicle make, model, color, time of day,

and direction of travel. The System does not gather Personally Identifiable Information (PII). Access to the FLOCK System records is restricted to and managed by the San Bernardino County Sheriff Department. Access to System records is based on investigative needs and must comply with Departmental policy.

The Sheriff's Department is recommending a phased implementation of the FLOCK System within the Town. This Phase I implementation would consist of twenty (20) total cameras, spanning over five (5) intersections along Twentynine Palms Highway (SR-62) within the Town of Yucca Valley. The Sheriff's Department believes the vehicles involved in the Town's most active crimes commonly drive through this corridor.

The proposed statement of work and identified costs are attached for the Town Council's review. Fine tuning and minor modifications of the system may occur after the authorization and approval of the program to ensure consistency with coverage needs, cost reduction, permitting strategies, and similar impacts. If proven successful, the concept can be extended to other areas of the Town depending on need and benefit.

Alternatives

Council can elect to decline participation in the program.

Fiscal Impact:

If selected and awarded, funding for the Flock Camera System would be provided through the Town's special revenue public safety funds. The Town's annual COPS LLESA Safety Grant allocation averages \$180,000-\$190,000 per year with sufficient funding to accommodate the proposed contract costs.

Attachments

1. Town of Yucca Statement of Work (SOW) 2.0 -__
2. CA - Town of Yucca Valley - Law Enforcement Agreement -__

Flock Safety Professional Services

Implementation Services

Statement of Work For Town Of Yucca Valley - LPR - Phase 1

Effective Date: Aug 18, 2025

Revision: 1.0

Drafted by: Nathan Bott

1. Introduction

This Statement of Work ("SOW") is between the **Town of Yucca Valley** ("Customer") and **Flock Group Inc** ("Flock Safety"). This Statement of Work is governed by the Master Service Agreement with Flock Safety and Customer. This SOW defines the scope of the services that Flock Safety will provide to the Customer. This Statement of Work provides definitions and mutual understanding of the work to be completed.

2. Project Summary

Flock will install and maintain ALPRs along the roadways of the state of California for use by the TOWN OF YUCCA VALLEY.

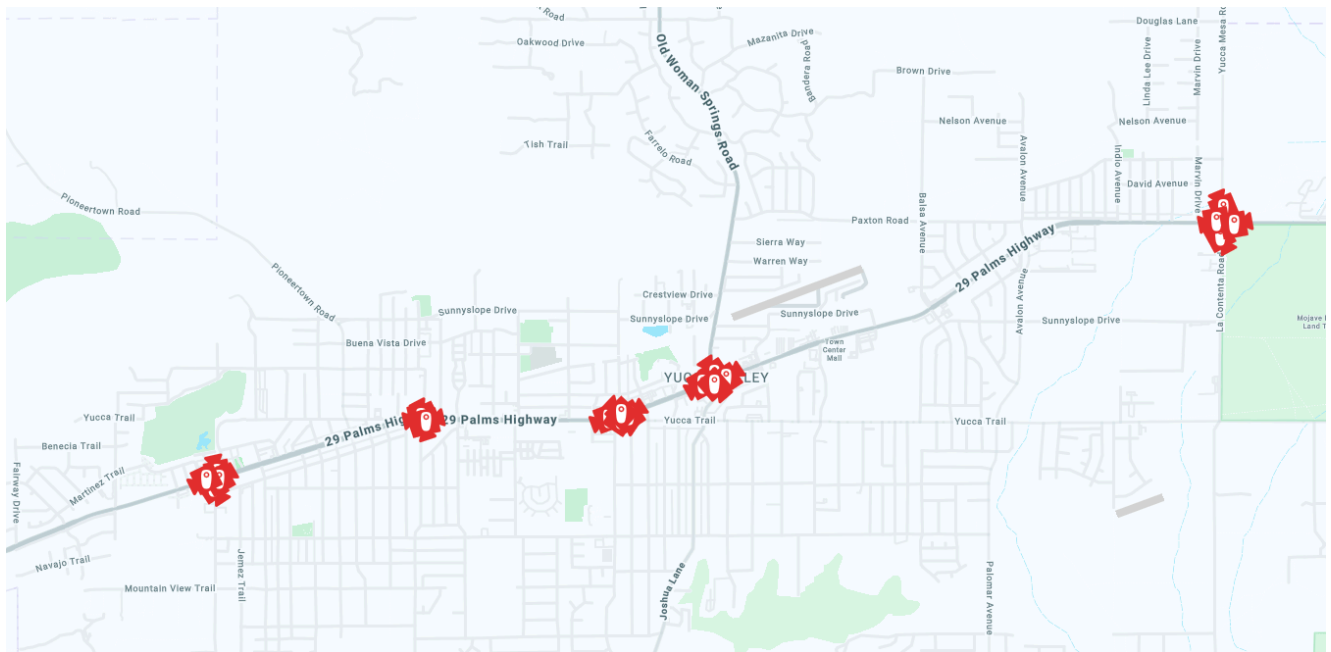
License Plate Reader (LPR)

- Installation of (20) **standard LPR cameras** to be installed on the following infrastructure:
 - (4) Existing traffic signal poles
 - (4) Flock provided 12 ft. breakaway poles
 - (2) Flock provided X2 Redi Torque w/Soil Plate
 - (10) Flock provided X2 Redi Torque w/ Concrete Foundation
 - (20) 65W Solar Panels

- Permitting for the cameras will be
 - (2) City of Yucca Valley
 - F#005, F#033
 - (1) Town of Yucca Valley ROW
 - F#014
 - (1) City of Joshua Tree
 - F#032
 - (13) Caltrans District 8 ROW
 - F#007, F#008, F#0013, F#015, F#016, F#017, F#019, F#020, F#021, F#022, F#023, F#024, F#034
 - (2) Caltrans District 8
 - F#018, F#035
 - (1) Southland Corporation, Private Property
 - F#006

Hardware Deployment Checklist

The locations for the cameras can be referenced at the link [CA - Town of Yucca Valley](#)



3. Description of Services

The following services will be provided as part of this Statement of Work. Any Services not described herein will require a Project Change Request (PCR).

Planning

In partnership with Flock and TOWN OF YUCCA VALLEY, preliminary locations have been identified across Yucca Valley where using an ALPR would be beneficial. Location identification can be a continuous process throughout the project due to factors such as: 1) Change of focus area; 2) Sites being under construction; 3) Redlines while permitting; 4) Failed underground surveys; or 5) Sites are being identified as lacking the required needs for a successful installation.

Permitting

Locations that are identified as needing permits will go through the required processes. Permits will be submitted to the local permitting district, and any supplemental documents will be provided. Flock will remain in close contact with local permitting districts to help expedite permit issuances.

Site Surveys

Once Flock and TOWN OF YUCCA VALLEY have permit issuance and before installation can begin, Flock technicians will visit the proposed locations to visually inspect the area above ground, looking for any obstructions and verifying solar availability. Flock technicians will also mark by painting a circle and straight line to the street indicating "Flock Safety" with water-soluble paint and placing a utility marking flag in the center of the circle for utility companies to mark the work area around our proposed installation spot. If it is identified that the location will not work during the visual inspection, an alternate location will be provided and sent back to be agreed on. Once the alternate location is agreed upon, a permit amendment will be completed (if required), and the site survey/installation process will begin again.

Installing

After the Site Survey, Flock technicians will return to the location, verify markings have been completed by the responding utility companies, and confirm that the proposed location is precise to dig. If it is identified the markings have not been completed, Flock technicians will return at a later date. If it is identified that the markings obstruct where we were planning to dig, a new location will either be determined on-site or virtually if none are identified on-site. Once the alternate location is agreed upon, a permit amendment will be completed (if required), and the site survey/installation process will begin again. If it is determined that Flock and TOWN OF YUCCA VALLEY are clear to dig and begin the installation, Flock technicians will start to dig and complete the installation until all parts are up and functioning correctly. If any other outlier issues do

occur, Flock technicians will try to rectify the problem the same day or will return in a timely manner to ensure proper function.

Maintenance

Flock will monitor the function of ALPRs and will respond to alarms as needed in a timely manner. Flock technicians will conduct various maintenance work types, from camera angle correction to camera swap to a battery swap as required.

Dedicated Flock Team Members

- Flock Safety will provide a Project Manager for engagement that will be responsible for the following tasks:
 - Flock Safety will assign a Project Manager to coordinate all aspects of permitting and install for hardware products
 - Duration: 3-12+ months
- Flock Safety will provide a Customer Success Manager (CSM). The CSM will be the Customer's long-term strategic partner. CSM will help with account setup, training, and provide direction on how to best leverage your Flock Safety system post-installation.
 - Duration: Length of Contract
- Flock Safety's support team will be available to the Customer Monday through Friday 8am-8pm EST.
 - Phone: 1-(866) 901-1781
 - Email: support@flocksafety.com
 - Duration: Length of Contract

Kick-Off Meeting

- Flock Safety will coordinate bi-weekly calls beginning with a kickoff meeting with Customer and Flock Safety stakeholders to review a Project Plan for a successful deployment of Flock products. The meeting will cover:

Flock Safety Hardware

- Best practices for rollout
- Review of go-live checklist
- Training schedule
- Training expectations
- Questions/concerns
- Gunshot detection fine tuning

4. Project Conditions and Assumptions

- **Out of Scope**
 - Physical installation of any product not supplied by Flock.
 - Network configurations outside of Flock standards.
 - Delayed installation as a result of permitting or external factors not within Flock's control
- Any changes or additions to this SOW will require a PCR (Project Change Request)
- Project Timeline is dependent upon the information supplied by the Customer. All information that is asked by Flock Safety, is required to be completed prior to Flock Employee onsite.

5. Implementation Timeline

Hardware Timeline

Permitting timelines can vary significantly depending on the type of installation, the specific requirements of the local jurisdiction, and the review timelines involved. When multiple authorities have jurisdiction, the process may take longer. In particular, installations involving attachments to utility poles often extend the approval period by an additional 3 to 6 months. When customer signatures are required on permitting documents, prompt return of these documents to Flock Safety can help expedite the overall permitting process. Once permits are issued, Flock Hardware is typically installed within 5 weeks.

In certain jurisdictions, there are SLA's >1 year (i.e. DOT). This will depend on permit issuance durations which are the primary variable to increase in timeline. Installations that do not require permitting or private property will decrease required time significantly.

If any hardware devices cannot be installed due to delays in obtaining private property access beyond 90 days, the customer must choose either to:

1. Schedule a working session with a Flock Solution Deployment Engineer to identify new, near-term feasible locations
2. Receive Flock Flex Cameras as substitutes for the uninstalled devices.

Estimated Customer Project Timeline

Expected Timeline for Hardware Install: **~ 5 weeks (after all permits are issued)**

6. Acknowledgement and Approvals

Upon completion of this SOW, no additional services are due to the Customer under this SOW.

The parties, through their authorized representatives signed below, hereby agree to the terms of this Statement of Work as of the Effective Date.

Flock Safety	
Name	
Title	
Signature	
Date	

Customer	
Name	
Title	
Signature	
Date	

Flock Safety + CA - Town of Yucca Valley

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kelly Bluth
kelly.bluth@flocksafety.com
(702) 401-1735



EXHIBIT A
ORDER FORM

Customer: CA - Town of Yucca Valley
Legal Entity Name: CA - Town of Yucca Valley
Accounts Payable Email: ahuff@sbcscd.org
Address: 57098 29 Palms Hwy Yucca Valley, California
92284

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$66,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	4	Included
Flock Safety LPR, fka Falcon	Included	12	Included
Flock Safety LPR, fka Falcon	Included	4	Included
Flock Safety Platform Add Ons			

Extended data retention (Up to 1 Year)

Included 20 Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Advanced Implementation Fee	\$1,900.00	12	\$22,800.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Subtotal Year 1:			\$92,000.00
Annual Recurring Subtotal:			\$66,000.00
Estimated Tax:			\$0.00
Contract Total:			\$158,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$92,000.00
Annual Recurring after Year 1	\$66,000.00
Contract Total	\$158,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Town of Yucca Valley

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: September 9, 2025

Meeting Date: September 16, 2025

Subject: Town-wide Landscape Beautification Program

Recommendation:

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

Prior Review:

The Town Council has had no prior review of this item.

Discussion:

Town staff will provide a presentation of a recent assessment of various project locations for landscape beautification along the Town's main corridors of Twentynine Palms Highway (SR 62) and Old Woman Springs Road (SR 247).

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

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

At this time, the conceptual plans are provided solely for review and discussion purposes. The attached plans have previously been presented to the Town Council. They are not final designs and remain subject to refinement based on Council input. Revised plans will be presented to the Town Council at the Council meeting.

Staff is seeking direction regarding the proposed project location priorities, design elements, and priorities to guide the development of more detailed plans and cost evaluations.

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

Alternatives

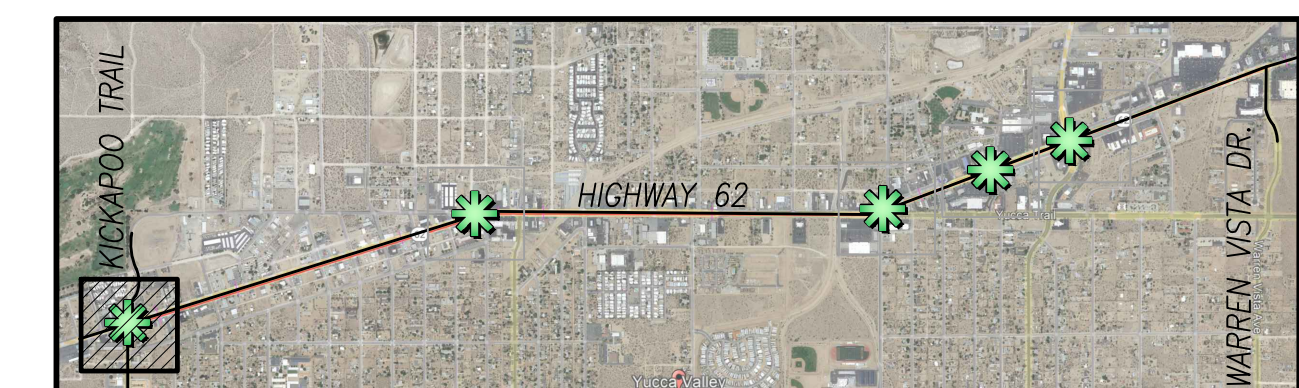
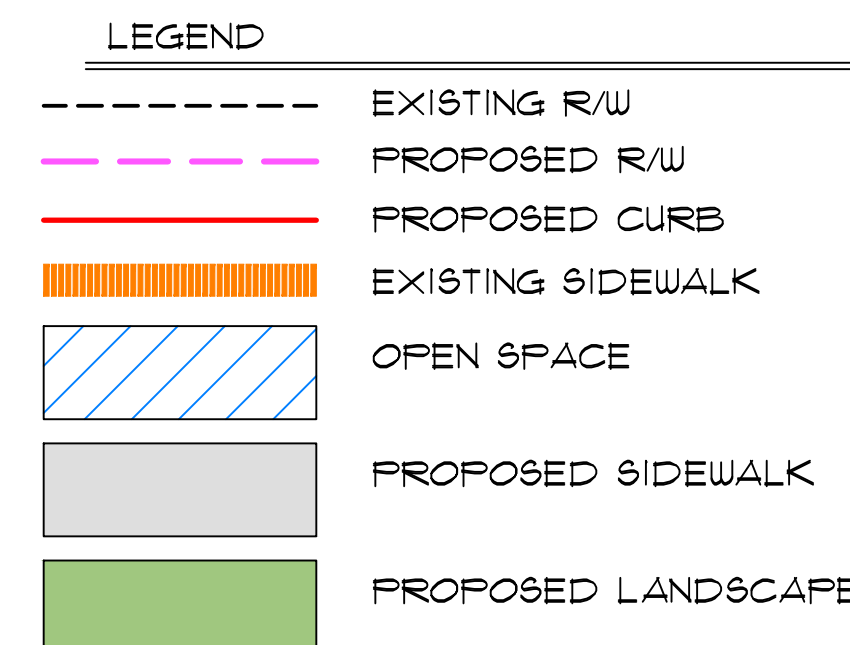
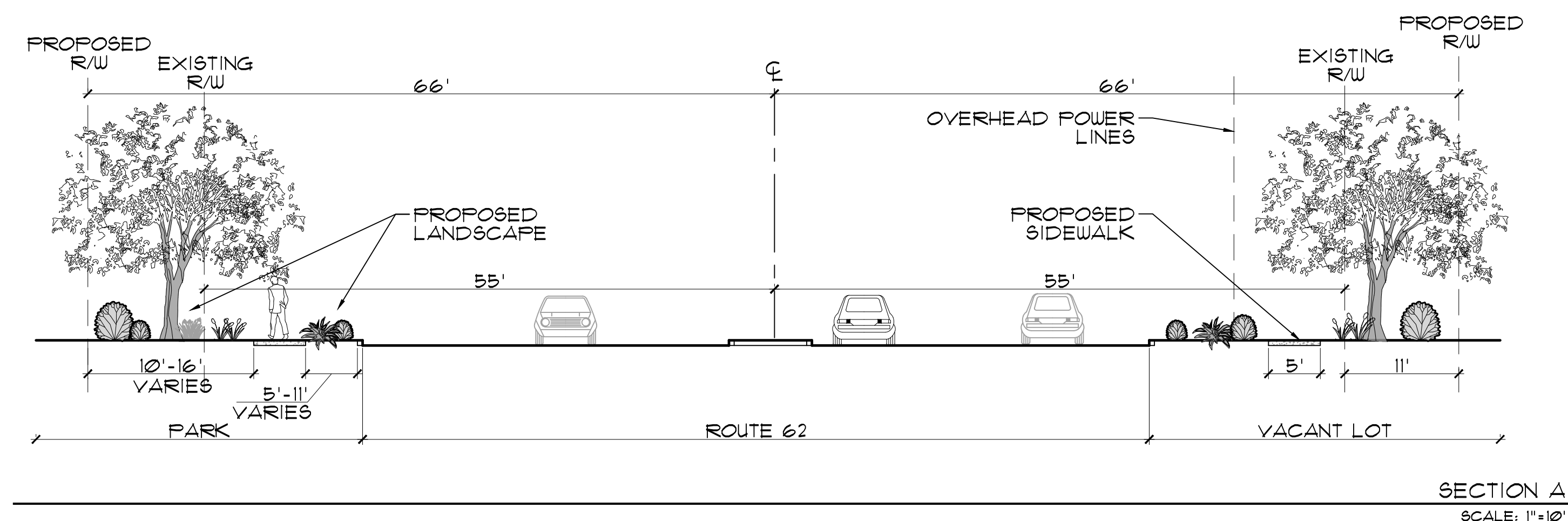
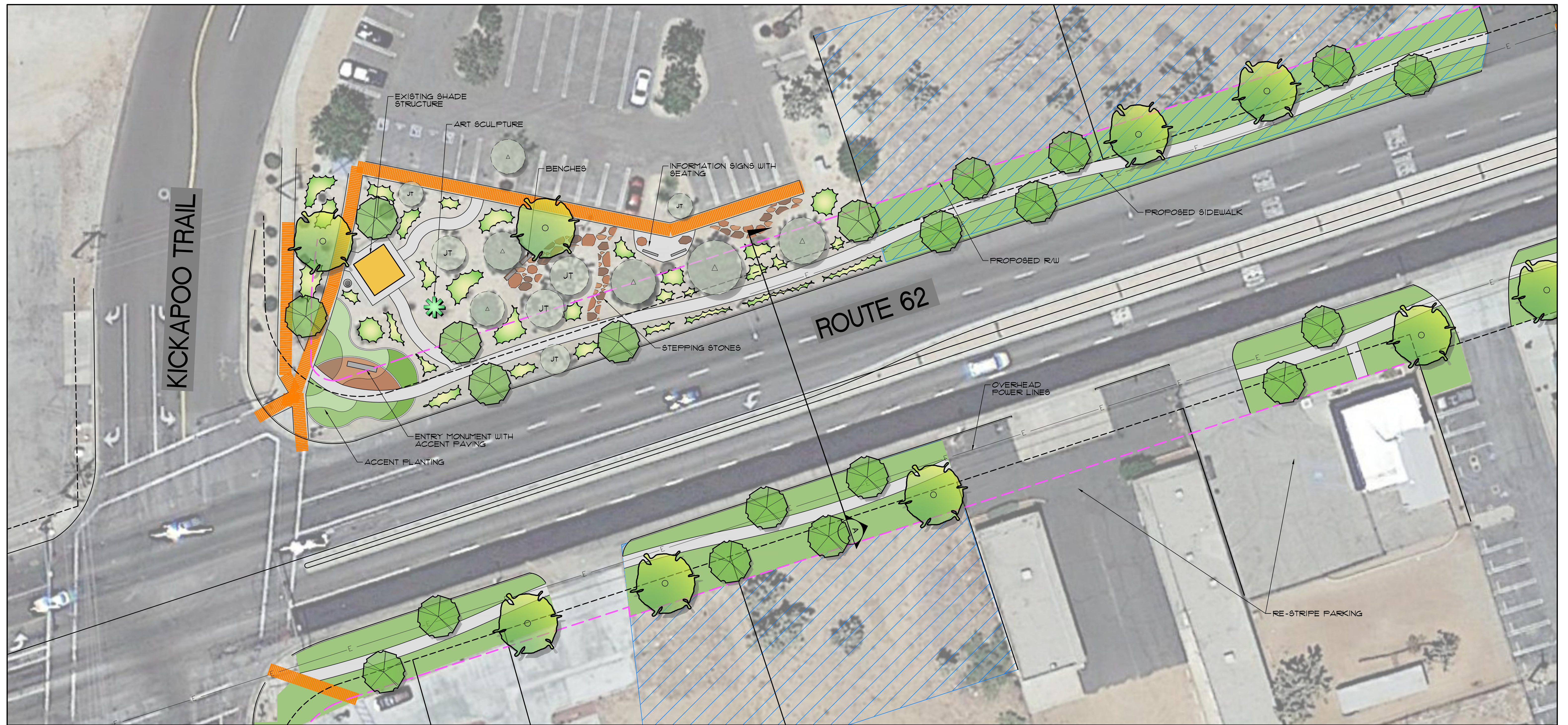
Staff recommends no alternative actions.

Fiscal Impact:

Funding for the actions and initiatives are accommodated by the Town's General or Special Revenue Funds depending on the program and initiative. Significant programs may require additional funding allocation through future Town Council action.

Attachments

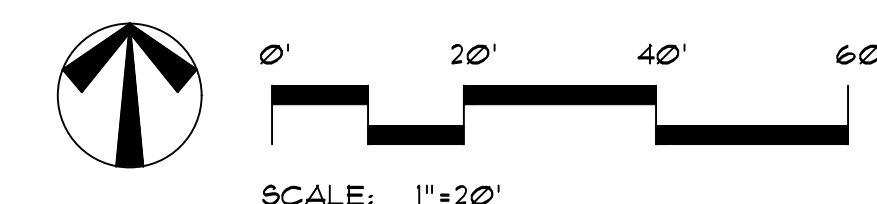
1. HDG-Yucca Valley-Concepts



SITE MAP N.T.S.

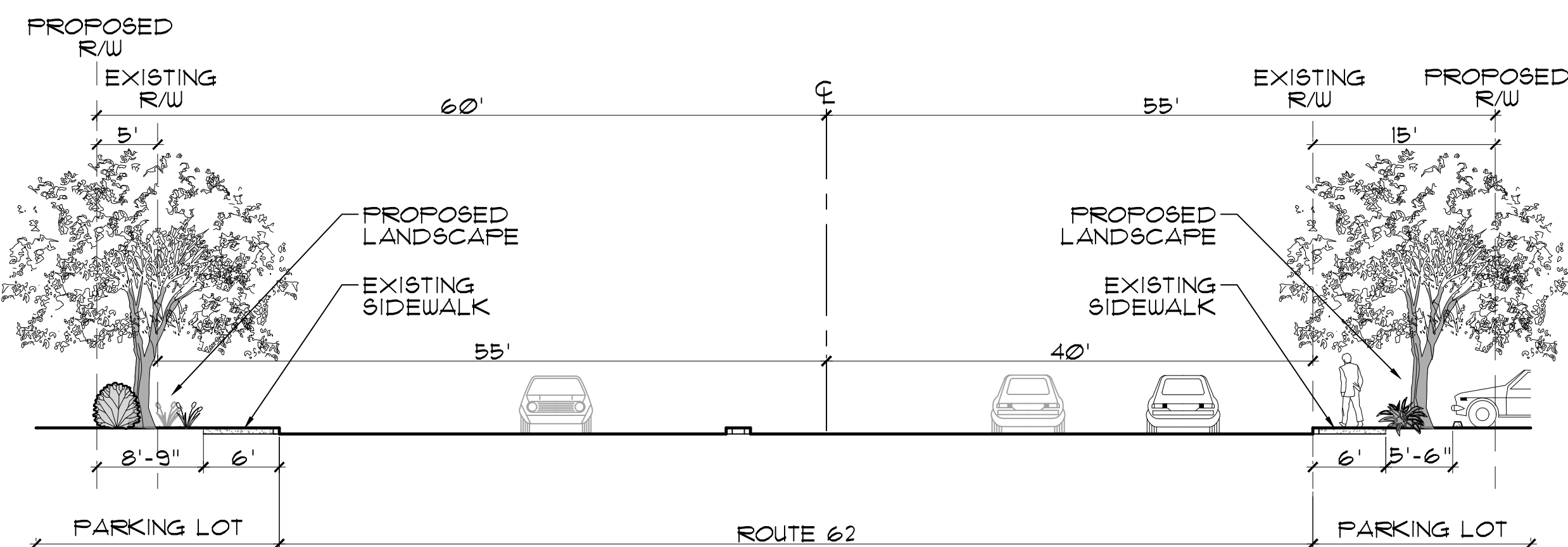
KICKAPOO TRAIL INTERSECTION

CITY OF YUCCA VALLEY, CA



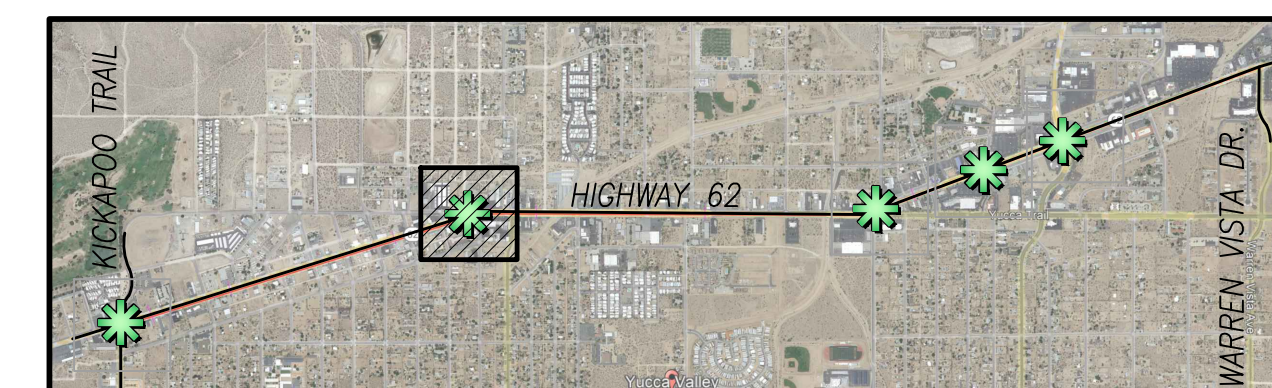
HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA 92211
LIC# 2754, EXP 04/30/24
PH. (760) 777-9131
FAX (760) 777-9132

11.3



SECTION B
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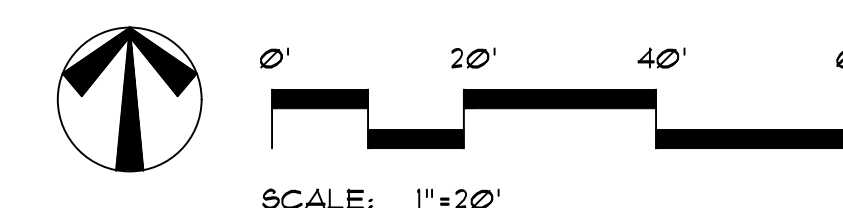
LEGEND	
	EXISTING R/W
	PROPOSED R/W
	PROPOSED CURB
	EXISTING SIDEWALK
	OPEN SPACE
	PROPOSED SIDEWALK
	PROPOSED LANDSCAPE



SITE MAP N.T.S.

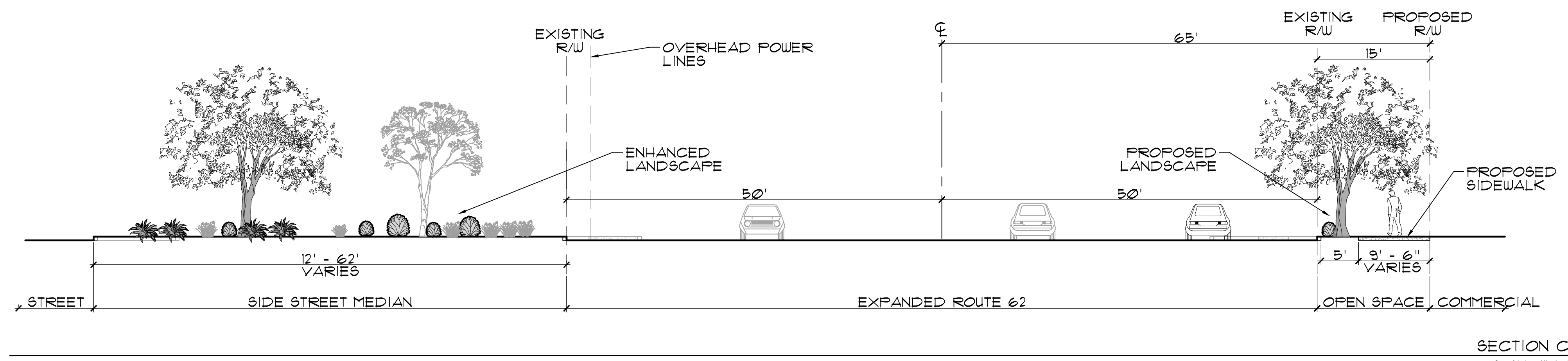
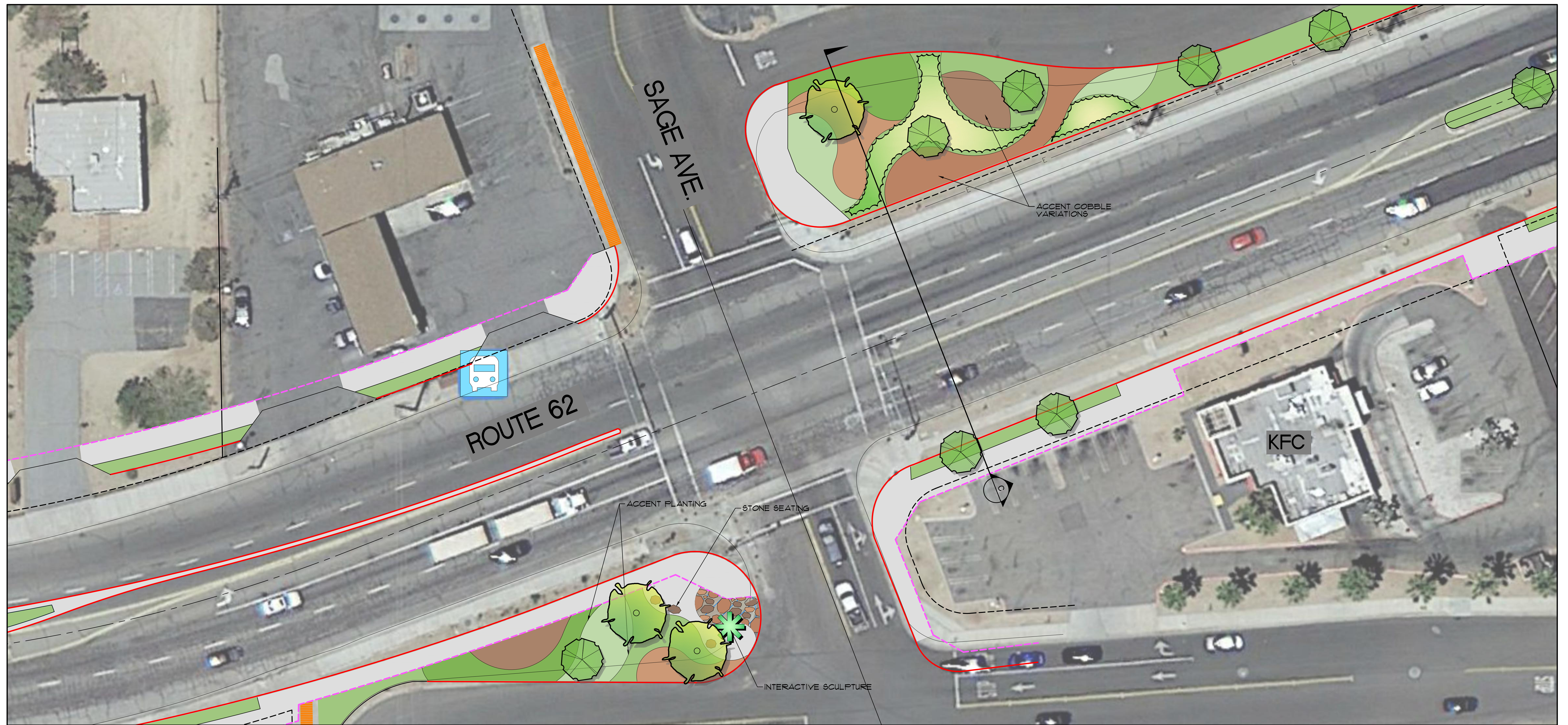
APACHE TRAIL INTERSECTION

CITY OF YUCCA VALLEY, CA



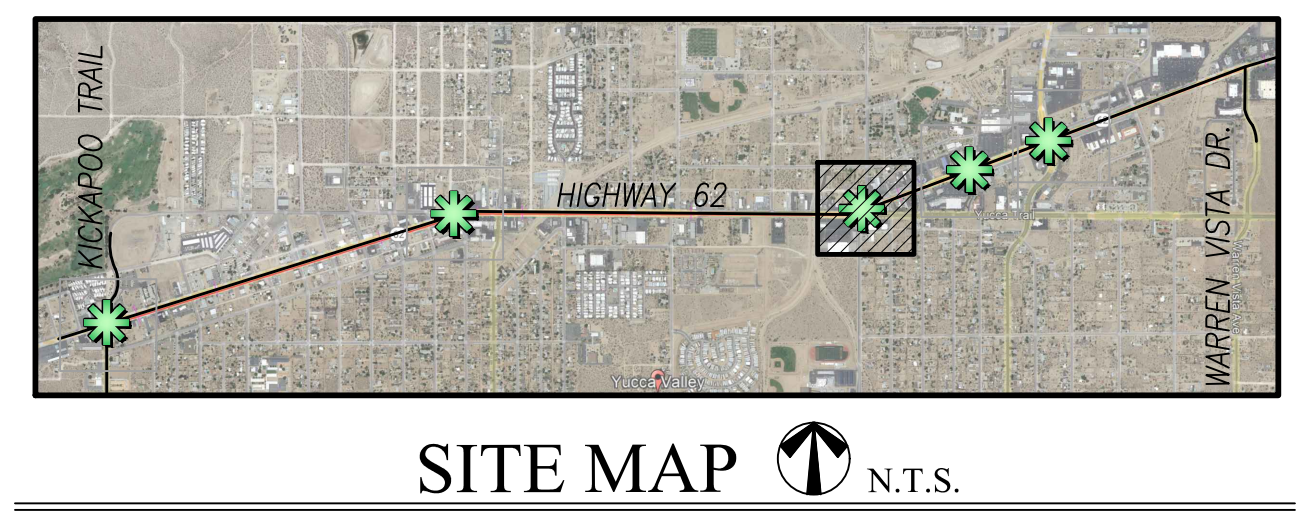
HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA 92211
LIC# 2754, EXP 04/30/24
PH. (760) 777-9131
FAX (760) 777-9132

L1.4



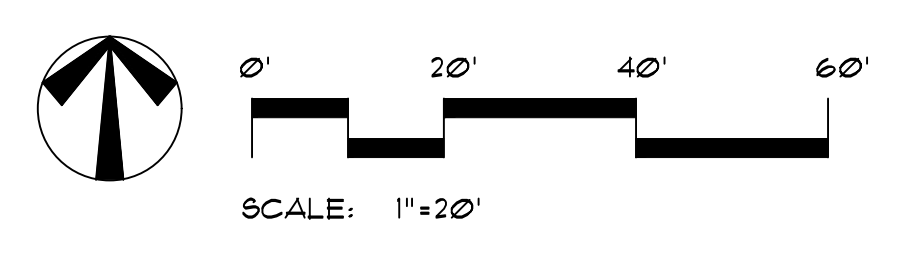
LEGEND

	EXISTING R/W
	PROPOSED R/W
	PROPOSED CURB
	EXISTING SIDEWALK
	OPEN SPACE
	PROPOSED SIDEWALK
	PROPOSED LANDSCAPE



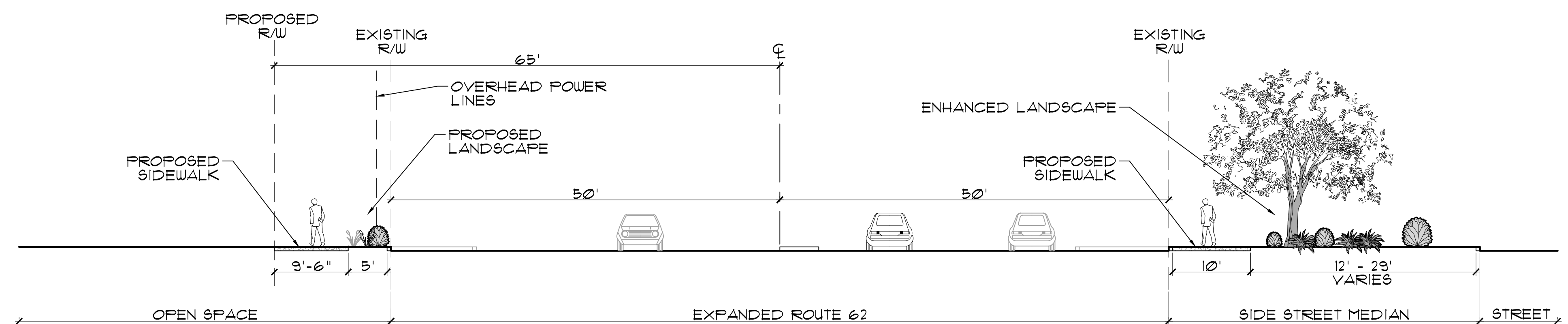
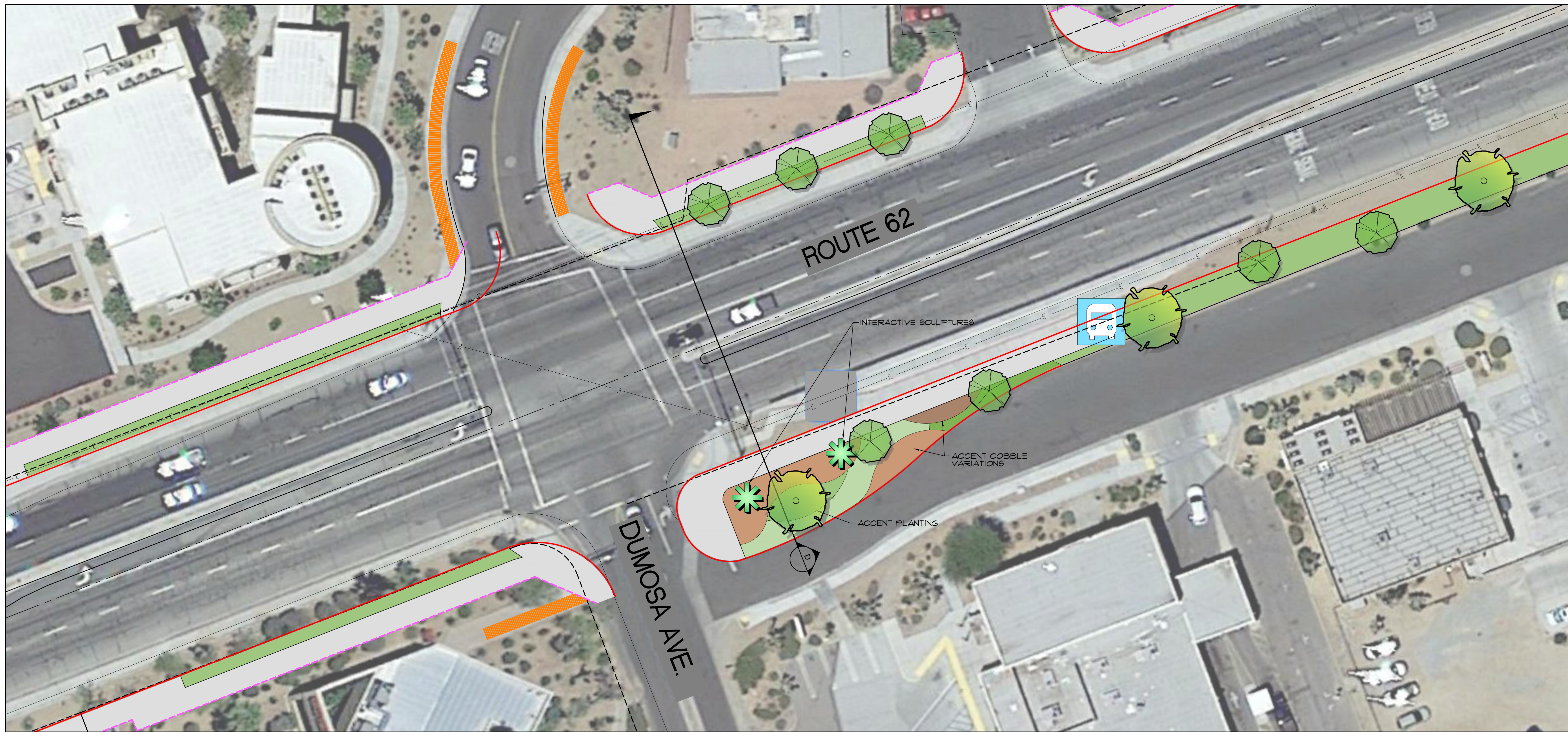
SAGE AVE. INTERSECTION

CITY OF YUCCA VALLEY, CA



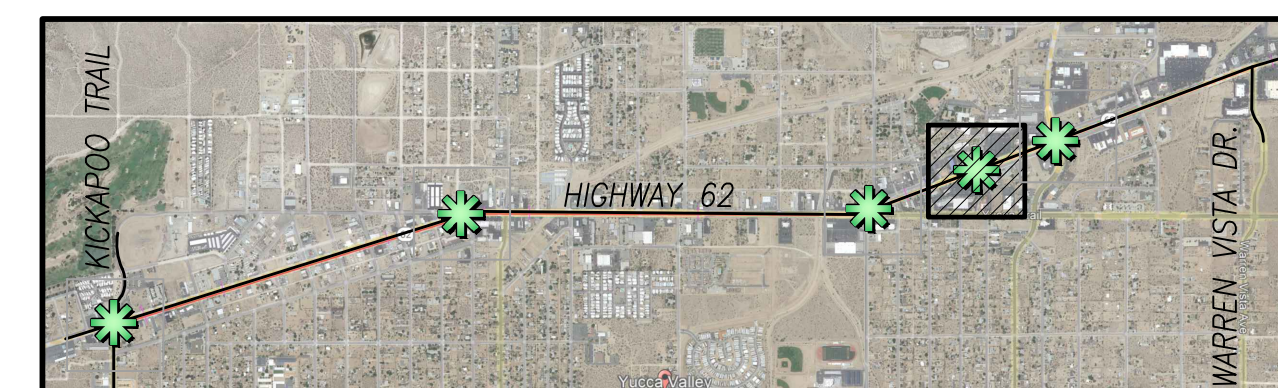
HERMANN DESIGN GROUP
 77-899 WOLF RD.
 SUITE 102
 PALM DESERT, CA 92211
 LIC# 2754, EXP 04/30/24
 PH. (760) 777-9131
 FAX (760) 777-9132

L1.5



SECTION D
SCALE: 1"=10'

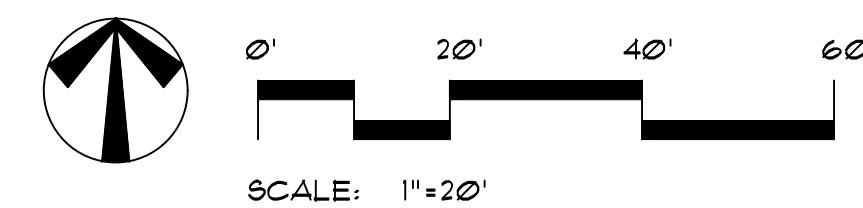
LEGEND	
	EXISTING R/W
	PROPOSED R/W
	PROPOSED CURB
	EXISTING SIDEWALK
	OPEN SPACE
	PROPOSED SIDEWALK
	PROPOSED LANDSCAPE



SITE MAP N.T.S.

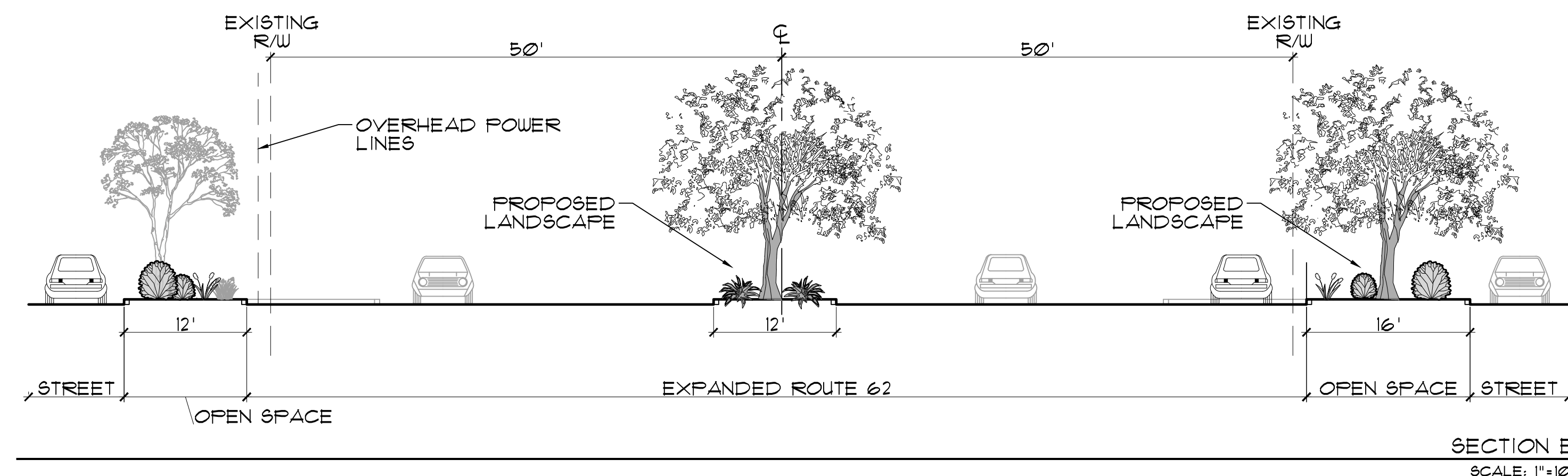
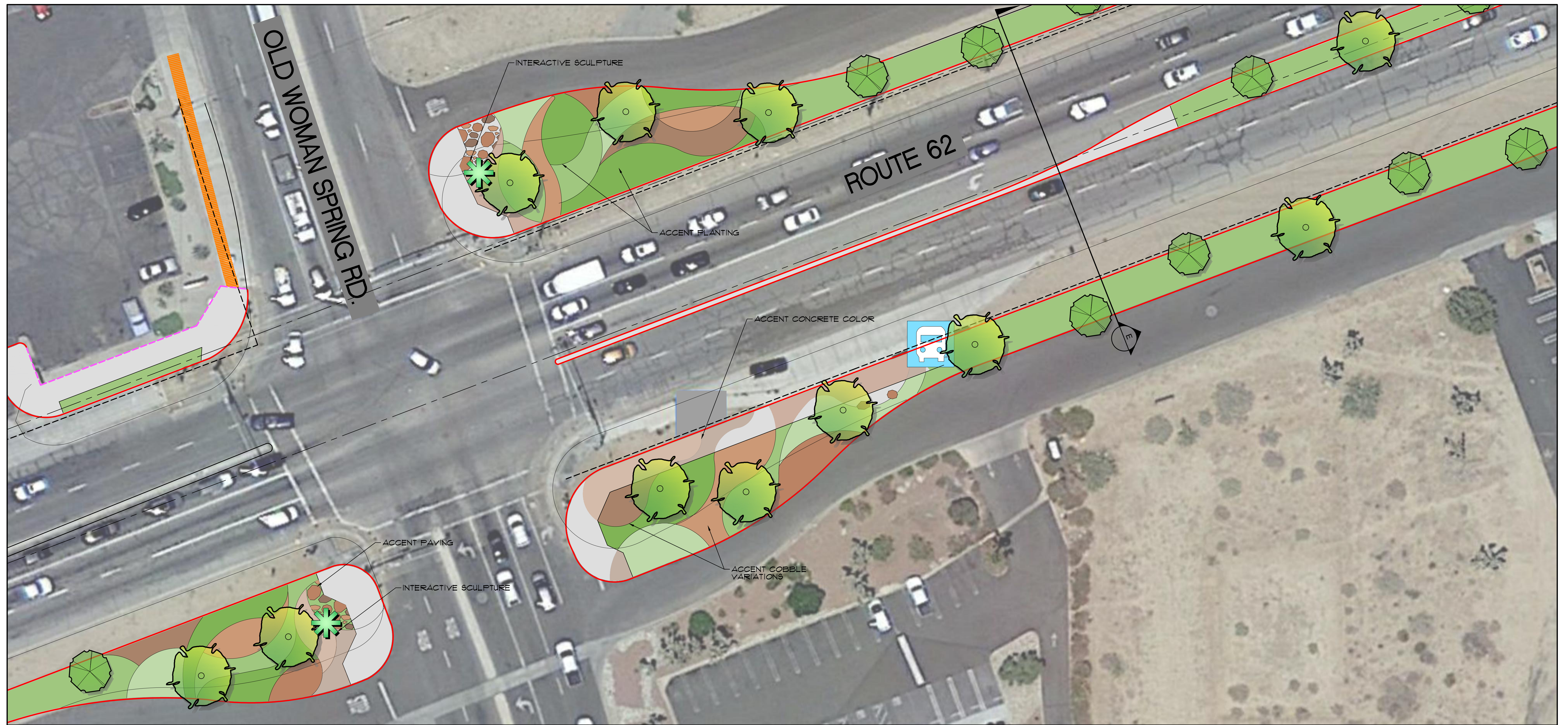
DUMOSA AVE. INTERSECTION

CITY OF YUCCA VALLEY, CA



HERMANN DESIGN GROUP
 77-899 WOLF RD.
 SUITE 102
 PALM DESERT, CA 92211
 LIC# 2754, EXP 04/30/24
 PH. (760) 777-9131
 FAX (760) 777-9132

L1.6

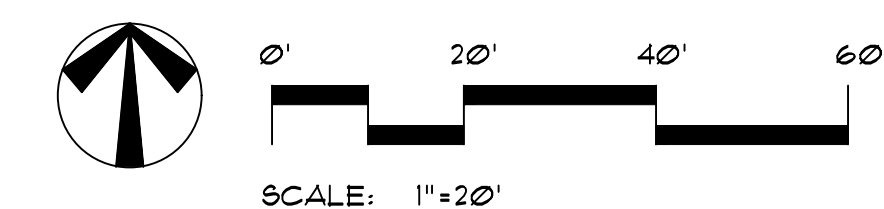


LEGEND	
	EXISTING R/W
	PROPOSED R/W
	PROPOSED CURB
	EXISTING SIDEWALK
	OPEN SPACE
	PROPOSED SIDEWALK
	PROPOSED LANDSCAPE



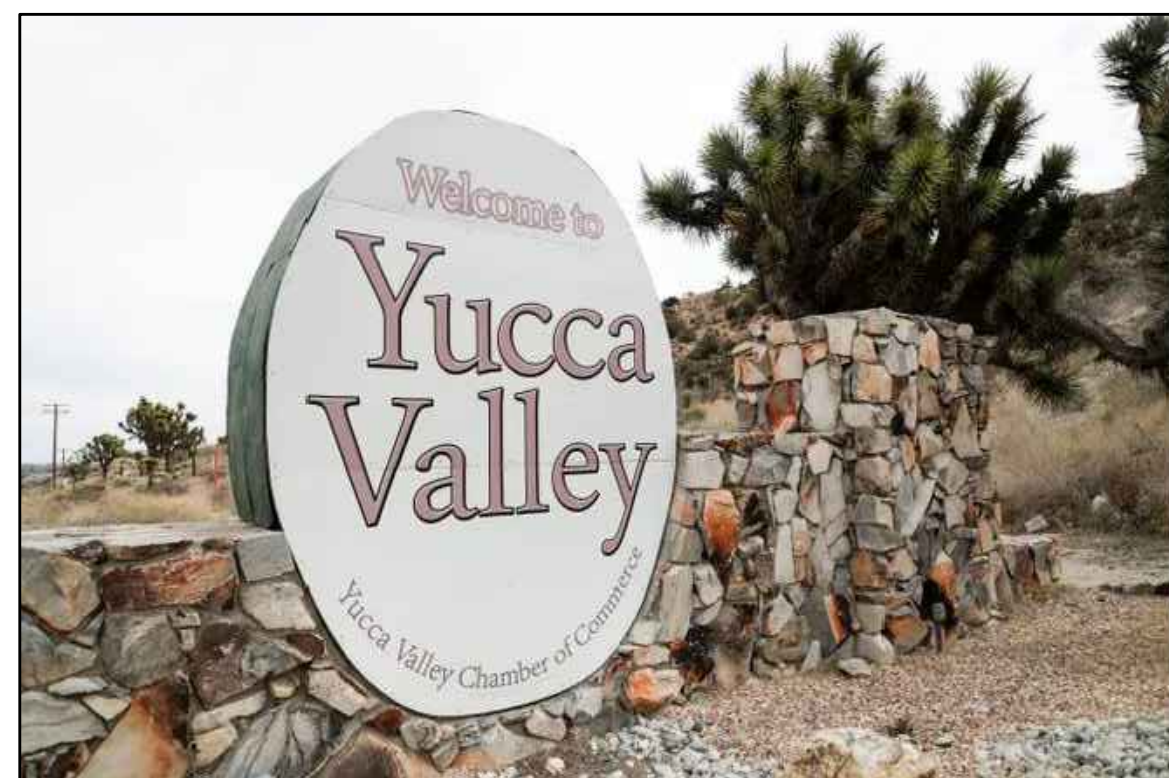
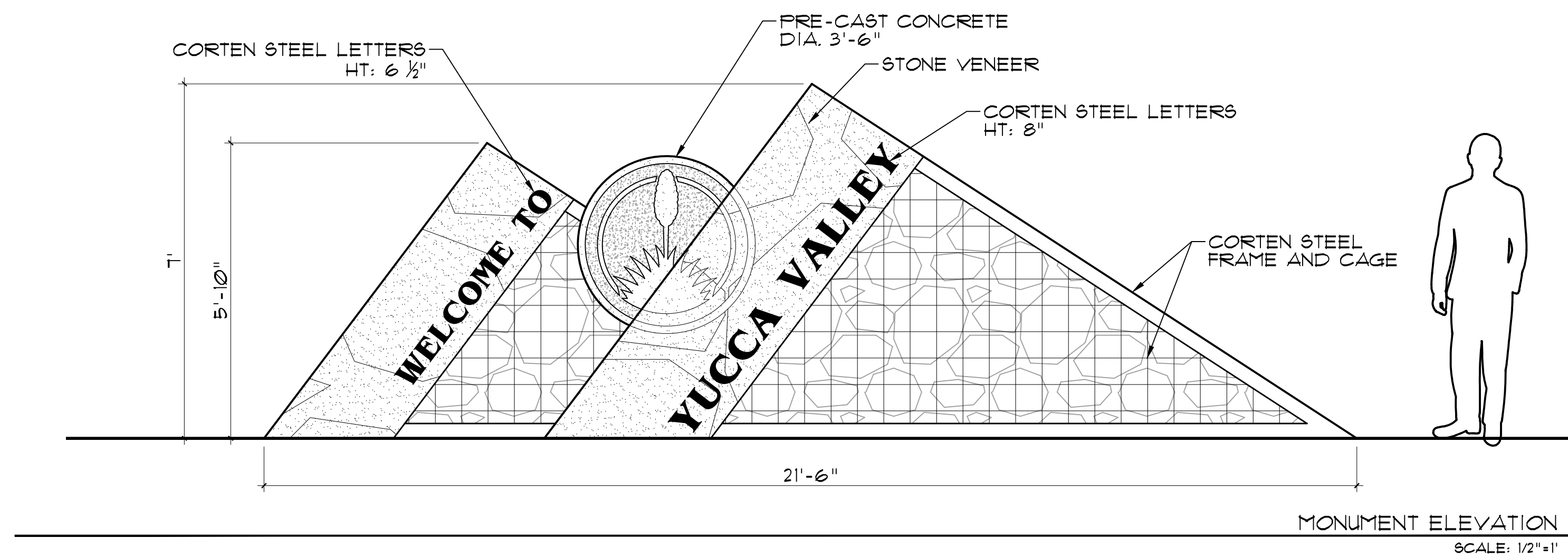
SITE MAP N.T.S.

OLD WOMAN SPRING RD. INTERSECTION CITY OF YUCCA VALLEY, CA



HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA 92211
LIC# 2754, EXP 04/30/24
PH. (760) 777-9131
FAX (760) 777-9132

L1.7



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



To: Town Council

From: Alex Qishta, Public Works Director

Date: September 9, 2025

Meeting Date: September 16, 2025

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

Recommendation:

That the Town Council authorize the submittal of RTA grant applications for the following projects.

Old Town Park-and-Ride and Mobility Hub – Phase 2
Indio Avenue Pavement Extension Project

Prior Review:

The Town Council has had no prior review of this item.

Discussion:

The RTA Program provides funding for planning and design phase activities for rural and tribal infrastructure projects. This program will award grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance with project-related planning and design phase activities. The program is administered by the Build America Bureau (the Bureau). Grants are awarded on a first-come, first-served basis to eligible applicants with an eligible project who meet the merit criteria set by the program. Eligible applicants include rural local governments or political subdivisions, states, federally recognized tribes, and the Department of Hawaiian Home Lands.

Eligible project sponsors may receive grant funds to select advisors to assist with pre-development-phase activities, including:

- Feasibility studies
- Project planning
- Revenue forecasting and funding and financing options analyses
- Preliminary engineering and design work
- Environmental review

- Economic assessments and cost-benefit analyses
- Public benefits studies
- Statutory and regulatory framework analyses
- Value-for-money (VFM) studies
- Evaluations of costs to sustain the project
- Evaluation opportunities for private financing and project bundling

Total RTA funding available for awards is \$54,200,000. Each project application can request funding from \$250,000 to \$2,500,000. There is no cost share or local match required for this program. If a project is awarded funding, eligible activities will have up to 36 months to be completed.

Potential RTA Pilot Program Projects:

Staff selected and submitted RTA grant applications for two projects that meet funding eligibility requirements and are likely to result in the highest scoring Town projects.

Old Town Park-and-Ride and Mobility Hub – Phase 2: The second phase of the Old Town Park-and-Ride and Mobility Hub will build upon the improvements completed in Phase I to further support regional mobility, visitor access, and community needs in the Town of Yucca Valley. The project will expand the existing site by adding additional surface parking to accommodate a formal park-and-ride facility, shaded seating areas, and pedestrian-friendly features that improve comfort and accessibility. The space will also include a plaza area with movable tables and umbrellas, a shade structure, and a small play element to make the location welcoming for families and visitors.

Indio Avenue Pavement Extension Project: The project consists of repaving and extending the pavement for Indio Avenue from Yucca Trail to State Route 62. The project will include the realignment of Indio Avenue, north of Yucca Trail, and the installation of curbs, gutters, sidewalks, ADA ramps, and street lighting. The realignment of Indio Avenue will allow for the installation of left-hand turn pockets to enhance safe, left-hand turn movements from Yucca Trail for east and westbound traffic. The installation of sidewalks increases pedestrian access from residential areas to local shopping centers, while promoting safe and healthy modes of transportation (e.g., walking instead of driving). In conjunction with the installation of sidewalks, ADA-accessible ramps will be installed to comply with the most current ADA guidelines and standards.

Please note that no right of way analysis has been completed. The need for right of way acquisition is considered a significant constraint on any project application. Right of way acquisition can also cause neighborhood opposition to projects, depending upon right of way purpose and location. Right of way acquisition, in and of itself, is time-consuming and costly, without delivering any final project.

In summary, the Town applied for design and construction funds for Founders Plaza expansion, and for feasibility, design, and right of way for the Indio extension project.

Alternatives

Staff recommend no alternatives.

Fiscal Impact:

Preliminary estimates of probable project costs are included for each of the two projects in the table below. The minimum funding request under the RTA program is \$250,000 and the maximum funding request is \$2,500,000. No match is required. The following table illustrates each project in total costs, non-participating funds necessary for each project and totals of each category.

Project Name	Total Project Cost	Total RTA Fund Requested
Old Town Park-and-Ride and Mobility Hub – Phase 2	\$3,000,000.00	\$2,500,000.00
Indio Avenue Pavement Extension	\$12,000,000.00	\$2,500,000.00

Attachments

1. RTA Grant Guidelines & Notice of Funding Opportunity (NOFO)
2. Yucca Valley Old Town - Conceptual Plan Phase 2
3. Roadway Classifications at General Plan Buildout
4. Indio Avenue Pavement Extension - Preliminary Conceptual Plan
5. 2025 RTA Online Application Questions - Indio Avenue Pavement Extension Project
6. 2025 RTA Online Application Questions - Old Town Beautification Project - Phase 2

U.S. Department of Transportation

Rural and Tribal Assistance Pilot Program

Notice of Funding Opportunity

Amendment #2 Date: August 7, 2025

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DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Before You Begin

Navigating the Notice of Funding Opportunity

The organization of this notice is based on an outline set forth in [Appendix I to Title 2 of the Code of Federal Regulations \(CFR\), Part 200](#), to ensure consistency across Federal financial assistance programs. Each section of this notice contains information and instructions relevant to the application process for the RTA Program. All applicants should read this notice in its entirety so that they have the information they need to submit eligible applications.

Amendment #2: Summary of Changes to Initial Notice of Funding Opportunity

Purpose of the amendment is to:

- Increase program funding from \$27 million to \$54.2 million
- Increase funding minimum of individual awards from \$200,000 to \$250,000
- Increase funding maximum of individual awards from \$750,000 to \$2,500,000
- Increase tribal set aside from \$10 million to \$20 million
- Eliminate the “Multi-Community” grant type
- Revise application questions to reflect elimination of the “Multi-Community” grant type
- Align the NOFO with Administration priorities and Executive Orders

I. Basic Information

A. Key Facts

Issuing Agency	Build America Bureau, Office of the Secretary of Transportation, U.S. Department of Transportation	KEY DATES Revised Notice of Funding Opportunity Issue Date: August 7, 2025 Application Portal Opens: 2:00 p.m. ET on September 8, 2025 Application Portal Closes: October 8, 2025 Open for 30 days, yet funding may be exhausted before application window closes Anticipated Selection Notification Date: December 2025
Funding Opportunity Title	Rural and Tribal Assistance (RTA) Pilot Program	
Announcement Type	Amendment #2	
Funding Opportunity Number	DOT-OST-2025-103	
Assistance Listing Number	20.943	
Objective	The RTA Program aims to help applicants develop transportation infrastructure projects in rural and tribal communities that will be reasonably expected to be eligible for federal funding and financing programs for additional development phase activities or construction.	
Program Overview	The RTA Program provides funding for planning and design phase activities for rural and tribal infrastructure projects. This program will award grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance with project-related planning and design phase activities. The program is administered by the Build America Bureau (the Bureau). Grants are awarded on a first-come, first-served basis to eligible applicants with an eligible project who meet the merit criteria described in Section VI. B.	
Eligible Applicants	Eligible applicants include rural local governments or political subdivisions, states, federally recognized tribes, and the Department of Hawaiian Home Lands. For additional information, see Section II. A.	
Eligible Project Types	Transportation projects that are in early project development. See Section II. C for more details.	
Eligible Activities	Financial services, technical services, and legal services. See table in Section II. D for example activities.	
Funding	\$54.2 million is available for awards. See Section I. B directly below this table for additional information.	
Cost share	There is no required cost share or match for this program.	
How to apply	Applications must be submitted via the online application form that will be accessible on the RTA Program's webpage: www.transportation.gov/buildamerica/RuralandTribalGrants . See Section IV for information on the application process.	
Application Portal Open	2:00 pm ET on September 8, 2025	

B. Funding Details

This NOFO makes available, on a first-come, first-served basis, a total of \$54.2 million of funding for the second round of the Rural and Tribal Assistance Pilot Program (RTA Program). This includes a total of \$4.2 million appropriated for fiscal years 2024 and 2025 in Section 21205 of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58), and a total of \$50 million appropriated in the Consolidated Appropriations Act, 2024 (Pub. L. 118-42) and the Full-year Continuing Appropriations and Extensions Act, 2025 (Pub. L. 119-4).

This NOFO will award funding for planning and design phase activities for single projects:

Approximate total available funding: \$54.2 million

Approximate number of awards: 21 to 216

Minimum and maximum dollar amount of individual awards: \$250,000 up to \$2,500,000

Award period (Period of Performance): up to 36 months

\$20 million of the total funding available is set aside for eligible tribal applicants. See [Section III. E](#) for additional information on this funding set-aside.

The Department may decrease an RTA Program award amount from the application amount, if elements of the proposed project are determined to be ineligible program activities.

See [Section I. B](#) for further award information and [Section II](#) for eligibility information.

C. Availability of Funds

This NOFO makes available funds with the following periods of availability:

- \$25 million in the Consolidated Appropriations Act, 2024 (Pub. L. 118-42) is available until September 30, 2026
- \$25 million in the Full-year Continuing Appropriations and Extensions Act, 2025 (Pub. L. 119-4) is available until September 30, 2027
- \$4.2 million obligation limitation in Section 21205 of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58) which may be drawn from any amount made available to the Secretary to provide credit assistance under an eligible program that is not otherwise obligated.

D. Executive Summary

The Rural and Tribal Assistance Pilot Program, administered by the Build America Bureau (the Bureau), was created under Public Law 117-58 to advance transportation infrastructure projects in rural and tribal communities by supporting planning and development-phase activities for projects reasonably expected to be eligible for certain U.S. Department of Transportation (DOT or the Department) credit and grant programs. However, there is no requirement for grantees to apply for other DOT funding programs in the future.

RTA Program funding is for planning and design phase activities of transportation infrastructure projects that meet the Program's eligibility requirements discussed in [Section II](#).

Grant recipients may hire staff or procure the services of expert firms to develop their projects. [Section II. D](#) lists example activities that would be eligible under this Program. **Grants are awarded on a first-come, first-served basis to eligible applications.** [Section IV](#) discusses the application. The review process and criteria used to select applications for award is discussed in [Section VI](#). [Section V](#) includes the Program's submission requirements for applying, including when the application window opens.

E. Agency Contact Information

Build America Bureau
U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-322
Washington, DC 20590

For further information concerning this specific NOFO, please contact RTA Program staff via email at RuralandTribalTA@dot.gov.

Ongoing updates, webinar notices, and FAQs can be found on the [RTA Program webpage](#). To ensure applicants receive accurate information about eligibility or the RTA Program in general, applicants with questions are encouraged to contact RTA Program staff directly, rather than through intermediaries or third parties.

II. Eligibility

To be considered for an RTA Program award, an applicant must be considered an eligible entity with an eligible project. [Section II. A](#) defines the RTA Program's eligible applicant types, and [Section II. C](#) describes the requirements for eligible projects.

A. Eligible Applicants

Applicants for the Program must be one of the following:

1. **a unit of local government or political subdivision** that is located outside of an urbanized area¹ that has a population of more than 150,000 residents, as determined by the Bureau of the Census. Examples of local governments and political subdivisions include the following:
 - County;
 - Borough;
 - Municipality;
 - City;
 - Town;
 - Township;
 - Parish (under the state of Louisiana);
 - Local public authority, including any public housing agency under the United States Housing Act of 1937;
 - Special district;

¹ Urbanized area listing should be drawn from the 2020 Census results. For 2020 Census results, visit: <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>

- School district;
 - Council of governments, whether or not incorporated as a nonprofit corporation under State law; or
 - Any other agency or instrumentality of a multi-, regional, or intra-State or local government.
2. **a state, territory, or possession of the United States** seeking to advance a project in a location outside of an urbanized area that has a population of more than 150,000 residents as determined by the Bureau of the Census;
 3. **a federally recognized Indian Tribe**; or
 4. **the Department of Hawaiian Home Lands**.

B. Cost Share or Non-Federal Match

There is no requirement for cost sharing or providing a local, non-federal match to the grant funds in this Program.

C. Eligible Projects

Per the RTA Program's requirements, projects that receive a grant award under this Program must be reasonably expected to be eligible for any one or more of DOT's lending or grant programs listed below. This requirement is used to define the eligible project types for RTA Program funding; it does not commit the applicant to apply to any of these programs. The applicable programs are listed below. More information on these programs, including brief program descriptions and examples of eligible projects for each, are included in [Appendix A](#).

- TIFIA Credit Program: www.transportation.gov/buildamerica/financing/tifia
- RRIF Credit Program: www.transportation.gov/buildamerica/financing/rrif
- INFRA Grant Program: www.transportation.gov/grants/infra-grants-program
- Mega Grant Program: www.transportation.gov/grants/mega-grant-program
- BUILD Grant Program: www.transportation.gov/BUILDgrants
- National Culvert Removal, Replacement, and Restoration Grant Program: www.fhwa.dot.gov/engineering/hydraulics/culverthyd/aquatic/culvertaop.cfm

D. Example Activities

The following is a list of example activities that would be eligible to be funded through the RTA Program. This list is intended to serve as an example, and is not all-inclusive:

Financial services	Technical services	Legal services
Revenue forecasting	Project planning	Statutory and regulatory framework analysis
Economic assessments and cost-benefit analyses	Feasibility studies	Drafting and negotiation of concession agreements
Value for money analysis and procurement options	Environmental review and permitting	Drafting and negotiation of interagency agreements

Evaluating opportunities for private financing and project bundling	Preliminary engineering and design	Procurement support
Financial feasibility analysis; funding and financing options analysis	Funding application assistance	
Evaluation of costs to sustain the project (such as operations and maintenance costs)	Public engagement	
	Property development and land use feasibility analysis	
	Public Benefit Studies	
	Cost estimation	

E. Definition of Rural Areas

The definition of “rural” varies among DOT programs. The following information explains the “rural” location requirement for local governments, political subdivisions, or states wishing to apply to the RTA Program with a project in a rural area. For this Program, “rural” is defined as the following:

Rural- A project is determined to be rural if it is located outside an urbanized area that has a population of more than 150,000 residents as determined by the Bureau of the Census.

The location of the project itself determines an applicant’s eligibility for the RTA Program when applying as a rural applicant.

Interested applicants can use one of the following mapping tools to verify that the project’s location is in an area that meets the “rural” definition stated above:

- **Rural Funding Eligibility Tool**²- Instructions on how to use this map to check for rural eligibility for the RTA Program can be found here:
<https://www.transportation.gov/sites/buildamerica.dot.gov/files/2023-06/Step%20by%20Step%20eligibility%20instructions.pdf>.
- **U.S. Census mapping tool TIGERweb**³- Instructions on how to use this map and check the urban area population, if applicable, can be found here:
<https://www.transportation.gov/sites/buildamerica.dot.gov/files/2023-07/TigerWeb%20Step%20by%20step.pdf>.

III. Program Description

A. Background

The U.S. Department of Transportation’s Build America Bureau (Bureau) administers the Rural and Tribal Assistance Pilot Program. The Bureau is responsible for driving transportation infrastructure

² <https://www.transportation.gov/rural/eligibility>

³ https://tigerweb.geo.census.gov/tigerwebmain/TIGERweb_main.html

development projects in the United States through innovative financing programs and project delivery methods. Its mission is to provide access to the Bureau's credit programs in a streamlined, expedient, and transparent manner. The Bureau is also responsible for engaging stakeholders on behalf of the Secretary and promoting greater visibility and access to DOT policies, programs, and resources through the administration of technical assistance programs. In accomplishing its mission, the Bureau also provides technical assistance and encourages innovative best practices in project planning, financing, delivery, and monitoring. The Bureau draws upon the full resources of DOT to best utilize the expertise of DOT's Operating Administrations (OAs) including: 1) Federal Highway Administration; 2) Federal Transit Administration; 3) Federal Railroad Administration; 4) Federal Aviation Administration; and 5) Maritime Administration while promoting a culture of innovation and customer service.

Section 21205 of Public Law 117-58, Division B of IIJA, "Rural and Tribal Infrastructure Advancement", created the Rural and Tribal Assistance Pilot Program (RTA Program) to provide grants to fund financial, technical, and legal assistance to rural and tribal communities and states for transportation infrastructure projects located in rural areas. IIJA funding for the Program was authorized for fiscal years 2022-2026.

The Department intends to issue grants to enable recipients to: 1) acquire the services of independent financial, technical, and legal advisors,⁴ or 2) hire staff, to provide development-phase assistance for their project. A table providing examples of services for which recipients can hire staff or procure expert firms using awards under the RTA Program is shown in [Section II. D](#).

B. Program Goals and Objectives

The grants are intended to build organizational capacity in communities that may not have the resources available to evaluate and develop transportation infrastructure projects. The RTA Program aims to help applicants advance projects that will qualify for federal funding and financing programs for additional development activities or construction. The RTA Program has expected performance goals for projects receiving Program funding. These goals can be found in [Section IV. C](#).

C. Changes from the FY 2022-2023 NOFO

This FY 2024 RTA NOFO makes changes from the FY 2022/2023 NOFO to:

- Simplify the NOFO with the use of plain language, a more detailed table of contents, and the use of tables to organize information.
- Define "eligible applicant" for the RTA Program, to include examples of local governments and political subdivision types.
- Provide links to mapping tools to determine if the project location is deemed "rural," as defined by the RTA Program.
- Clarify requested information to be used to determine merit criteria ratings.

D. Previous RTA Awards

RTA grant recipients awarded funding from the previous FY 2022/2023 NOFO may not apply for funding for the same project under this NOFO.

⁴ The procurement of, and contract for, advisors procured to provide services funded by this award must meet the requirements set forth in 2 CFR § 200.317-327 and 2 CFR § 200.459, including 2 CFR Part 200 Appendix II.

E. Restrictions on Funding

No more than twenty percent of total available RTA funds per fiscal year may be awarded for projects in a single state. DOT may offer partial awards to applicants if fully funding their project would exceed the twenty percent state limit.

Any of the funds set aside for tribal applicants that are not allocated within thirty days of the application close date will be allocated and awarded to any type of qualified applicant, based on the order in which applications were received.

Recipients of RTA Program grant awards do not receive lump-sum cash disbursements of their awarded amount of grant funding. Instead, RTA funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted and reviewed by the Bureau.

IV. Application Content and Format

A. Application Overview

All applications must be submitted using the application form that will be made available on the [RTA Program's webpage](#)⁵ beginning at the date and time shown in [Section V. A](#). Email, mail, and fax submissions will not be accepted. The application form cannot be saved in progress and must be completed in a single session. A pdf version of application form questions will be made available on the [RTA Program's webpage](#) when this funding announcement (NOFO) is published. Unless indicated as optional, applicants must respond to all sections of the application form.

Interested applicants should submit applications to demonstrate:

- They are an eligible applicant under this Program, as described in [Section II. A](#);
- The project(s) for which grant funding is being requested are otherwise eligible for funding or financing through the other DOT programs listed in [Section II. C](#) and further described in [Appendix A](#); and
- The proposed activities sufficiently address the criteria described in [Section VI. B](#).

B. Application Content

The table below lists the topics included in the application along with a brief description/ instructions for the requested information:

Title	Description/ Instructions
1. Name & Contact Information	First and last name, Title, Phone, and Email
2. Organization Name, Address, & Website	Organization/Entity Name, Address (no P.O. Box number) City, State, Zip Code, Website
3. Employer/Taxpayer Identification Number (EIN/TIN)	Applicants must have a valid EIN/TIN obtained from Internal Revenue Service
4. Unique Entity Identifier (UEI)	UEI must be valid and current; an incorrect or expired UEI will disqualify the application. See

⁵ <https://www.transportation.gov/buildamerica/RuralandTribalGrants>

5. Organization Congressional District
Project Congressional District

[Section V. F.](#) below for more information about obtaining a UEI from SAM.gov.

Look up Congressional districts using the zip code location of the organization and the project at <https://www.census.gov/mycd/>

6. Eligible Entity

Information on eligible applicants can be found in [Section II. A.](#)

Select applicant type from the following:

- Local government or political subdivision
- State
- Federally recognized Indian Tribe
- Department of Hawaiian Home Lands

7. Project Title

Provide a brief, descriptive title of the project; e.g., “Widening of X Street from Avenue 1 to Avenue 7 in Y Community in Z State.”

8. Project Location

Location must be described as either a street address complete with city and state, or latitude/longitude coordinates. As an example, coordinates can be obtained by right-clicking on the project location in Google Maps or other software.

9. Overall Project Description & Total Project Cost

Describe the overall project, including:

- project type,
- features to be constructed,
- schedule, and
- estimated total project cost

10. Federal Debt Delinquency

Indicate whether the applicant is delinquent on any Federal debt.

11. Appropriateness of Services Requested

Refer to [Section VI. B.](#)

12. Viability of Grant Services Requested

Refer to [Section VI. B.](#)

13. Application Certification

Check box certifying application statements are true, complete, and accurate.

C. Expected Performance Goals

The performance goals each awarded project is expected to achieve are listed below. Before the grant agreement between DOT and an awarded applicant is executed, the applicant will need to submit to DOT a minimum of two metrics for each of the following goals:

- Goal 1: Provide benefits to the community through transportation projects.
- Goal 2: Increase grant recipient’s capacity, knowledge, and skills to execute transportation projects.
- Goal 3: Engage, educate, and listen to the community throughout the project planning process.
- Goal 4: Advance the transformational project(s) closer to delivery.

V. Submission Requirements

A. Submission Dates and Timelines

The application window will open at **2:00 p.m. ET on September 8, 2025** on [RTA Program webpage](#). Applicants are encouraged to submit applications as early as possible once the application period opens as applications will be reviewed in the order in which they are received. Each application received by DOT is timestamped with the time of submission. **Applications will be reviewed on a rolling (first-come, first-served) basis until available funding is expended or this notice is superseded by another notice.** The application open period will be available for 30 days, yet total funding may be exhausted before the application window closes.

DOT strongly encourages applicants to test systems and review instructions well in advance of the application window. Applicants should save and print written proof of an electronic submission.

If technical issues arise that present difficulties for submission, applicants should notify DOT. DOT must receive communication via telephone, voicemail, or email regarding such technical difficulty during the application window stated above. Any correspondence regarding technical difficulties received after the application portal closes will not be considered as a reason to accept a late application. No extensions to the deadline will be considered. In cases of documented technical difficulty, the applicant is expected to submit the application immediately upon resolution of technical difficulties.

In addition, please note the following:

- DOT will not accept any unsolicited changes, additions, revisions, or deletions to application submission.
- Throughout the review and selection process, DOT reserves the right to seek clarification from applicants whose applications are being reviewed and considered.
- Applicants may be asked to clarify objectives and work plans and modify budgets or other specifics as necessary to comply with federal requirements and provide supplemental information required by the agency before award.

B. Letters of Support

No will be accepted or considered in determining grant awards.

C. Application Limit

A separate application is required for each project submitted for Project grant funding consideration. The maximum number of applications that can be submitted is two. The total maximum number of RTA Program grant awards an applicant can receive is two.

D. Other Submission Requirements

Applicants should reference the pdf version of the web-based application questions along with the information contained in this NOFO. Some questions have word limits, and this information is included in the pdf version of the application on the [RTA Program webpage](#).

Applicants should not place “N/A” in lieu of typing in responses in the field sections – except on questions where “N/A” is stated as an acceptable response. If information is copied into the web-based application form from another source, applicants should verify that the pasted text is fully captured and has not been truncated by the character limits built into the form. Contact information for assistance with application submission and clarification on application questions can be found on the [RTA Program webpage](#).

E. Address to Request Application Package

Grant application materials, including a pdf version of the web-based application questions, can be accessed at <https://www.transportation.gov/buildamerica/RuralandTribalGrants>. This is the same location where interested applicants will apply once the application portal opens. Potential applicants may also request to receive email copies of materials for review by emailing RuralandTribalTA@dot.gov.

F. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Each applicant must have completed the registration process on SAM.gov and obtained a valid UEI prior to submitting their application. To register, go to [SAM.gov Entity Registration](#) and click Get Started. From the same page, click on the Entity Registration Checklist for the information that will be needed to register.

Each applicant must:

- (1) Be registered in SAM.gov before submitting an application;
- (2) Provide a valid and current (unexpired) Unique Entity Identifier in the application; and
- (3) Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal agency.

The Department may not make a grant to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Department is ready to make a grant, the Department may determine that the applicant is not qualified to receive a grant and use that determination as a basis for making a grant to another applicant.

To prepare for proposal submission, applicants should begin the process of registering with [SAM.gov](#) to obtain a valid UEI if they do not have one already. All registrations are free of charge. Note that SAM.gov’s registration process can take multiple weeks to complete. All applicants previously registered should make sure their registration is active and up to date.

G. Intergovernmental Review

This funding opportunity is not subject to [Executive Order 12372](#), “Intergovernmental Review of Federal Programs”.

VI. Application Review Information

The application review and selection process are outlined below. After the application window opens, grants will be made on a first-come, first-served basis. Application reviews, to include eligibility review, will conclude once the full \$54.22 million has been awarded.

A. Responsiveness Review

Applications will be reviewed, in the order received, for completeness and RTA Program eligibility – an eligible applicant with an eligible project – before being reviewed against the merit criteria described in [Section VI. B](#). This review will conclude once all RTA Program funds have been committed, which may mean not all applications will be reviewed for eligibility or against the merit criteria.

B. Criteria

Applications deemed complete and eligible will be evaluated based on the criteria listed below. Applications that are rated “Meets” for both criteria will be recommended to the Under Secretary of Transportation for Policy for funding in the order they are received.

1. Criterion #1: Appropriateness of services requested

Application Question: (1) Please describe the activities/advisory services for which you are seeking program funds, and how these activities will materially advance your overall project. (2) State the requested funds from this program. (3) Include the estimated cost of the activities and the amount of RTA Program funding requested. (4) Describe (4)Describe what project-related development activities have been completed, if any. Examples include: data or information that has been collected or activities conducted that are necessary for completing the activities funded through this Program.

Question Review: The Application Review Team will assess whether and to what extent the proposed activities will materially advance the overall project identified in the application. The Application Review Team will consider:

- the current state of the project’s development and project readiness,
- whether the proposed activities are appropriate for the current state of the project’s development, and
- the likelihood that the activities will materially advance the project.

The goal of this assessment is to ensure that the proposed activities are appropriate for the project’s current state of development and, will have a material impact on the project’s overall development. The rating categories are outlined in the table below.

Rating	Project advancement Criterion	Example
Does Not Meet	Proposed activities are either not helpful in advancing the project or not appropriate for the project in its current state of development.	The proposed activities are not necessary or appropriate for the project’s ultimate funding and/or financing, and delivery; Key activities to advance the project have not been completed and are not included in the description of proposed activities; or The proposed activities description does not provide information on the overall project’s need or specific challenges it will address.

Meets	Likely to advance the project	It is reasonably likely that the proposed activities will demonstrably advance the project; It is probable that the necessary information or data needed for the proposed activities will be available by the project's start; and A transportation need has been identified, and it is likely the overall project will deliver a solution.
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2. Criterion #2: Viability of grant funds requested

Application Question: (1) State if you intend to either procure advisory services or hire staff to complete the proposed activities and discuss your procurement or hiring experience and process. (2) State if you have additional funds available to commit to this effort should grant funding prove insufficient to complete the proposed activities. If additional funds will be provided, include the amount and source of the local funding commitment. (3) Confirm if a bid, quote, or estimate has been obtained for the proposed activities.

Question Review: The Application Review Team will assess whether the applicant has an established process to advance their project and to what extent the funding package (made up of funding requested through this Program and other funding sources, if any, including local funding commitment) is likely to result in fully funding and completing the specified activities, while also providing the deliverable(s) necessary to materially advance the project(s). The Team will consider:

- for applicants seeking to procure advisory services: whether the applicant has obtained bids or quotes for the requested services, and the applicant's experience procuring advisory services in the past,
- for applicants seeking to hire staff for the proposed activities: their organization's hiring process (i.e., do they have a defined job description for completing these activities, process for recruitment), and
- the source and amount of funding the applicant intends to commit (if any) as a contribution to the overall cost of the activities being proposed. (The addition of local funding will not influence the rating of this criterion).

The goal of this assessment is to ensure that the funding plan, including the funding requested in the application, and the staffs' experience in procuring advisory services or efficiency in hiring staff are adequate to complete the activities proposed and to achieve the deliverable(s) necessary to advance the project.

Rating	Experience and cost estimating Criterion	Example
Does Not Meet	It is either unclear or unlikely that the applicant has experience or an established procurement or hiring process, or that the funding package ⁶ is appropriate for	There is little or no evidence that the applicant has (a) either previous procurement experience or an efficient process for hiring staff, (b) the capacity to estimate the cost for the activities identified in the application, or (c) obtained a reasonable estimate or quote for the activities identified; or

⁶ The funding package is made up of the funding requested through this Program and other funding sources, if any, including local funding commitment.

	completing the identified activities and deliverable(s).	The funding package will not produce completed activities or deliverable(s) identified in the application.
Meets	It is likely the applicant has experience or an established procurement or hiring process, and that the funding package ⁵ is appropriate for completing the identified activities and deliverable(s).	The applicant has provided sufficient evidence demonstrating their procurement experience or efficient process hiring staff; and The applicant has provided reasonable cost estimates or quotes to conclude the funding requested will likely result in completed activities or deliverable(s) identified in the application.

C. Review and Selection Process

An Application Review Team composed of Department staff will screen applications in the order they are received. This initial review will cover completeness (see [Section VI](#) for more information), eligibility of the applicant (see [Section II. A](#)), and the eligibility of the project(s) being proposed (see [Section II.C](#)).

For those applications deemed complete and eligible, the Application Review Team will review them, in the order received, against the criteria shown in [Section VI. B](#) above. Applications that receive “Meets” for **both scoring criteria** will be recommended for award to the Under Secretary of Transportation for Policy, along with the recommended grant amount. Recommended grant amounts could differ from the requested grant amount due to: 1) the availability of grant funding remaining, or 2) if some elements of the project are determined to be ineligible. Among recommended applications, awards will be made on a first-come, first-served basis (based on the timestamp of the application received by DOT) until available funding is exhausted.

Compliance with DOT Order 2100.07, Ensuring Reliance upon Sound Economic Analysis in DOT’s Policies, Programs and Activities

The Department intends to apply principles from DOT Order 2100.7, [Ensuring Reliance Upon Sound Economic Analysis in DOT’s Policies, Programs and Activities](#), when evaluating applications and making award selections. To the maximum extent permitted by law, the Bureau will prioritize projects that are in alignment with the principles outlined in DOT Order 2100.7.

D. Risk Review

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. This risk assessment may consider:

- Financial stability;
- Quality of management systems and ability to meet the management standards prescribed in 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910;
- History of performance;
- Audit reports and findings; and
- The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients or subrecipients.

DOT may make use of other publicly available information and the history of an applicant’s performance under DOT or other federal agency awards. Depending on the severity of the findings and whether the findings were resolved, DOT may elect not to fund the applicant.

In addition to this review, DOT must comply with the guidelines on government-wide suspension and debarment in 2 CFR Part 180 and must require recipients or subrecipients to comply with these provisions. These provisions restrict federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.

VII. Award Notices

Following the evaluation outlined in [Section VI](#), the Secretary will announce awards by posting a list of selected projects on the [RTA Program website](#)⁷. This posting does not constitute an authorization for the selected award recipients to begin performance. Following the announcement, for each application received, DOT will provide email notification to the point of contact listed in the application stating whether the application was selected for award. Due to the RTA Program's first-come, first-served process for awarding grant funding, not all applications will be reviewed for eligibility or against the criteria described in [Section VI. B](#). Applicants whose applications were only reviewed for RTA Program eligibility will be notified of their eligibility via a notification email. Applicants whose applications were reviewed against the criteria described in [Section VI. B](#), but were not awarded funding, will be offered a debrief to provide an explanation of, and guidance regarding, the reasons why the application was not approved.

The Bureau will publish an online report that includes information on applications received, entity type, location of the potential project, a brief description of the assistance requested, the date on which the application was received, and the date on which the applicant was provided the notice of approval or disapproval. Applicants to the Program must agree to publication of this information as a condition of applying.

VIII. Post-Award Requirements and Administration

A. Administration and National Policy Requirements

1. Administrative Requirements

The Bureau and grant recipients will establish a project start date that will be included in the executed grant agreement. Each recipient will have three years from the project start date to complete the work under the RTA Program grant.

All procurements and contracts for grantee-contracted advisors procured for this award must comply with the requirements set forth in 2 CFR § 200.317-327 and 2 CFR § 200.459, including 2 CFR Part 200 Appendix II. Failure to comply with the Part 200 requirements regarding contractors and failure to obtain written approval prior to subcontracting may result in costs being deemed ineligible for reimbursement.

⁷ <https://www.transportation.gov/buildamerica/RuralandTribalGrants>

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of federal law, including, without limitation, the Constitution of the United States statutory, regulatory, and public policy requirements, including without limitation, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Bureau determines that a recipient has failed to comply with applicable federal requirements, the Bureau may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

2. National Policy Requirements

Performance under this Program will be governed by and in compliance with the following requirements as applicable to the type of organization of the recipient and any applicable sub-recipients.

Compliance with Federal Law and Policies

The applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds and will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

Critical Infrastructure Security, Cybersecurity and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with National Security Memorandum (NSM-22)—on Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of

the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21) (including any amendments thereto), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Domestic Preference Requirements

As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements and section 70914(a) of the Build America, Buy America Act. The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Federal Anti-Discrimination

As a condition of award, pursuant to Section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the recipient must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. As a condition of award, pursuant to Section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into a grant or cooperative agreement, the recipient must certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

To the extent a court order bars the implementation or enforcement of one or more of these conditions or requirements with respect to a particular applicant or recipient, the Department will not implement or enforce the relevant condition(s) or requirement(s) against that applicant or recipient for as long as the order remains in place.

B. Reporting

Accepting an award commits the recipient to participation in reporting and oversight of the project. This section discusses reporting requirements of the RTA Program.

1. Progress Reporting on Grant Activities

Each applicant selected for RTA Program grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress. In addition to regular reporting, each grant recipient must submit a grant closeout report as set forth in the grant agreement to ensure accountability and financial transparency in the Program. Monthly progress meetings or calls are expected to be held, during which the Bureau will review project activities, schedule, and progress toward mutually agreed upon performance goals.

As part of each quarterly report, applicants selected for grant funding must address the status

of services funded with this grant award, in general, and how the activities performed advance the RTA Program performance goals identified in [Section IV. C](#) and the performance metrics collectively established by Bureau staff and grant recipients.

2. Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as:

- an implementation assessment across grant recipients,
- an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or
- a benefit/cost analysis or assessment of return on investment.

DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation and as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

3. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after

April 15, 2011, except past performance review required for federal procurement contracts, will be publicly available.

IX. Other Information

A. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible.

B. Publication/Sharing of Application Information

As noted previously, and required by statute, the Bureau will publish an online report that includes, for each application received, entity type, location of the potential project, a brief description of the assistance requested, the date on which the application was received, and the date on which the applicant was provided the notice of approval or disapproval. The Bureau may make application information publicly available or share it within DOT or with other federal agencies if DOT determines that sharing is relevant to the respective program's objectives.

APPENDIX A

The RTA Program requires projects be reasonably expected to be eligible for one of more of the following DOT financing or funding programs. More information on this requirement can be found in [Section II. C.](#)

TIFIA Credit Program:

www.transportation.gov/buildamerica/financing/tifia

The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program provides credit assistance to finance up to 49 percent of eligible project costs for qualified projects, including:

- Highway and bridge projects;
- Public transportation projects;
- International bridges and tunnels;
- Intercity passenger bus or rail facilities and vehicles;
- Freight rail projects and intermodal freight transfer facilities;
- Certain projects located within the boundaries of a port terminal;
- Transit-oriented development projects; and
- Airport projects.

Minimum Anticipated Project Costs

- \$10 million for transit-oriented development, local, and rural projects;
- \$15 million for intelligent transportation system projects; and
- \$50 million for all other eligible surface transportation projects.

RRIF Credit Program:

www.transportation.gov/buildamerica/financing/rrif

The Railroad Rehabilitation & Improvement Financing (RRIF) Program provides credit assistance to finance development of railroad infrastructure up to 100 percent of eligible project costs, including:

- Intermodal or railroad equipment or facilities;
- Landside port infrastructure for seaports serviced by rail;
- Refinancing of outstanding debt incurred for the above eligible projects;
- Planning, permitting, and design expenses relating to the above eligible projects; and
- Transit-oriented development projects.

Minimum Anticipated Project Costs

- There is no minimum project cost for the RRIF Program.

INFRA Grant Program:

www.transportation.gov/grants/infra-grants-program

INFRA (known statutorily as the Nationally Significant Freight & Highway Projects Program) awards competitive grants for multimodal freight and highway projects of national or regional significance to improve the safety, efficiency, and reliability of the movement of freight and people in and across rural and urban areas, including:

- Highway freight projects on the National Highway Freight Network (NHFN);
- Highway or bridge projects on the National Highway System;
- Freight intermodal project or freight rail projects;

- Freight projects that are within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and are surface transportation infrastructure projects necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility;
- Highway-railway grade crossing or grade separation projects;
- Wildlife crossing projects;
- Surface transportation projects within the boundaries or functionally connected to an international border crossing that improves a facility owned by federal/state/local government and increases throughput efficiency; and
- Projects for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobile source emissions.

Minimum Anticipated Project Costs

- Small projects must have a total project cost of at least \$6.25 million.

Mega Grant Program:

www.transportation.gov/grants/mega-grant-program

The Mega Program (known statutorily as the National Infrastructure Project Assistance Program) supports large, complex projects that are difficult to fund by other means and likely to generate national or regional economic, mobility, or safety benefits, including:

- Highway or bridge projects on the National Multimodal Freight Network;
- Highway or bridge projects on the NHFN;
- Highway or bridge projects on the National Highway System;
- Freight intermodal (including public ports) or freight rail projects that provide public benefit;
- Railway highway grade separation or elimination projects;
- Intercity passenger rail projects; and
- Public transportation projects that are eligible for assistance under 49 USC Chapter 53 and are a part of any of the project types described above.

Minimum Anticipated Project Costs

- \$100 million

BUILD Grant Program:

www.transportation.gov/BUILDgrants

The Better Utilizing Investments to Leverage Development, or BUILD, Discretionary Grant Program awards investments in surface transportation infrastructure that will have a significant local or regional impact. Eligible projects include:

- Capital projects including but not limited to:
 - Highway, bridge, or other road projects eligible under title 23, United States Code;
 - Public transportation projects eligible under chapter 53 of title 49, United States Code;
 - Passenger and freight rail transportation projects;
 - Port infrastructure investments (including inland port infrastructure and land ports of entry);
 - Surface transportation components of an airport;
 - Intermodal projects;
 - A project to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the BUILD program;
 - Projects investing in surface transportation facilities that are located on tribal land and for which title or maintenance responsibility is vested in the federal government; and

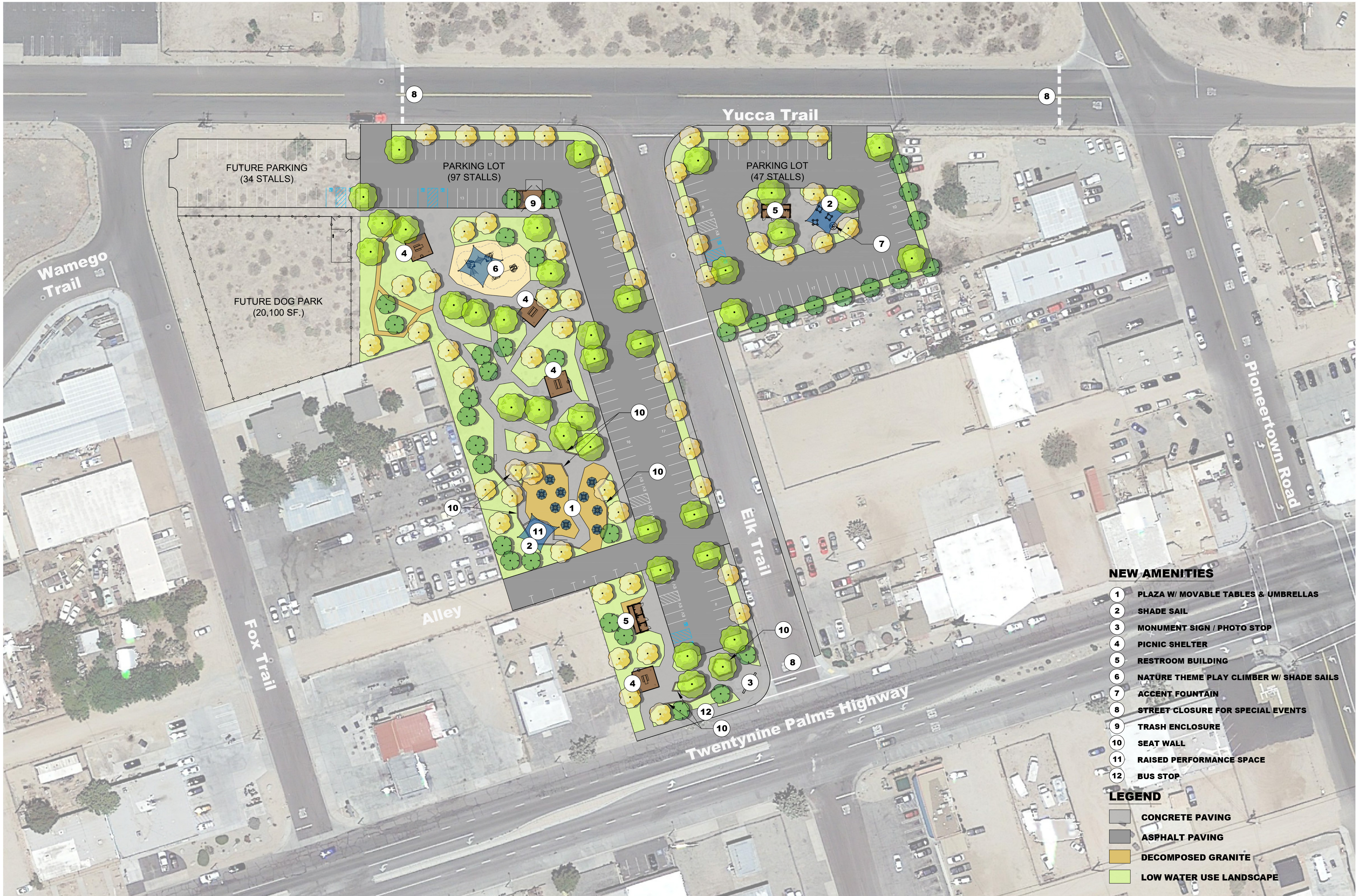
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program.
- Planning projects which include planning, preparation, or design (for example- environmental analysis, feasibility studies, and other pre-construction activities) of eligible surface transportation capital projects.

National Culvert Removal, Replacement, and Restoration Grant Program:

www.fhwa.dot.gov/engineering/hydraulics/culverthyd/aquatic/culvertaop.cfm

This program awards grants for the replacement, removal, and repair of culverts or weirs that meaningfully improve or restore fish passage for anadromous fish. Anadromous fish migrate upstream for breeding. Eligible project types include:

- Replacement, removal, or repair of culverts that would meaningfully improve or restore fish passage for anadromous fish.
- Replacement, removal, or repair of weirs that would meaningfully improve or restore fish passage for anadromous fish. With respect to weirs, the project may include infrastructure to facilitate fish passage around or over the weir; and weir improvements.



- NEW AMENITIES**
 - 1 PLAZA W/ MOVABLE TABLES & UMBRELLAS
 - 2 SHADE SAIL
 - 3 MONUMENT SIGN / PHOTO STOP
 - 4 PICNIC SHELTER
 - 5 RESTROOM BUILDING
 - 6 NATURE THEME PLAY CLIMBER W/ SHADE SAILS
 - 7 ACCENT FOUNTAIN
 - 8 STREET CLOSURE FOR SPECIAL EVENTS
 - 9 TRASH ENCLOSURE
 - 10 SEAT WALL
 - 11 RAISED PERFORMANCE SPACE
 - 12 BUS STOP
- LEGEND**
 - CONCRETE PAVING
 - ASPHALT PAVING
 - DECOMPOSED GRANITE
 - LOW WATER USE LANDSCAPE

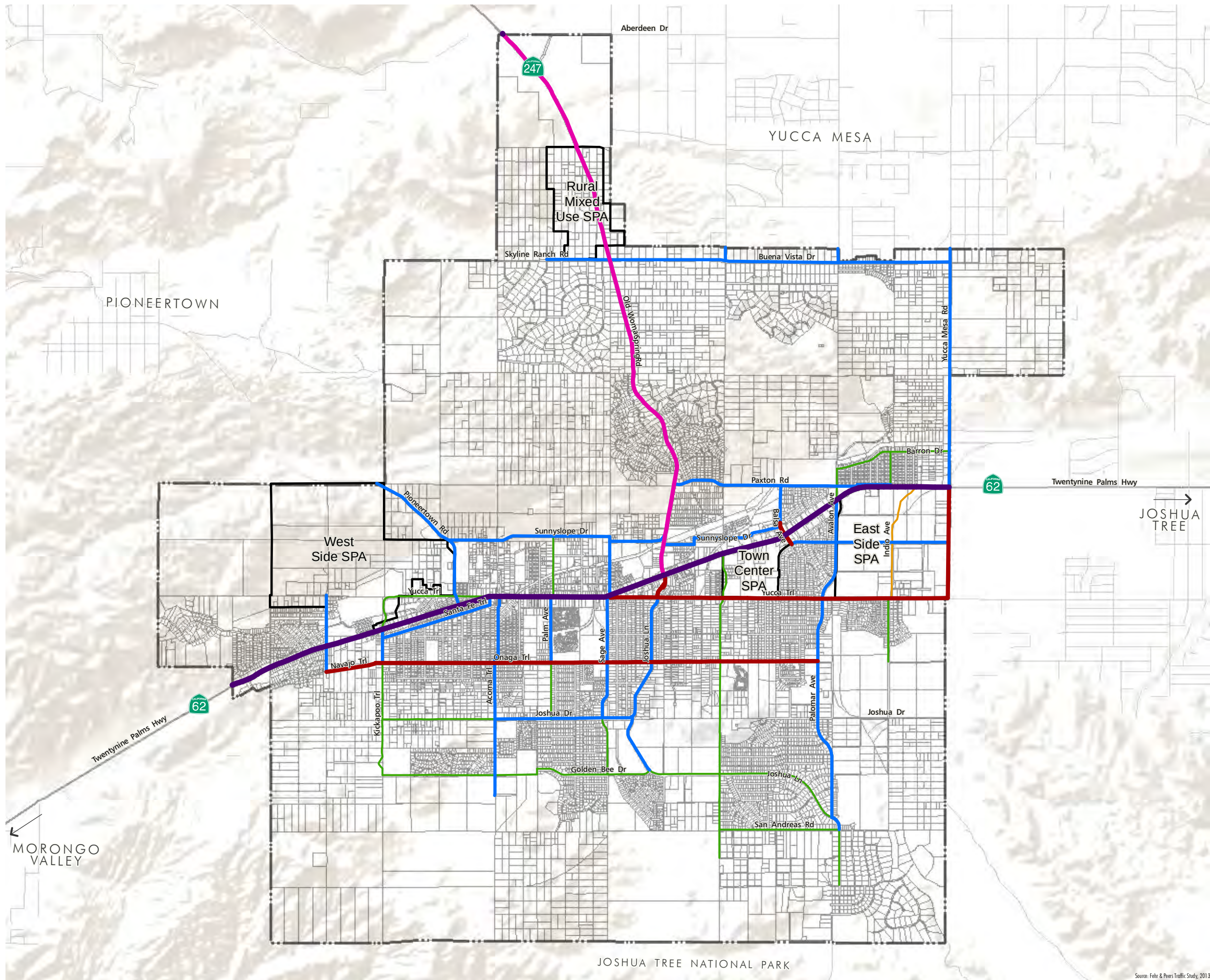


Figure C-1

ROADWAY CLASSIFICATIONS AT GENERAL PLAN BUILDOUT

- ROADWAY CLASSIFICATIONS
- Highway – 6 Lanes Divided – 134'
 - Highway – 4 Lanes Divided – 92'
 - Arterial – 4 Lanes Divided – 100'
 - Arterial – 2 Lanes – 70'
 - Industrial – 2 Lanes with Striped Median – 70'
 - Collector – 2 Lanes – 66'
 - SPA - Special Policy Area
 - Town Limits

NOTE: Illustrates future roadway classifications needed to handle the vehicular trips generated as a result of the buildout of the General Plan and applicable regional plans. Assumes all roadways are operating at Level of Service D or better.



TYV-01 2/4/2014

0 1,500 3,000 6,000 Feet



INDIO AVENUE PAVEMENT EXTENSION PROJECT
YUCCA VALLEY, CA



MAP LEGEND

	PROJECT AREA
	EXISTING FACILITIES

**Rural and Tribal Assistance Pilot
Program
Review copy of Online Application
Form**

**All fields must be completed.*

1. Name and contact information of person for matters involving this application:

First and last name*:

Alex Qishta

Title*:

Public Works Director

Phone*:

(760) 369-6579

Email*:

aqishta@yucca-valley.org

2. Entity name, address, and website:

Organization/Entity Name*:

Town of Yucca Valley

Address (#, street - no P.O. box numbers)*:

57090 29 Palms Hwy

City*:

Yucca Valley

State*:

CA

Zip Code*:

92284

Website address, if applicable:

3. Employer/Taxpayer Identification Number (EIN/TIN)*:

33-0490145

4. Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov*:

LACNR7KCW1B1

5. Entity/Organization headquarters is in this congressional district(s)*:

23rd District

Project is in this congressional district(s)*:

23rd District

6. Below is a list of eligible entities for this program. Please select the one option that describes your eligibility*: *(For local governments, political subdivisions, or states: Refer to NOFO Section II. A: Eligible Applicants and Section II. E Definition of Rural Areas for qualification.)*

- ☒ A unit of local government or political subdivision seeking to advance a project that is located outside of an urbanized area that has a population of more than 150,000 residents
- ☐ A State seeking to advance a project located outside of an urban area with a population of more than 150,000 residents
- ☐ A federally recognized Indian Tribe sponsoring a project on or impacting their tribal lands
- ☐ The Department of Hawaiian Home Lands to sponsor projects on or impacting Hawaiian Home Lands

7. Project title*: *(Descriptive title of project for which you seek funding)*

Indio Avenue Pavement Extension Project - Yucca Valley, California

8. Project location*: Must be listed as either street address, including city and state, or as latitude/longitude. *(Note: For Indian Tribes, the project location does not have to meet the non-urban area requirement.)*

Address (#, street- no P.O. box numbers):

City:

State:

Zip Code:

OR

Latitude:

34.120774

Longitude:

-116.378647

- 9. Briefly describe the overall project (no more than 500 words)*:** Include project type (i.e., bridge, roadway, transit service), features to be constructed, project schedule, and estimated total project cost..

The project consists of repaving and extending the pavement for Indio Avenue from Yucca Trail to State Route 62. The project will include the realignment of Indio Avenue, north of Yucca Trail, the installation of curb, gutter, sidewalk, ADA ramps and street lighting. The realignment of Indio Avenue will allow for the installation of left-hand turn pockets to enhance safe, left-hand turn movements from Yucca Trail for east and west-bound traffic. The installation of sidewalks increases pedestrian access from residential areas to local shopping centers, while promoting safe and healthy modes of transportation (ex. walking instead of driving). In conjunction with the installation of sidewalks, ADA-accessible ramps will be installed to comply with the most current ADA guidelines and standards. Right-of-way dedications will be addressed to allow full project implementation and support future growth.

This corridor serves as a vital link for residents and visitors, providing improved access to regional transit stops and reducing congestion along key routes into Joshua Tree National Park. The project supports safe, accessible transportation for pedestrians, cyclists, and vehicles, enhancing overall mobility within the Town of Yucca Valley.

With grant assistance, the Town will complete project planning, preliminary design and engineering, financial feasibility analysis, and related environmental work. These activities will ensure the project is well-positioned to compete for federal and state construction funding in the future.

9a. Estimated total project cost*: \$12,000,000.00

- 10. Is the applicant delinquent on any federal debt?***

☐ Yes

☒ No

If yes, explain:

- 11. Appropriateness of services requested*:** (See Section VI. B. Criterion #1 of the NOFO for your review and evaluation information.)

a. Please described the activities/advisory services for which you are seeking program funds and how these activities will materially advance your overall project. (no more than 400 words)*

The Town of Yucca Valley is a rural desert community in San Bernardino County with a population of about 21,700 residents. Although our geographical location and close proximity to Joshua Tree National Park brings visitors from around the world, it comes with its own challenges. Limited financial resources and environmental restrictions are among the top challenges we face when planning, designing, or constructing projects in the Town. For this project, the activities/advisory services we will be seeking program funds for include project planning, preliminary design and engineering, environmental review, evaluation of costs to sustain project, and right-of-way acquisition. The presence of Western Joshua Trees in the proposed project triggers a CEQA analysis to be performed to ensure the project produces minimal environmental impact. This process alone can be very costly, using up a percentage of project funds that possibly reduces the scope of the project. Receiving technical assistance in project planning and preliminary design and engineering will help position the project for timely implementation, improve roadway safety, and deliver lasting infrastructure benefits to residents, businesses, and the regional economy. If awarded, the grant will relieve the Town of financial obligations while progressing the project a step closer to completing the project. The repaving of Indio Avenue from Yucca Trail to State Route 62 will serve as a vital corridor connecting residents and visitors to regional businesses including Walmart, Home Depot, Marshalls, and multiple restaurants and create more economic development opportunities for the adjacent undeveloped lots that remain.

b. Requested funds from this program*:

c. Estimated cost of activities proposed*:

d. Describe what project-related development activities have been completed, if any. List N/A if none. Examples include: data or information that has been collected or activities conducted that are necessary to complete the activities funded through this Program. (no more than 250 words)*

The Town has included the project as part of the CEQA analysis for an adjacent street improvement project. CEQA just recently kicked off so the environmental review portion for this project is currently underway.

12. Viability of grant services requested: *(See Section VI. B. Criterion #2 of the NOFO for review and evaluation information.)*

a. Please describe the following: Either 1) your organization's experience procuring advisory services or 2) your organization's process for timely hiring of staff (i.e. defined job description, recruitment process). State if you have additional funds available to commit to this effort should grant funding provided prove insufficient to complete the proposed activities. If additional funds will be provided, include the amount and source of the local funding

commitment. (no more than 400 words)*

The Town of Yucca Valley has extensive experience procuring advisory services to support the planning, design, and delivery of capital improvement projects. The Town follows a transparent, competitive process consistent with state and local procurement requirements, ensuring the selection of qualified consultants who provide the specialized expertise needed for successful project outcomes. In recent years, the Town has procured advisory services for a range of transportation and infrastructure projects, including roadway rehabilitation, pedestrian safety improvements, public park improvements, and facility enhancements. These services have included feasibility studies, environmental review under CEQA, project planning and preliminary design, and project/construction management support. Through these engagements, the Town has developed strong working relationships with engineering, environmental, and financial advisory firms that understand the unique conditions of a rural desert community.

- b. Applicants are encouraged to seek bids or quotes, or to estimate the amount of dedicated staff time for the services being requested to demonstrate the reasonableness of the requested funding in this application. **Have you obtained a bid, quote, or estimate for the services requested in this application?***

- ☐ Yes (to be submitted later if awarded grant)
☒ No (provide statement of how you determined estimated cost of proposed activities)

Estimated costs were determined based on recently completed projects that needed similar services

13. ☒ By checking this box and submitting this application, I certify that the statements contained herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)*

Alex Zishta

Signature (e-signature is sufficient)*

09/08/25

Date*

**Rural and Tribal Assistance Pilot
Program
Review copy of Online Application
Form**

**All fields must be completed.*

1. Name and contact information of person for matters involving this application:

First and last name*:

Alex Qishta

Title*:

Public Works Director

Phone*:

(760) 369-6579

Email*:

aqishta@yucca-valley.org

2. Entity name, address, and website:

Organization/Entity Name*:

Town of Yucca Valley

Address (#, street - no P.O. box numbers)*:

57090 29 Palms Hwy

City*:

Yucca Valley

State*:

CA

Zip Code*:

92284

Website address, if applicable:

3. Employer/Taxpayer Identification Number (EIN/TIN)*:

33-0490145

4. Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov*:

LACNR7KCW1B1

5. Entity/Organization headquarters is in this congressional district(s)*:

23rd District

Project is in this congressional district(s)*:

23rd District

6. Below is a list of eligible entities for this program. Please select the one option that describes your eligibility*: *(For local governments, political subdivisions, or states: Refer to NOFO Section II. A: Eligible Applicants and Section II. E Definition of Rural Areas for qualification.)*

- ☒ A unit of local government or political subdivision seeking to advance a project that is located outside of an urbanized area that has a population of more than 150,000 residents
- ☐ A State seeking to advance a project located outside of an urban area with a population of more than 150,000 residents
- ☐ A federally recognized Indian Tribe sponsoring a project on or impacting their tribal lands
- ☐ The Department of Hawaiian Home Lands to sponsor projects on or impacting Hawaiian Home Lands

7. Project title*: *(Descriptive title of project for which you seek funding)*

Old Town Park-and-Ride and Mobility Hub - Phase 2, Yucca Valley, California

8. Project location*: Must be listed as either street address, including city and state, or as latitude/longitude. *(Note: For Indian Tribes, the project location does not have to meet the non-urban area requirement.)*

Address (#, street- no P.O. box numbers):

55762 29 Palms Hwy

City:

Yucca Valley

State:

CA

Zip Code:

92284

OR

Latitude:

Longitude:

- 9. Briefly describe the overall project (no more than 500 words)*:** Include project type (i.e., bridge, roadway, transit service), features to be constructed, project schedule, and estimated total project cost..

Phase II of the Old Town Park-and-Ride and Mobility Hub will build upon the improvements completed in Phase I to further support regional mobility, visitor access, and community needs in the Town of Yucca Valley. This project is designed to function as a central hub for residents and visitors, offering convenient access to local and regional transit providers while helping to address traffic congestion challenges that occur near the entrances of Joshua Tree National Park.

The project will expand the existing site by adding additional surface parking to accommodate a formal park-and-ride facility, shaded seating areas, and pedestrian-friendly features that improve comfort and accessibility. The space will also include a plaza area with movable tables and umbrellas, a shade structure, and a small play element to make the location welcoming for families and visitors. By providing a reliable place to park and connect with Morongo Basin Transit Authority (MBTA) bus service and private bus operators, the project will help reduce the number of single-occupancy vehicles traveling into Joshua Tree National Park, easing congestion and improving the visitor experience.

The surface parking expansion provides the Town an opportunity to provide EV charging stations in addition to the existing EV infrastructure that were installed in Phase 1 of this project. In addition, the surface parking expansion will increase visitations to the small businesses in close proximity to the project by providing additional parking spaces, EV infrastructure, and shaded seating.

9a. Estimated total project cost*:

- 10. Is the applicant delinquent on any federal debt?***

☐ Yes

☒ No

If yes, explain:

- 11. Appropriateness of services requested*:** (See Section VI. B. Criterion #1 of the NOFO for your review and evaluation information.)

- a. Please described the activities/advisory services for which you are seeking program funds and how these activities will materially advance your overall project. (no more than 400 words)***

The Town of Yucca Valley is a rural desert community in San Bernardino County with a population of about 21,700 residents. Although our geographical location and close proximity to Joshua Tree National Park brings visitors from around the world, it comes with its own challenges. Limited financial resources and environmental restrictions are among the top challenges we face when planning, designing, or constructing projects in the Town. For this project, the activities/advisory services we will be seeking program funds for include project planning, preliminary design and engineering, and financial feasibility analysis. Receiving technical assistance in project planning and preliminary design and engineering will help position the project for timely implementation and deliver lasting infrastructure benefits for residents, visitors, and small businesses in close proximity to the project. A financial feasibility analysis will assist in project cost estimation, identifying funding sources for the construction phase through grants, and identify potential financial risks early allowing for proactive planning to minimize future delays. If awarded, the grant will relieve the Town of financial obligations while progressing the project a step closer to completing the project.

b. Requested funds from this program*:

c. Estimated cost of activities proposed*:

d. Describe what project-related development activities have been completed, if any. List N/A if none. Examples include: data or information that has been collected or activities conducted that are necessary to complete the activities funded through this Program. (no more than 250 words)*

Recently, the Town successfully completed Phase 1 of this project, providing about 90 parking stalls, two (2) dual port EV charging stations, pre-fabricated restroom, shade structures and seating to the area.

These improvements have already provided meaningful benefits for residents and visitors and laid the groundwork for Phase II. By building on these investments, the Town will continue to address transportation needs in the Morongo Basin while creating a space that is functional, accessible, and beneficial to the community and visitors alike.

12. Viability of grant services requested: *(See Section VI. B. Criterion #2 of the NOFO for review and evaluation information.)*

a. Please describe the following: Either 1) your organization's experience procuring advisory services or 2) your organization's process for timely hiring of staff (i.e. defined job description, recruitment process). State if you have additional funds available to commit to this effort should grant funding provided prove insufficient to complete the proposed activities. If additional funds will be provided, include the amount and source of the local funding

commitment. (no more than 400 words)*

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Alex Zishta

Signature (e-signature is sufficient)*

09/08/25

Date*

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



To: Town Council

From: Alex Qishta, Public Works Director

Date: September 8, 2025

Meeting Date: September 16, 2025

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

Recommendation:

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

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

That the Town Council introduces the Ordinance.

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

Prior Review:

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

Discussion:

High Desert Water District (HDWD) Sewer Project Phase 2 area (combined with Phase 3) is estimated to cost \$180 million. Construction on sewer collection system in parts of Phase 2 will be grant-funded. Planning is underway, with construction expected to begin in August 2025. The construction boundaries are expected to include portions of Country Club, Storey Park, and Sky Harbor.

The District has hired NV5 to serve as the Owner's Representative to oversee the Phase 2 Sewer Project to expand the sewer collection system. Sukut Construction and West Coast Civil have been hired to serve as the Progressive Design Build Team. West Coast Civil is finalizing the design, conducting the Western Joshua Tree census to complete road restoration and other pre-construction permitting activities. Sukut Construction will manage the construction schedule and activities once all permits and approvals are granted to begin construction.

To better serve the needs of Town residents, Public Works staff has reviewed the process for Pavement Restoration and Paving Requirements. Staff amended Chapter 12.60 of Title 12 of the Yucca Valley Municipal Code to add New Section 12.60.295 governing Street Restoration.

These amendments will be critically important following the Hi-Desert Water District's construction of an estimated \$25 million in new roads within Phase 2 of the sewer project. Effective road maintenance programs following the infrastructure investment made by Yucca Valley taxpayers for the wastewater collection system are extremely important. Management of roadway encroachments/excavations is one segment of the overall maintenance program.

Alternatives

Staff recommend no alternative actions.

Fiscal Impact:

There is no fiscal impact to the Town in adopting these regulations, outside of staff time allocations. Implementation of the insurance and indemnification standards results in significantly reduced exposure costs for the Town.

Attachments

1. bd_Yucca Valley - Ordinance - Street Restoration-V1

ORDINANCE NO. ____

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

The Yucca Valley Town Council does ordain as follows:

SECTION 1. *Findings.* The Town Council finds, determines and declares as follows:

- A. Government Code § 38775 authorizes the Town of Yucca Valley (the “Town”) to prohibit encroachments and obstructions on public property and may provide for the removal of any prohibited encroachments.
- B. The Town may regulate encroachments on public property, including but not limited to, sidewalks, alleys, streets, and other public places by requiring an encroachment permit and permitting the encroachment under specified conditions. *Laura Vincent Co. v. City of Selma* (1941) 43 Cal.App.2d 273)
- C. Yucca Valley Municipal Code (“YVMC”) Chapter 12.60 (Encroachments and Excavations) of Title 12 (Vehicle and Traffic) establishes regulations for the Town’s management of the public rights of way in the interest of the public health, safety, and welfare, including those related to encroachments into the public rights of way under Town control.
- D. The City Council seeks to modify YVMC Chapter 12.60 to add a new Section 12.60.295 to establish restoration and paving requirements for roadway restoration as full-width street reconstruction of roads can realize cost efficiencies that are lost through piecemeal road repair.

SECTION 2: *Amendments.* YVMC Chapter 12.60 (Encroachments and Excavations) of Title 12 (Vehicle and Traffic) is amended to add a new Section 12.60.295, which will read as follows:

“12.60.295 Pavement Restoration and Paving Requirements.

- A. General. Unless the Administrative Authority finds that the public health safety, and welfare requires alternative methods, the requirements in this section will control the restoration of street surfaces disturbed during construction of sewer mains, laterals, manholes, cleanouts, or associated appurtenances. Such restoration projects in Town-controlled streets must be approved by the Administrative Authority pursuant to this chapter.
- B. Full-Width Paving Requirement.

1. Subject to subsection 3, below, when sewer mainlines and/or sewer lateral trenches encroach into an existing street surface, the full width of the affected street surface must be restored if any of the following conditions exist:
 - a. When trenching exceeds four feet in width or occupies more than 25% of the street or roadway width;
 - b. When two or more trenches are installed within the same block length, from intersection to intersection;
 - c. When sewer laterals are installed at intervals such that partial or piecemeal trench restoration would negatively affect pavement continuity and drivability for the relevant street or road; or
 - d. The Administrative Authority finds that full-width restoration is necessary due to poor pavement conditions that preceded the encroachment or in the interest of long-term performance of the affected street.
2. Full-width paving must consist of cold milling the entire width of the impacted street lane or lanes, followed by resurfacing with a minimum of two inches of asphalt concrete, or per the standards set forth in above in Section 12.60.060, whichever is greater.
3. The foregoing notwithstanding, the Administrative Authority may waive the full width street replacement requirement if:
 - a. It is in the interest of the public health, safety, or welfare to restore only a portion of the street;
 - b. It would unduly burden an interested party to effectuate the full width street replacement; or
 - c. Otherwise required by law.

C. Restoration Limits.

1. Longitudinal restoration must extend a minimum of five feet beyond the edge of the excavation or to the nearest undisturbed joint or curb line.
2. The traverse restoration must match the full width of the roadway or travel lane, as applicable.

3. Transitions between restored and existing pavement must be smooth and feathered to ensure no abrupt change in grade.
- D. Temporary Restoration. Until permanent paving under this section is completed, all trenches must be restored to the satisfaction of the Administrative Authority and in accordance with the standards set forth above in Section 12.60.060. Restoration may include the use of cold mix asphalt, steel trench plates, and adequate traffic control.
- E. Governing Standards. Standards for work conducted pursuant this section must comply with the performance requirements set forth above in Section 12.60.060, in addition to Hi-Desert Water District Construction Specifications, as applicable.”

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; “CEQA”) and CEQA Guidelines (14 Cal. Code Regs. §§ 15000, *et seq.*) because it governs the restoration of existing public rights of way and does not authorize the significant expansion of existing infrastructure. Further, it can be seen with certainty that there is no possibility that there will be a potential significant environmental impact from requiring proper restoration of already-disturbed Town streets. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301 (Class 1, Existing Facilities) and 15061(b)(3) (Common Sense Exemption).

SECTION 4: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the Town Council’s intent that the provisions of this Ordinance be interpreted or implemented by the Town and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Summaries of Information.* All summaries of information in the findings herein are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the Town Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, this Ordinance’s provisions are severable.

SECTION 7: *Recordation.* The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the Town of Yucca Valley’s book of original ordinances; make a note of the passage and adoption of this Ordinance and cause it to be published or posted in accordance with California law.

SECTION 8: *Effective Date.* This Ordinance will become effective 30 days after second

reading and adoption.

PASSED AND ADOPTED this 16th day of September, 2025.

Jeff Drozd, Mayor

ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

Thomas Jex, Town Attorney