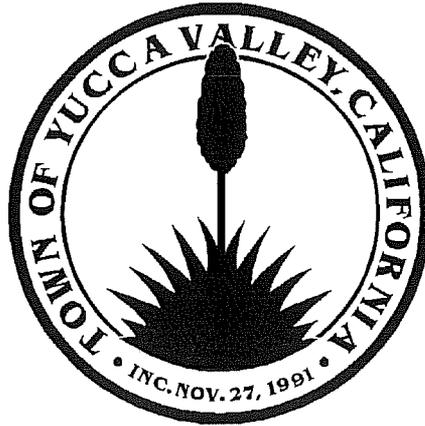


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



*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: 6:00 p.m.  
TUESDAY, AUGUST 6, 2013  
YUCCA VALLEY COMMUNITY CENTER  
YUCCA ROOM  
57090 - 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

\* \* \* \*

**TOWN COUNCIL**  
*Merl Abel, Mayor*  
*Robert Lombardo, Mayor Pro Tem Member*  
*George Huntington, Council Member*  
*Robert Leone, Council Member*  
*Dawn Rowe, Council Member*

\* \* \* \*

**TOWN ADMINISTRATIVE OFFICE:**  
**760-369-7207**  
**[www.yucca-valley.org](http://www.yucca-valley.org)**

**AGENDA  
MEETING OF THE  
TOWN OF YUCCA VALLEY COUNCIL  
TUESDAY AUGUST 6, 2013  
6:00 P.M.**

*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.*

*An agenda packet for the meeting is available for public view in the Town Hall lobby and on the Town's website, [www.yucca-valley.org](http://www.yucca-valley.org), prior to the Council meeting. Any materials submitted to the Agency after distribution of the agenda packet will be available for public review in the Town Clerk's Office during normal business hours and will be available for review at the Town Council meeting. Such documents are also available on the Town's website subject to staff's ability to post the documents before 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 subject on the agenda, or any subject not on the agenda during public comments, please fill out a card and give it to the Town Clerk. The Mayor/Chair will recognize you at the appropriate time. 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 Huntington, Leone, Lombardo, Rowe, and Mayor Abel.

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**AGENCY REPORTS**

**Chamber of Commerce**

1. Monthly Chamber of Commerce Report

**APPROVAL OF AGENDA**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

## CONSENT AGENDA

2. Waive further reading of all ordinances (if any in the agenda) and read by title only.

**Recommendation: Waive further reading of all ordinances and read by title only.**

- 1-30 3. Minutes of the Town Council Workshop of June 4, 2013, the Town Council Meeting of June 4, 2013, the Town Council Meeting of June 18, 2013, the Town Council Workshop of July 23, 2013, and the Special Town Council Meeting of July 23, 2013

**Recommendation: Approve the minutes of the Town Council Workshop of June 4, 2013, the Town Council Meeting of June 4, 2013, the Town Council Meeting of June 18, 2013, the Town Council Workshop of July 23, 2013, and the Special Town Council Meeting of July 23, 2013**

- 31-34 4. Monthly Fire Department Statistical Reports for May 2013 and June 2013

**Recommendation: Receive and file the monthly statistical Fire Department Reports for May 2013 and June 2013**

- 35-38 5. AB 1234 Reporting Requirements

**Recommendation: Receive and file the AB 1234 Reporting Requirement Schedule for the months of May 2013 and June 2013**

- 39-75 6. Lease Agreement - Yucca Valley BMX

**Recommendation: Approve the lease agreement between the Town of Yucca Valley and Yucca Valley BMX, Incorporated for use of specified Town property for bicycle motocross activities and events**

- 76-99 7. Contract Amendment No. 1- Overland Pacific & Cutler, Inc. Professional Services for Right-of-Way Acquisition. SR 62 PLHD Median Improvement Project – Apache to Palm Avenue. Proposed Amendment to Compensation for Additional Tasks and Services

**Recommendation: Approve Amendment No. 1 to the Agreement for Professional Consulting Services with Overland Pacific & Cutler, Inc., to provide additional required tasks and services specifically described in Consultant's Proposal dated July 18, 2013, and attached to the proposed amendment as Exhibit "A"; increasing the total compensation under the Agreement for Professional Consulting Services by \$25,000, bringing the total compensation under the Agreement to \$141,475.00.**

100-129 8. Warrant Register

**Recommendation:** Ratify the Payroll Registers total of \$634,625.11 for checks dated June 7, 2013 to July 5, 2013; Ratify the Warrant Registers total of \$1,180,548.85 for checks dated June 13, 2013 to July 25, 2013

*All items listed on the consent calendar are considered to be routine matters or are considered formal documents covering previous Town Council instruction. The items listed on the consent calendar may be enacted by one motion and a second. There will be no separate discussion of the consent calendar items unless a member of the Town Council or Town Staff requests discussion on specific consent calendar items at the beginning of the meeting. Public requests to comment on consent calendar items should be filed with the Town Clerk/Deputy Town Clerk before the consent calendar is called.*

**Recommendation:** Adopt Consent Agenda (items 2-8)

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_

**PUBLIC HEARINGS**

130-274 9. Development Code Amendment, DCA-01-13, Draft Development Code Article 6, Subdivision Regulations, CEQA Exemption, Section 15061(b)(3)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, BY ADOPTING ARTICLE 6, CHAPTERS 9.90 THROUGH 9.97, SUBDIVISIONS, AND REPEALING ARTICLES 1 THROUGH 13 OF CHAPTER 4 OF DIVISION 3, TITLE 8, DIVISION OF LAND PROCEDURES, SAN BERNARDINO COUNTY DEVELOPMENT CODE, AS ADOPTED AND AMENDED BY THE TOWN OF YUCCA VALLEY

Staff Report

**Recommendation:**

**A. Finds that the project is exempt from CEQA in accordance with Section 15061 (b)(3) of the California Environmental Quality Act. The proposed amendment to revise the Town’s Subdivision regulations has no**

potential to impact the environment. The proposed amendment does not alter the existing requirements that specific development projects must comply with the provisions of the California Environmental Quality Act. Development Code Amendment, DCA-01-03 meets the exemption criteria which states “that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA”.

**B. Adopt the Ordinance, and repeal Chapter 4, Division of Land Procedures, from Title 8 of the San Bernardino County Development Code as adopted by the Town of Yucca Valley.**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_.

## DEPARTMENT REPORTS

- 275-280 10. Contract Facility/Park Maintenance Services- Desert ARC, Authorization for Contract Services

**Recommendation: Authorize the Town Manager to enter into a professional services agreement with Desert ARC, with a maximum annual contract value of \$49,140, based upon organizational need and efficiency, and to return to the Town Council at Mid-Year Budget Review for program evaluation.**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_.

- 281-311 11. Town Council Compensation Review

Staff Report

**Recommendation: Receive update and provide direction to staff on possible action concerning adjustment to Town Council compensation**

Action: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Vote \_\_\_\_\_.

## FUTURE AGENDA ITEMS

## **PUBLIC COMMENTS**

*In order to assist in the orderly and timely conduct of the meeting, the Council takes this time to consider your comments on items of concern which are on the Closed Session or not on the agenda. When you are called to speak, please state your name and community of residence. Notify the Mayor if you wish to be on or off the camera. Please limit your comments to three (3) minutes or less. Inappropriate behavior which disrupts, disturbs or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Town Council is prohibited by State law from taking action or discussing items not included on the printed agenda.*

## **STAFF REPORTS AND COMMENTS**

### **MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

12. Council Member Leone
13. Council Member Rowe
14. Council Member Huntington
15. Mayor Pro Tem Lombardo
16. Mayor Abel

## **ANNOUNCEMENTS**

Time, date and place for the next Town Council meeting.

**6:00 p.m., Tuesday, August 20, 2013, Yucca Valley Community Center Yucca Room**

## **CLOSING ANNOUNCEMENTS**

## **ADJOURNMENT**

## Yucca Valley Town Council

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Town of Yucca Valley Town Council in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Yucca Valley Town Council, Commissions and Committees.

**Agendas** - All agendas are posted at Town Hall, 57090 Twentynine Palms Highway, Yucca Valley, at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the Town Hall offices located at 57090 Twentynine Palms Highway, Yucca Valley.

**Agenda Actions** - Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Town Council will generally consider items in the order listed on the agenda. However, items may be considered in any order. Under certain circumstances new agenda items can be added and action taken by two-thirds vote of the Town Council.

**Closed Session Agenda Items** - Consideration of closed session items, *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Mayor will announce the subject matter of the closed session. If final action is taken in closed session, the Mayor shall report the action to the public at the conclusion of the closed session.

**Public Testimony on any Item** - Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Town Council should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Town Clerk prior to the Council's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak. When recognized by the Mayor, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Council, speakers are limited to up to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Council at any one meeting. The Mayor or a majority of the Council may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Council member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** - The Council is concerned that discussion takes place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** - At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject with Council's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in Rule #4 still apply.*

**Disruptive Conduct** - If any meeting of the Council is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Mayor may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Council without first being recognized, not addressing the subject before the Council, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Council from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for all Town of Yucca Valley meetings. Your cooperation is appreciated!*

## ACRONYM LIST

ADA	Americans with Disabilities Act
CAFR	Comprehensive Annual Financial Report
CALTRANS	California Department of Transportation
CEQA	California Environmental Quality Act
CCA	Community Center Authority
CDBG	Community Development Block Grant
CHP	California Highway Patrol
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COP	Certificates of Participation
CPI	Consumer Price Index
ED	Economic Development
EIR	Environmental Impact Report (pursuant to CEQA)
GAAP	Generally Accepted Accounting Procedures
GASB	Governmental Accounting Standards Board
IIEP	Inland Empire Economic Partnership
IIPP	Injury and Illness Prevention Plan
IRC	Internal Revenue Code
LAIF	Local Agency Investment Fund
LLEBG	Local Law Enforcement Block Grant
LTF	Local Transportation Fund
MBTA	Morongo Basin Transit Authority
MBYSA	Morongo Basin Youth Soccer Association
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MUSD	Morongo Unified School District
PARSAC	Public Agency Risk Sharing Authority of California
PERS	California Public Employees Retirement System
PPA	Prior Period Adjustment
PVEA	Petroleum Violation Escrow Account
RDA	Redevelopment Agency
RSA	Regional Statistical Area
RTP	Regional Transportation Plan
SANBAG	San Bernardino Associated Governments
SCAG	Southern California Association of Governments
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TEA-21	Transportation Enhancement Act for the 21 <sup>st</sup> Century
TOT	Transient Occupancy Tax

## COUNCIL COMMITTEE MEETING TIMES

<u>COMMITTEE</u>	<u>REPRESENTATIVE</u>	<u>TIMES</u>	<u>LOCATION</u>
SANBAG	HUNTINGTON ROWE (ALT)	9:30am 1st Wed	San Bernardino
MEASURE I	HUNTINGTON ROWE (ALT)	9:00 a.m. 3rd Fri.	Apple Valley
DESERT SOLID WASTE JPA	HUNTINGTON LOMBARDO (ALT)	10:00am 2nd Thurs Feb, May, Aug, Nov	Victorville
SOLID WASTE ADVISORY TASK FORCE	HUNTINGTON	2 times per year	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT/MOUNTAIN DIVISION	LOMBARDO ROWE (ALT)	10:00am. 4th Fri quarterly	Various Locations
MORONGO BASIN TRANSIT AUTHORITY	ABEL HUNTINGTON ROWE (ALT)	5:00 pm 4th Thurs	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	ABEL ROWE (ALT)	10:00am 4th Mon	Victorville
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	MAYOR		
LEGISLATIVE TEAM	HUNTINGTON ROWE		Proposed for Council Member to work with Town Manager meeting with legislators when necessary.
FLOOD CONTROL ZONE 6	MAYOR		
CITY/COUNTY ANIMAL SERVICES JPA	HUNTINGTON LOMBARDO	10:00 a.m. last Thurs.	Yucca Valley
SPORTS COUNCIL	HUNTINGTON	March, June, Sept., Oct.	Yucca Valley

**AD HOC COMMITTEES**

SENIOR HOUSING

HUNTINGTON  
ROWE

SEWER FINANCING

ROWE  
LEONE

COUNCIL RULES & PROCEDURES

MORONGO UNIFIED SCHOOL DISTRICT

ROWE

AUDIT

BREHM PARK

ABEL  
LOMBARDO

COUNTY BUDGET COMMITTEE

ROWE  
HUNTINGTON

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL WORKSHOP MINUTES  
JUNE 4, 2013**

**OPENING CEREMONIES**

Mayor Pro Tem Lombardo called the workshop to order at 5:05 p.m.

Council Members Present: Huntington, Leone, Rowe and Mayor Pro Tem Lombardo. Mayor Abel was not in attendance due to family commitments.

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Captain Boswell, and Deputy Town Clerk Copeland

**PRESENTATIONS**

**1. San Bernardino County Fire Department Fire Safe and Defensible Home Presentation**

Fire Battalion Chief Gary Bush introduced Fire Captain Jay Dimoff who presented the Ready, Set Go Video. The video explained the importance of a family evacuation plan, creating a defensible space around the home. Dimoff also presented information on the Urban Interface Residential Assessment Program offered by San Bernardino County Fire and are currently visiting homes in Yucca Valley as part of this program. A second video was presented showing San Bernardino county fire suppression activity.

Chief Bush and Captain Dimoff fielded questions from the Town Council on fire suppression activity.

**2. National Parks Conservation Association- Desert Renewable Energy Conservation Plan Presentation**

Seth Shtier from the National Parks Conservation Association presented information on the National Parks Conservation Association. Shtier also presented information on renewable energy and the role of NPCA in providing conservation plans for the benefit of land use decisions. Shtier asked the Town Council to consider passing a resolution in support of the Desert Renewable Energy Plan.

Shtier fielded inquiries from the Town Council.

Richard Harlan, Yucca Valley, asked the Town Council to consider both sides before considering a resolution.

Consensus was made to discuss the Desert Renewable Energy Plan at a future Town Council meeting.

Mayor Pro Tem Lombardo closed the Town Council Workshop at 6:10 pm.

Respectfully submitted,

Lesley Copeland  
Deputy Town Clerk

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
JUNE 4, 2013**

**OPENING CEREMONIES**

Mayor Pro Tem Lombardo called the meeting to order at 6:10 p.m.

Council Members Present: Huntington, Leone, Rowe and Mayor Pro Tem Lombardo. Mayor Abel was unable to attend due to family commitments.

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Captain Boswell, and Deputy Town Clerk Copeland

**PLEDGE OF ALLEGIANCE**

Led by Jennifer Collins, Yucca Valley Chamber of Commerce

**INVOCATION**

Led by Pastor Chris Wagner, Joshua Springs Community Chapel

**AGENCY REPORTS**

**1. Yucca Valley Chamber of Commerce**

Jennifer Collins, Yucca Valley Chamber of Commerce President, presented the monthly chamber of commerce report for May 2013.

Margo Sturges, Yucca Valley spoke about the sign replacement project sponsored by the Yucca Valley Chamber of Commerce

Jennifer Collins responded to public inquiry regarding the sign project.

**APPROVAL OF AGENDA**

Margo Sturges, Yucca Valley inquired about the ad-hoc committee titles listed on the agenda.

Ron Cohen, Yucca Valley questioned the lack of prepared minutes on the agenda.

Council Member Rowe moved to approve the agenda. Council Member Huntington seconded. Motion carried 4-0-0-1 on a voice vote.

**CONSENT AGENDA**

2. Waive, further reading of all ordinances and read by title only.
3. Receive and file the FY 2012-13 Third Quarter Budget Report
4.
  - 1) Reject one claim filed against the Town of Yucca Valley submitted on April 25, 2013 by Friederich Koenig.
  - 2) Reject the first amended claim filed against the Town of Yucca Valley submitted on May 28, 2013 by Friederich Koenig.
  - 3) Reject any claim from the claimant, Friederich Koenig, based on the same operative facts and allegations as stated in the original and first amended claims.
5. Award the construction contract to JMJ Construction, Inc., in the amount of \$187,969, and authorize a construction contingency in the amount of \$18,750, for a total contract amount not to exceed \$206,718, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.

Ron Cohen, Yucca Valley spoke on items 3 and 5, questioning the figures stated in the budget report. Cohen voiced concern about the playground construction schedule.

Fritz Koenig, Yucca Valley spoke on item 4.

Claude Short, Yucca Valley spoke on item 5 regarding the playground construction schedule.

Town Manager Nuaimi described the revenue flow during the course of Town business throughout the year and how it affects budget numbers.

Deputy Town Manager Stueckle explained the timing of the Community Center playground construction is restricted through funding sources.

Council Member Rowe moved to approve the consent agenda, Council Member Huntington seconded. Motion carried 4-0-0-1 on a voice vote.

## **PUBLIC HEARING**

### **6. Street Vacation SV-01-13**

Mayor Pro Tem Lombardo opened the public hearing and questioned if the Town Clerk has any written communication regarding the street vacation. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle explained that a portion of the legal description is incorrect and requested that the item be continued to the Town Council meeting of June 18, 2013.

With no public in attendance wishing to speak on the item, Lombardo announced keeping the public hearing open until its continuance on June 18, 2013.

Council Member Leone moved to continue the item to the Town Council meeting of June 18, 2013. Council Member Rowe seconded. Motion carried 4-0-0-1 on a voice vote.

**7. Development Code Amendment, DCA 01-13 Housing Element Update, State Mandated Regulations, Reasonable Accommodations Ordinance**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 3, CHAPTER 3 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY ADDING ARTICLE 9, SECTION 83.0309, REASONABLE ACCOMMODATIONS

Mayor Pro Tem Lombardo introduced the ordinance and opened the public hearing. Lombardo questioned if the Town Clerk has any written communication regarding the Reasonable Accommodations Ordinance. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the staff report regarding reasonable accommodations and explained that the Development Code Amendment is at the request of the State Housing and Community Development (HCD). The amendment is part of the General Plan Update Project and is based upon review of the Draft Housing Element.

Mayor Pro Tem Lombardo opened the public hearing. With no one wishing to speak, Lombardo closed the public hearing.

Council Member Huntington moved to find that the proposed ordinance is exempt from CEQA under Section 15061 (b) (3) and introduce the Ordinance. Council Member Rowe seconded. Motion carried 4-0-0-1 on a voice vote.

**8. Development Code Amendment, DCA 02-13 Housing Element Update, State Mandated Regulations, Density Bonus and Development Incentives Ordinance**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 7 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY ADDING CHAPTER 11, SECTIONS 87.1110-87.1180, DENSITY BONUS AND OTHER HOUSING DEVELOPMENT

Mayor Pro Tem Lombardo introduced the ordinance and opened the public hearing. Lombardo questioned if the Town Clerk has any written communication regarding the Density Bonus and Development Incentives Ordinance. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the staff report and explained the purpose of the Density Bonus and Development Incentives Ordinance. State Housing and Community Development (HCD) identified and requested that the Town enact regulations and standards as part of the General Plan Update Project after review of the Draft Housing Element. Stueckle

explained how the density bonuses are calculated and reviewed to arrive at the required percentage of total housing units for incentives or concessions.

With no one wishing to speak, Mayor Pro Tem closed public comment.

Council Member Huntington moved to find the ordinance exempt from CEQA under Section 15061 (b) (3) and introduce the ordinance. Council Member Rowe seconded. Motion carried 4-0-0-1 with a voice vote.

**9. Development Code Amendment, DCA 03-13 Housing Element Update, State Mandated Regulations, Emergency Homeless Shelters, Single Room Occupancy Ordinance**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 4, CHAPTER 3, SECTION 84.0370 TO ALLOW EMERGENCY TRANSITIONAL HOUSING AND SINGLE ROOM OCCUPANCY UNITS WITHIN THE INDUSTRIAL LAND USE DISTRICT

Mayor Pro Tem Lombardo introduced the ordinance and opened the public hearing. Lombardo questioned if the Town Clerk has any written communication regarding the Density Bonus and Development Incentives Ordinance. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the item and explained that the purpose of the Emergency Homeless Shelters, Single Room Occupancy Ordinance is the State Housing and Community Development (HCD) is requesting the Town enact regulations and standards as a part of the General Plan Update Project and based upon Draft Housing Element review. Stueckle gave a description of Emergency Homeless Shelters and clarified that this is not for the purpose of emergency shelter in response to a disaster, but in regards to homelessness.

The Housing Element Policy 3.f requests the amendment to the Development Code to allow Homeless Shelters by right, with approval of a Site Plan Review in the Industrial and/or Quasi-Public zoning designations. Deputy Town Manager Stueckle continued by explaining the requirements for Emergency Transitional Housing (Homeless Shelter).

Rae Packard, Yucca Valley, spoke in favor of the ordinance.

Council Member Huntington inquired about the inclusion of ADA regulations for the transitional housing.

Deputy Town Manager Stueckle clarified the state mandate requires local agencies to make the process available through local regulations, not a requirement to build or fund the construction of emergency transitional housing.

Council Member Huntington moved to find the ordinance exempt from CEQA under Section 15061 (b) (3) and introduce the ordinance. Council Member Leone seconded. Motion carried 4-0-0-1 on a voice vote.

**10. Development Code Amendment, DCA 04-13 Housing Element Update, State Mandated Regulations, Second Dwelling Units**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 4, CHAPTER 3, SECTION 84.0305(b), 84.0320(b) AND 84.0325(b), CHAPTER 5, SECTION 84.0510 RELATING TO ACCESSORY USES

Mayor Pro Tem Lombardo introduced the ordinance and opened the public hearing. Lombardo questioned if the Town Clerk has any written communication regarding the Density Bonus and Development Incentives Ordinance. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the staff report to explain the requirements addressing second dwelling units. The existing Housing Element, Program 9 B requires an amendment to the development code to allow Second Units on single family residential lots consistent with state law. AB1866 implemented mandates on local governments to enact regulations which expand the supply of housing through the development of second units.

Fritz Koenig, Yucca Valley, spoke on square footage requirements of a second unit.

Curt Duffy, Yucca Valley, commented on waste water demands with the development of second units.

Council Member Leone inquired on how this impacts other buildings such as garages and barns.

Deputy Town Manager Stueckle explained that the discussion this evening is strictly on second dwellings and not on accessory structures and noted that the Planning Commission will continue to discuss accessory structure provisions and how they tie in with second dwellings. The set of regulations discussed this evening does not affect accessory structures.

Council Member Rowe questioned if the minimum and maximum second dwelling size was a state or Town mandate. Deputy Town Manager Stueckle explained that the dwelling size is in the current Town standards and are not being changed at this time until the Planning Commission has an opportunity to review the accessory structure regulations to ensure they work cohesively together. Rowe commented that she would like the Planning Commission to consider the eclectic community we live in and not be too restrictive in its recommendations.

Mayor Pro Tem Lombardo commented on need to review the minimum and maximum unit size of second dwellings.

Council Member Huntington moved to find the ordinance exempt from CEQA under Section 15061 (b) (3) and introduce the ordinance. Council Member Rowe seconded. Motion carried 4-0-0-1 on a voice vote.

## DEPARTMENT REPORTS

### 11. **Appointment of Voting Delegate and Alternates to the League of California Cities Annual Conference**

Town Manager presented the item, explaining that the League of California Cities offers an annual conference which alternates between Northern and Southern California each year. This year, the conference will be held in Sacramento near the end of September 2013. Nuaimi explained that typically the voting delegate is the mayor.

With no one wishing to speak, public comment was closed.

Council Member Huntington moved to delegate the Mayor as voting delegate and the Mayor Pro Tem as the alternate for the business meeting of the League of California Cities Annual Conference. Council Member Rowe seconded. Motion carried 4-0-0-1 on a voice vote.

## FUTURE AGENDA ITEMS

Council Member Huntington asked for the Town Council to discuss the AB1213 regarding bobcat trapping. Council Member Leone and Mayor Pro Tem Lombardo agreed to bring back for discussion.

Council Member Leone stated he would like the Town Council to discuss the hours of operation of Town facilities. Council Members Rowe and Huntington and Mayor Pro Tem Lombardo suggested keeping this discussion at a staff level instead of an agenda item.

## PUBLIC COMMENT

Rae Packard, Yucca Valley, spoke about an incident with a Town Planning Commissioner.

Margo Sturges, Yucca Valley, spoke about the distribution of flyers and public record requests.

Lori Herbel, Yucca Valley commented on the draft budget document

Richard Harlan, Yucca Valley commented on the new traffic signals in town.

Curt Duffy, Yucca Valley spoke on the process of placing items on the Town Council agenda for discussion.

Fritz Koenig, Yucca Valley commented on the Town Council's decision to reject his claim.

Claude Short, Yucca Valley spoke on the potential recall election costs.

#### STAFF REPORTS AND COMMENTS

Town Manager Nuaimi explained the new traffic signals being installed include cameras to detect traffic flows, instead of the induction loops in the asphalt. The cameras are not used for red-light enforcement. Nuaimi described the process in which items are included on a Town Council agenda.

Mayor Pro Tem Lombardo admonished a member of the audience that he was being disruptive by interrupting Town staff comments.

Town Attorney Laymon clarified the Brown Act regulations on responding to the public during public comment. She indicated that the Brown Act restricts the Council from discussing or taking action on items brought up during Public Comment. However, the act does allow staff to provide responses to inquiries.

Town Manager Nuaimi announced that the recipient of the Town's full-time Employee of the Year is Kim Casey, Animal Control Officer II, stating she is a tremendous asset to the community. The part-time Employee of the Year is Rose Stewart, Maintenance Worker I, as she does a fantastic job for the organization and always with a smiling face.

Administrative Services Director Yakimow announced the aquatics program registration is underway and the pool activities will begin on June 17<sup>th</sup>.

#### MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

12. **Council Member Leone** congratulated Kim Casey for her award.
13. **Council Member Rowe** congratulated Kim as well.
14. **Council Member Huntington** announced his upcoming meeting with SANBAG and congratulated Kim for her award.
15. **Mayor Pro Tem Lombardo** congratulated Kim and thanked her for rounding up the loose mules found on his driveway late one night.

#### ANNOUNCEMENTS

Next Town Council Meeting, 6:00 p.m. Tuesday, June 18, 2013, Yucca Valley Community Center, Yucca Room

#### ADJOURNMENT

There being no further business the meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Lesley Copeland, CMC  
Deputy Town Clerk

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
JUNE 18, 2013**

**OPENING CEREMONIES**

Mayor Abel called the meeting to order at 6:00 p.m.

Council Members Present: Huntington, Leone, Lombardo, Rowe and Mayor Abel

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Captain Boswell, and Deputy Town Clerk Copeland

**PLEDGE OF ALLEGIANCE**

Led by Mayor Abel

**PRESENTATIONS**

**Employees of the Year**

Rose Stewart was awarded as the Town of Yucca Valley's part-time employee of the year. Kim Casey, Animal Control Officer II was awarded as the Town of Yucca Valley's full-time employee of the year. Both were presented with plaques and well wishes by the Town Council.

**Retirees- Jamie Anderson and Jim Schooler**

Jamie Anderson was recognized by the Town Council for her career in public service as Town Clerk for the Town of Yucca Valley.

Jim Schooler was recognized by the Town Council for his many years of service as Community Services Director for the Town of Yucca Valley.

**AGENCY REPORTS**

**1. Hi Desert Water District**

Mark Ban, Director of Operations for Hi Desert Water District presented a water and wastewater update. Ban announced the date and time of the Water Quality Control Board meeting for June 20, 2013 at 10 a.m. at the Yucca Valley Community Center.

**APPROVAL OF AGENDA**

Council Member Huntington moved to approve the agenda. Council Member Leone seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

Council Member Leone requested that items 7 and 9 be pulled from the consent agenda.

2. **Waive**, further reading of all ordinances and read by title only.
3. **Adopt** Ordinance No. 238, amending the Development Code relating to Second Dwelling Units

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 4, CHAPTER 3, SECTION 84.0305(b), 84.0320(b) AND 84.0325(b), CHAPTER 5, SECTION 84.0510 RELATING TO ACCESSORY USES

4. **Adopt** Ordinance No. 239, amending the Municipal Code by adding section relating to Density Bonus

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA, AMENDING TITLE 8, DIVISION 7 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY ADDING CHAPTER 11, SECTIONS 87.1110-87.1180, DENSITY BONUS AND OTHER HOUSING DEVELOPMENT INCENTIVES

5. **Adopt** Ordinance No. 240, amending the Development Code to allow Emergency Transitional Housing and Single Room Occupancy Units within the Industrial Land Use District

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA, AMENDING TITLE 8, DIVISION 4, CHAPTER 3, SECTION 84.0370 TO ALLOW EMERGENCY TRANSITIONAL HOUSING AND SINGLE ROOM OCCUPANCY UNITS WITHIN THE INDUSTRIAL LAND USE DISTRICT

6. **Adopt** Ordinance No. 241, amending the Municipal Code by adding section addressing Reasonable Accommodations

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA, AMENDING TITLE 8, DIVISION 3, CHAPTER 3 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE BY ADDING ARTICLE 9, SECTION 83.0309, REASONABLE ACCOMMODATIONS

7. Item Pulled
8. **Adopt** Resolution No.13-23, authorizing the annual levy of special taxes for Community

Facilities District No. 11-1, for fiscal year 2013-14

- 9. Item Pulled
- 10. **Award** construction contract to Pavement Coatings Company, in the amount of \$364,700 and authorizes a construction contingency in the amount of \$35,300, for a total contract amount of \$400,000, authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.
- 11. **Ratify** the Warrant Register total of \$90,288.46 for checks dated May 30, 2013.  
**Ratify** the Payroll Register total of \$154,658.57 for checks dated May 24, 2013

Ron Cohen, Yucca Valley commented on items included in the warrant register addressed to Administrative Services Director Yakimow earlier in the day.

Council Member Huntington moved to approve the consent agenda, (Items 2-6, 8, 10 and 11) Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

- AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

**Item 7- Network Support Services- Professional Services Agreement**

James Walker, Yucca Valley questioned the renewal of the existing contract instead of going out to bid.

Ron Cohen, Yucca Valley spoke against the award of bid.

Community Services Director Yakimow explained the current timeline and that an RFP for contract information technology services was conducted in 2011. Going out to bid each time the annual contract is up for renewal is not efficient. Town staff has been very pleased by the service provided by Southwest Networks. At the time of the RFP, the cost was competitive with other responding firms.

Council Member Leone stated that he would like to see more local businesses bid on these contracts.

Council Member Huntington moved to authorize a one-year extension through June 30, 2014 of the current contract with Southwest Networks, Inc. to provide professional network maintenance and computer services, and authorize the Town Manager to make any necessary non-substantive changes and sign all related documents in a form approved by the Town Attorney and to release

an RFP before returning the information technology contract in the future. Council Member Lombardo seconded. Motion carried 5-0 on a voice vote.

**Item 9- SR62 @ Dumosa Traffic Signal Project: San Bernardino Associated Governments (SANBAG) Project Funding Agreement C13161**

Council Member Leone stated he was in favor of the funding agreement with SANBAG for the Dumosa Signal, but was opposed to the closure of Antelope Trail.

Fritz Koenig, Yucca Valley spoke in opposition of the Dumosa traffic signal.

Council Member Rowe moved to approve Project Funding Agreement C13161 between the Town of Yucca Valley and SANBAG. Council Member Huntington seconded. Motion carried on a 4-1 voice vote.

- AYES:** Council Members Huntington, Lombardo, Rowe and Mayor Abel
- NOES:** Leone
- ABSTAIN:** None
- ABSENT:** None

**PUBLIC HEARING**

**12. Resolution No. 13-24, Annual Assessment Engineer’s report for Previously Formed Street and Draining and Landscape & Lighting Maintenance Districts Levying Annual Assessments Upon Real Property Within the Districts.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA CONFIRMING THE ASSESSMENTS AS SET FORTH IN THE ENGINEER’S REPORTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND STREET AND DRAINAGE MAINTENANCE DISTRICTS AND DECLARING ITS INTENT LEVY AND COLLECT ASSESSMENTS UPON REAL PROPERTY WITHIN SAID DISTRICTS FOR THE 2013-14 TAX YEAR

Mayor Abel opened the public hearing and questioned if the Town Clerk has any written communication regarding the street vacation. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the staff report and explained that before the annual assessment can be established, Town Council approval is necessary following a public hearing. The assessment of an annual fee upon properties within the district provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

With no one wishing to speak on the item, Mayor Abel closed the public hearing.

Council Member Leone questioned if homeowners are noticed that the levy will go into effect. Deputy Town Manager Stueckle explained that when the Assessment Districts are formed, the property owners vote on the initial levy. In subsequent years, if the annual levy were to exceed the maximum allowable charges as stated in the original levy, the property owners would be required to vote on the increase.

Council Member Leone moved to adopt the Resolution 13-24, approving and confirming the assessments as set forth in the Engineer’s Reports and declares its intent to levy and collect assessments upon real property within the existing districts for the 2013-14 tax year, and authorizes the levy of assessments as recommended in the Engineer’s Reports. Mayor Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

- AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

**13. Resolution No. 13-25, Street Vacation SV-01-13, SR 62 Outer Highway North, SR 62 @ Dumosa Avenue 7,567 square feet relinquishment of the outer highway on SR 62. APN 0595-371-41**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA APPROVING STREET VACATION SV-01-13 VACATING THAT PORTION OF EASEMENT ON ASSESSOR’S PARCEL NO. 0595-371-41 AS IDENTIFIED IN THE ATTACHED LEGAL DESCRIPTIONS

Mayor Abel explained that the public hearing is a continuance of the June 4, 2013 Yucca Valley Town Council meeting. Abel questioned if the Town Clerk has any written communication regarding the Street Vacation SV-01-13 resolution. Deputy Town Clerk Copeland advised no written communication has been received.

Deputy Town Manager Stueckle presented the staff report and explained that the street vacation is an essential component for public utility accommodations.

With no one wishing to speak, Mayor Abel closed the public hearing.

Council Member Leone asked for clarification that the street vacation will not affect the restaurant located adjacent to Dumosa Ave. Deputy Town Manager Stueckle confirmed that the street vacation is on the west side of Dumosa.

Council Member Huntington moved to: 1) Approve the granting of an easement to the public for street and utility purposes for Dumosa Avenue, as described in Attachment “A” to this staff report, and authorizes the Mayor to sign the grant of easement, and directs the Town Clerk to record the easement with the San Bernardino County Recorder’s Office. 2) As recommended by

the Planning Commission at their meeting of April 9, 2013, approve Resolution No. 13-25 vacating approximately 7,567 square feet of that portion of the existing highway easement across Assessor's Parcel Number 595-371-41, as specifically identified in Exhibit "B: to this staff report, and directing the Town Clerk to record the vacation with the San Bernardino County Recorder's Office. Mayor Pro Tem Lombardo seconded. Motion carried 5-0 on a voice vote.

**AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

## DEPARTMENT REPORTS

### 14. **Resolution No. 13-26, Desert Renewable Energy Conservation Plan; Utility-Scale Renewable Energy Projects; AB12-13 Bobcat Protection Act of 2013 Status Update**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA REQUESTING THE CALIFORNIA ENERGY COMMISSION TO HOLD PUBLIC WORKSHOPS IN THE MORONGO BASIN FOR THE DESERT RENEWABLE ENERGY CONSERVATION PLAN

Deputy Town Manager Stueckle presented the staff report and explained that the resolution is in response to council direction at the June 4, 2013 meeting. The purpose of the resolution is to encourage local, public participation with the Desert Renewable Energy Conservation Plan. The resolution also requests the California Energy Commission to analyze the socio-economic impacts in Morongo Basin communities from each of the DRECP alternatives.

Deputy Town Manager Stueckle presented an update on AB12-13 Bobcat Protection Act of 2013 including geographical boundaries and the changes in the legislation as it moves through the standard process. If adopted, the legislation would prohibit the trapping of bobcats on the south side of Highway 62, to the intersection of Highway 62 with Interstate 10 to the west, Interstate 10 to the south, and Highway 177 to the east.

With no public wishing to speak, Mayor Abel closed public comment.

Council Member Huntington announced that San Bernardino County has placed a 45-day moratorium on all commercial solar projects.

Council Member Rowe stated that in recent correspondence, the DRECP, the State Energy Commission and San Bernardino County have agreed to meet in Lucerne Valley, Morongo Valley, and Johnson Valley during July and August for public outreach in the Hi-Desert.

Council Member Leone expressed concern for intrusive windmill construction in the Morongo Basin.

Mayor Pro Tem Lombardo commented on the benefit of possible impact fees paid by commercial energy companies.

Mayor Pro Tem Lombardo moved to adopt the Resolution 13-26, requesting the California Energy Commission to convene meetings in the Morongo Basin to allow for public participation of Morongo Basin residents in the development of the Desert Renewable Energy Conservation Plan. Council Member Huntington seconded. Motion carried on a 5-0 voice vote.

- AYES:** Council Members Huntington, Leone, Lombardo, Rowe and Mayor Abel
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None

**15. Five Year Capital Improvement Program**

Deputy Town Manager Stueckle presented the staff report and explained that the Capital Improvement Program (CIP) is a planning tool for the expenditure of resources for public infrastructure. Stueckle reviewed the key projects contained in the CIP and thanked Town engineering and finance staff for the collaborative work in bringing this plan forward.

Ron Cohen, Yucca Valley, commended staff on the CIP document and questioned how unfunded projects are brought into the plan.

Margo Sturges, Yucca Valley questioned the lack of projects listed in years 3, 4 and 5.

Mayor Abel commented on the CIP document that with all the unfunded projects listed, finding funding is the key in bringing these forward. Abel stated he is looking forward for the completion of the signal synchronization project and would like to see a way for additional signals to be included in that plan.

Council Member Rowe explained that the projects listed do drop off after the first couple of years and is because the funding is not in place. Once a budget is established for projects, they are moved from unfunded to the calendar.

Town Manager Nuaimi reminded that with the dissolution of RDA funding, many of these projects are awaiting alternative funding. Development impact fees are predominantly from the retail side of development and is targeting road and flood control infrastructure and not the other projects listed in the plan. With the recession and the lack of RDA funding, the CIP shows a significant level of unfunded projects and a significant drop off in the out-years.

Council Member Rowe requested that staff work on an update to the Parks Master Plan. Town Manager Nuaimi explained that a series of updates is required for consideration. This series begins with the General Plan Update which is currently in progress. Once the updated General

Plan is adopted and includes projected growth periods, the other plans such as the Parks Master Plan, the Storm Drain Master Plan can follow as long as resources are available to do so.

Mayor Pro Tem Lombardo thanked staff for their hard work with the CIP and the budget. With more than 10 million dollars' worth of capital improvement projects and relatively little local funds to bring the projects forward is incredible and shows resourcefulness of the Town staff.

Council Member Huntington questioned if some of the items listed were from the Parks Master Plan and the Public Facilities Master Plan and forecasted the need for infrastructure as the community grew. Deputy Town Manager Stueckle confirmed that as a planning tool, these documents do list needed infrastructure necessary for the organization to provide appropriate service to a growing community.

Council Member Leone commented on the proposed equestrian center in the Yucca Mesa area.

Council Member Leone moved to:

- 1) Find that the project is exempt from CEQA in accordance with Section 15378 (b)(4) and Section 15061 (b)(3) of the California Environmental Quality Act. The Capital Improvement Program is not a project nor is there possibility of a significant effect on the environment from the Program. Further the CIP does not result in a commitment to any specific project.
- 2) Adopt the Five Year Capital Improvement Program for Fiscal Years 2013/2014 through 2017/2018.

Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

## **16. Fiscal Year 2013-14 Proposed Budget Adoption**

Administrative Services Director Yakimow presented the staff report and explained the budget process beginning in January 2013. With five public budget workshops, Yakimow thanked the public for the participation throughout the process. The budget priorities addressed in the budget document includes:

- Public Safety – Schedule A Funding Restored
- Emphasis on Fiscal Responsibility- Balanced Budget
- Addresses Projected Structural Deficit
- Begins to Fund Previously Unfunded Liabilities
- Continues to Provide Stable Reserves
- Implements Funding Strategy for Major Capital Projects

Administrative Services Director Yakimow continued by presented a budget summary and recap with anticipated revenues of \$9.2 million and reserves of \$6.6 million. Total expenditures are projected at \$9.1 million with a 15% reduction of full-time personnel positions. Public Safety is fully funded including the restoration of the Sheriff's Safety Specialist. The budget does not

provide for a cost of living adjustment (COLA) for employees. Town staff continues to work on modifications on public partnerships and contracts.

Bill Neeb, Indio, thanked staff and the Town Council for their hard work and keeping stable reserves.

Ron Cohen, Yucca Valley, spoke in opposition of the budget document

Margo Sturges, Yucca Valley, commented on the 2012-13 budget transmittal letter, the use of budget reserves and funding the Sheriff's Safety Specialist.

Hilary Slotta, Yucca Valley, thanked the Town Manager for his hard work in procuring alternative funding for the Summer Music Festival

Joe Sullivan, Yucca Valley, thanked Town staff and spoke in favor of the budget document.

Mayor Abel asked the staff to address items presented during public comment. Town Manager responded to comments regarding, unfunded liabilities, retirement costs, reserve levels, and the Sheriff's Safety Specialist.

Administrative Services Director Yakimow explained GANN limitation, setting the maximum amount of taxes the Town of Yucca Valley can collect at \$32 million annually. With projected tax revenues estimated at \$7.3 million, the Town is far below the maximum cap.

Mayor Abel stated he is very pleased with the transparent process used to create the proposed budget. For the past six months, workshops were planned, information prepared and hearings held. Abel explained he understands the need for efficiency with such a small staff and limited funding.

Council Member Rowe thanked staff for their work and the public for their input during the budget preparation process.

Mayor Pro Tem Lombardo stated it is apparent that the budget preparation was a collaborative effort between staff and the public and commented that local government budgeting is different than private industry. Because of these differences, Lombardo thanked staff for presenting the information in a clear manner.

Council Member Huntington cautioned staff to watch salary and benefit costs in the future.

Council Member Leone thanked Town Manager Nuaimi for his true-to-fact budget transmittal letter and spoke against staff salaries as how they compare to the revenues of a community this size. Leone stated he is fearful of the future now that big-government is in Yucca Valley.

Council Member Rowe responded to Leone's statement and gave a reminder that the current Town Manager's salary is less than the former Town Manager.

Mayor Abel spoke in favor of the Town Manager's salary and explained with the Town Manager's expertise, outside funding has been brought into the community to complete several projects that were unreachable in the past.

Council Member Rowe moved to:

- Adopt Resolution No. 13-27 approving the fiscal year 2013-14 proposed budget, and designating those officials authorized to make requisitions for encumbrances against appropriations.
- Adopt Resolution No. 13-28 establishing the spending limitation for fiscal year 2013-14.
- Adopt Resolution No. 13-29 authorizing positions for fiscal year 2013-14, and authorizing pay ranges for such positions for fiscal year 2013-14, effective with the payroll dated July 19, 2013.
- Approve an amendment to the contract with the San Bernardino County Sheriff's Department, and authorize the Town Manager to sign on behalf of the Town.
- Approve the staff recommendation regarding the public safety budget including the rollover of the FY 2012-13 service level,
- Approve the staff recommendation of the transfer of fund balance in an amount of \$170,000 to be used in meeting a portion of the Town's infrastructure deficit.

Council Member Huntington seconded. Motion carried on 4-1 on a roll call vote.

**AYES:** Council Members Huntington, Lombardo, Rowe and Mayor Abel  
**NOES:** Leone  
**ABSTAIN:** None  
**ABSENT:** None

#### **FUTURE AGENDA ITEMS**

None

#### **PUBLIC COMMENT**

Charles McHenry, Yucca Valley, spokes about the recent art exhibit opening at the Hi Desert Nature Museum, thanked the museum staff and encouraged visitors to sign the log book.

Paul Hoffman, Yucca Valley, spoke against the potential recall of two council members.

Cary Harwin, Yucca Valley thanked Town staff and the Town Council for the transparent budget process and spoke against the potential recall.

Art Miller, Jr. Yucca Valley thanked council and staff for due diligence with the budget process this year and spoke in support of the California Welcome Center and the Hi Desert Nature Museum.

Scot McKone, Yucca Valley spoke against the potential recall.

Margo Sturges, Yucca Valley commented on the freedom and rights of Americans in government and spoke in favor of the potential recall.

Joe Sullivan, Yucca Valley spoke against the potential recall. Our local government is transparent, thanks to staff and town council.

Marge Crouter, Yucca Valley, asked for Town Council support in enforcement of the Night Sky Ordinance.

Jamie Anderson, Yucca Valley, thanked the Town Council for their dedication to the community and stated it was a pleasure working with them.

Jennifer Collins, Yucca Valley, thanked the Town Council and Town staff for moving many projects forward for the benefit of the community.

Fritz Koenig, Yucca Valley, spoke on transparency in government and the culture of Yucca Valley.

Robert Dunn, Yucca Valley, thanked the Town Council for representing the people of the community and spoke against the potential recall.

Hilary Slotta, Yucca Valley, spoke against the potential recall and thanked staff and Town Council for serving the people of Yucca Valley

Bob Stadum, Yucca Valley, commented on the democracy process and gave thanks to the Town Council

Bill Warner, Yucca Valley offered gratitude with the Town Council for representing the residents of Yucca Valley and spoke in opposition of the proposed recall effort.

Sarann Graham, Yucca Valley, spoke in opposition of the proposed recall and thanked council for their dedicated service.

Sheldon Hough, Yucca Valley commented on the good things happening in the community and spoke against the proposed recall.

**STAFF REPORTS AND COMMENTS**

Town Manager Nuaimi thanked Town staff for their commitment to the organization and the extra efforts put forth because of the reduction in Town personnel.

Nuaimi reminded the Town Council of the Regional Water Quality Board meeting on Thursday, June 20<sup>th</sup>.

Nuaimi thanked the Town Council for their input and policy direction given to staff to pass a balanced budget, and announced that the Town Council will be dark in July.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

17. **Council Member Leone** congratulated the retirees, Jim and Jamie for their service and to the Employees of the Year, Kim and Rose for their fantastic work.
18. **Council Member Rowe** congratulated the retirees, the employees of the year and the Sheriff's department for their service.
19. **Council Member Huntington** also congratulated Jim, Jamie, Kim and Rose. Huntington thanked the Museum staff for a wonderful reception last Friday and stated the recent Drug Court Graduation was an uplifting event.
20. **Mayor Pro Tem Lombardo** congratulated Jim and Jamie on their retirement and wished them well; thanked Kim and Rose for their hard work.
21. **Mayor Abel** expressed appreciation to staff and fellow council members for a balanced budget; thanked Jamie and Jim for their help over the years and representing the Town of Yucca Valley very well; looking forward to the Summer Concert Series beginning on June 29<sup>th</sup> and thanked the public for their kind words and support.

**ANNOUNCEMENTS**

Next Town Council Meeting, 6:00 p.m. Tuesday, August 6, 2013, Yucca Valley Community Center, Yucca Room

**ADJOURNMENT**

There being no further business the meeting was adjourned at 9:40 p.m.

Respectfully submitted,

**YUCCA VALLEY TOWN COUNCIL MINUTES**

**JUNE 18, 2013**

Lesley Copeland, CMC  
Deputy Town Clerk

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL WORKSHOP MINUTES  
JULY 23, 2013**

**OPENING CEREMONIES**

Mayor Abel called the workshop to order at 6:00 p.m.

Council Members Present: Huntington, Leone, Rowe, Lombardo and Mayor Abel

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle,  
Administrative Services Director Yakimow, Police Lieutenant  
Toms, and Deputy Town Clerk Copeland

**PLEDGE OF ALLEGIANCE**

Led by Council Member Huntington

**INVOCATION**

Led by San Bernardino County Sheriff's Chaplain Mike Kelliher

**PRESENTATIONS**

**1. Solid Waste Program Update**

Administrative Services Director Yakimow introduced the item and spoke of the current solid waste franchise agreements with Burrtec.

Administrative Assistant II Jessica Rise presented solid waste program options available through Burrtec. A variety of options including curb-side pick-up service, large item pick-up, and community events were discussed. Town Council members, Town staff members in attendance and the public in attendance were polled on importance of solid waste options to assist staff in planning future franchise agreement discussions.

**COMMUNITY INPUT**

Ron Cohen, Yucca Valley commented on a tiered fee structure.

**COUNCIL COMMENTS**

Mayor Pro Tem Lombardo inquired about a community dumpster option and questioned the availability of recycling electronic waste.

Council Member Rowe asked for clarification on the inclusion of Clean Up Day events and the holiday tree recycling.

Council Member Huntington commented on the need for public education on recyclable

items.

Mayor Abel suggested looking into an updated trash vehicle design to reduce the loose, blowing trash along the roadways. Abel mentioned he is in favor of continuing the Community Clean-up Day events and suggested coordinating them with the county areas. Abel also liked the idea of additional outreach to inform the public of options currently available to them.

#### **ADJOURNMENT**

Mayor Abel adjourned the workshop at 6:45 p.m.

Respectfully submitted,

Lesley Copeland  
Deputy Town Clerk

**TOWN OF YUCCA VALLEY  
SPECIAL TOWN COUNCIL MEETING MINUTES  
JULY 23, 2013**

**OPENING CEREMONIES**

Mayor Pro Tem Lombardo called the meeting to order at 6:45 p.m.

Council Members Present: Huntington, Leone, Lombardo, Rowe and Mayor Abel

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Administrative Services Director Yakimow, Police Lieutenant Toms, and Deputy Town Clerk Copeland

**APPROVAL OF AGENDA**

Council Member Huntington moved to approve the agenda. Council Member Rowe seconded. Motion carried 5-0 on a voice vote.

**CONSENT AGENDA**

1. **Approve**, the minutes of the budget workshop of May 16, 2013, the special Town Council meeting of May 16, 2013, and the Special Town Council Meeting of May 28, 2013
2. **Waive**, further reading of all ordinances and read by title only.
3. Item Pulled

Mayor Pro Tem Lombardo moved to approve items 1 and 2 of the consent agenda. Council member Huntington seconded. Motion carried 5-0 on a voice vote.

**Item 3- Public Facility Development Impact Fees, Ordinance No. 173, Section 3.40.050, Resolution No. 05-59, Credit for Improvements Provided By Developers**

Deputy Town Manager Stueckle presented the staff report explaining the credit to development impact fees for qualifying facilities and improvements construction as a part of a development project through Town Ordinance No. 173. Resolution No. 05-59 authorizes the Town Manager to enter into agreements related to impact fees, subject to Town Council ratification. The Super Wal-Mart project resulted in the construction of public improvements. Because of these public improvements, a fee credit of \$580,777 is being requested.

Margo Sturges, Yucca Valley spoke in opposition of the fee credits

Ron Cohen, Yucca Valley questioned items pertaining to the Wal-Mart EIR.

Mayor Abel commented of the benefits of development impact fees.

Mayor Pro Tem Lombardo spoke of the benefits of past Town Council decisions on imposing development impact fees.

Council Member Huntington commented on fee credits, indicating that construction cost for Wal-Mart to complete improvements is considerably less than Town costs to complete.

Council Member Leone expressed he doesn't see the need for traffic signals on Yucca Trail.

Council Member Huntington moved to authorize the Town Manager to enter into an agreement with Wal-Mart for implementation of Section 3.40.050 of Ordinance No. 173, Credit For Improvements Provided by Developers. Mayor Pro Tem Lombardo seconded. Motion carried 4-1 on a voice vote with Council Member Leone in opposition.

**AYES:** Council Members Huntington, Lombardo, Rowe and Mayor Abel

**NOES:** Leone

**ABSTAIN:** None

**ABSENT:** None

## DEPARTMENT REPORTS

### 4. **SR62 Median & Sidewalk Improvements Project – Town Project No. 8327, Award of Construction Contract, C.S. Legacy Construction, Inc. Chino, CA**

Deputy Town Manager Stueckle introduced the staff report, explaining the award of bid is for Town Project 8327 known as the Transportation Congestion Relief Program (TCRP) and involves the construction of raised medians on SR 62 between Kickapoo Trail and Elk Trail, and from Cherokee Trail to Apache Trail. The project also includes curb, gutter, ADA complaint ramps, and sidewalk improvements from Palm Avenue to Dumosa Avenue.

Deputy Town Manager Stueckle continued to present information on the bidding process for the project. On April 30, 2013, the Town Council authorized construction bidding. The project was advertised for sealed bids beginning May 25, 2013. The bid period was originally scheduled to close on June 27, 2013, but due to a low number of plan holders, the bid period was extended to July 11, 2013. One bid was received for the project. The bidder, CS Legacy, Inc. brought in a base bid of \$2,045,547.00 with an additional alternative 1 bid at \$115,600, for a total of \$2,161,147. The bid by CS Legacy appears to be a good value bid and is below the construction budget of \$2,612,886.00.

Deputy Town Manager Stueckle explained that five (5) firms purchased design plans. Three (3) of the plan holders declined to bid because of work commitments elsewhere during the required project timeline. One (1) potential bidder missed the bid closure time. Stueckle gave rationale for the recommendation of awarding the contract with only one bid, including funding (SLPP) deadlines; the received bid is below the engineer's estimate; awarding at this time allows for

phasing of activity along SR62 (TCRP, PLHD, Senior Housing)

Margo Sturges, Yucca Valley, spoke in opposition of awarding the bid.

Ron Cohen, Yucca Valley, spoke in opposition of awarding the bid.

Fritz Koenig, Yucca Valley, spoke in opposition of awarding the bid.

Bill Neeb, Indio, spoke in favor of awarding the bid.

Mayor Abel commented on the contractor's work load.

Council Member Leone spoke of concern with the contractor's current work commitments.

Council Member Rowe asked for clarification of the bidding process and noted favorably that the bid received is below the engineer's estimate.

Council Member Huntington commented on the contractor's resume and qualifications.

Town Manager Nuaimi confirmed that funding is secure and in place for this program and noted that the contractor's qualifications are reviewed and bonds are in place.

Council Member Rowe moved to award the construction contract to C.S. Legacy Construction, Inc. in the amount of \$2,161,147.00 and authorizes a construction contingency in the amount of \$215,853.00 for a total contract amount of \$2,377,000.00 authorizing the Mayor, Town Manager and Town Attorney to sign all necessary documents, and authorize the Town Manager to expend the contingency funds, if necessary, to complete the project. Mayor Pro Tem Lombardo seconded. Motion carried 4-1 on a roll call vote with Council Member Leone in opposition.

**AYES:** Council Members Huntington, Lombardo, Rowe and Mayor Abel

**NOES:** Leone

**ABSTAIN:** None

**ABSENT:** None

### **FUTURE AGENDA ITEMS**

Mayor Abel requested to include an update of the Questar Southern Trails Pipeline Oil Conversion Project on a future agenda. Council Members Rowe, Huntington, and Mayor Pro Tem Lombardo concurred.

### **PUBLIC COMMENT**

Charles McHenry, Yucca Valley thanked the Town Council for the opportunity to assist with the Development Code update.

Margo Sturges, Yucca Valley spoke of concern on the timing of the playground construction at the Yucca Valley Community Center.

Scot McKone, Yucca Valley commented on the potential recall and of summer activities offered by the Town of Yucca Valley.

Cary Harwin, Yucca Valley commented on the potential recall.

#### MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

5. **Council Member Leone** commented on the division the community is currently experiencing.
6. **Council Member Rowe** thanked the Public Works crew for the recent storm clean up and spoke in support for Mayor Pro Tem Lombardo and Council Member Huntington.
7. **Council Member Huntington** thanked staff for the solid waste update heard this evening and the diligence in moving the TCRP program forward for our community
8. **Mayor Pro Tem Lombardo** thanked staff for bringing the long-awaited highway sidewalks to fruition.
9. **Mayor Abel** expressed support for his fellow council members and their families and commented on the difficult decisions the Council is required to make.

#### ANNOUNCEMENTS

Next Town Council Meeting, 6:00 p.m. Tuesday, August 6, 2013, Yucca Valley Community Center, Yucca Room

#### ADJOURNMENT

There being no further business the meeting was adjourned at 8:10 p.m.

Respectfully submitted,

Lesley Copeland, CMC  
Deputy Town Clerk



# SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

## May 2013 Summary

### ADMINISTRATIVE MONTHLY REPORT

The County Fire Department responded to a total of 390 requests for assistance within our town boundaries. Division wide responses for the South Desert during the Month of May were 671 incidents.

#### EMERGENCY RESPONSES

##### ESTIMATED FIRE LOSS (In dollars)

Total Loss                   \$     175,775                   Value           \$     510,750

##### RESPONSES OTHER THAN FIRES

Fires	14
Rupture / Explosion	0
EMS / Rescue	277
Hazardous Condition	2
Service Calls	48
Good Intent Calls	39
False Call	10
Other	0

##### ALARMS – ALL TYPES

Yucca Valley Response Area

2013 Year-to-Date

TOTAL NON-FIRE RESPONSE.....	1814
TOTAL FIRE RESPONSES.....	43
TOTAL ALARMS .....	1857

#### Significant Events:

- Brush Fire Season Preparedness – All stations participated in a countywide drill in preparation for this season’s wildland fire response.
- Grabstakes Event and Celebration participated in parade and provided CERT First Aid booth.
- Annual respiratory fitness testing completed for all firefighters
- Annual fire extinguisher maintenance completed
- Conducted several public education events with schools locally
- Fire loss is a reflection of all fire type assignments that result in dollar loss to either personal property, vehicles, and/or structures.





**SAN BERNARDINO COUNTY FIRE DEPARTMENT  
SERVING YUCCA VALLEY**

**June 2013 Summary**

**ADMINISTRATIVE MONTHLY REPORT**

**The County Fire Department responded to a total of 388 requests for assistance within our town boundaries. Division wide responses for the South Desert were 688 incidents.**

**EMERGENCY RESPONSES**

**ESTIMATED FIRE LOSS (In dollars)**

Total Loss	\$	97,500	Value	\$	537,050
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**RESPONSES OTHER THAN FIRES**

Fires	11
Rupture / Explosion	1
EMS / Rescue	297
Hazardous Condition	4
Service Calls	32
Good Intent Calls	38
False Call	5
Other	0

**ALARMS – ALL TYPES**

Yucca Valley Response Area

**2013 Year-to-Date**

TOTAL NON-FIRE RESPONSE.....	2191
TOTAL FIRE RESPONSES.....	54
TOTAL ALARMS .....	2245

**Significant Events:**

- Confined Space Awareness Drill conducted behind Home Depot with simulated victim rescue from storm drain system.
- Local EMSA inspected all Advanced Life Support Units for operational readiness. We received special recognition for having a perfect rating.
- Yucca Valley's 3<sup>rd</sup> Ambulance (MA41A) is back online as a 24-hour resource.
- Conducted several public education events with schools locally
- Fire loss is a reflection of all fire type assignments that result in dollar loss to personal property, vehicles, and/or structures.



# SAN BERNARDINO COUNTY FIRE DEPARTMENT SERVING YUCCA VALLEY

## Extreme Heat Safety Tips



As extreme heat climbs in parts of the West—with temperatures forecast well over 100 degrees for the weekend—the American Red Cross has tips to help you and your family stay safe.

In recent years, excessive heat has caused more deaths than all other weather events, including floods. A heat wave is a prolonged period of excessive heat, generally 10 degrees or more above average, often combined with excessive humidity.

### During a Heat Wave:

- Never leave children or pets alone in enclosed vehicles.
- Stay hydrated by drinking plenty of fluids, even if you do not feel thirsty. Avoid drinks with caffeine or alcohol.
- Avoid extreme temperature changes.
- Wear loose-fitting, lightweight, light-colored clothing. Avoid dark colors because they absorb the sun's rays.
- Slow down, stay indoors and avoid strenuous exercise during the hottest part of the day.
- Postpone outdoor games and activities.
- Use a buddy system when working in excessive heat. Take frequent breaks if you must work outdoors.
- Check on family, friends and neighbors who do not have air conditioning, who spend much of their time alone or who are more likely to be affected by the heat.
- Check on your animals frequently to ensure that they are not suffering from the heat.



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:** AB1234 Reporting Requirement Schedule

# Town of Yucca Valley

## Councilmember AB1234 Meetings Schedule Month of May 2013

<u>Date of Travel</u>	<u>Organization</u>	<u>Description</u>	<u>Location</u>
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**Mayor Abel**

No Reportable Meetings

**Mayor Pro Tem Lombardo**

No Reportable Meetings

**Councilmember Huntington**

No Reportable Meetings

**Councilmember Rowe**

No Reportable Meetings

**Councilmember Robert Leone**

No Reportable Meetings

# Town of Yucca Valley

## Councilmember AB1234 Meetings Schedule Month of June 2013

<b>Date of Travel</b>	<b>Organization</b>	<b>Description</b>	<b>Location</b>
	<b>Mayor Abel</b>	No Reportable Meetings	
	<b>Mayor Pro Tem Lombardo</b>	No Reportable Meetings	
	<b>Councilmember Huntington</b>	No Reportable Meetings	
	<b>Councilmember Rowe</b>	No Reportable Meetings	
	<b>Councilmember Robert Leone</b>	No Reportable Meetings	

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
Maureen Randall, Administrative Assistant II  
**Date:** August 1, 2013  
**For Council Meeting:** August 6, 2013  
**Subject:** Lease agreement – Yucca Valley BMX

**Prior Commission Review:** The Council has approved previous lease agreements for operation of the bicycle motocross track.

**Recommendation:** Approve the lease agreement between the Town of Yucca Valley and Yucca Valley BMX, Incorporated for use of specified Town property for bicycle motocross activities and events.

**Summary:** The Yucca Valley BMX track is located on Town property north of the Yucca Valley Community Center. The track has been previously leased to various operators, most recently Coyote BMX Association. With a proposed change in operators, the council is requested to approve the new lease agreement with Yucca Valley BMX, Inc. This agreement will cover July 2013 through June 2014.

**Order of Procedure:**

- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (roll call vote – consent item)

**Discussion:** In 1994, the Town assisted a volunteer effort in the development of the BMX track located on Town property north of the Community Center. Since that time the track has been leased to various non-profit organizations for the purpose of staging local, regional and national bicycle motocross activities and events. The practices and events have regularly attracted substantial local participation as well as many participants from out of town.

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Reviewed By: 

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mgmt Services

\_\_\_\_\_  
Dept Head

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Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

### Update

Over the past 18 months, there has been a change in the operators of the track. Ryan Brooks is the current track operator and has renamed the track Yucca Valley BMX, Inc. The track is in good standing with American Bicycle Association (ABA), a California non-profit corporation. ABA provides national networking and organizational resources to track operators, including insurance coverage for the participants and events.

Approval of the lease agreements will provide the operational parameters governing how the track is to be utilized, which are responsible for maintenance, address the liability concerns of the Town, and establish the duties and responsibilities for both parties. The proposed lease is in the standard legal form of the Town.

**Alternatives:** Decline to approve the lease agreement, and leave the facility unused.

**Fiscal impact:** The agreement requires a lease payment to the Town of \$1.00 per year. The operators would be responsible for all costs associated with the ongoing operation of the facility and provide liability indemnification of the Town.

**Attachments:** Lease agreement – FY 2013-14  
Scope of Duties  
Corporate Information & Evidence of Coverage

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of July 2013 by and between THE TOWN OF YUCCA VALLEY, a General Law California municipality ("TOWN"), and YUCCA VALLEY BMX, INC., a California non-profit corporation ("BMX").

### RECITALS

**WHEREAS**, TOWN is the owner of that real property described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as "Premises"; and

**WHEREAS**, BMX provides programs for bicycle motocross activities including practices, competitive races and special events (the "Program"). The Program is further described in Exhibit "B" hereto; and

**WHEREAS**, BMX has an immediate need for space for its Program and TOWN has an interest in BMX's provision of Program services to the community and in providing a facility suitable for the administrative operations of BMX; and

**WHEREAS**, TOWN hereby desires to Lease the Premises to BMX for the conduct of BMX Programs. BMX shall have the right to the use of the Premises and of the facilities and equipment therein during the term of this agreement, including any extensions thereof. Providing, however, that during the term of this Lease TOWN shall have the right to relocate the Premises to another similar location and parties shall execute the Amendment to this Lease stating the relocation of the Premises.

### AGREEMENT

**NOW, THEREFORE**, the parties incorporate the Recitals as set forth herein and agree as follows:

#### ARTICLE 1. Term and Termination

A. This Lease shall commence on July 1, 2013 and end on the 30<sup>th</sup> day of June 2014, ("Initial Term") unless sooner terminated or extended as hereinafter provided.

B. Provided that BMX is not in default under this Lease, the Lease shall be renewed annually for a one (1) year term unless either party gives ninety (90) days notice in writing to the other party of its intention not to renew.

C. Notwithstanding any provisions to the contrary in this Lease, TOWN may terminate this Lease before the expiration of the stated term if (i) BMX does not receive approval by the appropriate governmental authority to continue to occupy the Premises; (ii) if such approval has been granted, but is subsequently withdrawn by such governmental authority due to budgetary constraints, or (iii) BMX fails to continue to operate the BMX Program for which the Premises were originally Leased, or (iv) either party elects to terminate this Lease by notice delivered to the other party at least sixty days (60) prior to such termination. In the event of the occurrence of any of the forgoing, TOWN may, in its sole discretion, give written notice to BMX, to terminate this Lease and neither party shall have any further obligation to the other hereunder.

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WHEREAS, BMX provides programs for bicycle motocross activities including practices, competitive races and special events (the "Program"). The Program is further described in Exhibit "B" hereto; and

WHEREAS, BMX has an immediate need for space for its Program and TOWN has an interest in BMX's provision of Program services to the community and in providing a facility suitable for the administrative operations of BMX; and

WHEREAS, TOWN hereby desires to Lease the Premises to BMX for the conduct of BMX Programs. BMX shall have the right to the use of the Premises and of the facilities and equipment therein during the term of this agreement, including any extensions thereof. Providing, however, that during the term of this Lease TOWN shall have the right to relocate the Premises to another similar location and parties shall execute the Amendment to this Lease stating the relocation of the Premises.

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**ARTICLE 2. Lease**

D. TOWN hereby Leases to BMX, and BMX hereby rents from TOWN, all of those certain Premises, which are specifically identified on "Exhibit A" and incorporated herein by this reference, on the terms and conditions contained in this Lease. BMX shall have the right to develop, operate, and provide facilities for bicycle motocross activities including practices and special events. Further, BMX shall have the right to develop and operate snack bars and concessions within the Premises. The operator(s) of snack bars and food concessions must obtain all proper permits which may apply to these facilities, and maintain compliance with all State, County and local regulations pertaining to such operations.

E. TOWN shall provide BMX with exclusive use of the Premises during the term of this Lease and shall not unreasonably interfere with or disrupt BMX's occupation and quiet enjoyment of the Premises.

**ARTICLE 3. Minimum Rent**

This Lease is entered into for good and valuable consideration for the period commencing on the Initial Term and ending as described in Article 1 above. BMX shall pay to TOWN as and for consideration of leasing the Premises the yearly rental amount of one dollar (\$1.00).

**ARTICLE 4. Utilities**

BMX shall be responsible for the timely payment of all utility bills (water, electric, gas, phone, cable) associated with the use of the Premises.

**ARTICLE 5. Taxes**

A. BMX recognizes and understands that this Lease may create a possessory interest subject to property taxation and that BMX may be subject to the payment of property taxes levied on such interest.

B. BMX covenants and agrees to pay all taxes, including possessory interest tax, and assessments upon all improvements, fixtures, furniture, and other property owned by BMX and used in the exercise of BMX's rights under this Lease or levied by reason of BMX's rights under this agreement or levied by reason of BMX's operations and Program pursuant to this Lease.

**ARTICLE 6. Use of Premises**

A. BMX will occupy and use the Premises exclusively and solely for the purpose of conducting the Program described in Exhibit "B" hereto and for no other use or purpose. BMX shall not use, or permit the Premises, or any part thereof, to be used for any purposes other than the purposes for which the Premises are hereby Leased.

B. BMX shall open for business on the Premises no later than the date of May 1, 2012 and shall thereafter operate continuously for business to the public in the Premises. BMX shall conduct its business in the Premises during the usual and customary days and hours for such type of business. BMX's obligation to continuously operate its business in the Premises shall not apply if the Premises should be closed and the business of BMX temporarily discontinued therein for not more than three (3) days out of respect to the memory of any deceased officer or employee of BMX, or the relative of any such officer or employee.

C. BMX shall not commit any acts on the Premises, nor use the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. BMX shall, at BMX's own cost and expense, comply with all requirements of TOWN's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies.

D. BMX, at its sole cost, shall comply with any and all laws concerning the Premises or BMX's use of the Premises, including, without limitation, the obligation at BMX's cost to alter, maintain or improve the Premises in compliance with and conformity with all laws relating to the condition, use or occupancy of the Premises during the term (including the Americans With Disabilities Act).

E. BMX agrees not to use the Premises for any immoral or unlawful purpose.

F. BMX shall not commit any waste or any public or private nuisance upon the Premises.

G. BMX shall comply with all laws, rules, and orders of all federal, state and municipal governments or agencies that may be applicable to use of the Premises. BMX shall conform to and abide by all rules and regulations relating to the operation herein authorized and shall be subject at all times to applicable rules, regulations, resolutions, ordinances, and statutes of the Town of Yucca Valley, County of San Bernardino, State of California, the federal government, and all other governmental agencies where applicable; and where licenses, permits, or approvals are required for such operations, the same must first be had and obtained from the regulating body having jurisdiction thereof, before such operation is undertaken. BMX shall at all times during the term of this Lease be a member in good standing of the American Bicycle Association ("ABA"), the national sanctioning body or its successor organization and abide by all rules and regulations promulgated by ABA.

H. BMX shall at all times keep the Premises in a neat and attractive appearance. BMX shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the Premises in a clean, orderly, and inviting condition satisfactory to TOWN. BMX will provide or obtain sufficient and regular trash removal services for the Premises throughout the term of this Lease.

I. BMX's use of the Premises is subject to: (i) the effect of any covenants, conditions, restrictions, easements, development agreements, mortgages or deeds of trust, ground Leases, rights of way, and other matters or documents of record now or hereafter recorded, (ii) the effects of any zoning laws of the TOWN, county and state where the Premises are situated. BMX covenants and agrees, any provision in this Lease to the contrary notwithstanding, that it will not use or permit the Premises to be used for any purpose inconsistent with any of the existing grants, reservations, conditions, leases, restrictions an trusts upon or under which said lands are held by TOWN, the terms of which are hereby incorporated into this Lease as if set forth in full.

J. BMX agrees (i) that as to its leasehold estate it, and all persons in possession or holding under it, will conform to and will not violate said matters of record, and (ii) that this Lease is and shall be subordinate to said matters of record and any amendments or modifications thereto.

K. BMX shall employ no person in a position involving preparation or serving of food or direct contact with members of the public unless such persons has a current Food Industry Retail and Service Training (FIRST) card of file with the County of San Bernardino.

**ARTICLE 7. Condition of Premises**

BMX acknowledges that as of the date of this sub-Lease, BMX has inspected the Premises and all improvements on the Premises and that the Premises and improvements are in good order, repair, and condition expect for the HVAC System which need to be completed and activated, and except as otherwise required herein in Section 9 as BMX's Work.

The parties agree that any additional improvements or alterations to the Site, not otherwise specified herein, must be authorized by TOWN in writing and performed at the sole cost and expense of BMX.

**ARTICLE 8. Repairs and Maintenance**

A. BMX agrees to maintain the Premises and improvements in a professional manner acceptable to TOWN. BMX also agrees to repair any damage to the Premises commencing within twenty (20) days of such damage, except that BMX shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. If BMX does not perform its obligations within the time limitations in this paragraph, TOWN can perform the obligations and have the right to be immediately reimbursed for the sum it actually expends, including the cost of TOWN employees and equipment, in the performance of BMX's obligation.

B. BMX further agrees that it will make no major alterations, repairs or improvements to said Premises without, in each case, the written consent of TOWN having first been obtained, including, but not limited to, carpentry, electrical, and painting; further, that in the event any major alterations, repairs or improvements in or to said Premises or made necessary for any reason whatsoever, BMX will submit plans and specifications to TOWN for approval thereof. If TOWN determines that improvements are acceptable, BMX will pay to the contractor all cost involved in completion of the approved requests. TOWN reserves the right for its authorized agents, employees or representatives to enter the Premises and the improvements located thereon to inspect the same or any part thereof at any time and to attend to and protect the TOWN's interest under this Lease.

**ARTICLE 9. BMX Improvements and Alterations**

A. Prior to making any improvements or alterations to the Premises, BMX shall prepare and submit to TOWN a detailed plan showing location, layout and specification of planned improvements. No improvements are authorized until the plans are reviewed and written approval is given by the TOWN Planning Division. Under no circumstances shall such approval be interpreted as TOWN endorsement of the accuracy or sufficiency of the plans submitted. BMX will indemnify and defend TOWN for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs.

B. BMX shall, at its own expense, construct, perform, complete and maintain all construction and installations covered by this Lease in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and complete the same, and hereby expressly warrants that all said materials and

workmanship will be free from defects. BMX understands and agrees that all site approvals and any environmental approvals will be the responsibility of BMX.

C. BMX shall be responsible for constructing any improvements necessary to use the Premises for the purpose of facilitating the conduct of its Program at its sole cost and expense (the "BMX's Work"). BMX shall have sole responsibility for all architectural and space planning involved in BMX's Work.

D. Except as set forth in this section, all alterations and improvements made to the Premises shall become the property of TOWN and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

E. It shall be BMX's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of BMX.

F. BMX will not at any time permit any mechanics', laborers, or material men's liens to stand against the Premises for any labor or material furnished to BMX or claimed to have been furnished to BMX or BMX's agents, contractors, or sub-BMX's, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of BMX; provided, however, that BMX shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to TOWN a letter executed by BMX assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. BMX's right, however, to contest these liens shall not extend beyond the point where TOWN's title to the Premises could be lost. On final determination of the lien or claim of lien, BMX will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at BMX's own expense. If BMX fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, TOWN shall have the right, upon five (5) days' written notice to BMX, to pay or prevent this action, and the amount paid by TOWN shall be immediately due and payable to TOWN. TOWN shall have at all times the right to post and keep posted on the Premises such notices as may be provided for under and by virtue of the laws of the State of California for the protection of the Premises from mechanics liens or liens of the similar nature.

#### **ARTICLE 10. Signs & Trade Fixtures**

A. BMX may place and maintain signs on the Premises provided, however, that BMX shall first obtain any necessary governmental permits' or licenses therefore and maintain it in good appearance' and repair at all times during this Lease. At the termination or expiration of this Lease, any of the items mentioned in this section that are not removed from the Premises by BMX may, without damage or liability, be destroyed by TOWN.

B. Any trade fixtures that are not removed from the Premises by BMX within sixty (60) days after the termination or expiration of this Lease shall be deemed abandoned by BMX and shall automatically become the property of TOWN as owner of the real property to which they are affixed.

### **ARTICLE 11. Entry**

BMX shall permit TOWN or TOWN's agents, representatives, or employees to enter the Premises at all reasonable times and upon at least 2 hour prior notice to inspect the Premises to determine whether BMX is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect TOWN's interest in the Premises under this Lease or to perform TOWN's duties under this Lease. TOWN's entry and any work conducted by TOWN or its contractors shall be performed without interruption or unreasonable interference with BMX's ability to operate its business and to remain open to the public for business.

### **ARTICLE 12. Surrender of Premises; Holding Over**

A. On the expiration or termination of this Lease, BMX shall promptly surrender and deliver the Premises to TOWN in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

B. At the end of the Term, should BMX hold over for any reason, it is agreed that in absence of a written agreement to the contrary, that tenancy shall be from month-to-month only and not a renewal of this Lease, or an extension for further term. BMX shall pay monthly rent in an amount established by TOWN, and the month-to-month tenancy shall be subject to every other term, covenant and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

C. BMX further agrees, in addition to the above, upon termination for any reason, to remove all goods, chattels, fixtures and equipment belonging to BMX from the Premises. Following the removal of such goods, chattels, fixtures, and equipment belonging to BMX, BMX shall repair any damage or injury to the said Premises or to any building, structure, or improvement located thereon, occasioned by installation or removal thereof. In the event that said goods, chattels, fixtures, and equipment are not removed within sixty (60) days after the expiration of this Lease or its termination for any other reason, BMX shall be deemed to have abandoned to TOWN the facilities, equipment, fixtures, goods, chattels, and any other property not so removed, at option of TOWN. If TOWN enters the Premises but elects not to exercise its option of having said property revert to TOWN, TOWN may remove the unclaimed property and dispose of it. BMX shall pay to TOWN the cost of such removal and disposal

### **ARTICLE 13. Damage and Destruction**

A. In the event that the buildings and/or fixed improvements within the Premises are more than eighty-five percent (85%) destroyed or made unusable by fire, flood, wind, vandalism, or any other causes, so as to make it impossible to carry on business thereon, this Lease and the provisions herein contained may be terminated by election of either party by written notice delivered in writing to the other party within sixty (60) days after the occurrence of such destruction. This Lease shall thereupon be of no further force and effect, except as to the provisions hereof which take effect in relation to termination of this Lease. In the event of termination at the election of either party pursuant to this section, the proceeds of all insurance payments paid or payable on account of such destruction shall belong to TOWN and to be disbursed or retained at its sole discretion. TOWN shall pay any indebtedness to lender(s) for any such loans taken by BMX for the sole purpose of building and/or constructing fixed improvements. Payments to lenders shall be limited to the extent of insurance proceeds available. In the event neither party terminates this Lease, BMX shall restore the Premises to the

condition prior to such destruction at its sole expense. All restoration shall commence within sixty (60) days after the destruction and shall be completed in a reasonable time.

B. In the event that the buildings and/or fixed improvements are less than eight-five percent (85%) destroyed, BMX shall repair or replace the destroyed improvements, at its sole expense. Written approval from TOWN shall be received before BMX begins repairs or replacements.

C. BMX shall give prompt notice to TOWN in case of fire or accidents in the Premises or of any damage or defects in the Premises or any fixtures or equipment therein.

#### **ARTICLE 14. Waiver for Loss and Damage.**

Except as may be expressly provided for to the contrary in this Lease, TOWN shall not be liable for any damage to property of BMX, or of others, located in, on or about the Premises, nor for the loss of or damage to any property of BMX or of others by theft or otherwise. TOWN shall not be liable to BMX, BMX's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other places or by dampness or by any other cause of whatsoever nature, except as may be proximately caused by an act or omission of TOWN or its employees, contractors or agents. TOWN shall not be liable to BMX, BMX's employees or representatives for any such damage caused by other BMX's or persons in the Premises, or the public, or caused by operations in construction of any private, public or quasi-public work, that are not proximately caused by TOWN, or its employees, contractors or agents. TOWN shall not be liable for any latent defects in the Premises or in the Building at any time after the commencement of BMX's Work. All property of BMX kept or stored on the Premises shall be so kept or stored at the sole risk of BMX and BMX shall hold TOWN harmless from any claims arising out of damage to the same, including subrogation claims by BMX's insurance carriers, unless such damage shall be proximately caused by the acts or omissions of TOWN, or its employees, contractors or agents.

#### **ARTICLE 15. Assignment and Subletting**

A. BMX shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of TOWN. The consent by TOWN to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease is assigned by BMX, or if the Premises or any part thereof are sublet or occupied by any person or entity other than BMX, TOWN may collect Rent from the assignee, subtenant or occupant, for its own use and purpose and terminate this Lease. Collection shall not be deemed a waiver on the part of TOWN, or the acceptance of the assignee, subtenant or occupant as BMX, or a release of BMX from the further performance by BMX of covenants on the part of BMX herein contained.

B. Irrespective of any assignment or Lease, BMX shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

## ARTICLE 16. Involuntary Assignment.

No interest of BMX in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if BMX is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which BMX is bankrupt; or, if BMX is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; (b) if a writ of attachment or execution is levied on this Lease; or (c) if, in any proceeding or action to which BMX is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by BMX, and Owner shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of BMX.

## ARTICLE 17. Indemnification

A. **As-Is Condition.** BMX accepts the Premises in an "As Is" condition. BMX acknowledges and agrees that the Premises are to be leased to, and accepted by BMX, in an "As Is" condition with all faults. BMX has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Premises are or may be subject and accepts the Premises solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. BMX acknowledges that it is entering into this Lease on the basis of BMX's own investigation of the physical and environmental conditions of the Premises, including subsurface conditions, and BMX assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.

B. **Indemnification.** BMX agrees to indemnify the TOWN and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the TOWN for any claims or litigation which arise during the term of this Lease arising from BMX's occupancy of or Program activities on the Premises ("Claims or Litigation"). TOWN shall promptly provide BMX with notice of the pendency of any such Claims or Litigation and request that BMX defend the same. If TOWN fails promptly to notify BMX of any such Claims or Litigation, such failure shall not waive or diminish BMX's responsibility to defend, indemnify, or hold harmless the TOWN. BMX may utilize the Town/Agency Attorneys' office or use legal counsel of BMX's choosing, but shall reimburse TOWN for any necessary legal cost incurred by TOWN. If BMX fails to do so, TOWN may defend the Claims or Litigation and BMX shall pay the cost thereof, but if BMX chooses not to defend the Claims or Litigation, it shall have no liability to BMX. BMX's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the parties will confer in good faith as to how to proceed and the resolution of any such appeal and the parties' response to any such settlement offer shall require the consent of both parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing however, TOWN shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion at any time after the elapse of two (2) years from the filing of a court action on any Claims or Litigation and BMX shall remain liable hereunder for the Claims and Litigation.

C. **Assumption of Risk.** The foregoing indemnity and release applies to all Claims and Liabilities that may arise from BMX's Program. BMX understands that the described Program may be of a hazardous nature and/or poses all the risks associated with outdoor exposure, strenuous physical activity and/or the stresses and demands of competitive bicycle motocross sports and related recreational activities, whether physical, mental or emotional. Dangers could include, but are not limited to cuts, muscular or tendon strain, bruises, bleeding, weather exposure, stresses upon the cardiovascular system including but not limited to heart attack or stroke, broken or fractured bones and other debilitating or permanent physical and emotional injury, damage to personal property, or death. Knowing the risks involved, BMX nevertheless agrees to assume all risks of injury and to release and hold harmless the TOWN, who through negligence or carelessness, might otherwise be liable. It is further understood that this waiver, release and assumption of risk is to be binding on the heirs and assigns of BMX.

D. **1542 Waiver.** It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of TOWN and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of BMX, its successors, assigns or any affiliated entity of BMX, arising by virtue of the physical or environmental condition of the Premises or BMX's occupation thereof are by this release provision declared null and void and of no present or future force and effect as to the parties. In connection therewith, BMX and each of the entities constituting BMX, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

LESSEE'S INITIALS: \_\_\_\_\_

LESSOR'S INITIALS: \_\_\_\_\_

E. **Survival.** Notwithstanding any other provision of this Lease, Lessee's release and indemnification as set forth in the provisions of this Article shall survive the termination or expiration of this Lease and shall continue in perpetuity.

#### **ARTICLE 18. Insurance**

F. **Insurance.** BMX, at BMX's own cost and expense, shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. BMX shall file and maintain with TOWN at all times during the term of this agreement, a copy or certificate of insurance with an insurance company admitted in California. The policy shall contain additional endorsements naming the TOWN, its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of this lease. BMX shall require the carriers of the coverage to waive all rights of subrogation against the TOWN, its officers, employees, agents, and volunteers. All policies required are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the TOWN. Said certificates shall provide that such insurance shall not be terminated or cancelled without thirty (30) days written notice to the TOWN.

G. **Additional Named Insured.** All policies, except Worker's Compensation coverage, shall contain additional endorsements naming the TOWN, its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

H. **Waiver of Subrogation Rights.** BMX shall require the carriers of the above required coverages to waive all rights of subrogation against the TOWN, its officers, volunteers, employees, contractors and subcontractors.

I. **Policies Primary and Non-Contributory.** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the TOWN.

J. **Proof of Coverage.** BMX shall immediately furnish certificates of insurance to the TOWN evidencing the insurance of services hereunder. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days prior written notice to the TOWN. Within sixty (60) days of the commencement of this agreement, BMX shall furnish certified copies of the policies and endorsements.

K. **Fire Insurance.** BMX, during the term of this Lease, agrees to carry sufficient fire insurance for the benefit of both TOWN and BMX, as their interests may appear, to cover the permanent buildings within the Premises, but not the contents thereof.

L. **Premium Payments.** BMX shall pay any and all premiums or other expenses arising in connection with the furnishing of the insurance of BMX and herein provided.

M. **Cancellation of Insurance.** In the event TOWN receives a thirty (30) day written notice of cancellation concerning any of the required policies, or should BMX fail to have in effect the required coverage at any time during this Lease, TOWN may give notice to BMX to reinstate or acquire the affected coverage, and BMX shall cease operations during any time period that any required insurance is not in effect. Should BMX fail to reinstate or acquire the affected coverage within five (5) days of TOWN's notice to reinstate or acquire such coverage, TOWN may either terminate the lease, reinstate or acquire the affected coverage, the BMX shall reimburse TOWN for the necessary cost at TOWN's option. If BMX does not reimburse TOWN within ten (10) days after demand by TOWN, TOWN shall have the right to terminate this Lease.

**ARTICLE 19. Default**

A. **BMX's Default.** The occurrence of any of the following shall constitute a default by BMX: (i) abandonment and/or vacation of the Premises; (ii) failure to operate in the Premises for fifteen (15) consecutive days; (iii) failure to perform any nonmonetary provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to BMX; (iv) failure to timely deliver an estoppel certificate as required by this Lease.

B. Notices given under this Section shall not be deemed a forfeiture or a termination of this Lease unless TOWN so elects in the notice. Notices given under this Section **shall be in lieu of** and not in addition to any statutory notice required by law.

C. **TOWN's Remedies.** TOWN shall have the following remedies if BMX commits an uncured default:

1. TOWN can continue this Lease in full force and effect after BMX's default and abandonment, and the Lease will continue in effect as long as TOWN does not terminate BMX's right to possession, and TOWN may enforce all TOWN's rights and remedies under the Lease. During the period BMX is in default, TOWN can enter the Premises and re-let them, or any part of them, to third parties.
2. TOWN can terminate BMX's right to possession of the Premises at any time. No act by TOWN other than giving notice to BMX shall terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on TOWN's initiative to protect TOWN's interest under this Lease shall not constitute a termination of BMX's right to possession. On termination, TOWN has the right to recover from BMX any and all amounts and court costs, necessary to compensate TOWN for all detriment proximately caused by BMX's default.
3. TOWN, at any time after BMX commits a default, can cure the default at BMX's cost. If TOWN at any time, by reason of BMX's default, pays any sum or does any act that requires the payment of any sum, the sum paid by TOWN shall be due immediately from BMX to TOWN at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by TOWN until TOWN is reimbursed by BMX. The sum, together with interest on it, shall be additional rent.
4. Upon the occurrence of an Event of Default, TOWN shall also have the right, with or without termination of this Lease, to re-enter the Premises and remove all persons and property from the Premises. TOWN may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of BMX.
5. These remedies are not exclusive; they are cumulative and in addition to any remedies TOWN may have now or later allowed by law.

D. **Default by TOWN.** If TOWN fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail (provided, however, that if such default is of a nature that it cannot reasonably be cured within thirty (30) day period, TOWN shall have such additional time as may be required to effect such cure provided TOWN commences the cure within such 30 day period), TOWN's liability shall be limited to TOWN's interest in the Premises. TOWN shall not be liable to BMX for any damages sustained as a direct result of such default. Neither TOWN nor any of its officers, employees, or agents shall be personally liable.

#### **ARTICLE 20. Waiver of Rights of Redemption.**

BMX expressly waives any and all rights of redemption granted by or under any present or future laws in the event of BMX being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the Premises, by reason of the violation by BMX of any of the covenants or conditions of this Lease, or otherwise.

## **ARTICLE 21. Waiver of Breach**

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease.

## **ARTICLE 22. Successors and Sale of Premises**

A. **Successors and Assigns.** Except as provided in this Lease, all rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of BMX unless the assignment to such assignee has been approved by TOWN in writing as provided for herein.

B. **Sale of Premises.** In the event TOWN shall sell, convey, transfer or exchange the Premises, BMX agrees to recognize and attorn to the purchaser or transferee, as the TOWN hereunder and TOWN shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event arising after such sale, conveyance, transfer or exchange.

## **ARTICLE 23. Eminent Domain**

If any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the term of this Lease shall cease to the extent that it relates to the part so taken. If the whole or substantial part of the Premises be so taken, then upon such taking, BMX shall have the right either to cancel this Lease and declare same null and void, or to continue its operations on the remainder of the Premises under the terms herein provided. The award shall belong to and be paid to TOWN, except BMX shall receive from the award the following:

- a. A sum attributable to BMX's improvements or alterations made to the Premises by BMX in accordance with this Lease, which BMX's improvements or alterations BMX has the right to remove from the Premises pursuant to the provisions of this Lease but elects not to remove.
- b. A sum paid BMX from the condemning authority for loss of goodwill.

## **ARTICLE 24. Public Records Disclosure**

All information received by the TOWN from BMX or any source concerning this Lease, including the Lease itself, may be treated by the TOWN as public information subject to disclosure under the provisions of the California Public Records Act, Government Code §6250 et seq. (the "Public Records Act"). BMX understands that although all materials received by the TOWN in connection with this Lease are intended for the exclusive use of the TOWN, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which BMX has reasonably requested TOWN to hold in confidence is made to the TOWN, the TOWN shall notify BMX of the request and shall thereafter disclose the requested information unless BMX, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides TOWN a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold TOWN harmless in any/all actions brought to require disclosure. BMX waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event TOWN fails to notify BMX of any such

disclosure request and/or releases any information concerning the Lease received from BMX or any other source.

## ARTICLE 25. Miscellaneous

A. **Governing Law/Venue.** This Lease shall be governed by and construed in accordance with California Law. In the event of litigation the appropriate venue shall be the San Bernardino Superior Courts.

B. **No Discrimination.** Neither BMX or any person claiming under it shall discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religions creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, or marital status with respect to the concession granted herein or the occupancy, use or enjoyment of the Premises, and BMX shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Orders.

C. **Compliance with Laws.** TOWN shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the Property; and shall faithfully observe in said use all municipal ordinances, including, but not limited to, the general plan and zoning ordinances, state and federal statues, or other governmental regulations now in force, or which shall hereinafter be in force.

D. **Amendments.** This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

E. **No Brokerage Commission.** Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

F. **Rights Cumulative.** The rights and remedies of TOWN specified in this Lease shall be cumulative and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of TOWN and BMX in addition to any other rights and remedies provided by law.

G. **No Partnership.** TOWN does not, in any way or for any purpose, become a partner of BMX in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with BMX by reason of this Lease. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purposes of providing a method whereby Rent is to be measured and ascertained.

H. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability), then performance of such act shall be excused for the period of such delay.

I. **Notices.** Any notice to either the parties hereto required or desired under the provisions and conditions of this instrument shall be given in writing by certified mail, registered mail, or by personal delivery addressed to the party for whom it is intended at the following addresses. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the parties are as follows:

To TOWN: Director of Administrative Services  
Town of Yucca Valley  
57090 Twentynine Palms Hwy.  
Yucca Valley, CA 92284

To BMX: Ryan Brooks  
2632 Avalon Avenue  
Yucca Valley, CA 92284

Either party, BMX or TOWN, may change the designee and/or address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

J. **Captions and Section Numbers.** The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

K. **BMX Defined, Use of Pronoun.** The word "BMX" means each and every person or party mentioned as a BMX herein, be the same one or more; and if there shall be more than one BMX, any notice required or permitted by the terms of this Lease may be given by or to anyone thereof, and shall have the same force and effect as if given by or to all thereof. The persons signing as BMX shall be jointly and severally liable. The use of the neuter singular pronoun to refer to TOWN or BMX shall be deemed a proper reference even though TOWN or BMX may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where BMX is a corporation, association, partnership, or individual, male or female, shall in all instances be assumed as though in each case fully expressed.

L. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application for such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

M. **Recording.** BMX shall not record this Lease or a memorandum thereof.

N. **Legal Expenses.**

1. In the event that any time during the Term either TOWN or BMX shall institute any action or proceeding against the other relating to the provisions of

this Lease, or any default hereunder, or engage an attorney to enforce such provision then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the actual expenses of attorneys' fees and disbursements incurred therein by the successful party.

2. The successful party in such suit shall be entitled to its costs of suit and actual attorneys' fees whether or not such action is prosecuted to judgment. "Successful party" within the meaning of this Section shall include, without limitation, a party who brings an action against the other or who defends against an action brought by the other and whose position is substantially upheld.

O. **Authority.** If BMX is a corporation or partnership, each individual executing this Lease on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

P. **Severability.** In the event that any provision of this Lease shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Lease.

Q. **Run With the Land; Binding Affect.** The covenants contained in this Lease shall run with the land and shall be binding on successors and assigns of the parties. Each and all of the covenants, conditions, and agreements herein contained shall, in accordance with the context, inure to the benefit of TOWN and apply to and bind BMX, its respective heirs, legatees, devisees, executors, administrators, successors, agents, assignees, subtenants, concessioners and licensees.

R. **No Waiver.** No waiver by TOWN at any time of any of the terms and conditions of this Lease shall be deemed to operate as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

S. **Corporate Authority.** The persons executing this Lease on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Lease on behalf of said party, (iii) by so executing this Lease, such party is formally bound to the provisions of this Lease, and (iv) the entering into this Lease does not violate any provision of any other Lease to which said party is bound.

T. **Entire Agreement.** This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the representations, covenants, promises, agreements, conditions and understandings between TOWN and BMX concerning the Premises and there are no representations, covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Any subsequent alteration, amendment, change or addition to this Lease must be in writing, signed by TOWN and BMX.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

Date: \_\_\_\_\_

YUCCA VALLEY BMX, INC.  
a California non-profit corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Vice-President

Date: \_\_\_\_\_

TOWN OF YUCCA VALLEY  
a municipal corporation

By: \_\_\_\_\_  
Mayor

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Town Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney



EXHIBIT "A"  
PREMISES

A portion of the south west ¼ of section 36, T1N, R5E, SBBM, also identified as APN #595-361-24 (fenced area containing BMX track and appurtenances)

EXHIBIT "B"  
PROGRAM DESCRIPTION

*PROGRAMS AND ACTIVITIES*

Yucca Valley BMX, Inc. provides a bicycle motocross track for individuals as a competitive sport. We We offer practice and racing one 1-2 times per week. He/she whom participate in a race and places in the top 3, are awarded either by ribbon or trophy.

Any new interested rider receives a welcome/first race trophy, medal or ribbon for their excellent effort put forth.

In addition, USA BMS holds many events including National, State and district events that members may participate in all over the world.

*YUCCA VALLEY BMX, INC.'S PURPOSE*

Yucca Valley BMX, Inc. is one of USA BMX's 365 sanctioned tracks. USA BMX is the American Bicycle Association.

Yucca Valley BMX, Inc.'s charitable purpose for forming this non-profit public benefit corporation is to provide our town's underprivileged children with positive recreational activities that are not drug or gang related.

Living in a remote area, the children of our community lack a positive and social environment/activities. This non-profit organization is dedicated solely for charitable purposes and has never or shall ever benefit any director, officer or member. All proceeds shall be awarded to the public i.e. Yucca Valley BMX. Inc.


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## Business Entities (BE)

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### Main Page

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## Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, July 26, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

<b>Entity Name:</b>	YUCCA VALLEY BMX, INC.
<b>Entity Number:</b>	C3481723
<b>Date Filed:</b>	05/16/2012
<b>Status:</b>	ACTIVE
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Address:</b>	2632 AVALON AVENUE
<b>Entity City, State, Zip:</b>	YUCCA VALLEY CA 92284
<b>Agent for Service of Process:</b>	RYAN AARON BROOKS
<b>Agent Address:</b>	2632 AVALON AVENUE
<b>Agent City, State, Zip:</b>	YUCCA VALLEY CA 92284

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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3481723

ARTICLES  
OF  
INCORPORATION

FILED  
in the office of the Secretary of State  
of the State of California

MAY 16 2012

I

The name of the corporation is *YUCCA VALLEY BMX, INC.*

II

This corporation is a non-profit *Public Benefit Corporation* and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

- A. The charitable purpose is to operate a nonprofit corporation that shall provide under privileged children with recreational activities that are not drug or gang related.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

RYAN BROOKS  
2632 AVALON AVE.  
YUCCA VALLEY, CA 92284

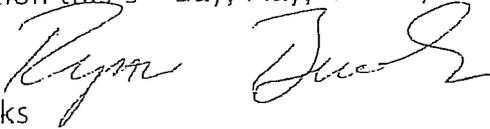
IV

- A. This corporation is organized and operated exclusively for *charitable* purposes within the meaning of Internal Revenue Code section 501(c)(3).
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The property of this corporation is irrevocably dedicated to *charitable* purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for *charitable* purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3).

IN WITNESS WHEREOF, the undersigned has executed the Articles of Incorporation this 5<sup>th</sup> day, May, in the year 2012.

Ryan Brooks  
Incorporator



The undersigned does hereby declare and acknowledge that he is the person who executed the foregoing articles of Incorporation as the Incorporator of the corporation named therein, and does hereby further declare and acknowledge that his execution of said Articles of Incorporation is his act and deed as said incorporator.

DATED: May 5<sup>th</sup>, 2012

Ryan Brooks  
Incorporator





I hereby certify that the foregoing  
transcript of 2 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

JUN 21 2012 *z*

Date: \_\_\_\_\_

*Debra Bowen*  
DEBRA BOWEN, Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wick Pilcher Insurance, Inc. 2201 East Camelback Road Suite 220A Phoenix AZ 85016	<b>CONTACT NAME:</b> Callina Daza-Obregon	
	<b>PHONE (A/C, No, Ext):</b> 602-279-5800	<b>FAX (A/C, No):</b> 602-279-5899
<b>E-MAIL ADDRESS:</b> Obregon@wickpilcherins.com		
<b>INSURED</b> American Bicycle Association P.O. Box 718 Chandler AZ 85244		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins. Co
<b>CERTIFICATE NUMBER:</b> 259439872		<b>REVISION NUMBER:</b>

COVERAGES CERTIFICATE NUMBER: 259439872 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant <input type="checkbox"/> Legal Liab Incl. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK830294	3/1/2012	3/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/PROP AGG \$1,000,000 Abuse/Molestation \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK830294	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB374030	3/1/2012	3/1/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is named as additional insured as their interest may appear per form PI-AM-002.  
 Certificate holder is named as additional insured as their interest may appear per form PI-AM-002 Re: Yucca Valley BMX

<b>CERTIFICATE HOLDER</b>  Town of Yucca Valley 57090 29 Palms Hwy. Yucca Valley CA 92284	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – CERTIFICATE HOLDERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SECTION II – WHO IS AN INSURED is amended to include any Certificate Holder, identified as an additional insured, on a Certificate of Insurance issued by Philadelphia Indemnity Insurance Company or our authorized representative, but only for liability arising out of the negligence of the named insured.

The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**Additional Insured/Waiver of Subrogation/Primary & Non-Contributory**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Sponsors

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

4. Co-Promoters

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that, notwithstanding anything to the contrary in paragraph 8. Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, in the event of any payment under this policy, we waive our right of recovery against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT "A"  
PREMISES

A portion of the south west ¼ of section 36, T1N, R5E, SBBM, also identified as APN #595-361-24 (fenced area containing BMX track and appurtenances)

EXHIBIT "B"  
PROGRAM DESCRIPTION

*PROGRAMS AND ACTIVITIES*

Yucca Valley BMX, Inc. provides a bicycle motocross track for individuals as a competitive sport. We offer practice and racing one 1-2 times per week. He/she whom participate in a race and places in the top 3, are awarded either by ribbon or trophy.

Any new interested rider receives a welcome/first race trophy, medal or ribbon for their excellent effort put forth.

In addition, USA BMS holds many events including National, State and district events that members may participate in all over the world.

*YUCCA VALLEY BMX, INC.'S PURPOSE*

Yucca Valley BMX, Inc. is one of USA BMX's 365 sanctioned tracks. USA BMX is the American Bicycle Association.

Yucca Valley BMX, Inc.'s charitable purpose for forming this non-profit public benefit corporation is to provide our town's underprivileged children with positive recreational activities that are not drug or gang related.

Living in a remote area, the children of our community lack a positive and social environment/activities. This non-profit organization is dedicated solely for charitable purposes and has never or shall ever benefit any director, officer or member. All proceeds shall be awarded to the public i.e. Yucca Valley BMX, Inc.

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
Alex Qishta, Project Engineer  
**Date:** July 18, 2013  
**For Council Meeting:** August 6, 2013

**Subject:** Contract Amendment No. 1- Overland Pacific & Cutler, Inc.  
Professional Services for Right-of-Way Acquisition  
SR 62 PLHD Median Improvement Project-Apache to Palm Avenue  
Proposed Amendment to Compensation for Additional Tasks and Services

**Prior Council Review:** On June 15, 2010 the Town Council authorized a Professional Services Agreement with Overland Pacific & Cutler, Inc., to provide Right of Way acquisition and support services for the PLHD SR 62 Median Improvement project.

**Recommendation:** That the Town Council approves Amendment No. 1 to the Agreement for Professional Consulting Services with Overland Pacific & Cutler, Inc., to provide additional required tasks and services specifically described in Consultant's Proposal dated July 18, 2013, and attached to the proposed amendment as Exhibit "A"; increasing the total compensation under the Agreement for Professional Consulting Services by \$25,000, bringing the total compensation under the Agreement to \$141,475.00.

**Executive Summary:** New requirements by Caltrans and additional right of way acquisition services necessitate additional tasks and services by the Consultant to complete the Right-of-Way acquisitions (ROW phase) and to obtain Caltrans approvals. These additional tasks are a result of Caltrans and right of way requirements and could not be anticipated at the beginning of the ROW phase. The proposed amendment modifies the existing Agreement thus requiring Town Council approval.

**Order of Procedure:**

Request Staff Report  
Request Public Comment  
Council Discussion/Questions of Staff  
Motion/Second  
Discussion on Motion  
Call the Question (Roll Call Vote, Consent Agenda)

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Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mgmt Services

SRS  
\_\_\_\_\_  
Dept Head

---

\_\_\_\_ Department Report  
 Consent

\_\_\_\_ Ordinance Action  
 Minute Action

\_\_\_\_ Resolution Action  
\_\_\_\_ Receive and File

\_\_\_\_ Public Hearing  
\_\_\_\_ Study Session

**Discussion:** The PLHD project entails the construction of raised medians, sidewalks, minor drainage improvements, and street lighting improvements from Apache Trail to Palm Avenue, and the construction of a traffic signal at Church Street and SR 62. The first phase of the project consisted of Caltrans approval of the project and environmental document which is completed (PA & ED). The second phase, referred to as the PS&E phase, which entails the preparation of the plans, specifications, and estimates necessary to advertise for competitive bids and selection of a contractor for the final construction phase has progressed to the commencement of bid solicitation. The project received Caltrans final approval in May 2013.

The acquisition of right of way is the third phase of project development which entails in this case the acquisition of temporary construction easements and permanent easements necessary for construction. Phase III technical work is complete, and all final documents have been executed.

The additional tasks are discussed in detail in Consultant's proposal which is attached to the proposed Amendment at Exhibit "A" and are summarized as follows.

1. Completed re-inspection of properties due to one year delay on project execution;
2. Verify ownership changes on 45 parcels after the year's delay;
3. Reappraise, renegotiate and re-draft documents.

Consultant costs to re-evaluate Right-of-Way acquisitions are \$25,000.00.

**Alternatives:** No alternative action is recommended.

**Fiscal impact:** Proposed Amendment No. 1 increases the cost of the RW Phase from \$116,475.00 to \$141,475.00, an increase of \$25,000.

**RW Contract Cost**

Current Contract Value	\$116,475.00
Contract Value with Amendment No. 1 (increase of \$25,000)	\$141,475.00
Contract paid to date	\$116,475.00
Remaining to be paid: Phase 3- RW plus Amendment No. 1	\$ 25,000.00

For Council's reference, based on the FY 2013-14 budget, the following provides a summary of appropriations and anticipated expenditures for the project.

Project Appropriations for FY 2013-14	\$2,968,900
Projected expenditures on PS&E for FY 2013-14:	\$0.00
Projected expenditures on R/W acquisition for FY 2013-14	\$25,000
Estimated construction cost in FY 13-14:	\$2,800,000
Estimated Administrative costs in FY 2013-14	\$50,000
<b>Total Projected Project Costs in FY 2013-14</b>	<b>\$2,875,000</b>
Ending Project Balance:	\$93,900

**Attachments:** Proposed First Amendment to Original Agreement  
Overland Pacific & Cutler, Inc. Additional Scope, #1



4155 Cook Street, Suite 250  
Palm Desert, CA 92260  
760.776.1238 ph | 760.776.1636 fax

July 18, 2013

Alex Qishta, P.E.  
Project Engineer  
Town of Yucca Valley  
58-928 Business Center Drive  
Town Yucca, CA 92284

Regarding: Request for Change Order for Additional Right of Way Services  
State Route 62 PLHD Project

Dear Mr. Qishta:

Overland, Pacific & Cutler, Inc. (OPC) sincerely appreciates the opportunity to work with the Town of Yucca Valley on the various Town projects, including the Route 62 PLHD. We are near the end of the PLHD project and have found that we have exceeded the project budget and still have numerous items remaining to complete. There were a number of additional, out of scope, items that we completed during the project implementation but continued to operate under the original budget, hoping that there would be sufficient budgeted funds to cover both the original scoped plus the non-scoped items. One of the main factors that caused us to exceed our proposed project cost was the lag time between the initiation of the project and the restart of the process a year later. The specific items relative to this reference are noted below.

The purpose of this request is to provide compensation for the past, non-budgeted and extended-time services which will provide the budget to complete the remaining services. The budget was essentially expended as of April 2012; however, I wanted to wait to see how much additional time was going to be necessary to complete the project before formally requesting the change order. Currently, we have exceeded the budget by over \$11,000 and we still have to perform the title clearance on the permanent takes and the recordation and compensation disbursement on all of the easements, along with completing the Project Certification for Caltrans.

Below is a list of items that we believe were either out of scope, caused by the necessity to redo the original efforts when the project was restarted or caused by the extended length of time that negotiations were allowed to continue.

- Complete re-inspection, comparable research and reappraisal of the takes necessitated by the year time lag between the original valuation and the project initiation after the environmental clearance for all 45 parcels.
- Verify ownership changes on all 45 parcels after the year's delay.
- Reappraise, renegotiate and re-draft documents on changed takes.
- Investigate and contact additional ownerships for possible addition to the project.
- As requested by Town, investigate and negotiate reciprocal ingress and egress easement plan with two owners.
- Negotiations that have extended over a year when six months is typically the duration. This requires not only extended negotiation time but extended management time.
- Extensive street ownership research on a few parcels, as requested by Town.
- Missing owner research, including private skip-trace search for Duane on adjoining parcels for Duane.

Mr. Alex Qishta  
July 18, 2013  
Page 2

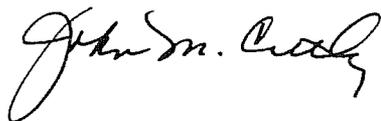
The total amount of extra and extended consulting far exceeds the amount of consulting previously completed, but not billed, along with the estimated amount necessary to complete the project. The total additional amount of these activities already performed and the amount necessary to complete the anticipated services through July 2013 is \$25,000. For your reference, I have attached a draft statement that itemizes the services provided, but not billed, since April 2012.

We appreciate your consideration of this request. If this meets with your approval, please issue a Change Order in the amount of \$25,000 for the above referenced services. Of course we will continue to complete the project in the interim without interruption.

If you have any questions regarding the above, please do not hesitate to contact me.

Respectfully submitted,

***Overland, Pacific & Cutler, Inc.***



John Cutler  
Program Manager

Cc: Mr. Shane R. Stueckle  
Deputy Town Manager



**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF  
YUCCA VALLEY ("TOWN") AND OVERLAND PACIFIC & CUTLER, INC.  
("CONSULTANT")**

RECITALS

1. On June 15, 2010, TOWN and CONSULTANT entered in an Agreement for Professional Consulting Services consisting of professional engineering services to perform Phase III, Right-of-way for State Route 62 improvements from Apache Trail to Palm Avenue. In the amount of \$116,475.000, which sum represented a portion of CONSULTANT'S proposed fee.
2. CONSULTANT proposes Amendment No. 1, attached hereto as Exhibit "A", to the Agreement for Professional Consulting Services in the amount of \$25,000 to cover the cost of additional, new Caltrans requirements and complete property acquisitions, bringing the total compensation to \$141,475.00.
3. The total compensation to CONSULTANT as a result Amendments No. 1, to the original Agreement for Professional Consulting Services shall be \$141,475.00.

That certain Contract Services Agreement for Professional Consulting Services between the TOWN and CONSULTANT dated June 15, 2010 and attached herein is amended in the following respects only:

**Section 2.1. Compensation. is hereby amended to read:**

"Section 2.1. Compensation. Compensation to the CONSULTANT shall not exceed One Hundred Forty One Thousand Four Hundred and Seventy Five Dollars (\$141,475.00) for services including proposed PS&E services described in Consultant's Proposal dated July 18, 2013 and attached hereto as Exhibit "A".

Except as amended, all of the terms and conditions of the original Agreement are re-affirmed and incorporated as though fully set forth herein.

Dated: August 6, 2013

For the Consultant

For the Town of Yucca Valley

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John Cutler  
Program Manager

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Mark Nuaimi  
Town Manager

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Approved as to Form

---

Lona N. Laymon  
Town Attorney

TOWN OF YUCCA VALLEY

CONTRACT SERVICES AGREEMENT FOR  
RIGHT OF WAY CONSULTING AND SUPPORT SERVICES FOR THE STATE  
ROUTE 62 PLHD PROJECT, TOWN PROJECT NO. 8661

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 16th day of June, 2010, by and between the TOWN OF YUCCA VALLEY, (herein "Town") and Overland Pacific & Cutler, Inc., a California corporation, Inc., (herein "Consultant"). (The term Consultant includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide right of way services in support of the State Route 62 PLHD Improvement Project, Town Project No. 8661, including but not limited to, planning and management, preliminary title reports, right of way valuation, property acquisition/negotiation, temporary construction easement exhibits, investigation of inconsistent right of way and ownership situations, internal escrow/title clearance, right of way certification, and appurtenant work and materials more particularly described and specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents that it is experienced in performing the work and services contemplated herein, and that it can and will at all times perform hereunder in a first class, professional manner, meaning that Consultant's services shall be satisfied in accordance with the highest standards of practice recognized for consulting firms of similar size, quality, experience and expertise as Consultant, performing similar work under similar circumstances.

1.2 Consultant's Proposal. The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses. Consultant shall obtain at its sole cost and expense such professional licenses as may be required by law to perform the professional services required of Consultant by this Agreement. Consultant shall assist the general contractor in, but not be responsible for, obtaining building permits. Consultant shall have the sole obligation to pay for any licensing fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services

required by this Agreement, and shall indemnify, defend and hold harmless the Town against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder. Town or its construction contractor shall pay for all permits, fees and plan check costs required for project construction.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant represents that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Town of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to Consultant's work, materials, papers, documents, plans, studies and/or other instruments of Consultant's services to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the Town, except such losses or damages as may be caused by the Town's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000; whichever is less, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements"

attached hereto as Exhibit "B" and incorporated herein by this reference. With the exception of Section 4.3, in the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Sixteen Thousand Four Hundred Seventy Five Dollars (116,475.00)** (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Town; Consultant shall not be entitled to any additional compensation for attending said meetings. Reimbursable expenses shall be paid to Consultant as stated in "Schedule of Compensation" Exhibit "C".

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the Town in the form approved by the Town's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, Town shall pay Consultant for all expenses stated thereon which are approved by Town pursuant to this Agreement no later than the last working day of the month.

## 3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public

enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, as determined by the Town, but not exceeding six (6) months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### 4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

John M. Cutler, Principal-in-Charge  
(If Mr. Cutler is unavailable, then  
Joey Mendoza, Regional Manager)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Town to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of the Town.

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

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a

substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

4.4 Independent Contractor. Neither the Town nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Town shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive broad form general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of \$1,000,000 for bodily injury, death and property damage or (ii) bodily injury limits of \$500,000 per person, \$1,000,000 per occurrence and \$1,000,000 products and completed operations and property damage limits of \$500,000 per occurrence. If the Contract Sum is greater than \$100,000, the policy of insurance shall be in an amount not less than \$2,000,000 combined single limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the Town against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$500,000 per person and \$1,000,000 per occurrence and property damage liability limits of \$250,000 per occurrence and \$500,000 in the aggregate or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability. A policy of errors and omissions professional liability insurance in an amount not less than \$1,000,000.

All of the above policies of insurance shall be primary insurance and shall name the Town, its officers, employees as additional insureds, except that the Town shall not be named as an additional insured for the worker's compensation insurance nor the professional liability insurance. The insurer shall waive all rights of subrogation and contribution it may have against the Town, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the Town. In the event any of said policies of insurance are canceled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town.

Except for the worker's compensation and professional liability insurance, all certificates shall name the Town as additional insured (providing the appropriate endorsement), be signed by an authorized agent of the insurer, and shall contain the following "cancellation" notice:

"CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail an advance 30-day written notice to the Certificate holder named herein."

The Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Town Held Harmless - General Liability. Except for the sole negligence of Town, Consultant undertakes and agrees to defend, indemnify and hold harmless Town, and any and all of Town's boards, officers, employees, agents, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages(s) or

liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the acts or omissions in the performance of this Agreement on the part of Consultant, or any of Consultant's subcontractor's, employees, or anyone for whom Consultant has obligated itself under this Contract, whether or not contributed to by any act or omission of Town or any of the Town's boards, officers or employees.

(h) Town Held Harmless - Professional Liability. Consultant undertakes and agrees to indemnify and hold harmless Town, and any and all of Town's boards, officers, employees, and agents from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of, any property of third persons, in any manner to the extent caused by the negligent acts or omissions in performance of the professional services under this Agreement on the part of Consultant."

5.3 Performance Bond. Not applicable.

5.4 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Town Manager or designee of the Town ("Town Manager") due to unique circumstances. In the event the Town Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Town Manager or designee; provided that the Consultant shall have the right to appeal a determination of increased coverage by the Town Manager to the Town Council within ten (10) days of receipt of notice from the Town Manager.

## 6.0 REPORTS AND RECORDS

6.1 Reports. Consultant shall periodically, and no less than monthly, prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. Town acknowledges the drawings, specifications and other documents prepared by Consultant, its employees, subcontractors and consultants pursuant to this Agreement are instruments of professional service ("Instruments"). Upon payment in full of all undisputed monies due Consultant, the Instruments shall become the property of Town. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership of the Instruments; provided, however, that any modification of the Instruments or use for other projects for which Consultant is not retained and does not provide professional services shall be at Town's sole risk and without liability to Consultant, and shall require the removal of Consultant's title block and indicia from the Instruments unless otherwise agreed in writing by Consultant. Town shall indemnify and hold harmless Consultant, its officers, directors and employees from and against any loss, damage, liability, claims, demands, suits and expenses, including but not limited to reasonable attorneys' fees and costs, resulting from use of the Instruments as aforementioned, without agreement in writing from Consultant.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 7.0 ENFORCEMENT OF AGREEMENT

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

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not

be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit Town's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which are in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. Notwithstanding anything in this Agreement to the contrary, Consultant does not waive, relinquish or release any claims or rights it may have to any amounts deducted hereunder, and shall be entitled to seek recourse for collection against Town for any amounts deducted (i) the payment of which should not have been disputed and/or (ii) are not necessary to compensate Town for any losses, costs, liabilities or damages, either suffered by Town or for which Town is liable to third parties, by reason of Consultant's acts or omissions in connection with this Agreement. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages. Not applicable.

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for

termination for cause. The Town reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time upon, with or without cause, upon sixty (60) days' written notice to Town, except that where termination is due to the fault of the Town, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure.

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

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

## 8.0 TOWN AGENCY OFFICERS, EMPLOYEES AND AGENTS; NON DISCRIMINATION

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

8.2 Conflict of Interest. No officer, employee, or agent of the Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or

employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the Town, to Contract Officer Duane Gasaway, 58928 Business Center Drive, Yucca Valley, CA 92284, with copy to Town Manager, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284; and in the case of the Consultant, to the person at the address designated at the first page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Construction Means and Methods. Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, schedules, sequences, procedures, fabrication, procurement, shipment, delivery, receipt or installation, or for safety precautions or programs in connection with the work provided by the construction contractor or its subcontractors since such are solely the construction contractor's and its subcontractor's responsibility under the contract for construction. Consultant is not responsible for the construction contractor's or its subcontractor's failure to carry out the work in accordance with the Contract Documents.

[Signatures on following page]



EXHIBIT "A"  
SCOPE OF SERVICES

Consultant shall provide right of way services in support of the State Route 62 PLHD Improvement Project, Town Project No. 8661, including but not limited to, planning and management, preliminary title reports, right of way valuation, property acquisition/negotiation, temporary construction easement exhibits, investigation of inconsistent right of way and ownership situations, internal escrow/title clearance, right of way certification, and appurtenant work and materials which more particularly described in Consultant's Proposal and are summarized below by task.

**Task 1: Project Planning and Management:**

Includes project development, attendance at PDT meetings, status reporting and coordination with Town staff, Caltrans, and other members of the right of way team.

**Task 2: Preliminary Title Reports:**

Provision of preliminary title reports through First American Title Company for the 10 ownerships affected by permanent easements.

**Task 3: Right of Way Valuation:**

Preparation of Waiver Valuations in Caltrans format for the 45 Temporary Construction Easements (TCE) and 11 Permanent Easements.

**Task 4: Property Acquisition/Negotiations:**

Performance of right of way acquisition activities as described in Consultant's Proposal for 35 (TCE) only, 10 TCE and Permanent Easements.

**Task 5: Temporary Construction Easement Exhibits:**

Provision of suitable plats identifying the temporary construction easements for each parcel.

**Task 6: Legal and Plat Preparation:**

Provision of legal descriptions and plats prepared by RBF sub-consultants for the 11 permanent easements required for the project.

**Task 7: Investigation of Inconsistent Right of Way and Ownership Situations:**

Investigation and clarification/resolution of situations within the project limits where apparent rights of way are not consistent with apparent ownership boundaries.

**Task 8: Internal Escrow/Title Clearance:**

Secure subordination agreements and remove adverse title conditions for the 10 permanent easement acquisition ownerships and provide for payment to grantors; record temporary construction easements and provide payment to grantors of temporary construction easements.

**Task 9: Right of Way Certification:**

Preparation of the Right of Way portion of the Project Certification, submission to and interface with Caltrans.

EXHIBIT "B"  
SPECIAL REQUIREMENTS

There are no special requirements.

EXHIBIT "C"  
SCHEDULE OF COMPENSATION

Contractor shall be compensated pursuant to Section 2.1 of the Agreement based upon percentage of each item of the Base Bid completed as determined by the Town's Contract Officer. Contractor shall invoice the Town on a monthly basis, after work is performed and deemed completed by the Contract Officer, and the Town shall pay within thirty (30) days of such properly tendered invoice. The Contract Officer shall retain 10% of the total compensation until all work is completed and accepted by the Town. The total compensation to Contractor shall not exceed the Contract Sum of **One Hundred Sixteen Thousand Four Hundred Seventy Five Dollar Forty Six Thousand Eight Hundred Seventy Five (\$116,475.00)**, exclusive of Town approved change orders.

The items comprising the Schedule of Compensation shall be as follows:

<u>TASK</u>	<u>FEE</u>
Task 1: Project Planning and Management:	\$14,000
Task 2: Preliminary Title Reports:	\$5,000
Task 3: Right of Way Valuation:	\$12,750
Task 4: Property Acquisition/Negotiations:	\$50,750
Task 5: Temporary Construction Easement Exhibits:	\$1,125
Task 6: Legal and Plat Preparation:	\$13,850
Task 7: Investigation of Inconsistent Right of Way and Ownership Situations:	\$1,500
Task 8: Internal Escrow/Title Clearance:	\$6,000
Task 9: Right of Way Certification:	<u>\$3,500</u>
TOTAL FEE	\$116,475

EXHIBIT "D"  
SCHEDULE OF PERFORMANCE

The Consultant shall, at his own expense, amend and update the proposed design schedule in Consultant's Proposal for Town approval ant the pre-design kickoff meeting. Upon Town approval of the Town will issue a Notice to Proceed. The Consultant shall complete all services under this Agreement pursuant to the final design schedule approved by the Town at the pre-design kickoff meeting, subject to any subsequent amendment of the final design schedule by the Contract Officer after consultation with the Consultant

Consultant shall coordinate its performance of the Scope of Services with the schedule for completion of PS&E by Willdan Engineering, such that Consultant's Scope of Services will be completed prior to Willdan Engineering's submission of Final PS&E (100%) to Caltrans in October 2011, subject to any subsequent amendment of the final design schedule by the Contract Officer after consultation with the Consultant.

:



TOWN OF YUCCA VALLEY  
PAYROLL REGISTER # 50  
CHECK DATE - June 07, 2013

Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$213,316.65
Gas Tax Fund	8,790.39
Successor Agency	6,555.46 **
	<hr/>

<b>Grand Total Payroll</b>	<b>\$228,662.50</b>
	<hr/> <hr/>

\*\*This is not an obligation of the Town of Yucca Valley.

Prepared by P/R & Financial Specialist: \_\_\_\_\_

Reviewed by H/R & Risk Mgr.: \_\_\_\_\_

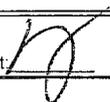
**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**

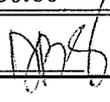
Pay Period 50 - Paid 06/07/2013

(May 18, 2013 - May 31, 2013)

Checks: 4674 - 4680

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,810.24		\$3,810.24
Direct Deposit	110,088.60	-	110,088.60
Sub-total	113,898.84		113,898.84
<b><u>Employee Tax Withholding</u></b>			
Federal	37,880.00		37,880.00
Medicare	2,661.41	2,661.48	5,322.89
SDI - EE	-	-	-
State	13,139.67		13,139.67
Sub-total	53,681.08	2,661.48	56,342.56
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	14,544.95	996.77	15,541.72
PERS Survivor Benefit	38.00		38.00
Health Café Plan	1,802.93	11,367.95	13,170.88
American Fidelity Pre-Tax	77.94		77.94
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	627.86		627.86
PERS EE - Contribution 6.25%	35.38		35.38
PERS EE - Contribution 7%	986.47		986.47
PERS EE - Contribution 8%	5,996.37		5,996.37
PERS Retirement - Employer 6.25%	-	35.38	35.38
PERS Retirement - Employer 7.846%	-	1,105.70	1,105.70
PERS Retirement - Employer 18.586%	-	13,930.90	13,930.90
Wage Garnishment - Employee	293.38		293.38
Life & Disability Insurance		912.73	912.73
Unemployment Insurance		1,695.51	1,695.51
Workers' Compensation		3,875.48	3,875.48
Sub-total	24,500.68	33,920.42	58,421.10
<b>Gross Payroll</b>	<b>\$192,080.60</b>	<b>\$36,581.90</b>	<b>\$228,662.50</b>

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 52/1 Special PR**  
**CHECK DATE - June 13, 2013**

Fund Distribution Breakdown

**Fund Distribution**

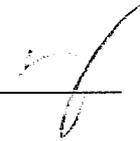
General Fund	\$120,978.18
Gas Tax Fund	0.00
Successor Agency	0.00 **
	<hr/>

**Grand Total Payroll**

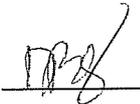
\$120,978.18

**\*\*This is not an obligation of the Town of Yucca Valley.**

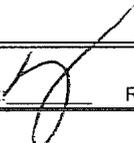
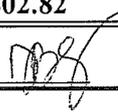
Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 52/1 - Paid 06/13/2013 / Special PR  
(June 01, 2013 - June 14, 2013)  
Checks: 0000 - 0000

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$0.00		\$0.00
Direct Deposit	43,733.36	-	43,733.36
Sub-total	43,733.36		43,733.36
<b><u>Employee Tax Withholding</u></b>			
Federal	28,643.28		28,643.28
Medicare	1,723.84	1,723.84	3,447.68
SDI - EE	-	-	-
State	9,727.05		9,727.05
Sub-total	40,094.17	1,723.84	41,818.01
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	34,900.00	156.97	35,056.97
PERS Survivor Benefit	1.00		1.00
Health Café Plan	-	50.12	50.12
American Fidelity Pre-Tax	-		-
American Fidelity After-Tax	-		-
American Fidelity-FSA	-		-
PERS EE - Contribution 6.25%	-		-
PERS EE - Contribution 7%	-		-
PERS EE - Contribution 8%	74.29		74.29
PERS Retirement - Employer 6.25%	-	-	-
PERS Retirement - Employer 7.846%	-	-	-
PERS Retirement - Employer 18.586%	-	172.59	172.59
Wage Garnishment - Employee	-		-
Life & Disability Insurance		18.45	18.45
Unemployment Insurance		16.25	16.25
Workers' Compensation		37.14	37.14
Sub-total	34,975.29	451.52	35,426.81
<b>Gross Payroll</b>	<b>\$118,802.82</b>	<b>\$2,175.36</b>	<b>\$120,978.18</b>
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 		

TOWN OF YUCCA VALLEY  
PAYROLL REGISTER # 52/2  
CHECK DATE - June 21, 2013

Fund Distribution Breakdown

**Fund Distribution**

General Fund	\$138,726.58
Gas Tax Fund	9,109.29
Successor Agency	9,549.81 **
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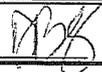
<b>Grand Total Payroll</b>	<b>\$157,385.68</b>
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**\*\*This is not an obligation of the Town of Yucca Valley.**

Prepared by P/R & Financial Specialist: 

Reviewed by H/R & Risk Mgr.: 

**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**  
Pay Period 52/2 - Paid 06/21/2013  
(June 01, 2013 - June 14, 2013)  
Checks: 4681 - 4693

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,845.18		\$3,845.18
Direct Deposit	77,952.37	-	77,952.37
Sub-total	81,797.55		81,797.55
<b><u>Employee Tax Withholding</u></b>			
Federal	17,898.85		17,898.85
Medicare	1,643.99	1,643.96	3,287.95
SDI - EE	-	-	-
State	5,901.06		5,901.06
Sub-total	25,443.90	1,643.96	27,087.86
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	3,184.45	2,512.39	5,696.84
PERS Survivor Benefit	45.00		45.00
Health Café Plan	1,802.93	12,877.94	14,680.87
American Fidelity Pre-Tax	77.94		77.94
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	627.86		627.86
PERS EE - Contribution 6.25 %	88.46		88.46
PERS EE - Contribution 7%	1,014.66		1,014.66
PERS EE - Contribution 8%	5,174.83		5,174.83
PERS Retirement - Employer 6.25 %	-	88.46	88.46
PERS Retirement - Employer 7.846 %	-	1,137.29	1,137.29
PERS Retirement - Employer 18.586 %	-	12,022.31	12,022.31
Wage Garnishment - Employee	358.38		358.38
Life & Disability Insurance		859.51	859.51
Unemployment Insurance		1,987.51	1,987.51
Workers' Compensation		4,542.95	4,542.95
Sub-total	12,471.91	36,028.36	48,500.27
<b>Gross Payroll</b>	<b>\$119,713.36</b>	<b>\$37,672.32</b>	<b>\$157,385.68</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

TOWN OF YUCCA VALLEY  
PAYROLL REGISTER # 54  
CHECK DATE - July 05, 2013

Fund Distribution Breakdown

**Fund Distribution**

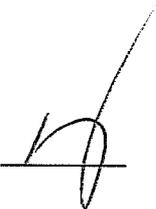
General Fund	\$112,335.00
Gas Tax Fund	9,438.46
Successor Agency	5,825.29 **
	<hr/>

**Grand Total Payroll**

\$127,598.75

**\*\*This is not an obligation of the Town of Yucca Valley.**

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:

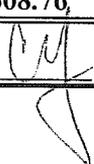


**Town of Yucca Valley**  
**Payroll Net Pay & Net Liability Breakdown**

Pay Period 54 - Paid 07/05/2013

(June 15, 2013 - June 28, 2013)

Checks: 4694 - 4703

	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$4,000.39		\$4,000.39
Direct Deposit	64,184.14	-	64,184.14
Sub-total	68,184.53		68,184.53
<b><u>Employee Tax Withholding</u></b>			
Federal	11,490.72		11,490.72
Medicare	1,274.93	1,274.93	2,549.86
SDI - EE	-	-	-
State	3,536.35		3,536.35
Sub-total	16,302.00	1,274.93	17,576.93
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	2,435.82	860.65	3,296.47
PERS Survivor Benefit	36.00		36.00
Health Café Plan	1,802.93	11,077.33	12,880.26
American Fidelity Pre-Tax	77.94		77.94
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	627.86		627.86
PERS EE - Contribution 6.25%	94.27		94.27
PERS EE - Contribution 7%	967.00		967.00
PERS EE - Contribution 8%	4,973.01		4,973.01
PERS Retirement - Employer 6.25%	-	94.27	94.27
PERS Retirement - Employer 7.846%	-	1,083.88	1,083.88
PERS Retirement - Employer 18.586%	-	11,553.42	11,553.42
Wage Garnishment - Employee	10.00		10.00
Life & Disability Insurance		881.93	881.93
Unemployment Insurance		1,571.53	1,571.53
Workers' Compensation		3,592.05	3,592.05
Sub-total	11,122.23	30,715.06	41,837.29
<b>Gross Payroll</b>	<b>\$95,608.76</b>	<b>\$31,989.99</b>	<b>\$127,598.75</b>
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

**WARRANT REGISTER # 55**  
**CHECK DATE - JUNE 13, 2013**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 42789 to # 42874 are valid

GENERAL FUND # 001	\$347,703.98
INTERNAL SERVICES FUND # 100	\$414.50
STREET MAINTENANCE - FUND # 515	\$4,549.32
MEASURE I 2010-2040 FUND # 524	\$3,848.20
CAPITAL PROJECTS FUND # 800	\$3,250.00
<b>GRAND TOTAL</b>	<b><u><u>\$359,766.00</u></u></b>

Prepared by Shirlene Doten, Accounting Technician  Reviewed by Sharon Cisneros, Senior Accountant   
Approved by Curtis Yakimow, Administrative Services Director 

Town of Yucca Valley

Warrant Register

June 13, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	42790	Aleshire & Wynder, LLC	April 2013 Professional Services	\$9,983.04
	42791	Ruth Alkire	Contract Instructor	54.60
	42792	Alsco/American Linen, Inc.	Uniform Service	90.67
	42793	Americn Alliance of Museums	Membership Renewal	125.00
	42794	Arrowhead Mountain Water	Office Supplies	362.06
	42795	Avalon Urgent Care	Employment Screening Svs.	195.00
	42796	Alma N. Bilsborough	Contract Instructor	8.40
	42797	Bank of New York Mellon	SA Allocation Bonds Service	2,173.00
	42798	Cheyenne Bonnell	Contract Instructor	40.60
	42799	Carol Boyer	Contract Instructor	56.00
	42801	Builders Supply-Yucca Valley	Maintenance Supplies	229.70
	42802	Beverly Burkitt	Contract Instructor	9.80
	42803	Dennis Cavins	Sports Referee	44.00
	42804	CDW Government, Inc.	Technology Hardware & Supplies	246.02
	42805	City Clerk's Assoc of Calif	City Clerk's Handbook	40.00
	42806	Cyber Photographics	Engraving Service	70.85
	42807	Data Ticket	Citation Processing Svs.	588.00
	42808	Desert Images Office Equipment	Toners	329.62
	42809	Desertmoon Arts	Recreation Event Expense	110.00
	42810	Dept of Justice	Livescan Service	128.00
	42811	Employment Development Dept.	Unemployment Insurance	280.00
	42812	Thomas Estrada	Sports Referee	110.00
	42813	Ewing Irrigation, Inc.	Parks Irrigation Supplies	466.55
	42814	FedEx	Delivery Service	29.40
	42815	Catherine Fletcher	Contract Instructor	40.60
	42816	Brad Foxworthy	Contract Instructor	36.40
	42817	Fred Pryor Seminars	Seminar Registration	195.00
	42819	Roland Gagne	Summer Music Festival Sound Svs.	500.00
	42820	Mary Gonzales	Museum Event Expense	75.00
	42821	Graphic Penguin	Web Site Maintenance	550.00
	42822	Joy Groves	Contract Instructor	241.50
	42823	Hajoca Corporation	YVHS Pool Maintenance	639.82
	42824	Totalfunds by Hasler	Postage	400.00
	42825	William Hermes	Summer Music Festival Talent	1,100.00
	42826	Hi-Desert Water	Water Service	1,332.41
	42827	Hi-Desert Publishing	Activity & Events Guide Printing	4,395.74
	42828	Hill's Towing	Vehicle Service	45.00
	42829	Susan Jordan	Contract Instructor	343.00
	42830	Heather Kaczmarczk	Contract Instructor	861.00
	42831	Knorr Systems, Inc.	YVHS Pool Maintenance	693.69
	42832	Legacy Office Products	Office Supplies	53.99
	42833	Dave Luse	Contract Instructor	18.20

*Town of Yucca Valley*

**Warrant Register**

**June 13, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	42835	David Mueller /dba Touch 2	Recreation Program Expense	308.90
	42836	Morongo Unified School District	Fuel & Utilities	6,713.90
	42837	Virginia Neal	Earth Day Event Talent	350.00
	42838	Sierra Oakes	Contract Instructor	16.80
	42839	Oasis Office Supply	Office Supplies	532.80
	42840	Carl Otteson	Testing Service	60.00
	42841	Pacific Telemanagement Svcs.	Public Phone Service	82.64
	42842	Petty Cash	Miscellaneous Supplies	595.01
	42843	Pool & Spa Center	YVHS Pool Maintenance	89.42
	42844	Priority Mailing Systems, LLC	Postage Meter Supplies	183.52
	42845	Pro Video	Town Council Taping	750.00
	42846	PV Inverter Services, Inc.	Solar Inverter Maintenance	2,087.00
	42847	Jeff Rarey	Sports Referee	44.00
	42848	Steven Renegar	Contract Instructor	196.00
	42849	Linda Sande	Contract Instructor	52.50
	42850	SBCO Sheriff's Dept	June 2013 Professional Svcs.	288,911.00
	42851	SCE	Electric Service	774.27
	42852	Beverly Schmuckle	Contract Instructor	46.20
	42853	Simplot Partners, Inc.	Parks Maintenance Supplies	102.06
	42854	William R. Smith	Contract Instructor	80.00
	42855	Southwest Networks, Inc.	Grant Advance	12,671.14
	42856	Sprint	Cell Phone Service	2.95
	42857	The Sun Runner	Museum Advertising	100.00
	42858	Time Warner Cable	Internet & Cable Service	469.37
	42859	Trophy Express	Engraving Service	1,222.03
	42860	Vagabond Welding Supply	YVHS Pool Maintenance	61.56
	42861	VCA Yucca Valley Animal Hospital	Veterinary Services	729.69
	42862	Verizon	Long Distance Phone Service	161.20
	42863	Valley Independent	Employee Business Cards	40.45
	42864	Voyager Fleet Systems, Inc	Natural Gas Vehicle Fuel	94.97
	42865	Walmart Community	Shelter Pet Food	363.11
	42866	Melissa Weipert	Contract Instructor	63.70
	42867	WG Hall, LLC	Temporary Employment Svcs.	1,445.52
	42868	Woods Auto Repair	Fleet Vehicle Repair & Smog Svcs.	85.00
	42869	Guy Wulf	Sports Referee	440.00
	42870	Elizabeth (Betty) Wulf	Contract Instructor	50.40
	42871	Yucca Rentals	YVHS Pool Maintenance	199.20
	42872	YV Chamber of Commerce	Joint Marketing	145.00
	42873	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	11.92
	42874	Zee Medical, Inc.	Safety Equipment	79.09
<b>Total 001 GENERAL FUND</b>				<b>\$347,703.98</b>

Town of Yucca Valley

Warrant Register

June 13, 2013

Fund	Check #	Vendor	Description	Amount
100 INTERNAL SERVICE FUND				
	42839	Oasis Office Supply	Copy Paper	\$414.50
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b><u>\$414.50</u></b>
515 GAS TAX				
	42789	A Cone Zone, Inc.	Street Name Signage	\$2,003.59
	42792	Alsco/American Linen, Inc.	Streets Uniform Service	33.00
	42818	Fred's Tires	Vehicle Maintenance	500.29
	42834	Matich Corporation	Streets Maintenance Supplies	931.49
	42851	SCE	Electric Service	154.91
	42853	Simplot Partners, Inc.	Streets Maintenance Supplies	820.80
	42860	Vagabond Welding Supply	Streets Maintenance Supplies	105.24
<b>Total 515</b>	<b>GAS TAX</b>			<b><u>\$4,549.32</u></b>
524 MEASURE I - 2010-2040 FUND				
	42851	SCE	Electric Service	\$3,848.20
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b><u>\$3,848.20</u></b>
800 CAPITAL PROJECTS RESERVE FUND				
	42800	Brian's Lockshop	Master Key Re-Key System	\$3,250.00
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b><u>\$3,250.00</u></b>
<b>***</b>	<b>Report Total</b>			<b><u><u>\$359,766.00</u></u></b>

**WARRANT REGISTER # 57**  
**CHECK DATE - JUNE 26, 2013**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 42875 to # 42944 are valid

GENERAL FUND # 001	\$85,939.86
INTERNAL SERVICES FUND # 100	\$345.49
DEPOSITS FUND # 200	\$6,250.00
CLEEPS HIGH TECH FUND # 504	\$105.90
COPS-SLESF FUND # 509	\$64.99
AB2928 TCRP FUND # 513	\$6,853.06
STREET MAINTENANCE - FUND # 515	\$3,458.36
MEASURE I 2010-2040 FUND # 524	\$22.37
CAPITAL PROJECTS FUND # 800	\$1,336.18
<b>GRAND TOTAL</b>	<b><u><u>\$104,376.21</u></u></b>

Prepared by Shirlene Doten, Accounting Technician II   
Reviewed by Sharon Cisneros, Senior Accountant   
Approved by Curtis Yakimow, Administrative Services Director 

# Town of Yucca Valley

## Warrant Register

June 26, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	42875	Action Pumping, Inc.	Septic Line Maintenance	\$160.00
	42876	Alliant Insurance Services	Liability Insurance	964.30
	42877	Alsco/American Linen, Inc.	Facilities Supplies & Uniforms	229.12
	42878	AT & T Mobility	Cell Phone Service	281.66
	42879	BSN Sports	Recreation Program Supplies	279.14
	42880	Builders Supply-Yucca Valley	Parks Supplies	56.57
	42882	C & S Electric	Museum Exhibit Expense	122.67
	42883	C & S Electric	Museum Exhibit Expense	61.33
	42884	Charles Abbott & Assoc, Inc.	Plan Check Service	23624.45
	42885	Citron, Inc.	Shipping Supplies	158.89
	42886	Companion Animal Clinic	Veterinary Services	750.00
	42887	Corelogics Information Solutions	Property Information	221.50
	42889	Cyber Photographics	Summer Program Expense	486.00
	42890	Desert Hot Springs Animal Clinic	Veterinary Professional Svs.	411.00
	42891	Marcel Dorsey	Replacement Payroll Check	22.73
	42892	Desert Regional Tourism Agency	FY 13/14 Partnership Agreement	7000.00
	42893	Elite Cosmetology	Facility Rental Refund	200.00
	42894	Farmer Bros. Co.	Office Supplies	258.98
	42895	Fred's Tires	Fleet Tire Services	850.02
	42896	Totalfunds by Hasler	Postage	1000.00
	42897	Hi-Desert Glass	Museum Exhibit Expense	729.82
	42898	Hi-Desert Water	Water Service	890.59
	42899	Hi-Desert Publishing	Public Notice Advertising	50.00
	42900	Hi-Grade Materials Co.	YVHS Pool Maintenance	298.35
	42901	Hi-Way Safety Inc.	Grubstake Days Traffic Control	1645.00
	42902	Honeywell	Facilities Maintenance	2957.26
	42903	Joseph Huffman	Summer Recreation Program	250.00
	42904	Inland Empire Stages Unlimited	Adult Trip Services	1817.75
	42905	Intoximeters, Inc.	Sheriff's Office Equipment	980.00
	42906	Knorr Systems, Inc.	YVHS Pool Equipment	3535.92
	42907	Legacy Office Products	Office Supplies	53.00
	42909	Morongo Unified School District	YVHS Pool Utilities	6543.94
	42910	National Notary Association	Notary Training Expense	439.16
	42911	NRO Engineering	Engineering Services	920.00
	42912	Oasis Office Supply	Office Supplies	11.87
	42913	Carl Otteson	Annual Testing Service	30.00
	42915	Marcia Pealstrom	Adult Trip Refund	79.00
	42916	Quality Conservation Services	Building Permit Refund	60.80
	42917	QuarterMaster	Animal Control Supplies	228.54
	42918	S & S Worldwide	Recreation Program Expense	337.99
	42919	SBCO - Information Services	05/13 Radio Access	2062.10

**Town of Yucca Valley**

**Warrant Register**

**June 26, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	42920	Office of the County Recorder	Filing Fees	126.00
	42921	SCE	Electric Service	10632.65
	42922	Secretary of State	Notary Testing Fee	40.00
	42923	Signs by Wanda	Aquatics Program Expense	161.75
	42924	So. Cal. Gas Co.	Natural Gas Service	497.45
	42925	Southwest Networks, Inc.	Technology Support	6660.46
	42926	Stater Bros	Museum Program Expense	284.06
	42927	Steven Enterprises	Engineering Supplies	277.63
	42928	Sunbelt Rentals	Parks Equipment Rental	766.21
	42930	Trophy Express	Summer Music Program Expense	485.89
	42931	Delanford Truitt	Sports Referee	132.00
	42932	Turf Star, Inc.	Parks Equipment Maintenance	815.65
	42933	Vagabond Welding Supply	YVHS Pool Expense	237.60
	42934	VCA Yucca Valley Animal Hospital	Veterinary Services	243.00
	42935	Valley Independent	Printing Expense	442.17
	42936	Walmart Community	Operating Supplies	252.45
	42937	WG Hall, LLC	Temporary Employment Svs.	1065.12
	42939	Woods Auto Repair	Fleet Vehicle Repair & Smog Svs	51.50
	42940	Guy Wulf	Sports Referee	264.00
	42941	Yucca Valley Quick Lube	Fleet Maintenance	153.25
	42942	YV Chamber of Commerce	Joint Marketing	152.19
	42943	Yucca Valley Mirror & Glass	Facility Maintenance	681.00
	42944	Yucca Valley NAPA Auto Parts	Maintenance Supplies	64.75
	EFT	The Home Depot	Facility Maintenance	393.63
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$85,939.86</b>
100 INTERNAL SERVICES FUND				
	42912	Oasis Office Supply	Copy Paper	\$345.49
<b>Total 100</b>	<b>INTERNAL SERVICES FUND</b>			<b>\$345.49</b>
200 DEPOSITS FUND				
	42911	NRO Engineering	Engineering Service	\$6,250.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$6,250.00</b>
504 CLEEPS HIGH TECH FUND				
	42905	Intoximeters, Inc.	Sheriff's Office Equipment	\$105.90
<b>Total 504</b>	<b>CLEEPS HIGH TECH FUND</b>			<b>\$105.90</b>
509 COPS-SLEFS FUND				
	42929	Time Warner Cable	Cable TV Service	\$64.99
<b>Total 509</b>	<b>COPS-SLEFS FUND</b>			<b>\$64.99</b>

**Town of Yucca Valley**

**Warrant Register**

**June 26, 2013**

Fund	Check #	Vendor	Description	Amount
513 AB2928 TCRP FUND				
	42899	Hi-Desert Publishing	TCRP Advertising	\$380.19
	42907	Legacy Office Products	TCRP Printing Expense	3595.37
	42914	Overland Pacific & Cutler, Inc.	TCRP SR 62 La Honda/Dumosa	2562.50
	42938	Willdan Associates	TCRP Project Expense	315.00
<b>Total 513</b>	<b>AB2928</b>	<b>TCRP FUND</b>		<b><u>\$6,853.06</u></b>
515 GAS TAX FUND				
	42877	AlSCO/American Linen, Inc.	Streets Uniform Service	\$33.00
	42880	Builders Supply-Yucca Valley	Street Supplies	85.87
	42888	Crafco, Inc.	Asphalt Supplies	2773.44
	42898	Hi-Desert Water	Water Service	78.16
	42908	Matich Corporation	Street Supplies	100.00
	42921	SCE	Electric Service	387.89
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b><u>\$3,458.36</u></b>
524 MEASURE I 2010-2040 FUND				
	42921	SCE	Electric Service	\$22.37
<b>Total 524</b>	<b>MEASURE I 2010-2040 FUND</b>			<b><u>\$22.37</u></b>
800 CAPITAL PROJECTS RESERVE FUND				
	42881	C & S Electric	Yucca Room Light Control	\$1,205.00
	42898	Hi-Desert Water	Water Service	131.18
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b><u>\$1,336.18</u></b>
<b>***</b>	<b>Report Total</b>			<b><u><u>\$104,376.21</u></u></b>

**WARRANT REGISTER # 1  
CHECK DATE - JULY 10, 2013**

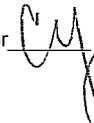
**FUND DISTRIBUTION BREAKDOWN**

Checks # 42948 to # 43022 are valid:

GENERAL FUND # 001	\$45,511.38
DEPOSITS FUND # 200	\$140.76
COPS-SLESF FUND # 509	\$38.01
AB2928 FUND TCRP FUND # 513	\$850.09
GAS TAX FUND # 515	\$7,812.01
MEASURE I 2010-2040 FUND # 524	\$3,338.65
CDBG FUND # 560	\$16.48
LANDSCAPE & LIGHTING MAINTENANCE FUND # 581	\$2,700.00
STREET & DRAINAGE DISTRICT FUND # 582	\$3,200.00
CAPITAL PROJECTS RESERVE FUND # 800	\$8,764.22
 <b>GRAND TOTAL</b>	 <b><u><u>\$72,371.60</u></u></b>

Prepared by Shirlene Doten, Accounting Technician II 

Reviewed by Sharon Cisneros, Senior Accountant 

Approved by Curtis Yakimow, Administrative Services Director 

**Town of Yucca Valley**

**Warrant Register**

July 10, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	42949	Aleshire & Wynder, LLC	May 2013 Professional Svs.	\$ 12,320.66
	42950	Ruth Alkire	Contract Instructor	68.60
	42951	Alsco/American Linen, Inc.	Parks Uniform Service	46.32
	42952	Arrowhead Mountain Water	Office Supplies	283.14
	42953	Alma N. Bilsborough	Contract Instructor	5.60
	42954	Cheyenne Bonnell	Contract Instructor	60.20
	42955	Carol Boyer	Contract Instructor	67.20
	42956	Builders Supply-Yucca Valley	Maintenance Supplies	111.75
	42957	Beverly Burkitt	Contract Instructor	8.40
	42958	CALED	Seminar Expense	95.00
	42959	CDW Government, Inc.	Technology Hardware & Supplies	116.14
	42960	Chevron & Texaco Card Services	Vehicle Fuel	250.85
	42961	Janine Cleveland	Contract Instructor	196.00
	42962	Companion Animal Clinic	Veterinary Services	340.00
	42963	Crest Automation	Parks Maintenance	685.00
	42964	Cyber Photographics	Recreation Program Expense	969.08
	42965	Desert Pacific Exterminators	Exterminator Services	251.00
	42966	Desert Hot Springs Animal Clinic	Veterinary Professional Svs.	1,011.47
	42967	Dept of Justice	Livescan Services	162.00
	42968	Ewing Irrigation, Inc.	Parks Irrigation Supplies	654.00
	42969	FedEx	Delivery Service	16.49
	42970	Catherine Fletcher	Contract Instructor	64.40
	42971	Brad Foxworthy	Contract Instructor	58.80
	42972	Fred's Tires	Vehicle Maintenance	430.00
	42974	Graphic Penguin	Website Maintenance	340.00
	42975	Joy Groves	Contract Instructor	315.35
	42976	Totalfunds by Hasler	Postage	400.00
	42977	Hi-Desert Water	Water Service	642.45
	42978	Hi-Desert Publishing	Employment Advertising	487.02
	42979	Susan Jordan	Contract Instructor	292.25
	42980	Heather Kaczmarczk	Contract Instructor	891.10
	42982	Legacy Office Products	Office Supplies	186.15
	42983	Dave Luse	Contract Instructor	56.70
	42984	Susan Masterson	WSI Course Instructor	470.00
	42986	Maximum Solutions, Inc.	Recreation & Facility Mgmt Svs	1,650.00
	42987	Sierra Oakes	Contract Instructor	40.60
	42988	Oasis Office Supply	Office Supplies	434.74
	42990	Public Agency Retirement Services	04/13 Trust Administrator Svs.	300.00
	42991	Petty Cash	Miscellaneous Supplies	459.99
	42992	Pro Video	Town Council Taping	200.00
	42994	Quick Scores	Recreation Program Expense	120.00

**Town of Yucca Valley**

**Warrant Register**

**July 10, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	42995	Richard Sanchez	Contract Instructor	84.00
	42996	Linda Sande	Contract Instructor	65.80
	42998	SCE	Electric Service	1,069.05
	42999	Beverly Schmuckle	Contract Instructor	88.20
	43000	Smith Pipe & Supply, Inc.	Parks Irrigation Supplies	132.88
	43001	Southwest Networks, Inc.	Technology Support	3,042.06
	43002	Sprint	Cell Phone Service	4.62
	43003	State Board of Equalization	Sales Tax	992.00
	43004	Stater Bros	Summer Music Expense	41.90
	43005	Time Warner Cable	Cable Service	610.54
	43006	Trophy Express	Engraving Service	12.96
	43007	Delanford Truitt	Sports Referee	66.00
	43008	Turf Star, Inc.	Parks Equipment Maintenance	2,327.66
	43009	VCA Yucca Valley Animal Hospital	Veterinary Services	778.55
	43010	Verizon	Phone Service	2,596.29
	43012	Valley Independent	Printing Expense	464.35
	43013	Voyager Fleet Systems, Inc	Natural Gas Vehicle Fuel	166.55
	43014	Walmart Community	Shelter Supplies	840.03
	43015	Melissa Weipert	Contract Instructor	51.10
	43016	WG Hall, LLC	Temporary Employment Svs.	786.16
	43017	Guy Wulf	Sports Referee	308.00
	43018	Elizabeth (Betty) Wulf	Contract Instructor	65.80
	43019	Yellowmart	Safety Equipment	788.99
	43020	Yucca Valley Quick Lube	Fleet Maintenance	140.52
	43022	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	14.03
	EFT	First Bankcard	Meetings/Projects/Supplies	4,414.89
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 45,511.38</b>
<b>200 DEPOSITS FUND</b>				
	42982	Legacy Office Products	Office Supplies	\$ 90.76
	42997	SBCO-Clerk/Board of Supervisors	Filing Fee	50.00
<b>Total 200</b>	<b>DEPOSITS FUND</b>			<b>\$ 140.76</b>
<b>509 COPS-SLESF FUND</b>				
	43011	Verizon Wireless	Sheriff's Office Phone Svs.	\$ 38.01
<b>Total 509</b>	<b>COPS-SLESF FUND</b>			<b>\$ 38.01</b>
<b>513 AB2928-TCRP FUND</b>				
	42969	FedEx	Delivery Service	\$ 350.09
	42989	Overland Pacific & Cutler, Inc.	TCRP SR 62 La Honda/Dumosa	500.00
<b>Total 513</b>	<b>AB2928-TCRP FUND</b>			<b>\$ 850.09</b>

**Town of Yucca Valley**

**Warrant Register**

July 10, 2013

Fund	Check #	Vendor	Description	Amount
515 GAS TAX FUND				
	42948	A Cone Zone, Inc.	Street Name Signage	\$ 459.00
	42951	Alsco/American Linen, Inc.	Streets Uniform Service	33.00
	42973	Granite Construction, Inc.	Asphalt Recycling Svs.	749.20
	42985	Matich Corporation	Natoma Street Repair	1,702.32
	42991	Petty Cash	Miscellaneous Supplies	63.55
	42993	Quality Street Services, Inc.	Street Sweeping Service	4,400.00
	43019	Yellowmart	Safety Equipment	400.00
	43022	Yucca Valley NAPA Auto Parts, Inc.	Streets Vehicle Maintenance	4.94
Total 515 GAS TAX FUND				<u>\$ 7,812.01</u>
524 MEASURE I - 2010-2040 FUND				
	42998	SCE	Electric Service	\$ 3,338.65
Total 524 MEASURE I - 2010-2040 FUND				<u>\$ 3,338.65</u>
560 CDBG FUND				
	42969	FedEx	Delivery Service	\$ 16.48
Total 560 CDBG FUND				<u>\$ 16.48</u>
581 LANDSCAPE/LIGHTING MAINTENANCE FUND				
	42981	K. Dennis Klingelhofer	Maintenance District Services	\$ 2,700.00
Total 581 LANDSCAPE/LIGHTING MAINTENANCE FUND				<u>\$ 2,700.00</u>
582 STREET & DRAINAGE DISTRICT FUND				
	42981	K. Dennis Klingelhofer	Maintenance District Services	\$ 3,200.00
Total 582 STREET & DRAINAGE DISTRICT FUND				<u>\$ 3,200.00</u>
800 CAPITAL PROJECTS RESERVE FUND				
	43021	Yucca Valley Mirror & Glass	Museum Door Replacement	\$ 8,764.22
Total 800 CAPITAL PROJECTS RESERVE FUND				<u>\$ 8,764.22</u>
***	Report Total			<u><u>\$ 72,371.60</u></u>

**WARRANT REGISTER # 3  
CHECK DATES - JULY 11, 2013**

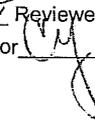
**FUND DISTRIBUTION BREAKDOWN**

Checks # 42945-42947 & # 43023-43068 are valid

GENERAL FUND # 001	\$484,335.09
INTERNAL SERVICE FUND # 100	\$3,857.20
AB2928 STATE GRANT FUND # 513	\$5,350.00
CAPITAL PROJECTS FUND # 800	\$18,292.35

**GRAND TOTAL**

\$511,834.64

Prepared by Shirlene Doten, Accounting Technician II  Reviewed by Sharon Cisneros, Senior Accountant   
Approved by Curtis Yakimow, Administrative Services Director 

**Town of Yucca Valley**

**Warrant Register**

July 11, 2013

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	42945	Roland Gagne	Summer Music Sound Svs.	\$ 500.00
	42946	Robert Haerr	Summer Music Festival Talent	1,100.00
	42947	Pro Security	Animal Shelter Security Sys.	2,100.00
	43024	Janet Anderson	07/13 Insurance Reimbursement	975.25
	43029	Builders Supply-Yucca Valley	Parks Supplies	23.74
	43030	C & S Electric	Electrical Maintenance & Parts	258.00
	43031	CALED	FY13/14 Membership Dues	465.00
	43032	CAPRCBM	FY 13/14 Membership Dues	225.00
	43035	CMTA	FY 13/14 Membership Dues	155.00
	43036	Companion Animal Clinic	Veterinary Services & Supplies	61.30
	43037	Lesley Copeland	Notary Bond Filing Fee	104.00
	43038	Cyberspike	Museum Web Hosting Svs.	120.00
	43039	Roland Gagne	Summer Music Sound Svs.	500.00
	43040	Roland Gagne	Summer Music Sound Svs.	500.00
	43042	Gov't Finance Officers Assoc.	FY 13/14 Membership Dues	190.00
	43050	Mojave Desert & Mtn. Integ.	1st Qtr FY 13/14 Contribution	4,720.00
	43051	Oasis Office Supply	Office Supplies	15.14
	43052	Pacific Telemanagement Svs.	Public Phone Svs.	82.64
	43053	PARSAC	FY 13/14 Insurance	162,765.00
	43055	Rogers,Anderson, Malody & Scott	Professional Services	10,500.00
	43057	Lynne Richardson	07/13 Insurance Reimbursement	501.21
	43058	SBCO-Auditor/Controller	LAFCO FY 13/14 Apportionment	1,830.50
	43059	SBCO Sheriff's Dept	July 2013 Professional Svs.	293,600.00
	43061	Storage Solutions	FY 13/14 Storage Unit Rental	1,222.88
	43062	Michael Sullivan	Summer Music Performance	1,100.00
	43064	Vagabond Welding Supply	YVHS Pool Expense	68.04
	43065	Walmart Community	Museum Supplies	20.39
	43066	Guy Wulf	Sports Referee	132.00
	43067	YVHS Music Boosters	Summer Music Performance	500.00
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 484,335.09</b>
	100 INTERNAL SERVICE FUND			
	43041	GE Capital Corporation	Copier Lease	\$ 3,329.08
	43048	Mail Finance	Postage Meter Lease	528.12
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 3,857.20</b>

**Town of Yucca Valley**

**Warrant Register**

July 11, 2013

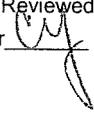
Fund	Check #	Vendor	Description	Amount
513 AB2928-TCRP FUND				
	43023	Werner & Elisabeth F. Altenburg	Right of Way Acquisition-TCRP	\$ 250.00
	43025	Robert R. Beam, III	Right of Way Acquisition-TCRP	450.00
	43026	David W & Debra J Bradley	Right of Way Acquisition-TCRP	250.00
	43027	Leroy Braszeal, Trustee	Right of Way Acquisition-TCRP	375.00
	43033	Arturo & Martha Castaneda	Right of Way Acquisition-TCRP	250.00
	43034	Paul A & Edra Louise Cella	Right of Way Acquisition-TCRP	250.00
	43043	Betty H. Hansen	Right of Way Acquisition-TCRP	575.00
	43044	Theresia Hettich, Trustee	Right of Way Acquisition-TCRP	250.00
	43045	James Eric & Evelyn Ko Hom	Right of Way Acquisition-TCRP	250.00
	43046	Joseph R & Susan L Huber	Right of Way Acquisition-TCRP	575.00
	43047	Samuel Kodish, Trustee	Right of Way Acquisition-TCRP	250.00
	43049	Arthur E. Miller, Jr., Trustee	Right of Way Acquisition-TCRP	250.00
	43054	Sanjay D. & Binaben S. Patel	Right of Way Acquisition-TCRP	250.00
	43056	Michael David Richards	Right of Way Acquisition-TCRP	250.00
	43060	Chester G & Ann M Mistal	Right of Way Acquisition-TCRP	250.00
	43063	Ultimate Motors	Right of Way Acquisition-TCRP	375.00
	43068	Margaret Peterson, R House	Right of Way Acquisition-TCRP	250.00
<b>Total 513</b>	<b>AB2928-TCRP FUND</b>			<b>\$ 5,350.00</b>
800 CAPITAL PROJECTS RESERVE FUND				
	43028	Brian's Lockshop	Townwide Re-Key Project 3 of 3	\$ 18,292.35
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b>\$ 18,292.35</b>
***	<b>Report Total</b>			<b><u>\$ 511,834.64</u></b>

**WARRANT REGISTER # 5**  
**CHECK DATE - JULY 23, 2013**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 43069 to # 43101 are valid

GENERAL FUND # 001	\$48,786.61
INTERNAL SERVICE FUND # 100	\$1,781.83
AB2928-TCRP FUND # 513	\$400.00
GAS TAX FUND # 515	\$270.42
MEASURE I 2010-2040 FUND # 524	\$477.82
PUBLIC LANDS FEDERAL GRANT # 527	\$2,263.00
SAFE ROUTES TO SCHOOL FUND # 529	\$30,969.00
CAPITAL PROJECTS RESERVE FUND # 800	\$69.17
<b>GRAND TOTAL</b>	<b><u><u>\$85,017.85</u></u></b>

Prepared by Shirlene Doten, Accounting Technician II  Reviewed by Sharon Cisneros, Senior Accountant   
Approved by Curtis Yakimow, Administrative Services Director 

**Town of Yucca Valley**

**Warrant Register**

July 23, 2103

Fund	Check #	Vendor	Description	Amount
<b>001 GENERAL FUND</b>				
	43069	Aleshire & Wynder, LLC	June 2103 Professional Svs.	\$ 8,525.90
	43071	Arrowhead Mountain Water	Office Supplies	152.04
	43072	Avalon Urgent Care	Employment Screening Svs.	370.00
	43073	CALED	FY 12/13 Membership Dues	465.00
	43074	Charles Abbott & Assoc, Inc.	Plan Check Services	9,894.18
	43075	Checkered Flag Auto Spa	Vehicle Maintenance	469.85
	43076	Companion Animal Clinic	Veterinary Services	240.00
	43077	Cyber Photographics	Recreation Program Supplies	1,759.08
	43078	Employment Development Dept.	Employment Tax 3/31/13	28.08
	43079	Hi-Desert Water	Water Service	364.05
	43080	Hi-Desert Publishing	Museum Advertising	155.00
	43081	Intervet, Inc.	Animal Shelter Supplies	979.02
	43082	Liebert, Cassidy & Whitmore	Professional Services	455.88
	43084	Crystal Mason	Conference Expense	107.35
	43086	Morongo Unified School District	Vehicle Fuel	3,833.33
	43087	Oasis Office Supply	Office Supplies	1,638.02
	43088	OnTrac	Delivery Service	3.59
	43089	Public Agency Retirement Services	May 2013 Trust Admin Svs	300.00
	43090	Petty Cash	Miscellaneous Supplies	155.86
	43091	Radisphere	Medical Services	30.00
	43092	Ron's Automotive	Vehicle Maintenance	53.85
	43093	SBCO - Information Services	June 2013 Radio Access	2,062.10
	43094	SBCO Animal Care & Control	4th Qtr FY 12/13 License Pass	3,385.35
	43095	SCE	Electric Service	12,927.05
	43096	So. Cal. Gas Co.	Natural Gas Vehicle Fuel	13.00
	43097	Trophy Express	Engraving Service	13.99
	43098	Valley Independent	Shelter Printing Expense	138.02
	43099	Walmart Community	Recreation Supplies	267.02
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 48,786.61</b>
<b>100 INTERNAL SER</b>				
	43083	Mail Finance	Com Dev Lease Adjustment	\$ 1,781.83
<b>Total 100</b>	<b>INTERNAL SERVICE FUND</b>			<b>\$ 1,781.83</b>
<b>513 AB2928-TCRP FUND</b>				
	43100	Wells Fargo Bank	TCRP Project Easement	\$ 400.00
<b>Total 513</b>	<b>AB2928-TCRP FUND</b>			<b>\$ 400.00</b>

**Town of Yucca Valley**

**Warrant Register**

July 23, 2103

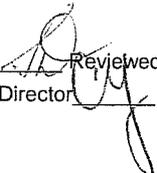
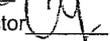
Fund	Check #	Vendor	Description	Amount
515 GAS TAX FUND				
	43079	Hi-Desert Water	Water Service	\$ 60.00
	43095	SCE	Electric Service	47.24
	43095	SCE	Electric Service	158.90
	43101	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	4.28
<b>Total 515</b>	<b>GAS TAX FUND</b>			<b>\$ 270.42</b>
524 MEASURE I - 2010-2040 FUND				
	43095	SCE	Electric Service	\$ 21.77
	43095	SCE	Electric Service	456.05
<b>Total 524</b>	<b>MEASURE I - 2010-2040 FUND</b>			<b>\$ 477.82</b>
527 PUBLIC LANDS FEDERAL GRANT FUND				
	43070	Apache Mobile Home Park Assoc.	Right of Way Acquisition	\$ 2,263.00
<b>Total 527</b>	<b>PUBLIC LANDS FEDERAL GRANT FUND</b>			<b>\$ 2,263.00</b>
529 SAFE ROUTES TO SCHOOL FUND				
	43085	Minagar & Associates, Inc.	Safe Routes to School Project	\$ 30,969.00
<b>Total 529</b>	<b>SAFE ROUTES TO SCHOOL FUND</b>			<b>\$ 30,969.00</b>
800 CAPITAL PROJECTS RESERVE FUND				
	43079	Hi-Desert Water	Water Service	\$ 69.17
<b>Total 800</b>	<b>CAPITAL PROJECTS RESERVE FUND</b>			<b>\$ 69.17</b>
<b>***</b>	<b>Report Total</b>			<b>\$ 85,017.85</b>

**WARRANT REGISTER # 7  
CHECK DATE - JULY 25, 2013**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 43102 to # 43141 are valid

GENERAL FUND # 001	\$28,499.44
INTERNAL SERVICE FUND # 100	\$543.33
DEPOSITS FUND # 200	\$24.30
GAS TAX FUND # 515	\$11,407.83
CAPITAL PROJECTS RESERVE FUND # 800	\$6,707.65
<b>GRAND TOTAL</b>	<b><u><u>\$47,182.55</u></u></b>

Prepared by Shirlene Doten, Accounting Technician II  Reviewed by Sharon Cisneros, Senior Accountant   
Approved by Curtis Yakimow, Administrative Services Director 

**Town of Yucca Valley**

**Warrant Register**

July 25, 2013

Fund	Check #	Vendor	Description	Amount
001 GENERAL FUND				
	43102	Ace Alternators	Fleet Vehicle Maintenance	\$ 314.00
	43103	Alsco/American Linen, Inc.	Uniform Maintenance	140.39
	43104	Builders Supply-Yucca Valley	Credit Memo	144.57
	43105	C & S Electric	Vehicle Maintenance Svs	56.81
	43106	Janine Cleveland	June & July 2013 Medical Ins	209.80
	43107	D & D Disposal, Inc.	Animal Disposal Service	5,340.00
	43109	Farmer Bros. Co.	Office Supplies	215.66
	43110	Fulton Distributing Co.	Animal Shelter Maintenance	241.80
	43111	Roland Gagne	Summer Music Sound Sys	500.00
	43112	Roland Gagne	Summer Music Sound Sys	500.00
	43113	Mike Heil	Summer Music Program Talent	1,100.00
	43114	Hi-Desert Water	Water Service	434.02
	43115	Jimmy's Equipment & Turf Supply	Parks Equipment	795.70
	43116	Knorr Systems, Inc.	YVHS Pool Maintenance	522.79
	43117	Legacy Office Products	Office Supplies	51.00
	43120	Oasis Office Supply	Office Supplies	820.64
	43121	Ole's Alignment & Brake	Vehicle Maintenance	40.00
	43122	Carl Otteson	Annual Testing Service	30.00
	43123	Jeanette Payne	Recreation Trip Refund	90.00
	43124	Phat Cat Swingers	Summer Music Program Talent	1,100.00
	43125	Pool & Spa Center	YVHS Pool Maintenance	232.61
	43126	Pro Security	Alarm System Animal Shelter	2,100.00
	43127	Jessica Rice	Mileage Expense	164.98
	43128	Ron's Automotive	Vehicle Maintenance	662.79
	43129	SBCO - Hazardous Material Div	07-09/13 Hazardous Waste Svs.	6,920.00
	43130	SCE	Electric Service	2,419.94
	43131	Signs by Wanda	Community Services Signage	71.04
	43132	Stater Bros	Recreation Program Expense	62.85
	43133	The Sun Runner	Museum Advertising	100.00
	43134	D. D. Trent	Museum Program Speaker	100.00
	43135	VCA Yucca Valley Animal Hospital	Veterinary Services	237.00
	43136	Walmart Community	Shelter Supplies	530.20
	43137	WG Hall, LLC	Temporary Employment Svs.	342.36
	43138	Woods Auto Repair	Fleet Vehicle Maintenance	383.78
	43139	Guy Wulf	Sports Referee	418.00
	43140	Yucca Valley Quick Lube	Fleet Vehicle Maintenance	104.90
	43141	Yucca Valley NAPA Auto Parts, Inc.	Maintenance Supplies	43.14
	43142	Brian's Lockshop	Re-Key Project	958.67
<b>Total 001</b>	<b>GENERAL FUND</b>			<b>\$ 28,499.44</b>

*Town of Yucca Valley*

**Warrant Register**

July 25, 2013

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
100		INTERNAL SERVICE FUND		
	43118	Mail Finance	Postage Meter Lease	\$ 543.33
<b>Total 100</b>		<b>INTERNAL SERVICE FUND</b>		<b>\$ 543.33</b>
200		DEPOSITS		
	43117	Legacy Office Products	Office Supplies	\$ 24.30
<b>Total 200</b>		<b>DEPOSITS</b>		<b>\$ 24.30</b>
515		GAS TAX		
	43103	AlSCO/American Linen, Inc.	Streets Uniform Service	\$ 33.00
	43104	Builders Supply-Yucca Valley	Maintenance Supplies	22.95
	43108	Diesel Exhaust & Emissions, LLC	Vehicle Maintenance	805.05
	43119	Matich Corporation	Streets Maintenance Supplies	10,040.15
	43130	SCE	Electric Service	308.28
	43141	Yucca Valley NAPA Auto Parts, Inc.	Maintenance Supplies	198.40
<b>Total 515</b>		<b>GAS TAX</b>		<b>\$ 11,407.83</b>
800		CAPITAL PROJECTS RESERVE FUND		
	43142	Brian's Lockshop	Re-Key Project	\$ 6,707.65
<b>Total 800</b>		<b>CAPITAL PROJECTS RESERVE FUND</b>		<b>\$ 6,707.65</b>
<b>***</b>		<b>Report Total</b>		<b>\$ 47,182.55</b>

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane Stueckle, Deputy Town Manager  
**Date:** July 21, 2013  
**For Council Meeting:** August 6, 2013

**Subject:** Development Code Amendment, DCA-01-13  
Draft Development Code Article 6  
Subdivision Regulations  
CEQA Exemption, Section 15061(b)(3)

**Prior Council Review:** There has been no prior review of this matter.

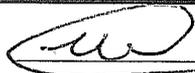
**Recommendation:** As recommended by the Planning Commission, that the Town Council:

- A. Finds that the project is exempt from CEQA in accordance with Section 15061 (b)(3) of the California Environmental Quality Act. The proposed amendment to revise the Town's Subdivision regulations has no potential to impact the environment. The proposed amendment does not alter the existing requirements that specific development projects must comply with the provisions of the California Environmental Quality Act. Development Code Amendment, DCA-01-03 meets the exemption criteria which states "that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA".
  
- B. That the Town Council adopts the Ordinance, and repeals Chapter 4, Division of Land Procedures, from Title 8 of the San Bernardino County Development Code as adopted by the Town of Yucca Valley.

**Executive Summary:** As part of the Development Code Update project, the Planning Commission reviewed Draft Subdivision regulations at its meeting of April 9, 2013, and the Planning Commission held a public hearing on June 25, 2013.

Subdivision ordinances establish processes and standards for the review and approval of tentative, final and parcels maps, as well as lot line adjustments, lot mergers, reversions to acreage, certificates of subdivision compliance and official maps.

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<input type="checkbox"/> Department Report	<input checked="" type="checkbox"/> Ordinance Action	<input type="checkbox"/> Resolution Action	<input checked="" type="checkbox"/> Public Hearing
<input type="checkbox"/> Consent	<input type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

**Order of Procedure:**

- Request Staff Report
- Open the Public Hearing,
- Request Public Comment
- Close the Public Hearing
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Voice Vote)

**Discussion:** The Subdivision Map Act (commencing with Government Code Section 66410), combined with locally enacted regulations, establish processes and standards for the subdivision of lands. Additionally, these also establish processes for staff level actions on lot line adjustments, parcel mergers, and certificates of subdivision compliance. In basic terms, land cannot be divided in California without local government approval.

As established in state law, subdivision maps may only be prepared by a licensed civil engineer or licensed land surveyor. Subdivision maps may not be prepared by a property owner, homeowner, draftsman or licensed architect.

Subdivision regulations, as structured in the existing Development Code, as well as in the recommended Amendment, are generally focused on establishing review authority, map filing and review/approval procedures, technical content of maps, dedications and exactions, bonding and soils report requirements. These regulations do not establish minimum parcel sizes, set-backs, building heights, grading requirements, architectural standards or other requirements, etc. Those types of standards and regulations are located in other sections of the Development Code.

When combined with the General Plan, Development Code and other regulations, all standards are established and govern the design of subdivisions, the size of its lots, and the types of improvements such as street construction, drainage facilities, sewer lines, and other infrastructure that must be developed.

Article 6 is divided into the following eight (8) Chapters.

- Chapter 9.90 General Provisions
- Chapter 9.91 Tentative Map Filing and Procedures
- Chapter 9.92 Parcel Maps and Final Maps
- Chapter 9.93 Additional Subdivision Procedures
- Chapter 9.94 Dedication and Exactions
- Chapter 9.95 Subdivision Design and Improvement Requirements
- Chapter 9.96 Improvement Plans, Installation, and Security
- Chapter 9.97 Soils Reports

**Review Authority:** The following table identifies the review authority for actions under Article 6, from staff level authority through Town Council.

<b>Type of Decision</b>	<b>Applicable Development Code Section</b>	<b>Town Engineer</b>	<b>Director</b>	<b>Planning Commission</b>	<b>Town Council</b>
Tentative or Vesting Tract or Parcel Map	9.91.040		Recommend	Decision	Appeal
Parcel Map	9.92	Recommend	Recommend		Decision
Final Map	9.92	Recommend	Recommend		Decision
Certificate of Subdivision Compliance	9.93.020	Recommend	Decision	Appeal	Appeal
Composite Development Plan	9.92.070	Recommend	Decision	Appeal	Appeal
Official Maps	9.93.070		Recommend	Recommend	Decision
Lot Line Adjustment	9.93.030	Recommend	Decision	Appeal	Appeal
Lot Mergers	9.93.040	Recommend	Decision	Appeal	Appeal
Reversion to Acreage	9.93.050		Recommend	Recommend	Decision

There are basically two types of subdivisions:

- Parcel maps, which are limited to divisions resulting in fewer than five lots (with certain exceptions);
- Subdivision maps (also called tract maps), which apply to divisions resulting in five or more lots. Applications for both types of land divisions must be submitted to the Town for consideration in accordance with the local subdivision ordinance and the Subdivision Map Act.

Current and proposed regulations require a public hearing before the Planning Commission for both a parcel and tract map. The Commission's actions are appealable to the Town Council. The Town Council is the review authority for all final maps. Staff is the review authority for lot line adjustments, parcel mergers and certificates of subdivision compliance. Staff actions are appealable to the Planning Commission.

In general terms, Chapters 9.91 and 9.92 establish the filing procedures for both tentative maps and final maps, as well as map time limit extensions, map amendments, map recordation, map corrections, and other technical standards and requirements.

Chapter 9.93 addresses common staff level processed applications including lot line adjustments, lot mergers and certificates of subdivision compliance. This chapter also includes two less commonly used provisions of subdivision regulations, including reversions to acreage and mobile home park conversions.

Reversion to acreage occurs when a previously recorded subdivision of land eliminated.

**Reversion to Acreage Hypothetical Example:**

Twenty acres of land was subdivided into 40, one-half acre lots. No development ever occurred, no infrastructure was developed, and the land continues to existing in a completely undeveloped condition. The property was foreclosed upon, and the new owner has no interest in subdividing the property.

In this hypothetical example, a new map is filed and processed that eliminates the 40 one-half acre lots and returns the property to a single 40 acre parcel.

Mobile home park conversion is a tool used by mobile home park tenants to subdivide a mobile home park, allowing existing “tenants” to become property owners, and to control costs of homeownership.

Chapter 9.94 establishes authority for dedications and exactions for subdivisions. These may include dedications for streets and highways, alleys, flood control and drainage facilities, trails, avigation and other public easements. The specifics of these public easements are commonly established in other sections of the Development Code or in other plans. For examples, street widths are established by the General Plan, supplemented by project specific environmental study documents. Flood control facility standards are established in the Master Plan of Drainage, supplemented by project specific environmental study documents. The need for public utility easements are established by utility companies and enacted through the subdivision process.

Chapter 9.95 establishes authority for subdivision design and improvement requirements. These design and improvement requirements include General Plan Circulation Element consistency, half-width street requirements, cul-de-sac standards (driven primarily by the County Fire Department), road grades, access, parcel line dimensions and configurations, flag lots, fire protection, minimum slopes, pad elevation, street lighting, street name signs, on-site retention and storm drains.

Chapter 9.96 establishes and outlines the requirements for improvement plans, such as street plans, storm drain/flood control plan, and improvement agreements and bonding requirements. Chapter 9.97 outlines the requirements for soils reports for subdivisions.

In summary, the Subdivision Map Act (commencing with Government Code Section 66410), combined with locally enacted regulations, establish processes and standards for the subdivision of lands. Additionally, these also establish processes for staff level actions on lot line adjustments, parcel mergers, and certificates of subdivision compliance. In basic terms, land cannot be divided in California without local government approval.

Current and proposed regulations require a public hearing before the Planning Commission for both a parcel and tract map. The Commission's actions are appealable to the Town Council. The Town Council is the review authority for all final maps. Staff is the review authority for lot line adjustments, parcel mergers and certificates of subdivision compliance. Staff actions are appealable to the Planning Commission.

Subdivision regulations, as structured in the existing Development Code, as well as in the recommended Amendment, are generally focused on establishing review authority, map filing and review/approval procedures, technical content of maps, dedications and exactions, bonding and soils report requirements. These regulations do not establish minimum parcel sizes, set-backs, building heights, grading requirements, architectural standards or other requirements, etc. Those types of standards and regulations are located in other sections of the Development Code.

When combined with the General Plan, Development Code and other regulations, all standards are established and govern the design of subdivisions, the size of its lots, and the types of improvements such as street construction, drainage facilities, sewer lines, and other infrastructure that must be developed.

**Attachments:** Ordinance No.  
Existing Subdivision Regulations

Ordinance No.

AN ORDINANCE OF THE TOWN COUNCIL OF  
THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING  
TITLE 9, YUCCA VALLEY DEVELOPMENT CODE, BY  
ADOPTING ARTICLE 6, CHAPTERS 9.90 THROUGH 9.97,  
SUBDIVISIONS, AND REPEALING ARTICLES 1 THROUGH 13  
OF CHAPTER 4 OF DIVISION 3, TITLE 8, DIVISION OF  
LAND PROCEDURES, SAN BERNARDINO COUNTY DEVELOPMENT  
CODE, AS ADOPTED AND AMENDED BY THE TOWN OF YUCCA VALLEY

The Yucca Valley Town Council ordains as follows.

Section 1:

Article 6:  
Subdivisions

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## Chapter 9.90 General Provisions

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### Sections:

- 9.90.020 – Purpose
- 9.90.030 – Authority
- 9.90.040 – Applicability
- 9.90.050 – Responsibility for Administration
- 9.90.060 – Advisory Agency
- 9.90.070 – Authority for Subdivision Decisions
- 9.90.080 – Type of Subdivision Approval Required
- 9.90.090 – Applications Deemed Approved
- 9.90.100 – Exceptions to Subdivision Standards
- 9.90.110 – Appeals
- 9.90.120 – Enforcement of Subdivision Standards

#### 9.90.020 – Purpose

This Article constitutes the Yucca Valley Subdivision Ordinance. These provisions are intended to supplement, implement, and work with the Subdivision Map Act, California Government Code Section 66410 et seq. (hereafter referred to as the "Map Act"). This Article is not intended to replace the Map Act, and must be used in conjunction with the Map Act in the preparation of subdivision applications, and the review, approval, and improvement of proposed subdivisions.

#### 9.90.030 – Authority

This Article is adopted in compliance with the Map Act as a "local ordinance," as the term is used in the Map Act. All provisions of the Map Act and future amendments to the Map Act not incorporated into this Article shall, nevertheless, apply to all subdivision maps and proceedings under this Article.

#### 9.90.040 – Applicability

- A. **Subdivision approval required.** Each subdivision of land within the Town shall be authorized through the approval of a map or other entitlement in compliance with this Article.
- B. **Conflicts with Map Act.** In the event of any conflicts between the provisions of this Article and the Map Act, the Map Act shall control.
- C. **Compliance with other regulations required.** The approval or conditional approval of a subdivision map shall not authorize an exception or deviation from any zoning regulation in this Development Code, or as an approval to proceed with any development in violation of other applicable provisions of the Yucca Valley Municipal Code or other applicable ordinances or regulations of the Town.

### **9.90.050 – Responsibility for Administration**

The Director and Town Engineer are authorized and directed to administer and enforce the provisions of this Article and applicable provisions of the Map Act for subdivisions within the Town, except as otherwise provided by this Article.

### **9.90.060 – Advisory Agency**

- A. **Advisory agency established.** The advisory agency for subdivision review as used in the Map Act shall be the Department.
  
- B. **Authority and duties.** The advisory agency shall perform the following duties, and as further detailed in Section 9.90.070 *Authority for Subdivision Decisions*:
  - 1. Approve, conditionally approve, or disapprove Tentative Maps;
  - 2. Recommend to the Commission for review and action on those projects being referred to the Commission;
  - 3. Recommend to the Council the approval, conditional approval, or disapproval of requests for exceptions to the Town’s design and improvement standards, in compliance with Section 9.90.100 *Exceptions to Subdivision Standards*;
  - 4. Recommend modifications of the requirements of this Article;
  - 5. Review and make recommendations concerning proposed subdivisions within the incorporated boundaries in compliance with the Map Act when the advisory agency has elected to do so; and
  - 6. Perform additional duties and exercise additional authorities as specified by law and by this Article.

### **9.90.070 – Authority for Subdivision Decisions**

Table 6-1 *Subdivision Review Authority* identifies the Town official or authority responsible for reviewing and making decisions on each type of subdivision application and other decisions required by this Article.

**TABLE 6-1:  
SUBDIVISION REVIEW AUTHORITY**

Type of Decision	Applicable Development Code Section				
		Town Engineer	Director	Planning Commission	Town Council
Tentative or Vesting Tract or Parcel Map	9.91.040		Recommend	Decision	Appeal
Parcel Map	9.92	Recommend	Recommend		Decision
Final Map	9.92	Recommend	Recommend		Decision
Certificate of Subdivision Compliance	9.93.020	Recommend	Decision	Appeal	Appeal
Composite Development Plan	9.92.070	Recommend	Decision	Appeal	Appeal
Official Maps	9.93.070		Recommend	Recommend	Decision
Lot Line Adjustment	9.93.030	Recommend	Decision	Appeal	Appeal
Lot Mergers	9.93.040	Recommend	Decision	Appeal	Appeal
Reversion to Acreage	9.93.050		Recommend	Recommend	Decision

**9.90.080 – Type of Subdivision Approval Required**

Any subdivision of an existing parcel into two or more parcels shall require approval by the Town in compliance with this Article. In general, the procedure for subdivision first requires the approval of a Tentative Map, and then the approval of a Parcel Map (for a subdivision that results in four or fewer parcels) or a Final Map (for a subdivision that results in five or more parcels) to complete the subdivision process. The Town's review of a Tentative Map evaluates the compliance of the proposed subdivision with Town standards, and the appropriateness of the proposed subdivision design. Parcel and Final Maps are precise surveying documents that detail the location and dimensions of all parcel boundaries in an approved subdivision and, after approval, are recorded in the office of the County Recorder.

**A. Tentative Map requirements.** The filing and approval of a Tentative Map is required for:

1. A subdivision or re-subdivision of four or fewer parcels, as authorized by Map Act Section 66426; and
2. A subdivision or re-subdivision of five or more parcels, and all other types of subdivisions required to have Tentative Map approval by Map Act Section 66426.

**B. Parcel and Final Map requirements.** A Parcel or Final Map (see Chapter 9.92) shall be required as follows:

1. Parcel Map. The filing and approval of a Parcel Map pursuant to Chapter 9.91, *Tentative Map Filing and Procedures* shall be required for a subdivision creating four or fewer parcels, with or without a designated remainder in compliance with Map Act Article 2, Chapter 1, except for the following subdivisions:

- a. Public agency or utility conveyances. Any conveyance of land, including a fee interest, an easement, or a license, to a governmental agency, public entity, public utility or a subsidiary of a public utility for rights-of-way, unless the Director determines based on substantial evidence that public policy necessitates a Parcel Map, in an individual case, in compliance with Map Act Section 66428;
  - b. Rail right-of-way leases. Subdivisions of a portion of the operating right-of-way of a railroad corporation as defined by Section 230 of the California Public Utilities Code, which are created by short-term leases (terminable by either party on not more than 30 days' notice in writing); or
  - c. Waived Parcel Map. A subdivision that has been granted a waiver of Parcel Map requirements in compliance with Section 9.92.020 *Waiver of Parcel Map*.
2. Final Map. The filing and approval of a Final Map pursuant to Chapter 9.91, *Tentative Map Filing and Procedures*, shall be required for a subdivision of five or more parcels, except a subdivision that is otherwise required to have a Parcel Map by Map Act Section 66426.

**C. Exemptions from Subdivision Approval Requirements.** The types of subdivisions identified by Map Act Sections 66411, 66412, 66412.1, 66412.2, and 66426.5, or other applicable Map Act provision as not being subject to the requirements of the Map Act, and/or not being considered to be divisions of land for the purposes of the Map Act, shall be exempt from the subdivision approval requirements of this Article.

#### **9.90.090 – Applications Deemed Approved**

A subdivision application deemed approved in compliance with Government Code Sections 65956 or 66452.1, 66452.2 or 66452.4, shall be subject to all applicable provisions of this Development Code, and any conditions imposed by the review authority, which shall be satisfied by the subdivider before a Building Permit is issued. A Parcel or Final Map filed for recordation after its Tentative Map is deemed approved shall remain subject to all the mandatory requirements of this Article and the Map Act, including Map Act Sections 66473, 66473.5, and 66474.

#### **9.90.100 – Exceptions to Subdivision Standards**

An exception to a provision of Chapter 9.95 *Subdivision Design and Improvement Requirements* may be requested by a subdivider in compliance with this Section. An exception shall not be used to waive or modify a provision of the Map Act, or a provision of this Article that is duplicated or paraphrased from the Map Act.

- A. Application.** An application for an exception shall be submitted on forms provided by the Department together with the required filing fee. The application shall include a description of each standard and requirement for which an exception is requested, together with the reasons why the subdivider believes the exception is justified.
- B. Filing and processing.** A request for an exception shall be filed and processed as follows.
  - 1. An exception shall be processed and acted upon in the same manner as the Tentative Map, concurrently with the Tentative Map if the exception request was filed at the same time.

2. The approval of an exception shall not constitute approval of the Tentative Map and the approval or disapproval of an exception shall not extend the time limits for the expiration of the map established by Section 9.91.110 *Tentative Map Expiration and Extensions*.
3. An exception request may be filed after the approval of a Tentative Map, but shall be considered by the Tentative Map review authority using the same procedures as the original Tentative Map.

C. **Approval of exception requests.** The Commission shall have the authority to approve or disapprove exception requests in compliance with this Section. The Commission shall not grant relief from a specified requirement or standard unless all of the following findings are first made:

1. Due to special circumstances or conditions affecting this property, the strict application of Article 6, *Subdivisions* would create an unnecessary hardship;
2. The exception is consistent with the intent of the requirements of Article 6, *Subdivisions* and does not constitute a grant of special privilege;
3. The exception would not result in significant increased adverse environmental impacts compared to the strict application of the requirements of Article 6, *Subdivisions* and
4. The granting of the exception will not be detrimental to the public health, safety, convenience, and general welfare or injurious to other property in the territory in which the property is situated.
5. The exception will not affect the consistency of the proposed subdivision with the General Plan, any applicable community plan, or any applicable specific plan.

D. **Conditions of approval.** In granting an exception, the Commission shall secure substantially the same objectives of the regulations for which the exception is requested and shall impose whatever conditions it deems necessary to protect the public health, safety, convenience, and general welfare, and to mitigate any environmental impacts in compliance with California Environmental Quality Act (CEQA).

#### 9.90.110 – Appeals

A decision of the Director or Commission made in compliance with this Article may be appealed in compliance with Chapter 9.81, *Appeals* and Map Act Section 66452.5.

#### 9.90.120 – Enforcement of Subdivision Standards

A. **Violations.** A person who violates any provision of this Article shall be subject to the penalties specified by Map Act Chapter 7, Article 1 and Article 2 and/or, where applicable, shall be guilty of a misdemeanor or infraction as specified in Chapter 9.82 *Enforcement*.

## **B. Prohibitions**

### **1. Prohibition on transfers**

- a. No person shall sell, lease, or finance any parcel or portion of a parcel of real property, or commence construction of any building for sale, lease, or financing on a parcel, except for model homes, or allow occupancy, for which a Parcel or Final Map is required by this Article and the Map Act, until a map in full compliance with this Article has been filed for record by the County Recorder.
- b. Conveyance of any portion of a parcel of real property for which a Final or Parcel Map is required by this Article shall not be made by parcel or block number, initial or other designation, until the map has been filed for record by the County Recorder.

### **2. Prohibition on issuance of permits**

- a. No officer, council, commission, or department of the Town shall issue any permit or grant any approval necessary to develop any real property that has been divided, or that has resulted from a division, in violation of the provisions of this Article if it finds or is informed by the Director that development of the real property is contrary to the public health and safety. Before making a finding that the development of the real property is contrary to the public health and safety, the Director shall conduct a review.
- b. At the review, the Director shall consider all information and evidence submitted. The decision of the Director may be appealed in compliance with Map Act Section 66452.5 to the Commission by any aggrieved person, or by a Town officer, council, or department. The authority to disapprove the permit or requested approval shall apply whether the applicant was the owner of the real property at the time of the violation, or whether the applicant, if the current owner of the real property, was with or without actual or constructive knowledge of the violation at the time of the violation, at the time of the acquisition of their interest in the real property. If any Town officer, council, commission, agency, or department issues any permit or grants approval for the development of real property, it may request a report from the Director and impose any additional conditions as would have been applicable to the development of the property at the time the current owner of record acquired the property.
- c. For parcels created before March 4, 1972, notice of the review shall be given by registered mail to the owner of the real property as shown on the latest equalized assessment roll book. The review shall be held not less than 14 days nor more than 30 days after receipt by the owner of the notice of review.

3. Statement of limitations. This Section does not apply to any parcel of a subdivision offered for sale or lease, contract for sale or lease, or sold or leased in compliance with or exempt from any law regulating the design and improvement of subdivisions in effect at the time the subdivision was established.

- C. **Remedies.** If construction activity on property subject to a Parcel or Final Map is occurring contrary to the Map Act, a requirement of the Map, or any other Federal, State, or local law, rule, or ordinance, the Director may order the activity stopped by written notice served on any person responsible for the activity, in addition to the remedies outlined in Map Act Chapter 7, Article 2. The responsible person shall immediately stop the activity until authorized by the Director to proceed. For the purposes of this Section, construction activities include, but are not limited to, grading, earth moving, and/or tree removal.

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## Chapter 9.91 Tentative Map Filing and Procedures

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### Sections:

- 9.91.010 – Purpose
- 9.91.020 – Tentative Map Preparation, Application Contents
- 9.91.030 – Tentative Map Filing
- 9.91.040 – Staff Report and Recommendation
- 9.91.050 – Tentative Map Public Hearing and Action
- 9.91.060 – Tentative Map Approval or Denial
- 9.91.070 – Conditions of Approval
- 9.91.080 – Effective Date of Tentative Map Approval
- 9.91.090 – Completion of Subdivision Process
- 9.91.100 – Vesting on Approval of Vesting Tentative Map
- 9.91.110 – Tentative Map Expiration and Extensions
- 9.91.120 – Amendments to Approved Tentative Maps and Conditions

### 9.91.010 – Purpose

This Chapter establishes requirements for the preparation, filing, approval or disapproval of Tentative Maps, consistent with the requirements of the Map Act.

### 9.91.020 – Tentative Map Preparation, Application Contents

- A. **Submittal Requirements.** When a Tentative Map is required by Section 9.90.080 *Type of Subdivision Approval Required*, Tentative Map submittal shall include the application forms, all information and other materials prepared as required by the Director, and a Tentative Map prepared in the format required by Director.
- B. **Filing of Phased Projects.** If the subdivider wishes to file multiple Parcel or Final Maps for a development project that will be phased, then one of the following shall first be completed:
  - 1. The subdivider, at the time the Tentative Map is filed, shall inform the Director of the subdivider's intention to file multiple Parcel or Final Maps on the Tentative Map; or
  - 2. After the filing of the Tentative Map, the Department and the subdivider concur in the filing of multiple Final Maps.
  - 3. A subdivider filing multiple Parcel or Final Maps shall show the boundary limits of each phase and designate the sequence of filing for recordation of each phase to the satisfaction of the Director.

### 9.91.030 – Tentative Map Filing

- A. **General Filing and Processing Requirements.** A Tentative Map application shall be submitted to the Department for processing, and shall be:  
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1. Reviewed for completeness and accuracy;
2. Referred to affected agencies;
3. Reviewed in compliance with the California Environmental Quality Act (CEQA) where applicable; and
4. Evaluated in compliance with Section 9.91.040 *Staff Report and Recommendation* below.

**B. Referral to Affected Agencies.** The procedure provided by this Subsection is in addition to the procedures in Chapter 9.61 *Application Processing Procedures*.

1. **Required Referrals.** The Director shall refer a Tentative Map application for review and comment to agencies that will be expected to provide service to the proposed subdivision, including, as appropriate, San Bernardino County agencies and departments, cities, special districts, and local agencies, public utilities, and State agencies.
2. **Anticipated Type of Response.** The agencies that receive a Tentative Map application are expected to respond to the Director with an evaluation of the proposal, a list of items (e.g., hydrology study, title report, traffic study, etc.) that may need to be filed and considered during the evaluation phase, and a list of proposed conditions of Tentative Map approval.
3. **Time Limits for Referral and Response.** As required by Map Act Sections 66453 through 66455.7, referral shall occur within five days of the Tentative Map application being determined to be complete. An agency wishing to respond to a referral shall provide the Director with its recommendations within 15 days after receiving the Tentative Map application.

**C. Environmental Review**

1. The Director, upon receipt of a tentative map application, shall conduct an environmental analysis, in compliance the California Environmental Quality Act.
2. If an environmental determination is required, the application for tentative map approval shall not be considered complete until certification of an Environmental Impact Report, adoption of a Negative Declaration, or determination by the Local agency that the project is an exempt project under the California Environmental Quality Act.

**9.91.040 – Staff Report and Recommendation**

**1. Director Shall Prepare Evaluation**

The Director shall prepare an evaluation in compliance with Government Code Section 66452.3 describing the conclusions of the tentative map application review.

## 2. Mailing of Copies of Evaluation

Copies of the evaluation shall be mailed to the subdivider (and each tenant of the subject property, in the case of a residential condominium conversion) at least three days before any hearing or action on the tentative map by the review authority in compliance with Chapter 9.86 *Public Notices and Hearings*.

### a. Town Department Evaluations and Recommendations

Wherever possible, the evaluations and recommendations of the Town departments shall be presented to the Director.

### b. Required Action in the Case of Waste Discharge Violations

The Town Engineer shall advise the Director as to whether the discharge of waste from the proposed subdivision into an existing community sewer system will result in the violation of existing requirements prescribed by the California Regional Water Quality Control Board in compliance with Water Code Section 13000 et seq.

## 9.91.050 – Tentative Map Public Hearing and Action

- A. Applicable Review Authority.** The applicable review authority is set forth in Table 6-1.
- B. Scheduling of Review Authority's Action.** The review authority shall approve, conditionally approve, or deny a tentative parcel or tract map application within 50 days from the date of adoption by the lead agency of a Negative Declaration, Mitigated Negative Declaration, determination that the project is exempt from CEQA, or certification of the Final Environmental Impact Report.
- C. Notice and Public Hearing Required**
1. The review authority shall hold a noticed public hearing on a tentative parcel or tract map.
  2. Notice of the public hearing shall be given and the hearing shall be conducted in compliance with Government Code Sections 66410 et seq. and Chapter 9.86 *Public Notices and Hearings*.
- D. Review Authority's Action is Conclusive.** In the absence of a timely filed written appeal in compliance with Chapter 9.81 *Appeals*, the decision of the review authority shall be final and conclusive.

## 9.91.060 – Tentative Map Approval or Denial

In order to approve or recommend the approval of a Tentative Map and conditions of approval, or to disapprove a Tentative Map, the review authority shall first make the findings required by this Section. In determining whether to approve a Tentative Map, the Town shall apply only the ordinances, policies, and standards in effect on the date the Director determined that the application was complete in compliance with Section 9.91.030 *Tentative Map Filing*, except where the Town has initiated General Plan, specific plan, area plan or Development Code changes, and provided public notice as required by Map Act Section 66474.2.

**A. Required Findings for Approval**

1. Mandatory Findings. The review authority shall approve a tentative parcel or tract map only after first making all of the following findings, as required by Government Code Sections 66474 and 66474.6. The findings shall apply to each proposed parcel as well as the entire subdivision, including any parcel specified as a designated remainder in compliance with Government Code Section 66424.6.
  - a. The proposed map, subdivision design, and improvements are consistent with the General Plan, any applicable specific plan, and this Article;
  - b. The site is physically suitable for the type and proposed density of development;
  - c. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;
  - d. The design of the subdivision or type of improvements is not likely to cause serious public health or safety problems;
  - e. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision.
    - (1) This finding may also be made if the review authority finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public.
    - (2) This finding shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the review authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision.
  - f. The design of the subdivision provides, to the extent feasible, passive or natural heating and cooling opportunities; and
  - g. The proposed subdivision, its design, density, and type of development and improvements conforms to the regulations of this Development Code and the regulations of any public agency having jurisdiction by law.
  - h. The discharge of waste from the proposed subdivision into an existing community sewer system will not result in the violation of existing requirements prescribed by the California Regional Water Quality Control Board in compliance with Water Code Section 13000 et seq.

2. **Additional Specific Findings.** Additional specific findings shall be made by the review authority before approval or conditional approval of a tentative parcel or tract map, as applicable to the application, such as if the proposed subdivision is a conversion of residential real property into a condominium, a community apartment project, or a stock cooperative, the review authority shall first make the additional finding that the proposed subdivision complies with the requirements of Government Code Sections 66427.1(a) and 66452 before approving the proposed subdivision.
3. **Findings under an EIR.** Notwithstanding the finding required by subparagraph A.1.c., above, the review authority may approve a tentative map, or a parcel map for which a tentative map was not required, if an Environmental Impact Report (EIR) was prepared for the project and a finding is made in compliance with Public Resources Code Section 21081 Subdivision (a) Paragraph (3), that specific economic, social, or other considerations make the mitigation measures or project alternatives specified in the EIR infeasible.

**B. Supplemental Findings.** In addition to the findings specified in subsection A., above, the review authority shall not approve a tentative parcel or tract map unless it can also make the following findings, when they are applicable to the specific subdivision proposal.

1. **Construction of Improvements.** In the case of a tentative map for a subdivision that will require a subsequent parcel map, the construction of improvements for the subdivision within a specified time after the recordation of the parcel map is in the interest of the public health and safety, and it is necessary as a prerequisite to the orderly development of the surrounding area.
2. **Waiver of Parcel Map.** The findings required by Section 9.92.020, *Waiver of Parcel Map*, if waiver of a parcel map has been requested with the tentative map application.

**C. Time Limits.** The time limits for acting and reporting on tentative parcel or tract maps and appeals, as specified in this Article and by the Act, may be extended by mutual consent of the subdivider and the review authority.

**D. Appeals.** The subdivider or any interested person adversely affected by a decision of the review authority with respect to a tentative parcel or tract map may appeal, in compliance with the applicable appeals procedures specified in Government Code Section 66452.5, Chapter 9.81 *Appeals*, and as follows:

1. If the Commission is the review authority, then the appeal shall be to the Council which is established as the appeals board;
2. If the review authority is not the Commission, then the first appeal shall be to the Commission. The Commission's decision may be appealed to the Council.

#### **9.91.070 – Conditions of Approval**

Along with the approval of a Tentative Map, the review authority may adopt any conditions of approval deemed necessary to carry out the purposes of this Development Code, including conditions regarding the matters described in Subsection (a), below; provided, that all conditions shall be consistent with the requirements of the Map Act.

**A. Dedications and Improvements**

1. As a condition of approval of a map of five or more parcels, the Town may require dedications and improvements as necessary to ensure that the parcels to be created:
  - a. Are provided with adequate public services and utilities, including any appropriate cable television services, to meet the needs of future residents or users;
  - b. Are of adequate design in all respects in compliance with this Development Code;
  - c. Act to mitigate any potential environmental impacts specified in the Environmental Impact Report (EIR) or by other means; and
  - d. Provide for proper grading and erosion control, including the prevention of sedimentation or damage to off-site property.
2. All improvements shall comply with adopted Town standards.

**B. Access**

1. Except as provided below, parcels created by a subdivision of land shall abut upon a recorded dedicated public right-of-way of a width as established by the Town's Circulation Element, or shall be ensured of access to the Town road system by an approved access which connects a parcel(s) to a maintained public street or State highway.
2. Private road easements may be approved for access to each parcel if it is determined that public street access cannot be provided due to certain title limitations or topographical conditions.
3. Road easements of record established before the effective date of this Article shall be recognized as legal access to each parcel of the proposed subdivision.
4. Existing traveled roads for which a court has determined that a prescriptive right by users exists for public use shall be recognized as legal access to each parcel of the proposed subdivision.

- C. Conditions Modifying Subdivision Design - Time for Compliance.** When modifications in design require a change in the conditions of approval of a tentative parcel map or tentative tract map, the subdivider shall, at least 30 days before the submission of a final map, submit the appropriate number of copies of the tentative map as modified to the Director for review for confirmation by the Town Engineer.

**9.91.080 – Effective Date of Tentative Map Approval**

The approval of a tentative map shall become effective for the purposes of filing a final tract or parcel map, in accordance with Chapter 9.88, *Time Limitations and Time Extensions*.

**9.91.090 – Completion of Subdivision Process**

- A. Effect of Approval on Prior Approvals.** The approval or conditional approval by the review authority of any revised or new parcel map or tentative map shall annul all previous subdivision designs and approvals for the same site. P.151

**B. Compliance with Conditions, Improvement Plans.** After approval of a tentative parcel map or tentative tract map in compliance with this Article, the subdivider shall proceed to fulfill the conditions of approval within any time limits specified by the conditions and the expiration of the map and, where applicable, shall prepare, file, and receive approval of improvement plans in compliance with Chapter 9.95, *Subdivision Design and Improvement Requirements*, before constructing any required improvements.

**C. Parcel or Final Map Preparation, Filing, and Recordation**

1. A parcel map for a subdivision of four or fewer parcels shall be prepared, filed, processed, and recorded in compliance with Chapter 9.92, *Parcel Maps and Final Maps*, to complete the subdivision, unless a parcel map has been waived in compliance with Section 9.92.020, *Waiver of Parcel Map*.
2. A final map for a subdivision of five or more parcels shall be prepared, filed, processed, and recorded in compliance with Chapter 9.92, *Parcel Maps and Final Maps*, to complete the subdivision.
3. Project phasing and the filing of multiple parcel or final maps shall be in compliance with this Chapter.

**9.91.100 – Vesting on Approval of Vesting Tentative Map**

**A. Purpose.** The purpose of this Section is to establish procedures necessary for the implementation of the provisions of Government Code Section 66452 relating to vesting tentative maps, vested parcel maps, or tentative tract maps.

**B. Application Filing**

1. Whenever a provision of the Act or this Chapter requires the filing of a tentative parcel or tract map, a vesting tentative map may instead be filed.
2. A vesting tentative map shall be filed in the same form and have the same contents, accompanying data and reports and shall be processed in the same manner as is required of tentative maps in compliance with this Chapter, except as otherwise provided in this Section.
3. At the time a vesting tentative map is filed it shall have printed conspicuously on its face the words "Vesting Tentative Map."
4. At the time a vesting tentative map is filed a subdivider shall also supply all of the following information.
  - a. The height, location, and size of all existing and proposed structures.
  - b. Detailed information on the use(s) of the existing and proposed structures.
  - c. Architectural plans for tract development or design guidelines for custom subdivisions.

- d. Detailed circulation information (existing and proposed). This information may include area wide traffic data sufficient for the Town to determine future circulation needs.
- e. Detailed grading plans.
- f. Flood control information.
- g. Hazardous materials - Level 1 Study.
- h. Road, sewer, storm water, and water details.
- i. Soils report.
- j. Any other studies the Director and/or Town Engineer may require to thoroughly evaluate the project.
- k. The Director may require the filing and concurrent review of other related development applications where it is necessary for the review and implementation of the vesting tentative map.

**C. Expiration.** The approval or conditional approval of a vesting tentative map shall expire at the end of the same time period, and shall be subject to the same extensions, established by the Act and/or this Chapter for the expiration of approved or conditionally approved tentative maps.

**D. Vesting on Approval of Vesting Tentative Map**

- 1. The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in compliance with Government Code Section 66474.2.
- 2. However, if Government Code Section 66474.2 is repealed, the approval or conditional approval of a vesting tentative map shall be deemed to have conferred a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting tentative map was approved or conditionally approved.
- 3. Notwithstanding Subparagraph 1 above, the review authority may condition or deny a permit, approval, extension, entitlement, or require an amendment to the map if it first determines any of the following:
  - a. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both; or
  - b. The condition or denial is required in order to comply with State or Federal law.
- 4. The review authority may alter any condition(s) of a vesting tentative map through an amendment in compliance with Section 9.91.120, *Amendments to Approved Tentative Maps* in order to protect against conditions dangerous to public health and safety or to comply with State or Federal law.

**E. Expiration of Vested Rights**

1. The vested rights referred to in this Section shall expire if a final map is not approved before the expiration of the vesting tentative map, as provided in the Act.
2. If the final map is approved, the vested rights shall last for the following periods of time:
  - a. An initial time period of 24 months.
  - b. A subdivider may apply for a 12-month extension 30 days before expiration in compliance with Subsection C, *Expiration*, above.
  - c. If the extension is denied, the subdivider may appeal that denial within 10 calendar days after the denial, in compliance with Chapter 9.81, *Appeals* .

**9.91.110 – Tentative Map Expiration and Extensions**

**A. Valid Timeframe.** An approved tentative parcel or tract map is valid for 24 months after its effective date, except as otherwise provided by Government Code Section 66452.6, which, under specified circumstances, allows for a tentative map to be deemed valid for 36 months unless otherwise extended in accordance with the provisions of this Article and the Act.

**B. Expiration of an Approved Map**

1. Expiration of an approved tentative parcel or tract map or vesting tentative map shall terminate all proceedings.
2. The application shall not be reactivated unless a new tentative parcel or tract map application is filed in compliance with this Article.

**C. Filing of Extension Request**

1. The time limits for acting on maps and associated appeals, as specified in this Article and Government Code Sections 66410 et seq., may be extended by mutual consent of the subdivider and the applicable review authority.
2. An extension request shall be in writing and shall be filed with the Director not less than 30 days before the date of expiration of the approval or previous extension, together with the required filing fee in compliance with the Planning Fee Schedule.

**D. Approval of First Extension — Director.** The Director may grant one 12-month extension to the initial time limit, only after first finding all of the following:

1. There have been no changes to the provisions of the General Plan, any applicable specific plan, or this Development Code applicable to the project since the approval of the tentative parcel or tract map;
2. There have been no changes in the character of the site or its surroundings that affect how the policies of the General Plan, any applicable specific plan, or other standards of this Development Code apply to the project; and

3. There have been no changes to the capacities of community resources, including but not limited to roads, sewage treatment or disposal facilities, schools, or water supply so that there is no longer sufficient remaining capacity to serve the project.

**E. Additional Extensions — Commission**

1. The Commission may grant additional extensions to the initial time limit, only after first making all of the findings specified in Subsection D, above.
2. The aggregate period of time for all extensions shall not exceed the maximum limits specified in Government Code Sections 66452.6 and 66463.5.

**F. Appeal of Decision.** If the tentative map extension request is denied, the subdivider may appeal the denial within 10 calendar days after the effective date of the denial of the extension in compliance with Chapter 9.81 *Appeals*.

**G. Filing of a Lawsuit**

1. If a lawsuit has been filed and is pending in a court of competent jurisdiction affecting the validity of the approval or conditional approval of a tentative parcel or tract map, the subdivider may apply to the Town within 10 days of the service of the initial petition or complaint upon the Town for a stay of the time in which a tentative parcel or tract map will expire.
2. Within 40 days after receiving the request, the Director shall stay the map's expiration date until final conclusion of the action, if the Director determines that the action affects the validity of the tentative parcel or tract map approval.

**9.91.120 – Amendments to Approved Tentative Maps and Conditions**

- A. Minor Amendments to Approved Tentative Maps — Director.** A subdivider may request amendments to an approved tentative parcel or tract map or its conditions of approval before recordation of a final map in compliance with this Section. Amendments to a parcel or final map after recordation are subject to 9.91.120, *Amendments to Approved Tentative Maps and Conditions*.
- B. Minor Amendments Defined.** Minor amendments to a tentative parcel or tract map that may be requested by a subdivider in compliance with this Section include minor adjustments to the location of proposed parcel lines and improvements, and reductions in the number of approved parcels (but no increase in the number of approved parcels), and any changes to the conditions of approval, consistent with the findings required by Subsection G *Required Findings for Approval*, below.
- C. Amendments Other Than Minor Amendments.** All proposed amendments not covered by this Section shall require the filing and processing of a new tentative parcel or tract map in compliance with this Chapter.
- D. Application for Amendments.** The subdivider shall file an application and filing fee, in compliance with the planning fee schedule, with the Department, using the forms furnished by the Director, together with the following additional information:

1. A statement identifying the tentative parcel or tract map number, the features of the map or particular conditions to be changed and the changes requested, the reasons why the changes are requested, and any facts that justify the changes; and
  2. Any additional information deemed appropriate by the Director.
- E. Processing of Application.** Proposed amendments to a tentative parcel or tract map or conditions of approval shall be processed using the same procedures as the original tentative parcel or tract map, except as otherwise provided by this Section.
- F. Review Authority.** The Director shall be the review authority for reviewing and either approving or denying minor amendments to approved tentative maps.
- G. Required Findings for Approval.** The Director may approve amendments to an approved tentative parcel or tract map or its conditions of approval if the Director first finds all of the following findings to be true, and that all of the applicable findings for approval required by Subsections 9.91.060 A. and B., above, can still be made:
1. No parcels are added, or substantially altered;
  2. No proposed structure locations are substantially altered;
  3. The amendments are consistent with the intent and spirit of the original tentative parcel or tract map approval; and
  4. There are no resulting violations of this Article, the Act, or other applicable laws.
- H. Effect of Amendments on Time Limits.** Approved amendments to a tentative parcel or tract map or conditions of approval shall not be considered as approval of a new tentative map, and shall not extend the time limits provided by Section 9.91.110 *Tentative Map Expiration and Extensions*, above, nor extend any right(s) in compliance with a vesting tentative map.
- I. Recording of Amendments.** Minor amendments shall be indicated on the approved map and certified by the Director.

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## Chapter 9.92 Parcel Maps and Final Maps

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### Sections:

- 9.92.010 – Purpose
- 9.92.020 – Waiver of Parcel Map
- 9.92.030 – Final Tract and Parcel Map Form and Content
- 9.92.040 – Filing and Processing of Final Tract and Parcel Maps
- 9.92.050 – Final Tract or Parcel Map Approval and Recordation
- 9.92.060 – Supplemental Information Sheets
- 9.92.070 – Composite Development Plans
- 9.92.080 – Correction and Amendment of Recorded Maps

### 9.92.010 – Purpose

This Chapter establishes requirements for the preparation, filing, processing, approval, conditional approval, or denial, and recordation of final tract and parcel maps, consistent with the requirements of the Act.

### 9.92.020 – Waiver of Parcel Map

Notwithstanding the provisions of this Chapter, the Town Engineer may elect to waive the requirement for a parcel map subject to the preparation of written findings and as provided for in the Act.

### 9.92.030 – Final Tract and Parcel Map Form and Content

- A. **Form and Content.** The form and content of final tract and parcel maps shall be as required by the Act and this Chapter. The map shall be considered submitted when it is complete and complies with all applicable provisions of the Act, this Chapter, and this Code.
- B. **Authorized Preparers**
  - 1. The final tract or parcel map shall be prepared by, or under the direction of, a registered civil engineer authorized to practice land surveying or licensed land surveyor.
  - 2. A final tract or parcel map shall be based upon a field survey made in compliance with the Professional Land Surveyors Act and as required by this Chapter.
- C. **Certificates and Acknowledgments**
  - 1. Before filing, the certificates and acknowledgements required by the Act and this Chapter shall appear on the map and may be combined where appropriate.
  - 2. The certificates and acknowledgments shall appear on the face of the map unless the Town Engineer advises the subdivider that the certificates and acknowledgments are to be made by separate instrument.

3. If a certificate or acknowledgment is made by separate instrument, there shall appear on the map a reference to the separately recorded documents.

**D. Monuments.** The location, number, and type of monuments shall be as specified in the Act and this Chapter and shall be in compliance with the standards prescribed in the California Business & Professions Code Section 8771.

**E. Documentation Required for Town Review and Approval**

1. The subdivider shall submit prints of the map to the Department for checking, who will distribute the map to other Town departments and agencies for review.
2. The preliminary prints shall be accompanied by documents, plans, and reports in a form approved by the Director, including but not limited to all of the following.
  - a. **Improvement Plans.** Improvement construction plans as required by the Town Engineer.
  - b. **Soils Report**
    - (1) A preliminary soils report, based upon test borings and prepared in compliance with the requirements of the Building Code, as it may be amended and as referenced in Municipal Code Title 8 *Buildings and Construction*, shall be required for all tract maps and for those parcel maps which involve commercial or industrial development.
      - (a) The soils report shall be prepared by a State-registered civil or soils engineer.
      - (b) The requirement of a preliminary soils report may be waived or reduced in scope by the Town Engineer if, in the Town Engineer's opinion, the soil characteristics in the vicinity of the proposed subdivision have been established by previous analyses.
    - (2) Parcel maps which propose the construction of single-family dwellings shall require the preparation of a report which includes the subsurface soil classification, as well as the results of an expansive index test.
  - c. **Title Report.** A title report prepared by a title insurer, with the title report required to be dated no older than within 90 days of the filing of the final map.
  - d. **Improvement Cost Estimate.** An improvement cost estimate, which shall include all improvements located within public or private rights-of-way, common areas, or easements, on-site and off-site drainage improvements, and utility trench backfill as provided by the subdivider, except for those utility facilities to be installed by a utility company under the jurisdiction of the Public Utilities Commission.
  - e. **Grant of Easements and Rights-of-way**

- (1) Grant of easements or rights-of-way required which are not proposed to be dedicated on the final map.
  - (2) The subdivider shall provide written evidence acceptable to the Town in the form of rights of entry or permanent easements across private property outside of the subdivision granting access to perform necessary construction work and allowing the maintenance of facilities, if required.
- f. Traverse Closure Calculations. Traverse closure calculations for the boundary blocks, easements, monument lines, parcels, and street centerlines.
  - g. Hydrology and Hydraulic Calculations. Complete hydrology and hydraulic calculations, if required by the project's conditions of approval.
  - h. Organization Documents
    - (1) Any proposed declaration of covenants, conditions, and restrictions and all other organization documents for the subdivision in a form prescribed by the Civil Code Section 1355.
    - (2) All documents shall be subject to review and approval by the Director and the Town Attorney.
  - i. Letter of Certification from Water Agencies. The subdivider shall submit written certification from the affected water provider that adequate domestic water facilities are or will be available to serve the proposed project and that all necessary financial arrangements have been made to ensure construction of the facilities.
  - j. Other Reports. Any additional calculations, data, reports, or information required by the Town Engineer.

**9.92.040 – Filing and Processing of Final Tract and Parcel Maps**

**A. Official and Timely Filing of Map**

- 1. The subdivider shall cause the map to be officially filed with the Town Engineer at least 20 days before the expiration of the approved or conditionally approved tentative map or any approved extension of time granted in compliance with Section 9.91.110 *Tentative Map Expiration and Extensions*.
- 2. The map shall not be considered officially filed until the engineer or surveyor has received notification from the Town Engineer that all provisions of the tentative map approval, the Act, the Municipal Code, this Development Code, and applicable Town standards have been complied with.
- 3. The filing of the official copy of the map with the Town Engineer shall constitute the timely filing of the map.

## B. Review of Map

1. Upon filing of the application, the Town Engineer shall examine it as to sufficiency of affidavits and acknowledgements, correctness of surveying data, mathematical data and computations, and other matters which may require checking to ensure compliance with the provisions of the Act, this Chapter, and applicable Town standards.
2. If the map is found to be in substantial compliance with the tentative map and is in correct form, the matters shown on the map are sufficient, and the Town Engineer is satisfied that all of the conditions of approval have been met, the Town Engineer shall endorse approval of the map.
3. The Town Engineer shall combine with the map the agreements, easements, and securities as required by this Chapter.
4. The material shall be transmitted to the Council for its consideration of the map.

C. **Time Limit for Filing Map.** If the subdivider fails to file the map with the Town Engineer and the required accompanying data with the appropriate Town departments within 24 months, or other period of time specified in Government Code Section 66452.6 and Section 9.91.110 (Tentative Map Expiration and Extensions), following the effective date of tentative map approval by the review authority, or within any authorized extension of time, the tentative map approval or conditional approval shall become void. In this case, a new filing fee shall be paid, in compliance with the planning fee schedule, and an application for a new tentative map shall be filed.

1. If 120 days before the submittal of a map, the subdivider has failed to comply with the tentative map conditions which require the subdivider to construct or install off-site improvements on land in which neither the subdivider nor the Town has sufficient title or interest, including an easement or license, then at the time the map is filed with the local agency, to allow the improvements to be made, the subdivider shall enter into an agreement with the Town to pay all costs of the Town in acquiring the property.
2. The Town shall have 120 days from the filing of the map, in compliance with Government Code Section 66457, to obtain interest in the land to allow the improvement(s) to be made by negotiation or proceedings in compliance with Code of Civil Procedure Title 7 (commencing with Section 1230.010) of Part 3, including proceedings for immediate possession of the property under Code of Civil Procedure Title 7 Article 3 (commencing with Section 1255.410).
3. In the event the Town fails to meet the 120-day time limitation, the condition for construction of off-site improvements shall be conclusively deemed to be waived.
4. Before approval of the map, the Town may require the subdivider to enter into an agreement to complete the improvements, in compliance with Subsection 9.95.040. *Site Preparation and Grading for Subdivision Construction*, below, at the time the Town acquires an interest in the land which will allow the improvements to be made.
5. "Off-site improvements," as used in this subsection, do not include improvements which are necessary to ensure replacement or construction of housing for persons and families of low or moderate income, as defined in Health and Safety Code Section 50093.

### **9.92.050 – Final Tract or Parcel Map Approval and Recordation**

After determining that the map is in compliance with Section 9.92.030 *Final Tract Map and Parcel Map Form and Content*, above, and is technically correct, the Town Engineer shall execute the Town Engineer's certificate on the map in compliance with Government Code Section 66442, and forward the map to the Town Clerk for Council action in the following manner.

- A. **Applicable Review Authority.** The applicable review authority is set forth in Table 6-1.
- B. **Review and Approval by the Review Authority**
  - 1. **Timing of Review Authority's Review.** The Review Authority shall approve or deny the map after it receives the map from the Town Engineer or, in the case of the Council, at its regular meeting after the meeting at which it receives the map, unless that time limit is extended with the mutual consent of the Director and the subdivider.
  - 2. **Criteria for Approval**
    - a. The Review Authority shall approve the map if it conforms to all of the requirements of the Act, all provisions of this Development Code that were applicable at the time that the tentative map was approved, and is in substantial compliance with the approved tentative map.
    - b. If the map does not conform, the Review Authority shall not approve the map.
    - c. Where a map does not include any offers for dedication or improvement, the Director shall review the map(s) and shall approve each map if the map conforms to the applicable requirements of the Act and this Chapter. If the map(s) does not conform, it shall not be approved.
  - 3. **Applicable Ordinances, Policies, and Standards.** In determining whether to approve or deny a map, the Review Authority shall apply only those ordinances, policies, and standards in effect on the date the proposal for the subdivision was accepted as complete, in compliance with Government Code Section 66474.2.
  - 4. **Action Not to Approve a Final Tract or Parcel Map**
    - a. If a map is not approved due to its failure to meet any of the requirements imposed by the Act or this Chapter, the denial shall be accompanied by findings identifying the requirements which have not been met or performed.
    - b. Approval of a map shall not be withheld when the failure of the map to comply is the result of a technical and inadvertent error which, in the determination of the Council or, in the case of a map not involving any offers of dedication or improvement, the Director, does not materially affect the validity of the map.

**C. Map with Dedications**

1. If a dedication or offer of dedication is required on the map, the Council may accept, subject to improvement or accept for dedication but not into Town maintained roadways and any other offers of dedications and maintained systems, or reject, on behalf of the public, of any real property offered for dedication to the public in compliance with the terms of the offer of dedication, at the same time as it takes action to approve the map.
2. If the Council rejects the offer of dedication, the offer shall remain open and may be accepted by the Council at a later date in compliance with Government Code Section 66477.2.
3. Any termination of an offer of dedication shall be processed in compliance with Government Code Section 66477.2 using the same procedures as specified by Streets and Highway Code Part 3 of Article 9.

**D. Map with Incomplete Improvements.** If improvements required by this Development Code, conditions of approval, or other applicable laws have not been completed at the time of approval of the map, the review authority shall require the subdivider to enter into an agreement with the Town as specified in Government Code Section 66462, and Section 9.96.040 *Improvement Agreements, Lien Agreements, and Securities*, as a condition precedent to the approval of the map.

**E. Recording of Final Tract and Parcel Maps**

1. After action by the Review Authority, as applicable, to approve the map, and after the required signatures and seals have been affixed, the Town Clerk shall transmit the map to the Title Company.
2. The Title Company shall obtain signatures at the County Tax collector and deliver to County Recorder for recordation.

**9.92.060 – Supplemental Information Sheets**

In addition to the information required by this Chapter to be included in all final tract and parcel maps, additional information may be required to be submitted and recorded simultaneously with a final or parcel map as required by this Section.

**A. Preparation and Form**

1. The additional information required by this Section shall be presented in the form of an additional map sheet(s), unless the Director determines that the type of information required would be more clearly and understandably presented in the form of a report or other document(s).
2. The additional map sheet(s) shall be prepared in the same manner and in substantially the same form as required for final tract and parcel maps by Section 9.92.030 *Final Tract and Parcel Map Form and Content*.

**B. Content of Information Sheets.** Supplemental information sheets shall contain the following statements and information:

1. Title. A title, including the number assigned to the accompanying final or parcel map by the Director, the words "Supplemental Information Sheet;"
2. Explanatory Statement. A statement following the title that the supplemental information sheet is recorded along with the subject final or parcel map, and that the additional information being recorded with the final or parcel map is for informational purposes, describing conditions as of the date of filing, and is not intended to affect record title interest;
3. Location Map. A location map, at a scale not to exceed one inch equals 1,200 feet. The map shall indicate the location of the subdivision within the Town;
4. Areas Subject to Flooding. Identification of all lands within the subdivision subject to periodic inundation by water;
5. Soils or Geologic Hazards Reports. When a soils report or geological hazard report has been prepared, the existence of the report shall be noted on the information sheet, together with the date of the report and the name of the engineer making the report; and
6. Information Required by Conditions of Approval. Any information required by the review authority (e.g., areas subject to earthquakes and other similar environmental constraints) to be included on the supplemental information sheet(s) because of its importance to potential successor(s)-in-interest to the property, including any other easements or dedications.

#### **9.92.070 – Composite Development Plans**

In addition to the information required to be included in a Parcel or Final Map (Sections 9.91.030 (E) Tentative Map Filing), a Composite Development Plan may be required to be submitted and recorded as follows, as provided by Map Act Section 66434.2 to provide additional and more detailed information.

- A. **Applicability.** The Director may require the filing of a Composite Development Plan at the time a Parcel or Final Map is accepted for recordation. The Composite Development Plan shall be filed with the Department concurrent with the recordation of the Final or Parcel Map.
- B. **Content.** A Composite Development Plan shall be prepared and shall include the information required by the Department handout on Composite Development Plans, as required by the Composite Development Plan Standards established by the Town Engineer and adopted by the Council, and as required by the conditions of approval.
- C. **Filing and Review.** A Composite Development Plan shall be filed as follows.
  1. Filing Advance Copy. At least three weeks before the recordation of the Parcel or Final Map, the Composite Development Plan shall be submitted for coordination of review to the Town Engineer.
  2. Filing Official Copy of Composite Development Plan. Concurrent with the filing for recordation of the Parcel or Final Map the Composite Development Plan, as approved by the Director and Town Engineer in compliance with this Section, shall be filed with the Building and Safety Division.

#### **D. Amendments to Plan**

1. Should an error be made on the Parcel or Final Map which affects the Composite Development Plan approved in compliance with this Section, the Parcel or Final Map and the Composite Development Plan may be amended as approved by the Director. A Revision to an Approved Action application is required for all other changes to a Composite Development Plan.
2. The Director is authorized to approve amended Composite Development Plans when they do not adversely impact the conditions of other departments and the amendment is in substantial compliance with the conditions of approval of the Tentative or Parcel Map.
3. Any request to modify or deviate from the standards that are shown on a Composite Development Plan shall be made in compliance with the provisions for Variances, except as otherwise provided by this Section.

#### **9.92.080 – Correction and Amendment of Recorded Maps**

A recorded final tract or parcel map (referred to as a map) may be amended by the Town Engineer to correct errors in the recorded map or to change characteristics of the approved subdivision in compliance with Map Act Chapter 3, Article 7.

#### **A. Type of Corrections Allowed in Compliance with Government Code Section 66469**

1. Filing of a Certificate of Correction or an Amending Map. In the event that errors in a map are discovered after recordation, or that other corrections are necessary, the corrections may be accomplished by either the filing of a certificate of correction or an amending map, in compliance with Government Code Chapter 3, Article 7.
2. Error Defined. For the purposes of this Section, "errors" include errors in course or distance (but not changes in courses or distances from which an error is not ascertainable from the map), omission of any course or distance, errors in legal descriptions, or any other map error or omission as approved by the Town Engineer that does not affect any property right, including but not limited to acreage, parcel numbers, street names, and identification of adjacent record maps.
3. Other Corrections. Other corrections may include indicating monuments set by engineers or surveyors other than the one that was responsible for setting monuments, or showing the proper character or location of any monument that was incorrectly shown, or that has been changed.
4. Review Authority. The Town Engineer shall be the review authority for reviewing and either approving or denying corrections to and amendments of recorded maps in compliance with Government Code Section 66469.
5. Application and Town Engineer's Review Process:
  - a. An application to amend a recorded map in compliance with Government Code Section 66469 shall be filed with the Town Engineer.

- b. The Town Engineer shall determine if the changes requested may be approved with a certificate of correction or an amending map.
  - c. The Town Engineer may request additional information based upon that determination and shall approve the certificate of correction or the amending map if all of the required findings specified in Subparagraph 6, *Required Findings*, below can be made.
6. Required Findings. A map may be amended only if the Town Engineer first finds all of the following to be true:
- a. The change(s) requested only involves a minor map annotation correction(s);
  - b. The amendment(s) does not impose any additional burden on the fee owner(s) of the real property;
  - c. The amendment(s) does not alter any interest, right, or title in the real property reflected on the map; and
  - d. The map, as amended, does not conflict with Government Code Section 66474.

**B. Type of Corrections Allowed in Compliance with Government Code Section 66472.1.** In the event that there are changes in circumstances which make any or all of the conditions of a recorded map no longer appropriate or necessary, the following procedures shall be followed to amend the map:

- 1. Application and Town's Review Process:
  - a. An application to amend a recorded map in compliance with Government Code Section 66472.1 shall be filed with the Town Engineer.
  - b. Once approved by the Town Engineer, the application shall be sent to the Council for approval of either a certificate of correction or an amending map.
  - c. The Council shall approve the application if all of the required findings specified in Subparagraph 3, *Required Findings*, below can be made.
- 2. Review Authority. The Council shall be the review authority for reviewing and either approving or denying corrections to and amendments of recorded maps in compliance with Government Code Section 66472.1.
- 3. Required Findings. A map may be amended only if the Council first finds all of the following to be true:
  - a. There is a change(s) in circumstances that make any or all of the conditions of the map no longer appropriate or necessary;
  - b. The amendment(s) does not impose any additional burden on the fee owner(s) of the real property;

- c. The amendment(s) does not alter any interest, right, or title in the real property reflected on the map; and
  - d. The map, as amended, does not conflict with Government Code Section 66474.
- C. **Recordation.** After approval, the certificate of correction or amending map shall be submitted to the County Recorder for recordation.
- D. **Amendment of an Approved Subdivision.** In the event that a subdivider wishes to amend (e.g., change or modify) the characteristics of an approved subdivision (e.g., a recorded final tract or parcel map), including but not limited to the number or configuration of parcels, location of streets or easements, or the nature of required improvements, the construction of which has been deferred through the approval of an agreement in compliance with Section 9.96.040 *Improvement Agreement, Lien Agreements, and Securities*, the subdivider shall file a new tentative, final, or parcel map in compliance with this Article or comply with the requirements of Government Code Sections 66469 through 66472.1.

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## **Chapter 9.93 Additional Subdivision Procedures**

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### **Sections:**

- 9.93.010 – Purpose
- 9.93.020 – Certificates of Subdivision Compliance
- 9.93.030 – Lot Line Adjustments
- 9.93.040 – Lot Mergers
- 9.93.050 – Reversions to Acreage
- 9.93.060 Resident Initiated Mobile Home Park Conversion
- 9.93.070 Official Maps

### **9.93.010 – Purpose**

This Chapter establishes requirements consistent with the Act for certificates of compliance, lot line adjustments, lot mergers, and reversions to acreage.

### **9.93.020 – Certificates of Subdivision Compliance**

#### **A. General Provisions**

1. The Town shall process and approve or conditionally approve applications for Certificate of Subdivision Compliance in compliance with Government Code Sections 66499.34 and 66499.35, and this Section.
2. Filing Criteria and Applicability – When Required.
  - a. A recorded certificate of compliance may be requested by any person owning real property to have the Director determine whether the property complies with the provisions of this Development Code.
  - b. A certificate of compliance may be required by the Director with the recordation of a notice of merger.
  - c. A recorded certificate of compliance shall be required for all lot line adjustments.
  - d. When contiguous deeds or surveys have ambiguities in which the property boundary cannot be ascertained as determined by the Director and an agreement is reached to establish the line by all parties, a boundary line agreement and a certificate of compliance shall be recorded.
  - e. When determined by the Director, a certificate of compliance may be required for the remainder parcel(s) on final or parcel maps.

**B. Application.** An application for the approval of a certificate of compliance or conditional certificate of compliance shall be filed with the Director and include the information required by the Director, together with the processing fee specified by the planning fee schedule.

**C. Review Authority.** The Director shall be the review authority for reviewing and either approving or denying Certificates of Compliance.

**D. Review and Action**

1. The Director shall review the completed application in light of public records and applicable law.
2. If the Director is able to determine from this review that the parcel is clearly in compliance with the provisions of this Article and the Act, a certificate of compliance shall be issued by the Director and delivered to the County Recorder for recordation.
3. If the Director is unable to determine from this review that the parcel is in compliance with the provisions of this Article and the Act, but can do so with appropriate conditions, a conditional certificate of compliance shall be issued by the Director and delivered to the County Recorder for recordation.
4. If the Director is unable to determine from this review that the parcel is clearly in compliance, the procedures specified in Government Code Section 66499.35 shall apply.

**E. Conditions of Approval**

1. When granting a Certificate of Subdivision Compliance for the purpose of determining whether real property is in compliance with the Code, the following shall apply:
  - a. The requirement or conditions for granting of a Certificate of Subdivision Compliance shall be limited to dedication of flood control and road or street right-of-way easement for lots created before March 4, 1972.
  - b. When a Certificate of Subdivision is requested for a parcel of land created after March 4, 1972, the following shall apply:
    - (1) If the parcel is less than five acres in size, access, improvement, and map requirements consistent with land division requirements at the time of the parcel was created shall be required.
    - (2) If the parcel is five acres or greater in size, no Parcel or Record of Survey Map shall be required, unless the Director finds that, due to topographical, geologic, or drainage concerns, delineation of such areas is necessary to assure adequate building sites. Access shall be provided pursuant to subsection (a) above.
    - (3) Access requirements across lands not in the ownership of the applicant may be deferred until development is requested on the applicant's property. A statement of disclosure relating to such lack of access shall be placed on the conditional Certificate of Subdivision Compliance advising of this requirement to future p. 168 of the parcel.

- c. If the Director determines that such real property does not comply with the provision of this Article, the Director shall impose all the access requirements of this Article before issuing a conditional Certificate of Subdivision Compliance, impose those additional improvement requirements and Tentative or Parcel Map requirements provided in this Article. Such conditions may be fulfilled and implemented by the property owner who has applied for a Certificate of Subdivision Compliance pursuant to this section, or by a grantee of such property owner. If such conditions are not fulfilled or implemented by the applicant, property owner, or grantee, the Certificate of Subdivision Compliance shall have no force or effect upon any subsequent transfer of the property and any subsequent transferee or assignee shall make a new applicant for a Certificate of Subdivision Compliance pursuant to this Article, and the Director may impose such conditions as would have been applicable at the time such assignee or transferee acquired the property.
2. All Certificates of Subdivision Compliance shall be reviewed and approved by the Town Engineer prior to recordation. A record of survey may be required by the Town Engineer in order to facilitate the preparation of new legal descriptions or to ensure the elimination of any encroachment.
3. A Certificate of Subdivision Compliance shall be issued for any real property which has been approved for development.
4. A recorded final subdivision map, or Parcel Map, or recorded lot merger shall constitute a Certificate of Subdivision Compliance with respect to the parcels of real property described herein.
5. An official map prepared pursuant to subdivision (b) of Section 66499.52 of the Government Code shall constitute a Certificate of Subdivision Compliance or a conditional Certificate of Subdivision Compliance with respect to the parcels of real property described therein and may be filed for the record, whether or not the parcels are contiguous, so long as the parcels are within the same section or, with the approval of the Town Engineer, within contiguous sections of land.

### **9.93.030 – Lot Line Adjustments**

#### **A. Conditions for Allowing Lot Line Adjustments**

1. Compliance with Government Code Section 66412(d). Lot line adjustments shall be allowed in compliance with Government Code Section 66412(d); provided, all of the following provisions are complied with.
2. Four or Fewer Parcels. A lot line adjustment is between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed are not created.
3. Who Shall Prepare Application. An application for a lot line adjustment shall be prepared by a licensed land surveyor or civil engineer authorized to practice land surveying by the State.

4. Application Requirements

- a. An application for a lot line adjustment shall be filed and processed in compliance with Chapter 9.61 *Application Processing Procedures*.
- b. The application shall include the information and materials specified in the Department handout for lot line adjustment applications, together with the required fee in compliance with the planning fee schedule.
- c. It is the responsibility of the applicant to provide evidence in support of the findings required by Subsection C, *Processing of Lot Line Adjustment Application - Findings Required for Approval*, below.
- d. All lien holders, record owners, and trust deed holders consent in writing to the lot line adjustment; and
- e. A title report prepared by a title insurer, with the title report required to be dated no older than within 90 days of the filing date of the lot line adjustment application, is submitted.

5. Survey May Be Required. The Director may, at the Director's sole discretion, require a survey of the properties involved, if the Director finds the survey necessary in order to provide an adequate description of the subject properties.

**B. Review Authority.** The Director shall be the review authority for reviewing and either approving or denying lot line adjustments.

**C. Processing of Lot Line Adjustment Application - Findings Required for Approval**

1. The Director may approve a lot line adjustment only after first making all of the following findings:
  - a. No street dedication or improvements are necessary to properly service the properties involved in the proposed lot line adjustment;
  - b. The parcels, as proposed by the lot line adjustment, will conform, in all respects, to the provisions of this Article and those of this Development Code;
  - c. A greater number of parcels than originally existed are not created;
2. Where the Director finds all of the above facts to be present, the Director shall approve the lot line adjustment; and thereafter, the owner(s) of the parcels involved shall cause a map, in a form approved by the Director, to be recorded.
3. If the Director finds any of the foregoing facts specified in Subparagraph 1. above, not present, the lot line adjustment shall be denied.
  - a. The applicant shall be advised of the Director's action.

- b. In case of denial, the applicant shall have the option of:
  - (1) Appealing the decision to the Commission in compliance with Chapter 9.81 *Appeals*; or
  - (2) Filing a parcel or tract map in compliance with this Article.
  - (3) Modify the application to comply with the requirements and resubmit.

### **9.93.040 – Lot Mergers**

#### **A. Purpose**

- 1. This Section is provided in compliance with Government Code Chapter 3, Article 1.5 (Merger of Parcels) for the purpose of establishing the authority of the Town to merge two or more parcels or units of land held by the same owner.
- 2. Lot mergers may be voluntary mergers initiated by the property owner(s) or mandatory mergers initiated by the Town.
- 3. Parcels may also be merged in compliance with Government Code Sections 66499.20.2, or 66499.20.3 pertaining to the reversion to acreage.

#### **B. Voluntary Merger of Contiguous Parcels**

- 1. Description and Purpose. It is the purpose of this Subsection to allow property owners to request a voluntary merger of contiguous parcels that are under the same ownership.
- 2. Review Authority. The Director shall be the review authority for reviewing and either approving or denying lot mergers.
- 3. Process
  - a. The property owner shall file an application for a Lot merger.
  - b. The merger of the subject parcels become effective when the Director causes a notice of merger specifying the names of the record owners and a description of the real property to be filed for recordation with the County Recorder.
- 4. Requirements. A parcel may be voluntarily merged with one or more contiguous parcels held by the same owner: if any one of the contiguous parcels held by the same owner does not conform to standards for minimum parcel size or dimension specified by the applicable zone; if the property owner wishes to construct a structure across the property line(s) of two or more contiguous parcels; or, if at least one of the parcels meet one or more of the requirements specified in the Government Code Section 66451.11(b).

**C. Where These Provision Do Not Apply**

1. This Subsection shall not apply to the sale, lease, or financing of one or more contiguous parcels or units of land which have been created under the provisions of Town ordinances regulating the subdivision of real property and Government Code Sections 66410 et seq., applicable at the time of their creation, or to parcels or units which were not subject to the provisions at the time of their creation, even though the contiguous parcels or units are held by the same owner.
2. However, if any one of the contiguous parcels or units held by the same owner does not conform to standards for minimum parcel size to allow use or development in compliance with this Development Code and the standards established by Subsection D *Unmerged Parcels Prior to January 1, 1984*, below, then those parcels or units shall be merged.

**D. Unmerged Parcels Prior to January 1, 1984.** Any parcels or units which were deemed unmerged, before January 1, 1984, under the Act and which have not been merged subsequently shall be considered separate parcels or units for purposes of this Subsection.

**E. Mandatory Merger of Nonconforming Contiguous Parcels under Single Ownership.** Contiguous parcels or units of land held by the same owner on the date that notice of intention to determine status is filed shall be involuntarily merged if one of the parcels or units does not conform to the minimum parcel size to allow use or development in compliance with this Development Code, and if all of the following requirements are satisfied in compliance with Government Code Section 66451.11(b):

1. At least one of the affected parcels is not developed with any structure for which a Building Permit was issued or for which a Building Permit was not required at the time of construction, or is developed only with an accessory structure(s), or is developed with a single structure, other than an accessory structure, that is also partially sited on a contiguous parcel or unit.
2. With respect to any affected parcel, one or more of the following conditions exists:
  - a. Comprises less than 5,000 square feet in area at the time of the determination of merger.
  - b. Was not created in compliance with applicable laws and ordinances in effect at the time of its creation.
  - c. Does not meet current standards for sewage disposal and domestic water supply.
  - d. Does not meet slope stability standards.
  - e. Has no legal access which is adequate for vehicular and safety equipment access and maneuverability.
  - g. Its development would create health or safety hazards.
  - h. Is not consistent with the applicable General Plan and any applicable specific plan, other than minimum parcel size or density standards.

3. Subparagraph E. 2. above, shall not apply if any of the conditions specified in Government Code Sections 66451.11(A), (B), (C), (D) or (E) exist.

**F. Proceedings for Notice of Intention to Determine Status**

1. Whenever the Director has knowledge that real property has merged in compliance with this Section, the Director shall mail, by certified mail, to the current record owner(s) of the property a notice of intention to determine status.
  - a. The notice of intention shall state that the affected parcels may be merged in compliance with this Subsection; that the owner may request, within 30 days from the date the notice of intention was recorded, a hearing before the Commission to present evidence that the property does not meet the standards for merger; and that the notice of intention was recorded with the County Recorder on the date the notice of intention was mailed to the property owner(s).
  - b. Upon receipt of a request for a hearing, the Director shall set the hearing for a date not less than 30 days but not more than 60 days from the date of receipt of the request.
  - c. The property owner shall be notified of the hearing by certified mail.
  - d. After the hearing, the Commission shall determine whether the affected property has merged in compliance with this Section.
  - e. A determination of non-merger may be made whether or not the affected property meets the standards for merger specified in Subsection E., above.
  - f. The determination shall be made and notification of the determination shall be mailed to the property owner(s) within five working days following the date of the hearing.
2. If the parcels have merged, the Director shall file a notice of merger with the County Recorder within 30 days following the date of the hearing, unless the determination has been appealed in compliance with Subparagraph 3. below and Chapter 9.81 *Appeals*.
  - a. The notice of merger shall specify the name(s) of the record owner(s) and shall particularly describe the real property.
  - b. If the parcels have not merged, the Director shall record a release of the notice of intention within 30 days following the date of the determination, and shall mail a copy of the release to the owner(s).
  - c. If no hearing is requested, the determination shall be made not later than 90 days after the mailing of the notice of the opportunity for a hearing.
3. If the owner(s) requested a hearing, the determination of the Commission may be appealed to the Council within 10 days following the date of mailing the notice of determination by filing a written appeal with the Town Clerk, in compliance with Chapter 9.81 (*Appeals*).

- a. A fee in compliance with the planning fee schedule shall be paid at the time of filing the appeal.
- b. Upon receipt of an appeal and payment of the fee, the Town Clerk shall place the matter on the Council agenda not less than 30, but not more than 60, days following the date the appeal was filed.
- c. If, after a hearing, the Council grants the appeal, the Town Clerk shall, within 30 days, record a release of the notice of intention with the County Recorder.
- d. If the appeal is denied, the Town Clerk shall, within 30 days, record a notice of merger with the County Recorder.
- e. A copy of either the release or the notice of merger shall be sent to the property owner(s).

**G. Unmerger**

1. Deemed Unmerged. Any parcel or unit of land which merged in compliance with the provisions of any law before January 1, 1984, but for which a notice of merger was not recorded on or before that date are deemed unmerged, if on January 1, 1984, all of the criteria established by Government Code Section 66451.30(a) are met, and if none of the conditions specified in Government Code Section 66451.30(b) exist.
2. Filing of a Certificate of Compliance. Upon request of an owner, the Director shall file a certificate of compliance whenever the Director determines that a parcel is unmerged in compliance with this Subsection.

**H. Request for Determination of Merger**

1. Director's Determination of Merged or Unmerged
  - a. A property owner may request that the Director determine whether property has merged in compliance with Subsection E, *Mandatory Merger of Nonconforming Contiguous Parcels under Single Ownership*, above, or is deemed unmerged in compliance with Subsection G, *Unmerger*, above.
  - b. A request for determination shall be made in writing and shall be accompanied by a fee in compliance with the Planning Fee Schedule.
2. Determination of Merged. Upon determination that property has merged, the Director shall issue to the owner(s) and record with the County Recorder a notice of merger.
3. Determination of Unmerged. Upon determination that property is deemed unmerged, the Director shall issue to the owner(s) and record with the County Recorder a certificate of compliance showing each parcel as a separate parcel.

## 9.93.050 – Reversions to Acreage

### A. Filing Provisions

1. A reversion to acreage shall be initiated, processed, reviewed, and approved or denied in compliance with Government Code Chapter 6, Article 1.
2. An application for reversion submitted by a property owner(s) shall include all information required by the Director, and shall include the fee required by the Planning Fee Schedule.
3. A parcel map may be filed to revert to acreage land previously subdivided that consists of four or less contiguous parcels, in compliance with Government Code Section 66499.20.2.
4. A tract map may be filed to revert to acreage land previously subdivided that consists of five or more contiguous parcels, in compliance with Government Code Section 66499.20.2.

**B. Review Authority.** The Council shall be the review authority for reviewing and either approving or denying reversions to acreage.

### C. Procedures

1. Public Hearing Required
  - a. The Commission shall hold a public hearing on all petitions for, and Council initiations of, reversions to acreage.
  - b. The notice of the hearing shall be provided and the hearing shall be conducted in compliance with Chapter 9.86, *Public Notices and Hearings*.
  - c. The Commission shall render its decision in the form of a written recommendation to the Council.
  - d. The recommendation shall include the reasons for the recommendation and shall be transmitted to the Council.
  - e. Upon receipt of the recommendation of the Commission, the Council shall hold a public hearing.
  - f. The notice of the hearing shall be provided and the hearing shall be conducted in compliance with Chapter 9.86, *Public Notices and Hearings*.
  - g. The Council may approve a reversion to acreage only if it first makes all of the findings required by Subsection D, *Required Findings*, below.

**D. Required Findings.** The review authority shall approve a reversion to acreage only after first making all of the following findings, as required by Government Code Sections 66499.16:

1. Dedications or offers of dedication to be abandoned or vacated by the reversion to acreage are unnecessary for present or prospective public purposes; and

2. Either:
  - a. All owners of an interest in the real property within the subdivision have consented to the reversion;
  - b. None of the improvements required to be made have been made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is the later; or
  - c. No parcels shown on the final or parcel map have been sold within five years from the date the map was filed for record.

**E. Recordation Procedures**

1. After the hearings before the Commission and the Council and approval of the reversion to acreage, the final or parcel map, as applicable, shall be delivered to the Town Engineer.
2. The reversion to acreage shall be effective upon the final or parcel map being filed for recordation by the County Recorder.
3. Upon filing, all dedications and offers of dedication not shown on the final or parcel map for reversion shall be of no further force or effect.

**F. Effect of Reversion.** The filing of a final or parcel map, as applicable, to complete a reversion to acreage shall also constitute the merger of the separate parcels into one parcel, in compliance with Government Code Section 66499.20.2.

**G. Conditions for Reversion to Acreage by Final Map.** The Council may require as conditions for the Reversion of Acreage the following:

1. The owners dedicate or offer to dedicate streets or easements.
2. The retention of all or portion of previously paid subdivision fees, deposits, or improvement security, if the same are necessary to accomplish any of the provision of this Article.
3. The retention of drainage easements for drainage and flood control.

**H. Conditions for Reversion to Acreage by Parcel Map.** After approval of the petition, a Parcel Map shall be prepared in accordance with this Article provided, however, that said Parcel Map may be compiled from recorded data if all the following conditions exist:

1. New division lines are not created.
2. The complete parcel boundary has been monumented and shown on a recorded subdivision map or Parcel Map.
3. When at least one of these boundary lines can be established from an existing monumented line.

- I. **Return of Deposits and Release of Securities.** Except as provided in this Article, upon filing of the Final Map for Reversion to Acreage with the County Recorder, deposits shall be returned to the subdivider and all improvement securities shall be released by the Council.

#### 9.93.060 – Resident Initiated Mobile Home Park Conversion

- A. **Purpose.** The purpose of this Section is to facilitate resident purchase of mobile home parks. This Section allows the waiver of certain subdivision requirements and expedites local government processing for mobile home park conversions to condominiums or stock cooperatives. These conversions will preserve an important source of affordable housing.
- B. **Applicability.** For the purposes of this Section, an application for subdivision shall be considered "resident initiated" when signed by a resident organization formed by the tenants of the subject mobile home park for the purpose of purchasing the mobile home park. The proposed conversion shall be supported by a minimum of two-thirds of the current residents of the park. The resident organization shall have a legally binding contract, which, if the conditions of the contract are met, would result in the acquisition of an interest in the mobile home park. A pre-application conference may be requested by the applicant(s) before formation of the resident organization or before entering into a legally binding contract; provided the Director determines in writing that it is reasonable to believe that the contract may be entered into within a 12-month period.
- C. **Exclusions.** The provisions of this Section shall not apply to:
  1. The purchase of a mobile home park by a non-profit corporation which is subject to the provisions of Business and Professions Code Section 11010.8; or
  2. Special Occupancy Parks (e.g. Recreation Vehicle Parks) as defined in Mobile Home Parks Act Section 2008, of the California Code of Regulations Title 25.
- D. **Waiver of Tentative and Final Map Requirements.** Notwithstanding other provisions of this Article, the requirement for the filing of a Tentative Map and the preparation, filing, and recordation of a Final Map for a mobile home park conversion to a condominium or stock cooperative on a single parcel, may be waived by the Director in compliance with Map Act Section 66428.1; provided the following procedures are followed by a resident organization desiring to convert their park and the necessary findings are made by the Director.
  1. Pre-application conference. Before filing an application for mobile home park conversion, the resident association shall have a pre-application conference with the Development Review Committee. The purpose of this conference is to determine that the proposal qualifies under the provisions of this Section. The following information shall be submitted with the application for the conference.
    - a. Previously approved plot plan for the mobile home park. If none exists, a plot plan shall be filed in compliance with the requirements established by and available at the Department.
    - b. A supplemental report to include the following information:
      - 1) Name of consultants, if any.
      - 2) Disclosure of all known fees and costs for the conversion process.

- 3) Documentation demonstrating that a minimum of two-thirds of the residents of the mobile home park support the proposed conversion.
- 4) Declarations from those residents supporting the conversion that their principal place of residence is within the subject mobile home park.
- 5) The location of the park and results of a field inspection done by the applicant(s) or consultant regarding the status of the compliance of the park with the County health and safety standards in effect at the time the park was created. Any on-site dedications or public improvements to be required shall be identified by the committee.
- 6) Proposed tentative schedules to expedite meeting and coordinating any requirements of the Community Development Department, including but not limited to the public report. The schedule shall include an outline of the permits and noticing required to allow this conversion and the estimated time at which the permits are obtained.
- 7) Evidence showing that the 60-day Notice of Intent to file the conversion application [as required by Map Act Section 66427.1(a)] has been met.
- 8) Initial report on the impact of the conversion on the residents of the mobile home park. This report is needed to determine whether an impact report as required in Map Act Section 66427.4 is needed. The report shall specify whether any residents of the park are to be involuntarily displaced and any proposed measures to mitigate the displacement. A resident, who is offered an opportunity to remain in the park after the conversion through continuation of the tenancy at generally the same terms as existed before proposed conversion, shall not be considered involuntarily displaced. At the pre-application conference the Development Review Committee shall indicate whether an impact report needs to be filed with the formal application for the conversion. If it is required, the Development Review Committee shall identify in detail any additional items to be required as mitigation measures to assist any displaced residents. No current resident shall be involuntarily displaced without proper notice, assistance, or compensation, to be worked out on a case-by-case basis. The noticing, assistance, or compensation may include the following:
  - a) The project shall comply with the Mobile Home Residency Law, Civil Code Section 798 et seq.
  - b) The project applicants may be required to provide relocation assistance in compliance with Federal, State, or local laws.

- c. The Planning representative of the Development Review Committee shall field check the park before the scheduled meeting. The Development Review Committee shall establish if the proposed mobile home park conversion meets the intent and is capable of meeting the provisions of this Section. The Director shall attempt to inform the applicant(s) at the earliest opportunity if a public hearing is to be required. If the proposed mobile home park conversion is acceptable, the Development Review Committee shall identify the information the applicant needs to file to proceed with the proposal. The information shall include the following:
    - 1) Development Review Committee pre-application conference minutes. These minutes shall include the proposed tentative schedules required by Subsection (D) (1) (b) (6), above.
    - 2) If the parcel upon which the park lies was created before January 1, 1960, a Parcel Map application shall be required. The application shall be processed concurrently with any other information filed in compliance with the pre-application conference.
    - 3) Mobile Home Park Conversion Impact Report, if required at the pre-application conference to meet the requirements of Map Act Section 66427.4. The report shall be given to each resident within the mobile home park.
    - 4) Mobile home park plot plan if no plot plan was previously approved.
    - 5) Any special information which was identified by the Development Review Committee. Among the information may be information to assist in the environmental review of the proposal.
    - 6) Certificate of Compliance application.
  - d. The review and processing of any application in compliance with this Section shall be subject to the same review and time requirements and appeal procedures as are provided in this Division for Tentative Maps. In any case where waiver of the Tentative and Final Map is granted, the Director shall cause to be filed for record with the County Recorder a Certificate of Compliance in compliance with this Division. The Director may require a public hearing in compliance with Chapter 9.86, *Public Notices and Hearings*. Should a public hearing be required the noticing provisions of Map Act Section 66451.3 shall be met.
2. Findings for approval. A mobile home park conversion shall be approved or conditionally approved only if all of the following are first found to be true:
    - a. The mobile home park complies with the requirements established by State law and Town Municipal Code for these uses at the time the mobile home park was constructed. The regulations shall include those regarding area, improvement and design, flood water drainage control, public roads, sanitary disposal facilities, water supply and distribution systems, environmental protection, and other requirements of the Map Act and this Division;

- b. Any measures necessary to mitigate the impact of the conversion on current residents of the park have been required as conditions of approval; and
  - c. Applicable noticing requirements of the Map Act have been, or will be met.
3. Conditions of approval. The following conditions may be required by the Director as conditions of approval for the proposed conversion:
- a. Subdivisions allowed by this Section may include conditions requiring a Compliance Survey inspection to the satisfaction of the Director. However, the survey shall be limited to require improvements relating only to items of a health and safety nature.
  - b. The mobile home condominiums or stock cooperatives shall be subject to California Code of Regulations Title 25.
  - c. Only additional on-site improvements or development standards which were applicable at the time the mobile home park was originally developed may be required.
  - d. Off-site public improvements for qualifying mobile home parks shall be waived, except as follows:
    - 1) Any off-site improvements shall be financed with appropriate assessment bonds.
    - 2) The Certificate of Compliance shall not be delayed or contingent upon completion of the off-site improvements.
  - e. Any requirements and/or documents required by the State Common Interest Development Act, Title 6 (commencing with Section 1350), Part 4, Division 2 of the California Civil Code.
  - f. Conditions of approval necessary to ensure any noticing requirements that are required by Map Act Section 66427.1 are met.
  - g. Any plan or document required to be submitted to the Department of Real Estate shall be reviewed for consistency with the approved project and plot plan. The plan shall reference the "waiver" notice requirement in Subsection (h), below, to the satisfaction of the Director.
  - h. Notice shall be placed on the Certificate of Subdivision Compliance that standard subdivision requirements for the creation of condominiums/stock cooperatives have been waived by the Town and only conditions applicable to the original development of the mobile home park have been required.
  - i. The applicants shall comply with the indemnification requirements of Section 9.02.040, *Legal Defense Fee Responsibility*.
  - j. The Director may impose any conditions of approval to ensure any appropriate measures for relocation assistance are implemented.

- k. No mobile home shall be required to be placed on a permanent foundation as a result of the conditional approval.
- l. Any condition of approval required in compliance with this Section shall be drafted to expedite the conversion process.

**9.93.070 – Official Maps**

- A. **Purpose.** The purpose of this Section is to provide procedures for Official Maps.
- B. **Applicability.** Official Maps shall be required as described in Government Code Section 66499.52.
- C. **Procedures.** Official Maps shall be reviewed and processed using the procedures outlined in Chapter 9.91, *Tentative Map Filing and Processing*, the procedures pertaining to the processing and approval of Parcel Maps or Final Maps in Chapter 9.92, *Parcel Maps and Final Maps*, and the provisions of Map Act Division 3.

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## **Chapter 9.94 Dedication and Exactions**

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### **Sections:**

- 9.94.010 – Purpose and Applicability
- 9.94.020 – Applicability
- 9.94.030 – Dedications
- 9.94.040 – Acceptance of Dedications

### **9.94.010 – Purpose and Applicability**

This Chapter establishes standards for subdivider dedications of land or payment of fees, in conjunction with subdivision approval.

### **9.94.020 – Applicability**

Each proposed subdivision shall comply with the requirements of this Chapter for dedications, reservations, or the payment of fees.

### **9.94.030 – Dedications**

#### **A. Streets, Highways, and Flood Control Rights-of-Way**

1. As a condition of approval of a map, the subdivider shall dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for:
  - a. Access rights and abutters' rights;
  - b. Alleys;
  - c. Drainage easements;
  - d. Public utility easements;
  - e. Streets;
  - f. Trails;
  - g. Avigation; and
  - h. Other public easements.

2. In addition, the subdivider shall improve or agree to improve all streets, alleys, including access rights and abutters' rights, drainage, public utility easements and other public easements. The subdivider may also be required to dedicate the additional land as may be necessary and feasible to provide bicycle paths for the use and safety of residents of the subdivision.

**B. Drainage rights-of-way.** When the Director determines that drainage rights-of-way are necessary, the subdivider shall offer to dedicate upon the Final Map of the subdivision the necessary rights-of-way for drainage facilities.

**C. Flood control dedication.** Where dedication is offered for flood control rights-of-way, the rights-of-way shall be shown as parcels lettered alphabetically on the Final Map. The offer of dedication shall be made by an appropriate certificate on the title sheet of the Final Map, and, in addition, an executed deed conveying fee title to the right-of-way to the Town shall be delivered to the Town.

#### 9.94.040 – Acceptance of Dedications

**A. Certification of Town Council action.** At the time the Council approves a Final Map, it shall also accept, subject to improvement, or reject any offer of dedication. The Town Clerk shall certify on the map the action of the Council.

**B. Resolution of acceptance.** The Town Clerk shall cause a resolution of acceptance of dedications by the Council to be filed with the County Recorder.

**C. Deferred acceptance.** If, at the time the Final Map is approved, any streets, alleys, paths, public utility easements, rights-of-way for local transit facilities including bus turnouts, benches, shelters, landing pads, and similar items that directly benefit the residents of a subdivision, or storm drainage easements are rejected subject to Code of Civil Procedure Section 771.010, the offer of dedication shall remain open and the Council may by resolution at any later date, and without further action by the subdivider, rescind its action and accept and open the streets, alleys, paths, rights-of-way for local transit facilities including bus turnouts, benches, shelters, landing pads, and similar items that directly benefit the residents of a subdivision, or storm drainage easements for public use. The acceptance shall be recorded in the office of the County Recorder.

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## Chapter 9.95 Subdivision Design and Improvement Requirements

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### Sections:

- 9.95.010 – Purpose
- 9.95.020 – Applicability
- 9.95.030 – Subdivision Design Standards
- 9.95.040 – Site Preparation and Grading for Subdivision Construction
- 9.95.050 – Subdivision Improvement Requirements

### 9.95.010 – Purpose

This Chapter establishes standards for the design and layout of subdivisions, and the design, construction, or installation of public improvements within subdivisions. The purpose of these standards is to ensure, through careful site evaluation and design, the creation of new usable parcels that are consistent with the General Plan, any applicable community plan, and any applicable specific plan.

### 9.95.020 – Applicability

The requirements of this Chapter apply as follows:

- A. **Extent of Required Improvements.** Each subdivision of four or fewer parcels, and each subdivision of five or more parcels, shall provide the improvements required by this Chapter, and any additional improvements required by conditions of approval.
- B. **Applicable Design Standards, Timing of Installation.** The subdivider shall construct all on- and off-site improvements according to standards approved by the Town Engineer. No Parcel or Final Map shall be presented to the Town Council for approval and no Parcel Map shall be presented to the Town Engineer for approval until the subdivider either completes the required improvements, or enters into a subdivision improvement agreement with the Town for the work in compliance with Section 9.95.050, *Subdivision Improvement Requirements*.
- C. **Subdivision Improvement Standards Conditions of Approval.** The applicable subdivision improvement and dedication requirements of this Chapter and any other improvements and dedications required by the review authority in compliance with Section 9.91.060, *Tentative Map Approval or Denial*, shall be described in conditions of approval adopted for each approved Tentative Map (Section 9.91.070). The design, construction, or installation of all subdivision improvements shall comply with the requirements of the Director.
- D. **Oversizing of Improvements**
  - 1. At the discretion of the review authority, improvements required to be installed by the subdivider for the benefit of the subdivision may also be required to provide supplemental size, capacity, number, or length for the benefit of property not within the subdivision, and may be required to be dedicated to the Town, in compliance with Map Act Chapter 4, Article 6.

2. In the event that oversizing is required, the Town shall comply with all applicable provisions of Map Act Sections 66485 et seq., including the reimbursement provisions of Map Act Section 66486.
3. If a parcel proposed for subdivision is subject to an existing reimbursement agreement, the subdivider shall pay the required reimbursement before the recordation of the Parcel or Final Map, or the issuance of a Building Permit for construction on the parcel, whichever occurs first.

E. **Exceptions.** Exceptions to the requirements of this Chapter may be requested and considered in compliance with Section 9.90.100, *Exceptions to Subdivision Standards*.

### 9.95.030 – Subdivision Design Standards

A. **Purpose.** This Section establishes standards for the design and layout of subdivisions, and the design, construction, or installation of public improvements within subdivisions. The purpose of these standards is to ensure, through careful site evaluation and design, the creation of new usable parcels that are consistent with the General Plan, any applicable community plan, and any applicable specific plan.

B. **Applicability.** Each subdivision shall be designed in compliance with the standards of this Section, except where an exception is granted in compliance with Section 9.90.100, *Exceptions to Subdivision Standards*.

C. **Roads and Streets.** The layout, design, and construction of proposed roads and streets shall comply with the General Plan, and adopted street standards.

#### 1. Circulation Standards.

a. **General Plan Consistency.** The circulation design of all subdivisions shall be compatible and coordinate with the General Plan (and any applicable community or specific plan) and the existing street and land use pattern in the surrounding area.

b. **Part-Width Highways and Alignments.** Any part-width highway lying along and adjacent to any boundary of a subdivision shall have a part-width and alignment as will conform to the route lines shown in the Circulation Element covering the same portion of the subdivision.

c. **Cul-de-Sacs.** Cul-de-sac streets shall not exceed 600 feet in length, except as provided below, and shall terminate with a turn-around as specified in the adopted Town road standards. The Director may approve a cul-de-sac that exceeds 600 feet if the Director first finds that the cul-de-sac will not be injurious to the public health, safety, and general welfare. Cul-de-sac lengths shall also be approved by the Fire Department.

d. **Road Grades.** Road grades shall not exceed 12 percent unless it can be demonstrated that a road grade in excess of 12 percent is necessary to accomplish the objectives of the General Plan (and any applicable community or specific plan). In these circumstances, the Director may approve a road grade not to exceed 14 percent grade for a distance not to exceed 500 feet if a finding is first made, based

upon the recommendations of the Town Engineer and the San Bernardino County Fire Department Division Chief that the roadway will not create an unacceptable hazardous risk to the public health, safety, or general welfare.

- e. Subdivision Access. The subdivision and each of its phases shall have a minimum of two points of vehicular ingress and egress from existing and surrounding streets, one of which may be for emergency use only. Where providing this access is physically impossible or a cul-de-sac is proposed, this requirement may be waived or modified.
  - f. Projects shall comply with all applicable Fire Department requirements
2. Infrastructure Improvements. Infrastructure improvements shall be dedicated and constructed consistent with the requirements of Chapter 9.30, *Dedication and Improvements*.

**D. Public Access to Public Resources.** Each proposed subdivision shall be designed and constructed to provide public access to public trails, parks and other public resources in compliance with Map Act Chapter 4, Article 3.5 *Public Access to Public Resources*.

**E. Parcel Design.** The size, shape, and arrangement of proposed parcels shall comply with this Section and with any General Plan (and any applicable community or specific plan) policy, requirement, or other Municipal Code provision that applies to proposed subdivisions.

- 1. General Parcel Design Standards.
  - a. Each proposed parcel shall be determined by the review authority to be "buildable" because it contains at least one building site that can accommodate a structure in compliance with all applicable provisions of this Development Code.
  - b. No subdivision shall be designed to leave unsubdivided islands, strips or parcels, or property unsuitable for subdividing, which is not either accepted by the Town or other appropriate entity for public use, or maintained, as common area within the development.
- 2. Parcel Area. Each proposed parcel shall comply with the minimum area requirements of the applicable land use zoning district established by Article 2 *Zoning Districts and Development Standards*, except as otherwise provided by this Section.
  - a. Calculation of Area. When calculating the area of a parcel to determine compliance with this Section, this Article or the General Plan (and any applicable community or specific plan), the following shall be deducted from the gross area of any parcel:
    - 1) A vehicular access easement through the parcel, unless there is alternative legal and physical access to the parcel for which the easement is granted;
    - 2) Any easement completely restricting or prohibiting any use of the property, for ingress, egress, landscaping, recreation, storage, etc.; or;
    - 3) The "flag pole" (acc. 186p) of a flag lot.

- b. Minimum parcel area requirements for common interest projects. The minimum parcel area requirements of this Development Code or the minimum "buildable" parcel size shall not apply to condominiums, condominium conversions, and townhouses, but shall apply to the creation of the original parcel(s) that are the location of the condominium or townhouse.
3. Dimensions and Configuration. The dimensions of each new parcel shall comply with the requirements of the applicable land use zoning district established by Division 2 (Land Use Zoning Districts and Allowable Land Uses), or as otherwise required by the review authority.
    - a. Side parcel lines shall be approximately normal to street lines.
    - b. Each parcel on a dead-end street where the side lines converge from front to the rear of the parcel shall have an average width of not less than 60 feet, or the width required by this Development Code, whichever is greater, measured along the front building setback line. Minimum lot width at the right-of-way line shall be 30 feet for lots with average widths up to 100 feet. Lots with average widths of 100 feet or greater shall have minimum lot width at the right-of-way line of 60 feet.
    - c. Each parcel on a curved street where the side lines converge from the front to the rear of the parcel shall have an average width of not less than 60 feet, or the width required by this Development Code, whichever is greater.
    - d. Double frontage parcels shall be discouraged except where essential to separate residential developments from major or secondary highways or due to topographical conditions. When double frontage parcels are allowed, vehicular access rights shall be relinquished to the Town along the street designated by the Director.
    - e. The Director may require parcels larger than the above minimum sizes specified in multi-family residential, commercial, and industrial subdivisions. When parcels twice or more the required area or width are shown as part of a subdivision, the Director may require the parcel(s) to be so established as to make practical a further division into allowable building sites, without injury to adjoining property.
    - f. In desert, hilly, or mountainous areas, the Director may require parcels larger than required minimums. Larger parcels shall be required when it is deemed to be necessary in order to conform to the General Plan or any applicable community or specific plan.
    - g. Flag lots shall be discouraged.
    - h. Modification of these parcel design standards may be allowed in compliance with:
      - 1) The Parcel Area Regulations of Article 2 of this Development Code.
      - 2) The Planned Development standards and regulations of Article 4 of this Development Code.

- i. This Subsection does not apply to any parcel which the subdivider offers to dedicate to the Town or any public agency or district.
- j. When a land use zoning district classification line divides a parcel(s), the area and frontage requirements for the parcel(s) shall be those of the land use zoning district that requires the greater or most restrictive standards between the two districts involved.

**F. Energy Conservation.** Each proposed subdivision shall be designed to provide maximum opportunities for energy conservation, including opportunities for passive or natural heating or cooling opportunities, in compliance with Map Act Section 66473.1, as follows.

- 1. Street Layout. The streets proposed in a subdivision shall be planned in a primarily east-west orientation where feasible.
- 2. Parcel and Building Site Design. Proposed parcels shall be designed, where feasible, to provide building sites that allow the orientation of structures in east-west alignment for southern exposure.

**G. Environmental Health.** Lands to be subdivided for residential, park, playground, or land recreation purposes may be subject to environmental quality standards as established by ordinances and regulations of the different departments and agencies within the Town.

**H. Fire Protection**

- 1. Subdivision design shall provide for safe and ready access for fire and other emergency equipment and for routes of escape to safely handle evacuations.
- 2. The subdivision shall be served by water supplies for community fire protection in compliance with the standards established by the appropriate fire authority.

#### **9.95.040 – Site Preparation and Grading for Subdivision Construction**

**A. Grading.** Before the issuance of a Building Permit, a grading plan prepared and signed by a registered civil engineer shall be submitted to and approved by the Engineering Division. Grading plans shall, at a minimum, show the elevations of the natural ground at all lot corners, the finished grade at corners, the finished pad elevation, finished floor elevations, rates and directions of all drainage swales, elevation height of all retaining or perimeter walls and finished sidewalk elevations at all front lot lines, and existing topographic elevations and drainage direction 100 feet outside the boundary of proposed project area and/or map.

- 1. Minimum Slopes. The minimum grade of all drainage swales on parcels shall be 0.5 percent, unless approved differently by the Town Engineer.
- 2. Pad Elevation, Residential. The building pad elevation of residential parcels shall be established at a minimum of 10 inches above the design sidewalk elevation at the lowest point of the parcel. The finished floor elevation of slab floor houses shall be a minimum of 16 inches above the sidewalk elevation. The pad elevation of all residential parcels shall be established at least one foot above the maximum water surface in an adjacent storm drain channel or the ponded surface in an adjacent sump for collection of storm drain waters. An exception may be allowed in the case of a proposed subdivision served by a storm drain

pump station. The standards of this Subsection shall apply to any building pad elevation, except where the requirements of the California Building Code (CBC) exceed these standards, in which case the requirements of the CBC shall apply. However, the Town Engineer may approve a waiver of these elevations where the pad elevation is protected from flooding or run-off from the public right-of-way.

3. **Drainage Plan.** No inter-parcel or "cross drainage" shall be allowed, except as authorized by the Town Engineer. Each parcel shall drain its own water to a public street, approved public or private drainage facility, or natural drainage course without passing through or across an adjacent parcel, except where a legal right exists (e.g., a drainage easement), and is authorized by the Town Engineer. No parcel shall drain water over the bank of a flood control channel.
4. **Grading Practices.** All grading within the Town shall employ the best available management practices, as determined by the Town Engineer, to minimize erosion, sedimentation, and unnecessary grading.
5. **Grading Exceptions.** Specific exceptions to the above requirements may be authorized at the discretion of the Town Engineer.
6. **Bonding.** The Town may require as a condition of approval that a bond be secured before any grading when the grading is proposed before recordation of the Parcel or Final Map. This bond would be used to install landscaping and appropriate erosion control measures as needed if the subdivider abandons the project after grading occurs. All bonding shall be in compliance with Section 9.96.040, *Improvement Agreement, Lien Agreement and Security*.
7. **Hillside Grading.** If the subject property is within an area having a natural slope gradient of 15 percent or greater, refer to Chapter 9.32, Grading and Hillsides for applicable procedures and standards.

**B. Erosion and Sediment Control.** A proposed subdivision shall be designed so that all grading incorporates appropriate erosion and sediment control measures.

#### **9.95.050 – Subdivision Improvement Requirements**

- A. Bicycle/Walking Paths and Hiking/Equestrian Trails.** Depending on the circumstances surrounding a specific project, the Town may require, as a condition of approval, the subdivider to construct bicycle/walking paths and/or hiking/equestrian trails within an approved subdivision as determined by the review authority. In the event the review authority determines that path or trail construction within a subdivision would be infeasible or constitute unsound engineering, the review authority may grant the subdivider the option to pay into a fund, dedicated for these uses, the amount per foot, as determined by the review authority.
- B. Fire Hydrants.** The subdivider shall install fire hydrants, with their associated underground water pipes, of sizes and locations as required and approved by the Fire Department.
- C. Monuments.** The subdivider shall install monuments in compliance with the requirements of the Section 66495 of the Map Act.

- D. Private Facilities Maintenance.** A subdivision with common area or private streets shall have conditions, covenants, and restrictions (CC&Rs) approved by the Town to provide for the maintenance of the common areas and/or private streets, and establish standards for maintenance. Private streets shall be constructed in accordance with public street standards.
- E. Public Utilities.** Each approved parcel shall be provided connections to public utilities, including electricity, gas, water, septic tanks or sewer as applicable, and telecommunications services, which shall be installed as part of the subdivision improvements as provided by this Section.
1. **Underground utilities required.** Utility lines, including electric, telephone, communications, and street lighting, within or directly serving each subdivision, shall be placed underground. The subdivider is responsible for complying with the requirements of this Subsection without expense to the Town, and shall make necessary arrangements with the utility company for the installation of the facilities. Appurtenances and associated equipment (e.g., boxes and meter cabinets) and concealed ducts in an underground system may be placed above ground. Waiver of the requirements for underground utilities shall be made through the Public Utilities Commission. This Subsection shall not apply to existing utility or common carrier routes in use at the time the subdivision is completed which do not provide service to the area subdivided.
  2. **Cable Television Systems.** If a local cable television system is available to serve the project, any subdivision for which a Tentative Map is required, or a Parcel Map for which a Tentative Map was not required, shall be designed to provide the appropriate cable television system an opportunity to construct, install, and maintain on land as reserved for cable television service or by separate instrument, any equipment necessary to extend cable television services to each residential parcel in the subdivision.
    - a. "Appropriate cable television system," as used in this Subsection, means those franchised or licensed to serve the geographical area in which the subdivision is located.
    - b. This Subsection shall not apply to the conversion of existing dwelling units to condominiums, community apartments, or stock cooperatives.
  3. **Reimbursement for Relocation or Replacement.** Whenever the Town imposes as a condition of its approval of a Tentative Map or a Parcel Map a requirement that necessitates replacing, undergrounding, or permanently or temporarily relocating existing facilities of a telephone corporation or cable television system, common carrier, or other public utility, the developer or subdivider shall reimburse the appropriate facility provider for all costs for the replacement, undergrounding, or relocation. All of these costs shall be billed after they are incurred, and shall include a credit for any required advance payments and for the salvage value of any facilities replaced. Under no circumstances shall the telephone corporation or cable television system be reimbursed for costs incurred in excess of the cost to replace the facilities with substantially similar facilities.
  4. **Water Supply.** Each approved parcel shall be served by an approved well or community water system, and shall be designed and constructed to accommodate both domestic and fire flows, together with necessary fire hydrants to serve each parcel proposed to be created.

- F. Street Lighting.** Each proposed subdivision shall provide street lighting facilities designed and constructed in compliance with the Town's infrastructure standards and specifications.
- G. Street Signs and Street Names.**
1. Street names. All public and private street names within a proposed subdivision shall be approved by the Planning Commission. The duplication of an existing street name within the same area shall not be allowed in a new subdivision unless the street is an obvious extension of an existing street.
  2. Street signs. The subdivider shall provide a minimum of two street name signs at each street intersection; with the signs located on the diagonally opposite sides of the intersection. The subdivider shall provide one street name sign at each "T" intersection. All street signs shall be made in compliance with the Town of Yucca Valley Standards and Specification.
- H. On-Site Retention:** Storm water runoff from a subdivision shall be attenuated such that the volume of runoff shall be 10% less under developed conditions than undeveloped conditions. Basins shall be sized such that the incremental 100-year storm, worst case, shall be retained in the basin plus a minimum of 10%, and be retained on-site. Basins shall be designed to drain/infiltrate within 72 hours.
- I. Storm Drainage.** Storm water runoff from the subdivision shall be collected and conveyed by an approved storm drain system.
1. A subdivision that lies in the path of existing watercourses or overflows from existing watercourses, or natural drainage from upstream properties, shall not be approved unless adequate dedicated rights-of-way or improvements are provided as deemed satisfactory by the Director.
  2. When the Director determines that a subdivision may cause an unnatural increase or concentration of surface waters onto downstream property, the subdivision shall not be approved unless drainage outlets are provided that will be adequate to render the Town and the San Bernardino County Flood Control District harmless from any damages caused by the increase or concentration of water.
  3. The location, type, and size of watercourses or drainage works, and all drainage of streets and other drainage works between streets, shall comply with the Public Works Standards and Specifications Manual or as required by the Director.
  4. When the Director determines that drainage rights-of-way are necessary, the subdivider shall offer to dedicate upon the Tentative, Parcel, or Final Map of the subdivision the necessary rights-of-way for the drainage facilities.
  5. Where dedication is offered or granted for Flood Control District rights-of-way, the rights-of-way shall be shown as parcels lettered alphabetically on the Tentative, Parcel, or Final Map. The offer of dedication or grant shall be made by an appropriate statement on the title sheet of the Final Map.

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## Chapter 9.96 Improvement Plans, Installation, and Security

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### Sections:

- 9.96.010 – Purpose
- 9.96.020 – Improvement Plans
- 9.96.030 – Installation of Improvements
- 9.96.040 – Improvement Agreement, Lien Agreements, and Securities

### 9.96.010 – Purpose

This Chapter provides standards for the preparation and review of improvement plans, the installation of improvements, and for security to guarantee improvement installation.

### 9.96.020 – Improvement Plans

After the approval of a Tentative Map and before the construction of any improvements, the subdivider shall submit plans to the Town as follows:

- A. **Preparation and Content.** Improvement plans shall be prepared by a California registered professional engineer. Improvement plan submittals shall include all of the following information:
1. Any drawings, specifications, calculations, design reports, and other information required by the Director;
  2. Grading, drainage, Water Quality Management Plan, erosion and sediment control, and a storm water pollution prevention plan (SWPPP) , if and when required by the State of California, for the entire subdivision; and
  3. The improvement plan/specification checking and construction inspection fees required by the Town fee schedule.
- B. **Submittal of Plans.** Improvement plans shall be submitted to the Director and other appropriate reviewing agencies for review and approval. Upon the approval of improvement plans in compliance with Subsection (c) *Review and approval*, below, the subdivider shall also submit to the Director a detailed cost estimate of all improvements, based on guidelines provided by the Town.
1. Street and drainage plans and profiles. Plans, profiles, and specifications of proposed street and drainage improvements shall be submitted to the Town Engineer, checked and approved before presentation of the Final Map to the Council for acceptance. These plans and profiles shall show full details of the proposed improvements in compliance with Town standards.

2. Water Systems Plans. Plans, specifications, and all necessary details of the proposed water system shall be submitted to the Director for review; provided that the supplier has certified that it is willing and able to supply water upon request. Approval of the water system plans shall be by High Desert Water District (HDWD).
- C. **Review and Approval.** Improvement plans shall be reviewed and approved by the applicable agency within the time limits provided by Map Act Section 66456.2.
- D. **Effect of Approval.** The final approval of improvement plans shall generally be required before approval of a Parcel or Final Map. The approval of improvement plans shall not bind the Town to accept the improvements nor waive any defects in the improvements as installed.

### 9.96.030 – Installation of Improvements

Subdivision improvements required as conditions of approval of a Tentative Map in compliance with this Chapter (see Section 9.91.070 shall be installed as provided by this Section.

- A. **Timing of Improvements.** Required improvements shall be constructed or otherwise installed only after the approval of improvement plans in compliance with Section 9.95.050 *Subdivision Improvement Requirements*, and before the approval of a Parcel or Final Map.
1. Improvements are deferred in compliance with Section 9.96.040 *Improvement Agreement, Lien Agreements and Security*; or
  2. Improvements are required as conditions on the approval of a subdivision of four or fewer parcels, in which case construction of the improvements shall be required:
    - a. When a Building Permit is issued for development of an affected parcel; or
    - b. A the time the construction of the improvements is required in compliance with an agreement between the subdivider and the Town, as identified in Section 9.96.040 *Improvement Agreement, Lien Agreements and Security*; or
    - c. The time identified in a condition of approval, when the review authority finds that fulfillment of the construction requirements by that time is necessary for public health and safety, or because the required construction is a necessary prerequisite to the orderly development of the surrounding area.
  3. To avoid breaking up street paving, underground utility or service lines required to be installed as part of a subdivision and which are planned to run across or underneath a street or alley right-of-way shall be installed before the preparation of subgrade and before the surfacing of any streets or alleys. In the event that the development of the subdivision requires the utility company to perform utility construction work, the developer shall pay a deposit satisfactory to the utility company within sufficient time to allow construction work to be performed before subgrade preparation. In no event shall subgrade preparation commence before installation of all necessary utilities and laterals.
- B. **Inspection of Improvements.** The inspection of the construction and installation of required subdivision improvements shall occur as follows.

1. Supervision. Before starting any work, the contractor engaged by the subdivider shall designate in writing an authorized representative who shall have the authority to represent and act for the contractor in contacts with the Town. The designated representative shall be present at the work site at all times while work is in progress. At times when work is suspended, arrangements acceptable to the Director shall be made for any emergency work that may be required.
2. Inspection procedures.
  - a. Inspections Required. The agency that has required a specific action shall make any inspections as it deems necessary to ensure that all construction complies with the approved improvement plans. Where required by the agency, the developer shall enter into an agreement with the Town to pay the full cost of any contract inspection services determined to be necessary by that agency.
  - b. Access to Site and Materials. The agency that has required a specific action shall have access to the work site at all times during construction, and shall be furnished with every reasonable facility for verifying that the materials and workmanship are in compliance with the approved improvement plans.
  - c. Authority for Approval. The work done and all materials furnished shall be subject to the inspection and approval of the agency that has required a specific action. The inspection of the work or materials shall not relieve the contractor of any obligations to fulfill the work as prescribed.
  - d. Improper Work or Materials. Work or materials not meeting the requirements of the approved plans and specifications may be rejected, regardless of whether the work or materials were previously inspected by the agency that has required a specific action. In the event that the agency determines that subdivision improvements are not being constructed as required by the approved plans and specifications, it shall order the work stopped and shall inform the contractor of the reasons for stopping work and the corrective measures necessary to resume the work. Any work done after issuance of a stop work order shall be a violation of this Chapter.
3. Notification. The subdivider shall notify the Director as part of condition compliance upon the completion of each stage of construction before recordation as outlined in this Chapter. Further construction may only be completed if all required actions included in the conditions of approval have been accomplished and signed off by the agency that has required the action(s).

#### **9.96.040 – Improvement Agreement, Lien Agreements, and Securities**

- A. **Improvement Agreements.** If all required improvements, and inspections are not satisfactorily completed before a Parcel or Final Map is approvedTC, the owner(s) of the subdivision shall, before the approval of the Parcel or Final Map, enter as contractor into an Improvement Agreement with the Council whereby in consideration of the acceptance by the Council of the streets, easements, and any other land offered for dedication, the contractor agrees to furnish the equipment, labor, and material necessary to complete the work within the time specified in the agreement. In order to work within the public right-of-way, one must be a licensed contractor in the State of California.

**B. Amount of security required.** To ensure that the work will be completed, improvement security shall be furnished to guarantee the performance of any act or Improvement Agreement in the following amounts and for the following purposes:

1. An amount, not less than 100 percent of the total estimated cost of the improvement or of the act to be performed, conditioned upon the faithful performance of the required act or Improvement Agreement.
2. An additional amount, not less than 50 percent nor more than 100 percent of the total estimated cost of the improvement or the performance of the required act, securing payment to the contractor, to the subcontractors, and to persons furnishing labor, materials, or equipment to them for the improvement or the performance of the required act.
3. Whenever an entity required to furnish security in compliance with this Section is a California nonprofit corporation, funded by the United States of America or one of its agencies, or funded by this State or one of its agencies, the entity shall not be required to comply with Subsections (a)(1) and (a)(2), above, if the following conditions are met:
  - a. The contractor installing the improvements has bonded to the nonprofit corporation and the Town as co-obligee the amount of 100 percent of the contract for the faithful performance of the work, and has further bonded to the nonprofit corporation and the Town as co-obligee an amount of not less than 50 percent of the contract for the payment of labor and materials, and those bonds comply with the provisions of this Section.
  - b. All monies payable to the contractor by the nonprofit corporation are deposited in a depository complying with the provisions of the Subdivision Map Act (Government Code Sections 66473 et seq.) and out of which progress payments are conditioned upon:
    - 1) The contractor's certification to the nonprofit corporation that all labor performed in the work and all materials furnished to and installed in the work, have been paid for in full to the date of the certification.
    - 2) The written approval of the nonprofit corporation.
    - 3) The review and approval of progress payment billings by Director. The term "progress payment" as used in this Section shall mean payment made in compliance with the schedule of partial payments agreed upon in the contract for the work. No less than ten percent of the total contract price shall be retained for the 60 days following the filing of the Notice of Completion.
    - 4) Final payment to the contractor not being made until 60 days shall have expired after the filing and recording of the Notice of Completion of the work and written acceptance of the work by the Town.
  - c. All certifications as to progress payments shall be delivered through the U.S. mail to the nonprofit corporation.

4. An amount as determined by the Director, but not more than 25 percent of the total estimated cost of improvements or performance of the required act necessary for the guarantee and warranty of the improvement for 12 months following the completion and acceptance, against any defective work or labor done, or defective materials furnished.
5. As part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the Town in successfully enforcing the obligation secured.

**C. Type of Security Required**

1. The furnishing of security in connection with the performance of any act or Improvement Agreement shall be one of the following, at the option of and subject to the approval of the Town Council:
  - a. Bond or bonds by one or more duly authorized corporate sureties;
  - b. A deposit, either with the Town, responsible bank or trust company, at the option of the Town, of money or negotiable bonds of the kind approved for securing deposits of public monies; and
  - c. A letter or other instrument of credit from one or more financial institutions subject to regulation by the State or Federal government, and pledging that the funds necessary to carry out the act or Improvement Agreement are on deposit and guaranteed for payment.
2. Bonds to secure faithful performance and for the benefit of laborers and material of any agreement, shall be in substantially the forms as shown in the Subdivision Map Act (Government Code Sections 66473 et seq.). The money, negotiable bond, or instrument of credit shall be a trust fund to guarantee performance and shall not be subject to enforcement of a money judgment by any creditors of the depositor until the obligation secured thereby is performed to the satisfaction of the Town.

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## Chapter 9.97 Soils Report

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### Sections:

- 9.97.010 – Purpose
- 9.97.020 – Preliminary Soils Report
- 9.97.030 – Final Soils Report
- 9.97.040 – Geologic Investigation and Report

### 9.97.010 – Purpose

This Chapter provides standards for the preparation and review of soils reports, in compliance with the Map Act Chapter 4, Article 7.

### 9.97.020 – Preliminary Soils Report

A preliminary soils report based upon adequate test borings and prepared by a registered civil or soils engineer shall be required for every subdivision for which a Final Map is required or when required as a condition of development when soils conditions warrant the investigation and report. The preliminary soils report shall be submitted with the Tentative Map application.

- A. **Form of Report.** A preliminary soils report may be divided into two parts:
1. **Soils Reconnaissance.** The soil reconnaissance shall include a complete description of the site based on a field investigation of soils matters. The soils matters reviewed shall include stability, erosion, settlement, feasibility of construction of the proposed improvements, description of soils related hazards and problems, and proposed methods of eliminating or reducing these hazards and problems; and
  2. **Soils Investigation and Report.** This investigation and report shall include field investigation and laboratory tests with detailed information and recommendations relative to all aspects of grading, filling, and other earthwork, foundation design, pavement design and subsurface drainage.
    - a. The report shall also recommend any required corrective action for the purpose of preventing structural damage to subdivision improvements and the structures to be constructed on the parcels. The report shall also recommend any special precautions required for erosion control, and the prevention of sedimentation or damage to off-site property.
    - b. If the preliminary soils report indicates the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects or environmental impacts, a subsequent soils investigation of each parcel in the subdivision may be required and shall be submitted to and approved by the Town Engineer before approval of a Parcel or Final Map.

- B. Preliminary Soils Report Waiver.** The preliminary soils report may be waived if the Town Engineer determines that existing available information on the qualities of the soils of the subdivision makes no preliminary analysis necessary.

**9.97.030 – Final Soils Report**

A final soils report prepared by a registered civil or soils engineer shall be required where a preliminary soils report was required, unless the final report is waived by the Town Engineer.

- A. Filing of Report.** The final soils investigation and report shall be filed with the improvement plans.

**B. Content of Report**

1. The report shall contain sufficient information to ensure compliance with all recommendations of the preliminary soils report and the specifications for the project.
2. The report shall also contain information relative to soils conditions encountered which differed from that described in the preliminary soils reports, along with any corrections, additions, or modifications not shown on the approved plans.

**9.97.040 – Geologic Investigation and Report**

If the Town Engineer determines that conditions warrant, a geologic investigation and report may also be required.

**Section 2: Repeal of County Code as Adopted and Amended by the Town:** The Town Council hereby repeals Articles 1 through 13 of Chapter 4 of Division 3, Title 8, Division of Land Procedures, San Bernardino County Development Code, as adopted and amended by the Town of Yucca Valley.

**Section 3. Severability:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**Section 4. Certification; Publication:** The Town Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the Town of Yucca Valley, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the Town Clerk in accordance with Government Code § 36933.

**Section 5. Effective Date:** This Ordinance shall become effective thirty (30) days from its adoption.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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TOWN CLERK

Chapter 4

DIVISION OF LAND PROCEDURES

Articles:

1. General Provisions.
2. Tentative and Final Map.
3. Parcel Map and Minor Subdivision Plot Plan.
4. Vesting Tentative Map.
5. Composite Development Plan.
6. Lot Line Adjustment.
7. Lot Merger.
8. Reversion To Acreage.
9. Certificate of Subdivision Compliance.
10. Official Map.
11. General Regulations.
12. Enforcement.
13. Resident-Initiated Mobilehome Park Conversion.

Article 1. General Provisions.

Sections:

- 83.040105 General Provisions.  
83.040110 Review Procedures.

83.040105 General Provisions.

The provisions defining and regulating the review and approval of tentative, final, and parcel maps; lot line adjustments; lot mergers; reversions to acreage; certificates of subdivision compliance, and official maps shall be governed by this Division, except as otherwise indicated by this section.

(a) Authority for Local Regulations. Pursuant to the provisions of California Government Code, Title 7, Division 2, referred to herein as the Subdivision Map Act, and in addition to any regulations otherwise provided by law, the regulations contained in this division shall apply to all subdivisions, parts of subdivisions, lot line adjustments, lot mergers, reversions to acreage, certificates of compliance, and official maps hereafter made entirely or partially within the unincorporated territory of San Bernardino County.

(b) The designation, establishment, duties, and meeting dates of the reviewing authorities, including the Planning Agency and the Development Review Committee, shall be as specified by Division 2 of this Title.

(c) Review procedures and findings for approval shall be as specified by this Division.

(d) Terms used within this Division are defined as specified in Division 12 of this Title.

#### 83.040110 Review Procedures.

##### (a) Tentative Tract Map and Vesting Tentative Map Procedures.

(1) The Planning Officer shall utilize the Administrative Review Procedures, in accordance with the provisions of Subsection 83.010215(b), when acting upon any: Tentative Map proposing five (5) or more lots; all Vesting Tentative Maps; and any Tentative Map which requires a Final Map for recordation. However, when such map is referred to the Planning Commission for action, the Public Hearing Procedures shall be utilized.

(2) Reviewing Authority: The Planning Officer shall be the decision-making authority except that under any of the following circumstances, the project may be referred to the Planning Commission:

(A) Where there has been substantial public opposition to the proposal.

(B) Where the proposal is filed concurrently with an application subject to public hearing review procedures.

(C) Where any member of the Development Review Committee objects to the proposal.

##### (b) Tentative Parcel Map/Minor Subdivision Procedures.

(1) Procedure: Staff Review with Notice procedures shall be used except that Development Review procedures shall also be used when the project is of the type described in California Government Code Section 66426(a), (b), (c) or (d).

(2) Reviewing Authority: The Planning Officer shall be the decision-making authority except, when in the opinion of the Planning Officer, the proposal is controversial or when the proposal is filed concurrently with an application subject to public hearing procedures at which time the proposal shall be referred to the Planning Commission and the Public Hearing Procedures shall be followed.

(c) Findings: Prior to approving an application for a tentative map or a vesting tentative map, a parcel map or a minor subdivision plot plan, the Planning Agency shall find the following to be true:

(1) The proposed subdivision, together with the provisions for its design and improvements is consistent with the General Plan and any applicable specific plan.

(2) The site is physically suitable for the type and proposed density of development.

(3) The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife or their habitat.

ORDINANCE NO.157

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING TITLE 8, DIVISION 3, CHAPTER 4, ARTICLE 1 SECTION 83.040110(a) AND (b) AND ADDING NEW SUBSECTION 83.040110(e) OF THE COUNTY OF SAN BERNARDINO CODE AS ADOPTED BY THE TOWN OF YUCCA VALLEY RELATING TO REVIEW PROCEDURES FOR LAND DIVISIONS (DCA-01-04)

The Town Council of the Town of Yucca Valley, California, does ordain as follows:

SECTION 1. Code Amended

1.1 Title 8, Division 3, Chapter 4, Article 1 Section 83.040110(a) and (b) of the San Bernardino County Code as adopted by the Town of Yucca Valley is hereby amended as follows:

**"83.040110 Review and Approval Procedures.**

**(a) Vesting Tentative Map Procedures.**

**(1) Procedure:** The following procedures shall apply:

**(A) Submittal:** The submittal of a formal application with all supporting materials and fees.

**(B) Preliminary Review.** Preliminary review of the application by the Development Review Committee to determine completeness of the project application and to prepare preliminary conditions.

1. Section 65943 of the California Government Code requires that an application for a development permit be accept as complete or rejected as incomplete in writing within thirty (30) days after receipt of the application.

**(C) Public Hearing:** Public notice of the hearing shall be given pursuant to Section 66451.3 of the Subdivision Map Act.

**(D) Reviewing Authority:**

1. The Planning Commission shall consider whether the tentative subdivision map is consistent with the provisions of the Subdivision Map Act, the Development Code, General Plan and any applicable Specific Plan. Upon that basis, the Planning Commission may forward to the Town Council a recommendation on the proposed tentative subdivision map.

2. The Town Council shall consider the recommendation of the Planning Commission and following the close of public hearing may modify or delete any of the conditions of approval as recommended. The Town Council may also add additional requirements as a condition of its approval.
3. The decision of the Town Council shall be considered final and written notice of such decision shall be sent within ten (10) working days.

(b) **Tentative Tract and Parcel Map Procedures.**

(1) **Procedure:** The following procedures shall apply:

(A) **Submittal:** The submittal of a formal application with all supporting materials and fees.

(B) **Preliminary Review.** Preliminary review of the application by the Development Review Committee to determine completeness of the project application and to prepare preliminary conditions.

1. Section 65943 of the California Government Code requires that an application for a development permit be accept as complete or rejected as incomplete in writing within thirty (30) days after receipt of the application.

(C) **Public Hearing:** Public notice of the hearing shall be given pursuant to Section 66451.3 of the Subdivision Map Act.

(D) **Reviewing Authority:**

1. The Planning Commission shall approve, conditionally approve or deny any application following the close of a public hearing on the matter. Such decision shall include findings in accordance with the provisions of this Chapter, except that for Tract or Parcel maps filed concurrently with a General Plan Amendment, Planned Development, or Specific Plan, the reviewing authority shall be the Town Council in accordance with Section 83.040110(a)(1)(D).
2. Based on complexity/scope of the project, location, or controversy, the subdivision map may be forwarded to the Town Council for approval.
3. The decision of the Planning Commission shall be final upon approval of the motion containing its determination unless an appeal is filed pursuant to Section 83.040110(e).

1.2 A new subsection Section 83.040110(e) relating to appeal procedures is hereby added to the Code to read as follows:

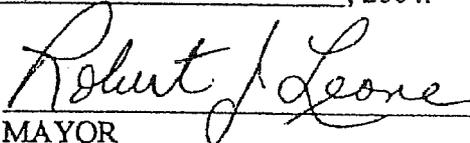
(e) **Appeal**

- (1) Any decision of the Planning Commission made pursuant to this section shall be subject to appeal to the Town Council.
- (2) The applicant or any other person may appeal from such decision by filing a written notice of the appeal accompanied by the fee established by resolution with the Town Clerk within ten (10) days after the action by the Planning Commission.
- (3) Upon the filing of an appeal, the Town Council shall set the matter for hearing. The hearing shall be held within thirty (30) days after the date of the filing of the appeal or the next available Council agenda.
- (4) The Town Council may reverse, affirm wholly or in part, modify or attach other or additional conditions to the decision appealed. The decision of the Town Council on any such appeal shall be final."

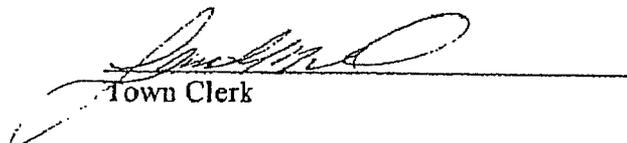
SECTION 2. NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this 16th day of September, 2004.

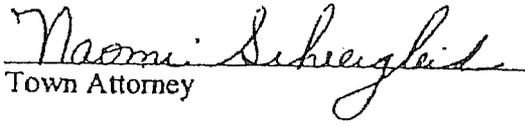
  
\_\_\_\_\_  
MAYOR

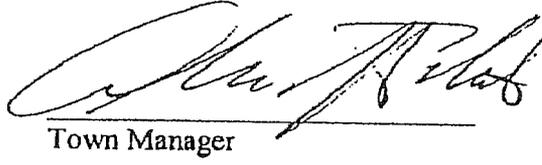
ATTEST:

  
\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Town Attorney

  
Town Manager

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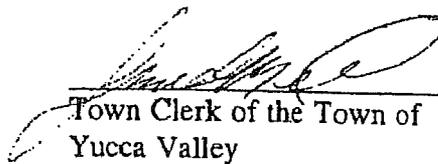
STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
TOWN OF YUCCA VALLEY

I, Janet M. Anderson, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 157 as duly and regularly introduced at a meeting of the Town Council on the 2<sup>nd</sup> day of September, 2004, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 16<sup>th</sup> day of September, 2004, by the following vote, to wit:

Ayes: Council Members Cook, Earnest, Mayes, Neeb and Mayor Leone  
Noes: None  
Absent: None  
Abstain: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 20<sup>th</sup> day of September, 2004.

(SEAL)

  
\_\_\_\_\_  
Town Clerk of the Town of  
Yucca Valley

(4) The design of the subdivision or type of improvements are not likely to cause serious public health problems.

(5) The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

(6) The design of the subdivision provides to the extent feasible, passive or natural heating and cooling opportunities.

(7) The proposed subdivision, its design, density and type of development and improvements conform to the regulations of the Development Code and the regulations of any public agency having jurisdiction by law.

(8) If the proposed subdivision is a conversion of residential real property into a condominium project, a community apartment project or a stock cooperative project, the Planning Agency must make the additional finding that the proposed subdivision shall comply with the requirements of California Government Code Sections 66427.1(a) and 66452.10 prior to approving the proposed subdivision.

(9) In the event that the land within a proposed subdivision is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (commencing with Section 51200 of Chapter 7 of Division 1 of Title 5 of the California Government Code), and the lot areas are less than that required in Subsection 83.040220(a)(2)(C), the Planning Agency must make the following additional findings in order to approve the subdivision.

(A) The lots created can sustain an agricultural use permitted under the contract, or are subject to a written agreement for joint management pursuant to California Government Code Section 51230.1, and the parcels which are jointly managed total at least ten (10) acres in size, in the case of prime agricultural land, or forty (40) acres in size, in the case of land which is not prime agricultural land; or

(B) One of the parcels contains a residence and is subject to Section 428 of the California Revenue and Taxation Code; the residence has existed on the property for at least five (5) years; the landowner has owned the parcels for at least ten (10) years; and the remaining parcels shown on the map are at least ten (10) acres in size, if the land is prime agricultural land; or at least forty (40) acres in size, if the land is not prime agricultural land.

(10) Land Project Determination.

(A) The proposed subdivision is not a land project; or

(B) The proposed subdivision is a land project; a specific plan covering the area proposed to be included within the project has been adopted by the Board of Supervisors; and the proposed subdivision together with the provisions for its design and improvement are consistent with the adopted specific plan.

(d) Notwithstanding Subsection 83.040110(c)(3), the Planning Agency may approve a tentative map, or a parcel map for which a tentative map was not required, if an Environmental Impact Report was prepared with respect to the project and a finding is made pursuant to Subdivision (c) of Section 21081 of the California Public Resources Code that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Environmental Impact Report.

## Article 2. Tentative and Final Map.

## Sections:

83.040201	Filing Criteria for Tentative and Final Maps.
83.040205	Tentative Map Format.
83.040210	Final Map Format.
83.040220	Tentative Maps.
83.040225	Final Maps.
83.040230	Conditions of Map Approval.

**83.040201 Filing Criteria for Tentative and Final Maps.**

The provisions of this section and the Subdivision Map Act shall govern the necessity for Tentative and Final Maps.

(a) Tentative and Final Maps shall be required for all subdivisions creating five (5) or more parcels, five (5) or more condominiums as defined in Section 783 of the California Civil Code, a community apartment project containing five (5) or more parcels, or for the conversion of a multiple dwelling containing five (5) or more dwelling units to a stock cooperative except where:

(1) A condominium is constructed or an existing structure is converted to a condominium on a single parcel shown on a Final Map or Parcel Map recorded after January 1, 1960. Provided, however, that the Planning Officer may require a Tentative and Final Map for the purposes of obtaining improvements, additional easements and dedications, or for other circumstances which warrant the filing of a new map; or

(2) The land before division contains less than five (5) acres, each parcel created by the division abuts upon a maintained public street or highway, and no dedications or improvements are required by the legislative body; or

(3) Each lot created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway; or

(4) The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land with a land use district which allows for industrial or commercial development, and which has the approval of the governing body as to street alignments and widths; or

(5) Each lot created by the division has a gross area of forty (40) acres or more, or each of which is a quarter of a quarter section or larger.

(b) A Parcel Map shall be required for those subdivisions described in this Division as being exempt from the requirement for Tentative and Final Maps.

(c) Should a subdivider wish to file multiple Final Maps for a development project that will be phased, then one of the following shall be completed:

(1) The subdivider, at the time the Tentative Map is filed, shall inform the Planning Agency of the subdivider's intention to file multiple Final Maps on such Tentative Map; or

(2) After filing of the Tentative Map, the Planning Agency and the subdivider concur in the filing of multiple Final Maps.

(3) A subdivider filing multiple Final Maps shall show the boundary limits of each phase and designate the sequence of filing to the satisfaction of the Development Review Committee.

(d) A Final Map shall be required for a cemetery and shall be recorded only with the approval of the County Surveyor, subject to the requirements imposed by Division 3, Chapter 4 of this Title and Division 8 of the State of California Health and Safety Code.

(e) Notices of intention to convert residential real property into a condominium project, a community apartment project, or a stock cooperative project shall be made as required by California Government Code Sections 66427.1, 66452.8 and 66452.9 prior to the filing of such map.

(f) At the time of filing a map for a subdivision to be created from the conversion of a mobilehome park to another use, the subdivider shall also file a report on the impact of the mobilehome park conversion pursuant to California Government Code Section 66427.4. At least 30 days prior to public hearing for such a conversion, the County shall inform the applicant in writing of the provisions of Section 798.56 of the California Civil Code and all applicable local requirements which impose upon the applicant a duty to notify residents and mobilehome owners of the mobilehome park of the proposed change in use.

(g) At the time of filing a map for the conversion of a stock cooperative or a community apartment project to a condominium, the subdivider shall submit documents showing that the requirements of California Government Code Section 66452.10 have been met.

#### 83.040205 Tentative Map Format.

The content and form of Tentative Maps shall be governed by the provisions of this section.

(a) Standards and Preparation: The Tentative Map shall be prepared by or under the direction of a registered Civil Engineer licensed to practice surveying or licensed Land Surveyor in accordance with the Subdivision Map Act, the San Bernardino County Code, and any other County ordinance, statute or law, or any amendments thereto, pertaining to the use, sale, or lease of land. The Tentative Map shall be prepared in compliance with the officially adopted General Plan, and any applicable specific plan or any amendments thereto, adopted pursuant to the State Planning and Zoning Law and in accordance with the Standard Streets and Highways Plan adopted by the Board of Supervisors, as amended. The Tentative Map shall show the location of streets and property lines bounding the property and shall conform to all of the following provisions and the standards found on record as prescribed by the Office of Planning:

(1) Each Tentative Map shall be drawn to an engineer's scale and clearly show the details of the plan thereon. Wherever practicable, such scale shall be one (1) inch to one hundred (100) feet or less, and in no case shall the scale be smaller than one (1) inch to two hundred (200) feet.

(2) The Tentative Maps shall show or be accompanied by the following information:

(A) Development proposed on the subdivision (lot sale or building program).

(B) Source, name of supplier, quality and an estimate of available quantity of water, or, if to be served by an established mutual water company or an established public utility, a letter shall be furnished to indicate that satisfactory arrangements have been made or can be made for water supply.

(C) Type of street improvements, utilities, and street lights which are proposed to be installed. Pursuant to California Government Code Section 66473.3, and this Title, this information shall include the type of cable television systems to be installed, if any cable television system is available.

(D) Proposed Method of Sewage Disposal. If utilizing sewers, the applicant must furnish a letter from an authorized representative of the entity or agency which will provide such sanitary sewer service, assuring that such entity or agency can and will accept for disposal sewage generated on the land under consideration after its improvement. The Office of Planning shall give written notice to the entity or agency which owns the related sewage treatment plant prior to issuance of the written determination of filing of the proposed subdivision. This filing requirement need not be met when, within fourteen (14) days from the date of providing of the above requirement notice, the entity or agency which owns the related sewage treatment plant has submitted an independently certified engineering report to the Office of Planning which demonstrates that adequate sewage treatment plant capacity is not available.

(E) The drainage area tributary to the subdivision and a statement setting forth in detail the manner in which storm runoff will enter the subdivisions, the manner in which it will be carried through the subdivision, and the manner in which disposal beyond the subdivision boundaries will be accomplished.

(F) Topographical and contour data shall be shown pursuant to adopted County standards.

(G) The widths and locations of all recorded easements which are to remain.

(H) Names, addresses and telephone numbers of utilities, school districts, fire protection agencies, and cable television services serving the tract.

(I) Remainder parcels shall be indicated as a "remainder parcel" and shall be subject to review for design access, water and sewer availability and other such improvements as may be necessary to protect the public health, safety and welfare and are consistent with the intent of this Division. Waiver of improvements may be granted for remainder parcels where the size exceeds five (5) acres.

(J) When any change is made by the subdivider in the statement given in pursuance of this section, such change or changes shall be submitted in writing to the Planning Agency, and approved prior to the recording of the Final Map.

(K) In the case of a subdivision to convert a mobilehome park to another use, the subdivider shall file a report on the impact of the conversion upon the displaced residents of the mobilehome park to be converted. The report shall discuss the availability of adequate replacement space in mobilehome parks in

determining the impact of the conversion on displaced mobilehome park residents. The subdivider shall make a copy of the report available to each resident of the mobilehome park fifteen (15) days prior to the date of the hearing on which the Planning Agency is to take action upon the Tentative Map.

(L) In the case of a Vesting Tentative Map, at the time it is filed it shall have printed conspicuously on its face the words "Vesting Tentative Map."

(3) Tract Number. Prior to filing a Tentative Map of a subdivision or Reversion to Acreage, a licensed engineer or surveyor shall obtain a tract number or numbers from the County Recorder. When a number has been assigned by the County Recorder for the subdivision of a particular parcel of land, the subdivider shall place this same number upon each Tentative Map of the subdivision, and the number issued shall not thereafter be changed or altered in any manner upon the Tentative Map of the subdivision unless and until a new number shall have been assigned by the County Recorder.

#### 83.040210 Final Map Format.

The content and form of Final Maps shall be governed by the provisions of this subsection.

(a) Standards and Preparation. The Final Map shall be prepared by, or under the direction of, a registered Civil Engineer licensed to practice land surveying or licensed Land Surveyor; shall be based upon a survey; and shall conform to all of the following provisions, the California Subdivision Map Act and the County Surveyor's standards as adopted by the Board of Supervisors:

(1) It shall be legibly drawn, printed or reproduced by a process guaranteeing a permanent record in black on tracing cloth or polyester-base film. Certificates, affidavits and acknowledgements may be legibly stamped or printed upon the map with opaque ink. If ink is used on a polyester-base film, the ink surface shall be coated with a suitable substance to assure permanent legibility.

(2) The size of each sheet shall be eighteen (18) by twenty-six (26) inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one (1) inch. The scale of the map shall be large enough to show all details clearly, and enough sheets shall be used to accomplish this end. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each of the sheets, and its relation to each adjoining sheet shall be clearly shown.

(3) All survey and mathematical information and data necessary to locate all monuments, and to locate and retrace any and all interior and exterior

boundary lines appearing thereon shall be shown, including bearings and distances of straight lines, and radii and area length or chord bearings and length of all curves, and such information as may be necessary to determine the location of the centers of curves and ties to existing monuments used to establish the subdivision boundaries.

(4) Each lot shall be numbered. Each street shall be named.

(5) The exterior boundary of the land included within the subdivision shall be indicated by an opaque ink line three (3) times as wide as the widest line on the map, excluding the border line. The map shall show the definite location of the subdivision, and particularly its relation to surrounding surveys.

(6) If the map includes a remainder parcel, and the gross area of the remainder parcel or similar named parcel is five (5) acres or less, it shall be surveyed and mapped. If the remainder parcel or similar named parcel is more than five (5) gross acres, that parcel shall show record information and parcel size only.

(7) Proposed public areas and drainage easements shall be shown.

(8) Additional notes which do not affect record title interests shall not be shown on the Final Map. Where a Composite Development Plan has been required, a prominent note shall be placed below the Surveyor's Notes on the final map in one-quarter ( $\frac{1}{4}$ ) inch high, bolded block letters, stating:

**COMPOSITE DEVELOPMENT PLAN NOTE;**

A Composite Development Plan (C.D.P.) affecting this map is on file in the San Bernardino County Office of Building and Safety in  
 C.D.P. Book            Page

(b) Title Sheets. Prior to filing, those certificates and acknowledgements set forth in this Division shall appear on the title sheet of the Final Map and may be combined where appropriate. The title sheet shall also contain a certificate, signed and acknowledged by all parties having any record title interests in real property subdivided, consenting to the preparation and recordation of the Final Map, and is required except as provided by the Subdivision Map Act.

Each sheet of Final Map shall also contain a title, consisting of the number of the subdivision and a subtitle consisting of a description of all property being subdivided by reference to such map or maps of the property shown thereon, as shall have been previously recorded or filed with the County Clerk pursuant to a final judgment in any action in partition, or shall have been previously filed in the Office of the County Recorder, or by reference to the plat of any United States Survey. The title sheet shall also show, in a form acceptable to the County Surveyor, such appropriate certificates and acknowledgements as required in the Subdivision Map Act, or any additional certificates as required by the County Surveyor or County standards.

(c) Certificates on Final Maps. The certificates on Final Maps shall be governed by the provisions of the Subdivision Map Act and the Final and Parcel Map standards established by the County Surveyor's Office and as adopted and amended by the Board of Supervisors.

(1) Dedications of, or offers to dedicate interests in real property for specified public purposes shall be made by a certificate on the title page of the Final Map, signed and acknowledged by those parties having any record title interest in

the real property being subdivided, subject to the provisions of the Subdivision Map Act.

In the event that any street shown on a subdivision map is not offered for dedication, the certificate may contain a statement to this effect. If such statement appears on the map and if the map is approved by the Board of Supervisors, the use of any such street or streets by the public shall be permissive only.

Any offer of dedication of real property for street or public utility easement purposes shall be deemed not to include any public utility facilities located on or under such real property unless an intent to dedicate such facilities is expressly stated in the certificate, and then only to the extent so stated.

Any dedication or agreements required within the remainder parcel of a Final Map shall be executed by the legal owners of record and any holder in a beneficial interest in a trust deed.

(2) The Final Map shall contain a certificate for execution by the Clerk of the Board, stating that the Board of Supervisors approved the map and accepted, subject to improvement, or rejected on behalf of the public, any real property offered for dedication or public use in conformity with the terms of the offer of dedication.

(3) A certificate is required indicating the engineer or surveyor responsible for the survey and Final Map. This certificate shall give the date of the survey, state that the survey and Final Map were made by the engineer or surveyor, and indicate that the survey is true and complete as shown.

The certificate shall also state that all the monuments are of the character and occupy the positions indicated, or that they will be set in such positions on or before a specified later date. The certificate shall also state that the monuments are, or will be, sufficient to enable the survey to be retraced.

At least one exterior boundary line of the land being subdivided shall be adequately monumented or referenced before the map may be recorded.

(4) The County Surveyor shall issue a certificate, if all of the following requirements have been met:

(A) The Surveyor has examined the map.

(B) The subdivision as shown is substantially the same as it appeared on the Tentative Map and any approved alterations thereof.

(C) All provisions of this Article and any local ordinances applicable at the time of approval of the Tentative Map have been complied with.

(D) The County Surveyor is satisfied that the map is technically correct.

(5) The County Surveyor shall complete and file, with the Clerk of the Board, the certificate as required by this section within twenty (20) days from the time the Final Map is submitted to the County Surveyor by the subdivider for approval.

(6) At the time the subdivider presents the Final Map, there shall be presented releases executed by the various public utilities, including cable television services, as to location of their facilities and that satisfactory arrangements have been made for the establishment of any easements required for such facilities. The failure

of any said public utility to notify the County Surveyor of the need for such easements within twenty (20) days of receipt of the advance copy of the Final Map shall be deemed notice that said provisions and arrangements have been made and no further release shall be required.

**83.040220 Tentative Map.**

The following provisions shall govern the review of Tentative and Vesting Tentative Maps.

(a) Action on Tentative Map.

(1) The Planning Agency shall approve, conditionally approve, extend, or disapprove the map or maps of the proposed subdivision within fifty (50) days after an application for a Tentative Map has been filed, deemed completed and accepted for filing except as otherwise provided by the Subdivision Map Act. An official copy of the Planning Agency's action shall be filed with the Tentative Map, and be reported directly to the subdivider and to the Real Estate Commission of the State of California. If no action is taken upon a Tentative Map by the Planning Agency within the time limits specified in this Division, or any authorized extension thereof, the Tentative Map as filed shall be deemed to be approved insofar as it complies with other applicable requirements of this Division, other applicable ordinances of the County of San Bernardino, and all applicable State laws, and it shall be the duty of the Clerk of the Board and the Secretary of the Planning Agency to certify such approval. This section shall be inapplicable to extensions of time which are reasonable and required in order to comply with any provision of State law, including the requirements for compliance with the California Environmental Quality Act of 1970. Provided, however, if an Environmental Impact Report (EIR) is prepared, the fifty (50) day period specified in this section shall not be applicable and the Planning Agency shall take action upon the Tentative Map within forty-five (45) days after certification of the EIR. Any revised Tentative Map or portion thereof filed with the Planning Agency shall comply with the requirements in effect at the time such revised map is considered by the Planning Agency.

(2) A Tentative Map shall not be approved in the following cases:

(A) In the case of a conversion of residential real property to a condominium project, community apartment project or stock cooperative, the Planning Agency shall not approve the Tentative Map unless evidence is provided by the subdivider, as required by Section 66452.9 of the California Government Code, that proper notification has been given to each of the tenants of the proposed conversion notifying of the subdivider's intent to convert.

(B) In the case of a conversion of a stock cooperative or a community apartment project to a condominium, the Planning Agency shall not approve a Tentative Map unless evidence is provided by the subdivider, as required by Section 66452.10 of the California Government Code, that the required number of owners in the cooperative or project, as specified in the bylaws or other organizational documents, have voted in favor of such conversion.

(C) The Planning Agency shall not approve a Tentative Map, or a Parcel Map for which a Tentative Map was not required, if it finds that the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (California Government Code Section 51296) and that the resulting parcels following a subdivision of that land would be too small to sustain their agricultural use. For purposes of this section, land shall be presumed to be in parcels too small to sustain their agricultural use if the land is: (1) less than ten (10) acres in size in the case of prime agricultural land; (2) less than forty (40) acres in size in the case of land which is not prime agriculture land. For purposes of this section agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural. The Planning Agency may approve a subdivision with parcels smaller than those listed above if the findings in Subsections 83.040115(c)(8)(B)(i) and (ii), along with the other applicable findings listed in Section 83.040115, are made or the land within the subdivision is subject to a contract when one of the following has occurred:

(I) The Local Agency Formation Commission has approved the annexation of the land to a city and the city will not succeed to the contract as provided in California Government Code Sections 51243 and 51243.5.

(II) Written notice of nonrenewal of the contract has been served prior to March 7, 1985, as provided in California Government Code Section 51245.

(III) Written notice of nonrenewal of the contract has been served on or after March 7, 1985, as provided in California Government Code Section 51245, and, as a result of that notice, there are no more than three (3) years remaining in the term of the contract.

(IV) The Board has granted tentative approval for cancellation of the contract as provided in California Government Code Section 51282.

(3) The approval or conditional approval by the Advisory Agency of any revised or new Tentative Map shall annul all previous designs and approvals thereof.

(4) When modifications in design are conditions of approval of a Tentative Map, the subdivider shall, at least thirty (30) days prior to the submission of Final Maps, submit the ten (10) copies of the Tentative Map as modified to the Planning Agency for distribution to the Development Review Committee representatives.

(b) Planning Officer Referral. When acting as the Planning Agency for subdivisions where a Tentative and Final Map are required, the Planning Officer shall determine, prior to taking an action to approve, conditionally approve, extend, or deny the application, that the project is noncontroversial. For the purpose of this section, "noncontroversial" shall mean: (1) that no member of the Development Review Committee objects to the project or any portion thereof; (2) no specific written request has been received requesting public hearing review of the project from person(s) notified in accordance with the provisions of Subsection 83.010330(b); and (3) in the opinion of the Planning Officer, there has been no substantial objection to the proposed project from members of the public. If the Planning Officer determines the project to be controversial, the project may be referred by Planning Officer to the Planning Commission for action.

(c) Review of Tentative Maps by Other Agencies. When a Tentative Map has been properly filed and the subdivider has furnished the required number of copies, the Office of Planning shall, within three (3) County business days of the filing and review cycle deadlines (Saturdays, Sundays and holidays excluded) forward a copy or copies thereof to the following:

- (1) County Assessor.
- (2) County Fire Warden, who shall distribute to the appropriate fire jurisdiction.
- (3) County Surveyor.
- (4) Building Official.
- (5) Director of the Department of Environmental Health Services.
- (6) Director of Transportation/Flood Control/Airports and Road Commissioner.
- (7) District Engineer of the California Department of Transportation, Business and Transportation Agency, State of California, if a Federal or State highway is involved.
- (8) Regional Planning Team.
- (9) Office of Special Districts.
- (10) Any municipality entitled thereto.
- (11) Other public agencies or officers who, as determined by the Planning Agency, have an interest in the proposed subdivision.
- (12) Any appropriate public utilities and cable television system.
- (13) Chino Valley Regional Manager.

(d) Reports on Tentative Map. Any report or recommendation on a Tentative Map by the staff of the Planning Agency or the Development Review Committee to the Planning Agency shall be in writing and a copy thereof sent to the subdivider, or any tenant of the subject property in the case of a proposed conversion of residential

real property to a condominium project, community apartment project or stock cooperative project, at least three (3) days prior to any hearing or action on such map by such Planning Agency. In the event of failure of any officer, department, municipality, district, or agency to report to the Planning Agency in writing within twenty (20) days after the filing deadline of the Tentative Map, it shall be deemed that said officer, department, municipality, district or agency has no objections to the proposed map.

Wherever possible, the reports and recommendations of County departments shall be uniform in content and form and shall be presented to the Planning Agency by the Chairperson of the Development Review Committee or designee.

(1) Required action in the case of waste discharge violations. The Development Review Committee shall report to the Planning Agency as to whether the discharge of waste from the proposed subdivision into an existing community sewer system will result in the violation of existing requirements prescribed by a California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the California Water Code. In the event that the Planning Agency finds that the proposed waste discharge would result in or add to violation of the requirements of such Board, it may disapprove the Tentative Map or maps of the subdivision, or take such other action as may be permitted by the policies of the Board of Supervisors.

(e) Expiration of Approval. The initial approval period of an approved or conditionally approved Tentative Map and any associated development application shall expire thirty-six (36) months after its approval or conditional approval unless an extension is granted as hereinafter provided or as otherwise provided by the Development Code. The expiration of the approved or conditionally approved Tentative Map shall terminate all proceedings and no Final or Parcel Map of all or any portion of the real property included within such Tentative Map shall be filed without first processing a new Tentative Map.

This initial approval period may be extended in the following circumstances:

(1) If the subdivider is subject to a requirement of one hundred thousand dollars (\$100,000) or more to construct or improve or finance the construction or improvement of public improvements outside the boundaries of the Tentative Map in order to obtain a Final Map, each filing of a Final Map that is part of a series of multiple Final Maps authorized by Subsection 83.040201(c) of this Code and California Government Code Section 66456.1 shall extend the expiration of the approved or conditionally approved Tentative Map and any associated development project by thirty-six (36) months from the date of its expiration as provided in this section, or the date of the previously filed Final Map, whichever is later. Such extensions shall not extend the Tentative Map more than ten (10) years from its approval or conditional approval. However, a Tentative Map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Article 4 of Division 1 of the California Government Code may be extended

for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased Final Maps which may be filed shall be determined by the Planning Agency at the time of the approval or conditional approval of the Tentative Map. It shall be the responsibility of the developer to notify the Office of Planning of the filing of the Final Map so that appropriate arrangements may be made to document such extension.

"Public improvements," as used in this section, includes traffic controls, streets, roads, highways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(2) This period of time shall not include any period of time during which a moratorium, imposed after approval of the Tentative Map, is in existence, provided however that the length of the moratorium does not exceed five (5) years.

Once a moratorium is terminated, the map shall be valid for the same period of time as that which remained of the map approval period at the time that the moratorium was imposed. However, if the remaining time is less than one hundred twenty (120) days, the map shall be valid for one hundred twenty (120) days following the termination of the moratorium.

(3) In addition, this period of time, including any extension granted pursuant to Subsection (f), shall not include any period of time during which a lawsuit has been filed and is pending in a court of competent jurisdiction involving the approval or conditional approval of a Tentative Map if a stay of the time period is approved by the County pursuant to this section. Within ten (10) days of the service of the initial petition or complaint in the lawsuit upon the County, the subdivider may apply to the County for a stay pursuant to the County's adopted procedures. Within forty (40) days after receiving the application, the County shall either stay the time period for up to five (5) years or deny the requested stay.

(f) Time Extensions on Approved Tentative Maps and/or any related development applications. The Planning Officer may approve extensions of time for a period or periods not exceeding a total of thirty-six (36) months unless otherwise provided by the Development Code. Any application of a subdivider for such extension of time shall be made in writing to the Planning Officer not less than thirty (30) days prior to the expiration date. Such extension of time is subject to an extension fee as found in the County Schedule of Fees. If the Final Map is not recorded within the approved extension, then the subdivision must be refiled in accordance with all provisions of this Division.

(g) Withdrawal of Tentative Maps. Any subdivider or record owner of property upon which a Tentative Map has been filed may withdraw such map at any time until the recordation of the appropriate Final Map. Notice of such withdrawal shall be made in writing to the Planning Agency. Refund in filing fees for any such map withdrawn shall be made in accordance with the County Schedule of Fees.

(h) Appeal by Subdivider. The subdivider, or any tenant of the subject property in the case of a proposed conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, may appeal any action of the Planning Agency with respect to a Tentative Map. Any such appeal shall be filed with the Office of Planning for an action taken by the Planning Officer, or with the Clerk of the Board for an action taken by the Planning Commission. Such appeals shall be filed within ten (10) days after the action of the Planning Agency to deny a request for extension of time for an approved or conditionally approved Tentative Map. After the filing of an appeal, the appeal body shall set the matter for public hearing. Such hearing shall be held within thirty (30) days after the date of a request filed by the subdivider or the appellant. Notice of the public hearing shall be provided. Within ten (10) days following the conclusion of the hearing, the appeal hearing body shall render its decision. The decision of the appeal hearing body shall comply with the provisions of this Division and shall include all findings required by this Division. If the appeal hearing body fails to act upon an appeal within the time limit specified in this Division, the action of the Planning Agency shall be deemed to be upheld, and it shall be the duty of the Secretary of the Planning Commission or the Clerk of the Board, whichever body has heard the appeal, to certify such action. The fee for filing of an appeal shall be established in the County Schedule of Fees.

(i) Complaint by Interested Person. Any interested person adversely affected by a decision of the Planning Agency may file a complaint with the appropriate appeal body concerning any decision of the Planning Agency. Any such complaint shall be filed with the Secretary of the Planning Commission or Clerk of the Board, depending upon the reviewing authority taking action. Such appeals shall be filed within ten (10) days after the action of the Planning Agency which is the subject of the complaint. Upon the filing of the complaint, the appeal hearing body shall set the matter for public hearing. Such hearing shall be held within thirty (30) days after the filing of the complaint. Notice of the public hearing shall be provided.

Upon conclusion of the hearing, the appeal body shall within ten (10) days declare its findings, based upon the testimony and documents produced before it, or sustain, modify, reject, or overrule any recommendations or rulings of the Planning Agency and make such findings as are consistent with the provisions of this Division.

The fee for filing of a complaint shall be the same as that required for an appeal of a subdivision.

## 83.040225 Final Map.

The following provisions shall govern the filing and recording of the Final Map:

(a) Filing the Advance Copy of the Final Map. After receipt of the report of the Planning Agency approving or conditionally approving the Tentative Map, and at least fifty (50) days prior to the expiration of the approval or conditional approval or any approved extension of time as provided by this Division, the subdivider may cause the real property included within the map, or any part thereof, to be surveyed and a Final Map thereof prepared in accordance with the approved or conditionally approved Tentative Map, and an advance copy of the Final Map to be submitted to the County Surveyor. The advance copy of the Final Map shall be accompanied by the following information:

(1) Traverse sheets showing closures with allowable limits of exterior boundary and of irregular blocks and lots in subdivision.

(2) Preliminary title report.

(3) Fees for examining Final Map in amount specified in the County Schedule of Fees adopted by the Board of Supervisors.

(4) In the case of the conversion of residential property to a condominium, community apartment, or stock cooperative, evidence shall be submitted that the notices of intention to convert to prospective tenants, as required by California Government Code Section 66427.1, have been given.

(5) Composite Development Plan as subject to the provisions of Article 5 of this Division.

(6) Any additional information as may be required by the Planning Agency or County standards shall be submitted to the appropriate County department.

(b) The County Surveyor shall be the primary coordinator in seeing that the conditions of approval of the Tentative Map have been fulfilled. The County Surveyor shall transmit maps to and request written reports from the County departments and public utilities, including any cable television systems, which have submitted recommendations on the Tentative Map. Within twenty (20) days after receipt of such an advance copy of the Final Map, said Department or utility shall issue a preliminary written report as to the compliance or noncompliance of the advance Final Map as to the matters under its jurisdiction.

(c) Filing Official Copy of the Final Map. If the advance copy of the Final Map has been found satisfactory by the County Surveyor, the subdivider shall cause the Final Map to be officially filed with the County Surveyor at least twenty (20) days prior to expiration of the approval or conditional approval or any approved extension of time as provided by this Division. The Final Map shall not be officially filed until the engineer or surveyor has received notification from the County Surveyor that all provisions of the Tentative Map approval, the Subdivision Map Act, County Code and County standards have been complied with. The official filing of the Final Map with the County Surveyor will constitute the Final Map filing date.

(d) Checking and Reports to the Board of Supervisors. After the issuance of a receipt for the official filing of the Final Map, the County Surveyor shall examine

it as to sufficiency of affidavits and acknowledgements, correctness of surveying data, mathematical data and computations, and other matters which may require checking to insure compliance with the provisions of the Subdivision Map Act and this Division.

If the Final Map is found to be in substantial compliance with the Tentative Map and is in correct form and the matters shown thereon are sufficient and the County Surveyor is satisfied that all of the conditions of approval have been met, County Surveyor shall endorse approval thereon. The County Surveyor shall combine with the Final Map the agreements, easements, and securities as required by this Division. Such material shall be transmitted by the Environmental Public Works Agency to the Board of Supervisors for its consideration of the Final Map.

(e) Approval of Final Map by the Board of of Supervisors.

(1) The Board of Supervisors shall, within a period of ten (10) days after the filing of the Final Map for approval or at its next regular meeting after the meeting at which it receives the map, whichever is later, approve the map if it conforms to all the requirements of the Subdivision Map Act and this Division applicable at the time of approval or conditional approval of the Tentative Map and any rulings made thereunder or, if it does not so conform, disapprove the map.

(2) If the Board does not approve or disapprove the map within the prescribed time, or any authorized extension thereof, and the map conforms to all said requirements and rulings, it shall be deemed approved, and the Clerk of the Board of Supervisors shall certify its approval thereon.

(f) Time Limit for Filing Final Map. If the subdivider fails to file the Final Map with the County Recorder and the required accompanying data with the appropriate County departments within thirty-six (36) months after the date of first approval by the Planning Agency or within any authorized extension of time, the Tentative Map approval or conditional approval shall become void. In such a case, a new filing fee shall be paid and a new Tentative Map approval shall be obtained.

(g) Improvement Agreement. If at the time of approval of the Final Map by the Board of Supervisors, any improvements required by local ordinance or as a condition of the approval of the Tentative Map have not been completed in accordance with County standards applicable at the time of the approval or conditional approval of the Tentative Map, the Board of Supervisors, as a condition precedent to approval of the Final Map, shall require the subdivider to enter into an agreement with the Board of Supervisors upon mutually agreeable terms to thereafter complete such improvements at the subdivider's expense. The Board of Supervisors shall require that performance of such agreement is guaranteed by appropriate securities.

(h) If sixty (60) days prior to the submittal of a Final or Parcel Map, the subdivider has failed to comply with the Tentative Map or minor subdivision plot plan conditions which require the subdivider to construct or install offsite improvements on land in which neither the subdivider nor the County has sufficient title or interest, including an easement or license, then at the time the Parcel or Final Map is filed with the local agency, to permit the improvements to be made, the subdivider shall enter into an agreement with the County through its Department of Engineering Contract Services to pay all costs of the County in acquiring such property. The County shall have one hundred and twenty (120) days from the filing of the Final Map or Parcel Map, pursuant to Section 66457 of the Subdivision Map

Act, to obtain interest in the land to permit the improvement(s) to be made by negotiation or proceedings pursuant to Title 7 (commencing with Section 1230.010) of Part 3 of the California Code of Civil Procedure, including proceedings for immediate possession of the property under Article 3 (commencing with Section 1255.410) of Article 6 of such Title. In the event the County fails to meet the one hundred twenty (120) day time limitation, the condition for construction of offsite improvements shall be conclusively deemed to be waived. Prior to approval of the Final Map, the County may require the subdivider to enter into an agreement to complete the improvements pursuant to Subsection (6) above at such time as the County acquires an interest in the land which will permit the improvements to be made.

"Off-site improvements," as used in this subsection, do not include improvements which are necessary to assure replacement or construction of housing for persons and families of low or moderate income, as defined in Section 50093 of the California Health and Safety Code.

**83.040230 Conditions of Map Approval.**

The conditions of map approval shall be as follows:

(a) Subdivisions for which a Tentative and Final Map are required. As a condition of approval of a map of five (5) or more parcels, the Planning Agency may require such dedications and improvements as are necessary to insure that the lots to be created are provided with adequate public services and utilities, possibly including any appropriate cable television services, to meet the needs of future residents or users; are of adequate design in all respects; act to mitigate any potential environmental impacts identified in the Environmental Impact Report or by other means; and provide for proper grading and erosion control, including the prevention of sedimentation or damage to off-site property. All improvements shall be in accordance with adopted County standards.

(b) Access.

(1) Except as provided below, lots created by a subdivision of land shall abut upon a recorded dedicated public right-of-way of a width as established by the County Master Plan of Highways or County Highway Right-of-Way Standards, or shall be assured of access to the County road system by an approved access which connects a lot or lots to a maintained public street or state highway.

(2) The Planning Agency may waive the requirements for approved access to subdivisions having lot sizes of forty (40) gross acres or more when all of the following findings are made:

(A) The applicant is or will be subject to severe hardship unless the waiver is approved; and

(B) There is an existing traveled roadway which has been in existence for at least five (5) years which roadway is at least twenty (20) feet in width at all points; and

(C) The roadway has capability for normal passenger car use to each lot in the subdivision.

(3) Private road easements may be approved for access to each lot if it is determined that public street access cannot be provided due to certain title limitations or topographical conditions.

(4) Road easements of record established prior to the effective date of this Article shall be recognized as legal access to each lot of the subdivision.

(5) Existing traveled roads for which a court has determined that a prescriptive right by users exists for public use shall be recognized as legal access to each lot of the subdivision.

(c) In determining whether to approve or disapprove an application for a Tentative Map, the County shall apply only those ordinances, policies, and standards in effect at the date the proposal for the subdivision was accepted as complete, as provided in California Government Code Section 66474.2.

**Article 3. Parcel Map and Minor Subdivision Plot Plan**

**Sections:**

- 83.040301 Filing Criteria for Tentative and Parcel Maps, and Minor Subdivision Plot Plans.
- 83.040305 Subdivision Plot Plan Content.
- 83.040310 Parcel Map Content.
- 83.040320 Minor Subdivision Procedures.
- 83.040325 Parcel Map Procedures.

**83.040301 Filing Criteria for Tentative and Parcel Maps, and Minor Subdivision Plot Plans.**

(a) The provisions of this section and the Subdivision Map Act shall govern the necessity for Parcel Maps and Minor Subdivisions.

(1) ~~A Tentative Map may be required and a Parcel Map shall be required~~ for subdivisions where a Final Map is not otherwise required by this Division, unless waived pursuant to this Division. A Parcel Map shall not be required for subdivisions created, pursuant to California Government Code 66428, by short-term leases of a portion of the operating right-of-way of a railroad corporation defined as such by Section 230 of the California Public Utilities Code, or land conveyed to or from a governmental agency, public entity, common carrier, public utility, or for land conveyed to a subsidiary of a public utility for conveyance to such public utility for rights-of-way. A Parcel Map may be required if a showing is made in individual cases, upon substantial evidence, that public policy necessitates such a Parcel Map.

(2) A Parcel Map shall not be required for the construction of a condominium project or for the conversion of an existing structure to a condominium on a single parcel shown on a Final Map or Parcel Map recorded after January 1, 1960. Provided, however, the Planning Officer may require that a Parcel Map be filed for the purposes of obtaining improvements, additional easements and dedications, or other circumstances which warrant the filing of a new map.

(3) The Director of the Department of Land Management except as otherwise provided may waive the requirement for a Parcel Map, where two (2), three (3), or four (4) parcels and any remainder parcel are involved, and the smallest parcel created is two and one-half ( $2\frac{1}{2}$ ) gross acres or a two and one-half ( $2\frac{1}{2}$ ) acre aliquot part of a section or greater; provided said Director has made a finding that the proposed division of land complies with the requirements as to: (A) area; (B) improvement and design; (C) flood water drainage control; (D) appropriate improved public roads; (E) sanitary disposal facilities; (F) potable water supply availability; (G) environmental protection; (H) other requirements of this Division; (I) the Subdivision Map Act; (J) other applicable ordinances of the County of San Bernardino; and (K) adequate survey data exists to identify the property as determined by the County Surveyor. A record of survey recorded after January 1, 1983, shall not constitute adequate survey data to permit a waiver of the requirement for a Parcel Map. Said finding shall be based upon evidence, information, and recommendations of the Development Review Committee or individual Development Review Committee member acting within the departmental area of expertise.

(4) The Director of the Department of Land Management shall not waive a Parcel Map as a condition of approval of a Vesting Tentative Parcel Map.

(5) Where the requirement for a Parcel Map is waived pursuant to provisions of this section, a Tentative Map may be required by the Planning Officer. The Planning Officer may establish application procedures for subdivisions which are not subject to the requirement for Tentative and Final maps.

(6) When a Parcel Map rather than a Final Map is required by this Division, the subdivider has the option of submitting a Tentative Map.

(7) The subdivider shall submit a Tentative Map in place of a minor subdivision plot plan to obtain the rights conferred by the Subdivision Map Act and this Division for a Vesting Tentative Map.

(8) The requirements of Section 83.040201(e), (f), and (g) shall apply to the filing of Parcel Maps for the conversion of residential real property to another use.

**83.040305 Subdivision Plot Plan Content.**

The content and form of the Minor Subdivision Plot Plan and applications shall be prepared in conformance with the Subdivision Map Act and any procedures established by the Land Management Department.

**83.040310 Parcel Map Content.**

The content and form of Parcel Maps shall be governed by the provisions of this section.

(a) **Standards and Preparation.** The Parcel Map shall be prepared by, or under the direction of, a registered Civil Engineer licensed to practice land surveying or licensed Land Surveyor; shall show the location of streets and property lines bounding the property; and shall conform to all of the following provisions and adopted County standards.

(1) The Parcel Map shall be legibly drawn, printed, or reproduced by a process guaranteeing a permanent record in black on tracing cloth or polyester-based film. Certificates, affidavits, and acknowledgments shall be legibly stamped or printed upon the map with opaque ink. If ink is used on polyester-based film, the ink surface shall be coated with a suitable substance to assure permanent legibility.

(2) The size of each sheet shall be eighteen (18) by twenty-six (26) inches. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one (1) inch. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each of the sheets, and its relation to each adjoining sheet shall be clearly shown.

(3) Each lot shall be numbered and each street shall be named.

(4) The exterior boundary of the land included within the subdivision shall be indicated as an opaque ink line three (3) times as wide as the widest line on the map excluding the border line. The map shall show the location of each parcel and its relation to surrounding surveys.

(5) If the map includes a remainder parcel and the gross area of the remainder parcel or similar named parcel is five (5) acres or less, it shall be surveyed and mapped. If the remainder parcel or similar named parcel is more than five (5) acres, that parcel shall show record information and parcel size only.

(6) Existing natural drainage courses and proposed drainage easements, as necessary, shall be shown on the Parcel Map.

(7) Additional notes which do not affect record title interests shall not be shown on the Parcel Map. Where a Composite Development Plan has been required, a prominent note shall be placed below the Surveyor's Notes on the Parcel Map in one-quarter (¼) inch high, bold block letters, stating:

**COMPOSITE DEVELOPMENT PLAN NOTE:**

**A Composite Development Plan (C.D.P.) affecting this map is on file in the San Bernardino Office of Building and Safety in C.D.P.  
Book            Page**

(8) In the case of a Vesting Tentative Map for a Parcel Map, at the time it is filed it shall have printed conspicuously on its face "Vesting Tentative Parcel Map."

(b) Parcel Number. Prior to filing a Parcel Map, a licensed engineer or surveyor shall obtain a number or numbers from the County Recorder.

(c) Certificates on Parcel Maps. The statements on Parcel Maps shall be as required by the County Surveyor's standards and adopted by the County Board of Supervisors.

(1) Subject to the provisions of the Subdivision Map Act, a statement, signed and acknowledged by the legal owner of record in the real property subdivided, consenting to the preparation and recordation of the Parcel Map is required.

(2) Offers to dedicate interest in real property for specified public purposes shall be made by a statement on the Parcel Map, signed and acknowledged by the legal owner of record in the real property being subdivided, subject to the provisions of the Subdivision Map Act. The signature of either the holder of beneficial interests under trust deeds or the trustee under such trust deeds, but not both, may be omitted. The signature of either shall constitute a full and complete subordination of the lien of the Deed of Trust to the map and any interest created by the map.

However, with respect to a division of land into four (4) or fewer parcels, where dedications or offers of dedications are not required, the statement shall be signed and acknowledged by the legal owner of record only.

(3) In all cases where a Parcel Map is required, such map shall be based upon a field survey made in conformance with the Land Surveyors Act, except in the case of Reversion to Acreage.

(4) The Parcel Map shall contain a certificate for execution by the County Surveyor, stating that the Surveyor approved the map and accepted, subject to improvement, or rejected on behalf of the public, any real property offered for dedication for public use in conformity with the terms of the offer of dedication. The County Surveyor is hereby empowered to accept such dedications on behalf of the County Board of Supervisors and County Flood Control District.

#### **83.040320 Minor Subdivision Procedures.**

The provisions for the review of minor subdivision, plot plans, Tentative and Parcel Maps shall be as required in Section 83.040220 of this Code, unless otherwise indicated in that section.

#### **83.040325 Parcel Map Procedures.**

This section shall govern the procedures for the processing, approval, conditional approval, and disapproval of an application to subdivide land into four (4) lots or less with or without a remainder parcel, or more when a Parcel Map has been required in lieu of a Final Map and filing Parcel Maps.

(a) Filing Advance Copy of Parcel Map. Where the filing of a Parcel Map is required pursuant to this Division after the approval or conditional approval of the Tentative Parcel Map or minor subdivision plot plan application as provided

by this Division, the subdivider may cause the real property included within the map to be surveyed and a Parcel Map thereof shall be prepared in accordance with the approved Tentative Parcel Map or minor subdivision plot plan application. An advance copy of said Parcel Map shall be filed with the County Surveyor.

The advance copy of the Parcel Map shall be accompanied by the following information:

- (1) Preliminary title report.
- (2) Fees in the amount specified in the County Schedule of Fees.
- (3) Composite Development Plan.
- (4) Such additional information as required by the Planning Agency or approved County standards.

(b) Filing Official Copy of Parcel Map. The Parcel Map shall not be officially filed until the engineer or surveyor has received notification that all provisions of the Tentative Parcel Map or minor subdivision plot plan approval, the Subdivision Map Act, and County standards have been complied with and an advance copy of the Parcel Map has been approved by the County Surveyor in accordance with the provisions of this Article.

(c) The filing and recording of a Parcel Map shall be subject to the requirements of Subsection 83.040225(g).

**Article 4. Vesting Tentative Map**

**Sections:**

- 83.040401 Filing Criteria for Vesting Tentative Maps.
- 83.040405 Content.
- 83.040410 Procedures.
- 83.040415 Development Rights.

**83.040401 Filing Criteria for Vesting Tentative Maps.**

(a) Whenever a provision of the Subdivision Map Act, as implemented and supplemented by this Division, requires the filing of a Tentative Map or a Tentative Parcel Map for a residential development, a Vesting Tentative Map may instead be filed in accordance with the provisions hereof.

(b) If a subdivider does not seek the rights conferred by the Vesting Tentative Map Statute, the filing of a Vesting Tentative Map shall not be a prerequisite to any approval for any proposed subdivision permit for construction, or work preparatory to construction.

(c) Except as otherwise set forth, the provisions of this Division shall apply to Vesting Tentative Maps.

**83.040405 Content.**

The content and form of Vesting Tentative Maps shall be governed by the provisions of this section.

(a) At the time a Vesting Tentative Map is filed, it shall have printed conspicuously on its face the words "Vesting Tentative Map."

(b) A Vesting Tentative Map shall be filed in the same form and have the same contents, accompanying data, and reports as set forth in this Division for a Tentative Map except as hereinafter provided.

**83.040410 Procedures.**

The following provisions shall govern the filing, processing and review of Vesting Tentative Maps.

(a) A Vesting Tentative Map shall be processed and reviewed in the same manner as set forth in this Division for a Tentative Map, except as hereinafter provided.

(1) Prior to filing a Vesting Tentative Map, the subdivider shall have a preapplication conference with the Development Review Committee to determine if any additional information should be filed with the Vesting Tentative Map application. The applicant shall submit to the Development Review Committee prior to the preapplication conference all information that is required of a Tentative Map application. This information will be reviewed by the Committee and additional information may be required by the Committee to be submitted with the Vesting Tentative Map application. Preliminary Environmental Review of the proposed project shall be completed prior to the preapplication conference.

The minutes of the preapplication conference shall dictate the filing requirements for the Vesting Tentative Map, and shall accompany the filing of said map. The information required by the Development Review Committee for formal submission of the proposed project may include, but is not limited to the following:

(A) Drainage plan for control of both on-site and off-site storm runoff, water courses, channels, existing culverts, and drainpipes including existing and proposed facilities for control of storm waters, data as to the amount of runoff and the approximate grade, and dimension of proposed facilities for control of storm waters.

(B) Building envelopes.

(C) Proposed land use and types of structures.

(D) Detailed circulation information (existing and proposed).

This information may include area-wide traffic data sufficient for the County to determine future needs.

(E) Detailed grading plans.

(F) Geological studies.

(G) Any information required by the Development Review Committee shall be clearly detailed and listed with an anticipated review period so that it can be acted upon within reasonable time. The department/office which requires any additional information shall approve the acceptability of this information from the applicant prior to the filing of the Vesting Tentative Map.

(H) The Development Review Committee may require the filing and concurrent review of other related development applications where it is necessary for the review and implementation of the Vesting Tentative Map.

(2) An approving action on a Vesting Tentative Map shall not occur prior to the effective date of approval of the associated discretionary permit or action.

(3) Upon filing a Vesting Tentative Map, the subdivider shall pay the fees required as established in the County Schedule of Fees for the filing and processing of a Vesting Tentative Map.

(4) The approval or conditional approval of a Vesting Tentative Map shall expire at the end of the same time period, and shall be subject to the same extensions, established by this Division for the expiration of the approval or conditional approval of a Tentative Map.

(5) Any time prior to the expiration of a Vesting Tentative Map, the subdivider or assignee may apply for an amendment to the Vesting Tentative Map. No application for amendment shall be required when the reviewing authority finds that such amendment is a minor modification that is in substantial compliance with the original approval and no new conditions of approval are required.

(6) For a subdivision whose intended development is inconsistent with the land use district or Specific Plan in existence at that time, that inconsistency shall be noted on the map. The Planning Agency may deny such a Vesting Tentative Map or approve it conditioned on the subdivider, or his or her designee, obtaining the necessary change in the land use district or Specific Plan to eliminate the inconsistency. If the change in the pertinent ordinance is obtained, the approved or conditionally approved Vesting Tentative Map shall confer the right to proceed with the development as approved.

(7) Fees for development permits (e.g., building and grading permits) filed per an approved Vesting Tentative Map or a recorded Vesting Final/Parcel Map shall be the fees in effect at the time of issuance of such permit.

#### 83.040415 Development Rights.

(a) When the designated Planning Agency approves or conditionally approves a Vesting Tentative Map, that approval shall confer a vested right to proceed with the development in substantial compliance with the ordinances, policies, and standards in effect at the date the application for the subdivision has been determined to be complete and pursuant to California Government Code Section 66474.2. If Section 66474.2 is repealed, that approval shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the Vesting Tentative Map is approved or conditionally approved.

(b) Notwithstanding subdivision (a), the Planning Agency may condition or deny a permit, approval, extension, entitlement, or require an amendment to the map if it determines any of the following:

(1) A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both.

(2) The condition or denial is required in order to comply with State or Federal law.

(c) The Planning Agency may alter any condition of a Vesting Tentative Map through an amendment pursuant to Subsections 83.041105(a)(5) and (6) in order to protect against conditions dangerous to public health and safety or to comply with State or Federal law.

(d) The rights conferred by this section shall expire if a Final or Parcel Map is not recorded prior to the expiration of the Vesting Tentative Map as provided in Subsection 83.040410(a)(4). If the Final or Parcel Map is recorded, these rights shall last for the following periods of time:

(1) An initial time period of one (1) year. Where several Final Maps are recorded on various phases of a project covered by a single Vesting Tentative Map, this initial time period shall begin for each phase when the Final Map for that phase is recorded.

(2) The initial time period set forth in this Code shall be automatically extended by any time used for processing a complete application for a grading permit or for design or architectural review, processing exceeds thirty (30) days from the date a complete application is filed.

(3) A subdivider may apply for a one (1) year extension at any time before the initial time period set forth in Subsection 83.040415(d)(1) expires. If the extension is denied, the subdivider may appeal that denial to the County Board of Supervisors within fifteen (15) days.

(4) If the subdivider submits a complete application for a building permit during the periods of time specified in this section, the rights referred to herein shall continue until the expiration of that permit, or any extension of that permit.

#### Article 5. Composite Development Plan.

##### Sections:

83.040501	Filing Criteria for Composite Development Plans.
83.040505	Content.
83.040510	Procedures.
83.040515	Amendment to Composite Development Plan.

##### 83.040501 Filing Criteria for Composite Development Plans.

(a) The Planning Agency may require the filing of a Composite Development Plan at the time a Final or Parcel Map is accepted for recordation. These maps will reflect the information required by the Planning Agency and shall be filed with the Office of Building and Safety concurrent with the recordation of the Final or Parcel Map.

(b) Wherever a Composite Development Plan is required, these plans shall be submitted prior to recordation of the Final or Parcel Map.

**83.040505 Content.**

The content and form of Composite Development Plans shall be governed by the provisions of this section and Composite Development Plan Standards established by the County Surveyor's Office and adopted by the County Board of Supervisors.

(a) Standards and Preparation. A reproduction shall be made on linen or mylar of the map sheets of the Final or Parcel Map which shall conform to the following provisions and adopted County standards.

(1) In the top margin of all the map sheets, there shall be prominently labeled "Composite Development Plan." Advance copies shall be submitted for approval by the County Surveyor and Building Official prior to submittal of the linen or mylar of the Final or Parcel Map.

(2) Notes on Composite Development Plans.

(A) The plan shall contain a section titled "Composite Development Plan Notes." The County may list here any conditions or mitigating measures stipulated for the development of the subject property. Any explanatory notes related to criteria delineated on the map shall also be listed within this section. In addition, any related reports regarding development criteria shall be listed, including the following information:

- (I) Title and date of the report.
- (II) Name and credentials of person or firm preparing report.
- (III) The location where the reports are on file.

(B) The plan may delineate and note applicable criteria to the development of the subject property. These criteria are limited to:

(I) Building Criteria (e.g., Building Setback Lines). Any yard setback lines that are delineated on Composite Development Plans shall be the street and yard setback distances required on the property within said Composite Development Plan.

(II) Geological, Paleontological and Seismic Criteria.

(III) Grading Criteria.

(IV) Flood Control Criteria (e.g., setbacks).

(V) Environmental Criteria.

(VI) Incorporation of Special Map Requirements referenced in Article 11 beginning at Subsection 83.041115(b) of this Division.

(VII) All easements of record shall be delineated on the plan. Where the only information to be detailed by the Composite Development Plan are the minimum yard setbacks established by a land use district, then a Composite Development Plan will not be required.

(C) The following statement shall be prominently displayed on each map sheet:

**COMPOSITE DEVELOPMENT PLAN**

NOTES ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES, TO INDICATE CONDITIONS AND CRITERIA THAT EXIST ON THIS PROPERTY THAT WERE KNOWN AND IDENTIFIED AS OF THE DATE THIS PLAN WAS FILED. THIS INFORMATION IS

DERIVED FROM PUBLIC RECORDS OR REPORTS AND  
IS NOT INTENDED TO AFFECT RECORD TITLE  
INTEREST.

**83.040510 Procedures.**

This subsection shall govern the procedures for the processing, approval or disapproval of a Composite Development Plans.

(a) **Filing Advance Copy.** At least three (3) weeks prior to the recordation of the Final or Parcel Map, the Composite Development Plan shall be submitted for coordination of review to the County Surveyor.

(b) **Filing Official Copy of Composite Development Plan.** Concurrent with the filing for recordation of the Final or Parcel Map, the Composite Development Plan, as approved by the Office of Planning and County Surveyor in accordance with the provisions of this Division, shall be filed with the Office of Building and Safety.

**83.040515 Amendment to Composite Development Plan.**

(a) Should an error be made on the Final or Parcel Map which affects the Composite Development Plan as authorized by Section 83.041105(a)(5) and (6) of this Division, the Final Map and the Composite Development Plan may be amended as approved by the County Surveyor and Office of Planning. A minor variance is required for all other changes to the Composite Development Plan.

The Building Official is authorized to approve amended maps when they do not adversely impact the conditions of other departments and the amendment is in substantial compliance with the conditions of approval of the Tentative or Parcel Map.

(b) Any request to modify or deviate from the standards that are shown on a Composite Development Plan shall be made in accordance with the provisions for variances except as otherwise provided by this section.

Article 6. Lot Line Adjustment.

Sections:

- 83.040601 Filing Criteria.
- 83.040605 Procedures.
- 83.040610 Conditions of Approval.

**83.040601 Filing Criteria.**

(a) Lot Line Adjustment means the adjustment of a lot line between two (2) or more adjacent parcels, where the land taken from one (1) parcel is added to an adjacent parcel, and where no additional parcels are thereby created or the number of parcels reduced.

(b) Filing criteria shall be as established by the Planning Agency.

**83.040605 Procedures.**

(a) The Planning Officer or designee may approve lot line adjustments as herein provided. A current preliminary title report shall be required to accompany a lot line adjustment request. This report is required in order to ensure that the properties or portions thereof are not encumbered with liens, delinquent taxes, trust deeds, and/or utility easements on the property which would conflict with the requested lot line adjustment. The Planning Officer shall require that such a conflict be eliminated. In addition, if any of the lots are improved, the Planning Officer shall refer the proposed lot line adjustment to the County Surveyor for review of possible encroachments.

(b) The Planning Officer or designee shall make the following findings prior to approval of a lot line adjustment:

(1) The proposed lot line adjustment is consistent with the San Bernardino County Consolidated General Plan, Development Code, and Specific Plans.

(2) The proposed lot line adjustment will not adversely affect public health and safety.

**83.040610 Conditions of Approval.**

(a) No Tentative Map, Parcel Map, or Final Map shall be required as a condition to the approval of a lot line adjustment.

(b) A record of survey may be required to facilitate the preparation of the legal description to ensure the accuracy of the description or the elimination of the encroachments.

(c) A recorded conditional Certificate of Compliance shall be required of all lot line adjustments. Any conditional Certificate of Compliance with parcels that are tax delinquent shall not be recorded. The lot line adjustments will be voided if

the following are not completed within one hundred eighty (180) days after the recordation of the conditional Certificate of Compliance:

- (1) Grant Deeds which describe the new boundaries of the parcels shall be recorded.
- (2) Appropriate Trust Deeds or partial reconveyance documents which describe the new boundaries shall be recorded.

### Article 7. Lot Merger.

#### Sections:

- |           |                                       |
|-----------|---------------------------------------|
| 83.040701 | Mandatory Merger of Substandard Lots. |
| 83.040705 | Voluntary Merger of Contiguous Lots.  |
| 83.040710 | Findings.                             |

#### 83.040701 Mandatory Merger of Substandard Lots.

(a) A mandatory merger of substandard lots may be initiated by the County. A lot may be merged with a contiguous lot held by the same owner. If any one of the contiguous lots or units held by the same owner does not conform to the standards for minimum lot size or dimension specified by the applicable land use district, the following requirements shall be satisfied:

(1) At least one of the affected lots is not developed with any structure for which a building permit was issued or for which a building permit was not required at the time of construction, or is developed only with an accessory structure or accessory structures, or is developed with a single structure, other than an accessory structure, that is also partially sited on a contiguous lot involved in the proposed merger; and

(2) At least one of the affected lots must have one or more of the following conditions:

(A) The lot comprises less than five thousand (5,000) square feet in area at the time of the determination of merger;

(B) The lot was not created in compliance with applicable laws and ordinances in effect at the time of its creation;

(C) The lot does not meet current standards for sewage disposal and/or domestic water supply;

(D) The lot does not meet slope stability and/or density standards, as specified by this Code, Specific Plan or the General Plan;

(E) The lot has no legal access which is adequate for vehicular and emergency equipment access and maneuverability;

(F) The development of the lot would create health or safety hazards;

(G) The lot is inconsistent with the General Plan and any applicable specific plan, other than minimum lot size or density standards.

For purposes of determining whether contiguous lots are held by the same owner, the ownership of record shall be determined as of the date that Notice of Intention to Determine Status is recorded. Ownership of record shall be determined by the verification of the property ownership as recorded with the County Recorder in the official County records.

(b) A lot merger becomes effective when the County causes to be filed for record with the County Recorder a Notice of Merger specifying the names of the record owners and a description of the real property to be merged. This notice shall be transmitted to the County Recorder with any certificates for taxes as referenced in this Code.

(c) When a Notice of Merger has been recorded, the resultant parcel so merged shall be developed as a single unit of land.

(d) When the County initiates a merger of substandard lots, noticing shall be done in compliance with the following provisions:

(1) Until January 1, 1990, for lots which are four thousand (4,000) square feet or less and which were deemed by the County to be merged prior to January 1, 1984, the noticing procedures shall be as follows: At least thirty (30) days prior to recording a notice of merger, the County shall advise the owner of record of the affected lots, in writing, of the intention to record the notice and specify a time, date, and place at which the owner may present evidence to the Planning Agency as to why such notice should not be recorded.

(2) Unless otherwise specified in Section 83.040705, for all other lots proposed to be merged which do not meet the criteria of Subsection (d)(1) of this section, above: The County shall cause to be mailed by certified mail to the current record owner of the property a Notice of Intention to Determine Status, notifying the owner that the affected lots may be merged pursuant to provisions and standards specified by this section, and advising the owner of the opportunity to request a Determination of Status hearing and to present evidence at the hearing that the property does not meet the criteria for merger. This hearing shall be conducted in accordance with the Staff Review Without Notice procedures by the Office of Planning. The Notice of Intention to Determine Status shall be filed for record with the Recorder of the County of San Bernardino on the date that notice is mailed to the property owner.

(e) At any time within thirty (30) days after recording of the Notice of Intention to Determine Status, the owner of the affected property may file with the Office of Planning a request for a Determination of Status hearing.

(f) Upon receiving a request for a Determination of Status hearing from the owner of the affected property pursuant to Subsection 83.040701(e), the County Planning Officer shall fix a time, date and place to conduct a hearing and shall notify the property owner of the time, date, and place of the hearing by certified mail. The hearing shall be conducted not more than sixty (60) days following the County's receipt of the property owner's request for a hearing, but may be postponed or continued with the mutual consent of the County and the property owner.

(g) At a Determination of Status hearing, the property owner shall be given the opportunity to present any evidence that the affected property does not meet the standards for merger specified in this section and Section 83.040705. At

the conclusion of the hearing, the Office of Planning shall make a determination that the affected lots are to be merged or are not to be merged and shall so notify the owner of this determination. A determination of merger shall be recorded within thirty (30) days after conclusion of the hearing.

(h) If within the thirty (30) day period specified in Subsection 83.040701(e) the owner does not file a request for hearing in accordance with Subsection 83.040701(f), the Office of Planning may, at any time thereafter, make a determination that the affected lots are to be merged or are not to be merged. A Notice of Merger shall be recorded as provided in Subsection 83.040701(b) herein no later than ninety (90) days following the mailing of notice required by Subsection 83.040701(e) herein.

(i) If, in accordance with Subsection 83.040701(g) or 83.040701(h) herein, the Office of Planning determines that the subject property shall not be merged, it shall cause to be recorded in the manner specified in Subsection 83.040701(b) herein a Release of the Notice of Intention to Determine Status, recorded pursuant to Subsection 83.040701(d)(2) and shall mail a clearance letter to the current owner of record.

(j) Any decisions made by the Planning Officer in accordance with this section may be appealed prior to recordation of the Notice of Merger in accordance with the provisions of this Code.

#### **83.040705 Voluntary Merger of Contiguous Lots.**

(a) Description and Purpose. It is the purpose of this section to allow property owners to request a voluntary merger of contiguous lots that are under the same ownership.

(b) Process. The property owner shall file an application for a lot merger. The reviewing authority shall be the Planning Officer and review of the application shall be subject to the provisions for Staff Review Without Notice. The merger of the subject lots become effective when the Planning Officer causes a Notice of Merger specifying the names of the record owners and a description of the real property to be filed for record with the County Recorder.

(c) Requirements. A voluntary merger of lots may be requested by an applicant. A lot may be merged with one or more contiguous lots held by the same owner if any one of the contiguous lots held by the same owner does not conform to standards for minimum lot size or dimension specified by the applicable land use district or if at least one (1) such lot meets one (1) or more of the requirements specified in Section 83.040701(a)(2).

#### **83.040710 Findings.**

The Planning Agency shall find and justify the following to be true, prior to recording any Notice of Merger.

(a) The lots to be merged at the time of merger are under common ownership.

(b) The lots as merged will be consistent with or be more closely compatible with the applicable land use district regulations and any other planning policies relating to the subject property and lot configuration.

- (c) The lot as merged will not be deprived of legal access as a result of the merger and access to the adjoining lots will not be restricted by the merger.
- (d) All current and any delinquent taxes have been paid on all affected lots.

**Article 8. Reversion to Acreage.**

**Sections:**

- 83.040801 Filing Criteria.
- 83.040805 Reversion to Acreage by Final Map or Parcel Map.
- 83.040810 Data for Reversion to Acreage by Final Map or Parcel Map.
- 83.040815 Fee.
- 83.040820 Proceedings.
- 83.040825 Conditions for Reversion to Acreage by Final Map.
- 83.040830 Conditions for Reversion to Acreage by Parcel Map.
- 83.040835 Return of Deposits and Release of Securities.
- 83.040840 Delivery of Final Map or Parcel Map.
- 83.040845 Effect of Filing Reversion Map with the County Recorder.

Previously subdivided property may be reverted to acreage pursuant to the provisions of this Article.

**83.040801 Filing Criteria.**

(a) Requirement for Reversion to Acreage. Reversions to acreage may be required as a condition of approval for a land use application or allowed upon review and approval of a subdividers request pursuant to the provisions of this Article.

**83.040805 Reversion to Acreage by Final Map or Parcel Map.**

Subdivided real property may be reverted to acreage by a Final Map or Parcel Map pursuant to the provisions of this section.

(a) Initiation of Proceedings.

(1) Proceedings shall be initiated by petition by the owner of the property. The petition shall be on a form prescribed by the Office of Planning and shall be accompanied by:

- (A) Evidence of ownership.
- (B) Evidence of nonuse or lack of necessity of any streets or easements to be vacated or abandoned.

(C) Submittal of a Tentative Map or other application procedure which may be established by the Planning Officer which delineates any streets or easements which are to be left in effect; provided, however, that the Planning Officer may require a Tentative Map prepared to the standard prescribed in this Article.

(D) Such other information as required by the Office of Planning.

(2) The Board, at the request of any person or on its own motion, may by resolution initiate proceedings to revert property to acreage. The Board shall direct the Office of Planning to obtain the necessary information to initiate and conduct the proceedings.

(b) Previously subdivided land consisting of four (4) or less contiguous parcels under the same ownership may be reverted to acreage by Parcel Map; previously subdivided land consisting of five (5) or more parcels under the same ownership shall be reverted to acreage by Final Map.

**83.040810 Data for Reversion to Acreage by Final Map or Parcel Map.**

Petitioners shall file the following:

(a) Evidence of title to the real property; and

(b) Evidence of the consent of all of the owners of interest(s) in the property; or

(c) Evidence that none of the improvements required to be made have been made within two (2) years from the date the Final Map or Parcel Map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is later; or

(d) Evidence that no lots shown on the Final or Parcel Map have been sold within five (5) years from the date such Final or Parcel Map was filed for record.

(e) A minor subdivision plot plan or Tentative Map in the form prescribed by this Division.

(f) A Parcel Map or a Final Map in the form prescribed by this Division. The Parcel Map or Final Map shall delineate dedications which will not be vacated and dedications required as a condition to reversion.

**83.040815 Fee.**

The petition shall be accompanied by a fee as required by the County Schedule of Fees.

**83.040820 Proceedings.**

(a) The Planning Commission shall hold a public hearing on all petitions for, and Board initiations of, Reversions to Acreage.

(b) In the case of a Reversion to Acreage by Parcel Map, the Planning Commission may approve the Reversion to Acreage only if it finds and records in writing the findings required by this section.

(c) For a Reversion to Acreage by Final Map, the Planning Commission shall render its decision in the form of a written recommendation to the Board of

Supervisors. Such recommendation shall include the reasons for the recommendation and shall be transmitted to the Board of Supervisors. Upon receipt of the recommendation of the Planning Commission, the Board of Supervisors shall hold a public hearing. Notice of the time and place of such hearing shall be given in the same time and manner provided for the giving of notice of the hearing by the Planning Commission. The Board of Supervisors may approve a Reversion to Acreage only if it finds and records in writing the findings required by this section.

(d) Findings. Prior to approval, the Reviewing Authority shall find and justify the following to be true:

(1) Dedications or offers of dedication to be vacated or abandoned by the Reversion to Acreage are unnecessary for present or prospective public purposes; and

(2) Either:

(A) All owners of an interest in the real property within the subdivision have consented to reversion;

(B) None of the improvements required to be made have been made within two (2) years from the date the Final or Parcel Map was filed for record, or within the time allowed by agreement for the completion of the improvements, whichever is later; or

(C) No lots shown on the Final or Parcel Map have been sold within five (5) years from the date such map was filed for record.

#### **83.040825 Conditions for Reversion to Acreage by Final Map.**

The Board may require as conditions for the Reversion to Acreage the following:

- (a) The owners dedicate or offer to dedicate streets or easements.
- (b) The retention of all or a portion of previously paid subdivision fees, deposits, or improvement security, if the same are necessary to accomplish any of the provisions of this Division.
- (c) The retention of drainage easements for drainage and flood control.

#### **83.040830 Conditions for Reversion to Acreage by Parcel Map.**

After approval of the petition, a Parcel Map shall be prepared in accordance with this Division provided, however, that said Parcel Map may be compiled from recorded data if all the following conditions exist:

- (a) New division lines are not created.
- (b) The complete parcel boundary has been monumented and shown on a recorded subdivision map or Parcel Map.
- (c) When at least one of these boundary lines can be established from an existing monumented line.

The Parcel Map shall contain those statements as required by Division 3, Chapter 4, of this Code.

**83.040835 Return of Deposits and Release of Securities.**

Except as provided in this Article, upon filing of the Final Map for Reversion to Acreage with the County Recorder, deposits shall be returned to the subdivider and all improvement securities shall be released by the Board of Supervisors.

**83.040840 Delivery of Final Map or Parcel Map.**

After the hearing before the Board of Supervisors and approval of the reversion, the Final Map or Parcel Map shall be delivered to the County Surveyor.

**83.040845 Effect of Filing Reversion Map with the County Recorder.**

Reversion shall be effective upon the Parcel Map or Final Map being filed for record by the County Recorder. Upon filing, all dedications and offers of dedication not shown on the Parcel Map or Final Map for reversion shall be of no further force or effect.

**Article 9. Certificate of Subdivision Compliance.****Sections:**

83.040901	Filing Criteria.
83.040905	Content and Form.
83.040910	Procedures.
83.040915	Conditions of Approval.

**83.040901 Filing Criteria.**

(a) A recorded Certificate of Subdivision Compliance may be requested by any person owning real property to have the Planning Officer determine whether such property complies with the provisions of this Code.

(b) A Certificate of Subdivision Compliance may be required by the Office of Planning prior to recordation of a merger.

(c) A recorded Certificate of Subdivision Compliance shall be required of all lot line adjustments.

(d) When contiguous deeds or surveys have ambiguities in which the property boundary can not be ascertained as determined by the County Surveyor and an agreement is reached to establish the line by all parties, a Certificate of Compliance should be recorded.

(e) When determined by the County Surveyor, a Certificate of Subdivision Compliance may be required for the remainder parcels on Final/Parcel Maps.

**83.040905 Content and Form.**

The content and form of an application for a Certificate of Subdivision Compliance shall be as required by County policy.

**83.040910 Procedures.**

Upon making a determination that real property complies with this Division, the Planning Officer shall cause a Certificate of Subdivision Compliance to be filed for record with the County Recorder. The Certificate of Subdivision Compliance shall identify the real property and shall state that the division thereof complies with applicable provisions of this Division and the Subdivision Map Act.

**83.040915 Conditions of Approval.**

(a) When granting a Certificate of Subdivision Compliance for the purpose of determining whether real property is in compliance with this Code, the following shall apply:

(1) The requirements or conditions for the granting of a Certificate of Subdivision Compliance shall be limited to dedications of flood control and road or street right-of-way easement for lots created before March 4, 1972.

(2) When a Certificate of Subdivision Compliance is requested for a parcel of land created on or after March 4, 1972, the following shall apply:

(A) If the parcel is less than five (5) acres in size, access, improvement, and map requirements consistent with land division requirements at the time the parcel was created shall be required.

(B) If the parcel is five (5) acres or greater in size, no Parcel or Record of Survey Map shall be required, unless the Director of Planning finds that, due to topographical, geologic, or drainage concerns, delineation of such areas is necessary to assure adequate building sites. Access shall be provided pursuant to subsection (A) above.

(C) Access requirements across lands not in the ownership of the applicant may be deferred until development is requested on the applicant's property. A statement of disclosure relating to such lack of access shall be placed on the conditional Certificate of Subdivision Compliance advising of this requirement to future buyers of the parcel.

(3) If the Planning Officer determines that such real property does not comply with the provisions of this Division, the Planning Officer shall impose all the access requirements of this Division before issuing a Certificate of Subdivision Compliance. The Planning Officer may, as a condition of approval for a Certificate of Subdivision Compliance, impose those additional improvement requirements and Tentative or Parcel Map requirements provided in this Division. Such conditions may be fulfilled and implemented by the property owner who has applied for a Certificate of Subdivision Compliance pursuant to this section, or by a grantee of such property owner. If such conditions are not fulfilled or implemented by the applicant, property owner, or the grantee, the Certificate of Subdivision Compliance shall have no force or effect upon any subsequent transfer of the property and any subsequent transferee.

or assignee shall make a new application for a Certificate of Subdivision Compliance pursuant to this Article, and the Planning Officer may impose such conditions as would have been applicable at the time such assignee or transferee acquired the property.

(b) All Certificates of Subdivision Compliance shall be reviewed and approved by the County Surveyor prior to recordation. A record of survey may be required by the County Surveyor in order to facilitate the preparation of new legal descriptions or to ensure the elimination of any encroachment.

(c) A Certificate of Subdivision Compliance shall be issued for any real property which has been approved for development.

(d) A recorded final subdivision map, or Parcel Map, or recorded lot merger shall constitute a Certificate of Subdivision Compliance with respect to the parcels of real property described therein.

(e) An official map prepared pursuant to subdivision (b) of Section 66499.52 of the California Government Code and Article 10 of Chapter 4 of Division 3 of Title 8 of this Code, shall constitute a Certificate of Subdivision Compliance or a conditional Certificate of Subdivision Compliance with respect to the parcels of real property described therein and may be filed for the record, whether or not the parcels are contiguous, so long as the parcels are within the same section or, with the approval of the County Surveyor, within contiguous sections of land.

#### Article 10. Official Map.

##### Sections:

83.041001	Filing Criteria.
83.041005	Procedure.
83.041015	Recording Requirements.

##### 83.041001 Filing Criteria.

(a) Whenever any subdivision of land is platted or divided into lots or blocks, and whenever any addition to any subdivision is laid out into lots or blocks for the purpose of sale or transfer, the County Surveyor, under the direction and with the approval of the Board of Supervisors, may make an Official Map of the Subdivision, giving to each block on the map a number, and to each lot or subdivision in the block a separate number or letter, and giving names to such streets, avenues, lanes, courts, commons, or parks as may be delineated on the Official Map.

(b) Any surveyor or engineer under the review of the County Surveyor may prepare an Official Map to be filed for record as a Certificate of Compliance, pursuant to Subdivisions (d) and (e) of the California Government Code Section 66499.35 and Subsection 84.030915(e) of this Code. The map shall be prepared in accordance with the map format specifications of Subdivisions (a) to (f), inclusive, of Section 66434 of the Subdivision Map Act and 83.040210 of this Code except where noted otherwise in this Article.

83.041005 Procedure.

(a) A Tentative Map Application shall be filed with the County. Filing, map form and content, and procedure requirements for review and approval of Official Maps shall be as required by County Surveyor standards as adopted by the Board of Supervisors. This Tentative Map may be approved if it is consistent with the General Plan and land use district subject to the following requirements:

- (1) Submit proof of approved access.
- (2) Engineer or surveyor shall prepare and file an Official Map under the review of the County Surveyor. The map shall contain the following:
  - (A) Private road easements or grants of easement to each lot by separate instrument, or a note placed on the map that dedication will be required prior to building permits.
  - (B) Locate and delineate the natural drainage courses (the Drainage Section of the Surveyor's Office may require a drainage study).
  - (C) Ground height for building pads to preclude flooding.
  - (D) Surveyed, mapped and monumented per County Surveyor's standards.
  - (E) Legal description for each lot.
  - (F) Board of Supervisors' certificate.
  - (G) Engineer or surveyor's statement.
  - (H) County Surveyor's certificate.
  - (I) Surveyor's Office Official Map checking deposit based upon current Final Map Fee Schedule.
  - (J) Improvements and improvement plans on future roads may be deferred if not needed at this time for access to developed properties.
  - (K) Any additional information as required by County Surveyor standards.

(b) Each and every map made and adopted under this Division shall be presented to the Board of Supervisors by the County Surveyor and be certified under the hands of a majority of the members of the Board of Supervisors, the presiding officer, secretary and official seal of the Board of Supervisors. The certificate shall set forth in full the resolution adopting the map, with the date of adoption.

(c) Fees established for processing of official maps shall be as required in the County Schedule of Fees.

**83.041015 Recording Requirements.**

(a) The certified map shall be filed in the Office of the County Recorder. The recorder shall immediately securely fasten and bind each map so filed in one of a series of firmly bound books to be provided, together with the proper indexes thereof, and appropriately marked for the reception of maps provided for in this Division. Official Maps shall be filed and processed in accordance with provisions for Final Maps in Article 11 of this Code, unless otherwise indicated in County Surveyor standards for Official Maps.

(b) The map shall become an Official Map for the purposes of this Division when certified, filed, and bound, but not before.

(c) Whenever the Board of Supervisors adopts an Official Map, it shall be lawful and sufficient to describe the lots or blocks in any deeds, coveyances, contracts or obligations affecting any of the lots or blocks as designated on the Official Map.

**Article 11. General Regulations.****Sections:**

83.041101	Filing Criteria.
83.041105	Map Procedures.
83.041115	General Requirements.
83.041120	Subdivision Design and Improvement Standards.
83.041125	Improvement Security.

The following provisions shall govern the filing of maps in addition to previous provisions, unless otherwise specified.

**83.041101 Filing Criteria.**

(a) Maps of Condominium or Community Apartment Projects. A map of a condominium project, a community apartment project, or of the conversion of five (5) or more existing dwelling units into a stock cooperative project need not show the buildings or the manner in which the buildings or the airspace above the property shown on the map are to be divided, nor will the County refuse approval of a Parcel, Tentative, or Final Map of such a project on account of design or location of buildings on the property shown on the map. However, the County may regulate the design and location of a condominium project or a community apartment project through the provisions of its General Plan, Development Code, or other provisions of the San Bernardino County Code. The County may refuse approval of such a project if the design and locations of buildings violate provisions of the County General Plan, Development Code or other provisions of the San Bernardino County Code.

(b) Filing Maps with County Recorder. Of the maps required by this Division and the Subdivision Map Act, only Final and Parcel Maps may be filed for record in the Office of the County Recorder.

(1) No Final Map required by this Article and the Subdivision Map Act which creates a subdivision shall be filed with the County without the written consent of all parties having any record title interest in the real property proposed to be subdivided, except as otherwise provided in this Division.

(2) No Parcel Map required by this Division and the Subdivision Map Act which creates a subdivision shall be filed with the County without the consent of the legal owner of record in the real property proposed to be subdivided, except as otherwise provided in this Division.

#### 83.041105 Map Procedures.

(a) The procedures set forth in this section shall govern the filing, processing, approval, conditional approval, or disapproval of Tentative, Final and Parcel Maps and the modification thereof, in addition to the requirements in previous provisions.

(1) Extension of Time Limits. The time limits specified in this Division for reporting and acting on maps may be extended by mutual consent of the subdivider and the Planning Agency or the Board of Supervisors for a time not to exceed the time limits specified in this Code.

(2) Fees for Processing. Fees for the processing of Tentative, Vesting Tentative, Minor subdivision plot plan, Final and Parcel Maps, lot line adjustments, lot mergers, Reversion to Acreage, Certificates of Subdivision Compliance and Official Maps, and for other procedures required or authorized by this Division shall be established in the County Schedule of Fees.

(3) The Planning Officer may grant approval for the creation of two (2), three (3) or four (4) lots and a remainder parcel as shown on an approved Tentative Subdivision Map for the purpose of obtaining building permits for model homes or units. As a condition of this approval, a Parcel Map may be required. Prior to the issuance of building permits for said model homes, a surety bond or cash deposit shall be posted with the County Transportation and Flood Control Department for the street improvements abutting said lots as required for the approved tentative subdivision.

(4) Filing Maps with County Recorder. After the approval by the County of a Final or Parcel Map of a subdivision within the unincorporated territory, the map shall be transmitted ultimately to the County Recorder.

(A) Certificate of Taxes for Final Maps or Parcel Maps by Clerk of the Board. When the subdivider files with the Clerk of the Board a certificate prepared by the appropriate state or local official giving his or her estimate of those taxes or assessments, and when all security required under the provisions of this section to secure the payment of taxes and assessments which are a lien on a subdivision but which are not due and payable, have been deposited with the Clerk of the Board of Supervisors and approved by the County, the Clerk of the Board of Supervisors shall ratify that such deposits have been made and shall transmit the Final Map to the County Recorder.

(B) Evidence of Record Title Interest. The subdivider shall present to the County Recorder evidence that, at the time of filing the map in the Office of the County Recorder, the parties consenting to such filing are all of the parties having a record title interest in the case of a Final Map and legal owner of record in the case of a Parcel Map, in the real property being subdivided as shown by the records in the Office of the County Recorder, whose signatures are required by this Division, otherwise the map shall not be filed.

(C) Action by County Recorder. The County Recorder shall have not more than ten (10) days within which to examine a Final or Parcel Map, and either accept or reject it for filing.

(I) If the County Recorder accepts the map, such acceptance shall be certified on the face thereof. The map shall be securely fastened in a book of subdivision maps, in a book of Parcel Maps, or in such other manner as will assure that such maps will be kept together. The map shall become a part of the official records of the County Recorder upon its acceptance by the Recorder for filing.

The fee for filing and indexing such map is as prescribed in Section 27372 of the California Government Code.

(II) The original map shall be stored for safekeeping in a reproducible condition. The County Recorder may maintain for public reference a set of counter maps that are prints of the original maps and produce the original maps for comparison upon demand.

(III) This section shall not prevent filing in the Office of the County Recorder of a Final or Parcel Map of a subdivision for which a Final or Parcel Map is not required provided such map meets the requirements of this Division and any local ordinance.

(IV) The filing for record of a Final or Parcel Map by the County Recorder shall automatically and finally determine the validity of such map and when recorded shall impart constructive notice thereof.

(5) Correction and Amendment to Maps. The purpose of this subsection is to provide a means to correct errors which may be found in Final or Parcel Maps.

(A) Amendment to a Final or Parcel Map. After a Final Map or Parcel Map is filed in the Office of the County Recorder, it may be amended by a certificate of correction or an amending map in the following circumstances:

(I) To correct an error in any course or distance shown thereon;

(II) To show any course or distance that was omitted therefrom;

(III) To correct an error in the description of the real property shown on the map;

(IV) To indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor charged with the responsibilities for setting monuments;

(V) To show the proper location or character of any monument which has been changed in location or character or originally was shown at the wrong location or incorrectly as to its character;

(VI) To correct any other type of map error or omission as approved by the County Surveyor which does not affect any property right. Such errors and omissions may include, but are not limited to: lot numbers, acreage, street names, and identification of adjacent record maps.

(B) Preparation of Amending Map. The amending map or Certificate of Correction shall be prepared by a registered Civil Engineer licensed to practice land surveying or licensed Land Surveyor. An amending map shall conform to the requirements of the Article governing Final Map form and content, if a Final Map; or the Article governing Parcel Map form and content, if a Parcel Map. The amending map or Certificate of Correction shall set forth in detail the corrections made and show the names of the present fee owners of the property affected by the correction or omission.

(C) Map Amendment Examined by County Surveyor. The County Surveyor shall examine the amending map or Certificate of Correction, and if the only changes made are those set forth in this subsection, the County Surveyor shall certify to this fact on the amending map or Certificate of Correction.

(D) Filing of Map Amendment with County Recorder. The amending map or Certificate of Correction certified by the County Surveyor shall be filed in the Office of the County Recorder in which the original map was filed. Upon such filing, the County Recorder shall index the names of the fee owners and the appropriate tract designation shown on the amending map or Certificate of Correction in the general index and map index respectively. Thereupon, the original map shall be deemed to have been conclusively so corrected, and thereafter shall impart constructive notice of all such corrections in the same manner as though set forth upon the original map.

(E) Upon recordation of an amending map or Certificate of Correction, the County Recorder shall within sixty (60) days of recording transmit a certified copy to the County Surveyor who shall maintain an index of recorded Certificates of Correction. The amending map shall contain a Certificate of Preparation that is signed by the registered Civil Engineer licensed to practice land surveying or licensed Land Surveyor who prepared the map and a prominently displayed note on the map which briefly lists the changes to the satisfaction of the County Surveyor.

(6) Further modifications of Final Maps. In addition to the amendments authorized by Subsection 83.041105(a)(5), after a Final Map or Parcel Map is filed in the Office of the County Recorder, such a recorded Final Map may be modified by a Certificate of Correction or an amending map if the Board of Supervisors makes each of the following findings:

(A) That there are changes in circumstances which make one or all of the conditions of such a map no longer appropriate or necessary; and

(B) That the modifications do not impose any additional burden on the present fee owner of the property; and

(C) That the present fee owner of the property has consented in writing to the modifications; and

(D) That the modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and

(E) That the map, as modified, conforms with each of the findings required for map approval.

Any such modification shall be set for public hearing. The Board of Supervisors shall confine the hearing to consideration of and action on the proposed modification. These map amendments shall also be subject to the preparation, review, and recordation requirements of Subsection 83.041105(a)(5) where applicable.

### 83.041115 General Requirements.

The procedures set forth in this section shall govern the requirements for Soils Report, Special Map Requirement, Environmental Review, Dedications, Monument, and Improvement requirements.

(a) Soils Report Requirement. The requirements set forth in this subsection shall apply to the Soils Report.

(1) A preliminary soils report may be required as part of the Tentative Map approval, providing the Planning Officer makes a finding, based upon existing knowledge of soil qualities, that a preliminary analysis is necessary. Said findings shall be based upon evidence, information, and recommendations of the Development Review Committee or Development Review Committee member acting within the departmental area of expertise.

(2) If the County has knowledge of, or the preliminary Soils Report indicates, the presence of critically expansive soils or other soils problems which, if not corrected, would lead to structural defects, a soils investigation of each lot in the subdivision may be required. Such soils investigation shall be done by a Civil Engineer registered in this State, who shall recommend the corrective action which is likely to prevent structural damage to each structure proposed to be constructed in the area where such soils problems exist.

If the Planning Agency has knowledge of areas of districts which are characterized by such expansive soils or other soils problems, upon the recommendation of the Planning Officer, Development Review Committee, or Environmental Review Committee, the Planning Agency may require that a soils investigation be prepared for each lot of any subdivision proposed within said areas or districts.

(3) The Planning Agency may approve the subdivision or portion thereof where such soils problems exist if it determines that the Development Review Committee's recommended action is likely to prevent structural damage to each structure to be constructed. As a condition for the issuance of any building permit, it shall be required that the approved recommended action be incorporated in the construction of each structure.

(4) Each report shall be kept on file at the Office of Building and Safety for public inspection. The location of these reports shall be referenced on the Composite Development Plan.

(b) Special Map Requirement. Prior to Tentative or Parcel Map approval, the Planning Officer may require that the following information be reflected on the Tentative Map or minor subdivision plot plan:

(1) Submittal of a map showing any or all existing easements and locations of rock outcrops, high groundwater and spring discharge.

(2) Delineation of the portions of lots allocated for the subsurface disposal of sewage effluent.

(3) The approximate size of irregularly shaped lots where it is deemed necessary in order to accomplish the objectives of this Article and of the General Plan.

(4) A plan may be required where watercourses, significant drainage channels or bodies of water traverse or adjoin a lot, showing how sewage disposal systems will be installed and maintained.

Lines depicting the required setbacks from such watercourses, drainage channels or bodies of water shall be indicated on a copy of the Tentative Map. Said map shall be reviewed by the Development Review Committee and recommendations shall be forwarded to the Planning Agency. When subsurface waste-disposal systems are proposed, a preliminary soils report shall be provided by the subdivider which shall ascertain the acceptability of subsurface sewage-disposal systems where such will be the method for waste disposal.

This information shall be incorporated into the Composite Development Plan to be filed with the Office of Building and Safety. The location of any special maps shall be referenced on the Composite Development Plan.

(c) Dedications.

(1) Streets, Highways and Flood Control Rights-of-Way. As a condition of approval of a map, the subdivider shall dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for:

(A) Streets.

(B) Alleys.

(C) Access rights and abutters' rights.

(D) Drainage easements.

(E) Public utility easements.

(F) Other public easements.

In addition, the subdivider shall improve or agree to improve all streets, alleys, including access rights and abutters' rights, drainage, public utility easements and other public easements. The subdivider may also be required to dedicate such additional land as may be necessary and feasible to provide bicycle paths for the use and safety of residents of the subdivision.

(2) Drainage Rights-of-Way. When, in the opinion of the Planning Agency, drainage rights-of-way are necessary, the subdivider shall offer to dedicate upon the Final Map of the subdivision the necessary rights-of-way for such drainage facilities.

(3) Flood Control Dedication. Where dedication is offered for Flood Control District rights-of-way, such rights-of-way shall be shown as lots lettered alphabetically on the Final Map. Such offer of dedication shall be made by an appropriate certificate on the title sheet of the Final Map, and, in addition, an executed deed conveying fee title to said right-of-way to the Flood Control District shall be delivered to said District.

(4) Certification of Board Action. At the time the Board of Supervisors approves a Final Map, it shall also accept, subject to improvement, or reject any offer of dedication. The Clerk of the Board shall certify on the map the action of the Board of Supervisors.

(5) Resolution of Acceptance. The Clerk of the Board shall cause a resolution of acceptance of dedications by the Board of Supervisors, to be filed with the County Recorder.

(6) If at the time the Final Map is approved, any streets, paths, alleys, public utility easements, rights-of-way for local transit facilities such as bus turnouts, benches, shelters, landing pads, and similar items, which directly benefit the residents of a subdivision, or storm drainage easements are rejected, subject to Section 771.010 of the California Code of Civil Procedure, the offer of dedication shall remain open and the Board of Supervisors may by resolution at any later date, and without further action by the subdivider, rescind its action and accept and open the streets, paths, alleys, rights-of-way for local transit facilities such as bus turnouts, benches, shelters, landing pads, and similar items, which directly benefit the residents of a subdivision, or storm drainage easements for public use. Such acceptance shall be recorded in the Office of the County Recorder.

(d) Monuments. The provisions of this subsection shall govern the placement of monuments for a subdivision.

(1) Boundary Monuments. At the time of making the survey for the Parcel Map or the Final Map, the engineer or surveyor shall set sufficient durable monuments to conform with the County Surveyor's standards and standards described in Section 8771 of the California Business and Professions Code so that another engineer or surveyor may readily retrace the survey. The Parcel Map or the Final Map shall show said monuments found or set at or near each boundary corner and at intermediate points approximately one thousand (1,000) feet apart or at such lesser distances as may be made necessary by topography or contour to insure accuracy in reestablishment of any point or line without unreasonable difficulty. The precise position and character of each monument shall be shown on the Final Map, together with the relative heights of the top of each such monument with respect to the surface of the ground.

(2) Deferment, Final Map or Parcel Map Monuments. Interior monuments need not be set at the time the Final Map is filed if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date. All monuments so deferred and the furnishing of notes thereon as required in County Surveyor's standards, shall be agreed to be set and furnished by the subdivider. Such agreement shall be included and guaranteed in the "Agreement in Lieu of Improvements" as provided by this Division, and accompanied by a cash deposit.

(3) Monument Inspection. All monuments shall be subject to inspection and approval by the County Surveyor.

(4) Centerline Monuments. Durable monuments as described in County Surveyor's standards shall be set.

(e) Improvement Plans:

(1) Submission of Improvement Plans. All improvement plans shall be submitted to the appropriate County agency or department, checked and approved prior to presentation of the Final Map to the Board of Supervisors for acceptance.

(2) Preparation of Plans and Specifications. All plans and specifications in connection with improvements shall be prepared by or under the supervision of a registered professional engineer.

(3) Street and Drainage Plans and Profiles. Plans, profiles and specifications of proposed street and drainage improvements shall be submitted to the County Transportation and Flood Control Department, checked and approved prior to presentation of the Final Map to the Board of Supervisors for acceptance. These plans and profiles shall show full details of the proposed improvements which shall be according to the standards of the County of San Bernardino.

(4) Water Systems Plans. Plans, specifications and all necessary details of the proposed water system to be installed shall be submitted to the Director of the Department of Environmental Health Services for review, provided that the supplier has certified that it is willing and able to supply water upon request.

(5) Sanitary Sewer Plans. Plans, profiles, specifications and all necessary details of the sanitary sewers to be installed shall be submitted to the Director of the Department of Environmental Health Services for review; provided, however, that prior to submitting such plans, that shall have been approved by the governmental jurisdiction by which the subdivision is to be served, or if a private sewage disposal company is to service the tract, the plans shall have been approved by the Director of the Department of Environmental Health Services.

**83.041120 Subdivision Design and Improvement Standards.**

The Design and Improvement Standards found in this section shall be considered as requirements for map approval.

(a) Land-Use Standards. The land-use standards in this subsection shall be applied as requirements for map approval.

The minimum areas and dimensions of lots shall be as required for the particular land use district classification in which the property is classified by the San Bernardino County Development Code; provided, however, that:

(1) Lot or parcel side lines shall be approximately normal to street lines.

(2) Each lot or parcel on a dead-end street where the side lines thereof are converging from front to the rear of such lot or parcel, shall have an average width of not less than sixty (60) feet, or that width required by the Development Code, whichever is greater, measured along the front building setback line.

(3) Each lot or parcel on a curved street where the side lines thereof are converging from the front to the rear of such lot or parcel, shall have an average width of not less than sixty (60) feet, or that width required by the Development Code, whichever is greater.

(4) Double frontage lots shall be discouraged except where essential to provide separation of residential developments from major or secondary highways or due to topographical conditions. When double frontage lots are permitted, vehicular

access rights shall be dedicated to the County along the street designated by the Planning Agency.

(5) The Planning Agency may require lots larger than the above minimum sizes specified in multiple-residential, commercial and industrial subdivisions.

When lots or parcels twice or more the required area or width are shown as part of a subdivision of land, the Planning Agency may require such lots or parcels to be so established as to make practical a further division into allowable building sites, without injury to adjoining property.

(6) In desert areas or in hilly or mountainous lands, the Planning Agency may require lots larger than required minimums. Larger lots shall be required if it is deemed necessary in order to conform to the Land Use Element of the County General Plan.

(7) Modification of the Lot Design Standards may be allowed under the following circumstances:

(A) Pursuant to the Lot Area Regulations of Division 7, Chapter 4 of this Code.

(B) Pursuant to the Planned Development regulations of Division 8, Chapter 5, of Title 8 of this Code.

(8) This subsection does not apply to any lot or parcel which the subdivider offers to dedicate to the County or any public agency or district.

(9) When a land use district classification line divides a lot or parcel, the area and frontage requirements for such lot or parcel shall be those of the land use district that requires the greater or most restrictive standards between the two districts involved.

(b) Circulation Standards. The circulation standards in this subsection shall be applied as requirements for map approval.

(1) If the General Plan designates a general location of a proposed highway and any portion thereof may be wholly or partially within any proposed subdivision or may be affected by a proposed subdivision prior to the approval of the proposed subdivision, a specific alignment plan shall be prepared and adopted. Each such roadway shall conform in width and alignment with that shown or indicated on the General or Specific Plan or any standards adopted pursuant thereto. As a condition of approval of said subdivision, the subdivider shall be required to make dedications and construct such reasonable improvements as required by the specific alignment plan. Such requirements may be waived by the Planning Agency upon recommendation of the County Transportation and Flood Control Department, if the proposed highway is located upon a section line or its precise alignment can be otherwise determined.

(2) The following provisions shall apply as standards governing circulation design and shall be required for map approval:

(A) The circulation design of all subdivisions shall be compatible and coordinate with the County General Plan and the existing street and land-use pattern in the surrounding area.

(B) Any part-width highway lying along and adjacent to any boundary of a subdivision shall have such a part-width and alignment as will conform

to the route lines shown on the Master Plan of Highways covering the same portion of such subdivision.

(C) Each street intended to be extended into adjoining property shall be terminated by a one (1) foot parcel of land extending across the end of the street and, in the case of a part-width street, a one (1) foot parcel of land shall extend along the entire side of the street. Said parcels shall be designated alphabetically as a lot, labeled as a future street and offered for dedication by appropriate certificate on the Final or Parcel Map. The offer of dedication of said future street shall include a restriction against the use of same for access purposes until such time as it is accepted as a public street. Where it is determined by the Planning Agency that to protect the public health, safety and general welfare, it is necessary to extend a street beyond the boundaries of the subdivision for adequate traffic needs, the subdivider shall provide separate deeds for the necessary easements or rights-of-way to accommodate such traffic facilities. Such rights-of-way shall be improved in accordance with County standards or as required by the Planning Agency.

(D) Cul-de-sacs shall not exceed six hundred (600) feet in length, except as provided below, and shall terminate with a turn-around as specified in the adopted County Road Standards. The Planning Agency may approve a cul-de-sac which exceeds six hundred (600) feet if the Planning Agency finds that said cul-de-sac will not be injurious to the public health, safety and welfare.

(E) Road grades shall not exceed twelve percent (12%) unless it can be demonstrated that in order to accomplish the objectives of the County General Plan a road grade in excess of twelve percent (12%) is necessary. In such circumstances, the Planning Agency may approve a road grade not to exceed fourteen percent (14%) grade for a distance not to exceed five hundred (500) feet if a finding is made, based upon the recommendations of the County Director of Transportation and Flood Control and the County Fire Warden, that said roadway will not create an unacceptable hazardous risk to the public health, safety or welfare.

(F) Access to a Subdivision. The subdivision and each phase thereof shall have two (2) points of vehicular ingress and egress from existing and surrounding streets, one of which may be emergency only. Where providing such access is physically impossible or a cul-de-sac is proposed, this requirement may be waived or modified.

(c) Public Services and Facilities. The public services and facilities standards in this subsection shall be applied as requirements for map approval.

(1) These standards shall regulate the placement of utilities within the subdivision.

(A) Utility lines, including but not limited to electric, telephone, communications, street lighting and cable television, within or directly serving each subdivision, shall be placed underground. The subdivider is responsible for complying with the requirements of this subsection without expense to the County, and he shall make necessary arrangements with the utility company for the installation of such facilities. Appurtenances and associated equipment such as boxes and meter cabinets and concealed ducts in an underground system may be placed above ground. Waiver of the requirements for underground utilities shall be made through the Public Utilities Commission. This subsection shall not apply to existing utility or common carrier

routes in use at the time the subdivision is completed which do not provide service to the area subdivided. Aerial routes still in existence at the time the subdivision is completed may be reinforced from time to time as conditions dictate; however, all provisions of this subsection shall be subject to the requirements of any underground district created pursuant to San Bernardino County Code Section 67.011 in existence prior to the subdivision of the land or created subsequent thereto.

(B) Overhead utility lines where permitted shall be located at the rear of lots or parcels where practical, and along the sides of lots or parcels where necessary.

(C) If a local cable television system is available to serve the project, any subdivision for which a Tentative Map is required shall be designed to provide the appropriate cable television system an opportunity to construct, install, and maintain on land as reserved for cable television service or by separate instrument, any equipment necessary to extend cable television services to each residential parcel in the subdivision.

"Appropriate cable television systems," as used in this subsection, means those franchised or licensed to serve the geographical area in which the subdivision is located.

This subsection shall not apply to the conversion of existing dwelling units to condominiums, community apartments, or stock cooperatives.

(D) Whenever the County imposes as a condition of its approval of a Tentative Map or a Parcel Map a requirement that necessitates replacing, undergrounding, or permanently or temporarily relocating existing facilities of a telephone corporation or cable television system, common carrier or other public utility, the developer or subdivider shall reimburse the appropriate facility provider for all costs for the replacement, undergrounding, or relocation. All these costs shall be billed after they are incurred, and shall include a credit for any required advance payments and for the salvage value of any facilities replaced. Under no circumstances shall the telephone corporation or cable television system be reimbursed for costs incurred in excess of the cost to replace the facilities with substantially similar facilities.

(2) Public Services and Facilities Fees. The fee requirements of Division 1 of Title 8 of this Code shall be imposed as conditions of all map approvals, including Parcel Maps.

(d) The standards herein shall be related to public safety.

(1) The standards herein shall govern drainage works.

(A) When a subdivision lies in the path of existing watercourses or overflows therefrom or natural drainage from upstream properties, it shall not be approved unless adequate dedicated rights-of-way or improvements are provided in a manner satisfactory to the Planning Agency.

(B) When, in the opinion of the Planning Agency, a subdivision may cause an unnatural increase or concentration of surface waters onto downstream property, said subdivision shall not be approved by the Planning Agency unless drainage outlets are provided which will be adequate to render the County of San Bernardino and the County Flood Control District harmless from any damages caused therefrom.

(C) The location, type and size of watercourses or drainage works, and all drainage of streets and other drainage works between streets, shall be in accordance with County standards or as required by the Planning Agency.

(D) When, in the opinion of the Planning Agency, drainage rights-of-way are necessary, the subdivider shall offer to dedicate upon the Final Map of the subdivision the necessary rights-of-way for such drainage facilities.

(E) Where dedication is offered or granted for Flood Control District rights-of-way, such rights-of-way shall be shown as lots lettered alphabetically on the Final Map. Such offer of dedication or grant shall be made by an appropriate statement on the title sheet of the Final Map.

(2) The standards contained herein related to fire protection measures shall be considered as requirements for map approval.

(A) Subdivision design shall provide for safe and ready access for fire and other emergency equipment and for routes of escape to safely handle evacuations.

(B) The subdivision shall be served by water supplies for community fire protection in accordance with the standards set by the appropriate fire authority.

(C) In hazardous fire areas, all flammable or combustible vegetation shall be removed from around all structures, in accordance with the requirements of the San Bernardino County Uniform Fire Code. Where erosion is probable, the slopes shall be planted with fire resistive ground cover.

(3) The standards contained herein related to sewage disposal systems shall be considered as requirements for map approval.

(A) Subsurface sewage disposal systems shall be located as far as practical from a perennial or intermittent stream pursuant to San Bernardino County Code, Division 3, Article 5, Sections 33.055 and 33.056, and the requirements of the Department of Environmental Health Services and the Regional Water Quality Control Board.

(B) When a soils or a geologic hazards report for a subdivision is prepared (either at the developer's volition or as a requirement of any governmental agency), it shall include findings and recommendations concerning probable adverse effects of such hazards to the integrity of water supply and sewage disposal facilities and structures.

(e) Environmental and Public Health. Lands to be subdivided for residential, park, playground or land recreation purposes may be subject to environmental quality standards as established by ordinances and regulations of the different departments and agencies within the County.

#### 83.041125 Improvement Security.

The necessity for improvement security and the related requirements shall be governed by the following regulations:

(a) Requirement for Improvement Security. If all required improvements, engineering and inspection are not satisfactorily completed before the Final Map is

approved, the owner or owners of the subdivision shall, prior to the approval of the Final Map, enter as contractor into an agreement with the County Board of Supervisors whereby in consideration of the acceptance by the County Board of Supervisors of the streets, easements and any other land offered for dedication, the contractor agrees to furnish the equipment, labor and material necessary to complete the work within the time specified in the agreement.

(I) Amount of Improvement Security Required. To assure the County that the work will be completed, improvement security shall be furnished to guarantee the performance of any act or agreement in the following amounts for the following purposes:

(A) An amount, not less than one hundred percent (100%) of the total estimated cost of the improvement or of the act to be performed, conditioned upon the faithful performance of the act or agreement.

(B) An additional amount, not less than fifty percent (50%) nor more than one hundred percent (100%) of the total estimated cost of the improvement or the performance of the required act, securing payment to the contractor, to the subcontractors, and to persons furnishing labor, materials or equipment to them for the improvement or the performance of the required act.

(C) Whenever an entity required to furnish security in accordance with this section is a California nonprofit corporation, funded by the United States of America or one of its agencies, or funded by this state or one of its agencies, the entity shall not be required to comply with Subsections 83.041125(a)(1)(A) and (B), if the following conditions are met:

(I) The contractor installing the improvements has bonded to the nonprofit corporation and the County as co-obligee the amount of one hundred percent (100%) of the contract for the faithful performance of the work, and has further bonded to the nonprofit corporation and the County as co-obligee an amount of not less than fifty percent (50%) of the contract for the payment of labor and materials, and those bonds comply with the provisions of this Article.

(II) All moneys payable to the contractor by the nonprofit corporation are deposited in a depository complying with the provisions of the Subdivision Map Act and out of which moneys progress payments are conditioned upon:

(i) The contractor's certification to the nonprofit corporation that all labor performed in the work, and all materials furnished to and installed in the work, have been paid for in full to the date of the certification.

(ii) The written approval of the nonprofit corporation.

(iii) Final payment to the contractor not being made until sixty (60) days shall have expired after the filing and recording of the notice of completion of the work and acceptance of the work by the County in writing.

(III) All certifications as to progress payments shall be delivered through the United States mail to the nonprofit corporation. The term "progress payments" means payments made in compliance with the schedule of partial payments agreed upon in the contract for the work. No less than ten percent (10%) of the total contract price shall be retained for the sixty (60) days following the filing of the notice of completion.

ORDINANCE NO. 6

AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING SECTION 83.041125 (a) (2) OF THE DEVELOPMENT CODE OF THE COUNTY OF SAN BERNARDINO, AS ADOPTED BY THE TOWN OF YUCCA VALLEY, RELATING TO TYPES OF SECURITY REQUIRED FOR PERFORMANCE OF AGREEMENTS RELATING TO IMPROVEMENTS REQUIRED FOR APPROVAL OF FINAL MAPS, AND DECLARING THE URGENCY THEREOF

The Town Council of the Town of Yucca Valley does ordain as follows:

SECTION 1. Amendment of Development Code.

Subparagraph (2) of paragraph (a) of Section 83.041125 (Improvement Security) of Article 11 of Chapter 4 of Division 3 of the Development Code of San Bernardino County, as adopted by the Town of Yucca Valley, is hereby amended (and to the extent of said amendment hereby superseded) to read as follows:

"(2) Type of Security Required. The furnishing of security in connection with the performance of any act or agreement shall be one of the following at the option of and subject to the approval of the Town Council:

(A) Bond or bonds by one or more duly authorized corporate sureties.

(B) A deposit, either with the Town, responsible bank or trust company, at the option of the Town, of money or negotiable bonds of the kind approved for securing deposits of public monies.

(C) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal government, and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, or a letter of credit issued by such a financial institution. Bonds to secure faithful performance and for the benefit of laborers and material of any agreement, shall be in substantially the forms as shown in the Subdivision Map Act.

Such money, negotiable bond or instrument of credit shall be a trust fund to guarantee performance and shall neither be subject to enforcement of a money judgment, nor levy nor attachment by any creditors of the depositor or the depository until released by the Town following the time when the obligation secured thereby is performed to the satisfaction of the Town.

(D) A lien upon the property to be divided, created by contract between the owner or owners and the Town, if the Town Council finds on behalf of the Town that it would not be in the public interest to

require the installation of the required improvements sooner than two years after the recordation of the map.

(E) Any form of security, including various forms of interests in real property, including but not limited to deeds of trust, mortgages, creation of trusts, and any other form of security recommended by the Treasurer of the Town as being an acceptable form of security, and found to be acceptable by the Town Council.

For liens or forms of security described in (D) or (E) the property owner shall pay the Town for all costs associated therewith, including, without limitation, appraisals, title policies, legal fees, and processing and recording fees and costs."

**SECTION 2.      Declaration of Urgency.**

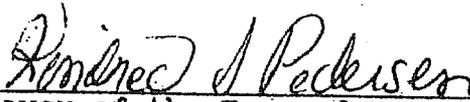
It is necessary for this ordinance to become effective immediately, to insure that the recently incorporated Town of Yucca Valley will have adequate regulations to deal with improvement security for final tract maps beyond the scope of the current adopted County development code provisions, in view of the current adverse economic conditions, and to allow applicant who otherwise qualify for improvement security permitted by State law to have that available without requiring the Town to engage

in otherwise unnecessary and costly enforcement proceedings in view of one or more currently pending applications, and to allow the orderly processing of developments and to insure the protection of the public peace, health and safety while administering these provisions, and, therefore, based on the public necessity, and for the immediate preservation of the public peace, health and safety, it is necessary for this ordinance to take effect immediately.

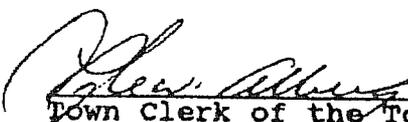
**SECTION 3.** This Ordinance shall be effective immediately upon its passage as an Urgency Ordinance, in that the Town Council finds and determines that the adoption of this Ordinance as an Urgency Ordinance is necessary for the immediate preservation of the public peace, health and safety because of the previously stated reasons set forth.

**SECTION 4.** The Town Clerk shall certify to the adoption of this Ordinance and cause it to be posted in the three designated posting places.

APPROVED AND ADOPTED this 2nd day of January, 1992.

  
\_\_\_\_\_  
Mayor of the Town of Yucca Valley

ATTEST:

  
\_\_\_\_\_  
Town Clerk of the Town of  
Yucca Valley

APPROVED AS TO FORM:

M. Neal Fier  
Town Attorney

APPROVED AS TO CONTENT:

[Signature]  
Town Manager

I, Lyle W. Alberg, Town Clerk of the Town of Yucca Valley, California, hereby certify that the foregoing ordinance was introduced and adopted as an urgency ordinance at a meeting of the Town Council on the 2nd day of January, 1992, by the following vote, to wit:

Ayes: Councilmembers Burnside, Crouter, Reed, Richmond and Mayor Pedersen

Noes: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 10th day of January, 1992.

(SEAL)

  
\_\_\_\_\_  
Town Clerk of the Town of  
Yucca Valley

(D) An amount as determined by the County Director of Transportation and Flood Control, but not more than twenty-five percent (25%) of the total estimated cost of improvements or performance of the required act necessary for the guarantee and warranty of the improvement for a period of one (1) year following the completion and acceptance thereof, against any defective work or labor done, or defective materials furnished.

As part of the obligation guaranteed by the security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the County in successfully enforcing the obligation secured.

(2) Type of Security Required. The furnishing of security in connection with the performance of any act or agreement shall be one of the following, at the option of and subject to the approval of the County Board of Supervisors:

(A) Bond or bonds by one or more duly authorized corporate sureties.

(B) A deposit, either with the County, responsible bank or trust company, at the option of the County, of money or negotiable bonds of the kind approved for securing deposits of public monies.

(C) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal government, and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, or a letter of credit issued by such a financial institution. Bonds to secure faithful performance and for the benefit of laborers and material of any agreement, shall be in substantially the forms as shown in the Subdivision Map Act.

Such money, negotiable bond or instrument of credit shall be a trust fund to guarantee performance and shall not be subject to enforcement of a money judgment by any creditors of the depositor until the obligation secured thereby is performed to the satisfaction of the County.

(3) Forfeiture on Failure to Complete. Upon the failure of a subdivider to complete any improvements and work within two (2) years from the date the agreement is executed, the County Board of Supervisors may, upon notice in writing served by registered mail addressed to the last known address of the person, firm or corporation signing such contract, determine that said improvement work or any part thereof is uncompleted and may cause to be forfeited to the County or Flood Control District, such sum of money or bonds given for the faithful performance of said work as may be necessary to complete such work.

(4) Exoneration of Improvement Security. With the exception of flood control or drainage works inspected by the Flood Control Engineer, it shall be the duty of the County Director of Transportation and Flood Control to inspect or receive certificates of completion of all improvements installed as to their compliance with this Article and County standards.

The security furnished by the subdivider may be released in the following manner:

(A) Security given for faithful performance of any act or agreement shall be released upon the performance of the act or final completion and acceptance of the required work.

(B) Security securing the payment to the contractor, subcontractors, and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part 4 of Division 3 of the California Civil Code and other acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the County Board of Supervisors, and if no such claims have been recorded, the security shall be released in full.

Such release shall not apply to any required guarantee and warranty period, nor to the amount of the security deemed necessary by the County for such guarantee and warranty period, nor to cost and reasonable expenses and fees, including reasonable attorney's fees.

(C) Maintenance security necessary for guarantee and warranty of the work for a period of one (1) year following completion and acceptance thereof against any defective work or labor completed, or defective materials furnished shall be released should no claims of such defective work be filed with the County Board of Supervisors. In the event of such defective work, the security shall be held until all work is considered satisfactory and acceptable by the County.

(5) Reimbursement for (Oversized) Supplemental Improvements. The Planning Agency may, at the request of a public agency, require that the improvements installed for the benefit of the subdivision contain supplemental size, capacity or number for the benefit of property not within the subdivision as a condition precedent to the approval of a subdivision or Parcel Map, and thereafter dedication of such improvements to the said public agency. However, the subdivider shall be reimbursed by said public agency for that portion of the cost of such improvements equal to the difference between actual cost and the amount it would have cost the subdivider to install such improvements pursuant to the provisions of the Subdivision Map Act. Standards and procedures for requiring such improvements and for reimbursement shall be contained in the operating rules and regulations of said public agencies and shall be made a public record.

Article 12. Enforcement.

Sections:

- 83.041201 Prohibition and Penalty.
- 83.041205 Remedies.

The procedures set forth in this Article shall provide for the enforcement of the State Subdivision Map Act and the provisions of this Division of the San Bernardino County Code in conjunction with those provisions specified by Division 1, Chapter 2, of this Title.

**83.041201 Prohibition and Penalty.**

This section shall provide the prohibition and penalty provisions of this Division.

(a) Prohibition on Transfers. No person shall sell, lease, or finance any parcel or portion of parcels of real property, or commence construction of any building for sale, lease or financing thereon, except for model homes, or allow occupancy thereof, for which a Final Map or Parcel Map is required by this Division and the Subdivision Map Act, until such map thereof in full compliance with the provisions of this Division has been filed for record by the County Recorder.

Conveyance of any part of a division of real property for which a Final or Parcel Map is required by this Division shall not be made by parcel or block number, initial or other designation, unless and until such map has been filed for record by the County Recorder.

(b) Prohibition on Issuance of Permits. No officer, board, commission, agency, department or special district of the County shall issue any permit or grant any approval necessary to develop any real property which has been divided, or which has resulted from a division, in violation of the provisions of this Division if it finds or is informed by the Planning Officer that development of such real property is contrary to the public health and safety. Prior to making such a finding that the development of such real property is contrary to the public health and safety, the Planning Officer shall conduct a review.

At said review, the Officer shall consider all information and evidence submitted. The decision of the Planning Officer may be appealed therefrom, within thirty (30) days, to the Planning Commission by any person aggrieved, or by an officer, board, department or agency of the County. The authority to deny such a permit or such approval shall apply whether the applicant therefore was the owner of the real property at the time of such violation, or whether the applicant therefor, if the current owner of the real property, was with or without actual or constructive

knowledge of the violation at the time of such violation, at the time of the acquisition of his interest in such real property. If any officer, board, commission, agency, department or special district of the County issues any permit or grants approval for the development of any such real property, it may request a report from the Planning Officer and impose any additional conditions as would have been applicable to the division of the property at the time the current owner of record acquired the property.

For parcels created before March 4, 1972, notice of said review shall be given, by registered mail, to the owner of such real property as shown on the latest equalized assessment roll book. Said review shall be held not less than fourteen (14) days nor more than thirty (30) days after receipt by the owner of the notice of review.

(c) Statement of Limitations. This section does not apply to any parcel or parcels of a subdivision offered for sale or lease, contract for sale or lease, or sold or leased in compliance with or exempt from any law regulating the design and improvement of subdivisions in effect at the time the subdivision was established.

(d) Penalties. Penalties shall be as specified in Division 1, Chapter 2, of this Title.

#### 83.041205 Remedies.

The following remedies are available pursuant to the provisions of this subsection.

(a) Voiding of Sale by Grantee. Any deed of conveyance, sale or contract to sell real property which has been divided, or which has resulted from a division, in violation of the provisions of this Division is voidable at the sole option of the grantee, buyer or person contracting to purchase, heirs, personal representative or trustee in insolvency or bankruptcy within one (1) year after the date of discovery of the violation of the provisions of this division; but the deed of conveyance, sale or contract to sell is binding upon any successor in interest of the grantee, buyer or person contracting to purchase, other than those above enumerated, and upon the grantor, vendor or person contracting to sell, or any assignee, heir or devisee.

(b) Superior Court Action by Grantee. Any grantee, or his successor in interest, of real property which has been divided, or which has resulted from a division, in violation of the provisions of this Division may, within one (1) year of the date of discovery of such violation bring an action in the Superior Court to recover any damages he has suffered by reason of such division of property. The action may be brought against the person who divided the property in violation of the provisions of this Division, and against any successors in interest who have actual or constructive knowledge of such a division of property.

(c) Statement of Limitations. The provisions of this section shall not apply to the conveyance of any parcel of real property identified in a Certificate of Subdivision Compliance filed pursuant to Article 9, or identified in a recorded Final Subdivision Map, Parcel Map, or Official Map and after the date of recording. The provisions of this section shall not limit or affect in any way the rights of a grantee or his successor in interest under any other provision of law.

This subsection does not bar any legal, equitable or summary remedy which any aggrieved local agency or other public agency, or any person, firm or corporation may otherwise be entitled. Any such local agency or other public agency, or such person, firm or corporation may file a suit regarding any real property attempted to be subdivided or sold, leased or financed in violation of this Division, or to restrain or enjoin any attempted or proposed subdivision or sale, lease or financing in violation of this Division, in the Superior Court of the County of San Bernardino.

(d) Request for Certificate of Subdivision Compliance. Any person owning real property may request a Certificate of Subdivision Compliance in accordance with the provisions of Article 9.

(e) Notice of Violation. Whenever the Planning Officer has knowledge that real property has been divided in violation of the provisions of this Division, then within the guidelines set forth by County Counsel, the Planning Officer shall cause to be mailed by certified mail to the then current owner of record of the property a Notice of Intention to record a Notice of Violation, describing the real property in detail, naming the owners thereof, describing the violation, and stating that an opportunity will be given to the owner to present evidence. The notice shall specify a time, date and place at which the owner may present evidence to the Planning Agency why such notice should not be recorded. The notice shall also contain a description of the violations and an explanation as to why the subject parcel is not lawful under the Subdivision (a) or (b) of Section 66412.6 of the Government Code for the State of California. Evidence shall be presented by the owner to the Planning Agency no sooner than thirty (30) days and no later than sixty (60) days from the date of mailing. If, after the owner has presented evidence, it is determined that there has been no violation, the Planning Officer shall cause to be filed for record with the County Recorder a release of the Notice of Intention to record a Notice of Violation. If, however, after the owner has presented evidence, the Planning Agency determines that the property has in fact been illegally divided, or if within fifteen (15) days of receipt of such copy the owner of such real property fails to inform the Planning Agency of his objection to recording the Notice of Violation, the Planning Agency shall cause to be filed for record with the County Recorder the Notice of Violation. The Notice of Intention to record a Notice of Violation and the Notice of Violation, when recorded, shall be deemed to be constructive notice of the violation to all successors in interest in such property. The County Recorder shall index the names of the fee owners in the general index.

**Article 13. Resident Initiated Mobilehome Park Conversion.**

**Sections:**

83.041301	Intent.
83.041305	Exclusions.
83.041310	Waiver of Tentative and Final Map Requirements.

**83.041301 Intent.**

The intent of this Article is to facilitate resident purchase of mobilehome parks. This Article allows the waiver of certain subdivision requirements and expedites local government processing for mobilehome park conversions to condominiums or stock cooperatives. Such conversions will preserve an important source of affordable housing.

For the purposes of this Article, an application for subdivision shall be considered "resident initiated" when signed by a resident organization formed by the tenants of the subject mobilehome park for the purpose of purchasing the mobilehome park. The proposed conversion shall be supported by a minimum of two-thirds ( $\frac{2}{3}$ ) of the current residents of the park. The resident organization shall have a legally binding contract, which, if the conditions of the contract are met, would result in the acquisition of an interest in the mobilehome park. A preapplication conference may be requested by the applicant(s) prior to formation of the resident organization or prior to entering into a legally binding contract provided the Planning Agency determines in writing that it is reasonable to believe that such contract may be entered into within one (1) year.

**83.041305 Exclusions.**

The provisions of this Article shall not apply to the following:

(a) The purchase of a mobilehome park by a nonprofit corporation which is subject to the provisions of Section 11010.8 of the California Business and Professions Code.

(b) Special Occupancy Parks (e.g., Recreation Vehicle Parks) as defined in Section 2008 of the Mobilehome Parks Act, Title 25 of the California State Administrative Code.

83.041310 Waiver of Tentative and Final Map Requirements.

Notwithstanding other provisions of this Division, the requirement for the filing of a Tentative Subdivision Map and the preparation, filing and recordation of a Final Map, for a mobilehome park conversion to a condominium or stock cooperative on a single parcel, may be waived by the Planning Agency provided that the following procedures are followed by a resident organization desiring to convert their park and the necessary findings are made by the Planning Agency:

(a) Preapplication conference. Prior to filing an application for mobilehome park conversion, the resident association shall have a preapplication conference with the Development Review Committee. This conference shall be scheduled in accordance with the policy established by the Board for the Housing Incentive Program. The purpose of this conference is to determine that the proposal qualifies under the provisions of this Article.

The following information shall be submitted with the application for this conference:

(1) Previously approved plot plan for the mobilehome park. If none exists, a plot plan shall be filed in accordance with the requirements established by the County reviewing authority and available at the information counter of the San Bernardino County Government Center or in regional offices of the Department of Land Management.

(2) A supplemental report to include the following information:

(A) Name of consultant(s), if any.

(B) Disclosure of all known fees and costs for the conversion process.

(C) Documentation demonstrating that two-thirds (2/3) of the residents of the mobilehome park support the proposed conversion.

(D) Declarations from those residents supporting the conversion that their principal place of residence is within the subject mobilehome park.

(E) The location of the park and results of a field inspection done by the applicant(s) or consultant regarding the status of the compliance of the park with the County health and safety standards in effect at the time the park was created. Any on-site dedications or public improvements to be required, if any, shall be identified by the committee.

(F) Proposed tentative schedules to expedite meeting and coordinating any requirements of the San Bernardino County Planning Agency and the Department of Real Estate, including but not limited to the Public Report. Such schedule shall include an outline of the permits and noticing required to allow this conversion and the estimated time at which such permits are obtained.

(G) Evidence showing that the sixty (60) day Notice of Intent to file the conversion application [as required by Subsection 66427.1(a) of the Subdivision Map Act] has been met.

(H) Initial report on the impact of the conversion on the residents of the mobilehome park. This report is needed to determine whether an impact report as required in Section 66427.4 of the Subdivision Map Act is needed. The report shall specify whether any residents of the park are to be involuntarily displaced and any proposed measures to mitigate such displacement. A resident who is offered an opportunity to remain in the park after the conversion through continuation of the tenancy at generally the same terms as existed prior to proposed conversion, shall not be considered involuntarily displaced. At the preapplication conference, the Development Review Committee shall indicate whether an impact report needs to be filed with the formal application for the conversion. If it is required, the Development Review Committee shall identify in detail any additional items to be required as mitigation measures to assist any displaced residents. No current resident shall be involuntarily displaced without proper notice, assistance or compensation, to be worked out on a case-by-case basis. Such noticing, assistance or compensation may include, but is not limited to, the following:

(I) The project shall comply with the Mobilehome Residency Law, Section 798, et. seq., of the California Civil Code.

(II) The project applicant(s) may be required to provide relocation assistance pursuant to federal, state or local laws.

(b) The Development Review Committee shall field check the park prior to the scheduled meeting. The Development Review Committee shall establish if the proposed mobilehome park conversion meets the intent and is capable of meeting the provisions of this Article. The Planning Officer shall attempt to inform the applicant(s) at the earliest opportunity if a public hearing is to be required. If the proposed mobilehome park conversion is acceptable, the Development Review Committee shall identify the information the applicant needs to file to proceed with the proposal. Such information shall include the following:

(1) Development Review Committee preapplication conference minutes. These minutes shall include the proposed tentative schedules required by Subsection 83.041310(a)(2)(F).

(2) If the parcel upon which the park lies was created prior to January 1, 1960, a Parcel Map application shall be required. Such application shall be processed concurrently with any other information filed pursuant to the preapplication conference.

(3) Mobilehome Park Conversion Impact Report, if required at the preapplication conference to meet the requirements of Section 66427.4 of the Subdivision Map Act. Such report shall be given to each resident within the mobilehome park.

(4) Mobilehome Park Plot Plan if no plot plan was previously approved.

(5) Any special information which was identified by the committee. Among such information may be information to assist in the environmental review of the proposal.

(6) Certificate of Subdivision Compliance Application.

The review and processing of any application pursuant to this section shall be subject to the same review and time requirements and appeal procedures as are provided in this Division for Tentative Subdivision Maps. In any case where waiver

of the Tentative and Final Map is granted, the Planning Officer shall cause to be filed for record with the County Recorder a Certificate of Subdivision Compliance pursuant to Article 9 of this Division. The Planning Officer may require a public hearing pursuant to the provisions of Subsection 83.040220(b) of this Code. Should a public hearing be required, the noticing provisions of Section 66451.3 of the Subdivision Map Act shall be met.

(c) Findings of Approval. A mobilehome park conversion shall be approved or conditionally approved only if the following are found and justified as being true:

(1) The mobilehome park complies with the requirements established by State law and County Ordinance for such uses at the time the mobilehome park was constructed. Such regulations shall include those regarding to area, improvement and design, flood water drainage control, public roads, sanitary disposal facilities, water supply and distribution systems, environmental protection and other requirements of the Subdivision Map Act or this Division.

(2) Any measures necessary to mitigate the impact of the conversion on current residents of the park have been required as conditions of approval.

(3) Applicable noticing requirements of the Subdivision Map Act have been, or will be, met.

(d) Conditions of Approval. The following conditions may be required by the Planning Agency as conditions of approval for the proposed conversion.

(1) Subdivisions permitted by this Article may include conditions requiring a Compliance Survey inspection to the satisfaction of the Planning Agency. However, such survey shall be limited to require improvements relating only to items of a health and safety nature.

(2) The mobilehome condominiums or stock cooperatives shall be subject to Title 25 of the California State Administrative Code.

(3) Only additional on-site improvements or development standards which were applicable at the time the mobilehome park was originally developed may be required.

(4) Off-site public improvements for qualifying mobilehome parks shall be waived, except as follows:

(A) Any off-site improvements shall be financed with appropriate assessment bonds.

(B) The Certificate of Subdivision Compliance shall not be delayed or contingent upon completion of the off-site improvements.

(5) Any requirements and/or documents required by the State Common Interest Development Act, Title 6 (commencing with Section 1350), Part 4, Division 2 of the California Civil Code.

(6) Conditions of approval necessary to ensure any noticing requirements that are required by Section 66427.1 of the Subdivision Map Act are met.

(7) Any plan or document required to be submitted to the Department of Real Estate shall be reviewed for consistency with the approved project and plot plan. Such plan shall reference the "waiver" notice requirement in Condition Number eight (8) below, to the satisfaction of the Planning Officer.

(8) Notice shall be placed on the Certificate of Subdivision Compliance that standard subdivision requirements for the creation of condominiums/stock

cooperatives have been waived by the County of San Bernardino and only conditions applicable to the original development of the mobilehome park have been required.

(9) The applicant(s) shall comply with the indemnification requirements of Section 81.0150 of this Code.

(10) The Planning Agency may impose any conditions of approval to assure any appropriate measures for relocation assistance are implemented.

(e) Any conditions of approval required pursuant to this Article shall be drafted in such a way so as to expedite the conversion process. No mobilehome shall be required to be placed on permanent foundations as a result of the conditional approval.

DIVISION 4. LAND USES

Chapters:

- 1. General Provisions
- 2. Land Use Classifications
- 3. Land Use Districts
- 4. Additional Uses
- 5. Accessory Uses
- 6. Special Uses
- 7. Temporary Uses
- 8. Nonconforming

Chapter 1

GENERAL PROVISIONS

Sections:

- 84.0101 Intent.
- 84.0105 General Use Provisions.
- 84.0110 Official Land Use Plan.
- 84.0115 Land Use District Boundaries.
- 84.0120 District Boundaries Uncertainties.
- 84.0125 Land Use District Map Amendment.

84.0101 Intent.

This Division provides land use regulations as part of the Official Land Use Plan of the County of San Bernardino for the unincorporated area in said County.

84.0105 General Use Provisions.

Except as otherwise provided in the Development Code, when a building, structure or land use is within the unincorporated portion of the County the following shall apply:

(a) Buildings or structures shall be erected, reconstructed, structurally altered, enlarged, moved and/or maintained only for those land uses allowed by and in compliance with the provisions of the Development Code.

(b) Land uses, buildings or structures shall only be designed, occupied, and used for those land uses allowed by and in compliance with the provisions of the Development Code.

(c) Structures, buildings and land uses shall be permitted only after applying for and securing all permits and licenses required by all laws and ordinances. The Development Code specifies regulations and additional land uses which apply to all unincorporated areas. If other provisions of the Development Code and an applicable

land use district are in conflict, the more stringent provision shall prevail, unless such provision is specifically addressed and is modified by a less stringent provision.

**84.0110 Official Land Use Plan.**

The land use district maps showing the Official Land Use Plan, classifications and boundaries of land use districts and all notations, references and other information shown thereon, after final adoption in the manner required by law, shall thereafter be as much a part of the Development Code as if all the matters and information set forth by said maps were fully described herein.

**84.0115 Land Use District Boundaries.**

The boundaries of such districts as shown on any sectional land use district map adopted by the Development Code and General Plan or amendment thereto are hereby adopted and approved. The regulations of the Development Code governing the uses of land, buildings, structures, the height of buildings and structures, the sizes of yards about buildings and structures and other matters as hereinafter set forth, are hereby established and declared to be in effect upon all land included within the boundaries of each and every district shown upon the Land Use Map.

(a) The boundaries of established districts are shown and delineated on the land use district maps entitled "Official Land Use Plan" as amended and as certified by the Clerk of the Board and on file with the Department of Land Management, which are hereby adopted as the Official Land Use Plan of San Bernardino County.

(b) Changes, additions, and amendments to the Official Land Use Plan shall be determined and defined from time to time by ordinance adopting sectional Land Use District Maps covering portions of San Bernardino County, each of which shall become, upon final adoption and certification by the Clerk of the Board, a part of the Official Land Use Plan for the County.

(c) Unless otherwise noted, land use district boundaries shall extend to street right-of-way centerlines.

**84.0120 District Boundary Uncertainties.**

Where uncertainty exists as to the boundaries of any districts shown on the land use district maps, the following rules shall apply:

(a) Where such boundaries are indicated as approximately following street and alley lines or lot lines, such lines shall be construed to be such boundaries.

(b) In unsubdivided property and where a district boundary divides a lot, the locations of such boundaries, unless indicated by dimensions, shall be determined by use of the scale appearing on the map.

(c) Where any uncertainty exists, the Planning Commission shall determine the location of boundaries.

(d) Where a public street or alley is officially vacated or abandoned, the regulations applicable to the property to which it reverts shall apply to such vacated or abandoned street or alley.

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Shane R. Stueckle, Deputy Town Manager  
**Date:** August 1, 2013  
**For Council Meeting:** August 6, 2013

**Subject:** Contract Facility/Park Maintenance Services  
Desert Arc  
Authorization for Contract Services

**Prior Council Review:** There has been no prior review of this matter.

**Recommendation:** That the Town Council authorizes the Town Manager to enter into a professional services agreement with Desert Arc, with a maximum annual contract value of \$49,140, based upon organizational need and efficiency, and to return to the Town Council at Mid-Year Budget Review for program evaluation.

**Executive Summary:** The Town contracts for services in a number of different areas. Contract services can provide not only cost savings, but flexibility in program implementation and in the services that the Town provides. Structured levels of facility and park maintenance are common contract municipal services.

**Order of Procedure:**

- Request Staff Report
- Request Public Comment
- Council Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

**Discussion:** Adoption of the FY 2013/2014 Budget included personnel changes in Park and Facility Maintenance. With the existing vacancy in Street Maintenance, one full-time benefited Park Maintenance position was eliminated, and that individual was reassigned to Street Maintenance. Facility Maintenance is assuming a number of the maintenance functions previously allocated to Parks, and funding for three part-time, non-benefited Facility Maintenance positions were included in the FY 2013/2014 adopted budget. Human resources conducted open recruitments to fill the positions. After evaluating the applicants for the positions, Town staff was not confident that these positions could be adequately filled to maintain quality service for the community.

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Reviewed By:



\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mgmt Services

\_\_\_\_\_  
Dept Head

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<input checked="" type="checkbox"/> Department Report	<input type="checkbox"/> Ordinance Action	<input type="checkbox"/> Resolution Action	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Consent	<input type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

As the overall park maintenance program is occurring incrementally during the current fiscal year, staff has continued to evaluate alternative means of meeting maintenance needs. Town staff examined options for contracting out the park maintenance services.

Desert Arc provides contract services to both public agencies and private organizations. The Town has prior contract experience with Desert Arc (Hi Desert Industries at that time) who performed contract services in both park and facility maintenance during the late 1990s and early 2000s. Town staff and representatives from Desert Arc field reviewed all sites, reviewed alternative scopes for daily maintenance needs, and developed the attached maintenance specifications.

Town staff requested a bid for services from Desert Arc. After comparison of the costs to staff internally vs the costs to contract, staff is recommending that the Town contract with Desert Arc. Since the contract amount exceeds the authority of the Town Manager, under provisions of the Town's Municipal Code (3.12.100(d)), staff is recommending that Town Council authorize the execution of the contract.

As the park maintenance program continues to move forward, staff will monitor overall program progress and make any necessary program modification recommendations to the Town Council at Mid-Year Budget Review.

**Alternatives:** Do not authorize the Town Manager to enter into the Agreement.

**Fiscal impact:** The recommended action would result in a maximum annual contract value of \$49,140. The estimated annual in-house approach, through part time non-benefited employees, plus supplies, is estimated at approximately \$47,000 annually. This does not include supervision time and associated costs from the Facility Maintenance Supervisor, Human Resource costs for recruiting or managing personnel matters, payroll time and expenses, and all other support, management and oversight that is required for Town employees. Therefore this approach will result in additional savings beyond those identified in the adopted FY 2013/2014 Budget.

**Attachments:** Desert Arc Scope

Proposal Specifications – Town of Yucca Valley Parks Maintenance

Park Name	Description	Tasks	Frequency	Special Considerations and Other Requirements	Cost per month*
Community Center	Maintenance of outside grounds of Community Center, Town Hall, Senior Center, Library, Museum & 1 outdoor restroom (men's & women's by soccer/softball fields. Include all parking lot & sidewalk areas.	Clean and stock (toilet paper, etc.) outdoor restrooms by the soccer/softball fields, empty trash cans several locations on the site; pick up wind-blown trash, blow off hardscape, i.e.; sidewalks around Town Hall, Community Center Building, Senior Center Building. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	June-August restrooms to be cleaned twice daily. Once in AM and second time mid-afternoon near end of shift.	* \$4,095/per month to include all 7 locations. Pending 2 other locations.
Machris Park: Santa Barbara at Carmelita Circle	Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's & women's). Including playground & sidewalks down to shade shelter.	Clean and stock (toilet paper, etc.) outdoor restrooms by the parking lot, empty trash cans, pick up wind-blown trash; blow off hardscape, i.e. sidewalks from the parking lot to the restroom building, playground area, and down to the shade shelter. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	No wipe down required of children's play equipment or tables.	*
Essig Park: Joshua Lane and Warren Vista	Maintenance of outside grounds to include: parking lot adjacent to dog park. 1 outdoor restroom (men's & women's). Including playground area, shade shelter & all sidewalk areas.	Clean and stock (toilet paper, etc.) restrooms up to the Dog Park; empty trash cans, pick up wind-blown trash, blow off hardscape; i.e. sidewalks from parking lot to Dog Park, restroom building, shade shelter and playground area. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.	5 days a week- Monday Thru Friday	No wipe down required of children's play equipment. No maintenance of dog park.	*

Proposal Specifications – Town of Yucca Valley Parks Maintenance

<p><b>Paradise Park: Indio and Barron</b></p>	<p>Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's &amp; women's). Including playground &amp; sidewalks down to shade shelter.</p>	<p>Clean and stock restrooms by the parking lot; empty trash cans, pick up wind-blown trash, blow off hardscape, i.e.: sidewalks from parking lot to shade structure and playground equipment. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.</p>	<p>5 days a week- Monday Thru Friday</p>	<p>No special needs</p>	<p>*</p>
<p><b>Jacobs Park: Onaga at Hopi</b></p>	<p>Maintenance of outside grounds to include: parking lot, 1 outdoor restroom (men's &amp; women's). Including playground, basketball courts. All sidewalks.</p>	<p>Clean and stock restrooms by the parking lot; empty trash cans, pick up wind-blown trash, blow off hardscape, i.e.: sidewalks from parking lot to basketball court, tennis courts and playground equipment; one restroom building with separate men's and women's. Restock trash cans with new trash can liners. One restroom building with separate men's and women's.</p>	<p>5 days a week- Monday Thru Friday</p>	<p>Include Basketball courts. No tennis court courts</p>	<p>*</p>
<p><b>Park &amp; Ride: SR 62 @ Kickapoo</b></p>	<p>Maintenance of outside grounds to include: hardscape and shade shelter.</p>	<p>Empty trash cans, replace trash can liners, pick up wind-blown trash, and blow off hardscape around shade shelter.</p>	<p>5 days a week- Monday Thru Friday</p>	<p>No Restrooms</p>	<p>*</p>
<p><b>Remembrance Park: SR 62 @ Yucca Trail west of Acoma</b></p>	<p>Maintenance of outside grounds to include: hardscape.</p>	<p>Empty trash cans, replace trash can liners, pick up wind-blown trash, and blow off hardscape.</p>	<p>5 days a week- Monday Thru Friday</p>	<p>No Restrooms</p>	<p>*</p>
<p><b>*Contract may include Brehm 1 (soccer field area) &amp; Brehm 2 (Miracle Field)</b></p>	<p>Maintenance of outside grounds to include: hardscape-Restrooms</p>	<p>Empty trash cans, replace trashcan liners, pick up wind-blown trash, and blow off hardscape.</p>	<p>5 days a week- Monday Thru Friday</p>	<p>Restrooms Included</p>	

Proposal Specifications – Town of Yucca Valley Parks Maintenance

Scope of Services			
Service	Includes	Notes	Monthly Fee
<p>5 days per week. Maintenance of 6 parks and 1 Community Center to include: Community Center, Town Hall, Senior Center, Museum, Library and parking areas.</p> <p>*Contract may include Brehm 1 (soccer field area) &amp; Brehm 2 (Miracle Field)</p>	<p>Trash pickup. Empty trash cans/insert new liners. Restroom cleaning and restocking. (Except where noted) Cleaning and removing trash from parking lots Blow off hardscapes.</p>		<p>\$4,095 per month includes one (1) full-time mobile Enclave, 5:30AM-11:30PM, 3 Desert Arc Clients 1 Desert Arc Job Coach, transportation, insurance, supervision.</p>
<p>*Per month is 20 days for 5 day frequency.</p>			<p><b>\$4,095 Per Month</b></p>



Shane Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

July 10, 2013

Re: Enclave Proposal for Town of Yucca Valley Parks Maintenance

Dear Mr. Stueckle,

Thank you so much for the opportunity to bid on providing parks maintenance services to the Town of Yucca Valley.

Desert Arc provides services including transportation and supported employment to over 600 developmentally disabled adults in the Coachella Valley.

When assembling our work team for your project. We will use one (1) full-time work team, or "Enclave" to perform this work.

Please see the attached documents including the Bid Proposal and Job Specifications.

Contact us if you need any additions or changes.

Kellie Kennedy  
Contracts Procurement & Employment Specialist  
Desert Arc  
(760) 346-1611 ext. 402

**Service Proposal  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
July 10, 2013**

In consideration of this agreement, the terms and conditions are as follows:

**The Town of Yucca Valley agrees to:**

1. Provide direction as needed to the assigned Desert Arc Job Coach (s).
2. Provide all paper goods and cleaning products.
3. Provide a five (5) day work week, hours 5:30AM-11:30PM (flexible schedule) and provide appropriate break periods including one half-hour break for lunch.
4. Provide access to lavatories and break areas.
5. Honor the Desert Arc holiday schedule (see attached).
6. Payable net thirty (30) days upon Desert Arc invoice date. All payments are to be made to: Desert Arc.
7. A baseline monthly fee of \$4,095, starting date August 1, 2013.

**Desert Arc agrees to:**

1. Maintain a work-training program with a minimum of three (3) Desert Arc Clients and one (1) Job Coach.
2. Take all necessary precautions to minimize loss of company product and time.
3. Provide transportation for Desert Arc Clients and Job Coach.
4. Be liable for all wages, fringe benefits, insurance and taxes payable to the program participants and Job Coach (s) or otherwise due, because of their participation in this program. A current certificate of insurance will be provided as proof that Desert Arc maintains full Worker's Compensation insurance coverage for all persons it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the state of California.
5. The provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Desert Arc will comply with such provisions before commencing and during the ongoing performance of the work of this agreement.
6. General Insurance Requirements: all insurance required by express provision of this agreement shall be carried only in responsible insurance companies licensed to do business in the state of California. Except for Worker's Compensation, the policies required shall name as additionally insured: the Town of Yucca Valley, its elected officials, officers, employees, attorneys, volunteers, and agents. All policies shall contain language, to the extent obtainable; to the effect (a), the insurer waives the

**Service Proposal  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284  
July 10, 2013**

right of subrogation against the Town of Yucca Valley, and its elected officials, officers, employees, attorneys, volunteers, and agents. (b) The policies are primary and noncontributing with any insurance that may be carried by the Town of Yucca Valley, and (c) they cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the Town of Yucca Valley by certified mail. Desert Arc shall furnish the Town of Yucca Valley with copies of all such policies promptly upon receipt of them, or certificate evidencing of insurance. Desert Arc may effect for its own account insurance not required under this agreement.

7. Indemnification: Desert Arc shall defend, indemnify, and save harmless the Town of Yucca Valley, its elected officials, officers, employees, attorneys, volunteers, and agents from all liability from loss, damage, or injury to person or property, including the payment by Desert Arc of any and all legal costs and attorneys' fees, in any matter arising out of any negligent or intentional or willful acts or omissions of Desert Arc in the performance of this agreement, including, but not limited to, all consequential damages to the maximum extent permitted by law.

Either party for change or cancellation of this agreement will accept a thirty-day (30) written notice.

The foregoing agreement, along with the attached holiday schedule is satisfactory to the undersigned:

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Mr. Shane Stueckle  
Deputy Town Manager  
Town of Yucca Valley  
57090 Twentynine Palms Highway  
Yucca Valley, CA 92284

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Mr. Richard Balocco  
Executive Director  
Desert Arc  
73-255 Country Club Drive  
Palm Desert, CA 92260

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Date

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Date

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Debra Breidenbach-Sterling, Human Resources Manager  
Mark Nuaimi, Town Manager  
**Date:** August 1, 2013  
**For Council Meeting:** August 6, 2013  
**Subject:** Town Council Compensation Review

**Prior Council Review:** None

**Recommendation:** Receive update and provide direction to staff on possible action concerning adjustment to Town Council compensation.

**Summary:** During development of the FY 13/14 Budget, the Town Council was encouraged by a local citizens' group to reduce/eliminate the benefits / compensation provided to Town Council members as part of a series of cost-cutting recommendations. Attorney General Opinion AG 97-103 clearly states that adjustments to councilmember salary or benefits may not occur during the current term of office for elected officials. Staff was directed to bring the matter back for policy consideration once analysis was completed.

**Order of Procedure:**

- Department Report**
- Request Staff Report
- Request Public Comment
- Council Questions of Staff
- Council Discussion
- Motion/Second
- Discussion on Motion
- Call the Question (Voice vote)

**Discussion:** Chapter 2.05 of the Town's Municipal Code includes provisions for:

- "the amount of compensation to be paid to each member of the town council shall be the sum of four hundred eighty eight dollars sixty three cents (\$488.63), in accordance with California Government Code section 36516."
- "Members of the town council are entitled to those same benefits that are available, and paid by the town, for its employees in accordance with California Government Code section 36516(d)."

Reviewed By:

  
Town Manager

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Mgmt Services

\_\_\_\_\_  
Dept Head

Department Report

Ordinance Action

Resolution Action

Public Hearing

Consent

Minute Action

Receive and File

Study Session

Currently, all employees of the Town of Yucca Valley receive the same health and retirement benefits package. As of July 2011, the benefit cap provided is \$1,050 per month. Benefit cost above this allowance is covered by the employee. Allowance in excess of benefit cost is available to the employee as deferred compensation up to 50% of the excess allowance.

Prior to 2011, the benefit cap provided to Town staff (and council) was \$756 per month and 100% of the excess allowance was available to the employee as deferred compensation. Therefore, the total cost of Town Council benefits was reduced with the benefits adjustments of 2011.

The table on the following page summarizes the costs of Town Council compensation:

- Regular Pay (Salary) – per the municipal code, Town Council members receive a monthly salary of \$488.63 (\$5,863.56 annually);
- Defined Benefit Plan (PERS) – as Town employees, Town Councilmembers are also enrolled in the PERS retirement program. The Town costs vary depending upon the retirement benefit tier;
- Cafeteria Benefits Allowance – all Town employees receive a monthly allowance of \$1,050 that can be used for:
  - Purchase of medical & dental benefits
  - Payment of Employee share of PERS retirement
  - Roll-over to deferred compensation (50% of Benefit Allowance balance)

Depending upon the benefits utilized by council members, the costs to the Town vary. Further, Councilmembers always have the option to decline the provision of benefits, and/or reimburse municipalities for any or all of the compensation received.

During the budget development for FY 13/14, there was testimony provided to Town Council from the local citizen's group that City Councils across the state were eliminating their benefits. Some in the group declared that that few cities offered benefits to their elected officials.

The State Controller's office has established a web portal to report government agency compensation for all employees, including elected officials. This website can be found at <http://publicpay.ca.gov>. An examination of this site reveals that out of the twenty-four cities in San Bernardino County, only the cities of Yucaipa, Needles & Highland show no council benefits being reported. Further examination of city budgets demonstrate that Highland does in fact offer a cafeteria style benefit similar to the Town's.

The website also includes reporting for Counties, Community College & Special Districts. A number of the local districts also provide salary and benefits to their elected officials. Attached to this report is a recap of the various cities and special districts within the county for comparative purposes.

Councilmember	Regular Pay (Salary)		Defined Benefit Plan (PERS)		Benefits Allowance Monthly	Medical Benefits Purchased	PERS Employee Share	Benefit Allowance Balance	Monthly Amount paid deferred comp*	Annual cost	Salary & Benefits Total Annual Cost
	Monthly	Annual cost	Monthly	Annual cost							
M. Abel	\$ 488.63	\$ 5,863.56	\$ 95.33	\$ 1,143.96	\$ 1,050.00	\$ -	\$ 39.09	\$ 1,010.91	\$ 505.45	\$ 6,534.48	\$ 13,542.00
G. Huntington	\$ 488.63	\$ 5,863.56	\$ 95.33	\$ 1,143.96	\$ 1,050.00	\$ 100.22	\$ 39.09	\$ 910.69	\$ 455.34	\$ 7,135.80	\$ 14,143.32
R. Leone	\$ 488.63	\$ 5,863.56	\$ 95.33	\$ 1,143.96	\$ 1,050.00	\$ -	\$ 39.09	\$ 1,010.91	\$ 505.45	\$ 6,534.48	\$ 13,542.00
R. Lombardo	\$ 488.63	\$ 5,863.56	\$ 39.33	\$ 471.96	\$ 1,050.00	\$ 877.21	\$ 34.20	\$ 138.59	\$ 69.29	\$ 11,768.40	\$ 18,103.92
D. Rowe	\$ 488.63	\$ 5,863.56	\$ 95.33	\$ 1,143.96	\$ 1,050.00	\$ -	\$ 39.09	\$ 1,010.91	Opted out	\$ 469.08	\$ 7,476.60
	\$ 2,443.15	\$ 29,317.80	\$ 420.65	\$ 5,047.80		\$ 977.43	\$ 190.56		\$ 1,535.53	\$ 32,442.24	

Based on the review of the like cities and special districts within the County, the compensation and benefits provided to council per the current policy are reasonable. The provision of benefits helps ensure that those members of the community who wish to run for public office are not discouraged by the potential lack of health care coverage, and assists in developing the broadest pool of candidates for public service.

While Council can consider amending the compensation levels for elected officials, the state Attorney General has opined in Opinion No. 97-103 that **any change (increase or decrease)** does not take effect during the term of current elected officials. Therefore, any changes in compensation or elimination of benefits to Council members would not take effect until each individual council seat goes through an election (Nov 2014 – Abel, Leone, & Rowe; Nov 2016 – Huntington & Lombardo). In that same opinion, the AG also offered that individual council members can opt to not receive benefits or compensation.

**Alternatives:** Receive & File; Direct Staff to Amend Council Compensation / Benefits

**Fiscal impact:** None for the current fiscal year. Any changes would take effect after the next two election cycles in 2017

**Attachments:**

Attorney General Opinion 97-103

Agency Compensation Summaries for:

**Cities:** Adelanto, Apple Valley, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Twentynine Palms, Desert Hot Springs

**Districts:** Copper Mountain Community College District, Hi-Desert Water District, Joshua Basin Water District, Mojave Water Agency, Bighorn-Desert View Water Agency

# City Council

Department: City Council

Entity: City of Adelanto

County: San Bernardino

Year: 2011

**\$16,992** total wages

<b>\$6,792</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,200</b>
regular pay	overtime pay	lump sum pay	other pay
<b>\$0 – \$6,792</b> regular pay range for classification			

**\$10,200** total retirement & health cost

<b>\$0</b>	<b>\$0</b>	<b>\$10,200</b>	<b>\$0</b>
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
<b>0</b> applicable defined benefit pension formula			

For more information go to [www.ci.adelanto.ca.us](http://www.ci.adelanto.ca.us)

Last Updated: 12/17/2012

## Other Positions in this Department

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Filler by:	Total Wages	Min	Max	Apply	Reset Search Table	Find	Next
Position	Department	Total Wages	Total Retirement & Health Cost				
<u>City Council</u>	<u>City Council</u>	<b>\$16,992</b>	<b>\$10,200</b>				
<u>Mayor</u>	<u>City Council</u>	<b>\$16,963</b>	<b>\$10,200</b>				
<u>City Council</u>	<u>City Council</u>	<b>\$16,447</b>	<b>\$9,915</b>				
<u>City Council</u>	<u>City Council</u>	<b>\$16,035</b>	<b>\$10,200</b>				
<u>City Council</u>	<u>City Council</u>	<b>\$8,328</b>	<b>\$10,200</b>				

# Council Member

Department: Town Council  
 Entity: City of Apple Valley  
 County: San Bernardino  
 Year: 2011

**\$9,201** total wages

<b>\$8,236</b> regular pay	<b>\$0</b> overtime pay	<b>\$0</b> lump sum pay	<b>\$965</b> other pay
<b>\$9,732 – \$9,732</b> regular pay range for classification			

**\$12,584** total retirement & health cost

<b>\$1,562</b> defined benefit plan	<b>\$826</b> employee's ret. cost covered	<b>\$0</b> deferred compensation	<b>\$10,196</b> health/dental/vision contribution
<b>2.7 @ 55</b> applicable defined benefit pension formula			

For more information go to [www.applevalley.org](http://www.applevalley.org)

Last Updated: 12/17/2012

## Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next	Department	Total Wages	Total Retirement & Health Cost
									Town Council	\$10,907	\$2,440
									Town Council	\$10,822	\$7,271
									Town Council	\$10,822	\$2,419
									Town Council	\$10,257	\$2,280
									Town Council	\$9,201	\$12,584

# Council Member

Department: City Council

Entity: City of Barstow

County: San Bernardino

Year: 2011

## \$13,043 total wages

\$6,053 regular pay	\$0 overtime pay	\$0 lump sum pay	\$6,990 other pay
\$6,053 – \$6,053 regular pay range for classification			

## \$3,702 total retirement & health cost

\$0 defined benefit plan	\$476 employee's ret. cost covered	\$0 deferred compensation	\$3,226 health/dental/vision contribution
2.7% @ 55 applicable defined benefit pension formula			

For more information go to [www.barstowca.org](http://www.barstowca.org)

Last Updated: 12/17/2012

### Other Positions in this Department

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Filter by:	Total Wages	Min	Max	Apply	Reset	Search in table:	Find	Next	
Position	Department	Total Wages	Total Retirement & Health Cost						
<u>Council Member</u>	<u>City Council</u>	\$13,043	\$3,702						
<u>Council Member</u>	<u>City Council</u>	\$12,893	\$3,754						
<u>Council Member</u>	<u>City Council</u>	\$12,863	\$3,754						
<u>Council Member</u>	<u>City Council</u>	\$12,368	-						
<u>Council Member</u>	<u>City Council</u>	\$12,308	-						

# City Council Mayor/ Improvement Agency Member

Department: City Council  
 Entity: City of Big Bear Lake  
 County: San Bernardino  
 Year: 2011

**\$5,430** total wages

\$3,600	\$0	\$0	\$1,830
regular pay	overtime pay	lump sum pay	other pay
\$4,800 – \$5,580 regular pay range for classification			

**\$12,388** total retirement & health cost

\$0	\$0	\$90	\$12,298
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
N/A applicable defined benefit pension formula			

For more information go to [www.citybigbearlake.com](http://www.citybigbearlake.com)

Last Updated: 12/17/2012

## Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next	
Position	Department	Total Wages	Total Retirement & Health Cost						
<u>City Council Mayor/ Improvement Agency Member</u>	<u>City Council</u>	\$5,430	\$12,388						
<u>City Council/ Improvement Agency Member</u>	<u>City Council</u>	\$4,920	\$7,558						
<u>City Council/ Improvement Agency Member</u>	<u>City Council</u>	\$4,920	\$1,636						
<u>City Council/ Improvement Agency Member</u>	<u>City Council</u>	\$3,318	\$15,686						
<u>City Council/ Improvement Agency Member</u>	<u>City Council</u>	\$1,018	\$15,689						

# Council Members

Department: Administration

Entity: City of Chino

County: San Bernardino

Year: 2011

**\$28,970** total wages

\$15,372	\$0	\$0	\$13,598
regular pay	overtime pay	lump sum pay	other pay
\$15,372 – \$15,372 regular pay range for classification			

**\$26,543** total retirement & health cost

\$2,078	\$1,088	\$9,962	\$13,415
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
2.7% @ 55 applicable defined benefit pension formula			

For more information go to <http://www.cityofchino.org/index.aspx?page=41>

Last Updated: 1/3/2013

## Other Positions in this Department

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Filter by:	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next
Position	Department	Total Wages	Total Retirement & Health Cost					
<u>City Manager</u>	<u>Administration</u>	\$262,879	\$69,123					
<u>Assistant City Manager</u>	<u>Administration</u>	\$181,819	\$53,612					
<u>City Attorney</u>	<u>Administration</u>	\$174,000	\$57,983					

# City Council

Department: City Council Member

Entity: City of Chino Hills

County: San Bernardino

Year: **2011**

## \$24,910 total wages

\$7,548 regular pay	\$0 overtime pay	\$0 lump sum pay	\$17,362 other pay
\$7,938 — \$7,938 regular pay range for classification			

## \$8,767 total retirement & health cost

\$5,253 defined benefit plan	\$3,179 employee's ret. cost covered	\$0 deferred compensation	\$335 health/dental/vision contribution
2% @ 55 applicable defined benefit pension formula			

For more information go to [www.chinohills.org](http://www.chinohills.org)

Last Updated: 1/18/2013

### Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next	Department	Total Wages	Total Retirement & Health Cost
<u>City Council</u>	\$24,910								<u>City Council Member</u>	\$24,910	\$8,767
<u>City Council</u>	\$24,796								<u>City Council Member</u>	\$24,796	\$8,767
<u>City Council</u>	\$24,287								<u>City Council Member</u>	\$24,287	\$9,617
<u>City Council</u>	\$24,197								<u>City Council Member</u>	\$24,197	\$8,632
<u>City Council</u>	\$20,934								<u>City Council Member</u>	\$20,934	\$8,320

# Council Member

Department: City Council & Mayor

Entity: City of Colton

County: San Bernardino

Year: 2011

**\$20,550** total wages

\$15,390 regular pay	\$0 overtime pay	\$0 lump sum pay	\$5,160 other pay
\$5,280 – \$5,280 regular pay range for classification			

**\$12,446** total retirement & health cost

\$509 defined benefit plan	\$57 employee's ret. cost covered	\$0 deferred compensation	\$11,880 health/dental/vision contribution
2.7% at 55 applicable defined benefit pension formula			

For more information go to [www.ci.colton.ca.us/HR.html](http://www.ci.colton.ca.us/HR.html)

Last Updated: 12/17/2012

## Other Positions in this Department

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Jobby	Total Wages	Min	Max	Apply	Reset	Searchable:	Position	Department	Total Wages	Total Retirement & Health Cost
						P		City Council & Mayor	\$71,607	\$18,809
								City Council & Mayor	\$46,304	\$16,989
								City Council & Mayor	\$20,550	\$12,446
								City Council & Mayor	\$20,550	\$8,910
								City Council & Mayor	\$20,520	\$12,446

# Mayor

Department: Council  
 Entity: City of Fontana  
 County: San Bernardino  
 Year: 2011

**\$21,890** total wages

\$20,040	\$0	\$0	\$1,850
regular pay	overtime pay	lump sum pay	other pay
N/A – N/A regular pay range for classification			

**\$13,766** total retirement & health cost

\$0	\$0	\$0	\$13,766
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
N/A applicable defined benefit pension formula			

For more information go to <http://www.fontana.org/jobs.aspx>

Last Updated: 12/17/2012

## Other Positions in this Department

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Filter by:	Min	Max	Apply	Reset	Search in table	Find	Next
Position	Department		Total Wages	Total Retirement & Health Cost			
<u>Council Member</u>	<u>Council</u>		\$25,060	\$123			
<u>Council Member</u>	<u>Council</u>		\$25,060	\$123			
<u>Mayor</u>	<u>Council</u>		\$21,890	\$13,766			
<u>Council Member</u>	<u>Council</u>		\$15,801	\$12,784			
<u>Council Member</u>	<u>Council</u>		\$15,394	\$19,569			

# Council Member

Department: City Council  
 Entity: City of Grand Terrace  
 County: San Bernardino  
 Year: 2011

**\$6,944** total wages

\$0	\$0	\$0	<b>\$6,944</b>
regular pay	overtime pay	lump sum pay	other pay
N/A – N/A regular pay range for classification			

**\$4,741** total retirement & health cost

\$0	\$0	\$0	<b>\$4,741</b>
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/visitor contribution
N/A applicable defined benefit pension formula			

For more information go to <http://www.cityofgrandterrace.org>

Last Updated: 12/17/2012

## Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply / Reset	Search	Full	New
Position	Total Wages	Department		Total Retirement & Health Cost			
<u>Council Member</u>	<b>\$6,944</b>	City Council		<b>\$4,741</b>			
<u>Council Member</u>	<b>\$6,720</b>	City Council		<b>\$3,804</b>			
<u>Council Member</u>	<b>\$6,720</b>	City Council		--			
<u>Council Member</u>	<b>\$6,690</b>	City Council		<b>\$4,980</b>			
<u>Council Member</u>	<b>\$6,398</b>	City Council		<b>\$2,240</b>			

# Council Member

Department: [City Council/City Council/General](#)

Entity: [City of Hesperia](#)

County: [San Bernardino](#)

Year: 2011

## \$20,281 total wages

\$8,150 regular pay	\$0 overtime pay	\$7,331 lump sum pay	\$4,800 other pay
\$9,000 – \$9,000 regular pay range for classification			

## \$7,980 total retirement & health cost

\$0 defined benefit plan	\$0 employee's ret. cost covered	\$0 deferred compensation	\$7,980 health/dental/vision contribution
N/A applicable defined benefit pension formula			

For more information go to [www.cityofhesperia.us/index.aspx?nid=262](http://www.cityofhesperia.us/index.aspx?nid=262)

Last Updated: 12/17/2012

### Other Positions in this Department

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Filter by: Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next
Position	Department	Total Wages	Total Retirement & Health Cost				
<a href="#">Council Member</a>	<a href="#">City Council/City Council/General</a>	\$20,281	\$7,980				
<a href="#">Council Member</a>	<a href="#">City Council/City Council/General</a>	\$19,853	\$7,980				
<a href="#">Council Member</a>	<a href="#">City Council/City Council/General</a>	\$19,784	\$7,980				
<a href="#">Council Member</a>	<a href="#">City Council/City Council/General</a>	\$19,632	\$7,980				
<a href="#">Council Member</a>	<a href="#">City Council/City Council/General</a>	\$8,768	\$9,420				

# Councilmember

Department: City Council  
 Entity: City of Highland  
 County: San Bernardino  
 Year: 2011

**\$18,058** total wages

<b>\$18,058</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
regular pay	overtime pay	lump sum pay	other pay
<b>\$7,848 – \$7,848</b> regular pay range for classification			

**\$0** total retirement & health cost

<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
N/A applicable defined benefit pension formula			

For more information go to <http://www.cityofhighland.org/employment/>

Last Updated: 12/17/2012

## Other Positions in this Department

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Click by	Total Wages	Min	Max	Apply	Reset Search Criteria	Find	Next
Position	Department	Total Wages	Total Retirement & Health Cost				
<u>Councilmember</u>	<u>City Council</u>	<b>\$18,058</b>	-				
<u>Councilmember</u>	<u>City Council</u>	<b>\$18,058</b>	-				
<u>Councilmember</u>	<u>City Council</u>	<b>\$18,058</b>	-				
<u>Councilmember</u>	<u>City Council</u>	<b>\$18,058</b>	-				
<u>Councilmember</u>	<u>City Council</u>	<b>\$16,519</b>	<b>\$1,539</b>				

# City Council Member

Department: City Council

Entity: City of Twentynine Palms

County: San Bernardino

Year: **2011**

## \$6,026 total wages

<b>\$6,026</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
regular pay	overtime pay	lump sum pay	other pay
<b>\$5,580 – \$5,580</b> regular pay range for classification			

## \$7,293 total retirement & health cost

<b>\$0</b>	<b>\$446</b>	<b>\$0</b>	<b>\$6,847</b>
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
<b>2.5 % @ 55</b> applicable defined benefit pension formula			

For more information go to [http://ci.twentynine-palms.ca.us/Human\\_Resources.40.0.html](http://ci.twentynine-palms.ca.us/Human_Resources.40.0.html)

Last Updated: 12/17/2012

### Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next	
Position	Department	Total Wages	Total Retirement & Health Cost						
<u>City Council Member</u>	<u>City Council</u>	<b>\$6,026</b>	<b>\$1,874</b>						
<u>City Council Member</u>	<u>City Council</u>	<b>\$6,026</b>	<b>\$515</b>						
<u>City Council Member</u>	<u>City Council</u>	<b>\$6,026</b>	<b>\$2,840</b>						
<u>City Council Member</u>	<u>City Council</u>	<b>\$6,026</b>	<b>\$7,293</b>						

# Council Member

Department: City Council  
 Entity: City of Desert Hot Springs  
 County: Riverside  
 Year: 2011

**\$15,337** total wages

\$8,137	\$0	\$0	\$7,200
regular pay	overtime pay	lump sum pay	other pay
\$0 - \$8,400 regular pay range for classification			

**\$16,180** total retirement & health cost

\$0	\$1,723	\$0	\$14,457
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
2.7% @ 55 applicable defined benefit pension formula			

For more information go to [www.cityofdhs.org](http://www.cityofdhs.org)

Last Updated: 12/17/2012

## Other Positions in this Department

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Filter by	Total Wages	Max	Apply	Reset	Search	Filterable	Page	Next
Position	Total Wages	Department	Total Retirement & Health Cost					
<u>Council Member</u>	\$15,337	<u>City Council</u>	\$16,180					
<u>Council Member</u>	\$14,588	<u>City Council</u>	\$16,180					
<u>Council Member</u>	\$12,184	<u>City Council</u>	\$16,180					
<u>Council Member</u>	\$11,599	<u>City Council</u>	\$14,586					
<u>Mayor</u>	\$8,925	<u>City Council</u>	\$14,457					

# Board Member

Department: CMC - Governing Board

Entity: Copper Mountain Community College District

County: San Bernardino

Year: 2011

## \$1,868 total wages

<b>\$1,868</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
regular pay	overtime pay	lump sum pay	other pay
<b>\$2,880 – \$2,880</b> regular pay range for classification			

## \$19,763 total retirement & health cost

<b>\$0</b>	<b>\$0</b>	<b>\$19,763</b>
defined benefit plan	employee's ret. cost covered	deferred compensation health/dental/vision contribution
<b>0</b> applicable defined benefit pension formula		

For more information go to [www.cmccd.edu/human-resources](http://www.cmccd.edu/human-resources)

Last Updated: 5/17/2013

### Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next	
Position	Total Wages	Department	Total Wages	Total Retirement & Health Cost					
<u>Board Member</u>	<b>\$2,880</b>	<u>CMC - Governing Board</u>	<b>\$2,880</b>	<b>\$7,833</b>					
<u>Board Member</u>	<b>\$2,880</b>	<u>CMC - Governing Board</u>	<b>\$1,199</b>	<b>\$1,199</b>					
<u>Board Member</u>	<b>\$1,868</b>	<u>CMC - Governing Board</u>	<b>\$19,763</b>	<b>\$19,763</b>					
<u>Board Member</u>	<b>\$1,868</b>	<u>CMC - Governing Board</u>	<b>\$9,493</b>	<b>\$9,493</b>					
<u>Board Member</u>	<b>\$1,868</b>	<u>CMC - Governing Board</u>	<b>\$19,763</b>	<b>\$19,763</b>					

# Director

Department: Board Members  
 Entity: Hi-Desert Water District  
 County: San Bernardino  
 Year: 2011

## \$4,973 total wages

\$4,973	\$0	\$0	\$0
regular pay	overtime pay	lump sum pay	other pay
\$0 - \$0 regular pay range for classification			

## \$16,553 total retirement & health cost

\$0	\$0	\$0	\$16,553
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
N/A applicable defined benefit pension formula			

For more information go to <http://www.hdwd.com/departments/humanresources.aspx>

Last Updated: 2/19/2013

### Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next
Position	Department	Total Wages	Total Retirement & Health Cost					
<u>Director</u>	<u>Board Members</u>	\$10,125	\$7,760					
<u>Director</u>	<u>Board Members</u>	\$6,750	\$14,135					
<u>Director</u>	<u>Board Members</u>	\$5,723	\$16,553					
<u>Director</u>	<u>Board Members</u>	\$4,973	\$16,553					
<u>Director</u>	<u>Board Members</u>	\$4,875	\$14,135					

# Elected Official

Department: Board of Directors  
 Entity: Joshua Basin Water District  
 County: San Bernardino  
 Year: 2011

## \$8,161 total wages

<b>\$8,161</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
regular pay	overtime pay	lump sum pay	other pay
<b>\$0 - \$0</b> regular pay range for classification			

## \$0 total retirement & health cost

<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
<b>N/A</b> applicable defined benefit pension formula			

This entity has not provided a website link.

Last Updated: 2/19/2013

### Other Positions in this Department

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Filter by	Total Wages	Min	Max	Apply	Reset	Search in table:	Find	Next	
Position	Department	Total Wages	Total Retirement & Health Cost						
<u>Elected Official</u>	<u>Board of Directors</u>	<b>\$8,161</b>	-						
<u>Elected Official</u>	<u>Board of Directors</u>	<b>\$6,598</b>	-						
<u>Elected Official</u>	<u>Board of Directors</u>	<b>\$3,646</b>	-						
<u>Elected Official</u>	<u>Board of Directors</u>	<b>\$2,952</b>	-						
<u>Elected Official</u>	<u>Board of Directors</u>	<b>\$2,431</b>	-						

# Director Division 1

Department: Board Member  
 Entity: Mojave Water Agency  
 County: San Bernardino  
 Year: 2011

**\$14,147** total wages

\$11,672	\$0	\$0	\$2,475
regular pay	overtime pay	lump sum pay	other pay
N/A – N/A regular pay range for classification			

**\$19,998** total retirement & health cost

\$0	\$0	\$0	\$19,998
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
N/A applicable defined benefit pension formula			

For more information go to [www.mojavewater.org](http://www.mojavewater.org)

Last Updated: 2/19/2013

## Other Positions in this Department

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Agency	Total Wages	Min	Max	Apply	Based Search Table	Print	Next
Position	Total Wages	Department		Total Retirement & Health Cost			
<u>Director Division 6</u>	Board Member	\$23,251	\$5,995				
<u>Director Division 5</u>	Board Member	\$19,759	\$19,998				
<u>Director Division 4</u>	Board Member	\$17,559	\$26,376				
<u>Director Division 3</u>	Board Member	\$17,096	\$19,998				
<u>Director Division 2</u>	Board Member	\$16,071	\$1,110				

# Director

Department: Board Member

Entity: Bighorn-Desert View Water Agency

County: San Bernardino

Year: 2011

## \$3,900 total wages

\$3,900	\$0	\$0	\$0
regular pay	overtime pay	lump sum pay	other pay
\$0 - \$12,000 regular pay range for classification			

## \$0 total retirement & health cost

\$0	\$0	\$0	\$0
defined benefit plan	employee's ret. cost covered	deferred compensation	health/dental/vision contribution
N/A applicable defined benefit pension formula			

This entity has not provided a website link.

Last Updated: 2/19/2013

### Other Positions in this Department

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Filter by:	Total Wages	Min	Max	Apply	Reset	Search in table	Find	Next	
Position	Department	Total Wages	Total Retirement & Health Cost						
<u>Director</u>	<u>Board Member</u>	\$3,900	-						
<u>President</u>	<u>Board Member</u>	\$3,200	-						
<u>Vice-President</u>	<u>Board Member</u>	\$3,150	-						
<u>Director</u>	<u>Board Member</u>	\$3,100	-						
<u>Director</u>	<u>Board Member</u>	\$1,650	-						

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL  
State of California

DANIEL E. LUNGREN  
Attorney General

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OPINION :  
 : No. 97-103  
 of :  
 : May 23, 1997  
 DANIEL E. LUNGREN :  
 Attorney General :  
 :  
 ANTHONY S. Da VIGO :  
 Deputy Attorney General :  
 :

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THE HONORABLE LIZ FIGUEROA, MEMBER OF THE CALIFORNIA STATE ASSEMBLY, has requested an opinion on the following questions:

1. May the city council of a general law city reduce the salary of its members during their current terms of office?
2. May the city council of a general law city reduce the additional salary of an elected mayor during his or her current term of office?
3. May the city council of a general law city reduce the health and welfare benefits of its members, including the elected mayor, during their current terms of office?

CONCLUSIONS

1. The city council of a general law city may not reduce the salary of its members during their current terms of office.
2. The city council of a general law city may not reduce the additional salary of an elected mayor during his or her current term of office.
3. The city council of a general law city may not reduce the health and welfare benefits of its members, including the elected mayor, during their current terms of office.

ANALYSIS

During a recent city election, a slate of candidates for city council campaigned on the promise of reducing the salaries and benefits of city council members. The slate was elected, and now the new council members wish to fulfill their campaign promises, as do the city's voters. May the salaries and benefits of the council members be reduced during their current terms of office?

The three questions presented for resolution concern two separate statutory schemes. The one (Gov. Code, §§ 36514.5-36516.5) **Footnote No. 1** deals with salaries, reimbursement for expenses, and compensation in general. Section 36514.5 provides: "City councilmen may be reimbursed for actual and necessary expenses incurred in the performance of official duties." Section 36515 states: "The compensation of a city councilman appointed or elected to fill a vacancy is the same as that payable to the member whose office was vacated." Section 36516 provides:

"(a) A city council may enact an ordinance providing that each member of the city council shall receive a salary, the amount of which shall be determined by the following schedule:

"(1) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month.

"(2) In cities over 35,000 up to and including 50,000 in population, up to and including four hundred dollars (\$400) per month.

"(3) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$500) per month.

"(4) In cities over 75,000 up to and including 150,000 in population, up to and including six hundred dollars (\$600) per month.

"(5) In cities over 150,000 up to and including 250,000 in population, up to and including eight hundred dollars (\$800) per month.

"(6) In cities over 250,000 population, up to and including one thousand dollars (\$1,000) per month.

"For purposes of this section the population shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

"(b) At any municipal election, the question of whether city council members shall receive compensation for services, and the amount of compensation, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the compensation specified in the election call. Compensation of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

"(c) Compensation of council members may be increased beyond the amount provided in this section by an ordinance or by an amendment to an ordinance but the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary.

"(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section provided the same benefits are available and paid by the city for its employees."

Section 36516.1 states:

"A mayor elected pursuant to Sections 34900 to 34904, inclusive, of the Government

Code may be provided with compensation in addition to that which he receives as a councilman. Such additional compensation may be provided by an ordinance adopted by the city council or by a majority vote of the electors voting on the proposition at a municipal election." Footnote No. 2

Finally, section 36516.5 provides:

"A change in compensation does not apply to a councilman during his term of office; however, the prohibition herein expressed shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of his beginning a new term of office."

The other statutory scheme (§§ 53200-53210) deals specifically with providing health and welfare benefits for the officers and employees of a city, as well as other local agencies. Subdivision (a) of section 53201 states:

"The legislative body of a local agency, subject to such conditions as may be established by it, may provide for any health and welfare benefits for the benefit of its officers, employees, retired employees, and retired members of the legislative body who elect to accept the benefits and who authorize the local agency to deduct the premiums, dues, or other charges from their compensation, to the extent that such charges are not covered by payments from funds under the jurisdiction of the local agency as permitted by Government Code Section 53205."

Section 53202.3 provides:

"All plans, policies or other documents used to effectuate the purposes of this article shall provide benefits for large numbers of employees. No plan or policy may be approved pursuant to this article unless its issuance or the payment of benefits thereunder is otherwise lawful in this State. This article does not authorize the issuance of any group policy or the representation of any insurance benefits as group insurance unless the policy concerning which the representation is made is designated as a group policy by the applicable provisions of the Insurance Code."

Section 53205 states:

"From funds under its jurisdiction, the legislative body may authorize payment of all, or such portion as it may elect, of the premiums, dues, or other charges for health and welfare benefits of officers, employees, retired employees, former elective members specified in subdivision (b) of Section 53201, and retired members of the legislative body subject to its jurisdiction."

"Those expenditures are charges against the funds. If the employer pays any portion of the premiums, dues, or other charges for the health and welfare benefits, any dividends paid or premiums refunded or other rebates or refunds under any of those health and welfare benefits up to the aggregate expenditures of the employer for the benefits are the employer's property. The excess, if any, shall be applied by the employer for the benefit of the employees or their dependents generally."

Finally, section 53208 provides:

"Notwithstanding any statutory limitation upon compensation or statutory restriction relating to interest in contracts entered into by any local agency, any member of a legislative body may participate in any plan of health and welfare benefits permitted by this article."

In analyzing these various statutes, we apply well established rules of statutory interpretation. "The overriding objective of statutory construction is to ascertain and effectuate legislative intent." (*Larson v. State Personnel Bd.* (1996) 28 Cal.App.4th 265, 276.) "In doing so we turn first to the statutory language, since the words the Legislature chose are the best indicators of its intent." (*Freedom Newspapers, Inc. v. Orange County Employees Retirement System* (1993) 6 Cal.4th 821, 826.) Every word, phrase, and sentence in a statute should, if possible, be given significance. (*Penasquitos, Inc. v. Superior Court* (1991) 53 Cal.3d 1180, 1186.) Each word is to be given its "usual and ordinary meaning." (*Da Fonte v. Up-Right, Inc.* (1992) 2 Cal.4th 593, 601.) "Where the words of the statute are clear, we may not add to or alter them to accomplish a purpose that does not appear on the face of the statute or from its legislative history." (*Burden v. Snowden* (1992) 2 Cal.4th 556, 562.) "A statute must be construed "in the context of the entire statutory system of which it is a part, in order to achieve harmony among the parts."" (*People v. Hull* (1991) 1 Cal.4th 266, 272.) "A statute should be construed whenever possible so as to preserve its constitutionality." (*Walnut Creek Manor v. Fair Employment & Housing Com.* (1991) 54 Cal.3d 245, 268.)

In addressing the three questions presented, we will assume that the current salaries and benefits of the city council members and mayor are fixed in amount and that the proposed reductions would not be as a result of a prior arrangement, either contractual or prescribed by statute or ordinance. (See *International Assn. of Firefighters v. City of San Diego* (1983) 34 Cal.3d 292, 299, 302; 73 Ops.Cal.Atty.Gen. 296, 300-304 (1990); 70 Ops.Cal.Atty.Gen. 214, 218 (1987); 65 Ops.Cal.Atty.Gen. 66, 69-70 (1982); 47 Ops.Cal.Atty.Gen. 61, 62 (1966); 39 Ops.Cal.Atty.Gen. 200, 202 (1962).)

#### 1. Reducing a Council Member's Salary

The first question to be resolved is whether the members of a city council may reduce their own salaries during their current terms of office. We conclude that they may not do so.

A city council may set the salary of its members at \$1 per month or up to \$1,000 per month, depending upon the size of the city. (§ 36516, subd. (a).) It can exceed the statutory limit set for the size of its city by "5 percent for each calendar year from the operative date of the last adjustment of the salary . . . ." (§ 36516, subd. c.) There is no similar limit for reducing the salary of council members. Under subdivision (a) of section 36516, the council may reduce the salaries of its members to whatever amount it chooses. So also may the voters at a municipal election. (§ 36516, subd. (b).)

Section 36516.5, however, provides: "A change in compensation does not apply to a councilman during his term of office . . . ." Reading section 36516.5 in light of section 36516, we find that the term "compensation" must include "salary," whether increased or decreased. The fact that certain increases in salary may avoid the general prohibition (§ 36516.5) does not mean that decreases in salary are outside the scope of the prohibition.

It may be argued that the obvious purpose in delaying changes in compensation is to protect the city's funds from improvident council action in increasing the salaries of its members during their current terms of office. No similar purpose would be served by delaying decreases in the salaries; indeed, immediate implementation would conserve a city's funds. Here, for example, if five council candidates campaign on the promise of reducing council member salaries, what purpose would be served by preventing an immediate reduction once they are elected?

That question must be answered by determining what the Legislature intended in enacting section 36516.5. First, the Legislature might well believe that decreases in salary should be delayed when they are imposed by the electorate rather than by the council members themselves. (See, e.g., Stats. 1972, ch. 591, § 1.) The language of section 36516.5, however, does not draw such a distinction or expressly disclose a purpose that would prevent its application to all decreases in salary. On balance, we do not find the necessary legislative intent to ignore the plain meaning of the terms used in section 36516.5.

Moreover, we must interpret section 36516.5 in the manner that would uphold its constitutionality. Would a reduction in a council member's compensation during his or her term of office impair the obligation of a contract (U.S. Const., art. I, § 10; Cal. Const., art. I, § 9) or deprive the council member of a vested property right (U.S. Const., 14th Amend.; Cal. Const., art. I, § 7, subd. (a))?

Generally, neither the obligation of contracts nor vested property rights may be impaired or destroyed by subsequent enactment. (*Coombes v. Getz* (1932) 285 U.S. 434, 442, 448; 70 Ops.Cal.Atty.Gen., *supra*, 216.) It is true, again generally, that the terms and conditions relating to public employment are controlled by statute or ordinance rather than by ordinary contract standards. (*Olson v. Cory* (1980) 27 Cal.3d 532, 537-538; *Markman v. County of Los Angeles* (1973) 35 Cal.App.3d 132, 134-135; 72 Ops.Cal.Atty.Gen. 1, 6 (1989); 67 Ops.Cal.Atty.Gen. 510, 511 (1984).) Thus no one has a vested right in public employment except insofar as the right is conferred by statute or other valid regulation; public employees have no vested right in any particular measure of compensation or benefits; and compensation may be modified or reduced by proper statutory authority. (*Butterworth v. Boyd* (1938) 12 Cal.2d 140, 150; 67 Ops.Cal.Atty.Gen., *supra*, 511.)

On the other hand, public employment gives rise to certain obligations that are protected by the contract clause of the Constitution. **Footnote No. 3** These include the right to the payment of a salary that has been earned (*Sonoma County Organization of Public Employees v. County of Sonoma* (1979) 23 Cal.3d 296, 308-309) **Footnote No. 4** as well as other aspects of employment (see generally *California League of City Employee Associations v. Palos Verdes Library Dist.* (1978) 87 Cal.App.3d 135, 139; 67 Ops.Cal.Atty.Gen., *supra*, 511-512).

The employment relationship between a city council member and the city is contractual, and the elements of compensation and benefits for such an office become contractually vested upon acceptance of employment. (Cf. *Olson v. Cory*, *supra*, 27 Cal.3d at 538-539, fn. 3; *Betts v. Board of Administration* (1978) 21 Cal.3d 859, 863; 77 Ops.Cal.Atty.Gen. 50, 53 (1994); 73 Ops.Cal.Atty.Gen., *supra*, 302; 67 Ops.Cal.Atty.Gen., *supra*, 512.) In *Olson v. Cory*, *supra*, 27 Cal.3d 532, for example, the court held that a judge entering office is deemed to do so in consideration of--at least in part--salary benefits then offered by the state for that office; if salary benefits are diminished by the Legislature during a judge's term, the judge is nevertheless entitled to the contracted benefits during the remainder of such term. In *Betts v. Board of Administration*, *supra*, 21 Cal.3d 859, the court held that the elements of compensation, including retirement benefits, for the office of State Treasurer become contractually vested upon acceptance of employment. (See also *Legislature v. Eu* (1991) 54 Cal.3d 492, 528, 533-534.) **Footnote No. 5** In 67 Ops.Cal.Atty.Gen. 510, *supra*, we concluded that a school district providing health and life insurance benefits to board members may not discontinue such benefits during the board members' current terms.

Interpreting the language of section 36516.5 in light of these constitutional principles, we find that it forbids decreases in compensation during a council member's current term of office. Of course, as a practical matter, council members may contribute back to the city whatever portion of their salaries they wish. No statutory authorization is necessary for such voluntary action to take place.

We conclude in answer to the first question that a city council of a general law city may not reduce the salary of its members during their current terms of office.

## 2. Reducing an Elected Mayor's Additional Salary

An elected mayor of a general law city is a member of the city council. (§ 34903.) His or her salary as a member of the council would be subject to the same constraints as set forth in answer to the first question. While such salary may be reduced by the council, section 36516.5 prohibits the reduction from taking place during the mayor's current term of office.

An elected mayor, however, may also receive "compensation in addition to that which he receives as a councilman." (§ 36516.1.) May this additional amount of compensation be reduced during the mayor's current term of office? We conclude that it may not.

As quoted above, section 36516.1 allows the electorate or the city council to set the amount of the mayor's additional compensation at whatever level it chooses. The statutory grant of authority would include reducing the amount from that previously chosen. Does section 36516.5, however, prevent the reduction from taking place during the mayor's current term of office?

Section 36516.5's prohibition is as follows: "A change in compensation does not apply to a councilman during his term of office . . ." Although a mayor is a member of the city council, he or she is not normally referred to as a "councilman." The additional salary authorized by section 36516.1 would seemingly not be received as a "councilman"; rather, the additional compensation would be granted for the performance of mayoral duties.

Nevertheless, as indicated in response to the first question, we must interpret section 36516.5 so that its application is consistent with the Constitution. Accordingly, it prohibits a city council from reducing a mayor's additional compensation during his or her current term of office. Such construction preserves the mayor's contractual and vested property rights.

We thus conclude in answer to the second question that an elected mayor's additional compensation may not be reduced by the city council during the mayor's current term of office.

### 3. Reducing a Council Member's Benefits

The final question concerns whether a city council may reduce the amount of health and welfare benefits received by council members, including the mayor, during their current terms of office. We conclude that it may not do so.

As quoted above, section 53208 authorizes city council members to participate in a health and welfare benefits plan adopted under the provisions of sections 53200-53210 "[n]otwithstanding any statutory limitation upon compensation . . ." The statutory limitation of section 36516.5 would thus be inapplicable to the furnishing of the benefits in question. (See *People v. De La Cruz* (1993) 20 Cal.App.4th 955, 963.) Sections 53200-53210 do not expressly authorize or prohibit decreases in health and welfare benefits for officers and employees of a public agency. The benefits, however, must be part of a plan "for large numbers of employees."

(§ 53202.3; see also § 36516, subd. (a).) Whether the benefits under such a plan may be adjusted upward or downward during an incumbent's term of office would depend upon the conditions established by the city council in providing for such benefits. Subdivision (a) of section 53201 authorizes a city council to provide benefits to its members "subject to such conditions as may be established by it."

As we have indicated in response to the first two questions, unless the preexisting plan itself authorizes decreases in benefits during a council member's current term of office (which we have assumed is not the case), any decreases must await the end of the current term to meet constitutional requirements. Hence, we conclude in answer to the third question that the city council of a general law city may not reduce the health and welfare benefits of its members, including the elected mayor, during their current terms of office.

\* \* \* \* \*

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#### Footnote No. 1

All unidentified section references hereafter are to the Government Code.

**Footnote No. 2**

Sections 34900-34904 set forth the procedures for electing a mayor in general law cities.

**Footnote No. 3**

Issues respecting the impairment of contracts are frequently viewed in the related context of the due process clause of the federal and state Constitutions as a deprivation of a vested property interest. (U.S. Const., 14th Amend.; Cal. Const., art. I, § 7, subd. (a); 67 Ops.Cal.Atty.Gen., *supra*, 511, fn. 6; 66 Ops.Cal.Atty.Gen. 418, 421 (1983).) Our focus herein will be upon the contract clause.

**Footnote No. 4**

Where it is claimed that the state has impaired the obligation of its own contract, an initial inquiry arises concerning the ability of the state to enter into an agreement surrendering an essential attribute of its sovereignty. (Cf. *California Teachers Assn. v. Cory* (1984) 155 Cal.App.3d 494, 510-512; *Valdez v. Cory* (1983) 139 Cal.App.3d 773, 789-791.) This reserved powers doctrine does not pertain, however, to a purely financial obligation. (70 Ops.Cal.Atty.Gen., *supra*, 217, fn. 4.)

**Footnote No. 5**

Such contractual interests include not only those in effect upon commencement of employment, but also those conferred during the term of office. (*Olson v. Cory, supra*, 27 Cal.3d at 540; *Betts v. Board of Administration, supra*, 21 Cal.3d at 866; 70 Ops.Cal.Atty.Gen., *supra*, 218.)