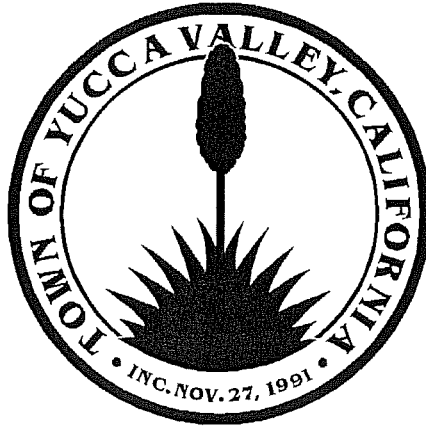


TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING



*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.*

**TUESDAY, APRIL 2, 2013  
CLOSED SESSION: 5:00 P.M.  
YUCCA VALLEY TOWN HALL CONFERENCE ROOM  
57090 – 29 PALMS HIGHWAY  
YUCCA VALLEY, CALIFORNIA 92284**

**TOWN COUNCIL: 6:00 p.m.  
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, APRIL 2, 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)**

**CLOSED SESSION: 5:00 P.M.**

1. Closed Session pursuant to Government Code Section 54957, Public Employee Performance Evaluation (Town Manager)

**OPENING CEREMONIES**

**CALL TO ORDER**

**ROLL CALL:** Council Members Huntington, Leone, Lombardo, Rowe, and Mayor Abel.

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

Led by Pastor Tyrone Bridges, Calvary Christian Fellowship

## AGENCY REPORTS

### Chamber of Commerce

1. Monthly Chamber of Commerce Report for February 2013

## APPROVAL OF AGENDA

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

## CONSENT AGENDA

- 1-12 2. Minutes of the Regular Town Council Meeting of March 19, 2013 and Special Meeting of March 26, 2013.

**Recommendation: Approve the minutes as presented.**

3. 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.**

- 13-18 4. Resolution Calling for Equitable Funding for the San Bernardino County Superior Court System.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, TO SUPPORT EFFORTS TO PROVIDE ADEQUATE, EQUITABLE, AND ONGOING SAN BERNARDINO COUNTY SUPERIOR COURT FUNDING TO ENSURE THAT RESIDENTS OF SAN BERNARDINO COUNTY CONTINUE TO HAVE ACCESS TO JUSTICE THROUGH THE SAN BERNARDINO SUPERIOR COURT

**Recommendation: Adopt the Resolution supporting San Bernardino County's efforts to provide adequate, equitable, and ongoing funding for San Bernardino County Superior Courts.**

- 19-21 5. AB 1234 Reporting Requirements.

**Recommendation: Receive and file the AB 1234 Reporting Requirement Schedule for the month of February 2013.**

- 22-32 6. Property Tax Administration Fee Release and Settlement Agreement.

**Recommendation: Approve the acceptance of the settlement agreement between the Town of Yucca Valley and the County of San Bernardino,**

relative to property tax administration fees (PTAF) charged by the County of San Bernardino, and authorize the Mayor, Town Manager, Town Attorney, and Town Clerk to sign all necessary documents.

33-39 7. Warrant Register, April 2, 2013.

**Recommendation:** Ratify the Warrant Register total of \$94,933.41 for checks dated March 21, 2013. Ratify Payroll Registers total of \$175,430.41 for checks dated March 15, 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 2-7)

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

## DEPARTMENT REPORTS

40-41 8. Appointments to Parks, Recreation and Cultural Commission and Planning Commission.

Staff Report

**Recommendation:** Council Member Leone nominates members for appointment to the Planning Commission and Parks, Recreation and Cultural Commission

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

42-62 9. FY 2013/14 Baseline Budget Update.

Staff Report

**Recommendation:** It is recommended that the Council:

- Receive the updated baseline budget report for the 2013-14 fiscal year, and provide comments, input and direction as appropriate
- Approve the Agreement of Separation, Severance and General Release in form, and authorize the Town Manager to make non-

substantive changes as needed and execute the agreements with the following eligible employees:

- James Schooler;
- Janet (“Jamie”) Anderson;
- Lynne Richardson;
- Christine Lewis; and
- Janine Cleveland

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**

10. Council Member Leone
11. Council Member Rowe
12. Council Member Huntington
13. Mayor Pro Tem Lombardo
14. Mayor Abel

## **ANNOUNCEMENTS**

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

**9:00 a.m., Saturday, April 6, 2013, Budget Workshop, Yucca Valley Community Center  
Yucca Room**

**6:00 p.m., Tuesday, April 16, 2013, Regular Meeting, Yucca Valley Community Center  
Yucca Room**

**CLOSING ANNOUNCEMENTS**

**ADJOURNMENT**

**TOWN OF YUCCA VALLEY  
TOWN COUNCIL MEETING MINUTES  
March 19, 2013**

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

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

Staff Present: Town Manager Nuaimi, Deputy Town Manager Stueckle, Town Attorney Laymon, Administrative Services Director Yakimow, Community Services Director Schooler, Police Capt. Boswell, and Town Clerk Anderson

**PLEDGE OF ALLEGIANCE**

Led by Council Member Huntington

**INVOCATION**

Led by Pastor Bob Wagner, Joshua Springs Calvary Chapel

**AGENCY REPORTS**

Chamber of Commerce

**1. Monthly Chamber of Commerce Report for February 2013.**

No one available to give the report.

Hi Desert Water District

**2. Water and Wastewater Project Updates.**

Mark Ban, Hi Desert Water District Assistant General Manager / Director of Operations, gave the monthly project update.

**APPROVAL OF AGENDA**

Council Member Huntington moved to approve the agenda. Council Member Rowe seconded. Motion carried 4-0.

**CONSENT AGENDA**

**3. Approve, Minutes of the Town Council Workshop of February 19, 2013 and Regular**

Meeting of March 5, 2013, as presented.

4. **Waive**, further reading of all ordinances and read by title only.
5. **Adopt**, Resolution No. 13-08 confirming and certifying the March 5, 2013 election results

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING AND CERTIFYING THE MARCH 5, 2013 SPECIAL ELECTION RESULTS

6. **Approve**, governing body Resolution No. 13-09, for the FY 2012/2013 OHV grant application.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

7. **Approve**, Cost Distribution Agreement for traffic signals and safety lighting, Permit No. 08-11-6-SN-0078, between the Town of Yucca Valley and Caltrans for the SR 62 at Inca Trail traffic signal, and authorize the Town Manager to sign the agreement.
8. **Amend**, FY 2012-13 Adopted Budget, and **adopt** Resolution No. 13-10, transferring \$205,000 from Fund 531 – Flood Control, to Fund 350 – Development Impact Fees, to reflect the current project status and meet required timing considerations associated with the collection of exactions.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FISCAL YEAR 2012-13 ADOPTED BUDGET

9. **Approve**, the Cooperative Agreement, No. 08-1560, between Caltrans and the Town of Yucca Valley, Public Lands Highway Discretionary Fund (PLHD), and authorize the Town Manager to sign and execute the Agreement, SR 62 project Apache Trail to Palm Avenue.
10. **Ratify**, the Warrant Register total of \$405,769.45 for checks dated March 7, 2013. **Ratify**, Payroll Registers total of \$148,713.45 for checks dated March 1, 2013.

Council Member Lombardo moved to adopt Consent Agenda Item 3-10. Council Member Rowe seconded. Motion carried 4-0



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

**OATH OF OFFICE**

**11. Swear in Council Member Elect Robert Leone**

Donna Munoz, Field Rep. for James Ramos, swore in Council Member Elect Leone.

Council Member Leone thanked his supporters and advised he will listen to the community.

**DEPARTMENT REPORTS**

**12. Proposed League of California Cities Bylaw Amendment**

Town Manager Nuaimi advised the first amendment proposed by the League raises the bar regarding resolutions brought before the General Assembly to require that they must be concurred to by at least five or more cities or by city officials from at least five or more cities. The second amendment changes the vote required before the Board may take a position on a statewide ballot measure requiring a 2/3<sup>rd</sup> vote of those directors present.

Council Member Huntington commented that these amendments are valid, noting issues at last year's General Assembly when resolutions were placed with little support outside the recommending entity.

Mayor Abel commented this is a good move by the League.

Council Member Rowe moved to approve proposed League of California Cities Bylaw Amendment and direct staff to forward the Council's vote to the League. Council Member Huntington seconded. Motion carried 5-0.

**13. Town Council Ad-Hoc Committee Assignments**

Town Manager Nuaimi reported that, as issues are raised, the Council will form ad hoc committees. A Council ad-hoc committee was established to deal with the issue of sewer financing, which has met previously with a counterpart committee from the Hi-Desert Water District. Given the failure of Measure U, there remains a need to identify potential funding solutions for the wastewater treatment system, and near-term conversations are required to identify alternatives for moving forward. Council could

decide to disband the committee, leave it with one representative, or add another member.

Council Member Lombardo commented he thinks it is important to assign a second person to the committee and there is a need for consistency.

Mayor Abel and Council Member Leone both expressed interest in serving on the committee.

Upon further discussion, Council Member Huntington moved to appoint Council Member Leone as the second representative to sit on the Sewer Financing Ad-Hoc Committee. Council Member Lombardo seconded. Motion carried 5-0.

**14. Fiscal Year 2011-12 Single Audit Report on Federal Awards**

Administrative Services Director Yakimow advised this audit is strictly related to funds from federal awards. It is required of non-federal entities that expend federal awards equal to or in excess of \$500,000 in a fiscal year. He noted it was a clean audit, as a result of the Council's sound fiscal policies, procedures, and financial management. Staff anticipates the need for completion of a Single Audit report for the next four to six years as the Town's federally funded projects move forward.

Council Member Huntington stated it is great to hear we are going to have federal funds to spend in the next three to four years.

Council Member Rowe moved to receive and file the FY 2011-12 Single Audit Report on Federal Awards. Mayor Abel seconded. Motion carried 5-0.

**15. Southern California Association of Governments (SCAG), Compass Blueprint Demonstration Project, Mid-Town Master Land Use Vision and Mobility Plan.**

Deputy Town Manager Stueckle reported the Council authorized submittal of a grant application to the Southern California Association of Governments Compass Blueprint Demonstration project program in October 2010. The Mid-Town area was identified to provide a more in depth land use analysis than provided through the general plan update process. The primary objectives were to identify conceptual land use options that include increased housing densities, alternatives for mixed use development, and to evaluate vehicle and pedestrian circulation alternatives between the Community Center, commercial, public transit, recreation and education activity centers. The Arroyo Group was selected by SCAG for the Town's project.

Members of the Arroyo Group thanked the community for their participation at the various workshops and presented the details of the plan.

**Ramon Mendoza**, Morongo Valley, commented in opposition noting the open space portion is not good for a small town.

Council Member Leone commented regarding the Town's desire to remain rural upon incorporation and the need to be stewards of our environment and protect the indigenous Joshua trees.

Deputy Town Manager Stueckle commented the Master Plan for the Mid-Town area that has been presented to the Council is based on the current general plan, noting the Arroyo Group has insured good coordination with the Planning Center. Nothing presented tonight is changing density, regulations, or increasing intensity of land use. He added, when the Town adopted its first General Plan in 1995, it actually lowered the estimated build out from county jurisdiction of 88,000 down to 62,000. Council at that time established policies to retain that desert environment. With the update there have been very little changes. The Project presented this evening is consistent with the General Plan and guarantees that consistency.

Council Member Rowe agreed with the incentives.

Council Member Huntington reported regarding attendance at both outreach sessions and has followed the process fairly closely. He noted that AB 32 and SB 375 have changed the rules about how to plan for urban areas. We are under new concepts from when the Town originally adopted the General Plan.

Council Member Lombardo expressed his approval of the plan adding the concepts are something to dream about and build toward.

Mayor Abel stated he liked the vacant and underutilized parcel concept and mobility recommendations for traffic flow.

Town Manager Nuaimi stated it is important to note that, while this is a town in a basin in the county, we are also part of a metropolitan planning area called SCAG and we also live in the State. A lot of the time we are taking and a lot of what we are doing is responding to mandates of the state such as the Regional Housing Needs Assessment (RHNA). It is not enough to say we want to be small town when we are part of a region of southern California. The number of units required to be built are dictated by the state, trickled down to SCAG. This is why the Town applied to SCAG for the Compass Blueprint project at the same time we are updating the general plan. He noted that the State sues entities if they do not meet state mandates. If we get so far afield from the State and their mandates we will have a General Plan that is challengeable in court because it is not certified. That action exposes every property owner to loss of value, or lack of the ability to turn their asset into something else. The community can say that

we don't want any more growth, but we have to realize that we are not in a vacuum. The General Plan update and this Compass Blueprint plan give us tools to address the state mandates.

Mayor Abel thanked all the residents who came to the workshops.

Council Member Huntington moved to receive and file the Compass Blueprint, Mid-Town Master Land Use Vision and Mobility Plan. Council Member Lombardo seconded. Motion carried 5-0.

### FUTURE AGENDA ITEMS

Council Member Leone requested discussion of revenue enhancement and reconsideration of concerts in the park and the pool program. Council agreed that would be appropriate as a part of the budget process.

### PUBLIC COMMENT

**Ramon Mendoza**, Morongo Valley, thanked Council Member Leone for coming back, commented regarding AB 885 and septic tanks.

**Patience McDowell**, Yucca Valley, requested funding of the pool.

**Aaron Ahmadi**, Yucca Valley, thanked the Council Members who were able to come to the Teen Forum, and spoke in opposition to closing the pool and ending concerts in the park. Mr. Ahmadi also questioned the logic of employing a Town Manager who does not reside in the community.

**Tim Humphreville**, Yucca Valley, commented regarding the recent campaign and accusations made about staff and Council.

**Margo Sturges**, Yucca Valley, commented regarding the recent campaign.

**Jennifer Collins**, Yucca Valley, thanked everyone for their support and expressed pride in Council's comments made at the last Council meeting.

**Sarann Graham**, Yucca Valley, advised she is co-chairing a fashion show, live art auction event on Saturday, April 20, 2013, to raise money for a new nonprofit called the Morongo Basin Haven for Homeless Families.

### STAFF REPORTS AND COMMENTS

Town Manager Nuaimi announced the State Department of Finance has issued the Finding of

Completion (FOC) as part of the Redevelopment Agency dissolution process, noting Yucca Valley is the first community in the County to receive the FOC, due to the hard work of Administrative Services Director Yakimow. Announced that Supervisor Ramos has promised matching funds up to \$10,000 for concerts in the park. He thanked the Supervisor noting we now need to raise the dollars in the community to match those funds.

**MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS**

**16. Council Member Leone**

Stated it is a privilege to sit in the Council seat and listen to the citizens of Yucca Valley.

**17. Council Member Rowe**

Welcomed Council Member Leone

Commented that the Ad-Hoc Committee consisting of herself and Council Member Huntington did hit up Supervisor Ramos for funding assistance for the concerts. She thanked him and accepted his challenge to work with the community trying to meet that match.

Thanked the School District for asking the Council to participate in the search for a new Superintendent.

Noted the swimming pool is a School District amenity that they gave up and leased to the Town. It is an asset and a burden at the same time.

Commented regarding the Teen Forum last night, noting that most of the Council was there.

Commended Administrative Services Director Yakimow for obtaining the finding of completion from the state Department of Finance.

**18. Council Member Huntington**

Echoed Council Member Rowe's comments noting he participated at each of those events.

Reported regarding attendance at the Battle Color Ceremony at the Marine Corps Base on Tuesday, where he met the new Commanding General who is interested in attending a Council Meeting in April to talk about the base.

Reported regarding attendance at the last General Plan Advisory Committee Meeting.

Reported regarding attendance at the Measure I meeting in Apple Valley.

Advised he will be attending the City County Conference this coming Thursday and Friday.

Welcomed Council Member Leone.

**19. Mayor Pro Tem Lombardo**

Welcomed Council Member Leone and congratulated him on his win.

Thanked all the folks who turn out at the meetings.

Reported regarding attendance at the School District meeting regarding the selection of a new Superintendent.

Commented he is looking forward to the Art Auction and Fashion Show.

Advised he will be happy to put in the first contribution to the concert in the park in the amount of \$500.00

**20. Mayor Abel**

Reported he also attended the School District meeting regarding the new Superintendent, noting one of the most important assets of a community is a strong school district.

Reported regarding attendance at the Youth Commission Forum stating it was wonderful to see the Commissioners in leadership roles. He added he wished that more people had attended.

Commented the decision regarding the pool situation was painful. The program is valued and important and there is a need to continue to look at it.

Congratulated and welcomed Council Member Leone.

**ANNOUNCEMENTS**

Next Town Council Meeting, Tuesday, April 2, 2013, 6:00 p.m.

**CLOSED SESSION**

**21. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

The legislative body is deciding whether or not to initiate litigation pursuant to Government Code Section 54956.9(c). (1 case)

**22. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6(a), Negotiators: Mark Nuaimi  
Employee Organization(s), Unrepresented Exempt, Unrepresented Non-Exempt

Mayor Abel adjourned the meeting to closed session at 7:43 p.m., reconvened at 9:15 p.m. and advised there was no reportable action taken. There were no members of the public present.

**ADJOURNMENT**

There being no further business the meeting was adjourned at 9:15 p.m.

Respectfully submitted,

Jamie Anderson, MMC  
Town Clerk

**TOWN OF YUCCA VALLEY  
SPECIAL TOWN COUNCIL MEETING MINUTES  
MARCH 26, 2013**

The special meeting of the Town of Yucca Valley Council was called to order at 5:04 p.m. by Mayor Abel. Council Members Huntington, Leone, Rowe and Mayor Abel were present in the room. Council Member Lombardo was present via Skype from the Inn at St. Mary's, Indiana Route 933, South Bend, Indiana

**DEPARTMENT REPORT**

**1. FY 2013/13 Budget Adjustment/Early Retirement Incentive Program**

Town Manager Nuaimi reported that staff has been projecting a budget deficit for fiscal year 2013-14 approaching \$400,000, and when other unfunded liabilities are included in the recurring costs of the organization the deficit grows to over \$750,000 annually. Town Council directed staff to bring back strategies for delivering a balanced budget. One strategy is an early retirement incentive program, offered to employees that qualify. In order to qualify, employees must be over 50 years of age and vested in the Public Employee Retirement System (PERS). Currently there are nineteen qualified staff members who have been polled as to their interest in participating if such a program were offered. It is believed that having such a program in place will deliver a significant amount of savings. The program generally offers retirees six months of severance pay and 12 months of medical coverage. If approved, staff will begin work executing individual separation agreements with interested retirees and bring them back for final Town Council approval at the April 2, 2013 meeting. Based on current workloads, retirements would occur in three waves beginning in mid-April, early-May, and early-June. The total program costs are estimated at \$300,000, and projected to deliver 1½ times in recurring savings.

**Margo Sturges**, Yucca Valley, expressed concern regarding using reserves. Ms. Sturges commended the Town on the transparency of the process bringing forward the early retirement program for public discussion.

Council Member Leone commented the \$300,000 being taken out for the program is a one-time expenditure and in line with balancing the budget and some of the expenditures the Town is faced with. Town Manager Nuaimi advised the amount could be spread over 2 fiscal years but staff is trying to address the proposed deficit and present a balanced budget for next year.

Council Member Rowe requested an explanation of the 3 waves. Town Manager Nuaimi advised it is mindful of some of the personal needs of some of the employees, and are also mindful of some of the ongoing activities that the Town



has already committed to and provide a smooth transition. He advised that a number of the positions will need to be backfilled, but that backfill will also provide a savings because of the two tier retirement system.

Council Member Leone requested an explanation of the amount of savings versus the \$300,000 expenditure. Town Manager Nuaimi advised the analysis shows that with this amount for the incentive program it is believed we can generate at least \$450,000 savings to the organization in future years, which gives us a big step towards a balanced budget.

Council Member Rowe requested clarification whether that savings is a net savings when talking about backfilling the positions. Town Manager Nuaimi advised the net savings will be under \$200,000 in year one, but the entire expenditure will be accounted for in this year's budget. Council Member Rowe stated she normally does not agree with taking funds out of reserves for a project, but does feel this is the right thing to do for our employees.

Council Member Huntington stated that, understanding reserves are only pot of money we have that meets the criteria, he is happy to see there are a number of employees interested in this program, noting the net savings will be beneficial to this process. Understanding also there will have to be some reorganization and concepts that will make the Town a leaner organization, the Town will make every attempt to provide the same service as it has in the past.

Council Member Lombardo asked if it is correct that this is a voluntary program, that people are choosing to retire and not being forced into it. Town Manager Nuaimi advised that is correct. Council Member Lombardo questioned if the savings that are anticipated will occur both in 2012/13 and 2013/14. He noted the program will cause some changes in service levels, but the goal is to allow the Town to have a balanced budget. Town Manager Nuaimi corrected that the way we are accounting for it is that we are taking all the expense this year which is why asking for budget to appropriate to the incentive program, that way we can realize all of the savings next year.

Council Member Rowe moved to: 1) Approve an Early Retirement Incentive program as outlined; 2) Authorize the Town Manager to negotiate individual separation agreements with qualified employees; 3) Establish an incentive program budget for FY 12/13 not to exceed \$300,000; and 4) Approve an Amendment to the FY 2012/13 Adopted Budget by appropriating \$300,000 from General Fund Undesignated Reserves to 05-01-7911 (Town Manager Operating & Salaries Contingency) to cover the one-time costs associated with the Early Retirement Incentive Program. Council Member Huntington seconded. Motion carried 5-0 on a roll call vote.

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

## **PUBLIC COMMENTS**

**Margo Sturges**, Yucca Valley, commented regarding taking a roll call vote.

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 5:19 p.m.

Respectfully submitted,

Jamie Anderson  
Town Clerk

**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Jamie Anderson, Town Clerk  
**Date:** March 28, 2013  
**For Council Meeting:** April 2, 2013

**Subject:** Resolution Calling For Equitable Funding for the San Bernardino County Superior Court System

**Prior Council Review:** None

**Recommendation:** Adopt the Resolution to support San Bernardino County's efforts to provide adequate, equitable, and ongoing funding for San Bernardino County Superior Courts.

**Summary:** The San Bernardino County Board of Supervisors held a Special Meeting on February 19, 2013 that included a study session related to funding and closures affecting the San Bernardino Superior Court. Testimony was given on the impact that historic and current underfunding, unequal funding and understaffing of the County Superior Court has had on County Residents.


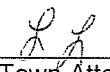
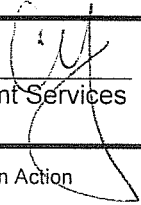

**Order of Procedure:**

- 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:** At its February 26<sup>th</sup> meeting the San Bernardino County Board of Supervisors passed a resolution to support efforts to attain adequate funding for the San Bernardino County Superior Court system.

While the County's population and work load has substantially increased, the funding for the courts has not. The \$5.3 million cut from the courts' budget has caused court closures in Chino, Barstow, Needles and Big Bear, resulting in hardships for individuals living in remote areas of the County.

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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 checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Minute Action	<input type="checkbox"/> Receive and File	<input type="checkbox"/> Study Session

The county courts now have less than 950 employees and \$23.6 million left in reserves to fund this year. It is clear the San Bernardino County court system is one of the most underfunded and understaffed court systems in the state. In 2014 the County of San Bernardino will need to cut another \$10 million out of their budget to match the reduction in revenues. There is a strong possibility that such cuts would impact the courtrooms in Joshua Tree, having a significant impact on the residents, local economy, and local agencies that participate in court proceedings.

**Alternatives:** None

**Fiscal impact:** None

**Attachments:** Resolution  
Letter from Supervisor James Ramos  
County Resolution

RESOLUTION NO. 13-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, TO SUPPORT EFFORTS TO PROVIDE ADEQUATE, EQUITABLE, AND ONGOING SAN BERNARDINO COUNTY SUPERIOR COURT FUNDING TO ENSURE THAT RESIDENTS OF SAN BERNARDINO COUNTY CONTINUE TO HAVE ACCESS TO JUSTICE THROUGH THE SAN BERNARDINO SUPERIOR COURT

WHEREAS, an essential component of justice is the public's accessibility to courtrooms; and

WHEREAS, courts provide the necessary medium to protect and defend constitutional and statutory rights and freedoms; and

WHEREAS, San Bernardino Superior Court is one of the most underfunded courts in the state, has the largest deficit of judicial positions, and is substantially understaffed; and

WHEREAS, recent court reductions are exacerbated in San Bernardino County due to historic inequity and higher than average population and caseload growth; and

WHEREAS, due to court closures, individuals living in remote areas of the County will soon no longer have a courtroom within a reasonable distance from their homes, leaving many facing hardship to get to court, given the very limited public transportation and distances that can exceed three hours driving time each way; and

WHEREAS, limited access to courts, further limits the available jury pool; and

WHEREAS, the Town Council agrees this closure of courts is a significant issue that has countywide implications.

NOW, THEREFORE, BE IT RESOLVED THAT: The Town Council of the Town of Yucca Valley supports efforts to engage the State Legislature, local municipalities, and other invested stakeholders to provide the adequate, equitable and ongoing San Bernardino County Superior Court funding consistent with the courts' workload in order to ensure that the residents of the Town of Yucca Valley continue to have access to justice.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of April, 2013.

---

MAYOR

ATTEST:

\_\_\_\_\_  
TOWN CLERK

Board of Supervisors  
County of San Bernardino

JAMES C. RAMOS  
SUPERVISOR, THIRD DISTRICT



March 20, 2013

Yucca Valley City Council  
57090 Twentynine Palms Hwy  
Yucca Valley, CA 92284

Dear City Council Members,

On February 26<sup>th</sup>, the San Bernardino County Board of Supervisors passed a resolution to support efforts to attain adequate funding for the San Bernardino County Superior Court system. This resolution directs the County Administrative Office to develop a strategy in conjunction with County Counsel to address the impacts of the inequitable court funding with the state legislature, local municipalities and other involved stakeholders.

The Board of Supervisors is relying on city councils across the county to sign on to our resolution and call for equitable funding to run our court system. While our population and work load has substantially increased, the funding to our courts has not. The \$5.3 million cut from our courts' budget has caused court closures in Chino, Barstow, Needles, and Big Bear, resulting in hardships for individuals living in remote areas of the County. Our courts now have less than 950 employees and \$23.6 million left in reserves to fund this year. It is clear our court system is one of the most underfunded and understaffed court systems in the State. As we look to 2014, San Bernardino County will need to cut another \$10 million out of our budget to match the reduction in revenues.

As Third District Supervisor, I am calling for all cities across the county to rally together and sign on to our resolution. We must act in order to ensure access to justice for all residents of San Bernardino County. I am confident we will come together as a unified county to deal with this difficult matter.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Ramos".

James C. Ramos  
Third District Supervisor  
County of San Bernardino

RESOLUTION NO. 2013-\_\_\_\_\_

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA TO SUPPORT EFFORTS TO PROVIDE ADEQUATE, EQUITABLE, AND ONGOING SAN BERNARDINO COUNTY SUPERIOR COURT FUNDING TO ENSURE THAT RESIDENTS OF SAN BERNARDINO COUNTY CONTINUE TO HAVE ACCESS TO JUSTICE THROUGH THE SAN BERNARDINO SUPERIOR COURT.

On Tuesday February 26, 2013, on motion of Supervisor Ramos, duly seconded by Supervisor Lovingood and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

WHEREAS, an essential component of justice is the public's accessibility to courtrooms; and

WHEREAS, courts provide the necessary medium to protect and defend constitutional and statutory rights and freedoms; and

WHEREAS, San Bernardino Superior Court is one of the most underfunded courts in the state, has the largest deficit of judicial positions and is substantially understaffed; and

WHEREAS, recent court reductions are exacerbated in San Bernardino County due to historic inequity and higher than average population and caseload growth; and

WHEREAS, due to court closures, individuals living in remote areas of the County will soon no longer have a courtroom within a reasonable distance from their homes, leaving many facing hardship to get to court, given the very limited public transportation and distances that can exceed three hours driving time each way; and

WHEREAS, limited access to courts, further limits the available jury pool; and

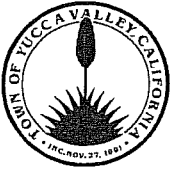
WHEREAS, on February 19, 2013, the Board of Supervisors convened a Special Meeting that included a study session related to funding and closures affecting the San Bernardino Superior Court; and

WHEREAS, testimony was given on the impact historic and current underfunding, unequal funding and understaffing of the San Bernardino Superior Court has had on County residents; and

WHEREAS, the Board of Supervisors have indicated that this is a significant issue that has countywide implications.

NOW, THEREFORE, BE IT RESOLVED THAT: the Board of Supervisors of the County of San Bernardino supports efforts to engage the State Legislature, local municipalities, and other invested stakeholders to provide for adequate, equitable and ongoing San Bernardino County Superior Court funding consistent with the courts' workload in order to ensure that the residents of the County of San Bernardino continue to have access to justice.





**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
Sharon Cisneros, Senior Accountant  
**Date:** March 25, 2013  
**For Council Meeting:** April 2, 2013  
**Subject:** AB1234 Reporting Requirements

**Prior Council Review:** Current reimbursement policy for Council members and Redevelopment Agency members reviewed and approved by Council August 2006.

**Recommendation:** Receive and file the AB1234 Reporting Requirement Schedule for the month of February 2013.

**Order of Procedure:**

- Request Staff Report
- Request Public Comment
- Council Discussion / Questions of Staff
- Motion/Second
- Discussion on Motion
- Roll Call Vote (consent agenda)

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

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

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Reviewed By:      
Town Manager      Town Attorney      Admin Services      Finance

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Department Report       Ordinance Action       Resolution Action       Public Hearing  
 Consent       Minute Action       Receive and File       Study Session

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 February 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 -Vacant**

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Director of Administrative Services
Sharon Cisneros, Senior Accountant
Date: March 28, 2013
For Council Meeting: April 2, 2013

Subject: Property Tax Administration Fee Release and Settlement Agreement

Prior Council Review:

Town Council approved the tolling agreement in February 2009, and approved an amendment to the tolling agreement in February 2012, extending it by an additional three years.

Recommendation:

That the Town Council approve the acceptance of the settlement agreement between the Town of Yucca Valley and the County of San Bernardino, relative to property tax administration fees (PTAF) charged by the County of San Bernardino, and authorize the Mayor, Town Manager, Town Attorney, and Town Clerk to sign all necessary documents.

Order of Procedure:

- Staff Report
Public Comment
Discussion
Questions
Motion
Vote

Discussion: A dispute arose between the Town and the County regarding the amount of property tax administration fees charged by the County and its County Assessor/Tax Collector to cities, beginning in fiscal year 2006-2007 through fiscal year 2011-12. A subsequent tolling agreement reserved Town rights concerning the dispute in the existing litigation between California entities regarding the method of calculation used by the County for the calculation.

In November 2012, the California Supreme Court issued a decision resolving the PTAF dispute in the favor of the cities. As a result, the County has implemented that decision for the current (2012-13) and future fiscal years. For prior years, the County has offered the Town a settlement (copy attached) as a final and full resolution of the excess PTAF paid for fiscal years 2006-07 through 2011-12.

Reviewed By: [Signatures]
Town Manager, Town Attorney, Admin Services, Finance

Department Report, Ordinance Action, Resolution Action, Public Hearing, Consent, Minute Action, Receive and File, Study Item

The intent of the settlement is to forego participation in the remand proceedings in trial court for decisions on various unresolved items such as interest, if any, to be paid on refunds, Statute of Limitations, and other unresolved issues. The resolution of these remaining PTAF issues through the court system could take many years and both parties desire to avoid the additional expense, delay and uncertainty.

**Alternatives:** None recommended.

**Fiscal impact:** The fiscal impact as a result of this action is the receipt of a net amount of \$198,295 to the Town's General Fund from the County for the excess PTAF. In exchange, the Town is waiving interest earnings estimated at \$8,500 as part of the settlement.

**Attachments:**

1. Property Tax Administration Fee Release and Settlement Agreement including Exhibit A.

**PROPERTY TAX ADMINISTRATION FEE  
RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (“Agreement”) is made by and between the County of San Bernardino (“County”) and \_\_\_\_\_ [insert name of city or town] (“City”), (individually “Party” or collectively the “Parties”).

This Agreement shall be effective at the time that the last party to this Agreement executes same and provides proof of that signing to the Parties to this Agreement (the “Effective Date”).

**I. RECITALS**

A. A dispute arose between the County and the City regarding the amount of property tax administration fees (“PTAF”) charged to City by the County and County officers, beginning in fiscal year 2006-07, pursuant to various provisions of the Revenue and Taxation Code. The City contended that the County charged more for PTAF than the statutory mandate allows, whereas the County contended that it charged PTAF within its statutory authority (the “PTAF Dispute”).

B. This same dispute exists on a statewide level between other California counties and many cities located within those counties’ territory as well as between the County and other cities located in this County.

C. On November 19, 2012, the California Supreme Court issued a decision in *City of Alhambra v. County of Los Angeles* (2012) 55 Cal.4th 707 resolving the PTAF Dispute. In the decision, the court held that the method used by counties to calculate PTAF is improper. As a result, the County has implemented the *City of Alhambra* decision

for the current (2012-13) and future fiscal years, for the calculation of PTAF.

D. In accordance with the Supreme Court decision, the *City of Alhambra* case is currently on remand (Los Angeles Superior Court Case No. S185457) to the trial court. The County expects that during the remand proceedings, the Superior Court will resolve the following issues: (i) the extent of the retroactive application of the *City of Alhambra* decision; (ii) the applicable Statute of Limitations; (iii) the interest rate, if any, due on any refunds, and; (iv) whether refunds for past years are subject to various claims-filing requirements ("PTAF Issues"). The Parties acknowledge that resolution of these remaining PTAF Issues through the court system could take many years. Any and all liability and damages resulting from these remaining PTAF Issues, and any and all amounts owed by the County to the City pursuant to the *City of Alhambra* decision for fiscal years 2006-07 through 2011-12, are referred to herein as "County PTAF Liability".

E. The Parties desire to avoid the additional expense, delay and uncertainty that would result from the continuing litigation over the PTAF Issues and have agreed to settle amicably said dispute and any underlying claims and litigation between them including the County PTAF Liability, rather than engage in protracted and costly litigation.

## II. SETTLEMENT TERMS

A. SETTLEMENT PAYMENT. The County, in consideration of the performance of this Agreement by City, shall pay to City and City accepts the total sum of \$\_\_\_\_\_ (the "Settlement Amount") in full satisfaction of the County PTAF Liability and full resolution of the PTAF Dispute, as set forth in Exhibit "A". The Settlement Amount shall be paid by County to City within thirty (30) calendar days after the Effective Date, except that if City has filed a lawsuit against the County then payment

will be made within thirty (30) calendar days after the Dismissal Date, as defined in subparagraph B., below. The payment shall be made by warrant or electronic funds transfer, in accordance with existing payment protocols between County and City. If the City wants to change existing payment protocols with the County then the City shall timely provide to County such information as may be necessary for the remittance of this payment, no later than ten (10) calendar days after the Effective Date.

B. DISMISSAL OF CLAIM AND LAWSUIT, IF ANY. (i) On the Effective Date of this Agreement, if City has filed any claim with the County pertaining to the PTAF Dispute or the County PTAF Liability, such claim shall be deemed settled and released in accordance with this Agreement. (ii) Within fifteen (15) calendar days of the Effective Date of this Agreement, if City has filed any lawsuit pertaining to the PTAF Dispute or the County PTAF Liability, City shall take all necessary steps to dismiss the lawsuit with prejudice, and shall provide to County a file-stamped copy of such dismissal. The date of the County's receipt of the City's proof of dismissal shall be the "Dismissal Date".

C. MUTUAL RELEASES. Each and every Party to this Agreement, on behalf of that Party, and its representatives, trustees, predecessors, successors, assigns, affiliates, subrogors, subrogees, assignees, assignors, subsidiaries, agents, employees, servants, officers, elected official, directors and attorneys ("Releasers") release every other Party to this Agreement and every other Parties' representatives, trustees, predecessors, successors, assigns, affiliates, subrogors, subrogees, assignees, assignors, subsidiaries, agents, employees, servants, officers, elected officials, directors and attorneys ("Releasees") from any and all disputes, damages, actions, causes of action, suits, rights, demands, controversies, entitlement to equitable relief, liabilities, fees, costs, interest and



any other claims, of any nature whatsoever, known or unknown, suspected or unsuspected, whether in tort or in contract or statutory or under any other theory, arising out of, in connection with or relating in any way to the PTAF Dispute and/or the County PTAF Liability.

D. RELEASE OF UNKNOWN CLAIMS / WAIVER OF CIVIL CODE SECTION 1542. Each Party to this Agreement expressly, voluntarily and knowingly waives and relinquishes all rights arising out of, in connection with or relating in any way to the PTAF Dispute or the County PTAF Liability to which it or its Releasors would be entitled now or at any time hereafter under section 1542 of the Civil Code, as against the other Parties to this Agreement and their Releasees, and does so understanding and acknowledging the significance of such specific waiver. Section 1542 of the Civil Code provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Initials

E. ATTORNEYS' FEES AND COSTS. The Parties to this Agreement will each bear their own attorneys' fees and other costs and expenses arising in any way from the PTAF Dispute and/or the County PTAF Liability. To the extent that any Party seeks to enforce this Agreement and a court finds that the position taken by the opposing Party was “without substantial justification,” then attorneys' fees for enforcement of the Agreement

shall be allowable.

F. COMPROMISE. This Agreement is the result of a compromise and settlement of disputed claims, and nothing set forth in it shall be deemed or construed as an admission of any liability by any of the Parties to any of the other Parties or the Releasees.

G. MUTUAL DRAFTING. The Parties, having mutually drafted this Agreement, agree that no Party to the Agreement will be deemed to have been the primary author of this Agreement or any portion of it. The Parties therefore agree that section 1654 of the Civil Code, and other legal principles or laws that call for the construction of ambiguous or uncertain terms against the drafting party shall not apply or be invoked for any purpose whatsoever.

H. NO ASSIGNMENT. The Parties have not assigned any of the claims, demands, or causes of action that are released and discharged under this Agreement.

I. COUNTERPARTS. This Agreement may be executed in several counterparts and by fax copies and, as so executed, will constitute one agreement, binding on the Parties to this Agreement, notwithstanding that such Parties are not signatories to the original or the same counterparts.

J. WARRANTIES OF COMPREHENSION, CONSENT AND AUTHORITY. Each person executing this Agreement warrants that he or she comprehends the terms of this Agreement, and further warrants that he or she is executing this Agreement freely on the advice of the undersigned counsel and that, if signing on behalf of an entity, he or she has the right and authority to execute the Agreement on that entity's behalf.

K. INTEGRATED AGREEMENT. This Agreement is the final expression of the

Parties' agreement with respect to the settlement of the PTAF Dispute and the County PTAF Liability and supersedes all prior written or oral communications between the Parties. The Parties cannot amend, alter, modify, or otherwise change this Agreement, except by a writing executed by all Parties hereto and expressly stating that it is an amendment to this Agreement. The Parties will make no claim, and waive any right they now have or may have, based upon any alleged oral alteration, oral amendment, or oral modification, except as set forth expressly in a written amendment executed as provided in this paragraph.

L. SEVERABILITY. If any provision of the Agreement is held invalid, the remainder of the Agreement shall nevertheless remain in full force and effect in all other circumstances, so long as the essential purpose of the Agreement can still be achieved by both sides to the settlement embodied in this Agreement.

M. BREACH. The Parties agree that this Agreement shall be deemed breached and a cause of action accrued thereon immediately upon the commencement by any Party of any action or proceeding contrary to the terms of this Agreement. In any such action or proceeding this Agreement may be pleaded as a defense, or may be asserted by way of counter-claim or cross-complaint.

N. MISTAKE. The Parties fully understand and declare that if the facts under which this Agreement is executed are found hereafter to be different from the facts now believed by them to be true they assume the risk of such possible differences in facts and hereby agree that this Agreement shall be, and will remain, effective, notwithstanding such differences in facts.

O. INCORPORATION OF RECITALS. The Recitals to this Agreement, stated above, are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates shown below.

DATED: \_\_\_\_\_

CITY OF \_\_\_\_\_  
(name of City or Town)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type or print name)

Its: \_\_\_\_\_  
(type or print title)

DATED: \_\_\_\_\_

COUNTY OF SAN BERNARDINO

By: \_\_\_\_\_  
Gregory C. Devereaux  
Chief Executive Officer

APPROVED AS TO FORM  
JEAN RENE BASLE  
COUNTY COUNSEL

By: \_\_\_\_\_  
Kevin L. Norris  
Deputy County Counsel

Doc # 2A777985

EXHIBIT "A"

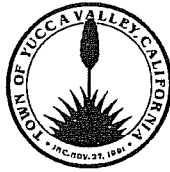
## Property Tax Administrative Fee for Fiscal Years 2006-07 through 2011-12

Entity: TOWN OF YUCCA VALLEY

Tolling Agreement: Yes

Settlement Amount:

Fiscal Year 2006-07	\$18,148.99
Fiscal Year 2007-08	\$43,712.10
Fiscal Year 2008-09	\$35,909.93
Fiscal Year 2009-10	\$36,267.24
Fiscal Year 2010-11	\$32,128.37
Fiscal Year 2011-12	\$32,128.50
Total	\$198,295.13



**TOWN COUNCIL STAFF REPORT**

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Administrative Services Director  
**Date:** March 25, 2013  
**Council Meeting:** April 2, 2013  
**Subject:** Warrant Register: April 2, 2013

**Recommendation:**

Ratify the Warrant Register total of \$ 94,933.41 for checks dated March 21, 2013. Ratify the Payroll Register total of \$ 175,430.41 for checks dated March 15, 2013.

**Order of Procedure:**

- Department Report
- Request Staff Report
- Request Public Comment
- Council Discussion
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call)

**Attachments:**

Payroll Register No. 38 dated March 15, 2013 total of \$ 175,430.41  
Warrant Register No. 43 dated March 21, 2013 total of \$ 94,933.41

Reviewed By:

  
Town Manager

  
Town Attorney

  
Admin. Services

  
Finance

Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Item

**TOWN OF YUCCA VALLEY**  
**PAYROLL REGISTER # 38**  
**CHECK DATE - March 15, 2013**

Fund Distribution Breakdown

**Fund Distribution**

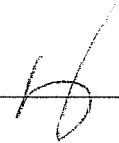
General Fund	\$155,593.19
Gas Tax Fund	11,213.14
Successor Agency	<u>8,624.08</u> **

**Grand Total Payroll**

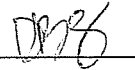
\$175,430.41

**\*\*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 38 - Paid 03/15/2013  
(February 23, 2013 - March 08, 2013)  
Checks: 4629 - 4638

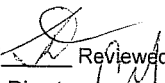


	Employee	Employer	Total
<b><u>Net Employee Pay</u></b>			
Payroll Checks	\$3,690.71		\$3,690.71
Direct Deposit	88,484.50	-	88,484.50
Sub-total	92,175.21		92,175.21
<b><u>Employee Tax Withholding</u></b>			
Federal	18,813.75		18,813.75
Medicare	1,814.04	1,814.04	3,628.08
SDI - EE	-	-	-
State	6,216.91		6,216.91
Sub-total	26,844.70	1,814.04	28,658.74
<b><u>Employee Benefit &amp; Other Withholding</u></b>			
Health Benefit Account Credit	-	-	-
Deferred Compensation	3,320.85	2,214.04	5,534.89
PERS Survivor Benefit	51.00		51.00
Health Café Plan	2,177.70	14,351.36	16,529.06
American Fidelity Pre-Tax	148.86		148.86
American Fidelity After-Tax	97.40		97.40
American Fidelity-FSA	686.20		686.20
PERS EE - Contribution 7%	1,169.89		1,169.89
PERS EE - Contribution 8%	6,494.41		6,494.41
PERS Retirement - Employer	-	1,311.29	1,311.29
PERS Retirement - Employer	-	15,088.02	15,088.02
Wage Garnishment - Employee	402.80		402.80
Life & Disability Insurance		1,054.10	1,054.10
Unemployment Insurance		1,834.76	1,834.76
Workers' Compensation		4,193.78	4,193.78
Sub-total	14,549.11	40,047.35	54,596.46
<b>Gross Payroll</b>	<b>\$133,569.02</b>	<b>\$41,861.39</b>	<b>\$175,430.41</b>
Prepared by P/R & Financial Specialist: <i>[Signature]</i>	Reviewed by H/R & Risk Mgr.: <i>[Signature]</i>		

**WARRANT REGISTER # 43**  
**CHECK DATE - MARCH 21, 2013**

**FUND DISTRIBUTION BREAKDOWN**

Checks # 42347 to # 42409 are valid

GENERAL FUND # 001	\$40,833.91
CENTRAL SUPPLIES FUND # 100	\$3,277.73
CUP DEPOSITS FUND # 200	\$7,727.97
COPS-SLESF FUND # 509	\$64.99
AB2928 TCRP FUND # 513	\$81.54
GAS TAX FUND # 515	\$11,890.88
MEASURE I MAJOR ARTERIAL FUND # 522	\$26,870.96
MEASURE I 2010-2040 FUND # 524	\$4,096.16
CMAQ FUND # 542	\$83.27
CAPITAL PROJECTS RESERVE FUND # 800	\$6.00
<b>GRAND TOTAL</b>	<b><u><u>\$94,933.41</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**  
**March 21, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
001 GENERAL FUND				
	42347	AlSCO/American Linen, Inc.	Uniform Maintenance Expense	\$73.72
	42348	Arrowhead Mountain Water	Office Supplies	196.74
	42349	Debra Breidenbach-Sterling	Safety Forum Mileage Expense	108.88
	42350	Builders Supply-Yucca Valley	Maintenance Supplies	128.22
	42351	C & S Electric	Facilities Maintenance	45.32
	42352	C & S Electric	Facilities Maintenance	229.79
	42353	Companion Animal Clinic	Veterinary Services	962.90
	42355	Cyber Photographics	Recreation Program Expense	80.00
	42356	Americo Demeo	Sports Referee	45.00
	42358	Desert Hot Springs Animal Clinic	Veterinary Professional Svcs.	177.00
	42359	Dept of Justice	Live Scan Services	15.00
	42360	Susan Earnest	Recreation Expense Reimbursement	400.00
	42361	Ed Escalante	Sports Referee	60.00
	42362	Evangelical Free Church	Basketball Program Facility Rental	7,500.00
	42364	Fred's Tires	Fleet Tire Services	950.23
	42365	Fulton Distributing Co.	Shelter Custodial Supplies	276.14
	42366	G & K Propane	Shelter Propane	456.01
	42368	Art Gutierrez	Recreation Instructional Clinic	200.00
	42369	Totalfunds by Hasler	Postage	400.00
	42370	HD Supply Waterworks, LTD	Engineering Office Supplies	888.31
	42371	Hi-Desert Water	Water Service	232.23
	42372	Hi-Desert Publishing	Printing Services	3,621.46
	42373	Inland Empire Stages Unlimited	Adult Trip Services	4,101.00
	42374	Knorr Systems, Inc.	YVHS Pool Maintenance	91.93
	42375	Stephen Lester	Museum Earth Day Event	2,000.00
	42377	Justin Mc Gowen	Sports Referee	135.00
	42378	NRO Engineering	Engineering Services	460.00
	42379	Oasis Office Supply	Office Supplies	340.57
	42380	OnTrac	Delivery Service	7.18
	42381	Pacific Telemanagement Svcs.	Public Phone Service	82.64
	42382	Peak Democracy	Open Town Hall Subscription	2,400.00
	42383	Pool & Spa Center	YVHS Pool Maintenance	133.53
	42384	Pro Security	Facilities Maintenance	130.00
	42385	Rogers,Anderson, Malody & Scott	Single Audit Services	350.00
	42386	Neil Rauschenberg	Recreation Tournament Fee	225.00
	42388	SBCO - Information Services	Radio Access	1,997.40
	42389	SCE	Electric Service	4,814.60
	42390	Simplot Partners, Inc.	Parks Maintenance Supplies	1,830.07
	42391	So. Cal. Gas Co.	Vehicle Fuel	13.46
	42392	Southwest Networks, Inc.	Technology Support/Equip.	2,322.52
	42393	Sprint	Cell Phone Service	5.39
	42397	Trophy Express	Engraving Service	9.18
	42398	Turf Star, Inc.	Parks Equipment Maintenance	24.55
	42399	Valerie's Place	Recreation Event Expense	118.80
	42400	VCA Yucca Valley Animal Hospital	Veterinary Services	148.00
	42401	Verizon	Internet Connection	536.07
	42402	Verizon	Long Distance Phone Service	193.47

**Town of Yucca Valley**

**Warrant Register**

**March 21, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	42403	Valley Independent	Recreation Printing Expense	179.12
	42405	Voyager Fleet Systems, Inc	Natural Gas Vehicle Fuel	148.77
	42406	Walmart Community	Shelter Supplies	518.41
	42407	Woods Auto Repair	Fleet Vehicle Repair & Smog Svs.	341.73
	42408	Yucca Valley Quick Lube	Fleet Maintenance	215.22
	42409	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	13.35
<b>Total 001 GENERAL FUND</b>				<b>\$40,833.91</b>
100 INTERNAL SERVICE FUND				
	42357	Desert Images Office Equipment	Color Copier Overage	\$361.73
	42367	GE Capital Corporation	Town Hall Copier Lease	2,916.00
<b>Total 100 INTERNAL SERVICE FUND</b>				<b>\$3,277.73</b>
200 DEPOSITS FUND				
	42363	FedEx	Delivery Service	\$32.97
	42378	NRO Engineering	Engineering Services	7,688.00
	42379	Oasis Office Supply	Copy Service	7.00
<b>Total 200 DEPOSITS FUND</b>				<b>\$7,727.97</b>
509 COPS-SLESF FUND				
	42395	Time Warner Cable	Paradise Park Sub Station	\$64.99
<b>Total 509 COPS-SLESF FUND</b>				<b>\$64.99</b>
513 AB2928-TCRP FUND				
	42363	FedEx	Delivery Service	\$81.54
<b>Total 513 AB2928-TCRP FUND</b>				<b>\$81.54</b>
515 GAS TAX FUND				
	42347	AlSCO/American Linen, Inc.	Streets Uniform Service	\$26.35
	42350	Builders Supply-Yucca Valley	Maintenance Supplies	9.44
	42354	Crafco, Inc.	Asphalt Supplies	5,546.88
	42371	Hi-Desert Water	Water Service	78.16
	42376	Matich Corporation	Church/Navajo Berm Installation	2,666.74
	42389	SCE	Electric Service	101.34
	42396	Tops n Barricades	Streets Signs & Supplies	190.00
	42404	Volvo Rents, Inc.	Streets Maintenance Rental Expense	3,234.61
	42409	Yucca Valley NAPA Auto Parts, Inc.	Vehicle Maintenance	37.36
<b>Total 515 GAS TAX FUND</b>				<b>\$11,890.88</b>
522 MEASURE I MAJOR ARTERIAL FUND				
	42394	Steiny & Company, Inc.	SR62/247 Project Retention Release	\$26,870.96
<b>Total 522 MEASURE I MAJOR ARTERIAL FUND</b>				<b>\$26,870.96</b>
524 MEASURE I - 2010-2040 FUND				
	42389	SCE	Electric Service	\$4,096.16
<b>Total 524 MEASURE I - 2010-2040 FUND</b>				<b>\$4,096.16</b>

**Town of Yucca Valley**

**Warrant Register**

**March 21, 2013**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
542 CMAQ FUND				
	42363	FedEx	Delivery Service	\$33.27
	42387	SBCO-Clerk/Board of Supervisors	SR 62 Traffic Control Project	50.00
<b>Total 542 CMAQ FUND</b>				<b><u>\$83.27</u></b>
800 CAPITAL PROJECTS RESERVE FUND				
	42379	Oasis Office Supply	Office Supplies	\$6.00
<b>Total 800 CAPITAL PROJECTS RESERVE FUND</b>				<b><u>\$6.00</u></b>
<b>***</b>		<b>Report Total</b>		<b><u><u>\$94,933.41</u></u></b>

## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Jamie Anderson, Town Clerk  
**Date:** March 27, 2013  
**For Council Meeting:** April 2, 2013

**Subject:** Appointments to Parks, Recreation and Cultural Commission and Planning Commission

**Prior Council Review:** Council adopted Ordinance No. 223 amending the terms of the Commissioners to coincide with Council member terms.

**Recommendation:** Council Member Leone nominates members for appointment to the Planning Commission and Parks, Recreation and Cultural Commission.

**Summary:** Each Council Member nominates, subject to ratification by the Council, a member to the Commissions, and acts as liaison to those Commissioners.

**Order of Procedure:**

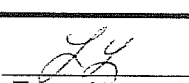
- Department Report
- Request Staff Report
- Request Public Comment
- Council Questions of Staff
- Council Discussion
- Motion/Second
- Discussion on Motion
- Call the Question

**Discussion:** On March 1, 2011 Council adopted Ordinance 223 amending the terms of Commissioners to coincide with the term of the Council Member appointing them. Terms are for 4 years and run February 1st at the beginning of the Member's term to January 31<sup>st</sup>, following the termination of the Members Term. The beginning and ending dates of the Commission terms were amended to allow incoming Council Members time to review their commission appointments and seek applications from potential Commissioners. Council Member Leone was elected to a 20 month term at the Special Election of March 5, 2013

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Reviewed By:

  
Town Manager

  
Town Attorney

  
Mgmt Services

  
Dept Head

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Department Report  
 Consent

Ordinance Action  
 Minute Action

Resolution Action  
 Receive and File

Public Hearing  
 Study Session

The positions have been advertised and posted and applications were received from:

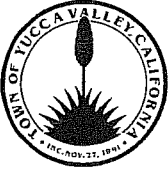
- Curt Duffy                              Planning Commission
- Charles McHenry                      Planning Commission
- Lori Herbel                               Parks, Recreation and Cultural Commission.

for terms expiring on January 31, 2015.

Current Commissioners (Michael Hildebrand – Planning; Jennifer Collins – PRCC) may also be considered for retention.

**Alternatives:** Do not ratify the nominations or make appointments at this time. Seek additional persons to apply.

**Fiscal impact:** None



## TOWN COUNCIL STAFF REPORT

**To:** Honorable Mayor & Town Council  
**From:** Curtis Yakimow, Director of Administrative Services  
**Date:** March 28, 2013  
**For** Council April 2, 2013  
**Meeting:**

**Subject: FY 2013-14 Baseline Budget Update**

**Recommendation:** It is recommended that the Council:

- Receive the updated baseline budget report for the 2013-14 fiscal year, and provide comments, input and direction as appropriate.
- Approve the Agreement of Separation, Severance and General Release in form, and authorize the Town Manager to make non-substantive changes as needed and execute the agreements with the following eligible employees:
  - James Schooler;
  - Janet ("Jamie") Anderson;
  - Lynne Richardson;
  - Linda Wright;
  - Christine Lewis; and
  - Janine Cleveland

**Order of Procedure:**

Staff Report  
 Receive Public Comment  
 Council Discussion/Questions of Staff  
 Motion/Second  
 Discussion on Motion  
 Call the Question  
 Vote

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Reviewed By:      
 Town Manager      Town Attorney      Admin Services      Dept Head

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Department Report      \_\_\_ Ordinance Action      \_\_\_ Resolution Action      \_\_\_ Public Hearing  
 \_\_\_ Consent      \_\_\_ Minute Action       Receive and File      \_\_\_ Study Item



**Discussion:**

The development of the annual spending plan for the Town begins with the Council's Strategic Planning efforts in January and will end with the actual budget adoption on June 4, 2013. Important steps in this critical process include the following:

1. *Strategic Planning Workshop*
2. *Strategic Planning Public Input and Comment*
3. *Town Manager Evaluation and Goal Setting*
4. *Executive Management Team Work Plan Development*
5. *Development of Goals and Objectives*
6. *Team Development of Departmental Budgets*
7. *Executive Management Review of Budget Requests*
8. *Town Manager review/revision of Line Item Budgets*
9. *Council update on Major Initiatives*
10. *Council review of preliminary Budget Plan*
11. *Final Budget Adoption*

Through this process, the annual spending plan is modified and refined through multiple revisions until a spending framework is developed that best addresses the Council's Strategic Plan and accompanying annual work plan, and aligning those plans with available resources, current and future needs, and adequate financial reserves.

In accordance with the Council's desire for multiple public review, input and discussion opportunities, Town staff has revised the traditional budget cycle to accommodate financial discussions earlier in the process. The first budget review was presented in Budget Workshop #1 on February 19, 2013, and included a presentation of the initial baseline budget.

In this second budget update, the budget plan essentially reflects the current operational function of the Town with modifications related to the recently approved Early Retirement Incentive (ERI) program, and other recent organizational changes. The planned organizational changes incorporated into the baseline budget update are reflected as follows:

**Reorganization Summary**

Early Retirement Incentive Program Participants

<u>Position</u>	<u>Change</u>
Director of Community Services	Retirement
Town Clerk	Retirement
Museum Assistant	Retirement
Museum Supervisor	Retirement

Admin Assistant II – Shelter/AC  
Code Compliance Tech

Retirement/Replace  
Retirement/Replace

Reduction in Force Adjustments

<u>Position</u>	<u>Change</u>
Associate Planner	Reduction in Force
Recreation Coordinator (2 FTE)	Reduction in Force
Skilled Maint II – Roads	Resignation/Vacancy
Recreation Supervisor	Filled/Reorganization

Additional Organization Adjustments

As part of the adjustments, the following changes will be made in reporting structure:

- Animal Control will report to the Town Manager
- Community Services will report to the Admin Services Director
- Facilities Maintenance will report to the Deputy Town Manager consolidating facility and park maintenance

Economic Impact of Changes

The Town will attain significant labor cost savings as a result of the organizational changes. Recurring savings from these changes will approach \$700,000 annually and are a result of position elimination and reductions in replacement and benefit costs. Offsetting the long-term cost savings to the Town are one-time expenditures related to separating and severance totaling approximately \$255,000. Final accounting will be known upon the execution of all individual agreements.

Separation Agreements

At the council meeting of March 19, 2013, the Council provided budget authorization in the amount of \$300,000 and direction to the Town Manager to execute the separation agreements with the affected employees, subject to final Council approval. This process is underway in accordance with the various legal timelines and conditions related to such agreements. The recommended action will provide the Town Manager the final authority to make individual, non-substantive changes and execute the agreements as required. Copies of the initial agreements are on file with the Town Clerk, and a sample agreement is provided as an attachment for Council review (Exhibit B).

**Baseline Budget Update (Update changes in bold)**

Assumptions used in baseline budget update

- *No GF contribution to infrastructure.*
- *No COLA – Merit limited to one step.*
- *Incorporation of Other Post Employment Benefit Charge of 3%*
- **6 Positions affected by ERI Program**
- **3 RIF Positions w/ modifications**
- **2% sales tax growth rate**
- *2% property tax growth rate*
- *25% reduction in partnerships*
- **Public safety increase of 3.8%**
- *No election expense provision*

Updated Baseline Budget Results

During the budget workshop, staff will walk through the updated baseline budget summary and provide an overview of the various components and their impacts on the baseline budget. A topline summary of the updated budget follows:

**Revenues**

(In thousand \$ )

<b>Sources</b>	<b>FY 2012-13 Projected</b>	<b>FY 2013-14 Baseline</b>	<b>\$\$ Change</b>	<b>% Change</b>
Property Tax	\$ 4,160	\$ 4,176	\$ 16	0%
Sales Tax	2,957	3,020	63	2%
Franch/TOT	967	973	6	1%
Svc/Other	1,208	841	(367)	-30%
<b>Total</b>	<b>\$ 9,292</b>	<b>\$ 9,010</b>	<b>\$ (282)</b>	<b>-3%</b>

**Expenditures**

(In thousand \$)

<b>Uses</b>	<b>FY 2012-13 Projected</b>	<b>FY 2013-14 Baseline</b>	<b>\$\$ Change</b>	<b>% Change</b>
Personnel	\$ 3,456	\$ 2,815	\$ (641)	-19%
Public Safety	3,610	3,748	138	4%
Supplies & Services	1,922	2,053	131	7%
Partnerships	108	81	(27)	-25%
Capital	403	20	(383)	-95%
<b>Total</b>	<b>\$ 9,499</b>	<b>\$ 8,717</b>	<b>\$ (782)</b>	<b>-8%</b>

**Baseline Budget Surplus (Deficit)**

Based on the tables above, the baseline budget presents a surplus as follows:

Total Revenues	\$9,010
Total Expenditures	<u>8,717</u>
Budget Surplus (Deficit)	\$ 293

**Future Budgetary Considerations**

As previously identified in the key assumptions, the updated baseline budget does not reflect a number of significant priorities of the council. These priorities affirm the recently enacted substantial structural change in the operational and budgetary plan moving forward. Further, without additional revenue sources, the Town will be unable to make significant progress in addressing some these initiatives, many of which are included in the Council's strategic plan. A sample of these needs is summarized as follows:

(In thousand \$)

**Additional Budgetary Requirements**

Public Infrastructure Maintenance	\$ 300
Brehm Park Maintenance	200
PERS Retirement Increases	35
OPEB Contributions	65
<b>Total</b>	<b>\$ 600</b>

### Impact on Baseline Budget Surplus (Deficit)

When looking at the additional budgetary requirements coming in the near future, the projected budget surplus, while positive, remains inadequate to fully fund the many current and future needs of the community. The Town remains in need of a long-term financial solution to address both the backlog and current maintenance needs of its infrastructure assets.

### **Next Steps**

In presenting the updated baseline budget, the objective at this stage is not to address line item issues. Rather the goal is to lay out a high-level summary that identifies the scope of challenges facing the Town in establishing a long-term viable fiscal plan, and to reflect the impact of the changes coming from reorganization. Additionally, as a result of these changes, there will be significant service level impacts on the organization. Accordingly, it will be important for the Town to encourage and solicit input from the community on their priorities moving forward. ***Another opportunity for this input will be the Public Budget Workshop #3, scheduled for this Saturday, April 6, 2013 from 9 – 11 AM.***

The updated baseline budget remains subject to revision, update, refinement and correction as additional information and public input becomes available. Accordingly, over the course of the next month, staff will continue to develop various alternatives and options for the Council's consideration that address these significant fiscal challenges, using the Guiding Principles as established and affirmed by Council in the January Strategic Planning Workshop and the incremental policy guidance provided by the Council on individual components when presented.

**Attachments:**       Exhibit A – FY 2013-14 Updated Baseline Budget Summary  
                              Exhibit B – Agreement of Separation Sample Form

**Exhibit A**

***Town of Yucca Valley***

**Operating Budget**

**FY 2012-13**

**General Fund Summary**

**Town of Yucca Valley**  
**Proposed Budget**  
**FY 2013-14**  
**General Fund Summary**  
**Baseline Budget Update #1**

	FY 2012/13				FY 2013/14 Proposed		
	FY 2010/11 Actual	FY 2011/12 Actual	Amended Budget	Projected	Change from 12/13 Budget	Department Baseline Proposed	Change from PY Budget
<b>Revenues</b>							
Sales Tax	\$ 2,712,111	\$ 2,863,039	\$ 3,100,000	\$ 2,957,000	\$ (143,000)	\$ 3,020,000	\$ (80,000)
Property Tax	2,385,768	4,060,117	4,009,000	4,358,085	349,085	4,176,463	167,463
Vehicle License Funds	97,307	10,533	-	14,000	14,000	15,000	15,000
Franchise/TOT/Interest	1,017,608	1,058,293	1,008,500	967,500	(41,000)	973,500	(35,000)
Community Development	575,109	563,900	825,500	653,650	(171,850)	576,750	(248,750)
Administrative/Other	1,207,235	294,125	251,800	350,250	98,450	148,050	(103,750)
Community Services	211,929	177,250	220,500	190,000	(30,500)	100,000	(120,500)
<b>Total Revenue</b>	<b>8,207,067</b>	<b>9,027,257</b>	<b>9,415,300</b>	<b>9,490,485</b>	<b>75,185</b>	<b>9,009,763</b>	<b>(405,537)</b>
<b>Expenditures</b>							
Personnel Services	3,291,611	3,233,055	3,414,963	3,455,565	40,602	2,815,475	(640,090)
Contract Safety	3,327,192	3,490,351	3,600,711	3,610,000	9,289	3,748,000	138,000
Operating Supplies and Services	2,129,781	2,087,017	2,043,110	2,222,125	179,015	2,052,565	(169,560)
Contracts and Partnerships	136,492	80,500	109,000	108,800	(200)	81,250	(27,550)
Capital Projects/GP Update	47,102	238,473	15,000	403,229	388,229	20,000	(383,229)
<b>Total Expenditures</b>	<b>8,932,178</b>	<b>9,129,396</b>	<b>9,182,784</b>	<b>9,799,719</b>	<b>616,935</b>	<b>8,717,290</b>	<b>(1,082,429)</b>
<b>Other Sources (Uses) of Funds</b>							
Transfer from Other Funds		-		-	-	-	-
Transfer to Capital Projects Fund		(690,460)	-	-	-	-	-
<b>Total Other Sources (Uses) of Funds</b>		<b>(690,460)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Increase (Decrease) in Fund Balance</b>		<b>(792,600)</b>	<b>232,516</b>	<b>(309,234)</b>	<b>(541,750)</b>	<b>292,473</b>	<b>59,957</b>
<b>Beginning Fund Cash Balance</b>		<b>7,469,586</b>	<b>6,676,986</b>	<b>6,676,986</b>		<b>6,367,752</b>	
<b>Ending Fund Balance</b>		<b>6,676,986</b>	<b>6,909,502</b>	<b>6,367,752</b>	<b>(541,750)</b>	<b>6,660,225</b>	<b>(249,277)</b>
<b>Reserve Balance Summary</b>							
Undesignated Reserves		5,286,986	5,519,502	4,290,752	(1,228,750)	4,633,225	342,473
Non-Cash Reservations		350,000	350,000	777,000	427,000	727,000	(50,000)
Vehicle & Equipment		-	-	-	-	-	-
Risk Management		165,000	165,000	200,000	35,000	200,000	-
Catastrophic		800,000	800,000	1,000,000	200,000	1,000,000	-
Other		75,000	75,000	100,000	25,000	100,000	-
<b>Ending Fund Balance</b>		<b>\$ 6,676,986</b>	<b>\$ 6,909,502</b>	<b>\$ 6,367,752</b>	<b>\$ (541,750)</b>	<b>\$ 6,660,225</b>	<b>\$ 292,473</b>
<b>Operating Reserves</b>		<b>58%</b>	<b>60%</b>	<b>44%</b>	<b>-16%</b>	<b>53%</b>	<b>-7%</b>

Town of Yucca Valley  
Proposed Budget  
FY 2013-14  
Baseline Budget Update #1  
Revenue Detail

Acct	Revenue Description	Actual 10/11	Actual 11/12	Amended FY 12/13	% Var 11/12 Act	Projected FY 12/13	% Var 12/13 Bdgt	Proposed FY 13/14	% Var 12/13 Prj
<b>Property Tax</b>									
7979	Prop Tax Admin Fee	(65,696)	0	\$ (65,000)	#DIV/0!	\$ 163,000	-351%	\$ (35,000)	-121%
4111	Property Tax-Secured/Unsecured	2,339,724	2,348,830	2,400,000	2%	2,467,435	3%	2,516,783	2%
4112	Prop Tax-Supp Sec'd/Unsec'd	32,072	25,588	20,000	-22%	15,000	-25%	30,000	100%
4114	Property Tax Penalties	8,929	6,483	10,000	54%	5,000	-50%	7,500	50%
4115	Property Transfer Tax	38,347	45,222	35,000	-23%	27,000	-23%	38,000	41%
4116	HOPTR	32,392	32,592	34,000	4%	28,000	-18%	29,000	4%
4117	Vehicle In Lieu Property	1,573,407	1,570,696	1,575,000	0%	1,559,000	-1%	1,590,180	2%
4119	RPTTF-Property Tax		30,706	0	-100%	93,650	#DIV/0!	0	-100%
	<b>Sub-total Prop Tax</b>	<b>2,385,768</b>	<b>4,060,117</b>	<b>4,009,000</b>	<b>-1%</b>	<b>4,358,085</b>	<b>9%</b>	<b>4,176,463</b>	<b>-4%</b>
<b>Sales Tax/VLF Revenue</b>									
4120	1% Local Tax	2,712,111	2,863,039	3,100,000	8%	2,957,000	-5%	3,020,000	2%
4805	Vehicle License Fees	97,307	10,533	0	-100%	14,000	#DIV/0!	15,000	7%
	<b>Sub-total State/County Subvention</b>	<b>2,809,418</b>	<b>2,873,572</b>	<b>3,100,000</b>	<b>8%</b>	<b>2,971,000</b>	<b>-4%</b>	<b>3,035,000</b>	<b>2%</b>
<b>Franchise/TOT/Interest Revenues</b>									
4150	Franchise Fees	778,255	809,736	795,000	-2%	760,000	-4%	750,000	-1%
4815	Article 19 WDA	40,088	32,762	38,000	16%	50,000	32%	40,000	-20%
4135	TOT Permit Fee	0	0	0	0%	0	0%	0	0%
4140	Transient Occupancy Tax	164,614	188,392	160,000	-15%	135,000	-16%	165,000	22%
4610	Money Market Interest	230	206	500	143%	500	0%	500	0%
4611	LAIF Interest	34,421	27,197	15,000	-45%	22,000	47%	18,000	-18%
	<b>Sub-total Franchise/TOT/Interest</b>	<b>1,017,608</b>	<b>1,058,293</b>	<b>1,008,500</b>	<b>-5%</b>	<b>967,500</b>	<b>-4%</b>	<b>973,500</b>	<b>1%</b>
<b>Administrative Revenues</b>									
4250	Business Registration	37,759	39,382	55,000	40%	51,000	-7%	50,000	-2%
4402	Election Fees	2,095	0	3,500	#DIV/0!	0	100%	0	#DIV/0!
4403	Notary Fees	280	60	300	400%	300	0%	300	0%
4404	Passport Fees	3,300	1,625	2,500	54%	2,000	-20%	2,000	0%
4320	County Fines/Forfeitures	5,907	6,580	8,000	22%	10,000	25%	10,000	0%
4330	Parking Citations	0	6,211	3,500	100%	500	-86%	500	0%
4340	Booking Fees	389	393	500	27%	250	-50%	250	0%
4621	Lease/Rents of Bldgs	24,000	24,000	30,000	25%	30,000	0%	32,000	7%
4820	County Reimbursement	7,572	0	0	#DIV/0!	0	0%	0	0%
4829	OES Reimbursement- FEMA		104,458	0	-100%	0		0	
4830	State Reimbursement	0	29,944	0	0%	0	0%	0	0%
4831	Mandates/MUSD Reimb	6,984	25,075	25,000	0%	0	100%	25,000	#DIV/0!
4840	Sale Of Town Assets	940,000	0	0	#DIV/0!	5,000	#DIV/0!	0	-100%
4870	Grant Revenue 05-07	0	8,920	70,000	100%	10,000	-86%	0	100%
4870	Grant Revenue 25-01	74,123	42,367	17,000	-60%	35,000	106%	10,000	-71%
4950	Other Miscellaneous Revenue	771	(1,690)	20,000	-1283%	200,000	900%	10,000	-95%
4990	Reimb of Operating Expenses	103,255	0	10,000	#DIV/0!	0	-100%	2,000	#DIV/0!
4340	Vehicle Impound Fee	800	6,800	6,500	-4%	6,200	-5%	6,000	-3%
4999	Transfers In	0	0	0	0%	0	0%	0	0%
	<b>Sub-total Administrative</b>	<b>1,207,235</b>	<b>294,125</b>	<b>251,800</b>	<b>-14%</b>	<b>350,250</b>	<b>39%</b>	<b>148,050</b>	<b>-58%</b>



**Town of Yucca Valley  
Proposed Budget  
FY 2013-14  
Baseline Budget Update #1  
Revenue Detail**

Acct	Revenue Description	Actual 10/11	Actual 11/12	Amended FY 12/13	% Var 11/12 Act	Projected FY 12/13	% Var 12/13 Bdgt	Proposed FY 13/14	% Var 12/13 Prj
<b>Community Services</b>									
4501	Recreation Revenue	165,494	138,203	175,000	27%	150,000	-14%	75,000	-50%
4501	Museum Gift Shop-4052	10,836	11,319	17,500	55%	15,000	-14%	0	-100%
4501	Museum-Revenue	4,594	(9,037)	3,000	-133%	1,000	100%	0	-100%
4620	Facility Rentals	27,261	29,717	25,000	-16%	22,000	-12%	25,000	14%
4902	Donations - Museum	3,744	7,048	0	-100%	2,000	0%	0	0%
	<b>Sub-total Com Services</b>	<b>211,929</b>	<b>177,250</b>	<b>220,500</b>	<b>24%</b>	<b>190,000</b>	<b>-14%</b>	<b>100,000</b>	<b>-47%</b>
<b>Community Development</b>									
4310	Administrative Citation Fee	0	21,569	0	-100%	55,000	#DIV/0!	45,000	-18%
4421	Planning Miscellaneous	6,494	5,249	12,000	129%	10,000	-17%	10,000	0%
4440	Abatement Related Fees	10,050	34,402	40,000	16%	33,000	-18%	15,000	-55%
4460	Gen Plan Maintenance Fee	1,538	1,156	5,000	333%	8,000	60%	1,000	-88%
4461	Building Inspection Fees	117,785	114,415	355,000	210%	200,000	-44%	127,500	-36%
4462	Plan Check Fees	91,090	28,622	40,000	40%	40,000	0%	60,000	50%
4463	SMIP - Residential	91	15	250	1567%	250	0%	250	0%
4464	SMIP - Commercial	22	1	500	49900%	500	0%	500	0%
4465	Cert of Compliance-MUSD Reim	1,135	150	500	233%	250	-50%	500	100%
4466	Electronic Archive fee	441	143	500	250%	0	100%	0	#DIV/0!
4481	Engineering Fees	0	9	250	100%	250	0%	500	100%
4483	Encroachment - Public Improvml	861	6,545	2,500	-62%	1,200	-52%	1,000	-17%
4484	Encroachment - Utilities	6,120	2,989	2,500	-16%	2,500	0%	1,000	-60%
	<b>Sub-total Com Development</b>	<b>235,627</b>	<b>215,265</b>	<b>459,000</b>	<b>113%</b>	<b>295,950</b>	<b>-36%</b>	<b>217,250</b>	<b>-27%</b>
<b>Animal Control/Shelter</b>									
4210	Commercial Permit - Generic	390	390	500	28%	500	0%	500	0%
4230	License Fees-Dogs	21,060	24,006	25,000	4%	20,000	-20%	20,000	0%
4350	Impound Fees-Dog/Cat Pickup	10,376	12,924	9,000	-30%	10,000	11%	10,000	0%
4418	Administrative Hearing Fee	0	1,501	500	100%	500	0%	500	0%
4419	Quarantine Fees	45	45	0	-100%	0	100%	0	#DIV/0!
4422	Potentially Dangerous	80	80	0	-100%	0	0%	0	0%
4424	Euthanasia Fees	1,175	665	500	-25%	3,000	500%	2,000	-33%
4425	Humane Trap Fees	325	105	0	-100%	0	100%	0	#DIV/0!
4427	Boarding Fee	1,295	5,160	1,000	-81%	1,200	20%	1,000	-17%
4428	Adoptions	21,547	30,498	20,000	-34%	22,000	10%	22,000	0%
4429	Disposal Fee	510	390	500	28%	1,000	100%	1,000	0%
4430	Turn In Fees	1,696	4,432	2,000	-55%	2,500	25%	2,500	0%
4432	Town Veterinary Fees	519	3,699	2,500	-32%	0	100%	0	#DIV/0!
4820	County Reimbursement	280,464	268,431	305,000	14%	295,000	-3%	300,000	2%
4904	Donations	0	(3,691)	0	0%	2,000	100%	0	-100%
	<b>Sub-total Animal Control/Shelter</b>	<b>339,482</b>	<b>348,635</b>	<b>366,500</b>	<b>5%</b>	<b>357,700</b>	<b>-2%</b>	<b>359,500</b>	<b>1%</b>
	<b>Total Revenue</b>	<b>\$ 8,207,067</b>	<b>\$ 9,027,257</b>	<b>\$ 9,415,300</b>	<b>4.30%</b>	<b>\$ 9,490,485</b>	<b>0.80%</b>	<b>\$ 9,009,763</b>	<b>-5.07%</b>

**Town of Yucca Valley**  
**Proposed Budget**  
**FY 2013-14**

**BASELINE BUDGET UPDATE #1**

Acct.	Description	2010-11 Year-end Actual	2011-12 Adopted Budget	2011-12 Year-end Actuals	2012-13 Adopted Budget	% Var from PY YE Act	2012-13 Projection	Department Baseline	
								2013-14 Proposed Budget	% Var fr Adopted Budget
<b>Expenditure Summary by Category</b>									
	Personnel Services	3,291,611	3,272,489	3,233,055	3,414,963	6%	3,455,565	2,815,475	-18%
	Operating Supplies and Services	2,129,781	2,115,786	2,087,017	2,043,110	-2%	2,222,125	2,052,565	0%
	Contract Safety	3,327,192	3,429,500	3,490,351	3,600,711	3%	3,610,000	3,748,000	4%
	Partnerships	136,492	82,000	80,500	109,000	35%	108,800	81,250	-25%
	Capital Projects	47,102	711,500	238,473	15,000	-94%	403,229	20,000	33%
	<b>Total</b>	<b>8,932,178</b>	<b>9,611,275</b>	<b>9,129,396</b>	<b>9,182,784</b>	<b>1%</b>	<b>9,799,719</b>	<b>8,717,290</b>	<b>-5%</b>

**Expenditure Summary by Department**

	Town Council	103,467	90,672	86,533	86,309	0%	75,394	98,800	14%
	Town Manager	631,716	562,100	580,228	540,348	-7%	893,485	555,100	3%
	Legal Counsel	166,367	135,000	186,774	140,000	-25%	150,000	150,000	7%
	Administrative Services	728,464	847,672	823,643	763,682	-7%	832,325	752,000	-2%
	Community Services	2,076,723	2,060,483	1,980,391	2,121,362	7%	1,082,959	1,752,110	-17%
	Community Development	847,406	1,492,758	941,686	1,076,640	14%	2,031,661	727,780	-32%
	Public Works	729,073	732,090	579,971	609,782	5%	874,695	668,300	10%
	Contract Safety	3,327,192	3,429,500	3,490,351	3,600,711	3%	3,610,000	3,748,000	4%
	Interdepartmental	321,771	261,000	459,819	243,950	-47%	249,200	265,200	9%
	<b>Total</b>	<b>8,932,178</b>	<b>9,611,275</b>	<b>9,129,396</b>	<b>9,182,784</b>	<b>1%</b>	<b>9,799,719</b>	<b>8,717,290</b>	<b>-5%</b>

**Town of Yucca Valley**  
**Proposed Budget**  
**FY 2013-14**

**BASELINE BUDGET UPDATE #1**

Acct.	Description	2010-11 Year-end Actual	2011-12 Adopted Budget	2011-12 Year-end Actuals	2012-13 Adopted Budget	% Var from PY YE Act	2012-13 Projection	Department Baseline	
								2013-14 Proposed Budget	% Var fr Adopted Budget
<b>Departmental Summary</b>									
Town Council		103,467	90,672	86,533	86,309	0%	75,394	98,800	14%
Legal Counsel		166,367	135,000	186,774	140,000	-25%	150,000	150,000	7%
Contract Safety		3,327,192	3,429,500	3,490,351	3,600,711	3%	3,610,000	3,748,000	4%
Interdepartmental		321,771	261,000	459,819	243,950	-47%	249,200	265,200	9%
<b>Town Manager</b>									
05-01	Town Manager	337,378	258,263	278,215	222,633	-20%	566,555	254,650	14%
05-07	Disaster Preparedness	6,376	2,350	1,263	2,700	114%	3,200	4,700	74%
05-08	Information Services	121,859	138,000	148,634	146,000	-2%	169,000	146,000	0%
05-09	Recycling & Solid Waste	53,992	55,500	51,539	51,500	0%	51,500	52,000	1%
10-12	Town Clerk	112,111	107,987	100,577	117,516	17%	103,230	97,750	-17%
	<b>Total Town Manager</b>	<b>631,716</b>	<b>562,100</b>	<b>580,228</b>	<b>540,348</b>	<b>-7%</b>	<b>893,485</b>	<b>555,100</b>	<b>3%</b>
<b>Administrative Services</b>									
10-10	Finance	330,369	470,591	486,234	460,522	-5%	506,455	418,000	-9%
10-11	Human Resources/Risk Mgt	398,095	377,081	337,409	303,160	-10%	325,870	334,000	10%
	<b>Total Administrative Services</b>	<b>728,464</b>	<b>847,672</b>	<b>823,643</b>	<b>763,682</b>	<b>-7%</b>	<b>832,325</b>	<b>752,000</b>	<b>-2%</b>
<b>Community Services</b>									
40-01	Community Services Admin	358,231	281,397	285,775	278,016	-3%	291,240	117,450	-58%
40-20	Recreation	374,462	404,694	370,410	415,165	12%	395,719	330,980	-20%
40-21	Museum	243,776	267,657	258,670	268,129	4%	271,500	106,590	-60%
40-23	Community Relations	20,834	39,650	29,891	21,700	-27%	15,700	14,800	-32%
40-45	Animal Shelter	382,506	518,983	475,242	519,792	9%	513,685	552,610	6%
40-54	Animal Control	246,611	178,442	198,878	214,894	8%	231,230	232,205	8%
40-55	Facilities Maintenance	313,810	287,660	281,024	294,665	5%	295,105	316,225	7%
41-40	Community Partnerships	136,492	82,000	80,500	109,000	35%	108,800	81,250	-25%
	<b>Total Community Services</b>	<b>2,076,723</b>	<b>2,060,483</b>	<b>1,980,391</b>	<b>2,121,362</b>	<b>7%</b>	<b>2,122,979</b>	<b>1,752,110</b>	<b>-17%</b>
<b>Community Development</b>									
50-01	Comm Dev Admin	213,652	170,022	166,527	167,640	1%	164,941	175,725	5%
50-50	Planning	155,567	740,061	371,842	196,187	-47%	552,672	92,750	-53%
50-51	Engineering	202,722	197,680	262,375	234,331	-11%	262,085	294,070	25%
50-52	Code Compliance	119,115	203,795	33,646	212,232	531%	152,099	61,685	-71%
50-53	Building & Safety	156,350	181,200	107,296	266,250	148%	154,950	103,550	-61%
	<b>Total Community Development</b>	<b>847,406</b>	<b>1,492,758</b>	<b>941,686</b>	<b>1,076,640</b>	<b>14%</b>	<b>1,286,746</b>	<b>727,780</b>	<b>-32%</b>
<b>Public Works</b>									
55-01	Public Works Admin	68,007	74,166	45,693	54,250	19%	50,400	39,250	-28%
55-57	Fleet Maintenance	86,072	133,000	75,737	101,100	33%	101,000	100,600	0%
55-58	Parks Maintenance	411,462	524,924	458,541	454,432	-1%	428,190	528,450	16%
55-59	Streets Operations (GF)	163,532	0	0	0	0%	0	0	#DIV/0!
	<b>Total Public Works</b>	<b>729,073</b>	<b>732,090</b>	<b>579,971</b>	<b>609,782</b>	<b>5%</b>	<b>579,590</b>	<b>668,300</b>	<b>10%</b>
<b>Total</b>		<b>8,932,178</b>	<b>9,611,275</b>	<b>9,129,396</b>	<b>9,182,784</b>	<b>1%</b>	<b>9,799,719</b>	<b>8,717,290</b>	<b>-5%</b>

**Exhibit B**

***Town of Yucca Valley***

**Agreement of Separation, Severance and General Release**

**Sample Form**



**AGREEMENT OF SEPARATION, SEVERANCE AND GENERAL RELEASE**

**1. PARTIES**

This Agreement of Separation, Severance and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the TOWN OF YUCCA VALLEY, a municipal corporation (hereinafter referred to as "THE TOWN") and \_\_\_\_\_ (hereinafter referred to as the "EMPLOYEE").

**2. RECITALS**

2.1 EMPLOYEE was hired by THE TOWN in the position of \_\_\_\_\_ pursuant to the Offer Letter made effective \_\_\_\_\_ which is attached hereto as Exhibit "A." EMPLOYEE is currently \_\_\_\_years and \_\_\_\_ months old.

2.2 EMPLOYEE is being separated from THE TOWN as a result of voluntary compensated resignation. THE TOWN and EMPLOYEE wish to document the compensation received for the resignation which will allow for a smooth transition for EMPLOYEE and an amicable employment separation. THE TOWN has offered, and EMPLOYEE has accepted, paid severance compensation in exchange for resignation and a general release of all claims. This AGREEMENT is therefore entered into by THE TOWN and EMPLOYEE to document the parties' agreement and understanding regarding the terms of EMPLOYEE's separation from THE TOWN. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE TOWN and EMPLOYEE by means of EMPLOYEE's separation, with this AGREEMENT setting forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with THE TOWN and any obligations related thereto.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges EMPLOYEE has been advised of EMPLOYEE's post employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

**3. CONSIDERATION**

3.1 In exchange for the waivers and releases set forth herein, THE TOWN shall pay EMPLOYEE total sum of \$ \_\_\_\_\_ including any vacation or comp time accrual. (See Exhibit B). In addition, THE TOWN shall pay the EMPLOYEE'S actual medical benefit costs for twelve (12) months from the date of separation. This Separation shall be effective \_\_\_\_\_ (the "SEPARATION DATE"). At such time, EMPLOYEE is relieved of all duties and responsibilities and shall not report to work or otherwise act for or on behalf of THE TOWN.

3.2 In exchange for the sum paid provided for in Section 3.1, above, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE TOWN, and each of its predecessors,

successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter collectively referred to as "THE TOWN PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including the SEPARATION DATE (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of contract or any other agreement of employment, any demand for wages, overtime, benefits or unemployment insurance, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

3.3 The releases set forth above in Section 3.2 of this AGREEMENT are general releases of all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever as described therein and are intended to encompass all known and unknown, foreseen and unforeseen claims that EMPLOYEE may have against THE TOWN PARTIES, or any of them; provided, however, that nothing contained herein shall purport to waive or otherwise affect any of EMPLOYEE's rights or claims that may arise after EMPLOYEE signs this AGREEMENT and it becomes effective, or to waive or release any claims which may not be released pursuant to applicable law. It is further understood by the parties that nothing in this AGREEMENT shall affect EMPLOYEE's right to workers' compensation or unemployment benefits, or any rights EMPLOYEE may have under any Pension Plan and/or Savings Plan (i.e., 457 plan) provided by THE TOWN as of the SEPARATION DATE, such items to be governed exclusively by the terms of the applicable plan documents.

3.4 EMPLOYEE and THE TOWN agree that the EMPLOYEE's separation from employment by THE TOWN has been settled to the mutual satisfaction of all parties and all parties agree to refrain from publicly commenting on this matter to avoid the possibility of media accounts that misstate or differ from the terms or spirit of this Agreement. All parties acknowledge this AGREEMENT is a public document; however, no other statements shall be released by any PARTY to the public regarding the merits of any claim or potential claim by any party against any

other party unless compelled by law. The only public statement made by the parties regarding any other party is a recital of the fact that EMPLOYEE has left employment with THE TOWN under the terms of this Agreement. The parties agree that they shall not, collectively or individually, make any disparaging, uncomplimentary or negative remarks including expressions of their personal views, opinions or judgments about any other PARTY hereto, or about THE TOWN, its elected officials, officers, agents, attorneys and employees, related to this Agreement or EMPLOYEE's employment.

4. **SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights EMPLOYEE may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE and EMPLOYEE, by this writing, has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT, and either has been advised by legal counsel or does not need additional time to review and consider this AGREEMENT;

(b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of the waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) calendar days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one calendar (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the SEPARATION DATE;

(e) EMPLOYEE has seven (7) calendar days following EMPLOYEE's execution of this AGREEMENT to revoke the AGREEMENT; and

(f) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE TOWN pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Separation, Severance and General Release."

Employee acknowledges by his/her signature that he fully understands his right to discuss this waiver with legal counsel, that he/she has carefully read and fully understands the waiver, and that he/she is voluntarily agreeing to waive any claims that he/she has or may have under the age discrimination in employment act, the older workers benefit protection act, and any other laws prohibiting age discrimination in employment arising from or related or attributable to the parties' allegations or claims.

## 5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

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

EMPLOYEE, being aware of section 1542, hereby expressly waives any and all rights that EMPLOYEE may have thereunder, as well as under any other statute or common law principles of similar effect under the laws of any state or the United States. This AGREEMENT shall act as a general release of all claims, whether such claims are currently known or unknown, foreseen or unforeseen including, without limitation, any claims for damages resulting from any acts or omissions which occurred on or before the date of this AGREEMENT. Thus, notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of THE TOWN PARTIES, EMPLOYEE expressly acknowledges that this AGREEMENT is intended to include in its effect, without limitation, all released claims which EMPLOYEE does not know or suspect to exist in EMPLOYEE's favor at the time of execution hereof, and that this AGREEMENT contemplates the extinguishment of all such released claims.

## 6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

## 7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1 Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this



AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge they have been represented or could have been represented by counsel of their own choice in the negotiation of this AGREEMENT; they have read this AGREEMENT; they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so; and they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4 Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or any fact was concealed from it, or its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5 Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against any of THE TOWN PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6 Indemnification: EMPLOYEE agrees to indemnify and hold harmless each and all of THE TOWN PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold each and all of THE TOWN PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7 Employment Inquiries and/or References: The parties agree that THE TOWN shall respond to all oral reference requests by giving only dates of employment, positions held, and duties performed. THE TOWN will comply with all laws relative to the maintenance and confidentiality of EMPLOYEE's personnel file.

7.8 Return of Confidential Information and Property; Non-Disclosure of Confidential Information: At or before the SEPARATION DATE, EMPLOYEE shall submit a written inventory of, and return to Human Resources, all keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE TOWN. EMPLOYEE shall also be entitled to work with Human Resources to obtain all personal items left at THE TOWN by EMPLOYEE. In addition, throughout EMPLOYEE's employment with THE TOWN, EMPLOYEE may have been the recipient of and may have generated sensitive, personnel and other confidential information ("CONFIDENCES"). Unless otherwise required by law, EMPLOYEE shall not disclose any of those CONFIDENCES, or portions thereof.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against any of THE TOWN PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the SEPARATION DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against any of THE TOWN PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith.

7.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by THE TOWN or EMPLOYEE of any liability, fault or wrongdoing of any kind. The parties each deny any liability in connection with any claim and intend hereby solely to avoid potential claims and/or litigation and buy their peace.

8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.6 Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.7 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.8 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

8.9 AGREEMENT Jointly drafted. This AGREEMENT has been jointly negotiated and drafted by the parties. The language in this AGREEMENT shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE TOWN.

**As to THE TOWN:**

Town Manager  
57090 Twentynine Palms Highway,  
Yucca Valley, CA 92284

With copy to: Lona Laymon, Esq.,  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, California 92612

BY SIGNING BELOW, EMPLOYEE certifies that EMPLOYEE has read and understands all of this AGREEMENT, has received any advice or counsel EMPLOYEE deems necessary regarding this AGREEMENT, and is entering into this AGREEMENT freely and voluntarily, intending to be bound by its terms.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE BY EMPLOYEE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: \_\_\_\_\_  
\_\_\_\_\_ EMPLOYEE

Dated: \_\_\_\_\_  
\_\_\_\_\_ Town Manager

**ATTEST:**

\_\_\_\_\_  
Town Clerk