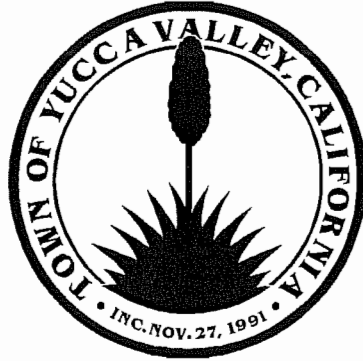


**TOWN OF YUCCA VALLEY
SPECIAL TOWN COUNCIL MEETING**



*The Mission of the Town of Yucca Valley is to
provide a government that is responsive to its citizens
to ensure a safe and secure environment
while maintaining the highest quality of life.*

**TOWN COUNCIL: 6:00 p.m.
TUESDAY, DECEMBER 9, 2014
YUCCA VALLEY COMMUNITY CENTER
YUCCA ROOM
57090 - 29 PALMS HIGHWAY
YUCCA VALLEY, CALIFORNIA 92284**

* * * *

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

* * * *

TOWN ADMINISTRATIVE OFFICE:
760-369-7207
www.yucca-valley.org

**AGENDA
SPECIAL MEETING OF THE
TOWN OF YUCCA VALLEY COUNCIL
TUESDAY, DECEMBER 9, 2014
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, and any additional documents submitted to the majority of the Town Council, are available for public view in the Town Hall lobby and with respect to the staff agenda packet, on the Town's website, 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. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at 760-369-7209 ext. 226.

If you wish to comment on any subject on the agenda, or any subject not on the agenda during public comments, please fill out a card and give it to the Town Clerk. The Mayor/Chair will recognize you at the appropriate time. Comment time is limited to 3 minutes.

(WHERE APPROPRIATE OR DEEMED NECESSARY, ACTION MAY BE TAKEN ON ANY ITEM LISTED IN THE AGENDA)

OPENING CEREMONIES

CALL TO ORDER

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

OPENING CEREMONIES

PLEDGE OF ALLEGIANCE

INVOCATION- Led by Bishop Mark Jeuschke, The Church of Jesus Christ of Latter-Day Saints, Yucca Valley Stake

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. State of the Town Address
2. Employee of the Quarter

APPROVAL OF AGENDA

Action: Move _____ 2nd _____ Vote _____.

CONSENT AGENDA

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 before the consent calendar is called.

- 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.

- 1-6 4. Certification of November 4, 2014 Election Results, Resolution

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, CONFIRMING AND CERTIFYING THE NOVEMBER 4, 2014 ELECTION RESULTS

Recommendation: Adopt the Resolution confirming and certifying November 4, 2014 election results

- 7-33 5. Library Lease Amendment – Exercise of 6th Option to Extend with Additional Options to Extend

Recommendation:

- Approve the sixth amendment to the library lease agreement between the Town and the County at a rate of \$2,125 per month for the time period of February 1, 2015 – January 31, 2016, and at a rate of \$2,288 per month for the time period of February 1, 2016 – January 31, 2017, and
- Approve the inclusion of two (2) additional two-year options to further extend the lease agreement beyond January 31, 2017, and authorize the Mayor and Town Manager to sign all necessary documents.

- 34-36 6. 2015 Point-in-Time Count

Recommendation: Receive and file this informational report about the 2015 Point-in-Time Count project and authorize the expenditure of \$500 to Morongo Basin Haven who is spearheading the Point-in-Time Count project within the Morongo Basin.

- 37-40 7. Records Retention Policy Compliance
Authorization to Purge Records

Recommendation: Approve continuing compliance with the Town's Records Retention Policy and authorizes the purging of out-of-date records in accordance with California Government Code and the Town's Resolution No. 04-14.

- 41-53 8. Warrant Register

Recommendation: Ratify the Payroll Registers Total of \$271,860.60 for checks dated November 7, 2014 and November 21, 2014, and ratify the Warrant Registers total of \$1,301,612.88 for checks dated November 13, 2014 and November 26, 2014

Recommendation: Adopt Consent Agenda (items 3-8)

Action: Move _____ 2nd _____ Vote _____

REORGANIZATION OF TOWN COUNCIL

9. Oath of Office to Newly Elected Council Members (verbal)

- 54-54 10. Selection of Mayor- Town Clerk to Accept Nominations for Mayor

Recommendation: Nominate a Council Member to serve as Mayor for 2015.

Action: Move _____ 2nd _____ Vote _____

11. Selection of Mayor Pro Tem- Mayor to Accept Nominations for Mayor Pro Tem for 2015 (verbal)

Recommendation: Nominate a Council Member to serve as Mayor Pro Tem for 2015.

Action: Move _____ 2nd _____ Vote _____

12. Presentations to outgoing Mayor and Council Member (verbal)

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

13. Council Member
14. Council Member
15. Council Member
16. Mayor Pro Tem
17. Mayor

ANNOUNCEMENTS

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

The Town Council will meet for its next regularly scheduled meeting of Tuesday, December 16, 2014, at 6:00 p.m. in the Yucca Valley Community Center Yucca Room

ADJOURNMENT

Yucca Valley Town Council

Meeting Procedures

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

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

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

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

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

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

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

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

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

ACRONYM LIST

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

Town Council Committee Assignments

COMMITTEE	REPRESENTATIVE	MEETING SCHEDULE	LOCATION
CITY / COUNTY ANIMAL SERVICES JPA	Huntington Lombardo	12:00 pm. Last Thursday	Yucca Valley
DESERT SOLID WASTE JPA	Huntington Lombardo (Alt)	10:00 a.m. 2 nd Thursday Feb, May, Aug, Nov	Victorville
LEAGUE OF CALIFORNIA CITIES DESERT MOUNTAIN DIVISION	Lombardo Rowe (Alt)	10:00 a.m. 4 th Friday- Quarterly	Varies
LEAGUE OF CALIFORNIA CITIES LEGISLATIVE DELEGATE	Mayor		
LEGISLATIVE TEAM	Huntington Rowe	Proposed for Council Members to work with Town Manager meeting with legislators when necessary	
HOMELESS PARTNERSHIP (SBCO) AND INTERAGENCY COUNCIL ON HOMELESSNESS	Leone Lombardo (Alt)	9:00 a.m. 4 th Wednesday	San Bernardino
MEASURE I	Huntington Rowe (Alt)	9:30 a.m. 3 rd Friday	Apple Valley
MORONGO BASIN TRANSIT AUTHORITY	Abel Leone Rowe (Alt)	5:00 p.m. 4 th Thursday	Joshua Tree
MOJAVE AIR QUALITY DISTRICT	Leone Rowe (Alt)	10:00 a.m. 4 th Monday	Victorville
SANBAG	Huntington Rowe (Alt)	10:30 a.m. 1 st Wednesday	San Bernardino
SPORTS COUNCIL	Huntington	6:30 p.m. 2 nd Monday March, June, Sept	Yucca Valley

Ad Hoc Committee Assignments

COMMITTEE	REPRESENTATIVES
AUDIT	
BREHM PARK	Abel Lombardo
COUNCIL RULES AND PROCEDURES	Huntington Lombardo
COUNTY BUDGET	Huntington Rowe
MORONGO UNIFIED SCHOOL DISTRICT	Rowe
ONLINE VIDEO	Huntington Evans (PRCC)
RDA BONDS	Leone Rowe
SENIOR HOUSING	Huntington Rowe Drozd (PC) Whitten (PC)
SEWER FINANCING	Rowe Leone
SUBDIVISION	Huntington Leone

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Lesley Copeland, Town Clerk
Date: December 1, 2014
For Council Meeting: December 9, 2014

Subject: Certification of November 4, 2014 Election Results

Recommendation: That the Town Council adopts the Resolution confirming and certifying the November 4, 2014 election results.


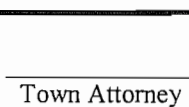
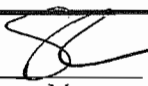

Order of Procedure:

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

Discussion:

The Town of Yucca Valley contracts election services with the San Bernardino County Registrar of Voters. The Registrar of Voters is required to certify and forward the election results to each of the agencies it provides services for. Each jurisdiction must take formal action to accept the election results. The Certified Election Results for the 2014 Statewide General Election includes the following vote count for the seat of Yucca Valley Town Council Member.

<u>Candidate</u>	<u>Votes</u>
Rick Denison	2,322
Merl R. Abel	2,157
Robert "Bob" Leone	1,631
Lori Herbel	1,501
Jeff Drozd	1,295
M. Ronald Cohen	1,148
Susan Simmons	701
Charles McHenry	422
Bryan Dean Watson	230

Reviewed By:				
	Town Manager	Town Attorney	Finance Manager	Town Clerk

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

In accordance with the certification, Rick Denison, Merl R. Abel, and Robert "Bob" Leone, were elected by the voters to the Yucca Valley Town Council for the three open seats in the November 4, 2014 election.

Alternatives: None

Fiscal impact: None

Attachments: Resolution No. 14-
Statement of Election Certification

RESOLUTION NO. 14-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY, CALIFORNIA, CONFIRMING AND
CERTIFYING THE NOVEMBER 4, 2014 ELECTION RESULTS

WHEREAS, the Town Council has duly consolidated the Town Council elections with the California statewide elections; and

WHEREAS, the consolidated election was duly conducted on November 4, 2014, and the County Registrar of Voters has canvassed the results as required by Section 15300 et. seq. of the California Elections Code; and

WHEREAS, the Town Council must now certify the results of the election and canvass as set out herein.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council hereby confirms and certifies as follows:

SECTION 1.

The following persons are declared as Town Council Members for a four-year term to commence December 9, 2014:

Merl R. Abel
Rick Denison
Robert "Bob" Leone

SECTION 2.

A statement of the results of the election is attached as Exhibit "A", and the results as set out herein are hereby certified.

APPROVED AND ADOPTED this 9th day of December, 2014.

MAYOR

ATTEST:

TOWN CLERK



Elections Office of the Registrar of Voters

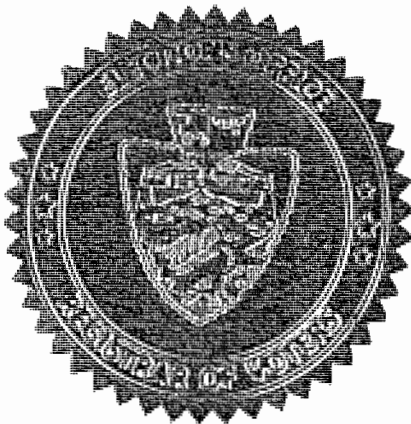
Michael J. Scarpello
Registrar of Voters

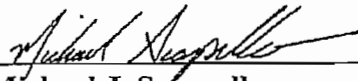
STATEMENT OF CERTIFICATION OF ELECTION RESULTS 2014 STATEWIDE GENERAL ELECTION

STATE OF CALIFORNIA)
)
) SS,
COUNTY OF SAN BERNARDINO)

I, Michael J. Scarpello, San Bernardino County Registrar of Voters, do hereby certify that pursuant to the provisions of the California Elections Code §15300 et seq., I did canvass the returns of the votes cast in 2014 Statewide General Election held on November 4 in San Bernardino County, and that the *Certified Election Results*, to which this Statement of Certification is attached, shows the total number of votes cast in San Bernardino County and that the totals as shown are full, true and correct.

Witness my hand and official seal this 24th day of November, 2014.





Michael J. Scarpello
Registrar of Voters

Statewide General Election

November 4, 2014

Summary Report

San Bernardino County

Summary #9

City of Rialto - City Council (continued...)	50/50	100.00%
JOSEF "JOE" BRITT	1,787	12.10%
JOE BACA JR	4,956	33.55%
STEVE MILLER	1,053	7.13%
Total ...	14,770	100.00%
City of Twentynine Palms - City Council	6/6	100.00%
JIM HARRIS	803	15.09%
ADAM LUNN	845	15.88%
JOHN E. COLE	1,061	19.94%
DANIEL L. MINTZ SR.	1,053	19.88%
BILL H. EASTER	624	11.73%
MCARTHUR WRIGHT	925	17.38%
Total ...	5,321	100.00%
City of Upland - City Council	41/41	100.00%
BILL SCHUESSLER	4,143	11.49%
DEBRA "DEBBIE" STONE	6,308	17.50%
SUSAN BERK	5,003	13.88%
JERRY MCHAM	605	1.68%
ROD J. MCAULIFFE	3,746	10.39%
STEPHEN DUNN	4,365	12.11%
CAROL S. TIMM	6,151	17.06%
GINO L. FILIPPI	5,735	15.91%
Total ...	36,056	100.00%
City of Victorville - City Council	52/52	100.00%
MICHAEL STEVENS	2,669	16.98%
ERIC NEGRETE	4,480	28.51%
CHRISTOPHER GREENE	2,137	13.60%
LIONEL M. DEW	3,209	20.42%
JAMES N. KENNEDY	3,220	20.49%
Total ...	15,715	100.00%
City of Yucaipa - City Council	34/34	100.00%
TOM POWELL	2,870	17.48%
GREG BOGH	5,051	30.77%
DAVID AVILA	4,285	26.10%
TOM MASNER	4,210	25.65%
Total ...	16,416	100.00%
Town of Yucca Valley - Town Council	11/11	100.00%
LORI HERBEL	1,501	13.18%
SUSAN SIMMONS	701	6.15%
ROBERT "BOB" LEONE	1,631	14.30%
M. RONALD COHEN	1,148	10.08%
MERL R. ABEL	2,157	18.91%
CHARLES MCHENRY	422	3.70%
JEFF DROZD	1,295	11.35%
RICK DENISON	2,322	20.36%
BRYAN DEAN WATSON	230	2.02%
Total ...	11,407	100.00%
Big Bear Airport District FT	31/31	100.00%
HENRY "HANK" PERALEZ	1,204	18.47%
JOSEPH A. LOGAN	947	14.52%

The Lease Agreement provides the framework for lease term review and modifications as needed. Town staff is recommending an increase of three percent annually to the current lease rate to accommodate increased site maintenance costs, while still staying well within the comparable library lease rates the County has in place in neighboring jurisdictions. County has indicated agreement with the modification of the terms, and the attached amendment reflects the proposed increases.

Alternatives: None recommended.

Fiscal impact: Under the recommended terms of the lease, the Town will receive monthly lease payments as follows:

- \$2,125 (\$25,500 annually) for the period of February 1, 2015 – January 31, 2016.
 - \$2,288 (\$27,456 annually) for the period of February 1, 2016 – January 31, 2017.
- These payments are incorporated in the FY 2014-16 Amended Budget.

Attachments: Sixth Amendment
Original Lease Agreement



County of San Bernardino

F A S

STANDARD CONTRACT

SIXTH AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept. RNT	A	Contract Number			
<input checked="" type="checkbox"/> Change	TOWNOFY145				03-586 A-6			
<input type="checkbox"/> Cancel								
ePro Vendor Number				ePro Contract Number				
County Department			Dept.	Orgn.	Contractor's License No.			
Real Estate Services			RNT	RNT				
County Department Contract Representative				Telephone		Total Contract Amount		
Terry W. Thompson, Director				(909)387-5252		\$341,277.00		
Contract Type								
<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Encumbered	<input type="checkbox"/> Unencumbered	<input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
		2/1/2003	1/31/2017	\$289,512.00	\$51,765.00			
Fund AAA	Dept. RNT	Organization RNT	Appr. 200	Obj/Rev Source 2905	GRC/PROJ/JOB No 60000169	Amount \$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Project Name			Estimated Payment Total by Fiscal Year					
Yucca Valley - Library			FY	Amount	I/D	FY	Amount	I/D
57098 Twentynine Palms Hwy.								
Amendment No. 6								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Town of Yucca Valley
 Address
 57090 Twentynine Palms Highway
 Yucca Valley, CA 92284
 Telephone (760) 369 - 7207
 Federal ID No. or Social Security No.

hereinafter called LANDLORD

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and LANDLORD have previously entered into a Lease Agreement, Contract No. 03-586, wherein LANDLORD agreed to lease certain property to the COUNTY; and,

WHEREAS, the COUNTY and LANDLORD now desire to amend the Lease Agreement, Contract No. 03-586 to reflect the COUNTY's exercise of one two-year option extending the term through January 31, 2017 (The "Extended Term") and add two (2) additional two-year options to further extend the lease agreement beyond January 31, 2017 if required.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 03-586, is amended as follows:

Auditor-Controller/Treasurer Tax Collector Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1. Effective February 1, 2015, EXTEND the term of the Lease as provided in **Paragraph 3, TERM**, through January 31, 2017.

2. Effective February 1, 2015, DELETE **Paragraph 4, RENT**, and SUBSTITUTE therefore the following as a new **Paragraph 4, RENT**:

4. **RENT**:

a. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing when the term commences, continuing during the term, subject to three percent (3%) annual increases as reflected in the amounts below:

February 1, 2015 thru January 31, 2016 – monthly payments of \$2,125.00 - (\$0.26 psf)

February 1, 2016 thru January 31, 2017 – monthly payments of \$2,288.00 - (\$0.27 psf)

b. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

3. Effective February 1, 2015, DELETE **Paragraph 5. OPTION TO EXTEND TERM**, and SUBSTITUTE the following as a new **Paragraph 5. OPTION TO EXTEND TERM**:

5. **OPTION TO EXTEND TERM**: LANDLORD gives COUNTY the option to further extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for two (2) additional two-year periods ("Additional Extended Terms") following expiration of the Extended Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to Paragraph 7, HOLDING OVER. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

If the parties have been unable to agree upon the said fair market rental rate within five (5) months of the COUNTY's notice to exercise an option for an extended term, said fair market rental rate shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the fair market rental rate is determined by arbitration, the COUNTY has the right to terminate the Lease by giving termination notice to the LANDLORD within thirty (30) days of being notified of the new fair market rental rate.

****REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK****

4. All other provision and terms of the Lease Agreement, Contract No. 03-586, as previously amended, shall remain the same and are hereby incorporated by referenced.

END OF SIXTH AMENDMENT.

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

By _____
Janice Rutherford, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name: Mr. Robert Lombardo

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

Title: Mayor

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

AND

By _____
(Authorized signature - sign in blue ink)

Name: Mr. Curtis Yakimow

Title: Town Manager

Dated: _____

Address: 57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

By _____
Alan L. Green, Deputy County Counsel

By _____

By _____
Terry W. Thompson, Director, Real Estate Services Dept.

Date _____

Date _____

Date _____



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code	SC	De.	A	Contract Number 03-586	
<input type="checkbox"/> Change					Contractor's License No.	
<input type="checkbox"/> Cancel					Total Contract Amount	
County Department Real Estate Services Department			Dept.	Orgn.		
County Department Contract Representative David H. Slaughter, Director			Telephone 7-7832			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. N30102	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name YUCCA VALLEY - Library 57098 29 Palms Hwy.				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

CONTRACTOR Town of Yucca Valley

Federal ID No. or Social Security No. _____

Contractor's Representative Dave Munro

Address 57090 Twentynine Palms Highway, Yucca Valley, CA 92284

Phone (760) 369-7207

Nature of Contract:

This Lease Contract is for a period of two (2) years with six (6) two-year options to extend with Leased premises consisting of 8,252 gross square feet. Monthly rent is \$2,000.

TOWN shall provide all exterior maintenance to include grounds, parking lot maintenance and exterior lighting. TOWN to pay all utilities including electrical, gas, water trash, and fire alarm service.

COUNTY to provide for janitorial services and its own telephone service.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)

Reviewed as to Contract Compliance

Presented to BOS for Signature

SEE SIGNATURE PAGE

County Counsel

▶

▶ David H. Slaughter

Department Head

Date _____

Date _____

Date 6-16-03

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

COUNTY OF SAN BERNARDINO

LEASE AGREEMENT

LANDLORD: TOWN OF YUCCA VALLEY
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

COUNTY: COUNTY OF SAN BERNARDINO
Internal Services Group
Real Estate Services Department
825 East Third Street
San Bernardino, CA 92415-0832

PREMISES: 57098 Twentynine Palms Highway
Yucca Valley, CA 92284

TERM OF LEASE: Two (2) years with six (6) two-year options.

COMMENCEMENT DATE OF LEASE: February 1, 2003

COST PER SQUARE FOOT: \$.24 modified gross

COUNTY CONTRACT NUMBER:

REV: 04/03/02 (110568.10)

TYPED: 04/08/03

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Exhibit "A", Premises Specifications

Exhibit "B", List of Former County Officials

LEASE AGREEMENT

WHEREAS, on January 24, 1972, a Joint Powers Agreement was created between the COUNTY OF SAN BERNARDINO (COUNTY) and the YUCCA VALLEY PARK AND RECREATION DISTRICT (DISTRICT) creating the Yucca Valley Community Center Authority to issue bonds and construct, maintain, operate and lease library, community center and museum; and,

WHEREAS, on November 2, 1972, the COUNTY signed a sublease agreement for 5,200 square feet of office space constructed under the Joint Powers Agreement for the Library, other COUNTY and Town offices at 57098 Twentynine Palms Highway, Yucca Valley, California; and,

WHEREAS, in 1986, other County departments vacated an additional 3,052 square feet which was then added to the Library, and the Library now occupies 8,252 square feet; and,

WHEREAS, under the terms of the Joint Powers Agreement, the COUNTY would pay its prorata share of the bond payments for 30 years or until the original bond was paid off; and,

WHEREAS, the COUNTY completed its obligation to pay bond payments on November 2, 2002, and at completion of payment all facilities reverted to ownership by the DISTRICT which upon incorporation of the TOWN OF YUCCA VALLEY (TOWN) in 1991 became a part of the TOWN; and,

WHEREAS, it is now necessary to enter into a new agreement with the TOWN for the leasing of 8,252 square feet for use as a County Library.

NOW, THEREFORE, the parties agree to the following:

1. **PARTIES:** This lease ("Lease") is made between the Town of Yucca Valley ("LANDLORD"), and the County of San Bernardino ("COUNTY"), who agree as follows:
2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD 8,252 square feet of building, real property, and other improvements located at 57098 Twentynine Palms Highway, Yucca Valley, California ("Premises"), as described in Exhibit "A", Premises Specifications.
3. **TERM:** The Lease's initial term ("Initial Term") shall commence on February 1, 2003 ("Commencement Date") and end on January 31, 2005 ("Ending Date").
4. **RENT:** COUNTY shall pay to LANDLORD monthly rental payments of Two Thousand and 00/100 Dollars (\$2,000.00) in arrears on the last day of each month, commencing when the term commences and continuing during the term:
5. **OPTION TO EXTEND TERM:** LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for six (6) two-year periods ("extended terms") following expiration of the initial term, by COUNTY

giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 7, HOLDING OVER**. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

6. **RETURN OF PREMISES:** The COUNTY agrees that it will, upon any termination of this Lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

7. **HOLDING OVER:** In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease.

8. **TAXES:** LANDLORD shall pay all real property taxes, and general and special assessments levied and assessed against the Premises.

9. **USE:** COUNTY shall occupy and use the Premises during the term hereof for the purposes of COUNTY business.

10. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this Lease, COUNTY, at its sole expense will ensure the portion of Premises used by COUNTY meet the applicable requirements of the Health, Safety, Fire and Building Codes for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy and the Americans with Disabilities Act ("ADA"). Additionally, to the best of LANDLORD's knowledge, LANDLORD's improvements on or in the Premises which have been constructed or installed by LANDLORD or with LANDLORD's consent or at LANDLORD's direction shall comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances in effect on the Commencement Date. LANDLORD also warrants to COUNTY that LANDLORD has no knowledge of any claim having been made by any governmental agency that a violation or violations of applicable building codes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date.

11. **SIGNS:** COUNTY will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law.

12. **MAINTENANCE:**

a. Except as specifically provided in subparagraph 12c, below, LANDLORD at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems owned or controlled by LANDLORD lying outside the Premises; and,

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises; and,

(4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises (additionally, air-conditioning and heating filters are to be changed quarterly); and,

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora; and,

(6) The fire suppression equipment attached to the facility; and,

b. Without in any way affecting LANDLORD's duty to inspect, maintain and repair the Premises and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by the COUNTY, the COUNTY may request specific maintenance or repairs specified in Paragraph 12.a. Any such request may be made orally, by telephone or otherwise. If, (a) COUNTY gives notice to LANDLORD of a condition requiring maintenance or repairs, and LANDLORD does not commence the performance of its maintenance or repair obligations within thirty (30) days of receiving such notice, or does not diligently prosecute its obligations to completion thereafter, or (b) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, COUNTY can perform the obligations and have the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld.

c. COUNTY, at its cost, shall service the fire extinguishers, provide janitorial services, and keep the interior of the Premises in a clean and orderly condition, reasonable wear and tear excluded.

d. In the event LANDLORD determines a need for major maintenance or capital improvements to the Premises, COUNTY's contribution, if any, is to be negotiated on a case-by-case basis.

13. **ALTERATIONS:** COUNTY shall not make any structural or exterior improvements or alterations to the Premises without LANDLORD's consent. Any such alterations shall remain on and be surrendered with the Premises on expiration or termination of the Lease.

14. **FIXTURES:** COUNTY shall have the right during the term(s) of this Lease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the COUNTY and may be removed by the COUNTY during the term(s) of this Lease or within a reasonable time thereafter, provided that the COUNTY restores the Premises to the condition as it existed at the commencement of this Lease, reasonable wear and tear excluded, or the COUNTY in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the LANDLORD, in which case COUNTY shall have no duty to restore the Premises. Any such election to surrender must be in writing, but need not be accepted by LANDLORD to be effective.

15. **UTILITIES:** LANDLORD shall furnish to the Premises and pay all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service and all other utilities for the Premises and the building housing the Premises. COUNTY shall furnish and pay for its vending machines and its own telephone service including pay telephones.

16. **HOLD HARMLESS:**

a. The LANDLORD agrees to indemnify and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of LANDLORD's obligations under this Lease. The LANDLORD's indemnification obligation shall survive the COUNTY's tenancy. The insurance provisions in Paragraph 17, **INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation.

b. The COUNTY agrees to indemnify and hold harmless the LANDLORD and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of COUNTY's obligations under this Lease. The COUNTY's indemnification obligation shall survive the COUNTY's tenancy. The insurance provisions in Paragraph 17, **INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation.

c. In the event the COUNTY and/or the LANDLORD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Lease, the COUNTY and/or LANDLORD shall indemnify the other to the extent of its comparative fault.

d. Furthermore, if the COUNTY or LANDLORD attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the COUNTY and LANDLORD

agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

17. INSURANCE:

a. COUNTY is a public entity and is self-insured.

b. Without in any way affecting the indemnity herein provided and in addition thereto, the LANDLORD shall secure and maintain throughout the Lease the following types of insurance with limits as shown. LANDLORD may meet its insurance requirements through a State approved self-insurance program:

(1) Workers' Compensation: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing services on behalf of the LANDLORD and all risks to such persons under this agreement.

If LANDLORD has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Risk Manager.

If LANDLORD is a non-profit corporation organized under California or Federal law, volunteers for the LANDLORD are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

(2) Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00).

(3) Fire Insurance: Standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements to the extent of at least sixty percent (60%) of the full replacement value of the Premises.

c. Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this agreement.

d. Waiver of Subrogation Rights: LANDLORD shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

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

f. Proof of Coverage: LANDLORD shall immediately furnish certificates of insurance to COUNTY, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY, and LANDLORD shall maintain such insurance from the time of occupancy and commencement of performance of services hereunder until the completion of such occupancy. Within sixty (60) days of the commencement of this agreement, the LANDLORD shall furnish certified copies of the policies and all endorsements.

g. Insurance Review: The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. LANDLORD agrees to execute any such amendment within thirty (30) days of receipt.

h. Failure to Have Insurance: In the event COUNTY receives a notice of cancellation concerning any of the required policies, or should LANDLORD fail to have in effect the required coverage at any time during this Lease, COUNTY may give notice to LANDLORD to immediately suspend all LANDLORD activities on the Premises and/or notice to reinstate or acquire the affected coverage. Should LANDLORD fail to reinstate or acquire the affected coverage within ten (10) days of COUNTY's notice to reinstate or acquire such coverage, COUNTY, in its sole discretion, may either; (a) terminate this Lease immediately upon written notice to LANDLORD, or, (b) reinstate or acquire the affected coverage, in which case LANDLORD shall reimburse COUNTY for the sum paid to reinstate or acquire the coverage. The sum paid by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld.

(including charges for COUNTY's employees and equipment), the sum paid by COUNTY shall be due from LANDLORD to COUNTY within thirty (30) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

21. **COUNTY'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by COUNTY:

a. The vacating for more than thirty (30) consecutive days or abandonment of the Premises by COUNTY.

b. The failure by COUNTY to perform any material provisions of this Lease to be performed by COUNTY, including the payment of rent, where such failure shall continue for a period of thirty (30) days after notice by LANDLORD to COUNTY; provided, however, that if the nature of COUNTY's default is such that more than thirty (30) days are reasonably required for its cure, then COUNTY shall not be deemed to be in default if COUNTY commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

22. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT:**

a. In the event of any default by COUNTY, which is not cured by COUNTY, LANDLORD may, at its election, terminate this Lease by giving COUNTY thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this paragraph, LANDLORD shall have the right to recover from COUNTY only the following amounts for any and all damages, which may be the direct or indirect result of such default:

(1) The worth, at the time of the award, of the unpaid rent that has been earned at the time of termination of this Lease; and,

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that LANDLORD proves could not have been reasonably avoided; and,

(3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that LANDLORD proves could not have been reasonably avoided; and,

(4) Any other amount necessary to compensate LANDLORD for all detriment proximately caused by COUNTY's default which LANDLORD proves could not have been reasonably avoided.

(5) "The worth, at the time of the award," as used in subparagraphs a(1) and a(2) of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in subparagraph a(3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

b. Notwithstanding subparagraph a, above, on any termination of the Lease for default pursuant to this paragraph, the amount LANDLORD shall have the right to recover from COUNTY for any and all damages which may be the direct or indirect result of such default shall not exceed the amount LANDLORD would have been entitled to receive had the COUNTY terminated the Lease under Paragraph 39, COUNTY'S RIGHT TO TERMINATE LEASE.

23. LANDLORD'S ACCESS TO PREMISES: LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition; and,
- b. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform; and,
- c. To serve, post, or keep posted any notices required by law; and,
- d. To post "for sale" signs at any time during the term, to post "for rent" or "for Lease" signs during the last three (3) months of the term; and,
- e. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the term.

LANDLORD shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

24. NOTICES:

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD's address: Town of Yucca Valley
Attn: Dave Munro
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

COUNTY's address: Internal Services Group
Real Estate Services Department
825 East Third Street, Room 207
San Bernardino, CA 92415-0832

b. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action.

c. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action. The new owner must provide COUNTY with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.

(1) Within fifteen (15) COUNTY working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COUNTY evidence of obtaining insurance in compliance with Paragraph 17, INSURANCE.

25. **INCORPORATION OF PRIOR AGREEMENT:** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

26. **WAIVERS:** No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

27. **AMENDMENTS:** No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Lease.

28. **SUCCESSORS:** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.

30. **TIME OF ESSENCE:** Time is of the essence of each provision of this Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.
31. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by COUNTY hereunder, LANDLORD shall secure to COUNTY during the Lease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.
32. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
33. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.
34. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.
35. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.
36. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Joshua Tree District, San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Joshua Tree District of San Bernardino County.
37. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the COUNTY, including such costs and attorneys' fees payable under Paragraph 16, HOLD HARMLESS, Paragraph 46, PUBLIC RECORDS DISCLOSURE, and Paragraph 45, HAZARDOUS SUBSTANCES.
38. **JURY TRIAL WAIVER:** LANDLORD and COUNTY hereby waive their respective right to trial by jury and agree to accept trial by judge alone of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either LANDLORD against COUNTY or COUNTY against LANDLORD on any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of LANDLORD and COUNTY, COUNTY's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

39. **COUNTY'S RIGHT TO TERMINATE LEASE:** The COUNTY and LANDLORD shall have the right to terminate this Lease at any time whenever COUNTY or LANDLORD, in their sole discretion, determine it would be in their best interests to terminate this Lease. Either party shall give the other notice of any termination pursuant to this paragraph at least one hundred eighty (180) days prior to the date of termination. In the event either party terminates this Lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COUNTY only the rent which will have been earned at the date of termination.

40. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this Lease shall have no effect on its interpretations.

41. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this Lease, will survive the termination of this Lease.

42. **FORMER COUNTY OFFICIALS:**

a. LANDLORD agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of LANDLORD. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former County Officials.)

b. If during the course of the administration of this lease, the COUNTY determines that the LANDLORD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this lease may be immediately terminated. If this lease is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

43. **BROKER'S COMMISSIONS:** LANDLORD is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.

44. **HAZARDOUS SUBSTANCES:**

a. LANDLORD hereby represents and warrants that, to the best of LANDLORD's actual knowledge, information and belief: (i) the Premises have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other

legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises to date, and the soil, groundwater and vapor on or under the Premises is free of Hazardous Substances as of the Commencement Date.

b. LANDLORD shall indemnify, protect, defend and hold COUNTY, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises prior to the Commencement Date of this Lease. LANDLORD's obligations under this paragraph shall not include the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof, provided that LANDLORD proves the COUNTY created or suffered the contamination or injury to person, property or the environment. LANDLORD's obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation, or release agreement entered into by COUNTY and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing.

c. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or COUNTY under any applicable statute or common law theory.

(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.

(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

45. **PUBLIC RECORDS DISCLOSURE:** All information received by the COUNTY from the LANDLORD or any source concerning this Lease, including the Lease itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). LANDLORD understands that although all materials received by the COUNTY in connection with this Lease are intended for the exclusive use of the COUNTY, they are potentially subject to

disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LANDLORD has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the LANDLORD of the request and shall thereafter disclose the requested information unless the LANDLORD, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. LANDLORD waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LANDLORD of any such disclosure request and/or releases any information concerning the contract received from the LANDLORD or any other source.

46. **CONDITION OF PREMISES:** LANDLORD shall deliver the Premises to COUNTY "As Is". To the best of LANDLORD's knowledge, LANDLORD believes the plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and loading doors, if any, in the Premises are in good operating condition on the Commencement Date.

47. **CONDEMNATION:** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas or that portion of the Premises designated for COUNTY's parking, is taken by condemnation, COUNTY may, at COUNTY's option, to be exercised in writing within thirty (30) days after LANDLORD shall have given COUNTY written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If COUNTY does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of rent shall occur if the condemnation does not apply to any portion of the Premises. COUNTY shall be entitled to receive the following amounts of any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power: (a) one hundred percent (100%) of any amount attributable to any excess of the market value of the Premises for the remainder of the Lease Term over the present value as of the Termination Date of the Rent payable for the remainder of the Lease Term (commonly referred to as the "bonus value" of the Lease); and (b) COUNTY shall have the right to make a separate claim in the Condemnation proceeding for: (i) The taking of the amortized or undepreciated value of any trade fixtures or leasehold improvements owned by COUNTY that COUNTY has the right to remove at the end of the Lease term and that COUNTY elects not to remove; (ii) Reasonable removal and relocation costs for any trade fixtures or leasehold improvements that COUNTY has the right to remove and elects to remove (if Condemnor approves of the removal); (iii) Loss of goodwill; (iv) Relocation costs under Government Code section 7262, the claim for which COUNTY may pursue by separate action independent of this Lease; and (v) Any other amount in addition to the foregoing that the COUNTY is allowed under condemnation law. COUNTY shall have the right to negotiate directly with Condemnor for the recovery of the portion of the Award

that COUNTY is entitled to under **subparagraph (b)** of this paragraph. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall repair any damage to the Premises caused by such condemnation authority pursuant to **Paragraph 12, MAINTENANCE**, and **Paragraph 18, DESTRUCTION OF PREMISES**.

48. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

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49. **AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

END OF LEASE TERMS.

COUNTY OF SAN BERNARDINO

LANDLORD: TOWN OF YUCCA VALLEY

Dennis Hansberger

Dennis Hansberger, Chairman,
Board of Supervisors

Dated: JUN 24 2003

By: *Susan Earnest*
Susan Earnest

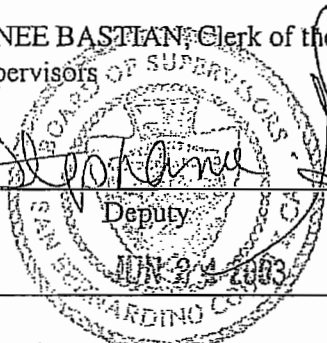
Title: Mayor

Dated: 5/23/03

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

J. RENEE BASTIAN, Clerk of the Board of Supervisors

By: *J. Renee Bastian*



Date: _____

Approved as to Legal Form:
ALAN K. MARKS, County Counsel

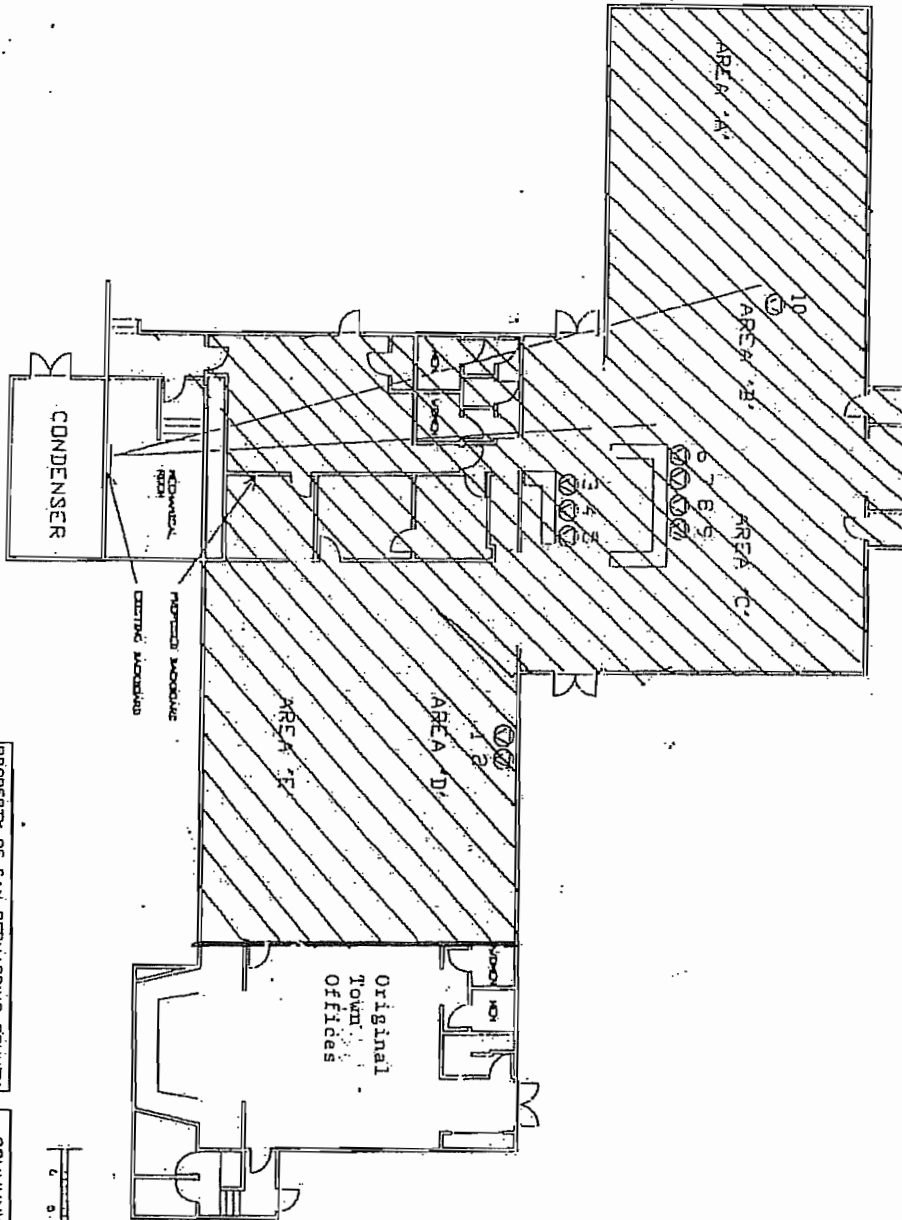
By: *Alan K. Marks*

Deputy

Dated: 5-2-03

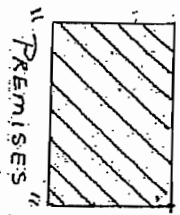
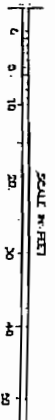
EXHIBIT "A"

Yucca Valley Branch Library



PROPERTY OF SAN BERNARDINO COUNTY
 SHALL NOT BE REPRODUCED, COPIED,
 OR USED WITHOUT EXPRESS PERMISSION
 OF SAN BERNARDINO COUNTY.

COMMUNICATIONS DIVISION
 TUCUCA VALLEY LIBRARY
 SCALE BAR 1 OF 1
 08-10-1995



DATA SYMBOLS
☐ HAU SERVER
☐ TERMINAL SERVER
○ DATA JACK

NORTH

EXHIBIT "A"

Yucca Valley Branch Library

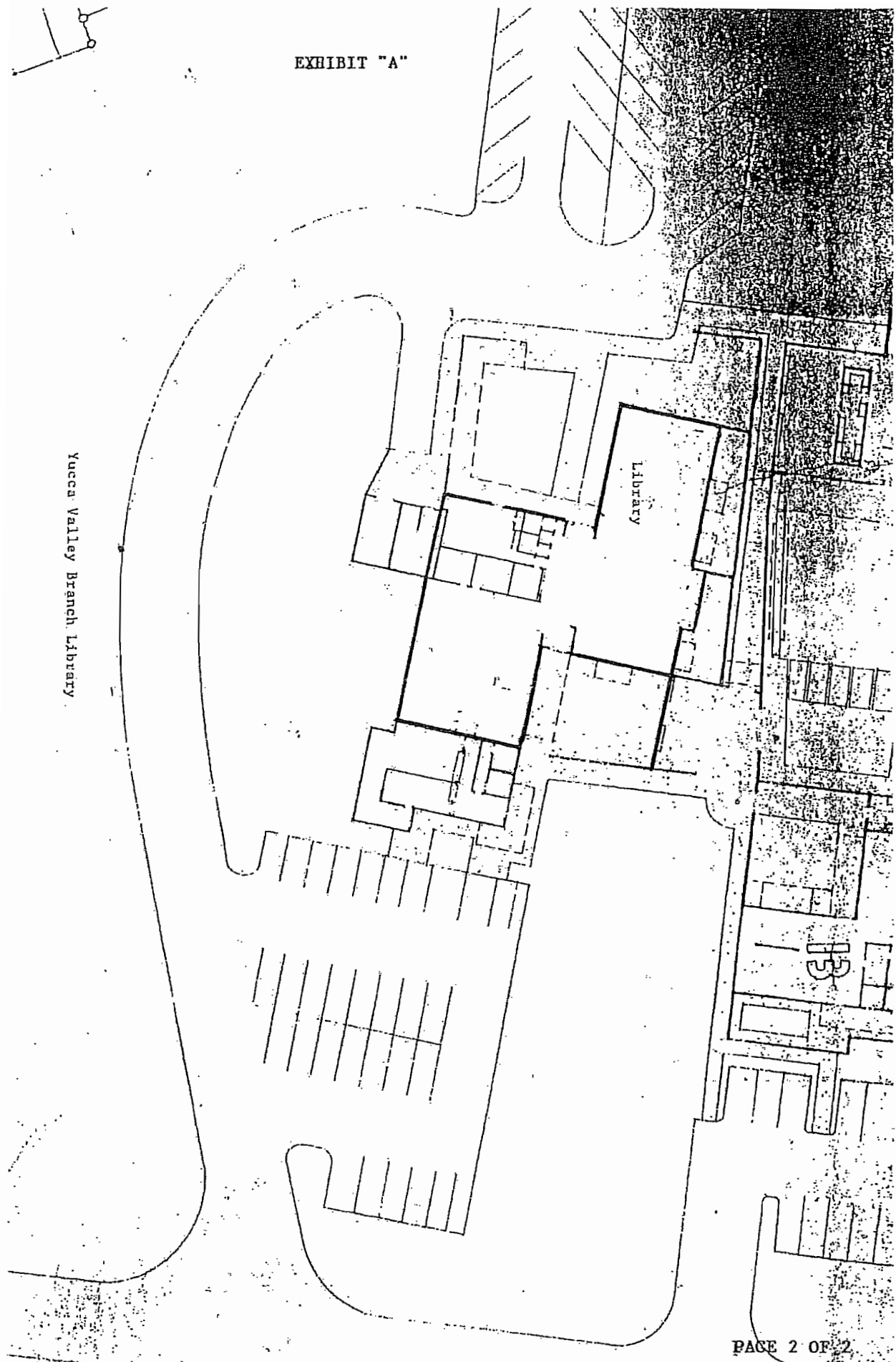


EXHIBIT "B"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LANDLORD, the date the Official entered LANDLORD's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

The unduplicated count of homeless persons will consist of two components: 1) an unsheltered count; and 2) a sheltered count. Both components will include those persons who fall within the HUD definition of a homeless person, which is as follows:

“A person is considered homeless only when (s)he lacks a fixed, regular, and adequate nighttime residence and resides in one of the following places: 1) places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings; 2) an emergency shelter; 3) transitional housing for homeless persons and who originally came from the streets or emergency shelter; or 4) a HUD-defined Safe Haven.”

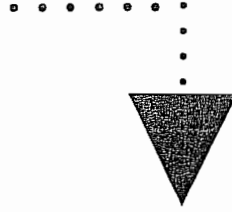
In addition to the count, a brief homeless subpopulation survey will be administered simultaneously which will consist of questions from the County’s Homeless Management Information System (HMIS) that identify the eight subpopulations that HUD requires communities to identify. They are: 1) chronically homeless persons; 2) chronically homeless families; 3) persons with HIV/AIDS; 4) persons with mental illness; 5) substance abusers; 6) unaccompanied youth under age 18; 7) veterans; and 8) victims of domestic violence.

Morongo Basin Haven is taking the lead on spearheading the 2015 Point-in-Time Count project within the Morongo Basin. They are currently gathering volunteers, identifying places where homeless persons in the Morongo Basin are, and organizing the street-based count being held on January 22, 2015. The County is not providing any funding for these activities and Morongo Basin Haven is asking the Town for a total of \$500 to provide food for the volunteers participating in the count and to provide hygiene kits to the local homeless persons.

Alternatives: None recommended.

Fiscal impact: The recommended expenditure can be accommodated by the adopted FY 14-16 budget through the Community Relations – Promotional Events line item.

Attachments: 2015 Point-in-Time Count Flyer



2015 POINT-IN-TIME COUNT!

Why: To count and survey homeless persons living in your community and throughout the **Town of Yucca Valley.**

This effort will help promote government and private grant funding and other resources for local communities to help people exit life on the streets and prevent homelessness.

What: Participate in the "Point-In-Time Count" (PITC) to end chronic homelessness.

- ❖ Help Organize the Count in Your Community
- ❖ Identify Locations Where Homeless People Live/Spend Time/Receive Services
- ❖ Promote Community Awareness of Homeless Issues
- ❖ Participate on Street Counter Teams

Who: Adult volunteers are needed from every community and from all walks of life including:

- ❖ College Students
- ❖ Civic/Nonprofit Organizations
- ❖ Faith Based Institutions
- ❖ Current/Formerly Homeless
- ❖ Bilingual Individuals
- ❖ Service Providers
- ❖ Business & Neighborhood Groups
- ❖ Anyone Who Would Like to Help Alleviate Homelessness

Where: Town of Yucca Valley and surrounding unincorporated areas

When: **Thursday, January 22, 2015**
6 a.m. - 10 a.m.



For more information or to sign up for a volunteer position please see the San Bernardino County Homeless Counts website:
www.sanbernardinocountyhomelesscounts.com

or, call **Mike Lipsitz (760) 366-1488**

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Curtis Yakimow, Town Manager
Jessica Rice, Management Analyst

Date: December 1, 2014
For Council Meeting: December 9, 2014

Subject: Records Retention Policy Compliance
Authorization to Purge Records

Prior Council Review: Last request to purge records was approved by Council in December 2013.

Recommendation: That the Town Council approves continuing compliance with the Town's Records Retention Policy and authorizes the purging of out-of-date records in accordance with California Government Code and the Town's Resolution No. 04-14.

Order of Procedure:

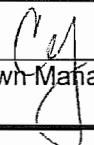
- Staff Report
- Public Comment
- Questions of Staff
- Agency Discussion
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: On April 4, 2004, the Town Council adopted Resolution No. 04-14 in conformance with Section 34090 of the Government Code of the State of California establishing a Town Records Retention Schedule and authorizing destruction of certain records. This Resolution provides the ability to reduce current and future records storage costs and increase efficiency by freeing up storage and office space.

Town Staff has prepared a recommended purge list for the destruction of outdated records as identified on the attached Records Purge Log, and in accordance with the Records Retention Schedule, and is requesting approval of the Town Council to purge these records. The recommended purge list has been certified by the Town Clerk for compliance with the Town's Records Retention Policy.

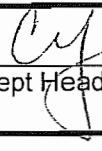
Alternatives: None recommended

Reviewed By:


Town Manager

Town Attorney


Finance Manager


Dept Head

____ Department Report
 Consent

____ Ordinance Action
 Minute Action

____ Resolution Action
____ Receive and File

____ Public Hearing
____ Study Session

Fiscal impact: Administrative Staff will be assisting the Town Clerk's office in coordinating record destruction services. Costs for shredding services are estimated not to exceed \$300 and are accommodated by the Town's Adopted FY 2014-15 budget.

Attachments: Records Purge Log

Records Purge Log

Office of Record (Department)	Description/File Contents	Media Type P = Paper OD = CD, DVD
Animal Control	Town License receipts, Licensing clinic receipts, FY 2010-2011	P
Animal Control	Animal Import Cards, CY 2011	P
Animal Control	Animal Shelter Daily Reconciliation, CY 2011	P
Animal Control	SBCO license applications and pass-through- FY 09/10 & FY 10/11	P
Animal Control	Town impound cards (a), CY 2011	P
Animal Control	Town impound cards (b), CY 2011	P
Animal Control	Vendor Files, CY 2010-2011	P
Animal Control	Animal Control Dispatch Logs, CY 2006,2007	P
Animal Control	Animal Control Dispatch Logs, CY 2008,2009	P
Animal Control	Payment Authorizations, FY 06/07	P
Animal Control	Payment Authorizations, FY 07/08	P
Animal Control	Payment Authorizations, FY 08/09	P
Animal Control	Payment Authorizations, FY 09/10	P
Animal Control	Controlled substance logs (euthanasia and tranquilizer), CY 2011	P
Animal Control	Daily reconciliation, CY 2009-2010	P
Animal Control	Adoption Folders A-M, CY 2011	P
Animal Control	Adoption Folders M-Z CY 2011	P
Animal Control	Adoption Folders A-J, CY 2010	P
Animal Control	Adoption Folders K-Z, CY 2010	P
Animal Control	Licensing applications 09/2007-04/2010; Lic. Clinic applications09-10	P
Community Services	Registration receipts 2009 - 2010	P
Community Services	Cash receipts 2010	P
Community Services	Miscellaneous working papers 1998 - 2010	P
Finance Department	Accounts Payable A FY 08/09	P
Finance Department	Accounts Payable B-C FY 08/09	P
Finance Department	Accounts Payable D-Ga FY 08/09	P
Finance Department	Accounts Payable Ge-J FY 08/09	P
Finance Department	Accounts Payable K-N FY 08/09	P
Finance Department	Accounts Payable O-P FY 08/09	P
Finance Department	Accounts Payable S-Sp FY 08/09	P
Finance Department	Accounts Payable St-Va FY 08/09	P
Finance Department	Accounts Payable Ve-Z FY 08/09	P
Finance Department	Cash Receipts 07/09-09/09	P
Finance Department	Cash Receipts Museum, Community Services, Animal Control, Town Hall and Community Dev 06/09	P
Finance Department	Cash Receipts Community Development 07/08-02/09	P
Finance Department	Cash Receipts Animal Control 01/09-05/09	P
Finance Department	Cash Receipts Town Hall 07/08-10/08	P
Finance Department	RDA Audit, Fixed Assets 2007, SBCO 07/08, SBCO Reports 08/09, LTF Measure I Audit 08/09	P
Finance Department	Cash Receipts CA, SBCO, 200 Account correspondence 08/09	P

Records Purge Log

Finance Department	Cash Receipts 09/09-11/09		P
Finance Department	Warrant Registers and 1099 information FY 08/09		P
Finance Department	Journal Entries 04/08-03/09		P
Finance Department	Cash Receipts Town Hall 11/08-05/09		P
Finance Department	First Bankcard, The Home Depot, SBCO reports, Budget entries FY 08/09		P
Finance Department	Cash Receipts Community Development 03/09-05/09, Museum 07/08-05/09, Community Services 07/08-02/09		P
Finance Department	Bank Reconciliation 07/08-06/09		P
Human Resources	Deferred Compensation 2005-2007		P
Human Resources	Scanned Recruitment Files 2008-2009		P
Human Resources	Timesheets 9/13/08-6/19/09		P
Human Resources	Timesheets 10/13/07-9/12/08		P
Town Clerk	Agenda Packets FY 2011		P
Town Clerk	Unsuccessful Bids 2000-2009		P
Town Clerk	Unsuccessful Bids 1993-2011		P
Town Clerk	Expired Contracts 1992-2001		P
Town Clerk	Expired Contracts, Agreements (non-infrastructure) 1992-1999		P
Town Clerk	Correspondence & Working Files 1992-2007		P
Town Clerk	Expired Agreement (non-infrastructure) 1996-2002		P
Town Clerk	Bingo Permits 1994-2000		P
Town Clerk	SBCO Fire & Police Stats 1993-2000		P
Town Clerk	Staff Reports & Public Records Request Forms 2009-2010		P

TOWN OF YUCCA VALLEY
PAYROLL REGISTER #18
CHECK DATE - November 07, 2014

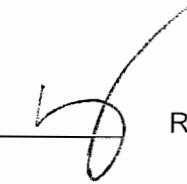
Fund Distribution Breakdown

Fund Distribution

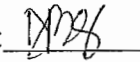
General Fund	\$125,476.05
Gas Tax Fund	10,362.66
Successor Agency	<u>0.00</u> **
Grand Total Payroll	<u><u>\$135,838.71</u></u>

****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 18 - Paid 11/07/2014
 (October 18, 2014 - October 31, 2014)
 Checks: 4983 - 4988

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$4,158.25		\$4,158.25
Direct Deposit	61,774.33	-	61,774.33
Sub-total	65,932.58		65,932.58
<u>Employee Tax Withholding</u>			
Federal	10,883.33		10,883.33
Medicare	1,239.16	1,239.16	2,478.32
SDI - EE	-	-	-
State	3,425.40		3,425.40
Sub-total	15,547.89	1,239.16	16,787.05
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	11,967.51	11,967.51
Deferred Compensation	2,713.35	1,154.62	3,867.97
PERS Survivor Benefit	36.00		36.00
Health Café Plan	1,163.45	10,684.09	11,847.54
American Fidelity Pre-Tax	29.95		29.95
American Fidelity After-Tax	63.32		63.32
American Fidelity-FSA	564.52		564.52
PERS EE - Contribution 6.25 %	407.30		407.30
PERS EE - Contribution 7%	938.78		938.78
PERS EE - Contribution 8%	3,720.48		3,720.48
PERS Retirement - Employer 6.25 %	-	407.30	407.30
PERS Retirement - Employer 7.846 %	-	1,073.55	1,073.55
PERS Retirement - Employer 18.586 %	-	9,889.00	9,889.00
Wage Garnishment - Employee	11.54		11.54
Life & Disability Insurance		1,003.51	1,003.51
Other Post Employee Benefit's		2,384.69	2,384.69
Unemployment Insurance		1,493.14	1,493.14
Workers' Compensation		3,412.98	3,412.98
Sub-total	9,648.69	43,470.39	53,119.08
Gross Payroll	\$91,129.16	\$44,709.55	\$135,838.71
Prepared by P/R & Financial Specialist:  Reviewed by H/R & Risk Mgr.: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER #20
CHECK DATE - November 21, 2014

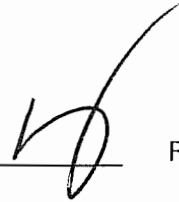
Fund Distribution Breakdown

Fund Distribution

General Fund	\$125,586.08
Gas Tax Fund	10,435.81
Successor Agency	0.00 **
	<hr/>
Grand Total Payroll	\$136,021.89
	<hr/> <hr/>

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

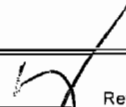

Prepared by P/R & Financial Specialist:



Reviewed by H/R & Risk Mgr.:



Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period 20 - Paid 11/21/2014
(November 01, 2014 - November 14, 2014)
Checks: 4989 - 4993



	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	\$4,258.93		\$4,258.93
Direct Deposit	64,814.25	-	64,814.25
Sub-total	69,073.18		69,073.18
<u>Employee Tax Withholding</u>			
Federal	11,832.20		11,832.20
Medicare	1,345.45	1,345.41	2,690.86
SDI - EE	-	-	-
State	3,668.46		3,668.46
Sub-total	16,846.11	1,345.41	18,191.52
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	3,627.70	3,119.10	6,746.80
PERS Survivor Benefit	46.00		46.00
Health Café Plan	1,163.45	10,798.63	11,962.08
American Fidelity Pre-Tax	29.95		29.95
American Fidelity After-Tax	63.32		63.32
American Fidelity-FSA	564.52		564.52
PERS EE - Contribution 6.25 %	450.60		450.60
PERS EE - Contribution 7%	975.29		975.29
PERS EE - Contribution 8%	4,783.34		4,783.34
PERS Retirement - Employer 6.25 %	-	450.60	450.60
PERS Retirement - Employer 7.846 %	-	1,115.31	1,115.31
PERS Retirement - Employer 18.586 %	-	12,714.09	12,714.09
Wage Garnishment - Employee	11.54		11.54
Life & Disability Insurance		1,003.51	1,003.51
Other Post Employee Benefit's		2,569.60	2,569.60
Unemployment Insurance		1,604.07	1,604.07
Workers' Compensation		3,666.57	3,666.57
Sub-total	11,715.71	37,041.48	48,757.19
Gross Payroll	\$97,635.00	\$38,386.89	\$136,021.89
Prepared by P/R & Financial Specialist: 	Reviewed by H/R & Risk Mgr.: 		

WARRANT REGISTER # 23
CHECK DATE - NOVEMBER 13, 2014

FUND DISTRIBUTION BREAKDOWN

Checks # 45659 and # 45726 to # 45805 are valid:

GENERAL FUND # 001	\$372,277.12
INTERNAL SERVICE FUND # 100	\$0.00
DEPOSITS FUND # 200	\$4,242.65
COPS-LLESA FUND # 511	\$38.01
AB2928 FUND # 513	\$1,355.00
GAS TAX FUND # 515	\$832.10
LTF FUND # 516	\$107,314.00
MEASURE I 2010-2040 FUND # 524	\$4,027.47
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$692,844.97
SAFE ROUTES TO SCHOOLS FUND # 530	\$537.84
GRAND TOTAL	<u>\$ 1,183,469.16</u>

Prepared by Shirlene Doten, Accounting Technician III 
Reviewed by Sharon Cisneros, Finance Manager 

Town of Yucca Valley

Warrant Register

November 13, 2014

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	45659	Petty Cash	Miscellaneous Supplies	\$ 784.04
	45726	29 Palms Young Marines	Veteran's Day Tribute	200.00
	45727	Aleshire & Wynder, LLC	09/14 Professional Services	13,871.01
	45728	Ruth Alkire	Contract Instructor	74.20
	45729	Arrowhead Mountain Water	Office Supplies	200.25
	45730	AT & T Mobility	Cell Phone Service	365.17
	45731	Avalon Urgent Care	Medical Services	185.00
	45732	Carol Boyer	Contract Instructor	79.80
	45733	Builders Supply-Yucca Valley	Parks Maintenance	65.22
	45734	C & S Electric	Facilities Maintenance	369.72
	45735	C & S Electric	Facilities Maintenance	119.77
	45736	C & S Electric	Facilities Maintenance	346.00
	45737	Companion Animal Clinic	Veterinary Supplies & Services	100.00
	45738	Carol Corbin	Contract Instructor	61.60
	45739	Crowd Control Warehouse	Event Fencing Panels	1,278.00
	45740	Desert Pacific Exterminators	Professional Services	49.00
	45741	Dept of Justice	Livescan Services	162.00
	45742	Susan Earnest	Recreation Program Supplies	132.90
	45743	Farmer Bros. Co.	Office Supplies	273.22
	45744	Catherine Fletcher	Contract Instructor	43.40
	45745	Gaylord Bros, Inc.	Museum Collection Expense	194.71
	45746	Duane Griffin	Contract Instructor	93.80
	45747	Joy Groves	Contract Instructor	228.34
	45748	Hajoca Corporation	Plumbing Supplies	123.49
	45749	HdL Software, LLC	Animal Licensing Software	3,297.51
	45750	Lori Herbel	Contract Instructor	378.00
	45751	Hi-Desert Glass	Facilities Maintenance	172.75
	45752	Hi-Desert Water	Water Service	1,648.26
	45753	Hi-Desert Publishing	Employment Advertising	1,749.33
	45754	Intervet, Inc.	Animal Vaccines & Microchips	1,421.55
	45755	Susan Jordan	Contract Instructor	168.00
	45756	Heather Kaczmarczk	Contract Instructor	616.00
	45757	KCDZ-FM	Veteran's Day Tribute	270.00
	45758	Knorr Systems, Inc.	YVHS Pool Maintenance	879.38
	45759	Pat Lumbattis	Contract Instructor	39.20
	45760	David Luse	Contract Instructor	46.20
	45761	Marlink	Satellite Phone Usage	22.00
	45763	Virginia Neal	Museum Program Services	375.00
	45764	Sierra Oakes	Contract Instructor	2.80
	45765	Oasis Office Supply, Inc.	Office Supplies	498.55
	45766	OnTrac	Delivery Service	3.59

Town of Yucca Valley

Warrant Register

November 13, 2014

Fund	Check #	Vendor	Description	Amount
	45767	P.A.P.A.	Continuing Education Credit	80.00
	45768	P.A.P.A.	Continuing Education Credit	80.00
	45769	Phone Solutions	Telephone Support Svs.	190.00
	45770	Precision Garage Doors	Public Works Mower Shed Door	1,300.00
	45771	Pro Security	Alarm Monitoring Service	420.00
	45772	Pro Video	Town Council Taping	100.00
	45773	Linda Sande	Contract Instructor	89.60
	45776	SBCO-Clerk/Board	Filing Fee	150.00
	45777	SBCO-Clerk/Board	Filing Fee	50.00
	45778	SBCO-Clerk/Board	Filing Fee	50.00
	45779	SBCO Animal Care & Control	County Licensing Pass Through	3,715.70
	45780	SBCO Sheriff's Dept	11/14 Professional Services	308,539.00
	45781	SBCO Fire Protection District	Senior Center Hood Permit	515.00
	45782	SCE	Electric Service	12,849.28
	45783	Beverly Schmuckle	Contract Instructor	60.20
	45784	Southwest Networks, Inc.	Printer	275.25
	45785	Sprint	Cell Phone Service	4.73
	45786	Stater Bros	Recreation Program Expense	82.31
	45787	Sterling Codifiers, Inc.	Codification Services	1,410.00
	45788	Steven Enterprises	Office Supplies	856.06
	45789	Chuck Taylor	Graffiti Removal Service	800.00
	45790	Tease Shirts	Uniform Expense	51.84
	45791	Selah Thuresson	Seminar Expense	85.00
	45792	Time Warner Cable	Internet & Cable Service	467.78
	45793	Tractor Supply	Animal Shelter Supplies	663.09
	45794	Turf Star, Inc.	Parks Equipment Maintenance	79.20
	45795	VCA YV Animal Hospital	Veterinary Services	1,120.64
	45796	Verizon	Long Distance Phone Service	133.23
	45798	Verizon Business	10/14 Shelter Internet Svs.	389.00
	45799	Valley Independent	Printing Expense	565.83
	45800	Walmart Community	Program Supplies	733.49
	45802	Guy Wulf	Sports Referee	750.00
	45803	Yucca Valley Quick Lube	Fleet Oil Change Service	35.62
	45804	YV Chrysler Center	Vehicle Maintenance	717.13
	45805	Yucca Valley Auto Parts	Vehicle Maintenance	97.70
	EFT	First Bankcard	Meetings & Program Supplies	7,986.65
	EFT	Home Depot	Maintenance Supplies	1,192.44
Total 001 GENERAL FUND				\$ 372,277.12

Town of Yucca Valley
Warrant Register
November 13, 2014

Fund	Check #	Vendor	Description	Amount
200 DEPOSITS				
	45774	San Bernardino County Svs.	Deposit Account Refund	\$ 4,224.65
	45775	SBCO-Recorder	Filing Fee	18.00
Total 200	DEPOSITS			\$ 4,242.65
511 COPS-LLESA				
	45797	Verizon Wireless	Sheriff's Office Phone Svs.	\$ 38.01
Total 511	COPS-LLESA			\$ 38.01
513 AB2928-TCRP				
	45801	Willdan Associates	TCRP Project	\$ 1,355.00
Total 513	AB2928-TCRP			\$ 1,355.00
515 GAS TAX FUND				
	45752	Hi-Desert Water	Water Service	\$ 69.08
	45782	SCE	Electric Service	750.93
	45805	Yucca Valley Auto Parts	Vehicle Maintenance	12.09
Total 515	GAS TAX FUND			\$ 832.10
516 LTF FUND				
	45762	Matich Corporation	Black Rock Road Repair	\$ 107,314.00
Total 516	LTF FUND			\$ 107,314.00
524 MEASURE I - 2010-2040 FUND				
	45782	SCE	Electric Service	\$ 4,027.47
Total 524	MEASURE I - 2010-2040 FUND			\$ 4,027.47
527 PUBLIC LANDS FEDERAL GRANT FUND				
	45762	Matich Corporation	PLHD Project	\$ 692,844.97
Total 527	PUBLIC LANDS FEDERAL GRANT FUND			\$ 692,844.97
530 SAFE ROUTES TO SCHOOLS FUND				
	45765	Oasis Office Supply	Copy Service	\$ 537.84
Total 530	SAFE ROUTES TO SCHOOLS FUND			\$ 537.84
***	Report Total			\$ 1,183,469.16

WARRANT REGISTER # 25
CHECK DATE - NOVEMBER 26, 2014

FUND DISTRIBUTION BREAKDOWN

Checks # 45806 to # 45876 are valid:

GENERAL FUND # 001	\$93,667.55
CENTRAL SUPPLIES FUND # 100	\$2,489.13
CUP DEPOSITS FUND # 200	\$2,610.34
COPS LLESA FUND # 511	\$64.99
STREET MAINTENANCE FUND # 515	\$770.74
LTF FUND # 516	\$5,434.19
MEASURE I 2010-2040 FUND # 524	\$250.00
PUBLIC LANDS FEDERAL GRANT FUND # 527	\$2,517.70
SAFE ROUTES TO SCHOOL FUND # 530	\$601.58
CMAQ FUND # 542	\$9,737.50
GRAND TOTAL	<u><u>\$118,143.72</u></u>

Prepared by Shirlene Doten, Accounting Technician III

Reviewed by Sharon Cisneros, Finance Manager

Town of Yucca Valley

Warrant Register

November 26, 2014

Fund	Check #	Vendor	Description	Amount
001	GENERAL FUND			
	45806	Accu Fund, Inc	Annual Software License	\$ 323.75
	45807	Action Pumping, Inc.	Septic Maintenance Service	305.00
	45808	Aleshire & Wynder, LLC	10/14 Professional Services	17,278.32
	45809	Alsco/American Linen, Inc.	Parks Uniform Service	215.78
	45810	Janet Anderson	12/14 Medical Ins. Premium	1,317.60
	45811	Arrowhead Mountain Water	Office Supplies	172.01
	45812	AT & T Mobility	Cell Phone Service	399.09
	45813	Michael Baker	Seminar Mileage Expense	181.64
	45814	Builders Supply-Yucca Valley	Parks Supplies	40.95
	45815	Charles Abbott & Assoc, Inc.	Plan Check Fees	9,351.31
	45816	Companion Animal Clinic	Veterinary Supplies & Services	450.00
	45817	Corelogics Information Solutions	Property Search Service	165.00
	45819	Desert Arc	Park Maintenance Service	4,217.83
	45820	Desert Fire Extinguisher	Senior Kitchen Hood Service	241.84
	45821	Farmer Bros. Co.	Office Supplies	403.05
	45822	FedEx	Delivery Service	111.02
	45823	Fred's Tires	Fleet Tire Replacement	98.55
	45824	Galls, An Aramark Co.	Shelter Uniform Expense	25.07
	45826	Graphic Penguin	Web Site Maintenance	340.00
	45827	Hajoca Corporation	Plumbing Supplies	278.14
	45828	Totalfunds by Hasler	Postage	6.23
	45829	Kaiser Hengesbach, PC	Professional Services	192.00
	45830	Hi-Desert Water	Water Service	627.24
	45831	Hi-Desert Publishing	Ordinance Publication Ad	2,234.41
	45833	Honeywell	HVAC Service Contract	10,702.75
	45834	Joshua Springs	Community Breakfast Event	130.00
	45836	Knorr Systems, Inc.	Employee Training Expense	802.00
	45837	KV Vet Supply Co.	Shelter Veterinary Supplies	70.95
	45840	Bob Leone	Mileage Expense	73.02
	45841	Michele Linzner	CSTI Training Expense	383.00
	45843	NRO Engineering	Engineering Services	2,500.00
	45844	Oasis Office Supply, Inc.	Office Supplies	202.36
	45845	Carl Otteson	Backflow Testing Service	45.00
	45846	Pacific Telemanagement Svs.	Public Phone Service	82.64
	45847	Pacific Utility	Annual Solar Service	380.00
	45848	Public Agency Retirement Services	Professional Svs.	312.77
	45849	PARSAC	Worker's Comp. Insurance	1,057.52
	45850	Phone Solutions	Telephone Transition Service	190.00
	45851	Rogers,Anderson, Malody & Scott	Audit Services	3,260.00
	45852	Rippetoe Law, P.C.	Professional Services	1,065.23
	45853	Tracey Roberts	CSTI Training Expense	855.64

Town of Yucca Valley

Warrant Register

November 26, 2014

Fund	Check #	Vendor	Description	Amount
	45854	Sargent Communications	Phone Conversion Service	1,455.75
	45855	SBCO - Information Services	10/14 Radio Access	2,144.37
	45856	SBCO Sheriff's Dept	Livescan Vouchers	750.00
	45857	SCE	Electric Service	5,751.18
	45859	So. Cal. Gas Co.	Natural Gas Service	815.53
	45860	T.T.I. Inspections	Vehicle Inspection/Repair	412.50
	45861	TelePacific	Phone Service	3,136.08
	45864	Trophy Express	Engraving Service	27.97
	45865	VCA Yucca Valley Animal Hospital	Veterinary Services	817.98
	45866	Verizon	Internet & Phone Service	1,617.64
	45867	Verizon Business	11/14 Shelter Internet Service	390.80
	45868	Valley Independent	Printing Expense	472.99
	45870	Wilmes, LLC	Lead & Abestos Training	1,300.00
	45871	YESCO	PFF Sign Removal	2,940.00
	45872	Yucca Valley Quick Lube, LLC	Fleet Oil Change Service	114.04
	45873	YV Chamber of Commerce	Joint Marketing Partnership	200.00
	45874	YV Chrysler Center	Vehicle Maintenance	563.00
	45875	Yucca Valley Auto Parts, Inc.	Vehicle Maintenance	119.47
	45876	Zee Medical, Inc.	Safety Supplies	117.40
	EFT	First Bankcard	Meetings/Operating Supplies	8,134.75
	EFT	The Home Depot	Facilities Maintenance	1,297.39
Total 001	GENERAL FUND			\$ 93,667.55
100 INTERNAL SERVICE FUND				
	45825	GE Capital Corporation	Com Dev Copier Lease	\$ 1,933.08
	45844	Oasis Office Supply, Inc.	Copy Paper	345.49
	45868	Valley Independent	Sales Tax Business Card Masters	210.56
Total 100	INTERNAL SERVICE FUND			\$ 2,489.13
200 DEPOSITS FUND				
	45843	NRO Engineering	Engineering Services	\$ 2,545.00
	45844	Oasis Office Supply, Inc.	Copying Service	65.34
Total 200	DEPOSITS FUND			\$ 2,610.34
511 COPS-LLESA FUND				
	45862	Time Warner Cable	Sheriff's Office Internet Svs.	\$ 64.99
Total 511	COPS-LLESA FUND			\$ 64.99

Town of Yucca Valley

Warrant Register

November 26, 2014

Fund	Check #	Vendor	Description	Amount
515 GAS TAX FUND				
	45809	Alsco/American Linen, Inc.	Streets Uniform Service	\$ 60.18
	45860	T.T.I. Inspections	Vehicle Inspection/Repair	325.00
	45863	Traffic Management, Inc.	Streets Signage	385.56
Total 515	GAS TAX FUND			\$ 770.74
516 LTF FUND				
	45832	Hill's Towing	Black Rock Rd Project Expense	\$ 130.00
	45838	LandMark	Black Rock Soils Testing Svs.	614.10
	45839	Lefevre's Towing, Inc.	Black Rock Rd Project Expense	300.00
	45842	Matich Corporation	Black Rock Rd Project Expense	1,765.09
	45843	NRO Engineering	Engineering Services	2,625.00
Total 516	LTF FUND			\$ 5,434.19
524 MEASURE I - 2010-2040 FUND				
	45858	Siemens Industry, Inc.	Signal Maintenance Svs.	\$ 250.00
Total 524	MEASURE I - 2010-2040 FUND			\$ 250.00
527 PUBLIC LANDS FEDERAL GRANT FUND				
	45822	FedEx	Delivery Service	\$ 72.37
	45835	KCDZ-FM	PLHD Project Advertising	300.00
	45838	LandMark	PLHD Project Services	2,145.33
Total 527	PUBLIC LANDS FEDERAL GRANT FUND			\$ 2,517.70
530 SAFE ROUTES TO SCHOOLS FUND				
	45822	FedEx	Delivery Service	\$ 16.78
	45869	Walmart Community	Safe Routes to Schools	584.80
Total 530	SAFE ROUTES TO SCHOOLS FUND			\$ 601.58
542 CMAQ FUND				
	45818	DBX, Inc.	CMAQ Project	\$ 9,737.50
Total 542	CMAQ FUND			\$ 9,737.50
***	Report Total			\$ 118,143.72

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor & Town Council
From: Lesley Copeland, Town Clerk
Date: December 1, 2014
For Council Meeting: December 9, 2014

Subject: Selection of Mayor and Mayor Pro Tem for 2015

Recommendation: Nominate a Council Member to serve as Mayor for 2015 and nominate a Council Member to serve as Mayor Pro Tem for 2015.

Order of Procedure:

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

Discussion:

Traditionally, the Mayor Pro Tem is nominated as Mayor and the next Mayor Pro Tem is nominated according to seniority. In accordance with the Town of Yucca Valley Manual for Procedural Guidelines for the Conduct of Town Council, and following the tradition set by the Council in past election cycles, the seniority of the new Council would typically be as follows:

Mayor George Huntington
Mayor Pro Tem Robert "Bob" Leone
Councilmember Merl Abel
Councilmember Rick Denison
Councilmember Robert Lombardo

However, in accordance with the Town's procedural guidelines, the Town Council may choose to nominate and confirm through majority vote any member of the Council for Mayor and Mayor Pro Tem based on qualifications, need or other criteria as appropriate.

Alternatives: None Recommended
Fiscal Impact: None
Attachments: None

Reviewed By: [Signatures]
Town Manager, Town Attorney, Finance Manager, Town Clerk

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