

**City Council**

**Redevelopment Agency**

**AGENDA**

**Wednesday**

**Regular**

**Closed Session 6:00 PM  
Regular Session 6:30 PM**

**December 2, 2009**

**City Hall  
100 West California Avenue  
Ridgecrest CA 93555**

**(760) 499-5000**

**Steven P. Morgan, Mayor  
Ronald H. Carter, Mayor Pro Tempore  
Thomas R. Wiknich, Vice Mayor  
Marshall G. Holloway, Council Member  
Jerry D. Taylor, Council Member**



**CITY OF RIDGECREST**

**CITY COUNCIL  
RIDGECREST REDEVELOPMENT AGENCY**

**AGENDA**

Regular Council/Agency Meeting

Wednesday, December 02, 2009

**CITY COUNCIL CHAMBERS CITY HALL**

100 West California Avenue  
Ridgecrest, CA 93555

**Closed Session – 6:00 p.m.**

**Regular Session – 6:30 p.m.**

This meeting room is wheelchair accessible. Accommodations and access to City meetings for people with other handicaps may be requested of the City Clerk (499-5002) five working days in advance of the meeting.

In compliance with SB 343. City Council/Ridgecrest Redevelopment Agency Agenda and corresponding writings of open session items are available for public inspection at the following locations:

1. City of Ridgecrest City Hall, 100 W. California Ave., Ridgecrest, CA 93555
2. Kern County Library – Ridgecrest Branch, 131 E. Las Flores Ave., Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**December 2, 2009**

**Page 3**

**CLOSED SESSION – 6:00 p.m.**

GC54956.9 Conference with Legal Counsel - Potential Litigation - Disclosure of Potential Litigant Would Prejudice the City of Ridgecrest

GC54957 Personnel Matter - City Manager Recruitment - Report

GC54956.9 Conference with Legal Counsel - Liability Claim of Anthanasios Leventis - Claim No. 09-07

GC54956.9 Conference with Legal Counsel - Liability Claim of Angela Leventis - Claim No. 09-08

**REGULAR SESSION – 6:30 p.m.**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**CITY ATTORNEY REPORTS**

- ❖ Closed Session
- ❖ Other

**PRESENTATIONS**

**COMMITTEES, BOARDS AND COMMISSIONS**

**First Council Meeting (1<sup>st</sup> Wednesday of the month)**

**Community Development Committee**

Member: Steve Morgan, Ron Carter, Eric Kauffman, Jason Patin

Meetings: 1<sup>st</sup> Thursday of the month at 5:00 p.m.; Council Conference Room

Next meeting December 3, 2009

**RACVB**

Council Members Chip Holloway, Jerry Taylor

Meetings: 1<sup>st</sup> Wednesday of the month, 8:00 a.m.

Next meeting December 2, 2009 at Carriage Inn

**Parks, Recreation and Cultural Affairs Department Director's Report**

**Parks, Recreation and Quality of Life Committee**

Members: Ron Carter, Chip Holloway, Craig Porter, Jason Patin

Meetings: 3<sup>rd</sup> Thursday of the month at 5:00 p.m.; Kerr-McGee Center

Next meeting December 17, 2009

**Youth Advisory Council**

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**CITY MANAGER/EXECUTIVE DIRECTOR REPORTS**

**PUBLIC HEARINGS**

**1. A Public Hearing To Consider Planning Commission Recommendation To Approve Certification Of The Final Environmental Impact Report (EIR) And Approval Of The Proposed City Of Ridgecrest General Plan Update McRea**

The General Plan Update sets forth a 20-year development plan for the City of Ridgecrest.

1. Resolution No. 09-, A Resolution of the City Council of the City of Ridgecrest approving CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT as complete and meeting CEQA Guidelines, and
2. Resolution No. 09-, A Resolution Of The City Council Of the City of Ridgecrest Approving A RESOLUTION ADOPTING THE GENERAL PLAN UPDATE

Attachments shown for reference only, included within this City Council staff report:

1. Resolution to Certify the General Plan Update Environmental Impact Report,
2. Resolution to Approve the Adoption of the General Plan Update
3. Planning Commission Staff Report, October 20, 2009,
4. Planning Commission Resolution 09-22, recommending certifying General Plan Environment Impact Report,
5. Planning Commission Resolution 09-23, recommending approving General Plan Update 2030,
6. Planning Commission Minutes, October 20, 2009,
7. General Plan Addendum - December 2, 2009,

Due to the length of the documents listed below, distribution of hard copies of items 8 - 11 shall be to the City Council, City Manager, City Attorney and Public Services Director. These documents are available online and at the City Planning Division office.

8. Draft General Plan Environmental Impact Report, May 2009,

**AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**December 2, 2009**

**Page 5**

9. Final General Plan Environmental Impact Report, September 2009,
10. General Plan Update Public Draft, October 2008,
11. Land Use Diagram, 8 pages, (Exhibit C) October 2009

**2. A Public Hearing To Discuss And Prioritize Proposed Community Development Block Grant Projects **Speer****

A Public Hearing to discuss and prioritize proposed Community Development Block Grant Projects for the FY 2010-11 Annual Action Plan for Community Development Programs within the County of Kern five year Consolidated Plan.

**ORDINANCES AND RESOLUTIONS**

**3. Resolution No. 09- , A Resolution Of The Ridgecrest City Council Approving A Three Year Partnership Agreement Between The City Of Ridgecrest And Southern California Edison And Authorizing The City Manager To Sign The Agreement And Rescinding Resolution 06-04 **Taylor****

In 2006 the City entered into a partnership agreement with Southern California Edison to help the community and businesses have sustainable energy efficient programs. Council is requested to rescind Resolution 06-04 and approve a new resolution that continues the partnership between City of Ridgecrest and Southern California Edison with a three year partnership agreement.

**4. Introduction An First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 And Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements **McRea****

Ordinance 09-05 was discussed at the Regular City Council meetings of November 4 and November 18 at which time a Special Council Meeting was schedule for November 23 to finalize revisions to certain sections of the Ordinance. This Ordinance was reviewed at the Special meeting of the City Council on November 23. Changes were made to Section 12-9.5 Definitions; 12-9.9 Single-Family Residential Landscape Procedure; 12-9.17 1(a)(b)(c)(d) Mandatory Measures; and 12-93.21 Administrative Exceptions. The language changes were reviewed and approved by the City Attorney and the Ordinance is now placed on the agenda for first reading and introduction for the Council to review and make the following motions.

***Recommended Motions - 2 motions***

**Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 An Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code concerning Water Efficient Landscape Requirements**

**Requires a second**

**Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 An Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements**

**Requires a second**

### **CONSENT CALENDAR**

All items on the Consent Calendar are considered to be routine by City staff and will be approved in one motion if no member of the Council or the public wishes to comment or ask questions. If comment or discussion is desired by anyone, that item may be removed from the Consent Calendar and be considered separately, with public comment, before action is taken

5. Minutes Of The Regular City Council/Redevelopment Agency Meeting Of November 18, 2009 Ford

6. Minutes Of The Regular City Council/Redevelopment Agency Meeting Of November 24, 2009 Ford

### **PUBLIC COMMENT**

Persons wishing to address the Council on matters that are within the Council's jurisdiction and do not already appear on the agenda, may do so at this time. Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on this Agenda. Speakers are limited to five (5) minutes. The PUBLIC COMMENT section of the Agenda is limited to a total of sixty (60) minutes. Speakers are asked to provide their name and address for the record.

### **MAYOR AND COUNCIL COMMENTS**

The Mayor and Council Members may make a brief statement. In addition, Council Members may ask questions of staff or the public for clarification on any matter, make a request of staff for factual information, or request staff to report back to the Council at a later meeting concerning any matter. In addition the Mayor or any Council Member may direct the City Manager to place an item of business on a future agenda.

### **ADJOURNMENT**

**1**

## CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

### SUBJECT:

A Public Hearing to consider the Planning Commission recommendations to Certify the Final Environmental Impact Report (EIR) and Approve the Proposed *City of Ridgecrest General Plan Update, 2030*. The *General Plan Update* sets forth a 20-year development plan for the City.

1. Resolution No 09- ; A Resolution Of The City Council Of The City of Ridgecrest Approving CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT as complete and meeting CEQA Guidelines, and,
2. Resolution No 09- ; A Resolution Of The City Council Of The City of Ridgecrest Approving A RESOLUTION ADOPTING THE GENERAL PLAN UPDATE

Applicant: City of Ridgecrest

### PRESENTED BY:

James McRea

### SUMMARY:

The *Ridgecrest General Plan Update* was initiated in March, 2007 by soliciting input from the public at three Community Workshops. Thereafter, a 15 member General Plan Advisory Committee, (GPAC), conducted 19 meetings between March 27, 2007 and September 29, 2009. GPAC worked closely with the City staff and Matrix Design Group by formulating the General Plan. This *General Plan Update* includes the following Elements: Land Use, Circulation, Open Space & Conservation, Health & Safety, Military Sustainability and Community Design. When adopted by the City Council, this document shall supersede the current *Ridgecrest General Plan, 1991 – 2010*.

GPAC approved the *General Plan Update Public Draft*. This document was distributed to the City Council with an update of General Plan progress on October 15, 2008. A Draft EIR was prepared by ESA Associates on behalf of the *Public Draft*. The Draft EIR was completed in May, 2009 and the Final EIR was completed in September, 2009.

In addition to their participation within GPAC, the Planning Commission made modifications to the *General Plan Update Public Draft*, (Attachment #10) at their meetings of July 23, 2009, August 11, 2009 and August 25, 2009. These modifications are contained within the *Ridgecrest General Plan Addendum*, dated December 2, 2009, (Attachment #7). Finally, on October 20, 2009 the Planning Commission approved resolutions recommending that the City Council Certify the General Plan EIR, (Attachment #6) and Adopt the *General Plan Public Draft*, (October, 2008) as amended within the *General Plan Addendum*, (October 20, 2009) and Land Use Diagram, (Attachment #11).

### FISCAL IMPACT:

None

Reviewed by Administrative Services Director

### ACTION REQUESTED:

The City Council is requested to:

- Adopt Resolution 09-\_\_ certifying the General Plan EIR, and
- Adopt Resolution 09-\_\_ Adopting the Ridgecrest General Plan Update, 2010 - 2030.

### CITY MANAGER'S RECOMMENDATION:

Action as requested:

Submitted by: James McRea

Action Date: 12-02-09

**Attachment #1**

**CITY COUNCIL RESOLUTION 09-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE RIDGECREST GENERAL PLAN 2030 UPDATE**

THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES as follows:

**SECTION 1. FINDINGS**

On October 20, 2009 the Planning Commission held a public hearing and duly and considered the Environmental Impact Report prepared for the Ridgecrest General Plan Update at a special Planning Commission meeting.

The Planning Commission considered the recommendations of staff and consultants and pursuant to Section 15090 (a) (2):

- (a) A final impact report has been prepared for the proposed project and is recommended for certification by City Council, including mitigation of impacts as identified the Environmental Impact Report, and
- (b) has considered the Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report

**SECTION 2. DESCRIPTION**

The Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report. is hereby attached as "Exhibit A".

**SECTION 3. APPROVAL**

On December 2, 2009 the City council held a public hearing and duly and considered the Environmental Impact Report prepared for the Ridgecrest General Plan.

Upon receiving the recommendation of the Planning Commission and having received testimony on December 2, 2009 from the public, the City Council determines that it is the best interest of the public for the City Council to take the following actions and make the following approvals:

1. The City Council has certified the Final EIR s complete and in accordance with State Guidelines,
2. The City Council hereby adopts as conditions of approval all mitigation measures (policies and implementation measures of the proposed project) within the responsibility and jurisdiction of the City as set forth in Section 1.2 (Part I) of the findings, (Exhibit A)
3. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the proposed project as discussed in Section 1.3, (Exhibit A)

4. The City Council hereby adopts the findings and statements of overriding considerations set forth above in their entirety as its findings for these actions and approvals, (Exhibit A)
5. Having certified the Final EIR, independently reviewed and analyzed the Final EIR, incorporated policies and implementation measures into the proposed project, and adopted findings and a statement of overriding considerations, the City Council hereby separately approves the City of Ridgecrest 2030 General Plan Update.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of December, 2009 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Steven Morgan, Mayor

ATTEST:

\_\_\_\_\_  
Rachael Ford  
City Clerk

**Exhibit A**  
City Council Resolution Recommendation Certification of the EIR  
Findings of Fact and  
**Statement of Overriding Considerations**  
*City of Ridgecrest General Plan Update*  
**Findings of Fact and**  
**Statement of Overriding Considerations**  
*City of Ridgecrest General Plan Update*

**1.1 Introduction and Certification of the Final EIR**

The City of Ridgecrest (City), as lead agency, has completed the Final Environmental Impact Report (Final EIR) for its City of Ridgecrest 2030 General Plan Update Project (proposed project). The Final EIR comprises a program-level analysis of the proposed project and has State Clearinghouse No 2008111097.

A Draft Environmental Impact Report (Draft EIR) was released on May 19, 2009, for review by public agencies, organizations, and members of the public. The Draft EIR assess the potentially significant environmental effects resulting from implementation of the proposed project, identifies potentially feasible means to mitigate those potentially significant adverse impacts, and evaluates a reasonable range of alternatives to the project. The Final EIR is comprised of the Draft EIR, written responses to the significant environmental issues raised in those comments, revisions to the text of the Draft EIR reflecting changes made in response to comments and other information, along with other minor changes to the text of the Draft EIR. The Final EIR is hereby incorporated by reference.

Through the adoption of this section (1.1) of these findings, the City of Ridgecrest City Council (City Council or Council) hereby satisfies its obligation under section 15090 of Title 14, Division 6, Chapter 3 of the California Code of Regulations ("CEQA Guidelines") to certify: (1) that the Final EIR has been completed in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines; (2) that the Final EIR has been presented to the Council, which has reviewed and considered the information contained therein prior to taking action on the proposed project; and (3) that the Final EIR reflects the City's independent judgment and analysis.

## **1.2 Findings**

As required by CEQA, the City has made specific findings regarding the environmental effects of the project. These findings constitute the City Council's best efforts to set forth the evidentiary and policy bases for its decision to approve the project in a manner consistent with the requirements of CEQA. These findings, in other words, are not merely informational, but rather constitute a binding set of obligations that come into effect with the City Council's approval of the proposed project.

The City Council is adopting these findings for the entirety of the actions described in these findings and in the Final EIR. Although the findings below identify specific pages within the Draft and Final EIRs in support of various conclusions reached below, the Council has no quarrel with, and thus incorporates by reference and adopts as its own, the reasoning set forth in both environmental documents, and thus relies on that reasoning, even where not specifically mentioned or cited below, in reaching the conclusions set forth below, except where additional evidence is specifically mentioned. This is especially true with respect to the Council's approval of all mitigation measures recommended in the Final EIR, and the reasoning set forth in responses to comments in the Final EIR.

Having received, reviewed, and considered the Final EIR and other information in the record of proceedings, the City Council hereby adopts the following findings in compliance with CEQA and the CEQA Guidelines.

- Part I – Findings regarding the environmental impacts of the proposed project and the mitigation measures (General Plan policies, etc.) for those impacts identified in the Final EIR and incorporated in the General Plan.
- Part II – Findings regarding alternatives and the reasons that such alternatives are rejected.
- Part III – Statement of Overriding Considerations determining that the benefits of implementing the proposed project outweigh the significant unavoidable environmental impacts that will result and therefore justify approval of the proposed project despite such impacts.

Those findings are presented below, along with facts and evidence to support each finding. The documents and other materials that constitute the record of proceedings on which these findings are based are located at the City of Ridgecrest, Planning Department, 100 W. California Avenue, Ridgecrest, CA 93555-4054. This information is provided in compliance with Public Resources Code §21081.6(a) (2).

### **Part I – Impacts and Mitigation Measures**

These findings provide the written analysis and conclusions of the City Council regarding the environmental impacts of the proposed project and the mitigation measures included as part of the Final EIR and adopted by the City Council as part of the project. To avoid duplication and redundancy, and because the Council agrees with, and hereby adopts, the conclusions in the Final EIR, these findings will not repeat the analysis and conclusions in the Final EIR, but instead incorporates them by reference herein and relied upon them as substantial evidence supporting these findings.

In making these findings, the City Council has considered the opinions of other agencies and members of the public. The City Council finds that the determination of significance thresholds is a judgment decision within the discretion of the City Council; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and

the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the proposed project. Thus, although, as a legal matter, the City Council is not bound by the significance determinations in the EIR (see Pub. Resources Code, § 21082.2, subd. (e)), the Council finds them persuasive and hereby adopts them as its own.

Table 1 summarizes the environmental determinations of the Final EIR and the proposed project's impacts before and after mitigation. This table does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, Table 1 provides a summary description of each impact, describes the key General Plan policies and implementation measures identified in the Final EIR and adopted by the City Council, and states the City Council's findings on the significance of each impact after imposition of the adopted General Plan policies and implementation measures. A full explanation of these environmental findings and conclusions can be found in the Draft and Final EIR and these findings hereby incorporate by reference the discussion and analysis in these documents supporting the determination regarding the proposed project's impacts and mitigation measures designed to address those impacts. In making these findings, the City Council ratifies, adopts and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below in Section 1.4 "Resolutions of Approval", the City Council adopts and incorporates the policies and implementation measures (mitigation measures) set forth in Table 1 to substantially lessen or avoid the potentially significant and significant impacts of the proposed project, as well as certain less-than-significant impacts. In adopting these mitigation measures, the City Council intends to adopt each of the policies and implementation measures proposed in the Final EIR. Accordingly, in the event a policy or implementation measure recommended in the Final EIR has inadvertently been omitted from Table 1, such policy or implementation measure is hereby adopted and incorporated in the findings below. In addition, in the event the language describing a policy or implementation measure set forth in Table 1 fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the policies and implementation measures as set forth in the Final EIR shall control, unless the language of the policies and implementation measures has been specifically and expressly modified by these findings. With respect to each and every significant effect identified in the EIR, the City hereby finds that "changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(1).) Rather than repeat this finding dozens of times to address each and every significant effect, this paragraph eliminates the need for such repetition because in no instance is the City Council rejecting mitigation measures recommended in the Draft and Final EIRs. The Council recognizes that, as a part of the General Plan update process, the final language of the General Plan evolved to reflect both environmental considerations and public input. In all instances, the Council is content with the final mitigation language as set forth in the General Plan at the time of adoption.

## ***Part II - Alternatives to the Project***

An EIR is required to describe a range of reasonable alternatives to the project that could feasibly attain the objectives of the project, and to evaluate the comparative merits of the alternatives (CEQA Guidelines Section 15126.6(a)).

Additionally, CEQA Guidelines Section 15126.6(b) requires consideration of alternatives that could avoid or substantially lessen any significant adverse environmental effects of the proposed project, including alternatives that may be more costly or could otherwise impede the project's objectives. The range of alternatives considered must include those that offer substantial environmental advantages over the proposed project and may be feasibly accomplished in a successful manner considering economic, environmental, social, technological, and legal factors.

The following alternatives are discussed in the EIR:

- Alternative 1: No Project (Build-out of existing 1991 General Plan)

- Alternative 2: Increased Residential Density Alternative
- Alternative 3: Reduced Development Yield Alternative

Descriptions of these alternatives, the basis for selection, and the environmental characteristics of the alternatives are more fully described in Chapter 4 “Alternatives to the Proposed Project” of the Draft EIR.

### **Project Objectives**

For reference purposes in consideration of project alternatives, the key project objectives are to:

- Minimize the loss of open space land.
- Protect existing land uses from incompatible development.
- Encourage infill development and the use of village centers that can be the focus and foundation of neighborhoods within the City.
- Promote a diverse economy and compatible land uses with the surrounding military operations.
- Address recent environmental trends and issues, such as green-house gases, energy conservation, and long-term water supply.

### **Summary of Findings**

#### **Alternative 1: No Project Alternative**

Under the No-Project Alternative, the City would continue with implementation of its existing 1991 to 2010 General Plan, which would remain as the adopted long-range planning policy document for the City. Current development patterns would continue to occur in accordance with the existing General Plan and Zoning Code. Consequently, this alternative would fundamentally fail to meet a majority of the project objectives described above. Failure to update the City’s existing General Plan will not result in a comprehensive update to the City’s existing goals and policies to help incorporate current planning, environmental, and regulatory trends and objectives. Additionally, the existing General Plan fails to include the concept of “urban villages”, which identify future development areas and set guidance for the comprehensive planning of future growth and development. For all of these reasons, the City Council rejects the No Project Alternative as infeasible within the meaning of CEQA and CEQA case law.

#### **Alternative 2: Increased Residential Density Alternative**

While keeping many of the features of the proposed project, Alternative 2 looks at increasing the amount of land designated as Residential Low Density (an increase in density over the Residential Estate lands identified under the proposed project) in the southeastern quarter of the Planning Area. This alternative also looked at the inclusion of areas for large-scale planned residential communities. Although increased levels of development would require additional increases in infrastructure (both transportation and public service/utility), this alternative could encourage transit usage and reduce dependency on the automobile. This alternative would fail to meet several key project objectives of paramount importance to the City Council. Notably, increasing the density of land in the southeastern quarter of the Planning Area makes this alternative inconsistent with project objectives related to the loss of open space lands, protecting existing land uses from incompatible development, and reducing GHG emissions. Furthermore, the greater concentrations of development in the southeastern quarter contemplated by this alternative will lead to increased levels of impact for certain categories of environmental effects. For example, because land uses are intensified within the southeastern quarter, air quality impacts, due to the types of dwelling units and other development contemplated under the alternative, would result in slightly higher emission levels of both mobile and stationary sources of air quality emissions, and GHG emissions (see Draft EIR, Table 4-1). (Draft EIR, p. 4-4 and 4-5.) With respect to cultural resources, the intensification of land uses within the southeastern quarter under Alternative 2 may result in greater impacts to previously undiscovered cultural resources to those anticipated under the proposed project. (Draft EIR, p. 4-12.) With respect to transportation, Alternative 2 would cause slightly higher levels of delay and congestion

than the proposed project. (Draft EIR, p. 4-13) For all of these reasons, the City Council rejects Alternative 2 as infeasible within the meaning of CEQA and CEQA case law.

### **Alternative 3: Reduced Development Yield Alternative**

Under Alternative 3, the anticipated development yield and ultimate population relative to the net increases associated with the proposed project would be reduced by 10%. This alternative would allow fewer homes and fewer residents in the southwest and southeastern portions of the Planning Area relative to the proposed General Plan. The transportation improvements provided in the Circulation Element and Diagram would be implemented under this alternative.

The purpose of a general plan is to guide the growth and development of a community. Accordingly, the City's proposed General Plan is premised on projected future growth occurring in the area and to provide a framework within which projected growth can be accommodated and managed consistent with the City's overall planning responsibilities and objectives. The proposed project embodies a long-term perspective that tries to deal with demographic and market realities in a manner that minimizes the environmental effects that are inevitable when large numbers of people move into a region over time (or when the children of local families choose to remain in their hometown and raise their families there). On its face, Alternative 3 may appear to be more environmentally benign than the proposed project, in that the alternative would reduce its anticipated development yield and ultimate population by roughly 10%. However, as shown in Table 4-1 (Draft EIR, p. 4-4 through 4-7), implementation of Alternative 3 would still result in significant and unavoidable impacts (although the severity would be reduced in some cases) to several environmental resource topics. Because these seeming benefits, however, reflect what the City Council believes are unrealistic assumptions about future growth pressures and an unwillingness to grapple directly with such pressures so that new growth in the region can be under the City's control to the extent possible, the City Council rejects Alternative 3 as infeasible.

### **Part III - Statement of Overriding Considerations**

As previously described, the City has found that several impacts of the proposed project remain significant following adoption and implementation of the mitigation measures described in the Final EIR. These significant impacts are summarized above in Table 1.

The City finds, per Public Resources Code §21081(b), that specific overriding economic, legal, social, technological, or other benefits outweigh the unavoidable adverse environmental effects of the proposed project (the Program). These overriding considerations include the following:

1. Creation of jobs and economic benefits.
2. A framework for the orderly management of future City growth.
3. Updated policies that reflect current environmental and planning trends.
4. Increased opportunities for infill development.

#### **1.3 Mitigation Monitoring and Reporting Program**

In accordance with CEQA and the CEQA Guidelines, the City Council must adopt a mitigation monitoring and reporting program to ensure that the mitigation measures adopted herein are implemented in the implementation of the proposed project. In the case of the project, one of the primary components of the proposed project includes preparing an update to the City's existing General Plan. Consistent with the CEQA Guidelines (Section 15097(b)), the monitoring plan applies to all of the policies and implementation measures identified in the general plan, in particular to those identified in Table 1 of this document. Consistent with the CEQA Guidelines (Section 15097 (b)), the City's annual report on the status of the general plan will serve as the basis for its mitigation monitoring and report program and will not require a separate mitigation monitoring and reporting program.

**Attachment #2**

**CITY COUNCIL RESOLUTION 09-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, ADOPTING THE *RIDGECREST GENERAL PLAN 2030 UPDATE*.**

THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES as follows:

**SECTION 1. FINDINGS**

On October 20, 2009 the Planning Commission held a public hearing and duly considered the Ridgecrest General Plan Update at a Special Planning Commission meeting.

The Commission considered the recommendation of staff and consultants pursuant to Government Code §§ 65853, *et seq.*:

- (a) Recommends that the City Council adopt the *General Plan Update, 2030*,

**SECTION 2. DESCRIPTION**

1. The Planning Area established for the Ridgecrest General Plan is shown on Figure 1-2 within the *General Plan Update Public Draft*, (October 2008) incorporating lands managed by the Bureau of Land Management (BLM) and lands held by the Department of Defense as part of China Lake and unincorporated territory. The Planning Area covers a land area of approximately 40 square miles.
2. The *General Plan 2030 Update* supersedes the Ridgecrest General Plan 1991-2020 Adopted by the Ridgecrest City Council Resolution 94-57 on August 3, 1994.
3. This *General Plan 2030 Update* is comprised of Exhibit A - the *General Plan Public Draft*, (October, 2008), Exhibit B - *General Plan Public Draft Addendum*, (December 2, 2009), Exhibit C - Amended General Plan Diagram, (October, 2009), and, Exhibit D - Figure 7-1, Amended Parks and Recreation Plan.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of December, 2009 by the following

vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Steven Morgan, Mayor

ATTEST:

\_\_\_\_\_  
Rachael Ford  
City Clerk

**Attachment #3**

**Planning Commission  
STAFF REPORT  
Public Hearing: October 20, 2009**

**Application:**

**Public Hearing to consider recommending certification of the Final Environmental Impact Report (EIR) and approval of the Proposed City of Ridgecrest General Plan Update.** The General Plan Update sets forth a 20-year development plan for the City of Ridgecrest.

**General Plan Preparation and Review Process:**

<b>Ridgecrest General Plan Update and EIR Project Preparation &amp; Review</b>		
1.	Horizon Year	2030
2.	Applicant	City of Ridgecrest, 100 W. California Avenue, Ridgecrest, CA
3.	General Plan Timeline	<ul style="list-style-type: none"> <li>• 3 Community Workshops, Spring, 2007</li> <li>• 1<sup>st</sup> GPAC Meeting, March 27, 2007</li> <li>• 19<sup>th</sup> GPAC Meeting, September 29, 2009</li> <li>• Planning Commission Public Hearing, October 20, 2009</li> <li>• City Council Public Hearing, December 2, 2009</li> </ul>
3.	General Plan Elements	Land Use, Circulation, Open Space & Conservation, Health & Safety, Noise, Military Sustainability, Community Design
4.	Consultants	Matrix Design Group, Inc and ESA Associates
5.	General Plan Formulation Participants	City Council, Planning Commission, General Plan Advisory Committee, Ridgecrest Area Residents and City Staff
6.	Agencies Notified	IWV Water District. R. Public Works State Clearinghouse Kern Co. Fire Dept. R. Police Air Quality Board Kern Co. Planning Sierra Sand Sch. Dst CalTrans div. 6 Mediacom So. Calif Edison Cal Fish & Game Naval Weapons Ctr Verizon. US Fish & Wildlife PG & E Lahotan Rg. WQCB CalTrans Hdqtrs Air Resources Board Cal Highway Patrol Caltrans Aeronautics Cal Conservation Dept Cal Health Services Integrated WMB Native Am HeritageCom State Lands Div Cal SWRCB Cal Toxic Sub Dept Cal Water Resources Dpt.

**Recommended Planning Commission Actions:**

1. Approve RESOLUTION RECOMMENDING THAT THE CITY COUNCIL CERTIFIES THE ENVIRONMENTAL IMPACT REPORT as complete and meeting CEQA Guidelines, and,
2. Approve RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE A RESOLUTION ADOPTING THE GENERAL PLAN UPDATE

**General Plan Update and EIR Documents :**

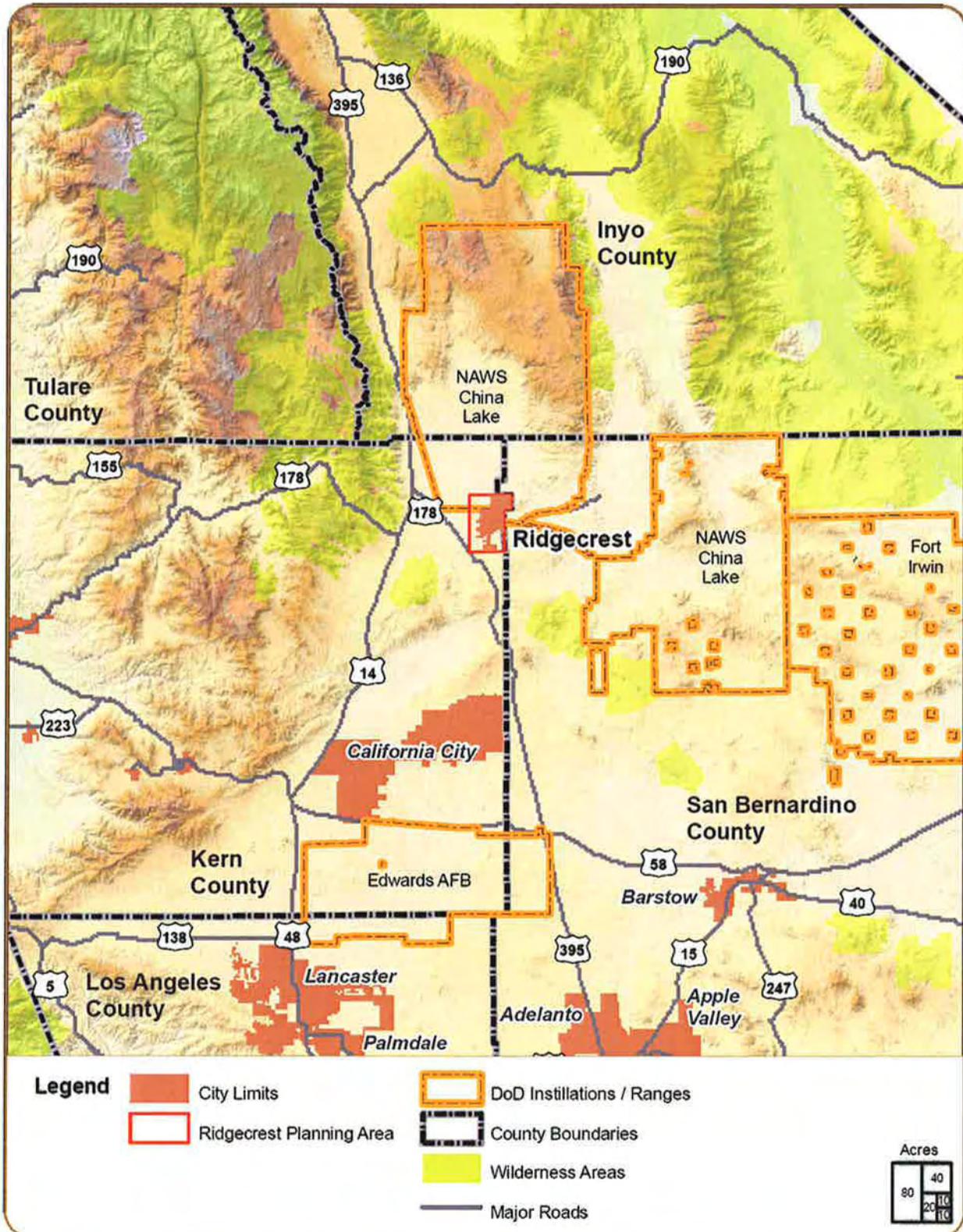
Ridgecrest General Plan Update and EIR Project Documents	
DOCUMENT	AVAILABLE FOR REVIEW AT:
<p><b>1. Background Sources:</b></p> <ul style="list-style-type: none"> <li>GP Map Atlas</li> <li>Policy Directions Report</li> <li>GP Newsletters / Facts</li> <li>GPAC</li> <li>Community Workshops</li> </ul>	<p>Westplanning website:  <a href="http://www.westplanning.com/ridgecrest/index.htm">http://www.westplanning.com/ridgecrest/index.htm</a></p> <p>Ridgecrest City Hall, Planning Division</p>
<p><b>2. General Plan Documents:</b></p> <ul style="list-style-type: none"> <li>Public Draft General Plan Text, (10/08)</li> <li>Public Draft General Plan Text Addendum, (9/09)</li> </ul>	<p>City of Ridgecrest website:  <a href="http://ci.ridgecrest.ca.us/commdev.aspx?id=544">http://ci.ridgecrest.ca.us/commdev.aspx?id=544</a></p> <p>Ridgecrest City Hall, Planning Division                      Ridgecrest Library</p>
<p><b>3. General Plan Maps:</b></p> <ul style="list-style-type: none"> <li>All maps contained in GP text</li> <li>Revised Land Use Diagram, (10/10)</li> <li>Revised Parks &amp; Recreation Plan Figure 7-1 (Revised 10/10)</li> </ul>	<p>City of Ridgecrest website:  <a href="http://ci.ridgecrest.ca.us/commdev.aspx?id=544">http://ci.ridgecrest.ca.us/commdev.aspx?id=544</a></p> <p>Ridgecrest City Hall, Planning Division</p> <p>Revised Land Use Diagram and Parks &amp; Recreation Plan are included within this staff report</p>
<p><b>4. General Plan EIR:</b></p>	<p>City of Ridgecrest website:</p>

<ul style="list-style-type: none"> <li>• GP Update, Draft EIR</li> <li>• GP Update, Final EIR</li> <li>• GP Update, Findings of Fact &amp; Statement of Overriding Considerations</li> </ul>	<p><a href="http://ci.ridgecrest.ca.us/commdev.aspx?id=544">http://ci.ridgecrest.ca.us/commdev.aspx?id=544</a>  Ridgecrest City Hall, Planning Division</p> <p>Findings &amp; SOC are included within this staff report</p>
--	---

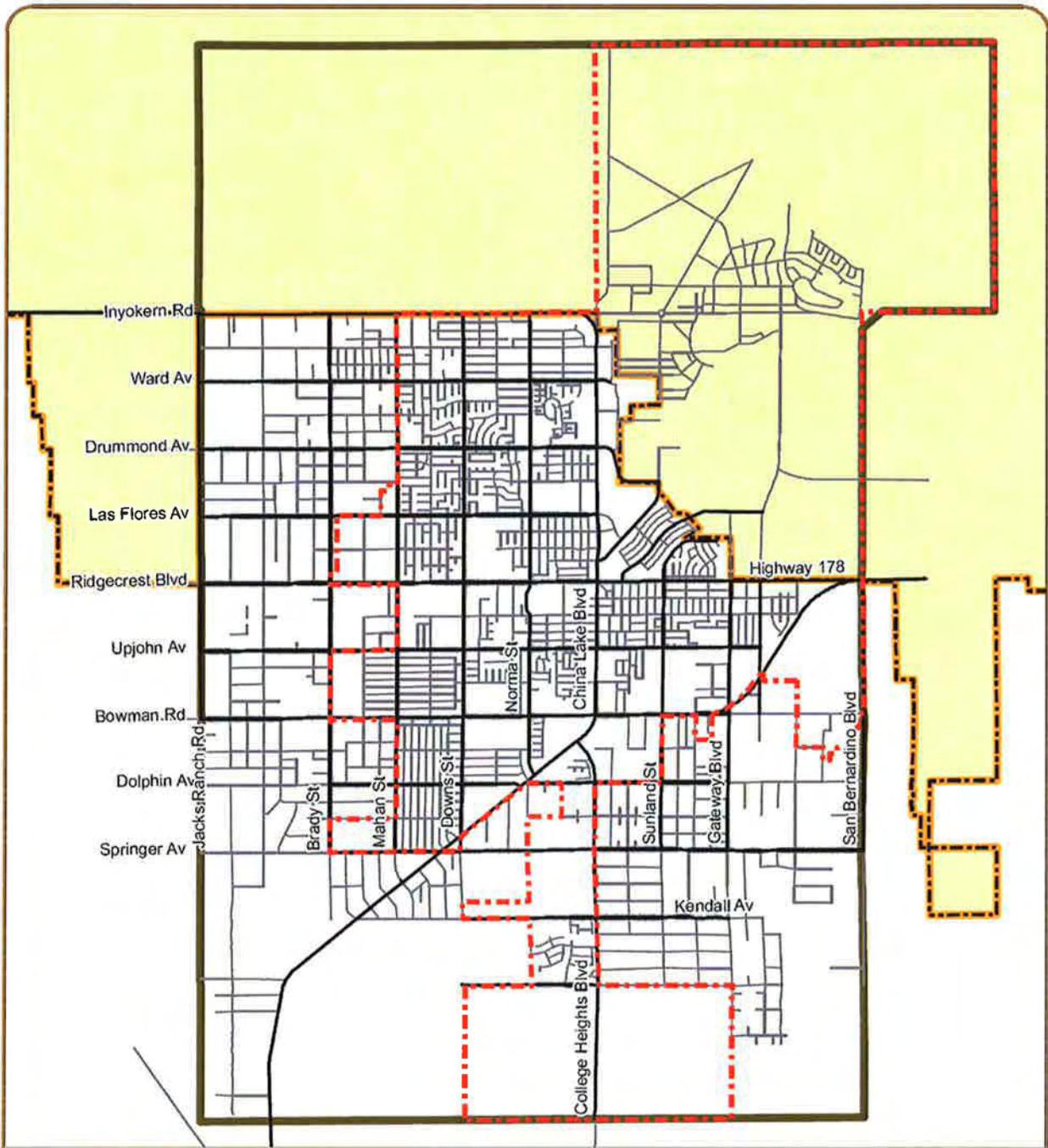
**City of Ridgecrest**

Located at the northeast corner of Kern County, Ridgecrest sits at the edge of the Mojave Desert in the Indian Wells Valley, and is surrounded by four mountain ranges. Ridgecrest is the county's third largest incorporated city and second largest urban area (see Figure 1-1).

The City of Ridgecrest has direct land use jurisdiction over the incorporated city limits, which encompass about 21.4 square miles. Approximately nine square miles of the city limits lie within the boundary of the Naval Air Weapons Station (NAWS) China Lake. Although in the city limits, the area on NAWS China Lake is managed by the Navy, and the City does not exercise land use authority over this area. Development and planning within this area is managed by NAWS China Lake and the U.S. Navy. The Planning Area for the General Plan (see Section 1.2 for details), include the city limits and unincorporated areas that bear relation to the planning of the community.

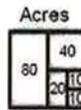


Regional Location | Figure 1-1



**Legend**

- City Limits
- Planning Area
- Major Roadways
- Collector & Local Roads
- NAWS China Lake



Planning Area | Figure 1-2

Because of the City's convenient accessibility by two major highways, it is a central location for shopping and business for the eastern region of Kern County. The City's accessibility also renders it an ideal area for industry. Ridgecrest serves the Northeastern Kern and Eastern Sierra Region with commercial services, entertainment, recreation, filming, and tourism.

## **Planning Area**

As stated in the General Plan Guidelines, a general plan must "cover the territory within the boundaries of the adopting city or county as well as 'any land outside its boundaries which in the planning agency's judgment bears relation to its planning' (§65300)." For purposes of developing this General Plan, the City established a Planning Area early in the update process as part of the public involvement process.

The Planning Area established for the Ridgecrest General Plan is shown on Figure 1-1. A unique aspect of the Planning Area is that it incorporates lands managed by the Bureau of Land Management (BLM) and lands held by the Department of Defense as part of China Lake. The Planning Area covers a land area of approximately 40 square miles.

## **General Plans in California**

Every city and county in California is required by State law to prepare and maintain a planning document called a general plan (Government Code Section 65300). A general plan is designed to serve as the jurisdiction's "constitution" or "blueprint" for future decisions concerning land use, infrastructure, public services, and resource conservation. All specific plans, subdivisions, public works projects, and zoning decisions made by the City must be consistent with the general plan.

A general plan must address the seven topics (referred to as "elements") of land use, circulation, housing, open-space, conservation, safety, and noise as identified in state law (Government Code Section 65302), to the extent that the topics are locally relevant. It may also include other topics of local interest, as chosen by the City (Government Code Section 65303).

- The **land use element** designates the general distribution and intensity of land uses within the planning area.
- The **circulation element** identifies the general location and extent of existing and proposed transportation facilities and utilities.
- The housing element is a comprehensive assessment of current and future housing needs for all segments of the City population, as well as a program for meeting those needs. The housing element is subject to state statutory requirements for periodic updates. To meet mandated state timelines, the housing element will be prepared on a separate schedule.
- The **open-space element** describes measures for the preservation of open space for the protection of natural resources, the managed production of resources, and for public health and safety.

- The **conservation element** addresses the conservation, development, and use of natural resources.
- The **safety element** establishes policies to protect the community from risks associated with natural and man-made hazards such as seismic, geologic, flooding, wildfire hazards, and air quality.
- The **noise element** identifies major noise sources and contains policies intended to protect the community from exposure to excessive noise levels.

The City may adopt a general plan in the format that best fits its unique circumstances (Government Code Section 65300.5). In doing so, the City must ensure that the general plan and its component parts comprise an integrated, internally consistent, and compatible statement of development policies. The City of Ridgecrest has chosen to adopt a General Plan that consolidates some of the mandatory elements. The conservation and open space elements are combined into a single element and the noise and safety elements are consolidated into a Public Health and Safety element. The City has also included two optional elements to reflect the specific needs of the community (Military Sustainability and Community Design).

The elements included in the Ridgecrest General Plan are described in further detail in the following section.

In addition to the mandatory and optional elements, the Ridgecrest General Plan has the following three defining features:

- **General.** As the name implies, the general plan provides general guidance that will be used to direct future land use and resource decisions.
- **Comprehensive.** The general plan covers a wide range of social, economic, infrastructure, and natural resource factors. These include topics such as land use, housing, circulation, utilities, public services, recreation, agriculture, biological resources, and many other topics.
- **Long-range.** General plans provide guidance on reaching a future envisioned 20 or more years in the future (this General Plan update will look out over 20 years to the year 2030). To reach this envisioned future, the General Plan will include policies and actions that address both immediate and long-term needs.

### **Ridgecrest General Plan**

The Ridgecrest General Plan update program was founded on the following guiding principles:

- Provide the public opportunities for meaningful participation in the planning and decision-making process;
- Provide a description of current conditions and trends shaping the City of Ridgecrest;
- Identify planning issues, opportunities, and challenges that should be addressed in the General Plan;
- Explore land use and policy alternatives;
- Ensure the General Plan is current, internally consistent, and easy to use;
- Provide guidance in the planning and evaluation of future land and resource decisions; and
- Provide a vision and framework for the future growth of the City.

The Ridgecrest General Plan update includes the preparation of a number of major documents. These documents can be divided into two sets: General Plan documents (adopted), and General Plan supporting documents used to assist in the decision making process, but are not part of the adopted General Plan.

### **General Plan Supporting Documents**

- **Goals and Policies Report.** This report is the essence of the General Plan. It contains the goals and policies that will guide future development within the City and its Planning Area (see Section 1.2). It also identifies a full set of implementation measures that will ensure the policies of the General Plan are carried out.

The Goals and Policies Report also contains a number of diagrams that show the distribution of land use designations, circulation features, and other planned facilities in the Planning Area.

- **Map Atlas.** To provide the community with a good foundation for planning the future, a "Map Atlas" was prepared. This document replaces a lengthy text write up with a graphic format that makes use of maps, charts, and illustrations to convey a picture of the City of Ridgecrest at the start of this General Plan update in 2007. This Map Atlas is an illustrated summary of the key findings from the background research conducted.
- **Policy Directions and Choices Report.** Based on input from workshops held with the community and the General Plan Advisory Committee (GPAC), and direction from the Planning Commission and City Council, this document provided a summary of the critical policy and program issues to be addressed in the General Plan and provided a look at the direction to be pursued by the community in planning for the future.
- **Environmental Impact Report (EIR).** An EIR will be prepared to meet the requirements of the California Environmental Quality Act (CEQA). A public draft EIR is expected to be circulated for public comments in late 2008 / early 2009. The Planning Commission and City Council will rely on the information contained in the EIR to understand the potential impacts associated with implementation of the General Plan and will use the EIR to support the decision making process.

### **Community Workshops**

- Three community workshops were held to gain input on issues and opportunities, alternative futures, and the General Plan documents:
- **March 28, 2007      Issues and Opportunities**  
On March 28, 2007, over 50 people met at the City Hall and participated in the first of two community workshops designed to give the community opportunities to be involved in shaping the City of Ridgecrest General Plan. The purpose of the first workshop was to provide participants with an overview of the General Plan update process and give everyone an opportunity to offer their thoughts on the future of Ridgecrest.

### **General Plan Advisory Committee (GPAC)**

- To provide guidance in the General Plan update, the City created an advisory committee – the General Plan Advisory Committee (GPAC). The GPAC is made up of 14 individuals selected from the community and is designed to provide additional community input to the Planning Commission and City Council. The GPAC was also a vital resource to City staff and the General Plan consulting team as the General Plan was developed.
- During preparation of the General Plan, 19 meetings were held with the GPAC. GPAC meetings were typically held on a monthly basis, with all meetings being open to the public.

### **Recommendation**

The staff is recommending that the Planning Commission approve the two attached resolutions:

- 1) Recommendation that the City Council certify the General Plan Update EIR, and
- 2) Recommendation that the City Council approve the General Plan 2030 update.

**P.C. RESOLUTION 09-\_\_\_\_\_**  
**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST, CALIFORNIA, FORWARDING A RECOMMENDATION TO THE CITY COUNCIL TO APPROVE CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT FOR THE RIDGECREST GENERAL PLAN UPDATE**

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

**SECTION 1. FINDINGS**

- (a) On October 20, 2009 the Planning Commission held a public hearing and duly and considered the Environmental Impact Report prepared for the Ridgecrest General Plan Update at a special Planning Commission meeting.
- (b) The Commission considered the recommendations of staff and consultants and pursuant to Section 15090 (a) (2) a final impact report has been prepared for the proposed project and is recommended for certification by City Council, including mitigation of impacts as identified in the Environmental Impact Report.
- (c) The Commission has considered the Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report.

**SECTION 2. DESCRIPTION**

The Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report. is hereby attached as Exhibit A.

**SECTION 3. APPROVAL**

The Planning Commission hereby recommends that it is the best interest of the public for the City Council to take the following actions and make the following approvals:

1. The City Council has certified the Final EIR,

2. The City Council hereby adopts as conditions of approval all mitigation measures (policies and implementation measures of the proposed project) within the responsibility and jurisdiction of the City as set forth in Section 1.2 (Part I) of the findings, (attachment A)

3. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the proposed project as discussed in Section 1.3, (attachment A)

4. The City Council hereby adopts the findings and statements of overriding considerations set forth above in their entirety as its findings for these actions and approvals, (attachment A)

5. Having certified the Final EIR, independently reviewed and analyzed the Final EIR, incorporated policies and implementation measures into the proposed project, and adopted findings and a statement of overriding considerations, the City Council hereby separately approves the City of Ridgecrest 2030 General Plan Update.

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Nellavan Jeglum, Chairman

ATTEST:

---

Jim McRea, Secretary

# EXHIBIT C

**Legend**

**Residential**

- Residential Single-Family (RSF)
  - Residential Single-Family (RSF) - 1.5 to 2.0 ft/s
  - Residential Single-Family (RSF) - 2.0 to 2.5 ft/s
  - Residential Single-Family (RSF) - 2.5 to 3.0 ft/s
  - Residential Single-Family (RSF) - 3.0 to 3.5 ft/s
  - Residential Single-Family (RSF) - 3.5 to 4.0 ft/s
  - Residential Single-Family (RSF) - 4.0 to 4.5 ft/s
  - Residential Single-Family (RSF) - 4.5 to 5.0 ft/s

**Commercial / Industrial**

- Commercial (C)
- Commercial Medium Density (CM)
- Commercial Heavy (CH)
- Industrial (I)
- Industrial Medium Density (IM)
- Other
- Office (O)
- Public Use (PU)
- Special Use (SU)

**Speed Limit Overlay**

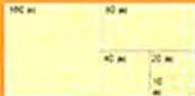
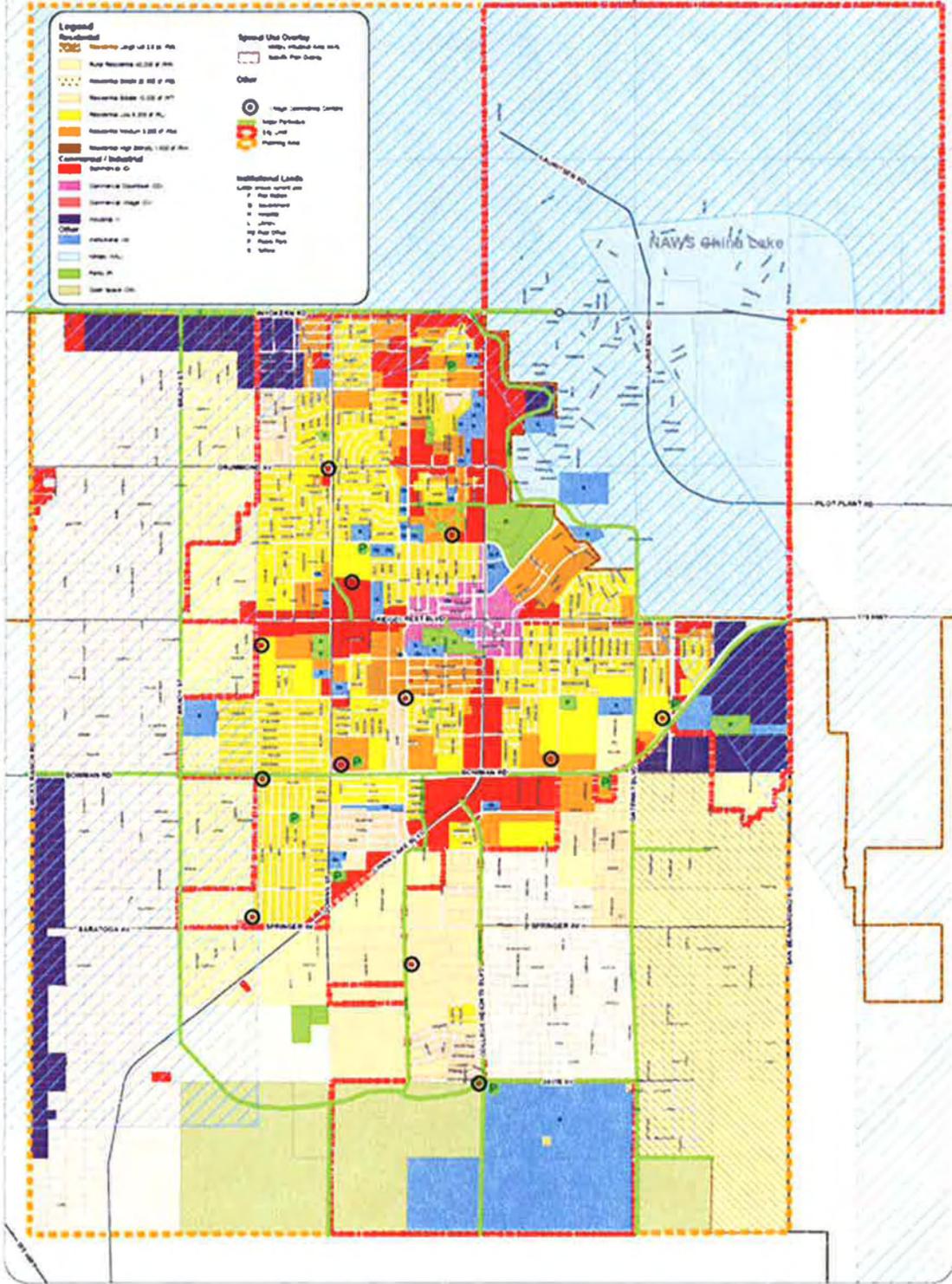
- Speed Limit Overlay (SLO) - 15 mph, 20 mph, 25 mph, 30 mph, 35 mph, 40 mph, 45 mph, 50 mph, 55 mph, 60 mph, 65 mph, 70 mph, 75 mph, 80 mph, 85 mph, 90 mph, 95 mph, 100 mph

**Other**

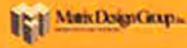
- High Capacity Center (HCC)
- Major Parkland (MP)
- Light Rail (LR)
- Planning Area (PA)

**Institutional Lands**

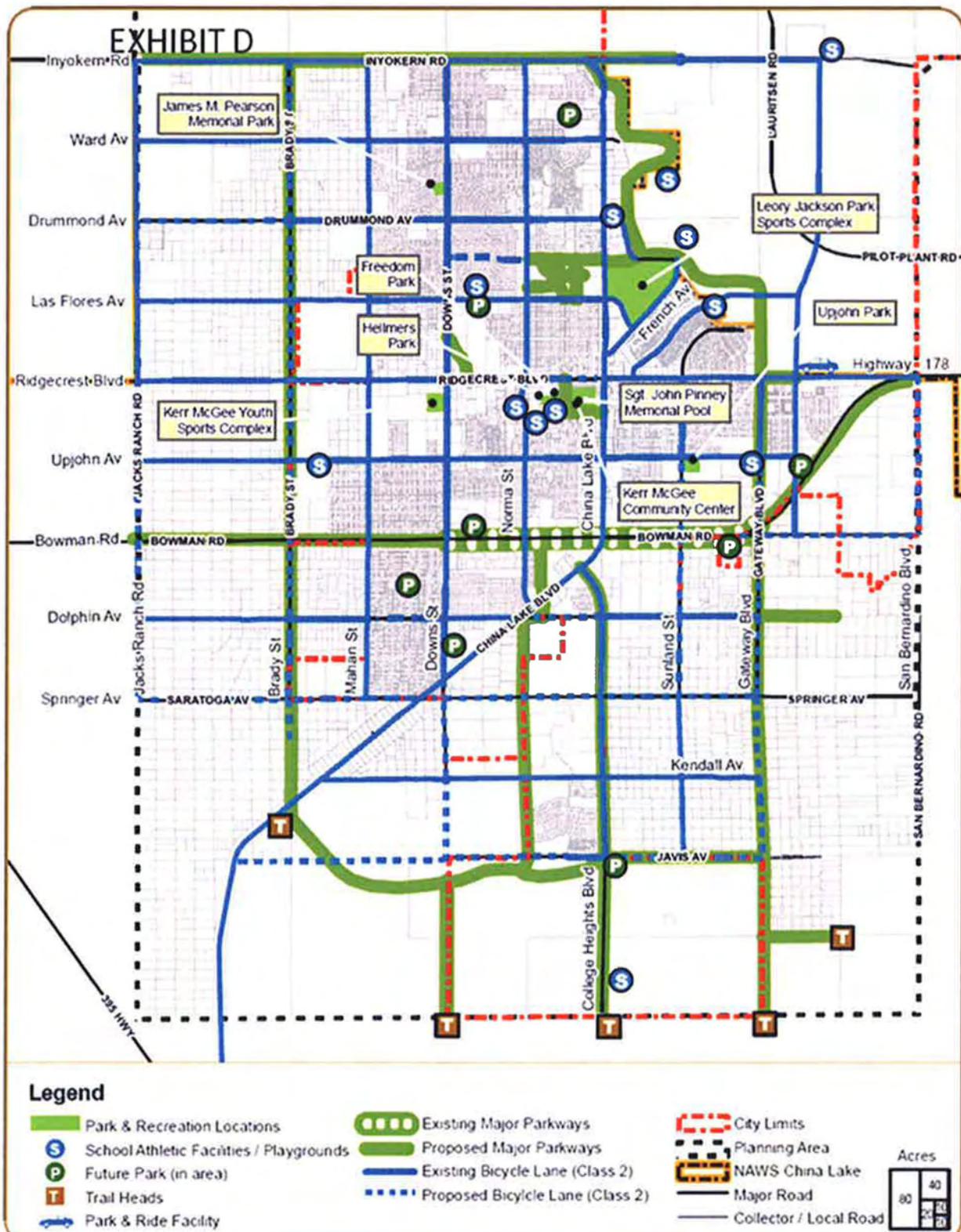
- Land area owned and controlled by:
  - City of Ridgecrest
  - County of Cocondo
  - State of Arizona
  - Federal Government
  - Private Land
  - Indian Land
  - Other



City of Ridgecrest  
General Plan



Land Use Diagram



**Parks & Recreation Plan | Figure 7-1**

Fig07\_01\_Parks\_2009\_10\_14\_RRR.mxd

**Attachment #4**

**P.C. RESOLUTION 09-22**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST, CALIFORNIA, FORWARDING A RECOMMENDATION TO THE CITY COUNCIL TO APPROVE CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT FOR THE RIDGECREST GENERAL PLAN 2030 UPDATE**

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

**SECTION 1. FINDINGS**

On October 20, 2009 the Planning Commission held a public hearing and duly and considered the Environmental Impact Report prepared for the Ridgecrest General Plan Update at a special Planning Commission meeting.

The Planning Commission considered the recommendations of staff and consultants and pursuant to Section 15090 (a) (2):

- (c) A final impact report has been prepared for the proposed project and is recommended for certification by City Council, including mitigation of impacts as identified the Environmental Impact Report.
- (d) And has considered the Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report

**SECTION 2. DESCRIPTION**

The Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report. is hereby attached as "Exhibit A".

**SECTION 3. APPROVAL**

The Planning Commission hereby recommends that it is the best interest of the public for the City Council to take the following actions and make the following approvals:

- 6. The City Council has certified the Final EIR,
- 7. The City Council hereby adopts as conditions of approval all mitigation measures (policies and implementation measures of the proposed project) within the responsibility and jurisdiction of the City as set forth in Section 1.2 (Part I) of the findings, (Exhibit A)
- 8. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the proposed project as discussed in Section 1.3, (Exhibit A)
- 9. The City Council hereby adopts the findings and statements of overriding considerations set forth above in their entirety as its findings for these actions and approvals, (Exhibit A)
- 10. Having certified the Final EIR, independently reviewed and analyzed the Final EIR, incorporated policies and implementation measures into the proposed project, and adopted findings and a statement of overriding considerations, the City Council hereby separately approves the City of Ridgecrest 2030 General Plan Update.

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2009, by the following vote:

AYES: Jeglum, Beres, Kauffman, Patin, Porter  
NOES: None  
ABSENT: None  
ABSTAIN: None

\_\_\_\_\_  
Nellavan Jeglum, Chairman

ATTEST: \_\_\_\_\_  
James McRea, Secretary

**Attachment #5**

**P.C. RESOLUTION 09-23**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST, CALIFORNIA, FORWARDING A RECOMMENDATION TO THE CITY COUNCIL TO APPROVE THE RIDGECREST GENERAL PLAN 2030 UPDATE.**

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

**SECTION 1. FINDINGS**

On October 20, 2009 the Planning Commission held a public hearing and duly considered the Ridgecrest General Plan Update at a Special Planning Commission meeting.

The Commission considered the recommendation of staff and consultants pursuant to Government Code §§ 65853, *et seq.*:

- (b) Has considered the Facts, Findings and Statement of Overriding Considerations Regarding the Environmental Effects from the Environmental Impact Report.

**SECTION 2. DESCRIPTION**

- 4. The Planning Area established for the Ridgecrest General Plan is shown on Figure 1-1 within the October 20, 2009 Planning Commission Staff Report incorporating lands managed by the Bureau of Land Management (BLM) and lands held by the Department of Defense as part of China Lake and unincorporated territory. The Planning Area covers a land area of approximately 40 square miles.
- 5. The General Plan 2030 Update supersedes the Ridgecrest General Plan 1991-2020 Adopted by the Ridgecrest City Council Resolution 94-57 on August 3, 1994.
- 6. This General Plan 2030 Update is comprised of Exhibit A (Draft General Plan Public Draft, October, 2008), Exhibit B (General Plan Public Draft Addendum, September, 2009), Exhibit C (Amended General Plan Diagram, October 20, 2009), and, Exhibit D (Figure 7-1, Amended Parks and Recreation Plan).

**SECTION 3. APPROVAL**

The Planning Commission hereby recommends that it is the best interest of the public for the City Council to approve the Ridgecrest General Plan 2030 update as identified within Exhibits A, B, C, and D

APPROVED AND ADOPTED this 20<sup>th</sup> day of October, 2009, by the following vote:

AYES: Jeglum, Beres, Kauffman, Patin, Porter  
NOES: None  
ABSENT: None  
ABSTAIN: None

\_\_\_\_\_  
Nellavan Jeglum, Chairman

ATTEST: \_\_\_\_\_  
James McRea, Secretary

## **Attachment #6**



**CITY OF RIDGECREST**  
100 West California Avenue  
Ridgecrest, CA 93555  
**MINUTES**

**SPECIAL MEETING OF THE CITY OF RIDGECREST PLANNING COMMISSION**  
City Council Chambers  
Tuesday, October 20, 2009 at 6:00 p.m.

**Commissioners:** Chairman Nellavan Jeglum, Vice Chairman Lois Beres, Commissioners Eric Kauffman, Jason Patin, and Craig Porter  
**Staff:** Jim McRea, Public Services Director, Matthew Alexander, City Planner, Eva Petersen, Administrative Assistant

1. **CALL TO ORDER – 6:00p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**  
Present: Chairman Jeglum, Vice-Chairman Beres, Commissioners Kauffman, Patin and Porter  
Staff Present: Public Services Director Jim McRea; City Planner Matthew Alexander; Executive Assistant Eva Peterson
4. **APPROVAL OF AGENDA**  
Motion was moved by Vice Chairman Beres and seconded by Commissioner Patin. The agenda was unanimously approved.
5. **PUBLIC COMMENTS OF ITEMS NOT ON THE AGENDA**
6. **PUBLIC HEARINGS**

**6.a Public Hearing to consider recommending certification of the Final Environmental Impact Report (EIR) and approval of the Proposed City of Ridgecrest General Plan Update.**  
The General Plan Update sets forth a 20-year development plan for the City of Ridgecrest. Copies of the General Plan Update and EIR are available for review on the City's Web site at <http://ci.ridgecrest.ca.us/commdev.aspx?id=544> or for purchase or review at Ridgecrest City Hall.

City Planner Matthew Alexander commented that the applicant for the above item is the City of Ridgecrest. He provided the history of the first General Plan stating it was approved in 1967 after the city's incorporation. Population at that time was 11,000. The Ridgecrest General Plan was adopted in 1994 and it was a 20 year plan scheduled to expire in the year 2010. The General Plan process began in March 2007 with various workshops. First General Plan advisory committee began with 15 members with a total of 19 meetings. The City hired Matrix Design Group, who designed the map atlas and the recreational Bowman Channel was looked at by a team from Scottsdale. Four concept maps were devised and through GPAC, a consensus was

made. Various sub-committees were formed and participated, which included people from various areas of expertise which including military sustainability. Mixed use and land use discussed was by the Parks & Recreation subcommittee and they developed policies (i.e. that new sub-divisions should have parks). Parks and Recreation Facility Standards were revised with the assistance of Director Jim Ponak.

City Council was kept up to date by providing them a first draft in June 2008. On June 14, 2008 a special meeting was called and well attended. Land use plan amendments were added promoting Old Towne. Military Sustainability primary goals were outlined. The Community Design Element Task Force was appointed and their recommendations for conservation and open space elements, arterial streets, bike lanes/bike paths were added.

Recommend certifying EIR May 2009

- 1) Draft EIR May 2009
- 2) Final EIR Sept , 2009
- 3) Exhibit A – Findings of Fact & SOC
- 4) Recommendation to Approve General Plan itself

Exhibit A - - GP General Plan of 2008

Exhibit B - - Addendum to General Plan 2030

Exhibit C - - Revised Land Use Diagram

Exhibit D - - Parks & Recreation Plan

The General Plan is a working document based on the people in the community.

Vice Chairman Beres added that there is no perfect document. Long hard work has been done. Commission Patin commented great job and he was glad that 99% was done before he was appointed. Commissioner Kauffman added that they had the kind of spirit and support needed in this endeavor, plus he missed not having Commissioner Patin participate in this effort.

Chairman Jeglum opened to public comments at 6:20p.m.

Darwin Roselat

Stated that land use changes between Sierra View and China Lake changed from residential to commercial, and he is not in favor of that. Commissioner Kauffman commented the purpose was to develop a continuity in retail corridor. Darwin Roselat asked, what about people on the north side of Dolphin? Chairman Jeglum explained that the General Plan and zoning designations are different things. Darwin commented that it appears to him that it's a small section of commercial.

Commissioner Kauffman stated not sure if they looked at it that finitely. He added that on China Lake there is commercial. Dolphin and Sierra View and the back side could stay residential and the front side commercial. Vice Chairman Beres commended that a lady came in with a suggestion for mixed-use in that area. Commissioner Kauffman added that if they could remove that wedge on the south side of Dolphin (to remain residential) they could stay true to what they wanted.

Darwin added he is concerned with it going all going commercial. Chairman Jeglum added that the reason for its shape, it follows parcel lines vs. footage. She added that it did not do that before. It is better planning. She added the saving grace with this designation is that they will have an overlay with multi-use.

Darwin requested that it follow the current General Plan. Kathleen Rosilat asked what do the terms corridor and mixed use mean? What does corridor entail? Could it be that mixed use development is for areas that do not have enough room? Chairman Jeglum explained you could use that term with a tract. Kathleen asked if the Commissioners were to move things back to the previous boundary lines, how many feet is that? Chairman Jeglum was not sure. Commissioner Kauffman added that right now that would be speculative. He added that if they didn't believe the triangle should be commercial then the entire triangle can be residential. Kathleen added that if you have houses on a busy street with a brick retaining wall, a commercial development with its back to them would be turning it to an alley for them and they bought in a residential area. Commissioner Kauffman commented their goal was to create synergy; an epicenter at Bowman and China Lake. Kathleen added that looking at renditions of what Ridgecrest will look like, where does this money come from for these renditions? Commissioner Kauffman answered from the developers.

Carole Vaughn commented that this is the perfect place for Matthew Alexander's talents. She added that if you have to have commercial and residential next to each other, people cannot lose their quality of living. She said that she heard Chairman Jeglum say it's difficult to parcel out, however, in her opinion it is not that difficult. Back yards can back up to commercial. Carole commented to Matthew Alexander that he is the creative one in the crowd and asked him if it can it be done? Matthew Alexander replied, "absolutely". Carole Vaughn added that the best solution is to create another street or she was sure Matthew Alexander could create another idea. She added, she didn't know how to solve the problem, but she was sure Matthew could Alexander could do it.

Hank Avard  
525 E Montivista

Hank stated he was representing the Pageant family. There appears to be a misunderstanding between land use and zoning. The current zoning for this property is service commercial. Commissioner Patin believes that this was discussed at a Community Development Committee meeting. Commissioner Kauffman believes it was. Hank added that the Pageants are interested in keeping the property as zoned service commercial. Chairman Jeglum asked if this everything west of Ewing? Hank answered, yes and up to Aileen. Chairman Jeglum asked if Hank was talking about the 6 lots that face Aileen and again Hank answered yes.

Matthew Alexander commented that the lots sizes are 60x100 feet. The are legal lots and can be sold separately with only access from Aileen. Commission Kauffman stated he thought the meeting alleviated all those concerns and Commission Patin seems to recall the same. Chairman Jeglum added that this is single family and to the north it is multi-family.

Matthew Alexander commented that they took a look at that. He stated there are 6 residential lots where the underlying General Plan is single residential. The law says that the General Plan and zoning has to be compatible. When you come in to develop, the General Plan and zoning have to match and the General Plan takes precedent.

Commissioner Kauffman and Vice Chairman Beres agreed that the property owners were supposed to come back with a final plan. Chairman Jeglum added the underlying General Plan is for single home and the zoning is for service commercial. Hank stated they (Pageants) wrote you a letter. Chairman Jeglum explained that the Commissioners cannot make that property service commercial – it cannot be developed that way right now.

Matthew Alexander explained that nobody currently on the dais is responsible for the past zoning and General Plan. Chairman Jeglum stated that with the proposed new General Plan, the property will be zoned residential. She added they could waive the fee for the General Plan amendment however, there is no free ride. If you want to develop your land you have to pay for it. She added that if he (Hank) came in with a plan they can fix it. They can limit access and/or they can have a reciprocal driveway agreement. Without a concept, however, they would be doing a disservice to the people in the neighborhood. The Ewing circle was built in the 1950's so it's been zoned residential. She added that he will have the opportunity to discuss this with the City Council.

Hank felt that the commissioners are sticking the owners with a condition that they cannot use. He did not understand the difference between the lots and even recommended petitioning surrounding owners. However, Commissioner Porter commented that Hank was not indicating the same property he was referring to in this letter. Chairman Jeglum showed Hank the property the commissioners were referring to and Hank seemed to agree.

Hank stated that it is difficult to establish a site for a child care center without a conditional use permit (CUP). They would like to make it much easier and not have it too close to an adult business. Chairman

Jeglum commented to add child care centers (in letter), residential high and medium density would like to add child care center to the language (for land use). Would like to use have professional office – per Matthew Alexander – no professional office in General Plan. Add child care centers in RH, RM and Commercial.

Stan Rajtora

Stan stated that he is concerned with the financial aspects of the General Plan. He added that the EIR states that roads could have significant impact but the EIR does not mention our \$150-200million dollar debt. Mitigation should be spent on road construction and repair. He added that if you look at numbers and assume money will come from impact fees and assume we get \$100 million dollars and our debt is \$200million, we are still in debt. Roads are still deteriorating. He put some of his thoughts on paper and the commissioners can read at their leisure. He continued stating we do not have enough money to support infrastructure. Going further with the EIR it identifies 5 impacts. Writers of the EIR found that there was way to mitigate this. After a 45 day formal review period Stan put in an inquiry and he received an answer regarding the EIR.

Stan also questions where is the money coming from. He adds that Bakersfield is not giving money away. For him the bottom line regarding the draft General Plan is that it is going to be acceptable and usable as long as we have enough money to use it. However, we don't have money to throw at new infrastructure since we didn't have it for the old. He asks not to take any action on the General Plan or EIR until we have funding in place.

Chairman Jeglum's response is that the General Plan is just that, a "general plan. I designate what can go where." The mitigation should a development come along that fits with it. Infrastructure that would be required to do that. The General Plan would not require what the cost would be or what the construction costs would be. So how do you say the dollars would be down the road?

Stan added that the original roads were built by the developers. Our problem is maintaining the roads. 30 years later and sewer lines (still don't have drainage) and more of the roads are going to have problems. We need to make sure the revenue we get matches the outlay. He added that he is not saying we can't do that.

Commissioner Kauffman commented that the General Plan is broad strokes. Stan is saying there's going to be 48,000 people here and that it will change the General Plan. The General Plan is a "what if" there are 48,000 people here.

Stan added that if you look at what we get in retail taxes, we have a debt. Commissioner Patin asked where does he get a debt? It's a problem, not a debt. Commissioner Patin added that he is asking the commissioners to project their budget 20 years from now – how do we do that? Stan answered that in hindsight, you can look at the problems we are having today. Commissioner Kauffman added that the county gave us these numbers; we don't know future numbers.

Raymond Kelso

Strongly urged the Planning Commission not to approve the General Plan. He stated that these reports are superficial and that the documents are inadequate. The documents ignore present and future impacts, and are non-compliant with CEQA. Other city EIR's have been reviewed and Ridgecrest's documents are not the same. Military influence area (MIA) within city limits is a safety problem within proposed area. He continued stating that on pages 4-6, in 1958 and 2006 aircraft incidences included aircraft drops and crashes. He asked who will be responsible? Why is city ignoring steps? He continued stating that the North and West side of the city is the most dense side. If a desert squirrel or tortoise were in those areas, the city would jump through hoops to mitigate. City EIR states that military EIR is unavoidable. He feels there is a contradiction between city and military. CEQA mitigation instructs pilots on avoidable risks. CEQA discussion on overriding considerations.

- 1) Creation of jobs (nothing in General Plan for economic development)
- 2) Framework of future city growth (this is the objective of any General Plan)
- 3) Undated policies (no data in record on how this is related to safety risks)
- 4) Increased opportunities for infill development (not more important than safety)

He added that these new documents to not pass smell test. Now is the time to create a solid comprehensive General Plan and he feels that these documents do not accomplish this. He commented to the commissioners, "Give safety priority; do your job. Serve and protect the public."

Carole Vaughn added that this is plan that has no substance; a way to make it go away is just wishful thinking. The MIA zone; we have gone too far with what we've done. It's a silly thing to say in a city EIR plan. 10,000 foot lots in Wildpoint – it's ok to do it there? Doesn't make sense. Nothing there, no studies, they are just saying so. Why would a city want to say so. Nothing in the Navy's EIR that there is anything. City's EIR says unavoidable weapon – and it certainly should not say it in these documents. She stated, "What you say, can and will be used against you."

Andy Kilokokus

This has been a long process. Hundreds of people and hundreds of hours. We did a good job. Some parts people will like and some parts people won't. It's a good guide for the city of Ridgecrest. We'll never achieve perfection. Hope you approve it for the City of Ridgecrest.

Chairman Jeglum closed public hearing at 7:52p.m.

Matthew Alexander commented that the Planning Commission was provided with the Early Childhood Council information. He also stated a letter from Loreli on water was provided. Vice Chairman Beres asked if they were doing this with the water district. Chairman Jeglum proposed the commissioners state that the city will work with the county.

Commission Kauffman made a motion to approve the EIR Impact Report. This was seconded by Vice Chairman Beres. All in favor. Commissioner Patin appreciates the public comments. He stated that people have to remember it's a "general" plan. He was not involved; he came in at the end of that plan and the public will have an opportunity to speak at City Council meeting.

09-23 2030 General Plan update including child development update - Commissioner Kauffman made a motion to approve. This was seconded by Commissioner Patin. All approved.

Chairman Jeglum stated that these items it will go to City Council on December 2<sup>nd</sup>.

**7. DISCUSSION ITEMS**

**8. COMMISSIONER ITEMS**

**9.a Commissioner Contacts**

**9.b Commissioner Reports**

City Org meeting was held and tax rate report regarding redevelopment funds discussed. Infrastructure Committee meeting was held and discussed roads.

**9. STAFF ITEMS**

**10. FUTURE AGENDA ITEMS**

**OCTOBER 27, 2009 PLANNING COMMISSION MEETING**

Public Hearing - Nuisance Abatement at 231 W. Haloid Avenue, (continued from 9/22/09)

Public Hearing - Nuisance Abatement at 706 W. Haloid Avenue, (continued from 9/22/09)

Commissioner Patin – Monteranto Museum Days

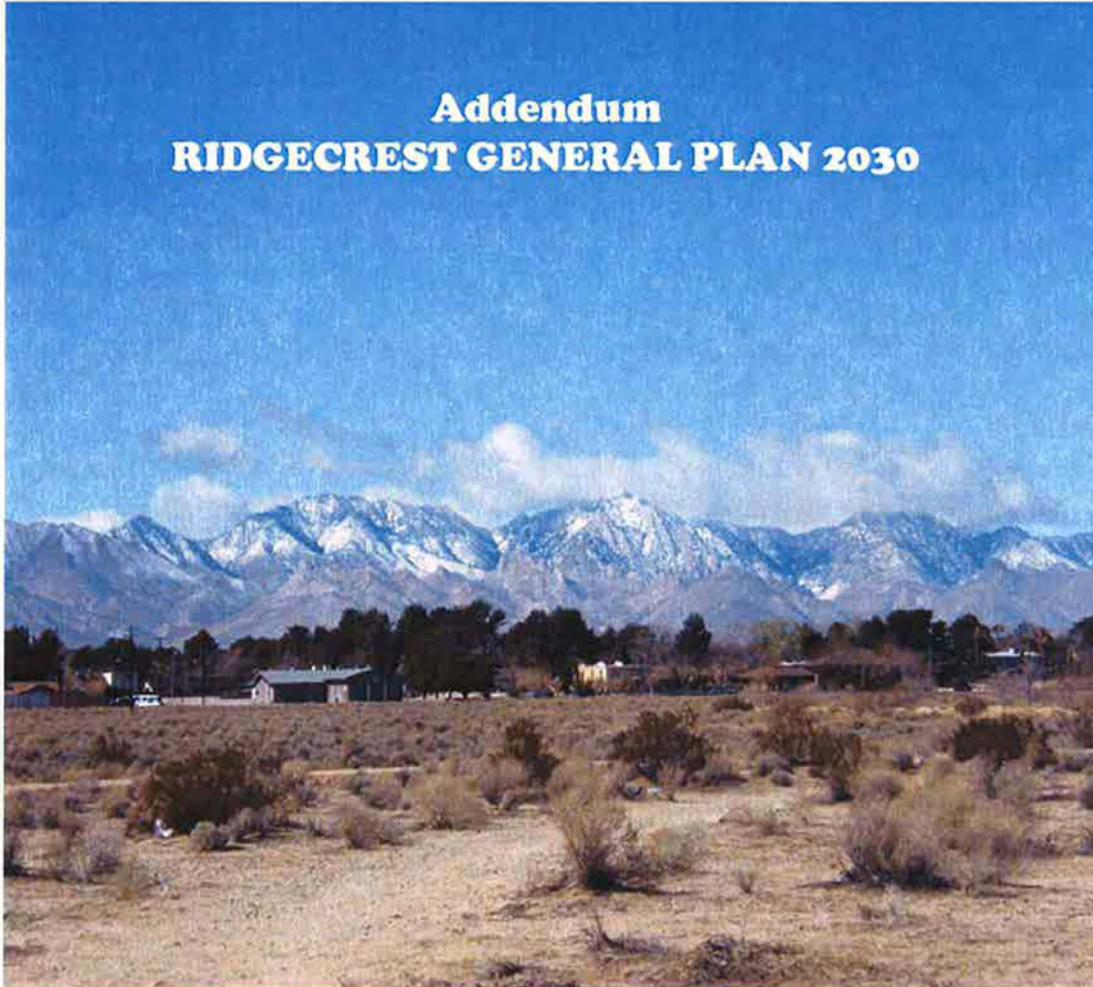
Commissioner Kauffman – congratulations to Relay for Life

**11. ADJOURN**

Chairman Jeglum adjourned the meeting at 7:50p.m.

***Attachment #7***

**Addendum  
RIDGECREST GENERAL PLAN 2030**



**DECEMBER 2, 2009**



**City of Ridgecrest**  
**PLANNING DEPARTMENT**  
100 West California Ave. Ridgecrest, CA 93555  
(760) 499-5060 FAX (760) 499-1580  
[www.ci.ridgecrest.ca.us](http://www.ci.ridgecrest.ca.us)

DATE: December 2, 2009  
TO: CITY COUNCIL  
FROM: Matthew Alexander AICP, City Planner  
SUBJECT: **General Plan Text Addendum – Exhibit B** of recommended Planning Commission Resolution recommending approving the General Plan update

The City Council is in receipt of the staff report for your December 2, 2009 Public Hearing to consider the *Draft General Plan update*. This **General Plan 2030 Update** is comprised of the following components:

1. **Exhibit A (Draft General Plan Public Draft, October, 2008)**, including Land Use, Circulation, Open Space & Conservation, Health & Safety, Noise, Military Sustainability, and Community Design Elements,
2. **Exhibit B (General Plan Public Draft Addendum, December 2, 2009)**, which consists of those text changes to the Public Draft made at the Planning Commission meetings held on July 23, 2009, August 11, 2009 and August 25, 2009,
3. **Exhibit C (General Plan Land Use Diagram, (Maps) Addendum, October 13, 2009, date stamped October 20, 2009 2009)**, which consists of those future land use map changes to the *General Plan Land Use Diagram* made at the Planning Commission meetings held on July 23, 2009, August 11, 2009, and, August 25, 2009,
4. **Exhibit D (Figure 7-1, Amended Parks and Recreation Plan).**

Exhibits A, C and D above were included as part of the Staff report sent to the Planning Commission on October 15, 2009. This report - **Exhibit B**, is written on behalf of those modifications to the Draft General Plan text made by the Planning Commission under "discussion items" on July 23, 2009, August 11, 2009 and August 25, 2009 and on October 20, 2009, the date of the Planning Commission public hearing.

Recommendations made by discussed with the General Plan Advisory Committee, (GPAC) at their last meeting (GPAC Meeting #19) held on September 29, 2009.

Following are the recommended modifications to the Draft General Plan update made by the Planning Commission and approved on October 20, 2009, and recommended for action by the staff.

General Plan Public Draft Addendum, October 20, 2009 – Text Amendments		
Planning Commission meeting date	Plan Element(s) discussed	Modification(s) made
July 23, 2009	<ul style="list-style-type: none"> <li>Community Design Element</li> </ul>	<ul style="list-style-type: none"> <li>NO</li> </ul>
August 11, 2009	<ul style="list-style-type: none"> <li>Open Space &amp; Conservation Element</li> <li>Health &amp; Safety Element</li> </ul>	<ul style="list-style-type: none"> <li>NO</li> <li>NO</li> </ul>
August 25, 2009	<ul style="list-style-type: none"> <li>Military Sustainability Element</li> <li>Community Design Element</li> <li>Open Space &amp; Conservation Element</li> </ul>	<ul style="list-style-type: none"> <li>NO</li> <li>YES</li> <li>YES</li> </ul>

**Recommended Modifications to the Draft Community Design Element:**

GPAC Ad Hoc Committee Recommended Modifications to Draft Ridgecrest General Plan Community Design Element August, 2009	
<b>General</b>	
Goals and Policies that have been modified are designated by a red box	
<b>Goal CD-1</b>	Promote the City <del>'s unique character</del> through high quality design focusing on appearance and harmony <del>between existing and new uses.</del> <b>[New Goal].</b>
<b>Policy 1.1</b>	<b><i>Character and Identity</i></b> Through urban design programs, including principles and guidelines, the City shall reinforce the city's unique character, scale, and identity. <b>[New Policy]</b>
<b>1.2</b>	<b><i>Spatial Attributes</i></b> The City shall promote development that creates and enhances positive spatial attributes of major public streets, open spaces, cityscape and mountain sight lines and important "gateways" into the City.
<b>1.3</b>	<b><i>Linkages</i></b> The City shall develop linkages between different parts of the City, <del>and foster creation of unique elements that provide identity to the City and the neighborhoods and result in the creation of diverse and distinctive places.</del> <b>[New Policy]</b>
<b>1.4</b>	<b><i>Gateways</i></b> The City shall designate gateway points at major entrances to the City, and prioritize their design and implementation through the City's Capital Improvements Program. <b>[New Policy]</b>
<b>1.5</b>	<b><i>Maintain Urban Edge</i></b> The City shall maintain <del>a distinct urban edge, while creating</del> a gradual transition between urban uses and open space. <b>[New Policy]</b>
<b>1.6 (1)</b>	<b><i>Visual Compatibility</i></b> The City shall encourage development that is visually and functionally compatible with the surrounding neighborhoods by: 1. Maintaining a height and density of development that is compatible with adjacent developed neighborhoods; and
<b>(2)</b>	2. Accenting entrances to new neighborhoods with varied landscaping, hardscaping, and signage treatment. <b>[New Policy]</b>
<b>1.7</b>	<b><i>Integrate Natural Features</i></b> The City shall emphasize Ridgecrest's natural features as the visual framework for new development and redevelopment. <del>Projects should be designed to fit a site's natural conditions, requiring minimum site alteration to accommodate the building plan.</del> <b>[New Policy]</b>
<b>1.8</b>	<b><i>Neighborhood Integrity</i></b> Projects should be designed to minimize interference with the safety, privacy, quietness and scenic views of the neighborhood.
<b>Design Standards – All Uses</b>	
<b>Goal CD-2</b>	Provide a set of general design guidelines that provide a consistent level of design in all land use designations. <b>[New Goal].</b>

<b>ARTICULATION</b>	
<b>Policy 2.1</b>	<b>Articulation of Facades</b> All development types shall be required to provide articulation of facades. This includes a combination of vertical, horizontal, and roofline treatments. <del>The variation of masses, facades, and rooflines helps provide an interesting form, proportion and scale. It also provides for shadow, a softer line between the building and landscaping, and a more "human" scale. [New Policy]</del>
<b>BUFFERING</b>	
<b>2.2</b>	<b>Buffering Land Uses</b> <del>Buffering techniques shall only be used when absolutely necessary to promote compatible land use and maintain an open, inviting and inclusive City. [New Policy]</del>
<b>2.3</b>	<b>Screening of Transportation Facilities</b> Screening along arterial and collector roads should make maximum use of berming and landscaping and use fences and walls only when justified by site or safety constraints. Where block walls are unavoidable at street corners, additional setbacks <b>shall</b> be required to protect the visual corridor of motorists and pedestrians. [New Policy]
<b>2.4 (1)</b>	<b>Buffering Residential Land Uses</b> When placing nonresidential uses adjacent to an existing residential use or a land use designation that allows residential uses, the following guidelines shall apply: 1. Setbacks shall be increased between residential use / designation and proposed building. A minimum setback of 50 feet shall be required, with larger setbacks possible depending on the intensity of land uses.
<b>(2)</b>	2. A heavy landscape screen shall be established along the common property line, using 15-gallon and 24-inch box trees within a minimum 15-foot wide planting strip.
<b>(3)</b>	3. Tree and vine pockets shall be encouraged against the rear of the structure.
<b>(4)</b>	4. Noise-generating uses, such as loading docks and trash collection facilities, shall be located as far as possible from residential uses and shall be oriented and screened to reduce visual impacts.
<b>(5)</b>	5. The rear of the building <b>should</b> shall include articulation treatments similar to the front of the building to provide visual interest. [New Policy]
<b>CRIME PREVENTION</b>	
<b>Policy 2.5</b>	<b>Crime Prevention Design Standards</b> The City shall develop site design standards to reduce opportunities for crime. [New Policy]
<b>2.6</b>	<b>Police Department Design Review</b> All major developments shall be reviewed by the Ridgecrest Police Department or its designee prior to site plan approval. [New Policy]
<b>2.7 (1)</b>	<b>Anti-Graffiti Design</b> The City will require the use of designs that discourage graffiti and other forms of vandalism within the Planning Area. Standards include: 1. Long expanses of blank walls shall not be allowed.
<b>(2)</b>	2. Whenever feasible, walls or building surfaces should have planters with mature shrubs or vines to hide wall surfaces or make access to the walls difficult.
<b>(3)</b>	<del>3. Where a wall on a property line abuts a vacant parcel or open area likely to be vandalized, vines will be used to cover the wall surface. Vines growing over the top of the wall, in a planter on top of a wall, or growing through pockets in the wall from the developed side to the undeveloped side can be used for this purpose.</del>
<b>(4)</b>	4. The City will continue efforts to remove graffiti expediently from all areas through City or volunteer mechanisms. [New P]
<b>ENTRY STATEMENTS/GATEWAYS</b>	
<b>2.8</b>	<b>Gateways</b> <del>Gateway areas should use a combination of streetscape, building orientation and placement, landscaping and signage to create memorable community entries. [New Policy]</del>
<b>2.9</b>	<b>Special Design Standards</b> <del>In areas of geologic hazards, the City shall require that design and siting of buildings protect the health and welfare of the occupants prior to construction. [New Policy]</del>
<b>2.10</b>	<b>Geologic Study</b> <del>As part of the application process, developments within 50 feet of a known geologic hazard will be required to have a certified engineering geologist prepare a geologic study that conforms to state requirements. [New Policy]</del>
<b>HILLSIDE DEVELOPMENT</b>	
<b>2.11</b>	<del><b>Development in Hillside Areas Policy and 10 sub-policies has been deleted</b></del>
<b>LANDSCAPING</b>	
<b>2.12</b>	<b>City-Wide Landscaping Plan</b> The City <b>should</b> shall develop a City-Wide Landscaping Plan to encourage well landscaped, well shaded plazas, and streets with seating areas and points of interest to promote public social gathering places. [New Policy]
<b>2.13</b>	<b>Outdoor Seating</b> <del>Outdoor dining and seating areas shall be encouraged by the City to create interesting sidewalks. [New Policy]</del>
<b>Policy 2.14</b>	<b>Create Walkable Streets</b> The City shall promote walkable streets in landscaping by creating shaded and sheltered sidewalks, by utilizing arcades and trees. [New Policy]
<b>2.15</b>	<b>Graded Areas</b> Any area that was graded for new developments shall be required to be revegetated by the developer. [New Policy]

2.16	<b>Community Gardens</b> The City shall require any new development projects and redevelopment plans to include the creation of community gardens for areas within 10 miles of each other. [New Policy]
2.17	<b>Drought Tolerant Landscaping</b> The City shall require native desert species or other drought tolerant plants <del>should be used for landscaping</del> , including median treatments and other City maintained spaces, to minimize maintenance, especially irrigation. [New Policy]
2.18	<b>Ground Cover</b> Decomposed granite, crushed rock, cinder or other suitable aggregate should be used for ground cover to enhance retention of water in the soil and for beauty. Use of plants for ground cover, including lawns, should be selective in the interest of water conservation.
2.19	<b>Amount of Landscaping</b> The amount of landscaping provided must be in proportion to a whole development, be integrated with building design, enhance the appearance and enjoyment of a project and soften the effects of buildings and pavement.
2.20	<b>Irrigation Systems</b> An appropriate irrigation system must be provided for plants requiring irrigation. The system must be designed for conservative efficient use of water. Automatic water systems are <del>encouraged</del> <b>required</b> .
2.21	<b>Use of Reclaimed Wastewater</b> Develop a long range plan for the distribution of reclaimed waste water to be used in place of fresh water where applicable.
<b>LIGHTING</b>	
2.22	<b>Adequate Lighting</b> The City shall require adequate lighting throughout Ridgecrest, to provide for a safe and attractive night environment. [New Policy]
2.23	<b>Lighting Plan</b> The City shall require a lighting plan for all commercial, industrial, and subdivision developments. The plan shall include the type and height of all outdoor illumination and provide a point-to-point or isofotocandle diagram showing the illumination of all areas onsite and any light spillage on offsite properties based on a horizontal reading. The type of measurement to be performed shall be stated in the City's zoning ordinance. [New Policy]
Policy 2.24	<b>Lighting Guidelines</b> The City will develop lighting standards for all streets, sidewalks and parking lots. Intensities will depend on placement whether the area has low, medium, or high density residential development. [New Policy]
2.25	<b>Exterior Lighting</b> <del>Exterior lighting, when used, should be subdued, enhance building design and landscaping and provide for safety and security. Lighting should not create glare for project occupants or neighboring properties.</del>
<b>MOBILITY</b>	
2.26 (1)	<b>Pedestrian Orientation</b> Developments shall be designed to encourage pedestrian mobility options through the provision of sidewalks, walkways, and trails, but also other design amenities that make a location more interesting and inviting for public use. Pedestrian oriented design elements that should be encouraged include: 1. Within multi-family residential developments, convenient access shall be provided from all units to common areas, such as pools, recreation rooms, laundry facilities, mailboxes, trash receptacles, and so forth.
(2)	2. Landscaped and well-shaded plazas with seating areas and points of interest, such as fountains, <b>should</b> <del>shall</del> be created.
(3)	3. Shaded walkways/arcades in areas of pedestrian traffic shall be provided in order to give shelter from the elements and encourage people to walk through the commercial area. <del>This will create a more intimate scale to larger commercial centers.</del>
(4)	<del>4. The inclusion of outdoor dining areas in commercial areas shall be encouraged.</del>
(5)	5. Separate and clearly defined pedestrian and automobile circulation within a center, especially parking areas, shall be provided <b>by one or more of the following</b> :. <del>Methods to achieve this separation include:</del> a. Enhanced pavings are encouraged for distinguishing pedestrian walkways. b. Parking lots should include one or more sidewalks within the parking area to collect persons and separate them from auto traffic. c. Pedestrian walkways should be oriented toward major entrances. d. Drive aisle should run perpendicular to major stores so that pedestrian traffic is not forced to cross drive isles at several points, but instead moves parallel to traffic.
(6)	6. Deliveries should not be allowed in areas of high pedestrian traffic and shall be oriented to separate loading facilities.
(7)	7. Shaded/sheltered common areas for lunch, break, and congregational opportunities should be provided.
Policy 2.27	<b>Site Mobility</b> A project's various uses and activities should be logically located so that it operates efficiently and traffic problems, on- and off-site are minimized.
<b>PUBLIC ART</b>	
2.28	<b>Integrate Public Art Work into Buildings</b> <del>To promote sense of place and support local artists and groups,</del> The City shall encourage the integration of public art into the design of buildings or centers that are over 50,000 square feet of floor area, in any commercial or public

	land use designation, and in any industrial land use designation having office space in excess of 50,000 square feet. [New Policy]
2.29	<b>Public Art Commission</b> The City shall establish a Public Art Commission, who will then set guidelines and review and approve all artwork submitted for display. [New Policy]
2.30	<b>Art Interaction</b> The City shall encourage the interaction of art and its surrounding. Residents should be able to sit, touch and walk on the public art pieces that are displayed. [New Policy]
2.31	<b>Siting of Public Art</b> Public artwork shall be located in areas that highlight the design of the structure or area or within a high-volume pedestrian area. [New Policy]
2.32	<b>Partnerships in Art</b> The City <b>should</b> shall strengthen partnerships between the City and local artists, art agencies and organizations, schools, and businesses. [New Policy]
2.33	<b>Event Participation</b> The City shall encourage public and private participation in and support of arts and cultural events. [New Policy]
<b>SIGNAGE</b>	
2.34	<b>Outdoor Advertising</b> The City shall refine its program to limit the size, appearance and number of outdoor advertising signs and billboards. [Source: Policy 1.5.2, Land Use Element]
2.35 (1)	<b>Signage</b> The City shall create a signage program for Ridgecrest. The program should follow a general standard for the entire City, but allow for variations to set individual neighborhoods, historic areas, and the Downtown apart. Standards to be included within the signage program include: [New Policy] 1. The materials used for and the size, color, location and arrangement of signs must be an integral part of the design of a site and building and must be compatible with their surroundings.
(2)	2. Signs should be simple, restrained and subordinate to an overall project design.
(3)	3. Signs should be consistent in location and design throughout a development, including those for shopping centers.
(4)	4. Signs shall conform to standards for type, size and location established by City ordinance. [New Policy]
<b>SUSTAINABLE BUILDING DESIGN</b>	
Policy 2.36	<b>Sustainable Building Standards</b> The City shall require new commercial and industrial projects have a minimum of 65% "green" or sustainable designs, such as the use of grey water for landscaping, or utilizing active or passive energy designs. [New Policy]
<b>UTILITIES / INFRASTRUCTURE</b>	
2.37	<b>Trash Containers and Recycling Containers</b> Trash containers <b>and recycling containers</b> should be provided in a convenient location away from public streets and store entrances. Containers should be completely screened with materials compatible with building exteriors.
2.38 (1)	<b>Mechanical and Utility Equipment</b> Mechanical and utility service equipment, including meter boxes, should be designed as part of a structure and should be screened or hidden within the development. The following standards apply: 1. <b>Trash/Recycling</b> collection, loading facilities, mechanical equipment, outdoor storage (where allowed), and antennas shall be screened from public view using both walls, enclosures, and other solid screening materials as well as landscaping. Such screenings will use colors, materials, and vertical and horizontal variations in order to be consistent with the overall design theme of the building. The next figure illustrates the use of screen walls and landscaping to screen a loading facility.
(2)	2. Common trash collection areas shall be fully enclosed and shall include a separate gate for user access and emptying the trash receptacles.
(3)	3. Onsite utilities and equipment shall be located in inconspicuous locations that are out of the public view.
(4)	4. Roof-mounted equipment shall be fully screened using a material and treatment that are compatible with the building. Screenings for multiple pieces of equipment shall be accomplished by a single screen, and not a series of screening enclosures.
(5)	5. Solar heating equipment requiring full access to the sun need not be screened but must be as unobtrusive as possible.
(6)	6. Satellite dishes shall also be placed as unobtrusive as possible. [New Policy]
<b>WALLS AND FENCES</b>	
2.39	<b>Residential Walls and Fences re-written by City Planner as follows:</b> Residential projects shall use walls, landscaping, and identification signage to identify entries. Residential projects are encouraged to provide additional landscaped areas at entries to allow for additional landscape and hardscape elements, including identification signage. Walls and fencing will be required to define private yard space, define the boundaries of a master plan area, or provide attenuation from traffic noise. The following standards should be applied:  1. To avoid the appearance of a plain precession block wall, walls shall be encouraged to include, live fencing, (vines, etc.), decorative block or a stucco finish.  2. Walls shall use pilasters, or similar treatments, in order to break up the mass of the wall <b>of the development and shall be defined by one of the following:</b>

	<p>a) Brick,  b) Split concrete block facia  c) Masonry over concrete block,  c) Wrought iron,  d) three rail wood fence,  e) additional materials approved by the Planning Commission.</p> <p>3. Perimeter <b>boundary</b> walls (walls, <b>earthen mounding or tree rows</b> enclosing a housing development, planned unit development, or associated facilities ) shall be compatible with the architectural theme of the development. Perimeter walls should be treated/articulated to break up their mass. These treatments include, but are not limited to, use of pilasters, mixtures of wall treatments/textures, wall pockets, meandering or zigzag walls, including of view sections (i.e., wrought iron inserts), planter boxes at the base or top of the wall, and varied landscaping <b>or earthen mounding</b>.</p> <p>4. View fencing, using a wrought iron material, is encouraged to provide views into a project. Such fencing is appropriate in walls surrounding commercial land uses, open space, or where the ends of cul-de-sacs abut the wall. View fencing is also encouraged where existing views are present. [New Policy]</p>
2.40	<p><b>Non-Residential Walls and Fences</b>  Walls used to separate residential and non-residential land uses shall have appropriate treatments to ensure that the wall is not intrusive on residential units. These walls shall be articulated on both sides. [New Policy]</p>
<b>Design Standards – By Land Use Type</b>	
<b>Goal CD-3</b>	<b>Provide a set of design guidelines for aspects unique to residential, commercial, industrial, and mixed use land use designations. [New Goal]</b>
<b>Policy 3.1 (1)</b>	<p><b>Single-Family Residential Design Standards</b>  Single-family residential neighborhoods shall be designed to create a recognizable sense of place and a secure neighborhood. The following standards are encouraged for single-family residential developments:</p> <p>1. Each housing tract shall include a variety of floor plans and facadetreatments for each floor plan in order to provide variety and interest in the streetscape.</p>
(2)	<del>2. Floor plans within a tract should have varying front widths in order to provide variety in the streetscape.</del>
(3)	3. Treatments such as porches, patio covers, and balconies are encouraged.
(4)	4. Residential structures shall be set back varying distances from the minimum allowed front yard setback in order to increase the visual diversity along a street. Setbacks should vary a minimum of 5 feet.
(5)	5. For single-family detached units, garages shall be set back a minimum of 20 feet to allow vehicles to park in a driveway and not block the sidewalk.
(6)	6. Residences should be designed to have varying entry locations and articulation of mass to provide a more attractive neighborhood.
(7)	7. When lot sizes permit, residential units should be designed so that various garage orientations can be achieved, such as entering from the front or the side.
(8)	8. All roof surfaces are encouraged to provide an overhang of at least 12 inches. An <del>18-</del> <b>23</b> inch overhang is preferred.
(9)	<del>9. New residential developments shall be encouraged to have front porches, gardens, and windows that face the street to promote social interaction between residents. [New Policy]</del>
<b>Policy 3.2 (1)</b>	<p><b>Multi-Family Design Standards</b>  Site design and architectural treatments shall be included in multifamily projects to provide a safe and well-designed living area that provides private and common use areas. The following design standards are encouraged for multi-family residential developments:</p> <p><del>1. Private balconies and patios are encouraged.</del></p>
(2)	2. Linear entries and common landings running along the face of a building are discouraged. Entrances to individual units should be clustered. Common stairways and landings should provide access to a maximum of four units.
(3)	3. Common open spaces should be conveniently located to units within the complex, and separate, secured children's play areas are encouraged.
(4)	4. The provision of private open spaces for each unit is encouraged. This would include patios or balconies.
(5)	5. Long, unbroken lines of garages and carports on both sides of a drive aisle are discouraged. Garages and carports should be arranged to avoid blocking views of the residential units.
(6)	6. All areas not dedicated for residential units, ancillary structures, parking, and drives shall be landscaped.
(7)	7. In addition to landscaping in and around the residential units, landscaping should also be provided within the parking areas. Planters at the end of drive aisles should be used to enhance the visual perception of the drive.
(8)	<del>8. Multifamily residential complexes (comprised of 16 or more units) shall have a perimeter wall and shall use a security gate system for access into the project.</del>
(9)	9. Parking shall be distributed throughout the project so that each unit has convenient access to private and visitor parking.
(10)	10. Because of the potential bulk of multifamily structures, facade and roofline articulation are vital to providing a desirable product. Each unit should have a projection from the wall surface, which can include ledges, balconies, window alcoves, and so forth. Several rooflines should be provided for each building.
(11)	11. Multifamily units within large complexes should be divided into groups of smaller buildings instead of providing a few large structures (greater than 10 units per building).
(12)	12. All mechanical equipment including air conditioning and forced air units shall be screened using an enclosure that

	matches the architectural design of the building. Equipment can also be placed within private patio areas as long as these areas have a solid enclosure.
(13)	13. Carports, when used, shall be designed to avoid the flimsy appearance of thin metal supports and flat metal <b>or fiberglass</b> roofs. Support columns shall be designed to have the appearance of mass.
(14)	14. Lighting shall be provided to ensure safety of those living in or visiting a complex. All multifamily complexes shall provide the City with a lighting plan, including location, height, type, and brightness, for review and approval.
(15)	15. Higher residential uses shall be encouraged to locate adjacent to transit facilities and activity centers. Bicycle and pedestrian linkages <b>should</b> <del>shall be included to encourage residents to explore and actively engage in the community.</del> [New P]
Policy 3.3	<b>Commercial Design Standards</b>
(1)	Commercial projects shall contain a level of design that provides for a pleasant and safe shopping experience and encourages the movement of pedestrians throughout the project. 1. Whenever possible, structures should be sited in a cluster arrangement surrounding a common plaza on several sides. A center made up of several individual pads, each surrounded by parking, discourages pedestrian usage and emphasizes the parking facilities rather than the commercial center.
(2)	2. When buildings cannot be clustered, landscaping, pavement treatments, trellises, or other amenities shall be used to visually link the structures into a cohesive whole.
(3)	3. Entry driveways into a commercial center shall be used to make a statement of entry. Enhanced paving, wide entries with center medians, entry statement signage and landscaping are examples of possible treatments. <b>Pedestrian and bicycle circulation shall be provided.</b>
(4)	4. It is desired that access to major roadways occur at 300-foot intervals. In addition, median breaks will only be provided on a ¼ mile interval. Reciprocal access and shared driveways will be required in order to provide a consistent and workable ingress and egress plan for an area.
(5)	5. Loading docks should be placed in the rear of buildings where it will be easier to screen these facilities from public views. If the rear of a commercial center is adjacent to residential uses, locations on the sides of buildings, requiring increased setback, or additional screening will be considered.
(6)	6. Parking lots in commercial centers will be required to provide a minimum of 15 percent landscaping. Landscaping plans should achieve the following: a. Provide shade for parked cars. To achieve this, landscaping will be required throughout a shopping complex. Landscaping can be provided in the parking lot with a combination of finger islands and diamond planters (located at the center of four parking spaces), <b>without obscuring traffic site lines.</b> b. Landscaping should be provided adjacent to all building facades in order to soften the appearance of the building. c. Provide shade for outdoor plazas and walkways.
((7)	7. Commercial centers shall achieve a high quality design that includes the following: d. <del>High levels of</del> Articulation shall be required for both facades and roof planes. e. Buildings shall provide articulation of all building faces. Large facades shall be broken up by use articulation along the entire length of the building face, not just at the building entrance. f. Building entrances shall have additional elements that make entries easy to identify. g. Covered walkways shall be included when possible. h. Varied materials and textures shall be used. i. Accent colors should be used to add interest to large buildings.
(8)	8. Where possible, rehabilitation and renovation of existing small businesses shall be encouraged.
(9)	9. Development of commercial projects that integrate the vertical <b>and/or horizontal</b> mixing of uses shall be encouraged.



**Recommended Modifications to the Draft Open Space & Conservation Element:**

**DATE:** August 25, 2009  
**TO:** Members of the Planning Commission  
**FROM:** Matthew Alexander AICP, City Planner  
**SUBJECT:** Continued Discussion of Draft Open Space & Conservation Element

---

On August 11, 2009 the Planning Commission considered the City's Draft Open Space and Conservation Element. The Planning Commission made revisions to this draft element with regards to emphasizing the requirement for Landscaping and Lighting Act Districts within new subdivisions.

Last week I received a phone call from Tom Mulvihill, IWWWD General Manager. At their last meeting his Board of Directors brought up some concerns related to Ground Water & Water Resources Section of the City's Draft General Plan Open Space & Conservation Element.

This Section includes one draft Goal and sixteen draft policies in support of that goal.

Since the city of Ridgecrest isn't interested in assuming the responsibilities that come with being the water purveyor, I suggested that the planning commission consider re-writing the language in this element as follows:

**Goal OSC-6 To ensure that a supply of acceptable quality water is available to meet the present and future needs of the City and the Indian Wells Valley the City shall continue to support the Indian Wells Valley Water District [Source: Modified Goal 5.2, Conservation Element]**

Also, I believe that it is appropriate to modify Policy # 15 as follows, (new language in red):

**OSC-6.15 Valley Wide Water Policy**

The City shall **support the efforts of the Indian Wells valley Water District toward consideration of the creation of** ~~create~~ a valley wide water policy to control the exportation of water from the Indian Wells Valley. [Source: Policy 5.2.5, Conservation Element]

If the Planning Commission agrees, we shall modify the draft element to reflect these changes.

The two tables below were modified in September, 2009 and should replace the table on page 17-17 of the Draft Open Space & Conservation Element.

<b>Ridgecrest Park/Facility Standards &amp; Future Growth</b> The City's Future Growth Direction for Parks & Sports Facilities is Sports Tourism	
<b>Park Description</b>	<b>Standards</b>
<b>Pocket Parks</b>	No set standard: 0.25 to 1 acre
<b>Neighborhood Parks</b>	1 acre / 1,000 persons ; 1 acre to 5 acres; ¼ service radius; minimum facilities include open lawn play areas, walkways, playgrounds designated by age groups, shaded picnic shelters, basketball ½ courts, dog parks and possibly small restrooms. <b>As of 2009 Neighborhood Parks: Hellmers Park 5 acres;</b>

	<b>Pearson Park 4.5 acres; Upjohn Park 6 acres</b>				
<b>Community / Regional Parks</b>	4 acres / 1,000 residents; extended space and includes all sports fields and specialized game courts that service organized teams or specific sports; activities include baseball, softball, basketball full courts, football, soccer, tennis, frisbee golf, skate parks, trick bike parks, jogging/walking, motorcycle/BMX racing parks, paint ball and other specialized uses. Areas will include concessions, playgrounds designated by age groups, small and large sized shaded picnic shelters, full sized restrooms and paved parking. <b>As of 2009 Community/ Regional Parks: Freedom Park 19.8 acres; Kerr McGee Youth Sports Complex 11.7 acres; Leroy Jackson Park Sports Complex 56 acres.</b>				
<b>Parkways (Linear) Parks / Trails</b>	Linear parks are intended to provide bicycle paths and hiking/jogging trails throughout the community. They may frequently be developed within a 30' – 100' width adjacent to major streets. If possible, safety lighting, benches and exercise equipment placed along trails.				
<b>Swimming Pool / Aquatics Complex</b>	1 public pool / 30,000 persons ; minimum facilities will include a competitive six lane 25 yard pool with toddler and ADA swimming area. By 2028 the City will replace current public Swimming Pool with an Aquatics Complex ; minimum facilities for the Aquatics Complex will include a competitive six lane 25 yard Swimming Pool that can accommodate water polo competitions, separate toddler pool area with slides and water playground area, separate deep water swimming pool area which accommodates large water slides, competitive diving/water polo and a separate therapy pool/leisure river pool area. Complex will include full sized locker rooms with showers, large scale concession area and picnic area with numerous shaded shelters. If possible complex will include outside amphitheatre to accommodate special events & concerts. The entire complex will be enclosed by a brick or rock decorative wall to help with the wind issues with maintenance of facility.				
<b>Community Center</b>	1 community center / 30,000 persons ; Current facility as of 2009 includes banquet facility with kitchen and meeting rooms that can accommodate up to 2,000 people. Community Center includes gymnasium with 1 regulation basketball/volleyball court that can accommodate 2 non regulation courts, 2 racquetball courts, fitness room, pre-school/day camp rooms and offices. As of 2009 the current 2 basketball/volleyball courts are reserved year round and a minimum of 2 more courts are presently needed. By 2028 expansion to existing center or a new similar center would need to be developed. A priority by 2028 will be to add a gymnasium with a minimum of 8 courts and up to 16 courts to continue the future commitment of Sports Tourism.				
<b>Senior Center</b>	1 senior center / 30,000 persons ; Current facility as of 2009 includes dining area for up to 150 people, a full sized kitchen, game room, reading room and offices. By 2028 a new facility will be needed to replace the existing facility. New facility will include all amenities of present facility plus additional space for more indoor recreational activities and exercise.				
<b>Performing Arts Theatre</b>	1 Performing Arts Theatre / 30,000 persons ; No facility currently. By 2028 a Performing Arts Theatre that seats a minimum of 1,800 people which will include rehearsal rooms, prop area rooms, dressing rooms, music rooms, concessions, offices and meeting rooms.				
<b>Facility Description</b>		<b>Standards</b>			
<b>Description</b>	<b>Facility Standard based on NRPA Standards</b>	<b>Unit Standard</b>	<b>Current Inventory as of 2009</b>	<b>Current Shortfall as of 2009</b>	<b>Total desired by 2028*</b>
<b>Pocket Parks</b>	<b>No set standard</b>	<b>No set standard</b>	<b>In Town Park .25 acre Neighborhood Peseo 1</b>	<b>meets standard</b>	<b>No set standard</b>

			acre		
Neighborhood Parks	1 acre	per 1,000 persons	16 acres	Additional 10 acres	43 acres
Regional Parks	4 acres	per 1,000 persons	87.5 acres	Additional 16.5 acres	172 acres

**Ridgecrest Park/Facility Standards & Future Growth**  
The City's Future Commitment of Sports Tourism will consist of weekend events held at City Facilities

Facility Description		Standards			
Description	Facility Standard based on NRPA Standards	Unit Standard	Current Inventory as of 2009	Current Shortfall as of 2009	Total desired by 2028*
Playgrounds	1 playground	per 5,000 persons	3 playgrounds	Additional 2 playgrounds	9 playgrounds
Parkways (Linear) Parks / Trails	1 mile	per 2,000 persons	3 miles	Additional 10 miles	21 miles
Golf Course***	9 holes	per 25,000 persons	none***	9 holes	(1) 18 hole course
Tennis Courts	1 court	per 2,500 persons	6 courts	6 courts lighted	14 courts lighted
Basketball ½ Courts	1 half court	per 4,400 persons	4 half courts lighted	2 half courts lighted	6 half courts lighted
Basketball Full Court	1 full court	per 6,500 persons	none	4 full courts lighted	8 full courts lighted
Baseball Fields	1 beginner field 1 junior field 1 regulation field	per 4,000 persons per 8,600 persons per 13,000 persons	2 fields lighted 1 field lighted 1 field lighted	3 fields lighted 2 fields lighted 1 field lighted	4 fields lighted 4 fields lighted 3 fields lighted
Soccer Fields	1 junior field 1 regulation field	per 8,600 persons per 13,000 persons	3 fields lighted none	meets standard 2 fields lighted	2 fields lighted 3 fields lighted
Football Fields	1 regulation field	per 13,000 persons	1 field lighted	1 new field lighted lights on older field	2 new fields lighted lights on older field
Softball Fields	1 field	per 5,000 persons	3 fields lighted	2 fields lighted	5 fields lighted
Skate Park	1 skate park	per 25,000 persons	1 skateboard park lighted	meets standards	1 skate park lighted
Trick Bike Park	1 trick bike park	per 25,000 persons	none	1 bike park lighted	2 bike parks lighted
Frisbee Golf Course*x	1 frisbee course	per 25,000 persons	1 nine hole frisbee course	none*x	1 new 9 hole course
Motorcycle/BMX Park**!	1 motorcycle course 1 BMX course	per 25,000 persons per 25,000 persons	1 maintained course none	Needs lights **! 1 BMX lighted park	1 new lighted course 2 BMX lighted parks
Shaded Picnic Shelters	3 small shaded shelters	per Neighborhood Park	3 small shaded shelter/per park	meets current standard	3 small shaded shelters 1 large shaded shelter

	1 large shaded shelter	per Regional Park	2 large shaded shelters	1 large shaded shelter	
Swimming Pool**	1 pool	per 30,000 persons	1 pool **	meets standard	aquatics complex per facility standard description
Community Center	1 community center	per 30,000 persons	1 banquet facility/kitchen 5 meeting rooms 3 kids activity rooms	meets standard	2 <sup>nd</sup> community center or expansion to existing center
Gymnasium	1 gymnasium located in community center	per 30,000 persons	1 regulation basketball / volleyball court 2 non regulation cross court bball / vball courts. Seats up to 225 2 racquetball courts small aerobics room	meets standard, however a minimum of 2 regulation courts are presently needed to meet the demand of the community	a minimum of 8 to 16 basketball/volleyball courts. 4 racquetball courts, 3 aerobics / exercise rooms
Senior Citizen Center	1 center	per 30,000 persons	1 center	meets standard	2 <sup>nd</sup> senior center or expansion to existing center
Performing Arts Theatre	1 theatre	per 30,000 persons	none	1 theatre per facility description	1 theatre per facility description
Amphitheatre	1 amphitheatre	per 30,000 persons	none	1 amphitheatre	1 amphitheatre
Veterans Memorial	1 memorial	No set standard	1 veterans memorial	none	art additions to the veterans memorial
Art Garden	1 art garden	No set standard	1 small art garden	additional space	1 new art garden or expansion

\*Assumes a population of 26,000 in 2009 and 43,000 in 2028, (2% annual growth rate).

\*\* Sgt. John Pinney Pool is below contemporary standards for public pools and is in need of repairs as of 2009.

\*\*\*The 18 hole NAWS County Club presently serves the region's golf needs. The City is currently working with NAWS for accessibility onto the course from City limits without going through the main gate.

\*x The existing 9 hole Golf Course is located at Hellmers Park in which park water has been shut off due to current financial status.

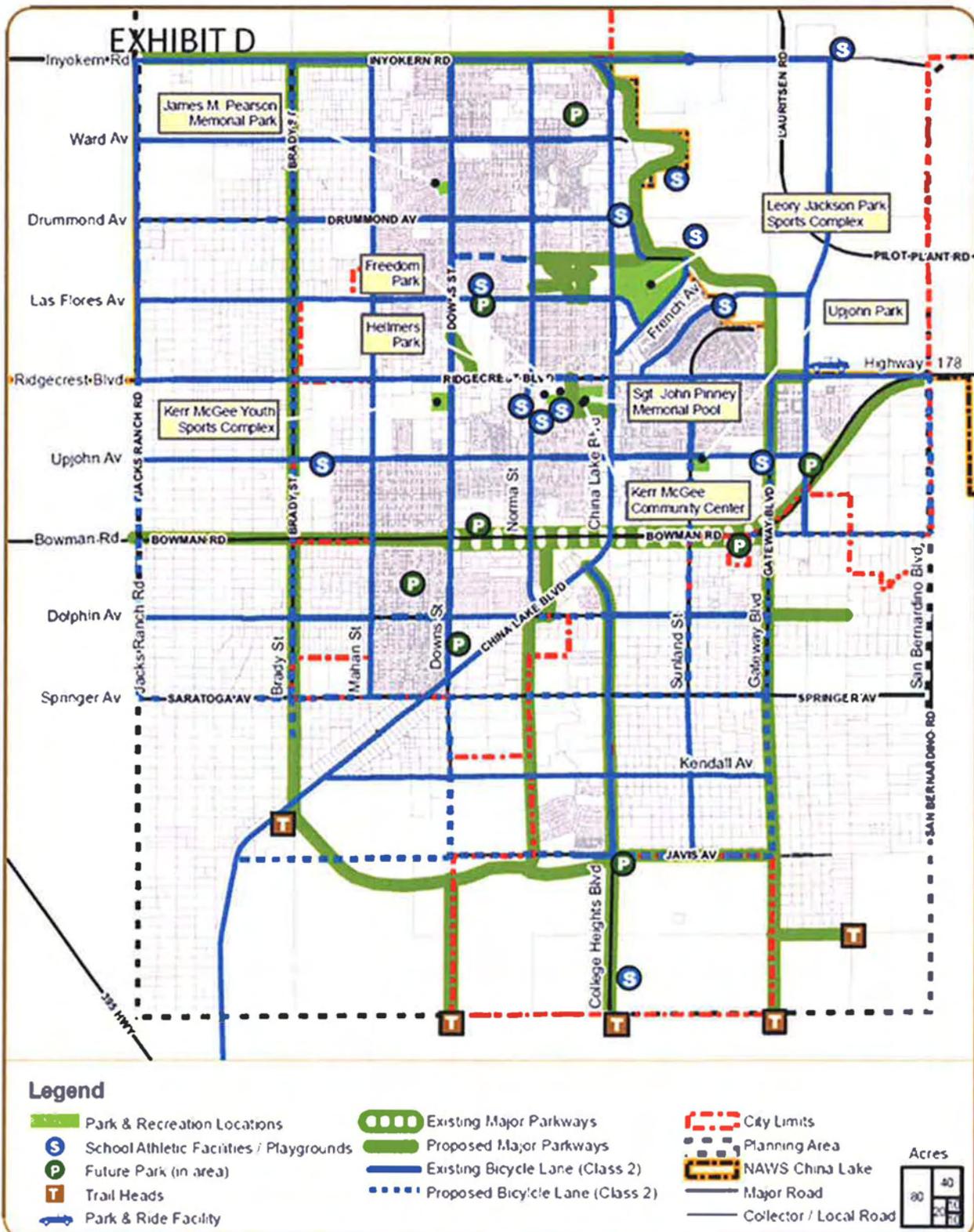
\*\*! The existing Motorcycle Park on City property is being maintained and operated by Desert Empire Fairgrounds. Motorcycle Park is opened only

scheduled weekends. There is presently a need for the track to be open more often to the community. The BMX racing park has not been

developed as of 2009.

Updated

9-29-09



Parks & Recreation Plan | Figure 7-1

Fig07\_01\_Parks\_2009\_10\_14\_RRR.mxd

**PLANNING DEPARTMENT**

**TED JAMES, AICP, Director**

2700 "M" STREET, SUITE 100

BAKERSFIELD, CA 93301-2323

Phone: (661) 862-8600

FAX: (661) 862-8601 TTY Relay 1-800-735-2929

E-Mail: [planning@co.kern.ca.us](mailto:planning@co.kern.ca.us)

Web Address: [www.co.kern.ca.us/planning](http://www.co.kern.ca.us/planning)



**RESOURCE MANAGEMENT AGENCY**

**DAVID PRICE III, RMA DIRECTOR**

Community & Economic Development Department

Engineering & Survey Services Department

Environmental Health Services Department

Planning Department

Roads Department

October 19, 2009

File: City of Ridgecrest General Plan

City of Ridgecrest  
Community Development Division  
Attn: Matthew Alexander  
100 W. California Avenue  
Ridgecrest, California 93555

RE: Proposed City of Ridgecrest General Plan Update

Dear Mr. Alexander,

The Kern County Planning Department appreciates the opportunity to provide additional comments to the Planning Commission and City Council on the City of Ridgecrest General Plan 2010-2030 Update. The current population is approximately 27,944 people. The DEIR states that "...buildout of the Propose Project will occur by 2030 for all land use types and will result in a total population of 50,000 individuals by that time." The following comments are based on that assumption.

The evaluation of the current and future water and sewer demands of the City of Ridgecrest General Plan area are important for establishing a sustainable future for the entire valley. The planned Indian Wells Valley Specific Plan for the unincorporated area will include a water demand land use inventory to determine the cumulative impacts of existing and planned growth in the valley. This inventory will provide the basis for a community wide discussion of appropriate growth patterns, uses and water conservation measures needed to sustain the entire valley into the future. The cost to hire the consultant to conduct the inventory has been included in budgets by County staff for the plan. A critical component of that inventory is the data for the City of Ridgecrest General Plan area for both water and sewer demands. Staff is requesting the modification of implementation measure 16.0 on Table 7-1 Open Space and Conservation Implementation Measure, with a timeframe of 2008 -2010, to read as follows:

16.0 The City shall develop and periodically update a groundwater management plan to protect local aquifers. The City shall participate with the County to develop a water demand land use inventory of existing and projected uses for the General Plan area.

→ approved to be included in General Plan update by Planning Commission - 10/20/09

## **Modifications Recommended by Early Childhood Council of Kern**

Page 3-12

### **RESIDENTIAL MEDIUM DENSITY (RM)**

This land designation establishes areas for single family and low density multifamily dwellings located near neighborhood serving uses such as grocery stores, schools, **child care centers**, parks and other public services. Uses typically allowed include single family dwellings, second units, town homes, duplexes, triplexes and mobile home parks.

Density Range: 5.1-14.0 DU/A

Minimum Lot Size: 3,000 Sq. Ft.

Page 3-12

### **RESIDENTIAL HIGH DENSITY (RH)**

This designation establishes areas for multi-family dwellings in urbanized areas with access to public transportation and residential serving uses (i.e., coffee shops and drug stores). Uses typically allowed include duplexes, triplexes, town homes and apartments near schools, **child care centers**, parks and other public services.

Maximum Density: 14.1-29.0 DU/A

Minimum Lot Size: 1,500 Sq. Ft.

Page 3-13

### **COMMERCIAL (C)**

This designation establishes the more intensive commercial retail and shopping service uses adjacent to residential neighborhoods. A broad mix of uses, including offices and high density residential are also encouraged within or adjacent to these areas in order to provide "active" centers in which many uses may be accessed on foot from residential areas or lodging areas. Uses typically allowed include regional malls, and outlet centers, supermarkets, drug stores, **child care centers**, other residential serving uses as well as office uses.

Those are the areas that the Planning Commission agreed to at their last meeting. Thank you for your assistance with this.



## CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

**SUBJECT:**

A Public Hearing to discuss and prioritize proposed Community Development Block Grant Projects for the FY2010-11 Annual Action Plan for Community Development Programs within the County of Kern five year Consolidated Plan. The anticipated funding for FY 2010-11 is \$154,400. Resolution 09- : A Resolution of the City Council of the City of Ridgecrest approving the projects for the Annual Action Plan for FY 2010 – 11. Appropriate CDBG applications.

**PRESENTED BY:**

Dennis Speer

**SUMMARY:**

A noticed Public Hearing for December 02, 2009 was established to discuss and prioritize proposed Community Development Block Grants (CDBG) Projects for the FY 2010-11 Annual Action Plan for Community Development Programs within the County of Kern five year Consolidated Plan. The anticipated funding for FY 2010-11 is \$154,400. Public comments are solicited and will be heard and accepted before approval of the selected projects. Resolution 09- is presented to confirm the allocation of funds at the conclusion of the Public Hearing and must be filed, along with project applications, with the County of Kern prior to December 4, 2009.

The Consolidated Plan is a five year plan that identifies community needs, sets goals and objectives, and provides a strategic plan for utilizing CDBG funds to address some of the identified needs within the Low to Moderate Income (LMI) areas. It is estimated that the City of Ridgecrest will receive an annual allocation of \$154,400 in CDBG funds for the next five years. A copy of the proposed plan is shown on attachment A.

It was proposed that the City would delay and borrow against the first three year cycles and undertake a reconstruction of S. Norma (Upjohn to Church) –A Street Rehabilitation. It is anticipated that the CDBG funds would be approximately \$154,400 per year and \$463,200 was allocated to this project from the first three year cycles. The project is estimated at \$600,000.

In consideration of allocated funding for the last two year cycles, approximately \$308,800 would be available if the City received \$154,400,000 annually for the five year period. The City Council will be required to present a reallocation of these funds for qualified projects and programs to the County of Kern within the appropriate two year cycles. Some recommended projects are as follows:

1. \$150,000 Kerr McGee Youth Sport Complex Improvements
2. \$ 75,000 Southern Sierra Boy & Girl Club.
3. \$ 75,000 GPAC Pocket Park within a LMI area
4. \$150,000 for ADA Wheel Chair Ramps in 05-06;
5. \$150,000 for Street Lights, within the LMI and high crime rate areas in 06-07  
other qualified infrastructure type or programs and projects.

It would be appropriate to open the public hearing, receive public comments, review and discuss projects as may be desired and determined. A modified five (5) year plan may present in the future. Exhibit A and Resolution 09- ; are attached.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt the Resolution that approves the annual project for FY 2010-2011 and submit application to Kern County Community Development Block Grant.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Dennis Speer  
(Rev. 6/12/09)

Action Date: December 2, 2009

**RESOLUTION NO. 09-**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AMDENDING THE FIVE YEAR CONSOLIDATED PLAN AND THE ADOPTING THE FISCAL YEAR 2010-2011 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT PROGRAMS**

**WHEREAS**, the Kern County Department of Community Development (CDBG) requires that public comment be obtained for the Consolidated Plan and the Fiscal Year 2010-2011 Annual Action Programs; and

**WHEREAS**, the City Council of the City of Ridgecrest on December 2, 2009 held a duly noticed Public Hearing for the purpose of obtaining public input and identifying unmet needs of the community, and

**WHEREAS**, based on the public input received at this Public Hearing amendments to the plan were recommended as shown in Exhibit A attached hereto and made part of this resolution; and

**WHEREAS**, to implement the recommended plan, CDBG Fiscal Year 2010-2011 funds will need to be advanced, and is amended to reflect the increased increment of Norma Street between Church Avenue and Upjohn Avenue.

**NOW THEREFORE**, the City Council of the City of Ridgecrest does hereby amend the Five Year Consolidated Plan and adopts the Fiscal Year 2010-2011 Annual Action Program for Community Development Programs and requests to advance funds from the Fiscal Year 2010-2011 City's fair share allocation.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of December 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Steven P. Morgan, Mayor

---

Rachel Ford, City Clerk

**Attachment A**

Proposed CDBG Five Year Consolidated Plan (2010-2015)

<b><u>Projects- LMI Areas</u></b>	<b><u>10-11</u></b>	<b><u>11-12</u></b>	<b><u>12-13</u></b>	<b><u>13-14</u></b>	<b><u>14-15</u></b>
<b>Norma Street</b>	Delayed & Reserved	<b>\$463,200</b>	Advanced		
<b>SSB&amp;GC</b>				<b>\$ 75,000</b>	<b>\$ 75,000</b>
<b>KMYSC or</b>					<b>\$150,000</b>
<b>GPAC Pocket Park</b>				<b>\$ 75,000</b>	<b>\$ 75,000</b>
<b>Wheel Chair Ramps</b>					<b>\$150,000</b>
<b>Street Lights</b>					<b>\$150,000</b>
<b>Total \$772,000</b>	<b>\$154,400</b>	<b>\$154,400</b>	<b>\$154,400</b>	<b>\$154,400</b>	<b>\$154,400</b>

**County of Kern**  
**RESOURCE MANAGEMENT AGENCY**  
**TED JAMES, AICP, INTERIM DIRECTOR**  
**COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**  
**BARRY JUNG, DIRECTOR**

**Program History and  
Primary Objective**

The Community Development Block Grant (CDBG) Program was established by the federal government in 1974 to provide funds to local governments for projects and programs that would improve the physical and economic condition of qualified communities and neighborhoods. The "Primary Objective" of the Program, as stated by the Housing and Community Development Act of 1974, is:

*"The development of viable urban communities, including decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low or moderate income."*

Federal funds are distributed in the form of a "Block Grant Entitlement" to cities with populations of 50,000 or more and counties with populations of 200,000 or more according to a formula applied annually to the total amount of CDBG funds appropriated by Congress. Smaller cities can participate with counties. The federal government also provides CDBG funds to all state governments. These funds are made available by the states to small cities (which choose not to participate with a county or a consortium) on a competitive basis.

The County of Kern and all cities within the County (except for Bakersfield) became a single entitlement jurisdiction in 1975 and received an entitlement of \$1.4 million in CDBG funds its initial year. The most recent CDBG entitlement was about \$5,056,979. The County's entitlement jurisdiction now consists of all unincorporated areas in the County and the cooperative agreement cities of Arvin, California City, McFarland, Ridgecrest, Shafter, and Tehachapi. The County, as the entity responsible to the federal government, assumed responsibility for all planning and management activities required to administer the local CDBG Program.

Since 1991, the County has also received funds under the HOME Investment Partnerships ("HOME") Program which has as its purpose "to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing." Funds under the program are allocated to the County on the basis of a formula. Monies can be used for several purposes related to new construction, rehabilitation, and acquisition of single and multi-family housing for lower income households. The most recent HOME entitlement was \$2,263,867. In the 2004 program year, the federal government initiated the American Dream Downpayment Initiative (ADDI) Program to help low-income families with the purchase of their first single-family residence. The ADDI Program was not funded in the most recent year. Matched with HOME funds, these monies can be used for down payments, closing costs, and rehab related to the purchase of a residence.

The Emergency Shelter Grant ("ESG") Program is the third source of funding administered by the Community and Economic Development Department. This program was authorized by Congress in 1987 as part of the McKinney Act to help combat homelessness throughout the country. Specific eligible use of ESG funds are as follows: renovation, major rehabilitation or conservation of buildings for use as emergency shelters for the homeless; the payment of certain operational costs; and the provision of new and expanded essential social or homeless prevention services. The most recent ESG entitlement was \$222,609.

**ELIGIBLE ACTIVITIES and  
NATIONAL OBJECTIVES**

Federal regulations specify that all projects and programs funded with CDBG, HOME, and ESG funds must be both "Eligible" for funding and meet one of three "National Objectives."

**EXAMPLES OF ELIGIBLE ACTIVITIES** by major category include:

**CDBG Program:**

**Public Facilities**, including but not limited to acquisition for, design, construction, reconstruction, or rehabilitation of:

- Community/Neighborhood Centers
- Senior Centers
- Child Day Care Facilities
- Parks/Recreation Facilities
- Branch Fire Stations and Libraries
- Shelters and Rehab Centers for Specified Groups

**Public Improvements**

- Domestic Water System Improvements
- Fire Prevention Improvements
- Sewer System Improvements
- Drainage Facilities (Basins, Drain Lines, Curb and Gutter)
- Removal of Architectural Barriers
- Street Improvements
- Improvements to Public and Private Utilities

**Public Services** (only as approved by the Board of Supervisors)

**Housing Programs/Projects**

- Rehab of Owner/Tenant Occupied Housing
- Direct Home Ownership Assistance
- Acquisition of Land, and/or Off-Site Improvements in Support of Affordable Housing

**American Dream Downpayment Initiative Program**

**Economic Development**

- Assistance to Private Businesses to Facilitate Creation of New Jobs

**Other Activities** to complement those previously listed:

- Relocation Assistance
- Demolition/Clearance
- Code Enforcement
- Historic Preservation
- Interim Assistance - in time of Emergency
- Planning for and Administration of the CDBG Program

**HOME Program**

- Rehabilitation of Owner and Rental Units
- Acquisition of Real Property for Housing
- Construction of Units for Sale or Rent
- Land Acquisition for New Housing Construction
- Reconstruction of Residential Units
- Development Costs/Fees
- Transitional Housing, Single Room Occupancy Housing, and Group Homes
- Demolition Where New Units Will Be Built
- First Time Home Buyers Program

**ESG Program**

- Rehabilitation of Homeless Facilities
- Payment of Operating Costs
- Essential Homeless Services

**The THREE NATIONAL OBJECTIVES are:**

- Principally Benefit Low and Moderate Income Persons
- Aid in the Prevention or Elimination of Slums, Blight, or Blighting Influences
- Meet Community Development Need of "Particular Urgency"

**THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)**

In 1974, the Board of Supervisors gave responsibility for development of the first HUD/CDBG Application to the County Administrative Office and the Planning Department. Submission and implementation of that program, and development of future programs, were made the responsibility of Bill Mungary in 1975, when he was appointed Director of the newly created Community Development Program Division of the County Administrative Office. In 1977, the division was made a separate county department.

The department is organized into two administrative divisions: Planning, and Fiscal, Agreements, and Compliance; and two operational program divisions: Housing, and Economic Development. It is located in the County Public Services Building in order to coordinate its services and assistance with other county departments with similar goals and objectives. In October 1998, the department was made a part of the Resource Management Agency. In October 2002, the Board re-named the department to CEDD.

**LOCAL PROGRAM AREAS**

CDBG funds can be utilized to fund "Eligible" projects throughout unincorporated Kern County and the seven cooperating cities if the project also addresses one of three "National Objectives." (See "Eligible Activities and National Objectives" section for more information.) HUD also requires that at least 70% of all CDBG funds be used to primarily benefit low or moderate income residents.

To insure compliance with federal regulations the CEDD has identified areas throughout the County where more than 51% of the residents have low or moderate incomes. These areas are referred to as "Program Areas." Most projects are designed to benefit residents of these areas. Program Area boundaries are reviewed and revised if necessary after each federal Census. Information regarding the specific boundaries of Program Areas is available at the offices of CEDD.

**COUNTY OF KERN  
CDBG FUNDS EXPENDED OR ALLOCATED  
FISCAL YEARS 1975-76 THROUGH 2009-10**

<u>Activity Type</u>	<u>%</u>	<u>Amounts (\$)</u>
Water System Improvement/Fire Protection Facilities	6	12,436,813
Sewer System Improvements	3	5,657,343
Senior Centers	5	10,487,092
Day Care Centers	1	2,861,618
Other Community/Neighborhood Facilities (Health Centers, Libraries, Centers for the Handicapped, etc.)	10	20,964,869
Parks and Recreation Facilities and Improvements	6	13,390,045
Drainage Improvements	17	36,352,390
Street Improvements	12	25,395,199
Housing Rehabilitation	8	17,037,788
Elimination of Architectural Barriers	4	9,661,452
Economic Development	3	5,541,404
Other Improvements (unclassified)	8	17,123,753
Planning and Program Administration	17	35,159,079
<b>Total</b>	<b>100</b>	<b>212,068,845</b>

This chart illustrates the amount and percentage of CDBG funds allocated to projects from July 1, 1975 through June 30, 2010. Since the beginning of the Program in Kern County, the CEDD has applied for and received complimentary funding (not represented on this chart) from numerous other sources. This practice has greatly increased the impact of the County's CDBG Program. Specific project descriptions are available at the Community and Economic Development Department.

**HOW IT WORKS – APPLICATION FOR FUNDS THROUGH PROJECT COMPLETION**

The County is required to submit a "Consolidated Annual Action Plan" in May of each year to advise HUD regarding how the County intends to use its next "Entitlement" amount. The "Plan" also includes proposed activities to be funded by the HOME and ESG Programs. This "Plan" is prepared after a series of preparatory events. The following schedule provides a brief summary of the process used by the County to identify, refine and approve projects and programs for CDBG, HOME, and ESG funding:

<u>Date</u>	<u>Event/Milestone</u>
September	CEDD conducts a series of advertised public meetings to provide information about the Program and to solicit public comment and proposals.
October	Applications for CDBG, HOME, and ESG funding are due from all individuals, groups, nonprofit organizations, and County Departments.
December	Proposals for projects in cooperative agreement cities are due.
March	Draft list of projects for funding is made available for public review.
April	CEDD conducts advertised public meeting to discuss projects proposed for the next fiscal year.
May	Board of Supervisors conducts a public hearing to discuss the projects and approve the Consolidated Annual Action Plan for the next fiscal year. This document is then submitted to HUD by the CEDD.
July 1	All phases of project/program implementation may proceed according to individual project schedules.

The milestones presented here are but a brief summary of annual events required to identify proposals, approve, and implement projects for CDBG, HOME, ADDI, and ESG funding. Anyone interested in making a proposal for funding or who would like more specific information regarding the CDBG, HOME, ADDI, and ESG Programs should contact the CEDD.

The staff is available during regular office hours (8:00 AM – 5:00 PM, M-F) to advise regarding all aspects of the County's CDBG, HOME, ADDI, and ESG Programs.

Phone: (661) 862-5050  
 TTY: 1-800-735-2929  
 FAX: (661) 862-5052

Address:  
 Community and Economic Development Department  
 County Public Services Building  
 2700 "M" Street, Suite 250  
 Bakersfield, CA 93301

Publication Date: August 2009



**3**

**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

**SUBJECT:**

A Resolution Of The Ridgecrest City Council Approving A Three Year Partnership Agreement Between The City Of Ridgecrest And Southern California Edison And Authorizing The City Manager To Sign The Agreement And Rescinding Resolution 06-04

**PRESENTED BY:**

Ann Taylor

**SUMMARY:**

In 2006 the City entered into a partnership agreement with Southern California Edison to help the community and businesses have sustainable energy efficient programs. Council is requested to rescind Resolution 06-04 and approve a new resolution that continues the partnership between City of Ridgecrest and Southern California Edison with a three year partnership agreement.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Ann Taylor

Action Date: December 2, 2009

(Rev. 6/12/09)

## RESOLUTION NO. 09-

### A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE CITY MANAGER TO FILE AND EXECUTE AN AGREEMENT FOR AN ENERGY PARTNERSHIP BETWEEN SOUTHERN CALIFORNIA EDISON AND THE CITY OF RIDGECREST

**WHEREAS**, City of Ridgecrest supports “energy efficiency” initiatives, policies and construction standards in order to ensure that our communities follows and encourages sustainable practices; and

**WHEREAS**, local demand for electricity has grown, and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy; and

**WHEREAS**, citizens and businesses spend significant amounts for energy, it makes economic sense and good public policy to encourage energy efficiency in City of Ridgecrest; and

**WHEREAS**, energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, conserving natural resources; and

**WHEREAS**, it is vital for our community to keep spending locally and to encourage innovations in the way we behave, build, and incorporate energy into our everyday business and personal lives; and

**WHEREAS**, there is a growing movement within California communities and business to improve everyday practices and create more sustainable and “greener” cities; and

**WHEREAS**, the communities comprised of city of Ridgecrest Energy Efficiency Partnership (REEP) seek to promote innovative methods and state-of-the-Art technologies used in the design and construction of new residential and commercial buildings within the region, in order to bring energy and natural resource consumption in line with our sustainability goals; and

**WHEREAS**, City of Ridgecrest will enter into an agreement with Southern California Edison(SCE) to implement the activities of City of Ridgecrest Energy Efficiency Partnership (REEP) natural resource consumption in line with our sustainability goals; and

**WHEREAS**, “*City of Ridgecrest*” staff, have identified the suite of programs within SCE’s proposed Energy Efficiency Program as being consistent with City of Ridgecrest’s customer service goals.

**NOW, THEREFORE, BE IT RESOLVED** *City of Ridgecrest* as follows:

1. That the above recipients are true and correct.
2. That the *City of Ridgecrest* implements the mission of the City of Ridgecrest Energy efficiency Program

3. That the *City of Ridgecrest* supports a commitment to sustainable practices through energy efficiency and will provide leadership and guidance in promoting, facilitating and instituting such practices in the region.
4. That the *City of Ridgecrest* support and endorsed the City of Ridgecrest Energy Efficiency program (an SCE Local Government Partnership) as an effective method to help meet long-term regional economic and environmental goals.
5. That the *City of Ridgecrest* will name one or more individuals to the City of Ridgecrest energy Efficiency partnership working group that will review progress regularly with SCE.
6. That the *City of Ridgecrest* with the assistance of SCE will identify and support implementing the suite of programs and projects within the "*City of Ridgecrest*" municipal facility and community energy efficiency and sustainability goals.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of December 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Steven Morgan, Mayor

ATTEST:

---

Rachel J. Ford, City Clerk

**AGREEMENT TO JOINTLY DELIVER THE 2010-2012  
ENERGY LEADER PARTNERSHIP PROGRAM**

**BETWEEN**

**THE CITY OF RIDGECREST**

**and**

**SOUTHERN CALIFORNIA EDISON COMPANY**

**Dated: \_\_\_\_\_, 200\_**

**This program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission.**

THIS AGREEMENT TO JOINTLY DELIVER THE 2010-2012 ENERGY LEADER PARTNERSHIP PROGRAM (the "Agreement") by and between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and the CITY OF RIDGECREST which Agreement shall be effective as of January 1, 2010. SCE and the City may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on July 21, 2008 (and as amended on March 2, 2009), SCE submitted its 2009-2011 Application for Approval of its Proposed Energy Efficiency Program Plans and Public Goods Charge and Procurement Funding Requests to the California Public Utilities Commission (the "Commission"), which application included the Energy Leader Partnership Program in which SCE will partner with cities, counties, and other local government organizations that have a vision for energy efficiency sustainability and a desire to provide energy efficiency leadership to their communities;

WHEREAS, on July 2, 2009, SCE amended its aforementioned application to the Commission, requesting approval of an extended 2010-2012 Program cycle for its proposed plans and funding requests, including the Energy Leader Partnership Program;

WHEREAS, on September 24, 2009, the Commission authorized certain energy efficiency programs, including the Partnership's Energy Leader Partnership Program for the 2010-12 program cycle (the "Program");

WHEREAS the City has expressed a commitment, and has qualified, to participate in the Program, allowing the City to demonstrate energy efficiency leadership in its community while helping residents and businesses achieve sustainable reductions in energy use within SCE's service territory;

WHEREAS, the City, on \_\_\_\_\_, 20\_\_, passed, approved and adopted a Resolution supporting and endorsing the Program, approving the City as a Program participant with SCE, and authorizing execution of a Partnership Agreement, in substantially similar form as this Agreement; and

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Agreement, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

1.1. **Agreement:** This document and all exhibits attached hereto, and as amended from time to time.

1.2. **Authorized Budget:** The Commission approved maximum budget for funding the performance by both Parties of the Program, as set forth in the Program Implementation Plan attached hereto as Exhibit C.

1.3. **Authorized Work:** The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Program Implementation Plans attached hereto as Exhibit C, and as agreed by the Parties to be performed.

1.4. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.5. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.

1.6. **Contractor:** An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party's Authorized Work obligations.

1.7. **Customers or Eligible Customers:** Those customers eligible for Program services, which are SCE customers located in the City.

1.8. **Energy Efficiency Measure (or Measure):** As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.9. **EM&V:** Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.10. **Incentive:** As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.11. **Partner Budget:** That portion of the Authorized Budget, which represents the maximum budget and maximum allocation by period, for funding the performance of the Program by the City and as set forth in Exhibit B, subject to amendment by SCE consistent with the terms of this Agreement.

1.12. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of the City that are pre-approved, directly identifiable to and required for the Authorized Work in accordance with Section 10.3.

1.13. PIP or Program Implementation Plan: The implementation plan specific to this Partnership, together with the Energy Leader Partnership Master PIP, which include the anticipated scope of the Program in SCE's service territory, approved by the Commission and attached hereto as Exhibit C.

1.14. Public Goods Charge (PGC): The funds which make up the Partner Budget and which are collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

## 2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the Program. The work authorized pursuant to this Agreement is not to be performed for profit.

This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

## 3. PROGRAM DESCRIPTION

3.1. Overview. The Energy Leader Partnership Program is designed to provide integrated technical and financial assistance to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, protect air quality and ensure that their communities are more livable and sustainable. The Program provides a performance-based opportunity for the City to demonstrate energy efficiency leadership in its community through energy saving actions, including retrofitting its municipal facilities as well as providing opportunities for constituents to take action in their homes and businesses. By implementing measures in its own facilities, the City will lead by example as the City and SCE work together to increase community awareness of energy efficiency and position the City as a leader in energy management practices. The Program will provide marketing, outreach, education, training and community sweeps to connect the community with opportunities to save energy, money and help the environment. Delivering sustainable energy savings, promoting energy efficiency lifestyles, and achieving an enduring leadership role for the City through this Program design is rooted in an effective relationship between the City, its constituents, and SCE.

3.2. Energy Leader Partnership Level. The Program offers a tiered Incentive structure through achievement of four separate levels of participation: "Valued Partner," "Silver," "Gold" and "Platinum." The City will enter the Program at the level indicated on Exhibit A hereto, which has been determined by the City's past participation in SCE energy efficiency and demand response programs both at the

city level and at the community level. Exhibit A further explains each level and the energy savings requirements for moving to the next Energy Leader Partnership level. SCE will track the City's performance under this Agreement against the goals and objectives set forth herein, and will notify the City when it has achieved the next incentive level.

#### 4. AUTHORIZED WORK

4.1. Scope. The work authorized by the Commission is set forth broadly in the PIP (Exhibit C) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the PIP, and the Parties shall document such details in a "Planning Document" which is intended to evolve throughout the term of the Program.

4.2. Objectives. The Program is designed to meet the specific goals and milestones set forth in Exhibit B of this Agreement, while implementing the Program strategies and meeting the general objectives and goals set forth in the PIP, attached hereto as Exhibit C.

5. **LIMITATION ON SERVICE TERRITORY** – The Parties agree that Authorized Work shall only be performed in SCE's service territory, with energy savings and demand reduction claims applicable solely to SCE's utility system. No Authorized Work shall be performed for any customers that receive electricity from a municipal utility corporation or other electricity service provider or that do not directly receive electricity service from SCE.

#### 6. OBLIGATIONS OF THE PARTIES

##### 6.1. Obligations of SCE and the City

6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program's specific energy savings and demand reduction goals as set forth in Exhibit B).

6.1.2. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by SCE.

6.1.3. To the extent practicable and with coordination by SCE, the Parties shall use the Program as a portal for other existing or selected programs that SCE offers, including programs targeting low-income customers, demand response, self-generation, solar, and other programs as described in the PIP, with a goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.

6.1.4. Consistent with those contained in the PIP, SCE and the City will work together to develop and accomplish additional mutually agreeable goals.

6.2. Obligations of the City.

6.2.1. The City will appoint an "Energy Champion" who will be the primary contact between the City and the SCE Energy Efficiency Representative (defined in Section 6.3.1), and who will be authorized to act on behalf of the City in carrying out the City's obligations under this Agreement. Such appointment shall be communicated in writing to SCE within 10 Business Days following execution of this Agreement. The City shall communicate regularly with the SCE Energy Efficiency Representative in accordance with Section 7.2 and 7.3 hereof, and shall advise SCE immediately of any problems or delays associated with its Authorized Work obligations.

6.2.2. The City shall perform its Authorized Work obligations within the Partner Budget and in conformance with the schedule and goals associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.

6.2.3. The City will be actively involved in all aspects of the Program. The City will use its best efforts to (a) dedicate human resources necessary to implement the Program successfully, (b) providing support for the Program's marketing and outreach activities, and (c) working to enhance communications with SCE to address consumer needs.

6.2.4. The City shall obtain the approval of SCE when developing Program marketing materials and prior to their distribution, publication, circulation, or dissemination in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to, or that is in any way related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission."*

6.2.5. The City shall submit to SCE, upon its request, all contracts, agreements or other requested documents with the City's Contractors (including subcontractors) performing Authorized Work in connection with the Program.

6.3. Obligations of SCE.

- 6.3.1. SCE will appoint a Partnership representative (“SCE Energy Efficiency Representative”) who will be the primary contact between SCE and the City, and who will be authorized to act on behalf of SCE in carrying out SCE’s obligations under this Agreement. Such appointment shall be communicated in writing to the City within 10 Business Days following execution of this Agreement.
- 6.3.2. SCE will oversee the activities and implementation of the Program, in accordance with this Agreement.
- 6.3.3. SCE will be actively involved in all aspects of the Program. SCE will use its best efforts to add value to the Program by (a) dedicating human resources necessary to assist the City in implementing the Program successfully and providing and maintaining an SCE presence in the City, (b) providing support for the Program’s marketing and outreach activities, and (c) working to enhance communications with the City to address consumer needs and provide SCE information and services.
- 6.3.4. SCE shall provide, at no cost to the City, informational and educational materials on SCE’s statewide and local energy efficiency core programs.
- 6.3.5. SCE shall work with the City as requested to help identify cost-effective energy efficient projects in the City’s qualifying municipal facilities within SCE’s service territory.
- 6.3.6. SCE shall administer the PGC funds authorized by the Commission for the Program in accordance with this Agreement, and SCE shall reimburse the City for Program Expenditures in accordance with Section 10 below.
- 6.3.7. SCE shall be responsible for coordinating and ensuring compliance with all reporting and other filing requirements.
- 6.3.8. SCE shall be responsible for tracking performance of the City in accordance with Section 10.1.2, and for verifying all energy savings and demand reduction claims of the City, and for monitoring and verifying achievement of the Partner Levels as described in Exhibit A.

6.4. EM&V. Once the Commission has approved and issued an evaluation, measurement and verification (“EM&V”) plan for the Program, such EM&V plan shall be attached to this Agreement as Exhibit D and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit D. The City shall provide and comply with all Commission/SCE requests regarding activities related to EM&V. The City and its Contractors shall cooperate fully with the SCE Energy

Efficiency Representative and will provide all requested information, if any, to assure the timely completion of all EM&V Plan tasks requiring the City's involvement or cooperation.

## 7. ADMINISTRATION OF PROGRAM

### 7.1. Decision-making and Approval.

7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of both Parties:

- a. Any material modification to the Authorized Work in connection with the Program.
- b. Any action that materially impacts the agreed-upon schedule for implementing the Program.
- c. Selection of any Contractor not previously approved by SCE.

7.1.2. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than five (5) years after the expiration or termination of this Agreement.

7.2. Regular Meetings. During the term of this Agreement, the Partnership's representatives identified in writing pursuant to Section 6.2.1 and 6.3.1 respectively, along with such members of the Partnership team as the Parties deem necessary or appropriate, shall meet monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review the status of the City's performance against Partner Budget and toward achievement of the goals set forth in Exhibit B. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.3. Regular Communication. Regular communication among Partnership representatives is critical for the long-term success of the Partnership and achievement of Partnership goals and objectives. Notwithstanding Section 7.2, above, the Partnership representatives identified in writing by each Partner pursuant to Sections 6.2.1 and 6.3.1, respectively, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.4. Non-Responsibility for Other Party. Notwithstanding anything contained in this Agreement in the contrary, a Party shall not be responsible for the performance

or non-performance hereunder of the other Party, nor be obligated to remedy any other Party's defaults or defective performance.

## 8. DOUBLE DIPPING PROHIBITED

In performing its respective Authorized Work obligations, the City shall implement the following mechanism and shall take other practicable steps to minimize double-dipping:

8.1. Prior to providing incentives or services to an Eligible Customer, the City and its Contractors shall obtain a signed form from such Eligible Customer stating that:

8.1.1. Such Eligible Customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and

8.1.2. Such Eligible Customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

8.2. No Party shall knowingly provide an incentive to an Eligible Customer, or make payment to a Contractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

8.3. The City represents and warrants that it or its Contractors has not received, and will not apply for or accept Incentives or services for any measure provided for herein or offered pursuant to this Agreement or the Program from any other SCE program or from any other utility, state or local program.

8.4. The Parties shall take reasonable steps to minimize or avoid the provision of incentives or services for the same measures provided under the Program from another program or other funding source ("double-dipping").

## 9. REPORTING

9.1. Reporting Requirements. The Parties shall implement those reporting requirements set forth in Exhibit E attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit E in their entirety.

## 10. PAYMENTS

### 10.1. Partner Budget

10.1.1. Maximum Budget: The Partner Budget is set forth in Exhibit B to this Agreement and represents the City's maximum share of the Program's three-year Authorized Budget. Additionally, Exhibit B sets forth the maximum non-Incentive budget on a periodic basis during the Program. The City shall not be entitled to compensation in excess of the Partner Budget (either on a periodic basis or in total), without written authorization by SCE and receipt of a revised Exhibit B. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the Partner Budget set forth in Exhibit B may be reallocated or adjusted at any time by SCE in its sole discretion, based upon SCE's evaluation of the City's commitment to, and progress toward the City's energy savings goals set forth herein.

10.1.2. Tracking: SCE will track the City's performance against the objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings and demand reduction goals set forth in Exhibit B, and will provide such tracking information to the City on a regular basis, but in no event less than quarterly. The tracking will enable SCE, to (i) properly allocate the Authorized Budget among all the Energy Leader Partnerships according to their individual performance and achievement of respective goals and objectives, (ii) confirm or amend the Partner Budget, set forth in Exhibit B hereto, based on the City's performance of the goals and objectives set forth in this Agreement; and (iii) determine/verify the City's eligibility to move to a new Energy Leader Level as described in Section 3.2 hereof.

10.1.3. Partner Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission's strategic energy efficiency goals for California and is based on the City's commitment to attain such goals and its desire to provide leadership to its community. To this end, in the event that SCE determines, in its sole discretion and through the tracking mechanism set forth in 10.1.2 above, that the City is not performing in accordance with the goals and objectives set forth in Section 4.2 hereof, then SCE shall have the unilateral right to reduce, eliminate, or otherwise adjust the

Partner Budget for the remaining Program year or years (other than for Program Expenditures previously approved by SCE) by amending Exhibit B and providing the amended Exhibit to the City. Pursuant to this Section, any such amended Exhibit B shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SCE to the City.

10.1.4. Partner Budget Categories

- a. Non-Incentive Budget: The Partner Budget is comprised of a non-incentive portion which includes separate categories for Marketing, Education & Outreach, Technical Assistance [and Direct Implementation], all of which are more fully described in the Program Implementation Plan (Exhibit C).
- b. Incentive Budget: As part of the Partner Budget, the City shall be eligible to receive certain enhanced Incentives through partnership participation in SCE core programs, as well as additional incentives consistent with the City's tier level of program participation, including completion of municipal retrofit projects further described in this Agreement and in the Program Implementation Plan. The additional Incentives will be made available as the City reaches higher Energy Leadership Partnership Levels in accordance with Exhibit A.

10.2. Program Expenditures of City. The City, with SCE's prior approval, shall be entitled to spend PGC funds, within the limits of the Partner Budget, on Program Expenditures. The City shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved by SCE, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.3. Payment to the City. In order for the City to be entitled to PGC funds for Program Expenditures:

- 10.3.1. The City shall submit monthly activity reports to SCE in a format acceptable to SCE and containing such information as may be required for the reporting requirements set forth in Section 9 above ("Monthly City Reports"), by the tenth (10<sup>th</sup>) Calendar Day of the calendar month following performance, setting forth all Program Expenditures.
- 10.3.2. The City shall submit to SCE, together with any Monthly City Report (if required), a monthly invoice for reimbursement of reported Program Expenditures, in a format acceptable to SCE, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:
  - a. Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, the City shall clearly indicate the line items or percentage of the invoice

amount that should be applied to the Program as provided in Exhibit E.

- b. Marketing, Education & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.
- c. Other expenditures: As pre-approved by SCE, with sufficient documentation to support the expenditure.
- d. Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit E can be submitted for payment. All invoices submitted to SCE must report all costs using the allowable cost elements shown on the Allowable Cost Table.

The City understands and acknowledges that all of the City's invoices for the Program and the Monthly City Report shall be submitted to SCE.

10.3.3. SCE reserves the right to reject any City invoiced amount for any of the following reasons:

- a. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the Partner Budget for such Authorized Work (as set forth in Exhibit B).
- b. There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, and/or the Program.
- c. The invoiced amount, in SCE's sole discretion, contains charges for any item not authorized under this Agreement or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

10.3.4. The City shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the documentation set forth in Section 10.3.2 above. The City shall promptly provide, upon the reasonable request by SCE, any documentation, records or information in connection with the Program or its Authorized Work.

10.3.5. SCE shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly City Report and corresponding invoice. SCE shall pay all undisputed amounts after the ten (10) Business Day period described in Section 10.3.5, but within thirty (30) Calendar Days of receiving the Monthly City Report and corresponding invoice.

Disputed or rejected amounts will be resolved pursuant to Section 10.3.5, and as otherwise required by the dispute resolution process in Section 15.

10.3 Payment of Incentives. Payment of Incentives to the City shall be made in accordance with the applicable SCE program requirements, including terms and conditions, and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each Project have been completed to SCE's satisfaction.

10.4. Shifting Funds Across Budget Categories. SCE may shift funds within the Partner Budget among budget categories (Marketing, Education & Outreach, Technical Assistance, [Direct Implementation] and Incentives), which categories and budget amounts are set forth in Exhibit B. Such shifting may be made by SCE to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates.

10.5. Reasonableness of Expenditures. The City shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the PGC funds paid in the reimbursement of such Program Expenditure, the City shall be solely liable for such refund or return.

## 11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2013, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2012.

## 12. FINAL INVOICES

The City must submit final invoices to SCE no later than March 31, 2013.

## 13. INDEMNITY

13.1. Indemnity by the City. The City shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) the City's negligence or willful misconduct in the City's activities under the Program or performance of its obligations hereunder, or (b) the City's breach of this Agreement or of any representation or warranty of the City contained in this Agreement.

13.2. Indemnity by SCE. SCE shall indemnify, defend and hold harmless the City, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) SCE's negligence or willful misconduct in SCE's activities under the Program or performance of its obligations hereunder or (b) SCE's breach of this Agreement or any representation or warranty of SCE contained in this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

#### 14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SCE, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although the City shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

#### 15. DISPUTE RESOLUTION

15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.

15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) Calendar Days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Calendar Days of the first meeting,

any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) Calendar Days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 15.2.

## 16. REPRESENTATIONS AND WARRANTIES

16.1. Representation of both Parties. Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:

- 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.
- 16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.
- 16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.
- 16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.
- 16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.
- 16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.
- 16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:
  - (i) Workers' Compensation/Employer's Liability or Equivalent: statutory minimum.
  - (ii) Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
  - (iii) Commercial or Business Auto (if applicable): \$1 million minimum.
  - (iv) Professional Liability (if applicable): \$1 million minimum.

16.1.8. Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

## 17. PROOF OF INSURANCE

17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.8) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.

17.2. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party's satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.

17.3. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party's receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000.

## 18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

18.1. Non-Disclosure. Subject to any disclosures required by the Public Records Act, the City, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without the City having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided the City gives SCE advance written notice of such order or subpoena.

18.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If the City is uncertain whether any information should be considered Confidential Customer Information, the City shall contact SCE prior to disclosing the customer information.

18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require the City to enter into a nondisclosure agreement.

18.4. Commission Proceedings. This provision does not prohibit the City from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to the City by SCE, and any and all documents and materials containing such Confidential Customer Information or produced by the City based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Agreement shall be returned upon written request by SCE.

18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by the City, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

## 19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including but not limited to those set forth in Exhibit B of this Agreement, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, Partner Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission.

## 20. CUSTOMER COMPLAINT RESOLUTION PROCESS

The Parties shall develop and implement a process for the management and resolution of Customer complaints in an expedited manner including, but not limited to: (a) ensuring adequate levels of professional Customer service staff; (b) direct access of Customer complaints to supervisory and/or management personnel; (c) documenting each Customer complaint upon receipt; and (d) directing any Customer complaint that is not resolved within five (5) Calendar Days of receipt by the City to SCE.

## 21. RESTRICTIONS ON MARKETING

21.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

21.2. Use of SCE Name. The City must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. The City shall allow five (5) Business Days for SCE review and approval. If the City has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use.

21.3. Use of the City's Name. SCE must receive prior review and written approval from the City for the use of the City's name or logo on any marketing or other Program materials. SCE shall allow five (5) Business Days for the City's review and approval. If SCE has not received a response from the City within the five (5) Business Day period, then it shall be deemed that the City has disapproved such use.

## 22. RIGHT TO AUDIT

The Parties agrees that the other Party, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to the their performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of the City or SCE who might reasonably have information related to such records. Further, the Parties agrees to include a similar right of the other Party and/or the Commission to audit records and interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

## 23. STOP WORK PROCEDURES

SCE may suspend the Authorized Work being performed in their service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying the City in writing to suspend any Authorized Work being performed in SCE' service territory. Any performance of Authorized Work by the City in SCE's service territory shall stop immediately, and the City may resume its Authorized Work only upon receiving written notice from SCE that it may resume its Authorized Work.

## 24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall be only be valid through a written amendment to this Agreement signed by both Parties.

## 25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2013 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

25.2. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60)

days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 15 herein.

25.3. Effect of Termination. Any termination by the City or by SCE shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. Subject to the provisions of this Agreement, the City shall be entitled to PGC Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly City Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be the City's sole compensation resulting from any termination of this Agreement.

25.3.2. In the event of termination of this Agreement in its entirety, the City shall stop any Authorized Work in progress and take action as directed by SCE to bring the Authorized Work to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

## 26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

The City:  
City of Ridgecrest  
Ann Taylor  
100 W. California Ave.  
Ridgecrest, CA 93555

SCE:  
Southern California Edison Company  
Jesse Langley  
6042A N.Irwindale Ave,  
Irwindale, CA 91702

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

## 27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors, subcontractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement, as the same may be applicable to Contractors.

## 28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

## 29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Authorized Work obligations.

## 30. COMMISSION/SCE AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, SCE shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to the City setting forth the effective date of such termination. Notwithstanding the right to terminate, as partners in the Program, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including but not limited to modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

### 31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

### 32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require the City's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

### 33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), acts of terrorism, acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of such Party.

### 34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

### 35. GOVERNING LAW; VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

### 36. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

### 37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include, but are not limited to, Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

### 38. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

### 39. COOPERATION

Each Party agrees to cooperate with the other Party in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

### 40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

### 41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**The City:**

**CITY OF RIDGECREST**

---

Name:

Title:

**SCE:**

**SOUTHERN CALIFORNIA EDISON COMPANY**

---

By: Lynda Ziegler

Title: Senior Vice President,  
Customer Service Business Unit

**EXHIBIT A**

**ENERGY LEADER PARTNERSHIP - PROGRAM LEVEL DATA**

	City 2003 Baseline Consumption*	City 2003-2008 Energy Savings	Participation/ Savings Percentage	City's Energy Leader Program Level:	Retrofit Energy Savings Required for next Level	Community Energy Saving Required for next Level
Municipal Facilities	1,976,661 kWh	1,527 kWh	0%	Value	97,306 kWh	-----
Community	232,787,290 kWh	14,444,552 kWh	6.21%	Silver	-----	8,834,177 kWh

\* Baseline numbers are mutually agreed upon for purposes of this Agreement only.

**Energy Leaders Partnership levels are:**

**Valued Partner Level** – This level is the entry level for the partner to develop knowledge and establish goals towards the Silver Level. A budget is available for energy savings projects, for marketing, education, and outreach to the community, as well as for technical assistance toward upgrading or retrofitting partners' facilities. SCE's core program incentives will be offered directly to the partner. The partner will be expected to use the marketing and outreach funds to generate verifiable energy savings in their own facilities and in the community and will participate in demand response at a basic level. Valued Level provides the Partner with 3 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

**Silver Level** – To qualify for this level, the partner demonstrates past participation in SCE energy efficiency programs, develops an energy action plan, sets community and city energy reduction goals, targets 25 percent of its facilities to complete energy efficiency upgrades, and participates in demand response. An enhanced incentive is paid at the Silver Level. Silver Level provides the Partner with 6 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

**Gold Level** – To qualify for this level, the partner demonstrates higher past participation in SCE energy efficiency programs, establishes higher city and community program participation and energy savings goals and makes a higher commitment to participate in demand response. Incentive factors are higher for partner facilities' energy efficiency projects. Gold Level provides the Partner with 9 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

**Platinum Level** – To qualify for this level, the partner demonstrates even higher past participation in energy efficiency programs, is innovative and integrates Energy Action Plan policies, ordinances and procedures. All facilities are targeted for energy efficiency upgrades and the partner makes a higher commitment to participate in Demand Response. Incentive factors are highest for Partner facilities' energy efficiency projects and additional incentives are made available for customized community energy efficiency projects. Platinum Level provides the Partner with 12 cents per kWh paid in addition to what is paid to the Partner under SCE's core program. Partner will need to meet DR requirements as described in the PIP.

**EXHIBIT "B"**

**ENERGY LEADER PARTNERSHIP PROGRAM  
2010-12 GOALS & PARTNER BUDGET**

**Program Cycle Partner Budget and Goals:**

	Maximum Partner Budget	KWh Energy Savings Goal	kW Peak Demand Reduction Goal
<b>2010-12:</b>		<b>1,856,250 KWh</b>	<b>376 kW</b>
<b>Incentive:</b>	<b>\$ 273,212</b>		
<b>Non-Incentive:</b> (Marketing, Education & Outreach, Technical Assistance [and Direct Implementation])	<b>\$ 318,735</b>		

**Minimum Performance % vs. Expenditures of Non-Incentive Partner Budget:**

Performance Category	12 months into Program	24 Months into Program	30 Months into Program	36 Months into Program
Non-Incentive Budget Expended (ME&O)	NTE 40%	NTE 65%	NTE 90%	NTE 100%
Minimum kWh Achieved	15%	50%	70%	
Minimum kW Achieved	15%	50%	70%	

\* NTE = Not To Exceed

**Explanation of non-Incentive Partner Budget allocation against goals:**

Maximum Percent of total non-incentive Partner Budget expended by the end of year 1: 40%  
Minimum kWh achieved by the end of year 1: 15% of 3-year goal

Maximum Percent of total non-incentive Partner Budget expended by end of year 2: 65%  
Minimum kWh achieved by end of year 2: 50% of 3-year goal

Maximum Percent of total non-incentive Partner Budget expended by end of the 2nd quarter of year 3: 90%  
Minimum kWh achieved by the end of 2nd quarter of year 3: 70% of 3-year goal

*In accordance with Section 10 of this Agreement, SCE reserves the right to assess the progress made by the City at any time with respect to the above goals, and may in its sole discretion elect to shift funds among categories or redistribute all or part of the funding budgeted herein to other energy efficiency programs or partnerships in accordance with the Agreement..*



## **EXHIBIT C**

### **PROGRAM IMPLEMENTATION PLANS**

#### **Program Element Description and Implementation Plan**

##### **a) List of program elements:**

The core program elements are similar to those identified in the Master Program Implementation Plan: Element A - Government Facilities, Element B - Strategic Plan Activities, and Element C - Core Program coordination.

#### **Core Program Element A: Government Facilities**

- This area will deliver energy savings during the next three-year program cycle. Every local government that participates in the Partnership will achieve specified energy savings and greenhouse gas reductions from the facilities and infrastructure that it manages through technology retrofits, operational improvements and policy changes. Participating local governments will take advantage of Partnership incentives for municipal facilities and, wherever possible, of eligible rebate, incentive and technical assistance programs offered by their serving utilities.
- Retrofit of county and municipal facilities: Through a proposed energy service contract project, the City of Ridgecrest has conducted a recent audit of their civic center and is contemplating an integrated energy efficiency and renewable project. Potential opportunities identified from this audit include, but are not limited to: lighting, air conditioning, controls, thermal energy storage, and solar generation.
- Retro-Commissioning (of buildings or clusters of buildings): The Ridgecrest civic center includes the city's largest municipal campus. Technical audits and assessments of all of the other municipal energy using facilities; ball parks, street lighting, etc. is contemplated as well as project development and implementation as part of the 2010-12 program.
- Integrating Demand Response into the audits: The Ridgecrest Partnership will target their facilities, as well as external agricultural pumping customers and commercial building owners for participation in Demand Response and Summer Discount Plans, as appropriate.
- Technical assistance for project management, training, audits, etc.: Each Partnership has a specific budget for each of these elements. The standard available programs include energy efficiency training, energy audits, and technical assistance in alignment with the Master Partnership Implementation Plan.
- On-bill financing: City of Ridgecrest personnel have indicated an interest in offering On-bill financing.

#### **Core Program Element B: Strategic Plan Support**

- Code Compliance Support: The Ridgecrest Partnership will explore the creation of an energy code compliance improvement program and various strategies to improve compliance with building energy standards and appliance regulations. The Partnership will conduct focused energy code training through workshops at the local Cerro Coso Community College targeted to their local businesses, residents, homeowner associations, social groups, seniors, and building professionals, the public works directorate of the China Lake NAWS military reservation, as well as those target groups in adjacent unincorporated communities.
- Reach Code Support: The Ridgecrest Partnership will seek to establish meaningful reach codes as part of its effort to add value to energy efficiency in alignment with the strategies as expressed in the Master Partnership Implementation Plan.
- Guiding Document(s) Support: In addition to establishing documentation in alignment with the strategies as expressed in the Master Partnership Program Implementation Plan, the Ridgecrest Partnership objectives will include development of Energy Action Plans and Climate Action Plans to document baseline energy use and emissions. These baselines will be used to set and achieve emission reductions and energy savings, germane to their desert/rural environment.
- Financing for the community: The Ridgecrest Partnership will develop an education and outreach program for the Partnership communities in alignment with the strategies as expressed in the Master Partnership Implementation Plan.

## **COMMUNITY ENERGY PARTNERSHIP PROGRAM AGREEMENT**

- Peer to Peer Support: The Ridgecrest Partnership will actively participate in and support the peer-to-peer program strategies as expressed in the Master Partnership Program Implementation Plan.

**Core Program Element C: Core Program Coordination**

- Outreach & Education: The Partnership has an established comprehensive Marketing Education & Outreach (ME&O) Plan that will be expanded to incorporate: educational workshops to assist Ridgecrest and its target sectors in advancing energy savings projects, policies, codes, and ordinances; general awareness events and exhibits to publicize the Partnership and its goals (including regional county fairs and home shows); marketing energy efficiency programs through a variety of media channels including mailers, press releases, and quarterly e-newsletters; and a provision to host a minimum of 12 special workshops at the local Cerro Coso Community College.
- Residential Direct Install:  
The Partnership will continue its support of the core program by driving participation through leveraging its chamber of commerce, bill mailing inserts, and public television access. The Partnership will also fund and execute focused multi-family and single family residential direct install activities.
- Third-party program coordination: The Partnership will use its direct implementation budget to augment technical and financial resources to help achieve its goals with support from third party programs.
- Retrofits for just-above LIEE-qualified customers: The Ridgecrest Partnership will support this program in alignment with the strategies as expressed in the Master Partnership Program Implementation Plan.
- Technical assistance for program management, training, audits, etc.:  
The Ridgecrest Partnership will support this element in alignment with the strategies as expressed in the Master Partnership Program Implementation Plan.

**b) Overview:**

The Ridgecrest Program is the extension of an existing Local Government Partnership. The Ridgecrest partnership was first formed in the 2006-2008 as a non-resource Partnership.

The 2010-2012 Ridgecrest Partnership builds upon the already successful Ridgecrest Energy Efficiency Partnership REEP). The Ridgecrest Partnership will add to its portfolio of M,E,&O activities to promote energy efficiency activities while focusing on water conservation and greenhouse gas reduction, which is in alignment with the strategies as expressed in the Master Partnership Program Implementation Plan .

**c) Non-incentive services:**

In addition to the strategies outlined in the Master Partnership Program Implementation Plan, the Ridgecrest Energy Efficiency Partnership will leverage its portfolio of ME&O activities to deliver non-incentive services such as those listed below. These non-incentive services are designed to increase community enrollment in energy core programs and participation in SCE services and resources:

- Mobile education unit
- Account manager support
- Training at the Customer Technology Application Center (CTAC)
- Speakers bureau
- Limited giveaways such as opportunity drawings and free CFLs
- Marketing
- Design and printing of brochures and other collateral materials
- Media/Press/Publicity support.

The facilities and programs at Cerro Coso College will also be leveraged.

**d) Target audience, etc.:**

The target audience includes:

- City and county staff, management and policymakers (elected officials)
- Residential and business customers
- Students of Cerro Coso Community College
- Residents and business customers of adjacent unincorporated Inyokern.

**e) Implementation:**

In addition to the strategies and coordination outlined in the Master Partnership Implementation Plan:

- The program will be implemented with customized incentives for the retrofitting of Ridgecrest's municipal facilities based on SCE's tiered incentive structure; and,
- The ME&O portions will be implemented in consultation and cooperation with SCE.

**Government Facilities and Communities**

Market transformation will be demonstrated when governments increase energy efficiency activity and become less dependent on PGC funds by increasing the government budgets allocated to energy reduction and renewable energy generation. Local governments will strive to make their facilities energy efficient as part of normal maintenance and operations and new construction. Government will also have a dedicated resource(s) for energy management for their own facilities.

Market transformation will be demonstrated when each local government in the Partnership increases the energy efficiency and green house gas reduction in their communities.

**EXHIBIT D**

**EM&V PLAN**

**[TO BE ATTACHED WHEN ISSUED BY THE COMMISSION]**

**EXHIBIT E**

**[REPORTING REQUIREMENTS]**



**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

**SUBJECT:** Ordinance No. 09-05, An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 And Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements

**PRESENTED BY:**

Harvey M. Rose, Interim City Manager

**SUMMARY:**

Water is a limited and costly resource which is subject to ever increasing demands and the City's economic prosperity depends on adequate supplies of water. City policy promotes water conservation and efficient use of water. The proposed ordinance Amends Chapter XII Article 9 and repeals Chapter IV, Article 19 of the Ridgecrest Municipal code to include water efficient landscape requirements for new developments and existing developed properties.

The proposed ordinance was reviewed by the City Attorney, Wayne Lemieux before it was presented to the Council. The proposed ordinance has been reviewed by the City Organization Committee and the Indian Well Valley Water District and was forwarded to Council without further recommendation.

This ordinance was introduced for first reading, by title only, at the regular Council meeting of November 4, 2009 and for second reading and adoption at the regular Council meeting of November 18 at which time it was determined that further language revision was necessary. Council scheduled a Special Council Meeting for November 23 to amend the language of the ordinance.

The ordinance is brought to the Council at this time for first reading and introduction by title only.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

Discussion and appropriate action

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Harvey M. Rose

Action Date: December 2, 2009

(Rev. 6/12/09)

**Ordinance No. 09-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AMENDING CHAPTER XII ARTICLE 9 AND REPEALING CHAPTER IV, ARTICLE 19 OF THE CITY OF RIDGECREST MUNICIPAL CODE CONCERNING WATER EFFICIENT LANDSCAPE REQUIREMENTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST as follows:**

**WHEREAS**, water is an increasingly limited and costly resource which is subject to ever increasing demands; and

**WHEREAS**, this ordinance complies with the State of California Government Code;  
and

**WHEREAS**, the City's economic prosperity depends on adequate supplies of water;  
and

**WHEREAS**, the City's policy promotes conservation and efficient use of water; and

**WHEREAS**, landscapes provide recreation areas, clean the air and water, prevent erosion, and offer fire protection; and

**WHEREAS**, landscape design, installation, and maintenance can and should be water efficient.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST as follows:**

Chapter IV, Article 19, Waste of Water is hereby repealed;

Chapter XII, Article 9, Water Conservations Methods is hereby replaced with the following;

## Section 12-9

### WATER EFFICIENT LANDSCAPE ORDINANCE

#### Sections:

Title	12-9.1
Purpose and Intent	12-9.3
Definitions	12-9.5
Applicability	12-9.7
Single Family Residential Landscape Procedure	12-9.9
Multi-Family Residential, Commercial, Industrial or Institutional Landscape Procedure	12-9.11
Swimming Pools and Water Bodies	12-9.13
Recommended Plant List	12-9.15
Mandatory Measures	12-9.17
Penalties	12-9.19
Administrative Exceptions	12-9.21

Section 12-9 of the Ridgecrest Municipal Code is hereby added to read as follows:

#### Section 12-9. 1 Title

This section shall be known and may be cited as the Water Efficient Landscape Ordinance.

#### Section 12-9. 3 Purpose and Intent

1. promote the values and benefits of landscaping while recognizing the need to utilize water and other resources as efficiently as possible;
2. establish a water conservation plan to reduce water consumption in the residential and commercial landscape environment by encouraging single family residential water conservation, and, in multi-family, commercial and manufacturing zone districts, limiting the use of turf and requiring the utilization of low water use plant materials in new projects;
3. establish provisions for water management practices and water waste prevention for new development;
4. establish a plan for designing, installing, and maintaining water efficient landscapes in new projects;
5. implement a more efficient use of water through swimming pool and water body design by the use of efficient water body management and proper recirculation of water; and
6. implement water conservation policies contained in the General Plan.

## Section 12-9. 5 Definitions

For the purpose of carrying out the intent of this article, the words, phrases and terms included herein have the meaning ascribed to them in this article.

Drainage system shall mean a landscape or irrigation system design to drain the water to be reused on the property or to channel the water off the property.

Drip Irrigation System shall mean the use of a drip emitter system that permits no more than 5 gallons of water per hour from each emitter.

Emitter shall mean a drip irrigation component that dispenses water to plants at a predictable rate, measured in gallons or liters per hour.

Hand Watering shall mean the actual watering of landscape by a person who remains present and holds onto and directs the watering device.

Irrigation Systems shall mean appropriately designed system that utilizes water sprinklers, emitters and bubblers.

Landscape area shall mean all permeable area located on the property, and land set aside exclusively for shrubs, flowers, trees, water features and other landscape material to enhance the natural beauty of an area.

Low volume irrigation systems shall mean appropriately designed irrigation systems that utilize low volume sprinklers appropriate to the climatic and site factors. Such heads include low volume sprinkler heads, drip emitters, and bubbler emitters.

Low water use plants shall mean trees, shrubs, and ground covers that survive with a limited amount of supplemental water as recommended by the City approved plant list or as identified in the "*Landscape Plants for the California High Desert*" published by the Indian Wells Valley Water District, Rosamond Community Services District, Palmdale Water District, City of Palmdale, Kern County Water Agency, and Naval Air Weapons Station China Lake. A copy of this list and booklet shall be on file and available for inspection in the Planning Office. Other plant material that is believed to be low water use may be added to the City Approved Plant List by special application to the Planning Commission.

Recirculation shall mean the reuse of water in a pond in such a way that the water would enter from one point and be reused in another portion in such a way that the water is not wasted or lost but reused in the pond.

Recycling shall mean the reuse of water in a pool or pond through a series of pumps and filters.

Runoff shall mean water ~~that leaves the property, as it relates to landscaping and/or irrigation~~ which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

Swimming pool cover shall mean any coverage that covers the swimming pool from receiving direct sunlight into the swimming pool when not in use. The pool cover purpose is to reduce the ~~heating and~~ evaporation of the water from the swimming pool.

Turf shall mean a surface layer of earth containing mowed or un-mowed grass with its roots.

#### Section 12-9.7 Applicability

All new developer, homeowner, and commercial installed landscape projects shall be subject to this article and all water users shall be subject to Section 12-9.17.

#### Section 12-9.9 Single-Family Residential Landscape Procedure

1. All single-family residential landscape projects are encouraged to abide by this article. Existing landscape areas larger than one acre may be audited so recommendations can be made for water savings.
2. The following is recommended for all single-family residential projects subject to the following limitations:
  - a. Turf landscaping may not exceed 2,000 square feet of single-family residential lots 10,000 square feet or smaller.
  - b. Turf landscaping may not exceed 3,000 square feet of single-family residential lots 10,001 square feet or larger.
  - c. Irrigation and Landscape Design. Homebuilders, developers, and/or landscape contractors should provide the residential customer an irrigation design and landscape design that would, if installed, demonstrate compliance with the City ordinance. Low volume irrigation systems will be demonstrated along with low water use plant material.
  - d. The irrigation design needs to show proper drainage to eliminate water waste.
  - e. Irrigation Drainage. All irrigation water is to retain on property during normal water run cycle, such that there is no runoff from the area being irrigated, specifically onto sidewalks and streets.

- f. ~~All new landscapes and irrigation designs must provide adequate water supply such that all of the water needed can be delivered every other day within the water window of 8:00 PM – 8:00 AM during the months of May, June, July, August, September, and October.~~

#### Section 12-9.11 Multi-Family Residential, Commercial, Industrial or Institutional Landscape Procedure

1. New landscape projects for multi-family residential, commercial, Industrial or Institutional shall comply with this section.
2. Multi-family residential, commercial, industrial or institutional projects shall submit landscape and irrigation designs that are consistent with this article prior to the issuance of a building permit.
3. The following limitations apply:
  - a. Turf landscape is limited up to 50% of the landscape area.
  - b. an irrigation and landscape plan shall be submitted, including low volume irrigation systems and low water use plants. The irrigation plan shall demonstrate drainage to eliminate water waste. The plan must provide adequate water supply such that all of the water needed can be delivered every other day within the water window of 8:00 PM – 8:00 AM during the months of May, June, July, August, September, and October.
  - c. Irrigation Drainage. All irrigation water is to retain on property during normal water run cycle, such that there is no runoff from the area being irrigated, specifically onto sidewalks and streets.

#### Section 12-9.13 Swimming Pools and Water Bodies

- a. Public and private swimming pools and water bodies over 300 square feet shall adhere to the goal of water efficiency as set forth in this article.
- b. new swimming pools shall have a swimming pool cover.
- c. new swimming pools shall have a drainage plan.
- d. water features including swimming pools must have recycling or recirculation features.

#### Section 12-9.15 Recommended Plant List

The Recommended Plant List is on file, available, and maintained by the Planning Division. The Recommended Plant List shall be formulated by staff with input from the Indian Wells Valley Water District staff, approved by Planning Commission resolution and amended from time to time as the need arises or an individual wishes to request that the Planning Commission consider amending the Plant List. The provisions of the Recommended Plant List as determined by the Planning Commission may be appealed to the City Council.

### 12-9. 17 Mandatory Measures.

The General Manager of Indian Wells Valley Water District, or designee, may provide health and safety exceptions with regards to mandatory measures on a case by case basis.

1. No water user shall waste water. For the purposes of this section enforcement shall be to that degree necessary to prevent the waste of water. "Waste" means the following:

a. Landscape irrigation to an extent which allows water to runoff the area being irrigated, specifically onto sidewalks and streets creating an undue, continuous flow of water.

b. ~~Using water to wash or rinse sidewalks, driveways, parking areas, tennis courts or other exterior paved areas, without any generally accepted conservation devise~~Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume water broom, high-pressure cleaning machine equipped to recycle any water used. General maintenance cleaning shall be performed by other means such as by using a broom.

c. Knowingly allowing water to leak through water connections, hoses, faucets, pipes, outlets or plumbing fixtures.

d. Limits on Washing Vehicles: Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat, motor home, or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility that recycles water.

2. Landscape shall not be irrigated on the surface, except for hand watering and/or the use of a drip irrigation system, between the hours of 8:00 AM – 8:00 PM during the months of May, June, July, August, September, and October, unless a special permit is issued to accommodate newly planted material.

3. No water shall be provided to any structure hereafter constructed or remodeled if the plumbing fixtures are to be installed unless the plumbing fixtures conform with requirements of law as to flow capacity.

### 12-9.19 Penalties.

A Violation of Section 12-9.17 is an infraction punishable by a civil fine as approved within the most recent City Council Resolution pertaining to civil infractions. Each day's violation of Section 12-9.17 is a separate offense.

Section 12-9. 21 Administrative Exceptions

The General Manager of the Indian Wells Valley Water District, or designee, may provide administrative exceptions to the landscape and irrigation plan requirements of this article on a case by case basis.

The General Manager of Indian Wells Valley Water District, or designee, will notify the City Manager of any administrative exemption granted pursuant to this section prior to the date the exception becomes effective.

The City Manager, or designee, after consultation with the General Manager of IWV Water District may grant an administrative exception.

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause this ordinance to be published in the manner required by law.

I, Rachel Ford, City Clerk of the City of Ridgecrest, do hereby certify the foregoing ordinance was regularly introduced and placed upon its first reading on, November 4December 2, 2009, and placed upon its second reading and adoption at a regular meeting of the City Council on , \_\_\_\_\_, 2009, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor of the City of Ridgecrest, California

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Ridgecrest, California



**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

**SUBJECT:**

Minutes of the Regular City Council/Redevelopment Agency Meeting of November 18, 2009

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft minutes of the Regular Council/Redevelopment Agency Meeting of November 18, 2009

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested:

Submitted by: Rachel J. Ford  
(Rev. 6-12-09)

Action Date: December 2, 2009



**MINUTES OF THE REGULAR MEETING OF THE  
RIDGECREST CITY COUNCIL AND  
RIDGECREST REDEVELOPMENT AGENCY AND**

**City Council Chambers  
100 West California Avenue  
Ridgecrest, California 93555**

**November 18, 2009  
6:00 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency. Meetings are recorded for the purpose of preparation of minutes.

**CALL TO ORDER**

Meeting called to order at 6:00pm

**ROLL CALL**

Council Present Mayor Morgan, Council Members Wiknich, Holloway, Taylor

Staff Present Interim City Manager Harvey M. Rose; City Clerk Rachel J. Ford; Dir. Of Public Services Jim McRea; Dir. Of Public Works Dennis Speer; Chief of Police Ron Strand; Dir. Of Parks & Recreation Jim Ponek; and other staff

**APPROVAL OF AGENDA**

- Amend Item 5 to remove
- Add new item, participation in energy efficient programs.

Motion to approve the agenda (as amended) was made by Council Member Holloway, Second by Council Member Taylor, Motion carried by voice vote of 5 Ayes, 0 Noes, 0 Abstain, 0 Absent.

**CLOSED SESSION – 6:00 p.m.**

GC54956.9 Conference with Legal Counsel - Potential Litigation - Disclosure of Potential Litigant Would Prejudice the City of Ridgecrest

GC54657 Personnel Matter – City Manager Recruitment – Report to Council

**REGULAR SESSION – 6:50 p.m.**

**PLEDGE OF ALLEGIANCE**

- Pledge of Allegiance was led by Mayor Morgan

**INVOCATION**

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**February 18, 2009**

**Page 2**

- Invocation was led by Ralph Mueller

**CITY ATTORNEY REPORTS**

- ❖ Closed Session
  - Report from Interim City Manager pertaining to on-going recruitment of City manager
  - Report on Potential Litigation
- ❖ Other
  - None

**COMMITTEES, BOARDS AND COMMISSIONS**

**Second Council Meeting (3rd Wednesday of the month)**

**Infrastructure Committee**

Members: Tom Wiknich, Jerry Taylor, Lois Beres, Craig Porter

Meetings: 2nd Wednesday of the month at 5:00 p.m., Council Conference Room

Next meeting December 9, 2009

- Council Member Wiknich reviewed items discussed in meeting.
  - College Heights Blvd. and Bike Lanes
  - Public Concerns of utilities cutting roads

**City Organization and Services Committee**

Members: Jerry Taylor, Tom Wiknich, Nellavan Jeglum, Lois Beres

Meetings: 2nd Monday of the month at 5:00 p.m.; Council Conference Room

Next meeting December 14, 2009

- Council Member Taylor reviewed meeting
  - No quorum
  - Abatement ordinance and transit deviated fixed route and budget discussion on next agenda

**Activate Community Talents and Interventions For Optimal Neighborhoods Task Force (ACTION)**

Members: Co-Chairs Ron Carter, Chip Holloway, Ron Strand

Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center

Next meeting January 11, 2010

- Council Member Carter reviewed meeting
  - Neighborhood watch program
  - Students from Burroughs complaints of smoking around campus

- January 11 next meeting

### **OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

- Council Member Holloway – Orlando defense communities conference update relating to BRAC.
  - Major emphasis is encroachment issues for those who did not protect their communities.
  - Used Kern County joint study as example for future solutions.
  - Potential grant opportunities
  - Planning grant
  - Future reports
  
- Mayor Morgan – Bakersfield Kern COG meeting
  - Kern Council Association of Cities December 3 in Ridgecrest at base museum 6:30pm dinner, representatives coming from other cities in our region and encourage Council to attend with families. No program but museum will provide personal guided tours to attendees. Looking for approximately 40 people to attend.
  
- Al Huey interrupted meeting asking for AdHoc committee for solid waste
  - Mayor Morgan – cannot discuss at this time

### **CITY MANAGER/EXECUTIVE DIRECTOR REPORTS**

- Interim City Manager Rose – clean energy pilot program report.
  - Member cities low interest loans for solar panel projects with no matching funds.
  - Program requires commitment letter signed by City manager in November and is requesting permission to sign the letter
  - More information about project coming December 2
  - Opt-out capabilities

Motion to participate in the clean energy pilot program was made by Council Member Wiknich, second by Council Member Carter, motion carried by voice vote of 5 ayes, 0 noes, 0 abstain, 0 absent.

### **ORDINANCES AND RESOLUTIONS**

1. **Resolution No. 09- , A Resolution Of The Ridgecrest City Council Approving An Application To The California Energy Commission For A Low Interest Loan To Finance An Energy Efficiency System To Supply Power To City Facilities Located At 100 W. California Avenue** **Bradley**

The City of Ridgecrest is seeking lending through the California Energy Commission for construction purposes related to the solar park located in the confines of existing city park land known as Hellmers Park. Finalized loan

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**February 18, 2009**

**Page 4**

documents and contract will be presented to council for approval at a subsequent meeting.

- Craig Bradley gave summary of Loan application process which includes requirements for environmental impact reports. Lending amount 3million is cap on either 1% or 3% loan, Resolution can be used regardless of which funding opportunity is available to City, 1% being used quickly. Mayor selected as authorized signer to ensure same individual would sign both resolution and application
- Mike Neel – wants to verify, is this a new approach or were we looking at this earlier.
  - Mr. Bradley – not new, have been looking at this and funds will not come directly from ARRA funds but 1% will be drawn from federal.
  - Mr. Neel – funding is CDC dollars and ARRA distributes the funds.
- Robert Eierman – what is projected first year energy savings.
  - Mr. Bradley – approximately amount spent on regular bills, last know was just under \$200,000. 11 year pay back and 1% is 13 years. No definite answer if CSI funding can be used. Minimum borrow 2.5 million to 2.7 million at 1%.
  - Mr. Eierman – how did savings go up from \$129,500 to \$200,000.
  - Mr. Bradley – project is different, energy diversion and savings is different.
- Council Member Taylor – clarify from comments, not planning on doing TRANE project now can put in a project that will be an energy reduction

Motion to approve resolution Approving An Application To The California Energy Commission For A Low Interest Loan To Finance An Energy Efficiency System To Supply Power To City Facilities Located At 100 W. California Avenue was made by Council Member Taylor, second by Council Member Wiknich, motion carried by voice vote of 5 ayes, 0 noes, 0 abstain, 0 absent.

**2. Ordinance No. 09-05, An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 And Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements **Rose****

Water is a limited and costly resource which is subject to ever increasing demands and the City's economic prosperity depends on adequate supplies of water. City policy promotes water conservation and efficient use of water. The proposed ordinance Amends Chapter XII Article 9 and repeals Chapter IV, Article 19 of the Ridgecrest Municipal code to include water efficient landscape requirements for new developments and existing developed properties.

This ordinance was introduced for first reading, by title only, at the regular Council meeting of November 4, 2009. At the time of first reading public comment was heard from local citizens commending the Council for taking this action and amending

# MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 5

language to Section 12-9. 17 Mandatory Measures, and Section 12-9. 21 Administrative Exceptions. Council approved a motion to waive reading in full on introduction and a second motion to introduce for first reading by title only An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 And Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements as amended.

The ordinance is brought to the Council at this time for second reading and adoption.

- Jim McRea gave update in place of Mr. Rose. Reviewed ordinance process to date and ordinance is brought to council for second reading and adoption at this time.
- Mayor Morgan read the changed language under Mandatory measures and Administrative Exceptions.
- Tom Mulvihill noted a change in mandatory measures.
- Council Member Wiknick – continued opposition 12.9.17 1.(a & b)
- Ronald Porter – request city look at placing back on calendar next year for review.
- Robert Eierman – comparing this to other cities, most have put in section pertaining to washing driveways & sidewalks have automatic exemption for health and safety and a low volume device. Also an exception regarding irrigation run-off. Seems reasonable there be an exemption relative to the cleaning of driveways and sidewalks. In the desert we have a need of that more than cities, a low-volume water broom will do the job and still not waste water. Cannot find anything about it in the model ordinance, make friendly now to the public.
- Skip Gorman – quietly watching and listening for years and wants to say thanks, this looks good in conjunction with water district. Do drive by little rivers in the city which angers me, would like a number to call when I see this. There are occasions and perhaps this will offer sensitivity of that, brooms work. Becoming sensitive to dust from solar panels. Panels get dusty and the best way to clean them is with a hose, bothered by vagrant dirt bikes driving by. Understand current statute not allowing this, amazed how we are careful to observe propriety along the road while beside the road there are dirt bikes throwing up dirt.
- Lynn Loscar – water ordinance last time was primarily on new developments, this one is on everything.
- Richard Wagner – any overspray on sidewalk, streets or neighbors yard can lead to penalties
  - Mayor Morgan – if overspray running down the street, should not be penalized if a 'flow' is not created.
  - Mr. Wagner – possible to get a quantitative report on the bill that would show if individuals are under or over the volume required.
  - Mr. Mulvihill – water district has not published a chart or specific guideline on a per person basis. Indoor use in California can be as much as 80

# MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 6

gallons per person per day. Water resource says should be 40 gallons per person per day if homes are using standard devices. Between 40 to 80 gallons per person per day, average of 60 gallons but no published number

- Mr. Wagner – can we get that information and go after those who exceed the use?
  - Mr. Mulvihill – question about rate structures or mandated 20% by 2020.
  - Mr. Wagner – both, currently under those and other over, shouldn't be affected by their use.
  - Mr. Mulvihill – current rates considering took specific look at indoor domestic use. Directors will be in January workshop will look at proposals, 3 have no increase for 1<sup>st</sup> tier at 60 gallons per person per day for 2.5 people. Next tier increase less than upper tiers at 3 persons. Welcome to come to December 8 at 9am workshop
  - Mayor Morgan – water district town hall December 8 at 9am for water rates.
  - Mr. Mulvihill – workshop, not public hearing. Discussions only. Prop 218 notices will be mailed to property owners prior to hearing.
- Ron Cram – what about people with pools. Even with cover can get evaporation. How am I penalized for refilling the pool?
    - Mr. Mulvihill – pool uses same amount of water as turf, square footage of pool should be considered same as turf. Tiered system now where bottom tier is lower than top tier. 7 steps in the tier.
    - Mr. Cramm – doesn't recall it on the bill.
    - Mr. Mulvihill – bill gives fixed charge and directors are looking at fixing that but software limitations prevent it. Going on to the website.
    - Mr. Cramm – is this ordinance going to make people water criminals? Is this going to be helpful or just another revenue stream.
    - Mayor Morgan – State is putting mandates on us and we are trying to get something in place before the state does it for us.
- Robert Eiherman – do I understand correctly this tiered system is based on 2.5 persons per household? Not based on actual household?
    - Mr. Mulvihill – this is proposal being looked at and not practical to count each household, making effort to create a lifeline so certain amount of water will be allocated.
    - Mayor Morgan – has to stop the water district questions, back to ordinance.
- Mike Neel – water district enforcement? How can the district enforce a City ordinance?
    - Mr. Mulvihill – currently has broad special district with enforcement authority and has many ordinances at this time. Will pass a mirror ordinance they will enforce with procedures and penalties, appeal process, due process. Proposal to district board. City will enforce their own ordinance, we will pass our own.
    - Mr. Neel – would like to meet and see definition of special district with broad powers.
    - Mr. Neel – other sections of concern, 1(a) impossible to comply with and 1(c) impossible to police. Need to fix before passing.
    - Council Member Taylor – specifically says 'knowingly'

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 7

- Mr. Mulvihill – don't see any kind of enforcement unless water is running off the premises. Does happen, not looking to go into home to do a search, however clearly flowing out of home onto street. This ordinance deals with knowingly and intentionally doing it. Busted pipes and such we would turn off the water to prevent.
- Mr. Neel - 12-9.17 §1(a), (c) should be deleted. 12-9.
- Mayor Morgan – reasonable man theory
- Mr. Neel – especially with section (c)
  
- Joe Conway – not sure what this is about, was there notification on this ordinance sent out with bill?
  - Mr. Mulvihill – this is City ordinance, water district entered into an MOU to 2 years ago to create this ordinance. Newsletters and various public meetings.
  - Mr. Conway – this is what got city into trouble last time, not a lot went out to the public. Doesn't get the newspaper or watch the tv. Send out information to the people in other ways. Not getting message to people in the community.
  - Mr. Taylor – internet
  - Mr. Conway – yes, has started looking at city website. Reach out to the public on topics that affect public in a strong way.
  
- Joshua Loscar – do we know if this is mandatory?
  - Mr. Mulvihill – AB1681 states that if City does not enact an ordinance that is as effective as the state model ordinance then the state model ordinance would become in effect.
  - Mr. Loscar – if we are already conserving water, do we truly know if we will be affected by this?
  - Council Member Taylor – rock and hard place is this a better ordinance for us than the state ordinance? Tried to simplify it thru committees the past 2 years.
  - Mr. Loscar – request not pass tonight, look at some more.
  
- Lynn Locar – concerned again we have 20% at 2020 mandate coming. How and when is base line being established?
  - Mr. Mulvihill – until package of water policy bills was passed last week, now have a law passed 2 weeks ago and while details are not clear, 4 provisions how to qualify to meet the bill, will be looking at that to make sure we and other desert communities will be treated fairly compared to other communities who are not as conservative as we are. Will be analyzing this bill in detail to try and get this community a fair shake.
  - Mayor Morgan – league of California cities environment quality committee will be discussing this on January 21 in sacramento. Has document in brief case and will be reviewing it. Will be asking water districts position/opinions before January 21 and thereafter to be included in league committee discussions.
  
- Randall Paulson – what is authority to mandate how I use a product I purchase?
  - City Attorney Lemieux – right to use water is limited by California constitution for reasonable and beneficial use. If wasting then not a reasonable and beneficial.

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 8

- Mr. Paulson – Public service on tax roll? compare to free health care, we pay for it. Public might be more agreeable if it was City utility.
- City Attorney Lemieux – don't understand reason.
- Mr. Paulson – if have a lot of grass and grossly overwatered lawn, if turn off and grass dies will get hit with other fines?
- Council Member Taylor – talking about other ordinance and input is noted.
  
- Mayor Morgan – what is pleasure of council, suggested a 1 year review period
  
- Council Member Taylor – clarification of 12-9-17 1(a) definition of runoff? Reads that waste water if over irrigating turf to point water begins to run off the turf.
  - City Attorney Lemieux – that is the way it is interpreted.
  - Council Member Taylor – make sure the interpretation means water so much that the water begins to run off the turf, onto the street and down the sidewalk.
  
- Jim Rachels – live on property with sloping lawns. Can't water without water running off, only way to comply is to tear out lawn.
  - Mayor Morgan – does it run down the street around the corner and onto the next street?
  - Mr. Rachel – language doesn't say it, vague. If sprinklers are on more than 2 minutes it runs down the street.
  
- Council Member Taylor – understand concerns and personally struggling, is this is cut too much state will still impose their ordinance. Directed public to Administrative Exceptions section which gives opportunities for exceptions or 'grandfathering' for existing lawns. Defer to Mulvihill for interpretation.
  - Tom Mulvihill – cannot say will grandfather in all existing landscapes, if causing runoff down the street will have to be reviewed. If creating a river down the street which we have all seen, first infraction is warning and then try to work out something to fix problem so there isn't water down the street. If that is intent then language needs to be changed.
  
- Council Member Carter – if homes were purchased with slopes and water will runoff regardless, how is water district going to handle this type of situation?
  - Tom Mulvihill – reviewed personal home issues with solution of 'catch' areas to prevent water runoff. Don't run turf up to sidewalk, will try to work with home owners to prevent water running down the street.
  
- Mark Ball – ordinance lists word 'excessive' which can be a judgment call, prefer to send back to attorney to tune up a little more. Other thing that came up earlier about enforcement, 'whatever means necessary' is open-ended and should be cleaned up. Same with 'reasonable' what is offensive in ordinance is when you are cited out of context, this ordinance has areas that would be questionable. Example of leash law that he was cited while out of town for a funeral. Clarify to a point that person issuing citation can make reasonable judgment.
  - Mr. Mulvihill – last gentlemen comments there were attempts last meeting and tried to fix.
  
- Mayor Morgan – 2 choices, will ask for motion

# MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 9

Motion to waive reading in full no motion made. Pleasure of the council?

- Council Member Taylor – next council meeting is December 2. Does 1<sup>st</sup> reading still count? Attorney 1<sup>st</sup> still good. No problem with taking back to committee and holding a special council meeting. Public comments believe more work.
- Mayor Morgan – best attempt to get information out to public of when this meeting will be so public can attend and give comments.

Council Member Taylor – City council special meeting Tuesday 24<sup>th</sup> Council Conference Room 5pm.

## CONSENT CALENDAR

All items on the Consent Calendar are considered to be routine by City staff and will be approved in one motion if no member of the Council or the public wishes to comment or ask questions. If comment or discussion is desired by anyone, that item may be removed from the Consent Calendar and be considered separately, with public comment, before action is taken.

3. **Resolution No. 09-, A Resolution Of The City Council Of The City Of Ridgecrest Approving The Parcel Map No. 11806 And Authorizing The Signatures And Filing As Required** Alexander

Parcel Map No. 11806 is located at the southeast corner of China Lake Boulevard and Sydnor Avenue. The Tentative Parcel Map was approved by the Planning Commission on February 26, 2008. The Sub-divider, K. Partners Ridgecrest II LP, a Texas Limited Partnership, submitted a Final Parcel Map No. 11806 with two parcels that are in substantial compliance with the approved tentative parcel map.

4. **Resolution No. 09- , A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of November 2009 And Scheduled Date Of Presentation** Rose

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various event and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

### **Proclamation Titles**

*Supporting Armed Forces Day and Inviting President Barack Obama, Commander-in-Chief of the United States Armed Forces, to attend Kern County Celebrations in the City of Ridgecrest*

***These Proclamations will be presented on Thursday, November 19 at 12:00 NOON at City Hall***

***Special date to be set when recipient is available***

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**February 18, 2009**

**Page 10**

5. **Resolution No. 09- , A Resolution Of The Ridgecrest City Council To Approve A Professional Services Agreement With Mark Thomas & Company For Engineering Services** **Speer**

A Resolution To Approve a Professional Services Agreement with, Mark Thomas & Company, Inc. for the preparation and provision of plans, specifications and engineering for the reconstruction, widening, and signalization of West Ridgecrest Boulevard from Mahan Street to China Lake Boulevard and Authorize the City Manager to execute this agreement.

6. **Minutes Of The Regular City Council/Redevelopment Agency Meeting Of November 4, 2009** **Ford**

7. **Council Expenditure Approval List (DWR) Dated November 3, 2009 In The Amount Of \$27,278.01** **Staheli**

8. **Council Expenditure Approval List (DWR) Dated November 6, 2009 In The Amount Of \$145,341.99** **Staheli**

9. **Agency Expenditure Approval List (DWR) Dated November 6, 2009 In The Amount Of \$3,432.34** **Staheli**

- Item 5 pulled for futher discusion

Motion to approve Consent Calendar as amended was made by Council Member Taylor, Second by Council Member Carter. Motion carried by voice vote of 5 Ayers, 0Noes, 0 Abstain, and 0 Absent.

*Item 5 discussion:*

- Ronald Porter - What is purpose of study?
  - Dennis Speer – gave summary of study purpose.
  - Council Member Taylor – widening Mahan and Downs street.
  - Mr. Porter – cost?
  - Dennis Speer – \$763,982.00 for entire package
  - Council Member Taylor – Kern COG budgeted estimated over 11 million dollars.
  - Mayor Morgan – this is putting design engineering in place so we have the project shovel ready.

Motion To Approve Item 5, A Resolution Of The Ridgecrest City Council To Approve A Professional Services Agreement With Mark Thomas & Company For Engineering Services Was Made By Council Member Taylor, Second By Council Member Holloway, Motion Carried By Voice Vote Of 5 Ayes, 0 Noes, 0 Abstain, 0 Absent.

**PUBLIC COMMENT**

Persons wishing to address the Council on matters that are within the Council's jurisdiction and do not already appear on the agenda, may do so at this time.

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 11

Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on this Agenda. Speakers are limited to five (5) minutes. The PUBLIC COMMENT section of the Agenda is limited to a total of sixty (60) minutes. Speakers are asked to provide their name and address for the record.

Opened at 8:29

- Carol Vaughn – first thing is about the eviction ordinance? How long council voted, 1 year. Problem is asked for a copy of ordinance, and ordinance says 6 months. Confused about the difference in time frame. Trash discussion – created havoc and confusion – personally believe in recycling, however ordinance has caused major issues in office and have questions.

1. Bills going to owners even though tenants have had long term service, some cases both getting the bill.
2. Cans being left at vacant houses. What do we do about the empty houses?

Bills at duplexes have tripled. Some 4-plex's have no place for bins. Some are being billed as commercial even though ordinance states it is residential. Spoke with other agencies today who are having the same problem. Some commercial buildings have dumpsters, who is held responsible if the trash is not put in the correct dumpster, how do we determine who violated the regulations? Are the owners to be penalized because people dump trash in the wrong bin. Last knowledge Mr. Parsons was working with list of vacant homes. Was told by Benz that it was the City's responsibility.

- Stan Feldman – Own 2 unoccupied residences and have received bills. Only occupied were supposed to be billed, don't know why have received the bill but don't want credit report ruined because of it. Secondly thought had been awake last 6 months then got duplex bill, expected it to double and it tripled, going to pass on to tenants but those living in multi-plex units are not easily capable of paying for their bill to double or triple. Those who are least capable of having this bill increase are the ones who will be affected by it. Would be nice in future if some people could go back to the rate structure.
- Unidentified Speaker – received bill from vacant house. Other concern is that has had trash picked up and has been recycling independently for 38 years and now forced to pay double for something already doing. Don't need a large container picked up every week, only use approximately ¼ of container each week. Don't think service was handled as good as it could have been.
- Jim Rachels – socialized trash, made a few calls, spoke with Mr. Parsons and simple question. Has copy of ordinance 09-01 making collection mandatory, purpose of simplicity, green trash cans and blue trash cans. Ordinance 09-01 very clear, green trash is mandated. Nothing for blue bin

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 12

collection. Rate structure based on amount agreed by council resolution 09-57 sets rates. No legal mandate to participate in collection of recycles as it stands right now. Mr. Parsons could not cite the ordinance. Called Benz who refused to come get the cans. When did Benz become agent of City and enforce ordinance of City. Insurance required by State but server (insurance company) cancels service if I request it. Benz has taken on the authority in the name of the City. When did city empower Benz to enforce the ordinance?

- Council Member Taylor – Ordinance 09-01 section 13-1 includes on-site.
  - Mr. Rachels – read section 13-2
  - Council Member Taylor – Section D read
  - Mr. Rachels – statement say have to separate, does not say has to pay. Asks council to communicate to Benz they are not an agent of the City and if refuse to have their service.
  - Mayor Morgan – will talk to the attorney.
- 
- Debbie Ball – has had to deal with upset owners who receive trash bills and tenants are under contract to pay the trash. Spoke with Benz and initially Recycling was to be mandatory in Ridgecrest, worked with the owners to prepare for the ordinance to go into effect, last moment trash service was included and out of the owners control. Proper notice has not been given to the owners, relying on newspaper for accurate information is lacking, opposite information between council and newspaper and Benz. Requested Benz to bill trash and recycling separately because tenants are obligated to pay for the trash. Failure to relay accurate information to the public, important to get accurate information out to every owner. Should be an explanation with every bill. No one willing to take responsibility for what is said. Benz says can't downgrade service, City says they can work it out with Benz. When did Ridgecrest Sanitation get the authority to renegotiate tenant contracts. Want to be able to give good information to the owners and it isn't available.
  - Council Member Holloway – Question for attorney, people with existing leases landlords don't have the ability to raise the tenants rates. What mechanism can be put in place to help the owners.
  - Council Member Wiknich – no doubt need to do something about the problems, suggest Council be actively involved in solving problems and work with Benz to solve the problems. Recommendation Council appoint 2 council people to work daily to handle these problems. Property Owner should be able to determine what level of service they want.
  - Stan Feldman – lives in Inyokern but owns 2 properties in Ridgecrest. Is a victim, received bills and both I and tenant have paid same bills. Met Manny Farmer who volunteered to help him out to prevent double-billing. Didn't receive anything with the bill, doesn't receive the Ridgecrest paper

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 13

because it doesn't tell the truth. What about when a rental becomes unoccupied? When a property becomes unoccupied should be able to suspend service. Wording of 13-3.4 implies exclusive right of collection. Have always recycled in Ridgecrest and this wording implies I'm breaking the law if I do my own recycling.

- Council Member Taylor – only relative to what is placed in the blue cans. Have personally called about double billing and will continue
- Ron Cram – based on Council Member Wiknich's comments assuming received email. In 1989 when solid waste committee was formed, should have a recycling mandate in place, not mandatory trash. That was done by Benz. Anyone who already had a contract with Benz, feel sorry for them, they will now ruin your credit. Won't sign a contract with Benz, will work with the Council. Already paying landfill fees and self recycling. Went from \$75.00 per year to \$430 per year, a 600% in trash. Where is the recycling kickback going. would write checks to City, not Benz. First idea was to put on tax rolls. Don't agree with that, it's a tax no matter what you call it. Letting Benz dictate to us. Anti-trust laws need to be reviewed. No room for citizen negotiation. Why didn't this contract go out to bid? Where were you with careful consideration on this legislation. Refuse to pay until it's right.
  - Mayor Morgan – ire toward Benz is misplaced.
  - Mr. Cram – he has a trash empire.
  - Mayor Morgan – City needed to work with someone to help us put this in place and be in compliance with the state.
  - Mr. Cram – one can for recycling to be picked up monthly, do not agree with Benz taking trash in green can mandatory. Please represent the people.
- Robert Eierman – read excerpts and case studies from California Constitution pertaining to Initiatives and their purpose and power. City Attorney's refusal to provide the people to exert their right to pursue and initiative has violated citizens constitutional rights. Demands council to uphold their oath and disavow the City attorney's stance and direct him to follow the law and provide a Ballot Title and Summary. Provided handout.
- Deborah Toliovero – trash issue – waited for bill before speaking out and it went out 140%. Landlord is now wanting to raise the rent. Loaded up both trash cans and took to Benz and they said I can't do that. Left cans at Benz and will not pay the bill. Don't know what the solution is but agrees with everything heard tonight. Imperative I not hide in fear of what you will do to me if I don't pay that bill, when citizens fear you it is bad. What do we tell our children? Agree with getting the message out to the people, more people would like to participate. You have hit everyone in the pocketbook, young people starting out and elderly can't afford it.

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 14

- Michael Kinkennon – been reading newspapers, more bad than good. Benz and council members and CIWMB are full of it. CIWMB wasted no time imposing fine on Ridgecrest and won't give extension. Reviewed state CRV program. Read statement. Past mistakes reviewed. Cardboard bailers, boyscouts, businesses, volunteers, etc could have been utilized to meet recycling requirement. Benz charging too much. Smaller bins and lesser rate with less pickups. Unoccupied homes don't need service. Freedom of choice and how we recycle as long as we are doing our part. Everyone going to have to cut budgets to pay for services with no choice.
- Mike Neel – spoke against curfews in City for minors, abandoned property ordinance, recall, constitutional government, corporate government, slavery, constitutional retardation, tyranny. Coming week initiative or recall or both.
- Al Huey – same plea as earlier this evening for explanation of solid waste adhoc committee that is now on website.
- Bob Anderson – everything seems to come down to one word, money. Comment City of Cerritos in LA county, 3 containers, black for trash, green for lawn trimmings, and blue for recycle. 2 month bill is 16.00 per month.
- Carol Vaughn – gave daughters bill total. Comment to council, real estate offices in town manage approximately 1000 properties and offer agents as resource to speak to. Cannot solve each individual trash problem separately, need efficient and clear system with details in a way that makes sense. Need to be able to tell owners and tenants what is going on. One thing that has happened especially with commercial, owners bill went from 158.00 to 738.00 per month. That is the kind of thing that makes us wonder what is going on. Before solving everybody's problem, get together with board of realtors and whomever to get input about all the problems at once rather than one at a time. If we had more meetings to clarify these problems, perhaps this would not have happened. If you talk to enough people, someone will bring up new a different issues. These are the good things about committees, it brings up questions other may not think about. Use their problems to come up with something that makes sense. Most people run on a tight budget and when bills go up it becomes a financial hardship. Goes all thru the ranks from the commercial on Balsam to the tenant. Please talk to bottom line uses so we can figure out how to fix it.
- Mark Ball – trash bills total \$585.36 bi-monthly on rentals. Shocked on triplex units, provide good home, trash service and pest control service for sanitation to tenants. Trash for 47.50 bi-monthly to 183.12 bi-monthly. Not sure how rate was calculated. Is there a franchise fee to the City? 5% of gross or net. Guilty of being asleep at the wheel, rates originally

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 15

heard were smaller so did not worry about it, trusted council. Sorting facility in Tehachapi, what about 7 million facility here to reduce cost. Does fee reflect collection of monies to build that facility.

- Mayor Morgan – currently yes, but hope study will convince board don't need large facility only transfer facility and cost would be lower.
  - Mr. Ball – CIWMB is arm of CalEPA. Be fearful of anything that says EPA. If facility has to be built, would city own the facility or will city give it to Benz, don't want it to go to Benz.
- Ray Taylor – outstanding emails to 3 council members. Morgan stated Benz is not the whipping post here, council to blame. Who is responsible for frequency of pickup?
    - Mayor Morgan - City.
    - Mr. Taylor – checked several neighbors cans and most blue bins are almost empty. Why can't we go down and pick a plan that works for us. Take offense when someone says they will punish me if I don't comply, not against recycling. Why do I have to pay Benz to do something I am willing to do myself. Benz is the only one making money on this deal. Want to know why I can't pick a plan, monthly that fits my life. If gone for 6 months want to be able to suspend my service until I return. Not been given any choices. Did not sign a contract with Benz, I owe them nothing.
- Joe Conway – thanked Mayor for responding to email. We aren't the only ones affected by this, this is a hidden taxation that will grow. First barrels, then RFID tags and they weigh the barrels and you have to pay a tax on that weight. This is already being done in other countries and we need to watch out for it. States and cities are working with this sensor on the barrel and people get coupons for discounts at local businesses, but real intent to get you used to the weigh and then a tax will be applied.
- Walter Maurer – positive note, without daily independent this community would not have know that CIWMB denied telling city to do mandatory trash. No one is perfect. It is important to keep up with what is going on in this community by using the newspaper. Remind community this council in July when property tax hearing was held pertaining to trash fee, council listened to community and did the right thing. Give them credit for what they are doing right, not an easy job. Shifting gears, handout to council. Citizen earlier mentioned possibility of recall, not because of action or inaction on trash issue, but made because number of people seeking to do an initiative have been told they cannot do it by City Attorney. You have opportunity to contact City Attorney and disavow decision and direct him to provide Ballot Title and Summary or get and explanation from him. Read thru handout of Election Code pertaining to initiative process.

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 16

- Richard Wagner – originally planned on citing constitutional stuff but after listening to what was said tonight changed mind. Has been using blue bins and was surprised with the changes in trash. Would rather have done it voluntarily and been able to set level of service. Reviewed processing fees. Total rough estimate \$180,000 annually for processing and Benz is not planning on hiring new employees with the increase in service. Feel they are gouging us.
- Marilyn Neel – echo husbands sentiments in all issues, noticed sign above the Diaz 'in God we trust'. Don't know your personal faiths but believe our founders understood God had a lot to do with government. The God of the bible, reading today about what God had to say about people who oppress widows and the helpless. After listening to these issues these past months there is a lot of oppression going on. History supports that societies who oppress the people, God wiped them out. It's happened repeatedly. You have said your hands are tied but God will hold you responsible for your decisions. I care about this place. Intent is not to offend anyone with personal religion. Quoted scripture from the book of Jeremiah of the bible.

Public Comment closed at 10:00pm

### MAYOR AND COUNCIL COMMENTS

The Mayor and Council Members may make a brief statement. In addition, Council Members may ask questions of staff or the public for clarification on any matter, make a request of staff for factual information, or request staff to report back to the Council at a later meeting concerning any matter. In addition the Mayor or any Council Member may direct the City Manager to place an item of business on a future agenda.

- Morgan – Council has decided to do 2 things.
  1. Carter & Wiknich will be a committee to meet with Benz Sanitation to talk with them about how this situation got out of hand, billing, rates and any other issue directed by council.
  2. Holloway & Taylor will be in charge of a new Adhoc committee on solid waste. Public session to get public input. Hope to get more time from CIWMB to avoid fines in January. Goal is to put together a system or diversion program the community will agree to. Issues will be whatever system is in place, CIWMB must buy off on and meet the 50% diversion requirement with a progressive nature to meet the 70% required for future. Mr. Rose will put that committee together and notices will be put out. Idea is to put together a system we can all agree on.
    - Need clarification on previous question to attorney including the initiative.

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 17

- Entire council and staff has tried to get us into compliance. This whole thing is a mess. Thought we had a partner in CIWMB which was false. Will move forward until we come to a solution.
- Council Member Carter – helps to have citizens give specific examples. A lot of these things we didn't hear a few weeks ago. Guarantee to represent you and put these forward to Benz. Don't respond to threats, do what you want to do but don't come here and threaten me. I am as upset as you are. Regardless of outcome here at city, hope everyone with concerns will work together to change things at state and federal level. Tired of federal and state telling us what we can and can't do. School board has same issues. We have elected officials, have to do what we can with current situation but picture is much larger as you have talked about. Changes need to be at state and federal level. Hope to get other cities involved.
- Council Member Wiknich – thank you for input. Thanks for those who stayed to hear Council respond because we aren't supposed to during public comment. There are times we would like to respond to your questions but have to wait for our comment section to do so, appreciate those who stayed here. Problem is so big that much has to be done. Can't say how angry got with printed report from CIWMB. Because of that council has gotten more involved. Do have management and staff who does most of the work but plan on being more directly involved. All of us are to blame but will still work on this to make something that is palatable, bitter but palatable. Lot of problems Mr. Carter and I will try to take care of and Taylor and Holloway will work to make it better for the future. Positive note, glad Mr. Rose is back. Out shooting at the range for a 4 day competition.
- Council Member Holloway – leaving in the morning for meeting. Utah Senator stated everything that could be said has been said but not everyone has said it. Nothing said tonight was new, agree Benz is taking more heat on this than they should, many cases you have entry level employees trying to interpret the ordinance. Easy way out could say look on last page of ordinance and I voted no, but once decision was made all rallied to make the best on it. I voted no because I wanted to stand up to the state. Scenarios are wide and more will come up as we get this committee going. try to get into compliance and get a major component solution. This toughest issue ever dealt with as council member. No explanation that makes sense. State has 5 year multi-billion dollar deficit that they will try to take out of us. One good thing come out of this is the public participation. Asked people to stay engaged and continue to participate. Have same concerns as you and is available and willing to listen. When frustrated and want to walk away because I am one of the best people to solve this problem because I created it.

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**February 18, 2009**

**Page 18**

- Council Member Taylor – emails sent to me rather than copy list and I will answer. Council will continue to work to make this better. Number current at 36% but need more. Using my blue bin, disappointed with some of the neighbors, we as community have caused this problem too. As a community we did not do enough, concern now is if we go to voluntary then people won't recycle out of spite. Amazed at the amount of anger in this town. Interesting community right now, believe in your opinions. Relative to the initiative, no problem directing City Attorney to move forward. Difficult time for all of us, when citizens show up council listens to you. Want your input to make these ordinances better and comply with state law.

**ADJOURNMENT**

Adjournment at 10:25 PM

---

Rachel J. Ford, City Clerk



**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

**SUBJECT:**

Minutes of the Special City Council/Redevelopment Agency Meeting of November 24, 2009

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft minutes of the Special Council/Redevelopment Agency Meeting of November 24, 2009

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested:

Submitted by: Rachel J. Ford  
(Rev. 6-12-09)

Action Date: December 2, 2009



**MINUTES OF THE SPECIAL MEETING OF THE  
RIDGECREST CITY COUNCIL AND  
RIDGECREST REDEVELOPMENT AGENCY AND**

**City Council Chambers  
100 West California Avenue  
Ridgecrest, California 93555**

**November 24, 2009  
5:00 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency. Meetings are recorded for the purpose of preparation of minutes.

**CALL TO ORDER – 5:00 p.m.**

- Meeting was called to order by Mayor Morgan at 5:00pm

**ROLL CALL**

**PRESENT:** Mayor Steven Morgan, Mayor Pro Tem Ronald Carter, Vice Mayor Thomas Wiknich, and Council Members Marshall and Holloway

**STAFF:** Harvey M. Rose, Interim City Manager; Keith Lemieux, City Attorney; Rachel Ford, City Clerk; Jim McRea, Public Services Department; Dennis Speer, Public Works Director,; and other personnel

**APPROVAL OF AGENDA**

Added public comment for closed session item  
Added City Attorney Report to agenda

***Motion to approve agenda made by Council Member Council Member Wiknich, Second by Council Member Council Member Taylor. Motion carried by voice vote of 5 Ayes; Noes; 0 Abstain; 0 Absent.***

Closed Session Public Comment:

Opened at 5:05pm

- Al Huey – in my opinion, initiative under discussion in closed session is Brown Act violation.

*Adjourned to closed session at 5:06pm*

**CLOSED SESSION**

GC54956.9 Conference with Legal Counsel – Potential Litigation – Disclosure of Potential Litigant Would Prejudice the City of Ridgecrest

# MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 2

Reconvened at 6:10pm

## PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Mayor Morgan

## INVOCATION

Moment of Silence was led by Mayor Morgan

## CITY ATTORNEY REPORT

### ❖ Closed Session

- Council met to discuss identified item in closed session.
- Report the potential litigation of proposed trash initiative
- Ask court for preliminary opinion
- Council decided not to pursue litigation
- Directed attorney to prepare Ballot Title & Summary
- City may pursue initiative legality at future time
- Title & Summary due to proponents by close of business November 25

## ORDINANCES AND RESOLUTIONS

1. **Ordinance No. 09-05, An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 And Repealing Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements** **Rose**

This ordinance was introduced for first reading, by title only, at the regular Council meeting of November 4, 2009. At the time of first reading public comment was heard from local citizens commending the Council for taking this action and amending language to Section 12-9. 17 Mandatory Measures, and Section 12-9. 21 Administrative Exceptions. Council approved a motion to waive reading in full on introduction and a second motion to introduce the ordinance for first reading by title only.

The Ordinance was brought back to Council for second reading and adoption at the Regular meeting of November 18, 2009 at which time it was determined that more input from the community and refinement of the language was necessary. Council scheduled a Special Meeting of the Council for November 24, 2009 to continue discussions.

Council may, on completion of discussion and revision of the Ordinance, make the following motions.

- Jim McRea presented ordinance to council
  - Water Board committee formed to enter into discussion of proposed ordinance.
  - 2 things slipped thru from previous council meeting

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 3

- 12-9.7 and 12-9.17 discussions from previous council meeting. No discussion of 12-9.9 residential is exempt from this ordinance
- Mandatory measure relative to waste determined by general manager
- Pertains to new houses which must follow the ordinance where existing houses are encouraged to follow the ordinance
- Council Member Taylor – ordinance originally was to grandfather existing residences for 5 years now reads January 1 all residences must follow.
  - Mr. McRea – Mandatory Measures does apply to all however general manager will review
  - Tom Mulvihill – all single family residential development is not require to do anything other than abide by the mandatory measures section for water waste. Only restriction for landscaping for new developments only.
- Mayor Morgan – city has many instances where changes have to conform to existing code, such as signs. Idea is if a change is made, a person comes in and wants to change landscaping, encouraged and helped by water district, that doesn't force people who own property to make changes but encourages them to change.
  - Mr. McRea – that is correct.
- Mayor Morgan – if they don't want to change what they already have they don't have to but if they have a river of water they will be fined. Language change suggestions to take care of the way it reads right now about water being on sidewalk. Not willing to cut out the wording and no matter what we do some people won't be happy. Example of language 12-9.17(a) "...creating the undue continuous flow of water." Not trying to punish, just put something together to show state we have ability to manage a water resource, not punish people. No one in valley.
  - Mr. McRea – did not define waste. Subsection A runoff is defined. Morgan as it relates to the excessive flow of water off the property Trying to make a way to prevent an unmitigated flow of water down the street. Word abusing is fine also.
- Council Member Taylor – Lancaster has 2 minute time limit, other gives a 'pool greater than ¼ inch of water'. What is the definition of excessive. Less of problem if people are grandfathered in for a number of years to become compliant. Willing to comply but not by January 1.
- Mayor Morgan – new section or put the sunset clause in current section.
- Council Member Taylor – not sure if sunset is legal to state mandate. Looking for input from water board or other. Don't have buyback program yet, another state mandate trying to implement. What is the definition of excessive? No problem with words if we can come to agreement.
- Mayor Morgan – suggestion?

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 4

- Council Member Taylor – reasonable limit of watering is 15 minutes, would accept something like that. Setting goal for people to improve, not educating public enough. Telling people 3 times a week only cramped timers to water longer those 3 days. Help people set meters properly with defined time limits. Is water board going to announce a buy-back program, doubt it. Feel 15 minutes is adequate time for today.
- Council Member Wiknich – problem is interpreting “...unless the layout of the property provides no adequate means to prevent it.” One suggestion, give exception because of the way property is layed out. Section (b)“ unless water saving device with automatic shutoff is being used.”
- Council Member Holloway (b) put comma and add “...without any generally accepted water conservation device.”
- Council Member Taylor – running literally where goes to sidewalk then to gutter now running for 5 minutes is excessive. 5 minute rule is reasonable but sidewalk wet is not.
  - Tom Mulvihill – actual runoff may take more than 5 minutes, person enforcing would be required to time the watering after they get to the location.
  - Council Member Taylor – researching cities have different definitions and tolerance.
  - Mr. Mulvihill – 5 minutes would be in the gutter.
  - Council Member Taylor – trying to get there and work out compromise.
- Mayor Morgan – other comments or ideas
- Council Member Wiknich – still think city manager should have exception capability 12-9.21 administrative
  - Mayor Morgan – City Manger or designee after consultation with general manager
- Tom Mulvihill – section (b) too vague, what type of device. Water broom not familiar with.
  - Council Member Taylor – definition of runoff is mentioned in ordinance.
  - Council Member Holloway – would like to strike ‘f’ from 12-9.9
  - Mr. Mulvihill – that is ok.

### Public Comment

- Robert Eierman – gave written recommendations to Mayor via City Clerk. This is compilation of other cities. Runoff – excessive water flow or runoff define as amount of water that would flow unrestrained from a garden hose for a period of 2 minutes.
  - Mayor Morgan – definition suggestion?

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 5

- Mr. Eierman – for that paragraph only 12-9.17 1(a). not sure of correct figure, guessed free flowing garden hose for 2 minutes is fair amount
  - Mr. Eierman – 12-9-17 1(b) – pertaining to washing off hard surfaces, suggest safety or sanitary, hand held bucket, hose equipped with low volume device, or low-volume water broom.
  - Mr. Eierman – 12-9.17 1(c) – read written statement from City of SanJacinto.
  - Mr. Eierman – violations recommended progressive for 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> infraction. Help citizen rather than punishing citizens. Most want to work with city to do it right. Suggest dropping ‘each day’s violation is a separate violation’
  - Mr. Eierman – swimming pool section 12-9.13(b) suggested change should eliminate ‘new swimming pools shall have a swimming pool cover’ and change (c) to read “new swimming pools shall have a drainage plan” Citizens suggestions and from research
- Al Huey – question runoff on street, sometimes difficult to figure out who might be at fault. Example 3 people on street watering at same time, problem may be 2<sup>nd</sup> guy in line not 1<sup>st</sup> or 3<sup>rd</sup>. how do you measure ¾ inch amount of water for 2 minutes when hitting the gutter. Looking at possible enforcement dilemma, no answer just an observation.
  - Lynn Loscar – observation from last council meeting, sidewalk at city hall was flowing at 9:55pm. Researched numbers of gallons limits, 60 gallons is pretty tight. Most places had between 80 and 122 gallons per person per day limit. Have more than 2.5 persons in household and if that is the 1<sup>st</sup> tier of water rate structure then not in favor. Would like input from water district. Still in a quandary why IWV is having jurisdiction over the valley or just district people.
    - Mr. Mulvihill – this ordinance only affects the City residences. Water district ordinance will affect all the valley. Will project for sake of speculation all users within water district includes those with own wells.
    - Mrs. Loscar – extremely strong opposition for the regulation of private well.
  - Mark Ball – happy to hear about gutter tonight, 5 minutes reasonable period of runoff if they stand at your yard, time the runoff, then write the ticket. Recommends one violation. Concerned about exemptions being managed at City Manger office, does feel deserved as this is City ordinance. Need well-defined exemptions. Concerned about permit or city service, covering expense of employee staff time, why have permit for new sod or grass planting? If having to put down new sod, wouldn’t expect 12-9.17 2 **recommend special permit for newly planted material be stricken from the language**
    - Council Member Taylor – understand and duly noted. Permit does not necessarily mean cost.
    - Mr. Ball – suggest ‘new grass’ sign.

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 6

- Diana Moon – how can Ridgecrest be compared to Lancaster. Suggest diverting runoff to something useful such as park. Change word excessive to unnecessary.
- Stan Retorital – talks about fine but doesn't say if fine goes to landlord, renter, or management company? A lot of out of town owners and rental agencies don't want to be fined for something renters do. Most renters really don't care about the property. Give consideration as to who the fine would go to.
- Mike Neel – Preclusive measures, mandatory 12-9.9 single family landscape encouraged. Low flow faucets from water district. On-going problem, should ramp up those efforts. Some grass that is drought resistant and uses less water. Encourage people to put in a grass that doesn't require as much water. Get citizens involved and include fact water bill will go down. Plug the lawn with low water grass which will take over existing lawn and cost less than sod. Zoysa grass plugs provided by IWV. 12-9.17 define runoff sets well, how much is too much? Quantify. How do you determine which person is watering too much and now all are required to water at same times. Perhaps just time it, 10 minutes, for enforcement. Question about everyone watering at same time, is there going to be a flow problem? Water pressure drop if everybody's sprinkler goes off at same time?
- Diana Moon – address and home location, what miracle of God caused the James Monroe field to turn green while St. Anne's is brown.
- Mrs. Byer – if watering at night, who will be available to enforce water restrictions? If we have target of gallons per person per household per day, when does the baseline start? Is it based on last-years billing, this years, or next years? If already started water conservation, when will we be counted.
  - Tom Mulvihill – over number of prior years will be reviewed to establish baseline. Community total reduction, not an individual problem if already conserving. Purpose of ordinance is to safeguard resources for future. State model ordinance is there.
  - Ms Byer – swimming pool covers, sunlight and wind cause evaporation, current definition covers pool from receiving direct sunlight. This does not address if you have an awning which protects from direct sunlight but not wind. Floating cover required during sunlight hours, when would you swim? Clarify definition.
  - Mayor Morgan – bubble cover allowed?
  - Mr. Muvihill – yes
  - Council Member Taylor – 12-9.5 swimming pool cover... "when not in use"
  - Ms. Byer – drainage plan for existing pools? Suggest drainage plan and recirculation plan. Can't flood yard but need to drain.
  - Mr. Muvihill – pump is recirculation. Drainage plan refers to surface and is addressed by City in new construction.
  - Ms Byer – 35 year standing water in gutter which has never been fixed by City. Caused by runoff from neighbors but settles in our gutter. During

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 7

summer causes mosquitos. Need to shovel it and clean it periodically to get rid of the water. Scoop up and throw in trash then clean with high pressure device.

- Mayor Morgan – engineering department will go to 813 N. Peg to review issue.
- Penelope DePalm – comment earlier about notification to violators. Would prefer notification before a fix-it fine is penalized.
- Dave Matthews – concur with everything brought forward by Robert Eierman, including paragraph 12-9.17 1(c) is unenforceable and he gave means to enforce. Question is this the second reading of this ordinance.
  - Mayor Morgan – not now. Will have to take this back and make these changes again.
  - Mr. Matthews – other question from previous for City attorney. How can City as agency allow or delegate authority to enforce City ordinance to another agency?
  - Keith Lemieux – this doesn't delegate enforcement to water district, allow general manager of IWW to allow administrative exceptions with City Manager. There will be 2 parallel ordinances from both City and Water District and will mirror each other. Water district enforcement of their ordinance will be same as our enforcement of our ordinance.
  - Mr. Matthews – previous reading was clear that water district general manager would be the enforcer.
  - Mr. Muvihill – district cannot enforce City's ordinance, water district will have their own matching ordinance with same rules.
- Mr. Ball – swimming pool cover, 12-9.5 strike and change to reduce evaporation. Landscape irrigation to an extent to allow runoff specifically into gutters and streets, flow of water that has left your property for a period of 5 minutes.
- Council Member Taylor – back to council on December 2

*Changes from Jerry Taylor to be emailed to City Clerk and revision to City Attorney ASAP to be scheduled December 2 meeting for 1<sup>st</sup> reading.*

- Council Member Wiknich – when will water district do their ordinance
  - Mr. Muvihill – staff will be working on shortly after 1<sup>st</sup> of the year. Sister ordinance concerns about enforcement which district will work on procedures and penalties with warnings and progression. Have to create an appeals and due process procedure. Same rules but water district process for complaints. Cant give exact date by which district ordinance can be in place. Council's biggest concerns is to prevent state model ordinance and city ordinance will accomplish this. Then water district will be working on saving water.
  - Council Member Wiknich – city is under mandate to have ordinance, does water district have the same mandate?
  - Mr. Muvihill – no

## MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

February 18, 2009

Page 8

- Council Member Taylor – not here just to keep state ordinance from being enacted but also to conserve water.
- Mayor Morgan – continue ordinance to first meeting in December.

Changes presented will be written up and provided for further discussion.

- Pool covers definition to change the word shall to should? Morgan opposed because 'shall' has a definitive direction.
- Mr. Muvihill – may have more time, encourage City to do good job rather than push thru by January 1.
- Council Member Taylor – 5 minute vs. ¾ inch hose. No problem delegating city staff to work with Tom and council to define. Understand process and want positive progress.
  - Mr. Muvihill – don't see how enforcement person would be able to identify quantity of water.
  - Council Member Taylor – revision suggest time rather than amount of water
  - Council Member Wiknich – enforcement observe both location and time.
- Council Member Holloway – penalties should be defined both in residential and commercial. Tenant/user would be the one fined.

Tenant = person renting or leasing residential structure or the resident.

- Mr. Ball – As far as who gets the ticket it would be the person who lives in the unit and controls the water usage. Real estate contracts the property that is leased sometimes pays for the water. The tenant or resident is the one who is actually controlling the water. Penalty with warnings built in.
- Council Member Holloway – how would ordinance affect fundraising carwashes? Huge and very legal
  - Mr. Muvihill – that question will have to be considered, first time it has come up.
  - Council Member Taylor – lot of cities allow car washing but no device that allows water to run continuously. Spray car off, use bucket or hose with shut off hand-held device.

### PUBLIC COMMENT

Opened at 7:47pm

- Dan Clark – mesquite high school discuss trash. Suggestion for Council to think about. Lot of conversation over trash issue, believe solutions rest in community. Suggest in conjunction with 2 committees, do a town hall meeting on the issue of

## **MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**February 18, 2009**

**Page 9**

trash. Only allow people to speak to the issue with parameters, if they are paying trash bill or using trash, they generate a solution to submit to you. List wastemanagement recommendations, Benz payscale and expenditures, community brainstorm and create solution to problem. Lot of community talk about not having a voice. Evening 6pm to whenever, bring solutions to council. Don't eliminate 2 committees but have a town hall meeting. A lot of work on Poněk's part but will probably be a lot. Neutral moderator. Open up to public for submitting solution.

- Council Member Carter – would you facilitate?
  - Mr. Clark – yes, willing to do it. Brainstorming session with parameters and invite all community. Let them come up with their ideas for submission to council. Generally committees have same faces with same input, may get a broader perspective.
  - Council Member Wiknich – good idea, past town hall meeting? Pointing out something lacking. Up to now been operating on timeline from state, now opportunity to do something more like what is asking for.
  - Mayor Morgan – Taylor and Holloway discuss with Dan Clark after meeting
  - Council Member Carter – thanked Mr. Clark
- Mike Neel – two council meeting ago discussed meeting format with approximately 8 people pleading public comment being moved to beginning of meeting. Why is this still at end of meeting. Also, parameters on council speaking, last council meeting regrettable response from Mayor toward citizen. Sensitive persons attending meeting had to hear it. Request either an apology from Mr. Morgan or Council reprimand Mr. Morgan and remove from position of Mayor.
    - Mayor Morgan – format changes have not gone to City Manager yes. Second, while you feel statement is regrettable, feel attacks on this council does not recognize the efforts of council to
  - Joshua Loscar – couple months ago speech of quorum speaking to each other. Need to watch each other, 'f-ing' comments and jesus comments made tonight are unacceptable.

### **MAYOR AND COUNCIL COMMENTS**

- Council Member Taylor – appreciate everyone attending, things better when public involved. For critics can also play back meetings with reverse comments.
- Council Member Wiknich – wish good will and happy thanksgiving and hello from sister visiting from Ohio
- Mayor Morgan – happy and safe thanksgiving, will be working on formats after committees work on their issues. CIWMB hoping to target personal dialogue January 20 about trash issue and will be forwarding information as we go along to avoid future fines; current format, council has every opportunity to position new person in slot of Mayor with majority vote.

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR**

**February 18, 2009**

**Page 10**

- Council Member Carter – As an athlete, used to love talking trash, no longer like talking trash. Retired from school district and will continue to live in this community. Need to come together as community, put differences aside and find solutions to solve this. Been moving in different direction, now want to work together. Let's find a way to achieve what we have to with recycling. Lets work out as community, no need to fight. Best community to raise kids, lets keep it that way and work together. Appreciate what you say.
- Council Member Holloway – Mr. Taylor and I interested in serving on AdHoc committee, email us with mini resume and we will select persons to work with us. No body better in trying to solve this problem than us, great ideas to have town hall. Happy thanksgiving.

**ADJOURNMENT**

Mayor Morgan adjourned the meeting at 8:04 p.m.

---

Rachel J. Ford, City Clerk