



City Council

Redevelopment Agency

AGENDA

Wednesday

Special

Closed Session 6:00 PM

Special Session 6:30 PM

January 13, 2010

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

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Next Ordinance No. 10-01
Next City Council Resolution No. 10-01
Next Redevelopment Resolution No. 10-01



CITY OF RIDGECREST

**CITY COUNCIL
RIDGECREST REDEVELOPMENT AGENCY**

AGENDA

Special Council/Agency Meeting

Wednesday, January 13, 2010

CITY COUNCIL CHAMBERS CITY HALL

100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 6:00 p.m.

Special 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

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CLOSED SESSION – 6:00 p.m.

- GC54957 Personnel matters - Public Employee - City Manager Recruitment - Update

- GC54956.9 Conference with Legal Counsel - Potential Litigation - Initiative to Repeal and Amend Certain Portions of the Ridgecrest Municipal Code Related to Recycling and Sanitation Services - Proponents Robert Eierman, Michael Neel and Walter H. Maurer; and other Potential Litigation - Public Disclosure of Potential Litigant Would Prejudice the City of Ridgecrest

REGULAR SESSION – 6:30 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

CITY ATTORNEY REPORTS

- ❖ Closed Session
- ❖ Other
 - Olde Towne Action Committee recommendation – Jim McRea

COMMITTEES, BOARDS AND COMMISSIONS

Community Development Committee

Member: Steve Morgan, Ron Carter, Eric Kauffman, Jason Patin
Meetings: 1st Thursday of the month at 5:00 p.m.; Council Conference Room
Next meeting February 4, 2010

RACVB

Council Members Chip Holloway, Jerry Taylor
Meetings: 1st Wednesday of the month, 8:00 a.m.
Next meeting February 3, 2010, location to be announced

Parks, Recreation and Quality of Life Committee

Members: Ron Carter, Chip Holloway, Craig Porter, Jason Patin
Meetings: 3rd Thursday of the month at 5:00 p.m.; Kerr-McGee Center
Next meeting January 21, 2010

Youth Advisory Council

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 February 10, 2010

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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 February 8, 2010

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 March 8, 2010

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

- ❖ Indian Wells Valley Water District Ordinance

PUBLIC HEARINGS

ORDINANCES AND RESOLUTIONS

1. **Report Of The City Clerk Of The Sufficiency Of A Petition For An Initiative To Require The City Council Of The City Of Ridgecrest To Submit A Measure To The Voters On Whether To Elect A Mayor** Ford

California Election Code Section 9211 requires the City Clerk to certify the sufficiency of a petition to the governing board.

Per Election Code section 9215, the Council has the following options:

1. Adopt an ordinance at the regular meeting at which the certification of the petition is presented or within ten days after it is presented.
2. Immediately order an election where the ordinance is submitted to a vote of the people.
3. Order a report at the regular meeting at which the certification of the petition is presented

At the time this report was prepared, it was anticipated the County Clerk Certification of Sufficiency would be received prior to the Council meeting. if the Certification has not been received the item will be pulled from the agenda.

2. **Report Of The City Clerk To Ridgecrest City Council Accepting And Filing The Certification Of The City Clerk As It Pertains To The Sufficiency Of The Petition For A Measure Proposing The Approval Of A Specific Plan And Adoption Of A Development Agreement** Ford

Pursuant to Elections Code 9211, the City Clerk is required to certify to the council as to the sufficiency of an initiative petition submitted to the Elections Official for verification. The proponents of an initiative for a specific plan and development agreement whose committee is "Wal-Mart and Ridgecrest Citizens United for Jobs and Economic Growth" filed a petition with the City Clerk's Office on December 1, 2009. The City Clerk's Office conducted a Prima Facie Review and forwarded to the Kern County Registrar for full signature verification. The final report of the Registrar was received and the results are presented in this report.

3. **Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Adding Section 20-40 To Chapter 20 Of The Ridgecrest Municipal Code Concerning A Residential Commercial Specific Plan** Rose

Kern County Clerk is auditing signatures for the Wal-Mart initiative. Unless informed otherwise by the Kern County Clerk, it is assumed that sufficient signatures have been submitted for the initiative. This being the case, Staff recommends the City Council exercise its right to approve the Initiative, and adopt the associated Ordinance in lieu of an election. This would avoid another six month delay in the initiation of the Wal-Mart construction project.

Recommended Motions - 2 motions

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Adding Section 20-40 To Chapter 20 Of The Ridgecrest Municipal Code Concerning A Residential Commercial Specific Plan

Requires a Second

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Adding Section 20-40 To Chapter 20 Of The Ridgecrest Municipal Code Concerning A Residential Commercial Specific Plan

Requires a Second

4. **Resolution No. 10- , A Resolution Of The Ridgecrest City Council Establishing Policies For The Provision Of Services And Administration Of Ordinance No. 09-01 Which Provides Community Wide Universal (Mandatory) Curbside Solid Waste And Recycling Service** **Rose**

Having passed Ordinance No. 09-01 mandating curbside solid waste and recycling service, the City Council is asked to approve a resolution that establishes certain policies for the administration of this Ordinance. While we are in the first billing cycle of this service, certain questions and problems have arisen. It is hoped that the policies included in the attached resolution will clarify and correct. Once the resolution is adopted, staff can craft an application for exemption/refund/credit/adjustment.

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. **Resolution No. 10- , A Resolution Of The Ridgecrest City Council To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member** **Taylor**

This benefit allows members to retire during a designated window period because of impending mandatory transfer, layoff, or demotions and receive two additional years of service credit at no cost to the member. At this time it is a Maintenance II position only being offered the golden handshake.

6. **Confirmation Of Administrative Policy 2010-1 Model Home Permit Agreement** **McRea**

The City Council at their regular meeting of September 02, 2009 considered the currently policy of the City of Ridgecrest in regards to one dwelling unit per lot of record. Government Code Section 66499.30 of the Subdivision Map act allows permits to be issued for model homes. A portion of the Government Code and an Administrative Policy is attached for review and or comment.

D.R. Horton is proceeding with development of Tract Map No. 6740 with two model homes. The Tract Map is scheduled to record towards the end of the month.

7. **Confirmation Of Administrative Policy 2010-2 Recycled Products Purchasing And Procurement Policy** **McRea**

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The City of Ridgecrest is adopting a Recycled Products Purchasing and Procurement Policy as attached. It is a required task of the Local Assistance Plan (LAP) and therefore presented to the City Council for review and comment.

8. **A Resolution To Approve A Professional Services Purchase Agreement With, Helt Engineering, Inc. For The Preparation And Provision Of Plans, Specifications And Engineering For The Reconstruction And Widening Of South Norma Street From Church Avenue To Upjohn Avenue Authorize The City Manager To Execute This Agreement., And Accept The Terms Of The Advance Of CDBG Funds** **Speer**

The City of Ridgecrest is proposing to widen and reconstruct South Norma Street from Church Avenue to Upjohn Avenue using Community Development Block Grant (CDBG) funds administered by the Kern County Resource Management Agency (RMA). The current estimated construction cost is approximately \$500,000. This professional services purchase agreement is for the preparation and provision of plans, specifications and engineering that comply with City, State, and Federal requirements. The work provided under this agreement will enable this project to advance to the construction phase utilizing advanced CDBG allocations from FYs 2010-11 and 2011-12.

9. **Resolution No. 10- , A Resolution Of The Ridgecrest City Council Request For Adoption Of The Resolution Which Establishes The Safe Speed Along Drummond Avenue Between China Lake Boulevard And Knox Road At 35mph And Authorize The Posting Of The Speed Zones** **Speer**

Request For Establishing The Safe Speed Along Drummond Avenue Between China Lake Boulevard And Knox Road At 35mph.

10. **Resolution No. 10-, A Resolution Of The Ridgecrest City Council Receiving The Presentation Of A Transportation Transition Plan By Moore & Associates, Inc. And Considering Its Implementation** **Speer**

The City Of Ridgecrest Updated Its Five Year Short Range Transportation Development Plan (TDP) In 2006. The Updated Plan Recommended That The City Change Its Public Transit Services From A Demand Responsive (Dial-A-Ride) Service To A Deviated Fixed Route Service. To Accomplish This Conversion Required That The City Prepare A Transportation Transition Plan (TTP) That Is Compatible With TDA, FTA, And ADA Standards.

11. **Minutes Of The Regular City Council/Redevelopment Agency Meeting Of December 16, 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

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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

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A Report to the City Council as to the sufficiency of a petition for an initiative to Require the City Council of the City of Ridgecrest to Submit a Measure to the Voters on Whether to Elect a Mayor.

PRESENTED BY:

Rachel J. Ford

SUMMARY:

Proponents of the Initiative to Require the City Council of the City of Ridgecrest to Submit a Measure to the Voters on Whether to Elect a Mayor; submitted a notice of intent to circulate an initiative petition to the City Clerk on August 31, 2009.

All provisions of the California Elections Code have been met by the proponents and after circulation of the petition it was duly filed with the City Clerk on December 22, 2009. The City Clerk then filed the petition for signature verification with the County Clerk on December 23, 2009.

At the time this report was prepared, it is anticipated the County Clerk will complete the verification process and Certification of sufficiency will be received by the County Clerk.

Should the Certification of Sufficiency not be received, this item will be pulled from the agenda

Per Election Code section 9215, the Council has the following options:

1. Adopt an ordinance at the regular meeting at which the certification of the petition is presented or within ten days after it is presented.
2. Immediately order an election where the ordinance is submitted to a vote of the people.
3. Order a report at the regular meeting at which the certification of the petition is presented.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Adopt Resolution authorizing consolidation with Kern County Elections and placing measure on the ballot for June 8, 2010 General Municipal Election.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford

Action Date: January 13, 2010

RESOLUTION NO. 10-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL SUBMITTING TO THE CITY OF RIDGECREST'S QUALIFIED VOTERS AT THE ELCTION TO BE HELD JUNE 8, 2010, A MEASURE TO THE VOTERS ON WHETHER TO ELECT A MAYOR; ESTABLISHING POLICIES AND PROCEDURES IN CONNECTION WITH SUCH AN ELECTION; REQUESTING THE KERN COUNTY BOARD OF SUPERVISORS TO DIRECT THE COUNTY CLERK TO CONDUCT THE ELECTION, WHICH SHALL BE CONSOLIDATED WITH THE ESTABLISHED ELECTION ON JUNE 8, 2010; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE; AUTHORIZING ARGUMENTS AND THE FILING OF REBUTTAL ARGUMENTS FOR OR AGAINST THE MEASURE; AUTHORIZING THE CITY MANAGER TO APPROPRIATE THE FUNDS NECESSARY TO PAY THE CITY'S COST OF PLACING THE MEASURE ON THE ELECTION BALLOT; AND DIRECTING THE CITY CLERK TO TAKE STEPS NECESSARY TO PLACE THE MEASURE ON THE BALLOT AND TO CAUSE THE MEASURE OR ORDINANCE TO BE PRINTED

WHEREAS, the proponents of the Initiative to Require the City Council of the City of Ridgecrest to submit a Measure to the Voters on Whether to Elect a Mayor have met the provision of Elections Code Sections 9202; 9203; 9205; 9206; 9207; 9220; 9208; 9209; 9210; and

WHEREAS, Elections Code Sections 9220 and 9285 set forth the procedures for rebuttal arguments; and

WHEREAS, The City Clerk has met the provisions of Elections Code Sections 9211 and 9212 and has certified the petition as to sufficiency and reported to Council.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST AS FOLLOWS:

Section 1. Pursuant to Elections Code Section 9222, the City Council of the City of Ridgecrest hereby calls an election at which it shall submit to the qualified voters of the City of Ridgecrest, a measure that, if approved, would require the City Council to adopt an ordinance for the position of Mayor for the City of Ridgecrest to be elected by majority vote of qualified voters.

Section 2. The ballot language for the proposed measure shall be as follows:

INITIATIVE TO REQUIRE THE CITY COUNCIL OF THE CITY OF RIDGECREST TO SUBMIT A MEASURE TO THE VOTERS ON WHETHER TO ELECT A MAYOR (part 1)		
Shall the Municipal Code of the City of Ridgecrest be amended to change the office of the Mayor of the City Council to an Elected Mayor of the City Council without additional power or authority, elected by majority vote of the registered electors?	Yes	
	NO	
INITIATIVE TO REQUIRE THE CITY COUNCIL OF THE CITY OF RIDGECREST TO SUBMIT A MEASURE TO THE VOTERS ON WHETHER TO ELECT A MAYOR (part 2)		

If the Office of Mayor for the City of Ridgecrest is an Elected Mayor, shall the Elected Mayor serve a Two-Year term or a Four-Year term?	TWO-YEAR TERM	
	FOUR-YEAR TERM	

Section 3. The City Clerk is hereby directed to cause notice of the measure to be published once in the official newspaper of the City of Ridgecrest, in accordance with Section 12111 of the Elections Code and Section 6061 of the Government Code.

Section 4.

- (a) An election on the measure set forth in Section 2 shall be held in the City of Ridgecrest on Tuesday, June 8, 2010. The City Council requests that the Board of Supervisors of Kern County consolidate the election on the measure with the established election on the same day. The City Clerk is directed to file a certified copy of this resolution with the Board of Supervisors of Kern County and the Registrar of Voters of Kern County on or before February 16, 2010.
- (b) The election on the measure set forth in Section 2 shall be held and conducted, the votes canvassed and the returns made, and the results ascertained and determined as provided for herein. In all particulars, the election shall be held in accordance with the Elections Code of the State of California.
- (c) The election for the measure set forth in Section 2 shall be held in Kern County in the City of Ridgecrest on June 8, 2010, as required by law, and the Board of Supervisors of the County of Kern is authorized to canvass the returns of that election with respect to the votes cast in the City of Ridgecrest and certify the results to the City Council of the City of Ridgecrest.
- (d) At the next regular meeting of the City Council of the City of Ridgecrest occurring after the returns of the election for the measure set forth in Section 2 have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 5.

- (a) The last day for submission of direct arguments for or against the measure shall be by 5:00 p.m. on March 2, 2010.
- (b) The last day for submission of rebuttal arguments for or against the measure shall be by 5:00 p.m. on March 12, 2010.
- (c) Direct arguments shall not exceed three hundred (300) words and shall be signed by not more than five (5) persons.
- (d) Rebuttal arguments shall not exceed two hundred fifty (250) words and shall be signed by not more than five (5) persons; those persons may be different persons than the persons who signed the direct arguments.
- (e) The City Attorney shall prepare by March 12, 2010, an impartial analysis of the measure, not to exceed five hundred (500) words, showing the effect of the measure.

- (f) Pursuant to Section 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the arguments in favor of the Measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument, which it seeks to rebut.

Section 6. The City Manager is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the Measure on the election ballot.

Section 7. The City Clerk is hereby authorized and directed to take all steps necessary to place the measure on the ballot and to cause the Ordinance or measure to be printed. A copy of the Ordinance or Measure shall be made available to any voter upon request.

APPROVED AND ADOPTED this 13th day of January, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST:

Rachel J. Ford
City Clerk

CITY OF RIDGECREST



Date: December 22, 2009

I, RACHEL J. FORD, City Clerk of the City of Ridgecrest, California, received on this date, the following:

235 Petition Sections that upon prima facie check are bearing 1841 signatures for the:

Initiative to Require the City Council of the City of Ridgecrest to Submit a Measure to the Voters on Whether to Elect a Mayor

The filer(s) was (were) given a copy of Government Code Section 84305.


RACHEL J. FORD, CITY CLERK

Acknowledged:


Filer

City Clerk\Election\Petition Receipt.doc

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

Initiative
Measure
Directly to Voters

Case Number Guns for Me 11

DECLARATION
OF PUBLICATION
(2015.5 C.C.P.)

State of California, County of Kern, ss:

Declarant says:

That at all times, herein mentioned declarant is and was a citizen of the United States, over the age of twenty-one years, and not a party to nor interested in the within matter; that declarant is the principal clerk of the printer and the publisher of THE DAILY INDEPENDENT, a newspaper of general circulation printed and published daily in the City of Ridgecrest, Indian Wells Judicial District, County of Kern, State of California, which newspaper has been adjudged a newspaper of general circulation by the said Superior Court by order made and renewed July 8, 1952, in Civil Proceeding No. 58584 of said Court: that the instrument of which the annexed in a printed copy has been published in each regular and like issue of said newspaper (and not any supplement thereof) on the following dates, to-wit:

9-19-09

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

EXECUTED ON Sept. 19th, 2009, at Ridgecrest California.

Declarant Elaine M. Jones

**INITIATIVE
MEASURE TO BE
SUBMITTED
DIRECTLY TO THE
VOTERS**

The City Attorney of the City of Ridgecrest has prepared the following title and summary of the chief purposes and points of the proposed measure,
AN INITIATIVE TO REQUIRE THE CITY COUNCIL OF THE CITY OF RIDGECREST TO SUBMIT TO THE VOTERS ON WHETHER TO ELECT A MAYOR. If a majority of the voters approve the initiative, the city council will be required to submit a ballot proposition on whether the mayor should be elected.
The proponents of this initiative intend to circulate a petition to gather signatures to place the above mention initiative onto a ballot in June of 2010.

Proponents:
Thomas R. Wiknich
375-1004
105 S. Holly Canyon
Ridgecrest, CA
93555

Marshall, (Chip)
Holloway

By hand delivery to:
Rita Gable
City of Ridgecrest City Clerk
100 W. California
Ridgecrest, CA 93555

August 24, 2009

Subject: Request for Attorney review and assigning of title for Initiative

Dear Ms. Gable,

Pursuant to Elections Code 9002, I am requesting that the City Attorney prepare a title and summary of an initiative entitled "A measure to establish the office of elected mayor". The text of the initiative, the address at which I am registered to vote and the signed statement that I will not willfully allow initiative signatures to be used for purposes other than qualification of the initiative are enclosed.

Please direct all correspondence and inquiries regarding this initiative to:

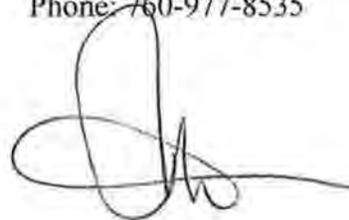
Thomas R. Wiknich
105 S. Holly Canyon
Ridgecrest, CA 93555
Phone: 760-375-1004
Fax: 760-375-5352
E Mail: guns4us@earthlink.net

Marshall, (Chip) Holloway
1225 Beasley
Ridgecrest, CA 93555
Phone: 760-977-8535

Sincerely,



Thomas R. Wiknich



Marshall (Chip) Holloway

With attachments:

RECEIVED

AUG 31 2009

City Clerks Office

Pursuant to Election Code 9608 the following signed statement is executed August 24, 2009:

I, Thomas R. Wiknich, and M. Chip Holloway, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot. This statement shall be kept on file at the Attorney General's Office for not less than eight months after the certification of the results of the election for which the petition qualified or, if the measure did not qualify, eight months after the deadline for submission of the petition to elections officials.

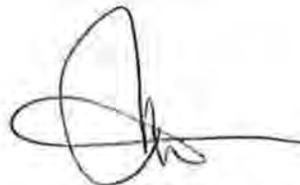
Thomas R. Wiknich
105 S. Holly Canyon
Ridgecrest, CA 93555
Phone: 760-375-1004
Fax: 760-375-5352
E Mail: guns4us@earthlink.net

Sincerely,



Thomas R. Wiknich

Marshall, (Chip) Holloway
1225 Beasley.
Ridgecrest, CA 93555
Phone: 760-977-8535



Marshall (Chip) Holloway

RECEIVED

AUG 31 2009

City Clerks Office

Notice of Intention to circulate an Initiative Petition:

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Ridgecrest, to order the City Council as follows: Pursuant to Government Code 34900, the City Council shall submit to the electors the question of whether electors shall thereafter elect a mayor and four council members, and whether the mayor shall serve a two-year or four-year term, and to place these two ballot questions on the November, 2010 general municipal election ballot.

SUMMARY
INITIATIVE TO HAVE THE MAYOR ELECTED by the PEOPLE
City of Ridgecrest

This initiative petition orders the City Council shall call for an election asking the electorate whether they want the mayor elected by the people, and to determine the term of the mayor

This initiative does not change the City form of government.

This initiative does not call for any special elections for the initiative or to implement this initiative.

This initiative does not provide for any change in duties, authority, responsibility, or compensation of these positions.

Implementation of this initiative will have no financial impact to the city.

Initiative full text

Ridgecrest Municipal Code is hereby added to read as follows:

Section 1. Title:

This initiative shall be known and may be cited as the "We the People Shall Elect the Mayor Ordinance".

Section 2. Findings and Declarations:

The Electorate of the City of Ridgecrest finds and declares that:

1. The current Ridgecrest Municipal Code allows the Council to appoint one of their own as the Mayor.
2. The current code does not allow the People of Ridgecrest to directly decide who they want to represent them as Mayor.
3. 150 California cities allow the direct election of the Mayor by the People.

Section 3. Purpose and Intent:

1. The people enact this ordinance to allow the electorate to decide whether the mayor should be elected by the electorate.
2. The purpose is to make the Mayor accountable directly to the People, not the other Council Members.
3. This Ordinance does not change the City form of government.
4. This Ordinance does not call for any special elections for the initiative or to implement this initiative
5. This Ordinance will not change in duties, authority, responsibility, or compensation of these positions.
6. This Ordinance will have no financial impact on the city.

RECEIVED

AUG 31 2009

City Clerks Office

CITY OF RIDGECREST



CERTIFICATE OF THE CITY CLERK

I, RACHEL J. FORD, City Clerk of the City of Ridgecrest, County of Kern, State of California, hereby certify that, pursuant to Section 9211 of the Elections code, I have examined the petition submitted to me on December 22, 2009, by Thomas R. Wiknich for an "Initiative to Require the City Council of the City of Ridgecrest to Submit a Measure to the Voters on Whether to Elect a Mayor".

The total number of registered voters in the City of Ridgecrest as last reported to the Secretary of State was 13,696; 10% being 1,370 as required by Section 9215 of the Elections code. The petition contained 1841 signatures, 1841 of which were examined utilizing full verification provided by the Secretary of State of which ___ were verified. This projects to a total number of _____ valid signatures of qualified electors of the City.

I further certify that the petition is sufficient.

IN WITNESS WHEREOF, I have hereunto set my and affixed my seal this _____ day of January, 2010.

RACHEL J. FORD, CITY CLERK
CITY OF RIDGECREST, CALIFORNIA

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Report to Council and City Clerk Certification as to the Sufficiency of an Initiative Petition Proposing Approval of a Specific Plan and Development Agreement

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

In compliance with Election Code §9202 on October 8, 2009, a committee known as "Walmart and Ridgecrest Citizens United for Jobs and Economic Growth" submitted a notice of intent to circulate a petition for an initiative proposing amendments to the Municipal code and adoption of a specific plan and development agreement concerning a proposed commercial development in Ridgecrest.

The Notice of Intent was forwarded to the City Attorney per Election Code §9203 and the City Attorney provided a Ballot Title and Summary for the initiative on October 14, 2009. The Ballot Title and Summary was duly published (Elections Code §9206) on November 21, 2009 in the Daily Independent, an adjudicated newspaper of local distribution and an affidavit of publication was provided to the City Clerk on November 25, 2009 in compliance with Elections Code §9205(a).

The proponents petition began circulation after publication and the completed petition was filed with the City Clerk for verification of signatures on December 1, 2009. A prima facie review of signatures was conducted in the City of Ridgecrest Council Chambers and was open to any members of the public who wished to observe the process. The petition was transported personally by the City Clerk to Kern County Elections office at 1115 Truxten Ave., 1st Floor, Bakersfield, California on December 9, 2009.

The Kern County Registrar of Voters and staff conducted a full verification of signatures and forwarded the Signature Verification Certificate to the City Clerk on December 17, 2009. (Attachment 1)

Election Code §9211 requires the City Clerk to certify the sufficiency of a petition to the governing board. The total number of registered voters in the City of Ridgecrest as last reported to the Secretary of State was 13,696; 10% being 1,370 as required by Section 9215 of the Elections Code to qualify an initiative for the ballot. This petition contained 1,952 signatures, of which 1,476 were verified by the County Clerk as being valid signatures.

Based on this information, the petition has sufficiently qualified with enough signatures to place the proposed initiative measure on the election ballot for June 8, 2010.

FISCAL IMPACT:

None

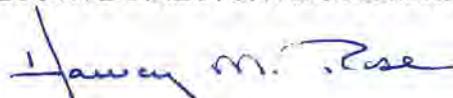
Reviewed by Finance Director

ACTION REQUESTED:

Report and file

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



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

Action Date: January 13, 2009

CITY OF RIDGECREST



CERTIFICATE OF THE CITY CLERK

I, RACHEL J. FORD, City Clerk of the City of Ridgecrest, County of Kern, State of California, hereby certify that, pursuant to Section 9211 of the Elections code, I have examined the petition submitted to me on December 1, 2009, by Salvador Reveles, Jr.; and Walmart and Ridgecrest Citizens United for Jobs and Economic Growth committee.

The total number of registered voters in the City of Ridgecrest as last reported to the Secretary of State was 13,696; 10% being 1,370 as required by Section 9215 of the Elections code. The petition contained 1,952, 1,952 of which were examined utilizing the full verification provided by the Secretary of State of which 1,476 were verified. This projects to a total number of 1,476 valid signatures of qualified electors of the City.

I further certify that the petition is sufficient.

IN WITNESS WHEREOF, I have hereunto set my and affixed my seal this 17th day of December, 2009.



RACHEL J. FORD, CITY CLERK
CITY OF RIDGECREST, CALIFORNIA

ANN K. BARNETT
Auditor-Controller-County Clerk

Nancy M. Lawson
Assistant Auditor-Controller-County Clerk

County Administrative Center
1115 Truxtun Avenue, Second Floor
Bakersfield, CA 93301-4639
FAX 661-868-3560



Auditor-Controller: 661-868-3599
County Clerk: 661-868-3588
Registrar of Voters (Elections):
661-868-3590
800-452-VOTE
TTY Relay 800-735-2929
FAX 661-868-3768

December 17, 2009

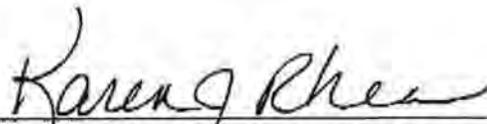
Rachel J. Ford, City Clerk
City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555

Dear Ms. Ford:

After review of information provided and in consultation with county counsel, we have reversed our decision regarding rejection of petition signatures based on circulators' residency outside of the city. Attached please find the amended Kern County Clerks Signature Verification Certificate as to the initiative petition submitted by you for signature verification. I apologize for any inconvenience this may have caused. If you need any further information, please feel free to contact me at (661) 868-3717.

Sincerely,

Ann K. Barnett
Auditor-Controller-County Clerk

By: 
Karen J. Rhea, Chief Deputy Registrar

AKB/KJR/as

Attachments

INT-503

RECEIVED

DEC 17 2009

City Clerks Office

AMENDED - SIGNATURE VERIFICATION CERTIFICATE

I, ANN K. BARNETT, AUDITOR-CONTROLLER-COUNTY CLERK
County Clerk/Registrar of Voters
of the County of KERN, State of California, hereby certify:

That the RIDGECREST SPECIFIC PLAN DEVELOPMENT MEASURE PROPOSING
APPROVAL OF A SPECIFIC PLAN OF DEVELOPMENT AGREEMENT, Initiative Measure HAS
has/has not
been filed with this office on DECEMBER 9TH, 2009.

That said petition consists of 316 sections;

That each section contains signatures purporting to be the signatures of qualified electors of the City of Ridgecrest;

That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signatures to that section was the genuine signature of the person whose name it purports to be;

That after the City Clerk filed this petition I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purportive dates of such signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

- | | | |
|----|---|--------------|
| 1. | Number of unverified signatures filed by the City Clerk (raw count) | <u>1,952</u> |
| 2. | Number of signatures verified | <u>1,952</u> |
| a. | Number of signatures found SUFFICIENT | <u>1,476</u> |
| b. | Number of signatures found NOT SUFFICIENT | <u>476</u> |
| 1. | NOT SUFFICIENT because DUPLICATE | <u>0</u> |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th

Day of December, 20 09



Ann K. Barnett
County Clerk/Registrar of Voters
By: Karen Rhea
Chief Deputy Registrar



Petition Result Breakdown

Ridgecrest Specific Plan Development Measure Proposing approval of a Specific Plan of Development Agreement

Signatures Required	0		
Raw Count	1,952		
Sample Size	1,952		
Sigs Checked	1,952	<i>Percent of Sigs Checked</i>	<i>Percent of Sample Size</i>
Sigs Not Checked	0		0.0 %
Sigs Valid	1,476	75.6 %	75.6 %
Sigs Invalid	476	24.4 %	24.4 %
Duplicated	0	0.0 %	0.0 %
Non-duplicate Invalids	476	24.0 %	24.4 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Valid Signature	1,476	75.6 %
NotReg	Voter is Not Registered	197	10.1 %
DiffAdd	Registered @ Diff Address	82	4.2 %
OutOfDist	Out of District	145	7.4 %
NoResAdd	No Residence Addr Given	3	0.2 %
NoSig	No Signature Provided	1	0.1 %
SigNoMatch	Sig Does Not Match	48	2.5 %

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: An ordinance enacting a commercial specific plan and approving a development agreement.

PRESENTED BY: Harvey M. Rose, City Manager

SUMMARY: The Kern County Clerk has confirmed there are sufficient signatures submitted for the Initiative. The City Council may submit the question for a June election, or approve the commercial specific plan and development agreement, or refer the matter to staff for further analysis. Staff have already analyzed the matter and concluded as follows:

Super WalMart and Retail Center Project Initiative

The project has been in negotiation and development for almost four years and the Planning Commission at a regular meeting of September 29, 2009 approved the project in concept and approved or recommended approval of the project:

1. Resolution Recommending the City Council certify the EIR,
2. Site Plan Resolution, including Conditions of Approval,
3. Variance Resolution,
4. Tentative Parcel Map Resolution,
5. Resolution Recommending the City Council Approve a Development, Draft Agreement between Wal-Mart & City of Ridgecrest

The initiative and Exhibit A & B would authorize the project create a Ridgecrest Commercial Specific Plan (Exhibit I) and a Development Agreement (Exhibit II). The specific plan is considered consistent with the General Plan and has not been reviewed by the Planning Commission, although all of the developments standards and land-use zoning has been reviewed and are consistent with the items of discussion, negotiations, and conceptual plans.

The Development Agreement was reviewed and recommended by the Planning Commission.

It is a ten year agreement that represents the negotiated improvements, offsite improvements, and estimated costs and reimbursement within Exhibits D, E, and F, of the specific plan area.

Working drawings have not been approved but will be consistent with the conceptual plans as reviewed and recommended.

Staff believe this project is beneficial to the citizens of Ridgecrest and recommend the City Council exercise its right to approve the Initiative, and adopt the associated ordinance and development agreement in lieu of an election. This would avoid another six month delay in the initiation of the Wal-Mart construction project.

FISCAL IMPACT: N/A

Reviewed by Finance Director

ACTION REQUESTED: Approve Ordinance on first reading. Approve Resolution authorizing the City Manager to execute the Development Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Harvey M. Rose, City Manager

Action Date: 1-13-10

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
DEVELOPMENT AGREEMENT**

The City Council of the City of Ridgecrest hereby approves a Development Agreement for the construction of a "Super Wal-Mart" and retail shopping center pursuant to state law, and to allocate specific public benefits of over \$1,250,000 in development impact fees, and require the construction of other public improvements for the benefit of the public, and to mitigate environmental and other impacts of the proposed development, and to authorize the City Manager to execute said agreement. Such agreement shall be effective no later than five (5) days following the final approval of an ordinance of the City Council of the City of Ridgecrest adding Section 20-40 to Chapter 20 of the Ridgecrest Municipal Code concerning a Ridgecrest Commercial Specific Plan.

APPROVED AND ADOPTED this 13th day of January, 2010, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

Steven P. Morgan, Mayor

ATTEST:

Rachel J. Ford, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST
ADDING SECTION 20-40 TO CHAPTER 20 OF THE RIDGECREST
MUNICIPAL CODE CONCERNING A RIDGECREST COMMERCIAL
SPECIFIC PLAN**

WHEREAS a petition for the adoption of a specific plan and development agreement concerning a proposed commercial development has been submitted to the City Council; and
WHEREAS the petition has been submitted with sufficient signatures to cause proposed amendments to the Municipal Code be submitted to the electorate; and
WHEREAS in lieu of election, the measure may be adopted by the City Council without alteration, as provided for in the California Elections Code; and
WHEREAS the City Council agrees that it would be in the best interest of the people of Ridgecrest that this measure be adopted.
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ridgecrest as follows:

SECTION 20-40.1 INTRODUCTION

A. SPECIFIC PLAN AREA

The Ridgecrest Commercial Specific Plan site is located in the City of Ridgecrest in northeast Kern County on the southeast corner of Bowman Road and South China Lake Boulevard (Figure 1). Regional access to the Specific Plan site is provided from State Routes (SR) 14 and 178 and U.S. 395. The Ridgecrest Commercial Specific Plan site is approximately 28 acres and is configured in an approximate rectangular shape. The site is bounded by East Bowman Road and vacant and residential land uses to the north, the Desert Christian Center and vacant land to the south, vacant land to the east, and an existing commercial center to the west. The vacant land to the south of the Project Site is zoned Single-Family Residential (E-2) and General Commercial (CG), and the vacant land to the east of the Project Site is zoned General Commercial (CG).

B. PURPOSE OF THE SPECIFIC PLAN

A specific plan is a combination policy statement and implementation tool that can be used to address the unique needs of a particular area of a city or county. As a result, emphasis is on concrete standards and development criteria for use in the submission and review of subsequent development plans and permits. The California *Government Code* permits the use of specific plans to regulate site development, including permitted uses such as density, building size, and placement. Specific plans also govern the landscaping and roadways, as well as the provision of infrastructure and utilities. Since the development guidelines established in a Specific Plan focus on the unique needs of a specific area, specific plans allow for greater flexibility than is possible with conventional zoning.

The purpose of the Ridgecrest Commercial Specific Plan is intended to assist in the development of the site in a manner that will benefit local shoppers, the general public, and the City of Ridgecrest. The Specific Plan accomplishes these purposes by providing for the efficient use of land, ensuring compatibility between existing and proposed land uses, and establishing environmental and development standards and procedures to be met in development of the Specific Plan area. The customized development regulations contained in the Specific Plan address the unique characteristics of the site and surrounding properties, as well as the needs of the commercial land uses proposed for the site. These efforts are intended to foster greater economic development and design opportunities than could be achieved through the use of conventional zoning and development standards.

C. PROJECT OBJECTIVES

The objectives of the Ridgecrest Commercial Specific Plan are as follows:

- Implement the Ridgecrest General Plan providing development consistent with the City's planned land uses;
- Provide development that maximizes the property's use potential in a manner consistent with the City's General Plan;
- Maximize and broaden the City's sales tax base by providing local and regional tax-generating uses;
- Improve and maximize economic viability of the currently vacant and underutilized project site and area through the establishment of a new commercial center;

- Create additional employment-generating opportunities for the citizens of Ridgecrest and surrounding communities;
- Expand and provide new retail options with updated, modern, and energy efficient buildings in close proximity to local consumers by providing daytime and nighttime shopping opportunities in a safe and secure environment;
- Provide where necessary adequate infrastructure and public amenities;
- Complement the existing retail base in the City of Ridgecrest located in the southern part of the City;
- Locate a commercial project at the intersection of two major streets, maximizing access opportunities for the convenience of patrons; and
- Ensure the consistent and rational development of the site in accordance with established functional, environmental, and aesthetic standards.

D. AUTHORITY

The Ridgecrest Commercial Specific Plan has been prepared in accordance with *Government Code* Sections 65450 *et seq.* and 66450 *et seq.* and will constitute the zoning for the Specific Plan area. Land use standards and regulations contained within this document shall govern future development within the boundaries of this Specific Plan.

The Ridgecrest Commercial Specific Plan provides a framework for development of the Specific Plan area. The Specific Plan provides guidance for the review of specific development proposals at the parcel map and site plan review stages, and is the City's reference document for determining permitted uses, intensity of use, and development standards and requirements. The Specific Plan defines project objectives, as well as regulations and requirements for development of the Ridgecrest Commercial Specific Plan area.

E. GENERAL REQUIREMENTS

1. General Plan Consistency

Implementation of the Ridgecrest Commercial Specific Plan is intended to carry out the goals and policies contained in the City of Ridgecrest General Plan, as amended, in an orderly and attractive fashion. Development within the Ridgecrest Commercial Specific Plan area shall, therefore, be consistent with the provisions of the City of Ridgecrest General Plan.

The Ridgecrest Commercial Specific Plan implements the General Plan by:

- Achieving urban growth in an orderly manner responsive to the economic, environmental, and social needs of the community and providing additional retail sales opportunities;
- Achieving land use compatibility through the management of land use resources by a Specific Plan;
- Attracting new businesses to Ridgecrest and providing for a growing work force;
- Providing for planned development of a large parcel located at a key entry into the City through a comprehensive Specific Plan;
- Providing for easily accessible retail commercial services and encouraging pedestrian shopping and energy conservation from the range and variety of retail goods and services provided;
- Expanding shopping opportunities in the Ridgecrest area;
- Providing new development consistent with planned land uses at the junction of major roadways (South China Lake Boulevard and West Bowman Road) that is adequately served by existing public services and facilities;
- Enhancing South China Lake Boulevard and West Bowman Road as scenic corridors through building design and treatment, building setbacks and location, landscaping and visual screening, prohibition of off-site signage, and the undergrounding of on-site utilities;
- Promoting architectural unity and an upgraded image along South China Lake Boulevard with attractive commercial development;
- Coordinating circulation access and land use through the provision of coordinated access along South China Lake Boulevard and West Bowman Road, and the design of delivery access and loading areas;
- Maintaining a high level of environmental quality through the establishment of environmental standards;
- Enhancing Ridgecrest as a regional center for shopping;
- Retaining and expanding existing business; and

- Avoiding hazard risks through the accommodation of citywide flood control facilities on-site.

2. Relationship Between Specific Plan Development Standards/Criteria and the City of Ridgecrest Municipal Code

Development regulations and requirements contained in this document will supplement or replace those of the City of Ridgecrest Municipal Code as they might otherwise apply to lands within the Ridgecrest Commercial Specific Plan area. Any regulations or requirements not specifically covered herein shall be subject to the regulations and requirements of the City of Ridgecrest Municipal Code, design and engineering standards and other applicable regulations, in addition to all applicable local, state and federal ordinances, laws or regulations.

If any provision of this document conflicts with the regulations or requirements of the City of Ridgecrest Municipal Code, the provisions of this document shall take precedence.

3. Conformance with Uniform Building and Fire Codes

All construction within the Ridgecrest Commercial Specific Plan shall be in compliance with Chapter IX "Building and Housing" of the Ridgecrest Municipal Code.

4. Provision of Infrastructure

Unless otherwise specifically approved as part of this Specific Plan, all off-site improvements under the control of the City shall be subject to the City of Ridgecrest regulations and requirements in effect at the time improvement plans are submitted. Other improvements not under the control of the City (e.g., electricity, natural gas, telephone) shall be subject to the regulations and requirements of the responsible agency.

Specific requirements for infrastructure improvements are determined by the following technical studies:

- Drainage Report; Thomas Graham Civil Design Group, June 2007
- Traffic Impact Analysis; Austin-Foust Associates, Inc., February 25, 2009

These studies provide data for the development of environmental standards included in Section 20-40.6 of this Specific Plan. To ensure the cost-effective availability of current and adequate infrastructure and services during the development of the Specific Plan area, the technical studies and infrastructure plans may be modified upon approval of the City of Ridgecrest Public Works Director, without the need to amend this Specific Plan.

5. Severability

If any term, provision, condition, requirement, or portion thereof of this Specific Plan is for any reason held invalid, unenforceable, or unconstitutional, the remainder of this Specific Plan or the application of such term, provision, condition, requirement, or portion thereof to circumstances other than those in which it is held to be invalid, unenforceable, or unconstitutional, shall not be affected thereby; and each other term, provision, condition, requirement, or portion thereof shall be held valid and enforceable to the fullest extent permitted by law.

6. Costs

The property owner shall pay the costs of any code enforcement activities, including attorney's fees, resulting in the violation of any provisions of the Ridgecrest Municipal Code, including the Ridgecrest Commercial Specific Plan. The Developer shall be responsible for the entire cost to implement the environmental standards in accordance with Section 20-40.6 of this Specific Plan.

7. Consent to Hold Harmless

The Developer shall agree to indemnify, protect, defend, and hold harmless the City and its elected and appointed officials, officers, employees, and agents from and against all liabilities, claims, actions, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including attorney's fees and disbursements (collectively "Claims") arising out of or in any way relating to the issuance of this entitlement, actions taken by the City relating to this entitlement, including any future actions taken by the City in furtherance of the Specific Plan.

8. Repair of Damages to Public Facilities

For each increment of building construction, the Developer shall be responsible for the repair of all damages to public improvements in the public right-of-way resulting from construction-related activities including, but not limited to, the movement and/or delivery of equipment, materials, and soils to and/or from the Specific Plan area.

9. Recycling Plan

The Public Services Director shall review and approve all recycling plans. A construction recycling plan shall be submitted and approved prior to the issuance of grading permits. An operations recycling plan shall be submitted and approved prior to the issuance of a certificate of occupancy.

10. Right of Entry to Inspection Verification

The City shall have the right of entry to inspect the Ridgecrest Commercial Specific Plan area to verify compliance with the Ridgecrest Municipal Code, including implementation of the provisions of the Ridgecrest Commercial Specific Plan.

SECTION 20-40.2 EXISTING SETTING

The information provided in this section was obtained from the City of Ridgecrest General Plan 1991-2010 and General Plan Final EIR, the Ridgecrest Wal-Mart and Retail Center Project Revised Draft EIR, as well as the following technical reports for the Ridgecrest Commercial Specific Plan:

- Biological Resource Assessment; Beaman Biological Consulting, May 24, 2004
- Updated Biological Resource Assessment; Jeff W. Kidd Biological Consulting, July 28, 2005
- Desert Tortoise Survey Report; Gilbert Goodlett, EnviroPlus Consulting, April 1, 2007
- Burrowing Owl Survey Report June 2007; Christopher A. Joseph & Associates, June 4, 2007
- Jurisdictional Waters and Wetlands Delineation Report; Christopher A. Joseph & Associates, June 2007
- Burrowing Owl Report August 2008; Christopher A. Joseph & Associates, August 18, 2008
- Geotechnical Engineering Investigation, Geotechnical Professional, Inc., December 10, 2004
- Phase I Environmental Site Assessment; Alaska Petroleum Environmental Engineering, Inc., August 2003
- Updated Phase I Environmental Site Assessment; Alaska Petroleum Environmental Engineering, Inc., May 2005
- Drainage Study; Thomas Graham Civil Design Group, June 2007
- Cultural Resources Records Search, California Historical Resources Information System, January 26, 2006
- Paleontological Resources, Natural History Museum of Los Angeles County, December 20, 2005
- Noise Data, Ridgecrest Wal-Mart and Retail Center Project Revised Draft EIR, Appendix K-1
- Air Quality Data, Ridgecrest Wal-Mart and Retail Center Project Revised Draft EIR, Appendix D
- Traffic Impact Analysis; Austin-Foust Associates, Inc., February 25, 2009

The technical studies are public records and are available at the City of Ridgecrest Community Development Department.

A. SITE CONDITIONS AND EXISTING LAND USES

1. Historical and Existing Land Uses

Previous Land Use

Historically, the project site was used for agricultural purposes, predominately for alfalfa and row crops. It is not currently farmed. The site is currently vacant. No structures or development exist on the site.

Existing On-Site General Plan Land Use and Zoning

The Specific Plan area is currently designated Commercial and Office in the City of Ridgecrest General Plan 1991-2010. Uses allowed under the Commercial and Office land use designation include all types of retail stores, and personal and professional service shops. An implementation measure of the Land Use Element of the General Plan is the preparation of specific plans in appropriate areas of Ridgecrest.

The City of Ridgecrest is currently updating the General Plan. The Draft General Plan 2010 designates the Specific Plan area as Commercial. Uses typically allowed include supermarkets, drug stores, and other residential serving uses that are convenient to vehicular access and highly accessible for pedestrians and bicyclists. Larger centers may include community commercial centers, shopping plazas, and shopping centers that include a junior department store, or a large variety, discount or department store with direct and convenient arterial access and access for

pedestrians, bicyclists, and public transit. These centers typically contain 30,000 to 300,000 square feet of floor area on approximately 2 to 20 acres, which is consistent with the Ridgecrest Commercial Specific Plan. The Draft General Plan includes new Policies and provisions toward the development of commercial development. In particular, the City intends to continue to promote the development of regional commercial opportunities and has identified locations along China Lake Boulevard and Bowman Road near U.S. 395 as being appropriate locations to facilitate the provision of the necessary municipal services to accommodate these opportunities.

The Specific Plan area is currently zoned General Commercial (CG). According to the City's Zoning Ordinance, the General Commercial District is intended primarily to serve as the central trading district of the City along major arterials. This zone provides the accommodations for the sales of commodities, performance of services, repair facilities, wholesale and retail distribution of goods and services that are conducted entirely indoors. The General Plan and Zoning designations are illustrated in Figure 2. The Specific Plan area currently consists of vacant land. There are no structures on the site.

Surrounding Land Use

Land uses surrounding the Ridgecrest Commercial Specific Plan site are characterized by commercial uses located immediately west of the site across South China Lake Boulevard. The surrounding commercial uses include an existing smaller Wal-Mart, Staples, Albertsons, Albertsons gas station, and Jack in the Box. Once construction is complete on the Major Tenant within the proposed Ridgecrest Commercial Specific Plan, the existing Wal-Mart store will close. The existing Wal-Mart building will be demolished or sold, refurbished, and retenanted. Vacant land and single-family residential uses are across West Bowman Road immediately to the north. Vacant land is located immediately east. Manufactured and mobile residential uses are located further east and beyond Silver Ridge Street. Vacant land and institutional uses (Desert Christian Center and associated surface parking lot) are located immediately south of the Specific Plan area. Commercial and office uses are generally located north of the project site along South China Lake Boulevard, and single-family and multi-family residential uses are located generally south of the project site beyond the adjacent Desert Christian Center and vacant land. The surrounding land uses are illustrated in Figure 3.

B. EXISTING CIRCULATION

1. Regional Circulation

The project site has excellent regional access. Regional access is provided by three highway facilities: State Routes (SR) 14 and 178 and U.S. 395. U.S. 395 generally runs north/south; access to U.S. 395 is provided via a connection with SR 178 at South China Lake Boulevard approximately 5 miles southwest of the project site. SR 14 splits off from Interstate 5 in Los Angeles County and connects with U.S. 395 just north of SR 178, where the two highways merge to become U.S. 395.

2. Local Circulation

Major roadways in and around the project site are West Bowman Road, South China Lake Boulevard, West Upjohn Avenue, and College Heights Road. West Bowman Road and West Upjohn Avenue are two-lane highways that run east-west. South China Lake Boulevard is a four-lane highway that runs north-south and College Heights Road is a two-lane highway that runs generally north-south. College Heights Road joins South China Lake Boulevard at a three-way junction south of the intersection of South China Lake and West Bowman.

Minor streets include Rader Avenue, South Norma Street, East Dolphin Avenue, South Downs Street and South Sunland Avenue. Some of these streets, East Dolphin Avenue east of South China Lake Boulevard and South Sunland Avenue south of West Upjohn Avenue are unpaved with no clearly defined routes or limits. On these smaller streets, road width is generally two lanes with no median and a posted speed limit of 35 mph.

3. Public Transit

The City of Ridgecrest operates a dial-a-ride system in the Greater Ridgecrest Area, as well as a contract for dial-a-ride on a reservation basis only to Randsburg and the Inyokern area. The City of Ridgecrest, together with Kern Regional Transit, is operating an intercity public transit service between Ridgecrest through California City to Mojave. The Inyo-Mono County bus service connects with the Kern Regional Transit system in Ridgecrest.

C. EXISTING PHYSICAL CONDITIONS

1. Topography

The Ridgecrest Commercial Specific Plan site is characterized by relatively flat topography with an average elevation of approximately 2,300 feet above mean sea level (msl); generally sloping from southeast to northwest at a 0.5 to 0.8 percent slope. The existing conditions of the site are illustrated in Figure 4.

2. Hydrology

The project site is located within the Bowman Wash and the College Heights Wash drainage areas. These areas contain several sub-areas. Two channels, named by the City of Ridgecrest CHW-12 and CHW-14, converge at the southwest corner of the Specific Plan area and flow as CHW-16 along the western boundary of the Specific Plan area along South China Lake Boulevard, then flow under West Bowman Road into BW-11. The channel that collects the Bowman Wash drainage, BW-9, flows towards the north of the Specific Plan area from west to east, crosses under South China Lake Boulevard and flows into BW-11. BW-9 shows substantial erosion. Originally, BW-9 contained a series of detention ponds with two outlet culverts for water to exit each pond. The runoff that flows through this channel has eroded away the areas surrounding these culverts, thus leaving the ponds nonfunctional. Portions of the City of Ridgecrest are subject to periodic inundation (i.e., flash floods). As a result, the City of Ridgecrest designed and is in the process of implementing a Storm Drain Master Plan that is designed to accommodate a storm recurrence interval of 100 years.

3. Soils

The majority of the natural soils in the Specific Plan area consist predominantly of dry silty sand and sands. Occasional layers of clayey sand and sandy clay also exist in the Specific Plan area, generally below depths of 5 feet. The majority of the natural soils exhibit low compressibility and moderate to high strength characteristics.

4. Seismicity

The Specific Plan area is located in a seismic region of California. The closest fault to the project site is the Little Lake Fault, which is located approximately one kilometer east of the project site. The Little Lake Fault is identified as active or potentially active fault that could subject the project site to peak ground acceleration on the order of 0.38g. According to the General Plan, the Rifle Range and Lone Camp Earthquakes along the previously mentioned faults would potentially result in strong ground shaking. Groundshaking effects are mitigated through enforcement of structural and nonstructural seismic design provisions defined in the Uniform Building Code/California Building Code (UBC/CBC), as well as City requirements pursuant to Chapter IX "Building and Houses" of the Ridgecrest Municipal Code. According to the latest edition of the UBC/CBC, the project site is located in Seismic Zone 4. The codes are updated every 3 years and incorporate new design provisions as needed. The proposed project would be designed to resist seismic lateral loads, and to comply with all applicable City codes and regulations.

5. Biological Resources

The Specific Plan area was formerly used for agricultural purposes and has been heavily impacted by human activities. Biological technical studies indicated several dirt roads with off highway vehicle tracks, as well as pedestrian trails, traverse the Specific Plan area. The dominant plant community found in the Specific Plan area is salt bush, which is a common plant species.

The BW-9 drainage channel supports creosote bush scrub, which is very common throughout the Mojave Desert, as well as supports several riparian trees consisting of desert willow, occupying approximately 850 square feet (0.019 acre). Riparian habitat is considered to be a sensitive habitat and is regulated by California Department of Fish & Game (CDFG) under Section 1600 of the *Fish & Game Code* (Streambed and Lake Alteration Program). There were no sensitive or special status plant species identified or expected to occur in the Specific Plan area.

Common wildlife species such as rabbits, reptiles, and bird species currently occupy the site and would be displaced by development planned for the area according to the General Plan. In addition to the common wildlife species, the 2007 protocol-level surveys indicated that a pair of burrowing owls (a CDFG species of concern) was observed within the BW-9 drainage channel. Although the owls were not observed during the follow-up surveys in 2008, the Burrowing Owl Survey Protocol and Mitigation Guidelines requires that an assumption be made that the owls are still present. In addition, evidence of an old desert tortoise (a federal and state threatened species) carcass was observed in the Specific Plan area. Mohave ground squirrel (a state threatened species) has the potential to occur in the Specific Plan area as well.

As previously mentioned, the Specific Plan area is traversed by three drainage channels which are potentially jurisdictional streambeds by CDFG under Section 1600 of the *Fish & Game Code* (including 0.003 acre of riparian habitat), two of which are considered potentially jurisdictional "waters of the state" by the Lahontan Regional Water Quality Control Board under the Porter-Cologne Act. Implementation of proposed off-site drainage improvements will result in the reconfiguration and alteration of these drainages.

6. Climate

The climate in the Ridgecrest area is predominantly influenced by its high desert location. It is characterized by hot days and cool nights, with extreme arid conditions prevailing throughout the summer months. The mean annual temperature for the Ridgecrest area is 65 degrees Fahrenheit. However, there are wide annual temperature fluctuations that occur from a maximum of 117 degrees Fahrenheit to a minimum of 6 to 8 degrees Fahrenheit.

Average annual rainfall in the Ridgecrest area is reported at less than 3 inches, while the relative humidity throughout the year averages 35 percent. Temperatures rarely fall below freezing. Strong surface winds occur in late winter and spring as cold fronts move rapidly through the area. These fronts occasionally cause severe dust and sand storms. Strong surface winds with a prevailing speed of 15 knots or greater can be expected 15 days a year and strong gusts of 40 knots or greater can be expected 10 days a year.

D. EXISTING UTILITIES

1. Water

The Specific Plan area will receive water service from the Indian Wells Valley Water District (IWWVD). The water mains in the Specific Plan area are supplied by a network throughout the "A" pressure zone; the largest of the five pressure zones in the IWWVD. The A-Zone is supplied by nine wells and three storage tanks totaling 9 million gallons. A 12-inch water main is located 34 feet north of the centerline of Bowman Road, and a 16-inch water main is located 20 feet east of the north-south extension of College Heights Boulevard. The design working capacity of the 16-inch and 12-inch pipes are 3,000 and 1,700 gpm, respectively. Maximum capacities for short durations for the 16-inch and 12-inch pipes are 4,500 and 2,550 gpm, respectively. The sole source of potable water supply in the Indian Wells Valley is groundwater, with a current annual groundwater extraction of about 34,000 acre feet. These extractions are offset by an estimated annual recharge of between 6,000 and 11,000 acre feet according to the IWWVD. Water demands consistent with General Plan land use designations have already been accounted for in the IWWVD's Urban Water Management Plan (UWMP), which sets forth water requirements for anticipated growth for the next 25 years. Therefore, IWWVD has sufficient domestic water supply to supply the development of the Specific Plan area.

2. Wastewater

The City of Ridgecrest will provide sewer service to the Specific Plan area. The City's treatment plant has a capacity of approximately 3.7 million gallons per day (mgd), and the average daily flow is approximately 2.5 mgd. The City of Ridgecrest Sewer Department has indicated that there are no known collection problems or deficiencies in the area. There is an existing sewer line along China Lake Boulevard and Bowman Road adjacent to the site. A 60-foot sewer easement runs north-south through parcels two, three and four of the plan area (just east of South China Lake Boulevard). The proposed sewer system includes gravity sewer improvements and an extension to the east along Bowman Road and then north along Forest Knoll Street to connect to the existing 21-inch ACP sewer main in Upjohn Avenue. In the alternative, the proposed sewer system would include the construction of a lift station and tying into the existing sewer line in China Lake Boulevard. All improvements will be constructed within existing public right of way or easements. Proposed improvements are discussed in Section 20-40.4, Infrastructure and Grading. The proposed development is anticipated to generate approximately 21,400 gallons (0.0214 mgd) of wastewater daily. The proposed development is not expected to measurably reduce the treatment plant's capacity, which is currently operating at 68 percent.

3. Water Quality

The existing drainage within the Specific Plan area is discussed above in Section C.2., Hydrology. During construction, all work would be required to meet the National Pollution Discharge Elimination System (NPDES) requirements for storm water quality. The contractor would also be required to implement Best Management Practices (BMPs) for erosion control. These requirements will be implemented through the preparation and approval of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP and compliance with the City's discharge requirements would ensure that project construction would not violate any water quality standards.

During operations, all activities must comply with the Standard Urban Storm Water Mitigation Plan (SUSMP). This will include both operational BMPs, including waste management and materials pollution control, source control and treatment controls, all of which would minimize the off-site conveyance of pollutants. Compliance with the SUSMP would ensure that project operations would not violate any water quality standards.

4. Solid Waste Disposal

Solid waste collection service is provided by Ridgecrest Sanitation and delivered to the Ridgecrest-Inyokern Sanitary Landfill at 3301 Bowman Road in Ridgecrest. The Kern County Waste Management Department operates the landfill. The total estimated permitted capacity of the landfill is approximately 5,992,700 cubic yards (cy) with approximately 5,992,700 cy or 16.6 percent of total capacity used and approximately 5,000,898 cy or 83.4 percent of the remaining

capacity. According to the California Integrated Waste Management Board the permitted maximum daily disposal is 701 tons per day.

5. Natural Gas

Natural gas service to the Ridgecrest Commercial Specific Plan area will be provided by Pacific Gas and Electric (PG&E).

6. Electricity

The Specific Plan area is located within the Southern California Edison Company (SCE) service territory, and SCE would provide electrical services.

7. Telephone

Telephone service to the Specific Plan area will be provided by Verizon.

SECTION 20-40.3 LAND USE PLAN

A. LAND USE CONCEPT

The overall land use concept for the Ridgecrest Commercial Specific Plan is to create an integrated retail shopping complex that can take advantage of the site's excellent access and potential visibility. The project will dramatically improve the aesthetic and commercial landscape of the surrounding area by allowing for the transformation of vacant acreage into an attractive and productive blend of retail and service establishments. The development concept for the project site consists of the construction of a Major Tenant, a gas station, and additional commercial and retail uses on approximately 28 acres. The Specific Plan area is conceptually divided into four lots, with the majority of the site (20.18 acres) intended for the development of the Major Tenant and parking, as described in Table 20-40.3-1.

Table 20-40.3-1. Parcels and Intended Uses

Parcel	Intended Use	Acreage (Gross)	Maximum Building Square Footage
Parcel 1	Major Tenant and Parking	20.17	205,000
Outlot 1	Gas Station	1.75	500
Outlot 2	Commercial	1.52	5,000
Outlot 3	Commercial	4.30	25,000
Total		27.74	235,500

The development of the Ridgecrest Commercial Specific Plan is intended to function as a single, integrated retail center providing for community oriented uses with a community-wide market base. Development of the Major Tenant, gas station, and freestanding commercial uses are to be designed to function cohesively with each other as a single center. To establish a high quality of integrated development throughout the entire Specific Plan area, the uses permitted in this specific plan are intended to be designed with convenient interconnecting vehicular and pedestrian access while sharing similar urban design and architectural features throughout the Specific Plan area.

Parcel 1. The Major Tenant, with all appurtenant structures and facilities, is proposed for the first phase of development. The Major Tenant would offer groceries and general retail merchandise including, without limitation, alcohol for off-site consumption, pool chemicals, petroleum products, pesticides, paint products, and ammunition. The Major Tenant would include a garden center, a pharmacy with two drive-through lanes, a vision and hearing care center, food service, a photo studio and photo finishing center, a banking center, and an arcade. The garden center would have an exterior customer pick up facility for pre-paid bagged garden supplies, such as potting soil, mulch, and manure. The Major Tenant would also include a tire and lube facility, which would engage in routine servicing and preventive maintenance of vehicles. Further, the Major Tenant would have outdoor seasonal sales and storage, and the building would include, without limitation, truck doors and loading facilities.

Outlot 1. A gasoline station is proposed for Outlot 1. The gasoline station would include up to 16 fueling pumps and would include a small attendant building, with no sales of merchandise other than fuel at the station.

Outlot 2 and Outlot 3. Outlots 2 and 3 are intended to be developed with freestanding commercial and retail uses. The anticipated uses for these outlots is a 5,000 square-foot fast food restaurant with drive-through on Outlot 2 and a 20,000 square foot shopping center and 5,000 square-foot fast food restaurant with drive-through on Outlot 3.

Figure 5 illustrates the Conceptual Site Plan for the Ridgecrest Commercial Specific Plan.

1. Permitted Uses

Table 20-40.3-2 establishes permitted uses for the Ridgecrest Commercial Specific Plan. Ancillary and accessory uses will be reviewed concurrently with each land use proposal. Ancillary and accessory uses that are not specifically listed as permitted may be approved subject to a determination of Substantial Conformance.

Table 20-40.3-2. Permitted Uses

Permitted Uses	
Addressograph services	
Alcohol Sales for offsite consumption (type 21 license)	
Ammunition sales (not including firearms)	
Any local retail business or service establishment such as grocery, fruit and vegetable stores, bakery, drugstore, barber and beauty shops, florists, laundromats, drive-thru dairies, clothes cleaning and dyeing, variety store, hardware stores, which supply services and commodities for residents of a neighborhood.	
Apparel stores	
Appliance stores	
Art and antique stores	
Art and craft schools and colleges	
Art galleries	
Art supply stores	
Auction rooms	
New and used automobile, motorcycle and boat sales rooms and service incidental thereto	
Automobile parts supply stores	
Automobile service stations and gas stations	
Bakeries	
Banks	
Bars, cocktail lounges and night clubs	
Bicycle shops	
Blueprint and photocopy shops	
Book stores and rental libraries	
Bowling alleys	
Bus depots and transit stations	
Business, professional and trade schools and colleges	
Camera shops, photographic supplies and photography studios	
Card rooms	
Car washes	
Catering shops	
Clothing and costume rental establishments	
Communications equipment buildings	
Confectionery and ice cream stores	
Department stores*	
Dry goods stores*	
Minor electrical and electronic equipment sales and service	
Escrow offices	
Farm equipment sales and services	
Financial institutions	
Florists	
Frozen food lockers	
Furniture stores	
Gardening supply sales	
Garden shops and nurseries	
Gift, novelty or souvenir shops	
Glass shops	
Grocery stores*	
Gunsmith shops	
Gymnasiums and health clubs	
Hardware stores	
Health food stores*	
Hobby stores	
Home furnishings	
Home improvement centers	
Hotels, motels and apartment hotels	

Ice cream and confectionery stores
Interior decorating shops
Jewelry stores
Leather goods and luggage stores
Lending agencies
Linen supply services
Live/work use
Locksmith
Manager/caretaker use
Medical, dental and orthopedic clinics or laboratories
Millinery shops
Mobile home sales
Mortuaries
Music and dance studios
Office and business machine sales and services
Offices which deal primarily in professional services in which goods, wares, merchandise are not commercially created, sold or exchanged for the private market, including medical offices, hospitals, engineering, architectural planning and landscape consulting, law, accounting, bookkeeping, banking and brokerage offices, travel agencies, medical and dental laboratories and clinics, not including hospitals, sanitariums, rest homes or nursing homes for mental patients or drug or liquor addiction cases
Paint and wallpaper stores
Paint product sales
Parcel delivery services
Pawn shops
Pet and bird stores
Petroleum product sales; Pesticide sales
Pharmacies, stand-alone or as part of a larger retail use*
Pool chemical sales
Prescription pharmacies in connection with medical office buildings, clinics or hospitals
Printing shops
Public and private charitable institutions
Radio and television broadcasting studios
Restaurants, including drive-in restaurants, cafes, and outdoor cafes*
Scientific instrument stores
Secretarial services
Shoe stores — sales and repair
Sign shops
Small animal hospitals and veterinary offices with no outside animal runs
Sporting good stores, including incidental boat sales
Sports arenas within buildings
Stamp and coin stores
Stationery stores
Storage garages
Superstore-type Stores including General Merchandise, Grocery, Pharmacy and other uses permitted independently in the CG zone*
Tailor and dressmaking shops
Telegraph offices
Theaters and auditoriums
Tire, battery and alignment services (not including large trucks)
Tobacco shops
Travel bureaus
Upholstery shops
Variety stores
Video Arcades
Vision and/or hearing services

Note: * 24-hour operations permitted

B. SITE DEVELOPMENT STANDARDS

1. General Standards

Table 20-40.3-3 presents the general development standards for the Ridgcrest Commercial Specific Plan:

Table 20-40.3-3. General Development Standards

Minimum Parcel Size	10,000 square feet
Maximum Building Height	60 feet
Minimum Building Setbacks	<p>Front Yard: 5 feet, unless</p> <ul style="list-style-type: none"> - Abuts Residential: 10 feet - Abuts southern boundary of the Specific Plan area: 20 feet <p>Side Yard: 0 feet, unless</p> <ul style="list-style-type: none"> - Abuts Street: 20 feet - Abuts Residential: 10 feet - Abuts southern boundary of the Specific Plan area: 20 feet <p>Rear Yard: 0 feet, unless</p> <ul style="list-style-type: none"> - Abuts Residential: 10 feet - Abuts southern boundary of the Specific Plan area: 20 feet

Notes: Building height shall be measured from the finished pad elevation to top of parapet, excluding architectural features.
 Setbacks shall be measured from the edge of rights-of-way or property line as applicable.
 Depressed ramps and stairways may project into required setbacks, yards or space between buildings more than 4 feet as approved by the Public Services Director.

Each approved increment of development shall contain the required amount of landscaping and number of parking and loading spaces, as set forth in this Specific Plan. Where common parking and/or landscape areas are proposed, appropriate easements and covenants, conditions, and restrictions (CC&Rs) shall be established to ensure adequate access throughout the Specific Plan area, and to ensure ongoing maintenance of common facilities.

2. Specific Use Development Standards

Automobile Service Stations

"Automobile Service Station" shall mean an establishment providing gasoline, oil, and other additives, and performing minor repairs and other customary repairs for automobile and light vehicles, but excluding painting, body work, steam cleaning, and major repairs. Automobile service stations shall adhere to the following standards:

- 1) Public restrooms shall be provided at full-service stations and at self-service stations when a building is provided exclusive of canopies.
- 2) Air and water facilities shall be made available for public use.
- 3) Each pump island may include computerized payment stations. Such stations shall be situated in a manner that will not cause interference with circulation or the sale of motor fuels.
- 4) Merchandise, wares, and crates, in the form of storage or displays, shall be permitted inside and outside of the building.
- 5) Hours of operation for the sale of motor fuels, lubricating oils, brake and cooling fluids, and such services and replacements as are permitted within the confines of a building are unlimited. Automobile repair operations hours shall be unlimited. Hours for delivery of products, including automobile fuels, are subject to Environmental Standard H-2.

General Maintenance. The premises shall be kept in a neat and orderly condition at all times, and all improvements shall be maintained in a condition of good repair and appearance.

No used or discarded automotive or truck parts or equipment or permanently disabled, junked, or wrecked vehicles may be stored outside of an enclosed building or stored within an enclosed building so as to be visible from public view. Vehicles retained on-site for service and/or repair shall be parked in an enclosed structure or within a clearly marked staging area. Outside staging areas shall be sufficiently screened from public view and located in a manner which does not interfere with normal flow of on-site traffic. Staging area(s) shall be maintained in a neat and orderly manner.

Location of Activities. All repair and service activities shall be conducted entirely within an enclosed service building, except as follows:

- The dispensing of petroleum products, water, oil, and air from pump islands.
- The dispensing of waste to outdoor trash areas.
- The provision of public telephones provided that they are well lighted, and in a location that is visible from a public street, and accessible on a 24-hour basis.

Rest Rooms. Service stations shall provide a men's and a women's public rest room which are accessible to the general public (including physically disabled persons), during all hours which the station is open to the public.

Air Pump and Water Supply. At least one air pump and water supply area shall be provided at each automotive service station, and shall be located such that its use will not conflict with on-site vehicular movement.

Noise. Outdoor public address systems are not permitted.

Signs. In addition to the signs otherwise permitted pursuant to this Specific Plan, one sign with a maximum of 10 square feet shall be permitted on each canopy over gasoline islands facing each street frontage.

In addition to canopy signs and the signs otherwise permitted pursuant to this Specific Plan, each service station shall meet the minimum requirements of the State of California regarding signage display of gasoline prices.

Operating Standards. Adult magazines shall be kept in racks providing for the shielding of cover pages and be individually wrapped in plastic shrink-wrap or bags. Adult magazines shall only be accessible to store employees. The sale of alcoholic beverages at automobile service stations shall conform to provisions of this Specific Plan and the Ridgecrest Municipal Code.

Drive-Through Facilities and Drive-Up Windows

"Drive-Through Facility" shall mean an establishment which provides service directly to the motorist either for consumption upon the site or elsewhere including establishments whose customers may serve themselves. Drive-through facilities shall adhere to the following standards:

- 1) Drive-through facilities and drive-up windows shall be permitted for all uses in the Specific Plan area.
- 2) Drive-up windows and remote tellers shall provide adequate space for the stacking of vehicles as measured from the service window or unit to the entry point into the drive-up lane.
- 3) Drive-up windows and remote tellers shall not be considered as justification for reducing the number of parking spaces that are otherwise required.
- 4) Pedestrian pathways shall be maintained in such a manner to allow the safe and convenient passage of persons across drive aisles.
- 5) Pedestrian pathways shall be clearly marked with paint and/or enhanced paving materials and designated with adequate and appropriate signage. Pedestrian pathways adjacent to drive aisles shall be separated by a raised curb, planter, berm, or other device to ensure a safe and adequate separation between pedestrians and motor vehicles.
- 6) Order board speakers shall be installed and maintained in a manner that diminishes and/or directs noise away from adjacent uses and public rights-of-way.

Operating Standards. Drive aisles, landscaped areas, and parking facilities associated with drive-through facilities shall be maintained in a neat and orderly manner. Drive-through facilities shall not constitute a nuisance to the Specific Plan area and/or adjacent uses due to noise, litter, loitering, smoke, or odor.

3. General Design Concepts

Within the Ridgecrest Commercial Specific Plan, site design addresses the nature and function of the use, building, or feature being considered. Architectural design and details are to be integrated throughout the Specific Plan area and oriented to areas within public view. Design within the Ridgecrest Commercial Specific Plan shall meld function and form, not one to the exclusion of the other.

To facilitate design integrity between the variety of uses within the Ridgecrest Commercial Specific Plan, the following standards shall be adhered to:

- 1) Placement of buildings shall consider the existing context of the commercial area, the location of adjacent land uses, and the location of major traffic generators.
- 2) The architecture (height, scale, style) of each building within the Specific Plan area shall be compatible with other structures within the Specific Plan. Building sites shall be developed in a coordinated manner to provide order and diversity and avoid disorderly development.
- 3) Buildings within the Specific Plan site shall be typical of other large-scale retail operations. Developers may incorporate "prototype" architectural standards in the design and development of structures within the Specific Plan area. Buildings shall maintain simple rectangular forms which may be broken up by creating horizontal emphasis through the use of reveals, trellises, landscaping, trim, windows, eaves, cornices, complimentary colors or other architectural and design devices.
- 4) Large smooth, unarticulated surfaces shall be avoided. A mixture of smooth and textured blocks for concrete walls is encouraged. Exterior materials requiring high maintenance responsibilities such as stained

wood, clapboard, or shingles shall be avoided. Large areas of intense white or dark colors shall be avoided. Subdued colors should be used as dominant overall colors. Bright colors shall only be used for trim and/or specialized uses (store identification, etc.).

- 5) Enhancements that achieve a sense of scale and rhythm, including horizontal and vertical linear elements, score lines, and offsets, shall be installed and maintained on the South China Lake Boulevard and Bowman Road facades.
- 6) Prior to submittal for Building Plan Check and the issuance of building permits, full color rendering and color boards representing the exterior colors and materials to be used shall be submitted to the Planning Services Department.
- 7) Exterior mechanical equipment shall be screened from public view.
 - Backflow devices shall be screened by landscaping and walls.
 - All roof mounted heating and cooling equipment shall be screened from view by a parapet or other structural feature and designed to match the total structure.
 - All ground-mounted utility appurtenances shall be located away from public view or adequately screened. Screening should be of a material complimentary to the structure and/or heavy landscaping and berming.
- 8) Wall mounted items such as roof ladders and electrical panels shall not be located adjacent to public rights-of-way, unless secured to prevent public access. Service areas (areas for loading/unloading, unpacking of goods, auto service, tire centers, etc.) shall be simple and efficient, and shall not interfere visually or physically with other building operations. No utility appurtenances shall be permitted directly within a pedestrian area.
- 9) All new gas, telephone lines, and electrical lines of 12 kV or less within the Specific Plan area shall be placed underground.
- 10) All development within the Specific Plan area shall comply with all applicable building codes and the requirements of the City, County, State and other responsible agencies.

Figure 6 illustrates the conceptual exterior elevations for the Major Tenant within the Specific Plan area. Any buildings proposed on Outlots 1, 2, or 3 of this Specific Plan shall have a compatible architectural design.

4. Landscaping

The quality environment envisioned for Ridgecrest Commercial Specific Plan site will be established, in large part, by its landscape treatment. Landscaping is to be designed to highlight positive visual features, to screen negative ones, and to provide a cool, pleasant outdoor environment. Landscaping is also intended to give structure and identity to the overall project. The following landscaping standards shall be adhered to:

- 1) Prior to issuance of construction permits, the landscape and irrigation construction drawings shall conform substantially to the Conceptual Landscape Plan and Plant Palette of the Ridgecrest Commercial Specific Plan identified in Figures 7 and 8. Final Landscaping Plans shall be submitted for the approval by the Planning Services Director.
- 2) Permanent automatic irrigation systems (including drip systems) shall be provided in all landscaped areas.
- 3) Within individual landscaped areas, a variety of drought-tolerant and other plant materials shall be utilized that require only the amount of water necessary to keep plants healthy and thriving.
- 4) Drip irrigation systems are highly recommended within the Specific Plan area. If traditional irrigation systems are utilized, sprinkler heads located immediately adjacent to parking areas should be of the "pop-up" variety instead of risers.
- 5) The irrigation system shall be designed so that overspray onto structures, streets, sidewalks, windows, walls and fences is avoided.
- 6) Landscaping shall be completed and signed off by the Public Services Department prior to occupancy.
- 7) Landscaping shall be maintained in an acceptable manner with dead and destroyed landscape items replaced as soon as practical.
- 8) Planters shall not drain into parking areas so as to accumulate mud or other unsightly residue.
- 9) Building setbacks that are not used for drive entries, parking, loading, or approved outdoor uses shall be fully landscaped. All unpaved areas within developed portions of the site shall be landscaped.
- 10) No landscaping shall be required adjacent to the portions of buildings where loading doors and customer pick-up areas are located.
- 11) The parking lot landscaping shall include an adequate amount of trees, shrubs and appropriate ground cover to minimize urban heat island and provide for a pleasant and appealing pedestrian experience throughout the parking areas. A shaded walk way shall be installed in two locations along the interior islands as shown on Figure 7.

- 12) Planters shall be located around the perimeter of the Specific Plan area and within parking areas. All shrub areas shall be under planted with groundcover.
- 13) All trees used within required landscaped areas, including parking areas, shall have a minimum size of 15 gallons.
- 14) All shrubs used within required landscaped areas, including parking areas, shall utilize a mixture of sizes (1-5 gallons) and shall be dispersed evenly throughout the landscaped areas.
- 15) Tree plantings along the street frontages of South Lake China Boulevard, Bowman Road, and Silver Ridge Road shall be designed to break up long building facades along the street frontage. This shall be achieved by clustering trees into informal drifts, leaving no more than 100 feet between such clusters. The area between such clusters shall be planted with a combination of trees, shrubs, turf, and groundcover planted in a clearly perceptible pattern that creates a sense of scale or rhythm along these roadways.
- 16) In addition to turf and trees, flowering shrubs and ground cover shall be planted along the length of the South Lake China Boulevard and Bowman Road perimeter. Such landscaping shall be designed to complement the pattern established by the tree planting.
- 17) Enhanced landscape features shall be installed along the southern perimeter of the project site to enhance the view from the existing uses to the south.
- 18) Landscaping along public rights of way shall be designed to aesthetically screen and soften blank walls, parking areas, storage areas, utility boxes, and other non-aesthetic items.
- 19) The planting of hedge shrubs along exterior structures and screen walls is encouraged to deter potential graffiti.
- 20) All landscaped areas shall be delineated with a minimum 6-inch high and 6-inch wide concrete curb or equivalent.
- 21) Mulch shall be applied in a 2-inch layer in all shrub and groundcover areas.
- 22) Prior to occupancy of any business within the Specific Plan area, all perimeter landscaping shall be planted along South Lake China Boulevard and Bowman Avenue.
- 23) Landscaping shall be planted concurrent with the development of individual lots within the Specific Plan area.
- 24) All trees within the Specific Plan area shall be staked or provided with guy wires.
- 25) Along the Specific Plan area frontage, Silver Ridge will have a meandering parkway sidewalk with varying landscaping to enhance the rear of Major Tenant.
- 26) The landscape plans shall include a landscape treatment and maintenance plan for the graded portion of the three outlots post-grading and pre-construction.

Figures 7 and 8 illustrate the Conceptual Landscape Plan and Plant Palette for the Ridgecrest Commercial Specific Plan.

5. On-Site Circulation, Parking, and Loading

On-Site Circulation

The on-site circulation standards within the Ridgecrest Commercial Specific Plan will ensure the efficient and safe passage of vehicles and pedestrians to and from the various commercial uses within the Specific Plan area. On-site circulation within the Specific Plan area shall adhere to the following requirements:

- 1) On-site circulation shall be designed for efficient vehicular and pedestrian movement, and is to be logical and easily understood by visitors. For example, where one-way movement is necessary, the design of the circulation system shall discourage individuals from entering an exit. In addition, service access routes shall not conflict with other on-site circulation routes.
- 2) The circulation system shall include adequate directional signs for entrances, exits, parking areas, loading areas, and other uses.
- 3) On-site driveways shall be permitted to provide common access between the Specific Plan area and adjacent properties.
- 4) Site lines required for safe automobile movement shall be kept clear. Screens and structures shall not be located where they would block such site lines, both entering and leaving the individual developments, and the project site.
- 5) The design and location of vehicular entries (curb cuts) for individual development sites shall be such that the driver has ample time to perceive them when approaching the site. Intersections and driveway approaches should be kept clear of obstructions such as traffic signal standards and landscaping.

- 6) Individual buildings and parcels need not have direct access to a public street; however, sufficient easements and/or reciprocal access agreements shall be recorded to ensure that adequate ingress and egress is available to each lot and building within the Specific Plan area.
- 7) Adequate pedestrian amenities such as benches and shade structures (or shade trees) shall be installed at or near building entrance(s) or at the curbside/sidewalk adjacent to buildings within the Ridgecrest Commercial Specific Plan area.
- 8) Pedestrian walkways shall be constructed of enhanced paving materials or otherwise distinguished from the surrounding paved areas.
- 9) On-site pedestrian walkways should provide direct, safe, and adequate movement paths between parking areas and building entrances.
- 10) Truck access to and from the Major Tenant shall follow the routes as illustrated in Figure 9.
- 11) Bus shelters will be installed at the site to accommodate existing City Dial-A-Ride transportation services.
- 12) Construction routes shall be identified prior to the construction stages and the Developer shall submit a map detailing the route to be followed by vehicles making deliveries of equipment, materials, and soils to and from the site to the Public Services Director for review and approval prior to the issuance of grading permits.

Parking

Off-street parking configurations within the Specific Plan area shall adhere to the following requirements:

- 1) One parking stall per 300 square feet of net floor area shall be required for retail uses in the Specific Plan area, except for building area dedicated for nursery or garden-center sales for which one parking stall per 1,000 feet of net floor area shall be required. (Coffee rooms, restrooms, hallways and mechanical rooms for heating and cooling shall not be used in calculating the required parking spaces unless otherwise stated as gross area. Where these areas are not known as in the case of a shell building, 15 percent of the gross square footage shall be deducted for the non-productive use, the remainder of which shall be used to calculate the required parking. Additionally, outdoor display areas, seasonal or permanent, shall not be used in calculating the required parking spaces.)
- 2) Parking spaces shall have the minimum dimensions of 10' x 20', with a 1-foot double stripe between spaces where required by adopted City standards. A recreation vehicle parking space shall have a minimum of 10' x 24'.
- 3) Not more than 20 percent of the required parking spaces may be designed for compact automobiles. Every space used shall be clearly marked as a "compact" space. The minimum dimensions for compact spaces shall be 7.5' x 15', with a 1-foot double stripe between spaces where required by adopted City standards. The net aisle width shall not be reduced.
- 4) Tandem parking spaces may be permitted the Public Services Director, but shall be limited to use by employees of the facility and shall be so assigned.
- 5) When, after computing the number of parking spaces required, there appears a fractional requirement of one-half space or more, one additional parking space shall be required. If less than one-half, no additional space is required.
- 6) All parking areas shall be paved with Portland cement, concrete, asphalt or other appropriate approved material as established by the Public Works Director. Four inch curbing or wheel stops shall be provided around parking lots. Planters shall not drain into parking lots so as to accumulate mud or other unsightly residue.
- 7) The off-street parking provisions of this section shall not be required for unattended public utility facilities.
- 8) Handicapped parking spaces shall be provided in all parking lots in accordance with applicable state regulations.
- 9) On the same premises with every building, structure or part thereof erected or occupied for manufacturing, storage, warehouse, goods display, department store, wholesale or retail market, hotel, restaurant, hospital, laundry, dry cleaning plant, bus terminal, or other uses similarly involving the receipt or distribution of vehicles carrying materials, merchandise or passengers, there shall be provided and maintained on the lot adequate space for standing, loading and unloading services in order to avoid undue interference with the public use of the streets or alleys. Required loading spaces may be included within the required parking space adjacent to a building.
- 10) Employee parking is deemed to be included in the general requirement of one parking stall per 300 square feet of gross floor area.
- 11) Drive aisles for parking areas shall be designed to the dimensions as shown on the Conceptual Site Plan (Figure 5).
- 12) Parking spaces shall be oriented to ensure visibility of pedestrians, bicyclists and other motorists while entering, leaving or circulating within a parking area.

- 13) Parking areas shall be provided with curbs, bollards, or similar permanent devices where necessary to prevent parked vehicles from bumping buildings, landscaping, or perimeter walls.
- 14) Parking areas shall have lighting capable of providing adequate illumination for safety and security. Such lighting shall be indirect, hooded, and arranged to reflect light away from adjoining properties and streets; and shall comply with the lighting standards included in this Specific Plan.
- 15) The installation of parking facilities shall occur concurrently with the development of individual parcels and shall be designed for interconnecting access to future subsequent development.
- 16) Parking lot design shall be integrated throughout the Specific Plan area and shall not be constructed as independent "stand-alone" lots that serve only one particular use.
- 17) Commercial grade bicycle racks shall be conveniently located close to the building.

Loading

- 1) Loading spaces shall have the minimum dimensions of 10' x 20', with a 1-foot double stripe between spaces where required by adopted City standards, unless a greater size is approved by the Public Services Director.
- 2) Loading areas shall be designed to provide for backing and maneuvering on site and not from or within a public street. Direct loading from a public street shall not be permitted.
- 3) Loading areas may be permitted adjacent to a public street provided they are screened by a combination of screen walls, ornamental landscaping, and/or portions of on-site buildings.
- 4) Loading areas visible from a public street or parking area shall be screened by solid wing walls (constructed of materials such as concrete, concrete block, masonry, and brick) and/or appropriate landscaping so that said loading area is adequately shielded from public view. All such loading areas shall be maintained in a clean and orderly condition.
- 5) Screen walls and wing walls shall be provided adjacent to loading doors and loading areas and shall be of a compatible material with adjacent buildings, and shall be of sufficient height to provide adequate visual screening.
- 6) On-site truck maneuvering to and from the loading areas shall be provided to accommodate the turning radius of a 66-foot extra-large semi-trailer as shown in the Conceptual Truck Route Plan (Figure 9).

6. Outdoor Storage

The following standards shall be applicable within the Ridgecrest Commercial Specific Plan area:

- 1) Outdoor storage, including receptacles designed for the above-ground storage of hazardous materials, shall be adequately screened from public view.
- 2) Refuse storage and disposal areas, other than trash compactors, shall be provided within trash enclosures which are screened on at least three sides from public view by a solid wall which is not less than 6 feet in height. The fourth side shall consist of a solid metal gate painted to match or coordinate with the adjacent building (slatted chain link is not acceptable). This includes the cardboard bale and pallet area, as shown on Figure 5 behind the Major Tenant. Cardboard bales shall be removed as soon as possible.
- 3) Refuse bins shall be provided in sufficient number, and shall be placed in convenient location(s).
- 4) Trash enclosures shall also accommodate recycling bins.
- 5) All trash shall be deposited in the trash enclosure, and the gate leading thereto shall remain closed except when in use, and shall remain in good working order.
- 6) Trash areas shall not be used for storage. The premises shall be kept in a neat and orderly condition at all times, and all improvement shall be maintained in a condition of good repair and appearance.
- 7) Adequate shopping cart storage shall be provided for the Major Tenant as shown in the Conceptual Site Plan (Figure 5).
- 8) Temporary outdoor storage is prohibited.
- 9) No storage of material shall be on the outside of the building.
- 10) Outdoor storage provisions do not apply to outdoor sales areas, sidewalk sales, and "garden centers." Sidewalk sales on patios immediately adjacent to commercial buildings ("on-curb") are permitted. Sales within parking areas ("off-curb") are permitted.

7. Walls and Fencing

Walls and fences shall not be used, unless needed or required for screening, security, or buffering land uses. Within the Ridgecrest Commercial Specific Plan, walls and fences may be used to screen parking areas, loading and

storage areas, refuse receptacles, and utility structures. The intent is to keep the walls as low as possible while still performing their screening function. Walls and fences shall be designed to complement the architectural design, color and materials of adjacent buildings. Landscaping shall be used in combination with walls when possible. The southern boundary of the adjacent Desert Christian Church shall either have a six foot block wall, a wrought iron fence, or some combination, subject to the agreement of the Desert Christian Church.

8. Signage

Signage and graphics will be an important element within the Ridgecrest Commercial Specific Plan. The intent of the sign program is to provide individual tenants maximum sign exposure in a manner that will complement the overall image of the project. Compatibility of sign size and quality is desired, along with a varied palette of style and character. This combination will enhance the individuality and personality of each individual development within the project area. The definitions stated in Ridgecrest Municipal Code Section 20-26.2 are incorporated herein. The following requirements pertaining to signs include:

- 1) Directional signs, ground signs, roof signs, wall signs, monument signs, pole signs, marquee signs, nameplates, portable signs, projecting signs, statuary signs, temporary signs, and window signs shall be permitted in the Specific Plan area without further approval.
- 2) Maximum height for monument signs: 8 feet
- 3) Maximum height for pole signs: 20 feet
- 4) Maximum height for wall, roof and window signs: 60 feet
- 5) Minimum setback for all signs excepting wall, projecting and monument signs: 5 feet
- 6) Aggregate sign area total for all permanent signs: (2.0 square feet)*(length of building frontage).
- 7) Each tenant will be responsible for providing one's own building signs. All tenant identification signs shall be constructed and installed at the tenant's expense. Each tenant is responsible for obtaining all required sign and building permits from the City. Each tenant shall be responsible for all fees required.
- 8) Tenant wall signs shall be limited to internally illuminated signs with individual channel letters, a plexiglass face, and sheet metal returns and trim caps. Logos and corporate slogans need not consist of individual letters.
- 9) Any requested deviation from the approved sign program shall require the approval of the Public Services Director. Tenants shall be responsible for compliance with this program and all City codes and requirements.
- 10) All ground-mounted signs must be set back from the ultimate curb face and positioned so as not to create a hazard for either pedestrian or vehicular traffic. Permanent ground signs shall be fabricated of sturdy, quality materials.
- 11) Monument signs should be incorporated into landscaped areas to minimize visual mass.
- 12) All signs and their supporting structures shall be constructed of metal, wood or comparable weatherproof material and shall be enclosed as to provide against their infestation by birds and vermin.
- 13) No sign shall be installed which will impede minimum safe sight stopping distance as per Caltrans Highway Design Manual.
- 14) Billboards are prohibited

Unless otherwise stated herein, all signage provisions and regulations of the Ridgecrest Municipal Code shall apply to the Ridgecrest Commercial Specific Plan area.

9. Noise

The operation of any facility within the Specific Plan area shall comply with Environmental Standards H-1 to H-3, along with the noise standards contained in the Noise Element of the Ridgecrest General Plan. Outdoor public address systems, where permitted, shall be on low volume during the hours of 10:00 p.m. and 7:00 a.m.

10. Lighting

Public Area Lighting

Public area lighting refers primarily to street lights along public streets. Street lights shall be approved by the City, both in type and location.

Site Lighting

The following section addresses illumination of on-site areas for purposes of safety, security, and nighttime ambience, including lighting for parking areas, pedestrian walkways, graphics and signage, architectural and

landscape features, shipping and loading areas, and any additional exterior areas. Lighting of the Major Tenant site will be provided as shown in the Conceptual Photometric Plan (Figure 10). All other lighting proposed throughout the Specific Plan area shall comply with the Ridgecrest Municipal Code and the following lighting standards:

- 1) Light poles may be up to 25 feet in height.
- 2) Lighting sources shall be shielded, diffused, or indirect in order to avoid glare to pedestrians and motorists.
- 3) Lighting fixtures should be selected and located to confine the area of illumination to within the site boundaries.
- 4) To minimize the total number of freestanding light standards, wall-mounted lights should be utilized where feasible and consistent with building architecture.
- 5) The Developer shall provide a security plan for review and approval by the Public Services Director in consultation with the City of Ridgecrest Police Department prior to the issuance of the Certificate of Occupancy for the Major Tenant. The plan shall include, at minimum, adequate parking lot lighting for safety and security, along with an alternative to full lighting during low store use times between 10:00 p.m. and daybreak.

SECTION 20-40.4 INFRASTRUCTURE AND GRADING

The following section describes the backbone infrastructure systems required to serve the development of the Ridgecrest Commercial Specific Plan. Development of the Specific Plan area may occur in phases. The initial intended phase, as depicted in Figure 5, includes a Major Tenant. Figures provided in this Specific Plan depict the first intended phase of development, and includes more detail than the remaining portions of the Specific Plan area. Details on the subsequent intended development phases of the Specific Plan area, including infrastructure details, will be determined as development moves forward. The conceptual utility plan for the intended initial development phase of the Ridgecrest Commercial Specific Plan is illustrated in Figure 11. The off-site improvements that will be completed to serve the project area are illustrated in Figure 12.

A. UTILITIES

1. Water Facilities

The Specific Plan area water supply system will consist of installation of local extensions off of the existing water mains either along West Bowman Road or the old College Heights Boulevard easement and would include water main and infrastructure upgrades. The Specific Plan area's water demands have been accounted for in the Indian Wells Valley Water District (IWWVD) Urban Water Management Plan (UWMP), which sets forth water requirements for anticipated growth for the next 25 years.

The Specific Plan area's anticipated water demands are estimated to be 25,680 gallons per day (gpd) or 0.02568 million gallons per day (mgd) (Table 20-40.4-1).

Table 20-40.4-1. Estimated Average Daily Water Use

Land Use	Size (sf)	Generation Rate ^a	Total Daily Water Demand (gpd)
Major Tenant	205,000	96 gallons/1,000 sf/day	19,680
Gas Station	4 toilets ^b	120 gallons/toilet/day	480
Shopping Center	20,000	96 gallons/1,000 sf/day	1,920
Fast Food Restaurant	10,000	360 gallons/1,000 sf/day	3,6000
Total			25,680

Notes: sf = square feet; gpd = gallons per day

^a Source: City of Los Angeles, Draft L.A.CEQA Thresholds Guide Exhibit K.2-11. May 14, 1998. Water consumption assumed to be 120% of wastewater generated for a given land use.

^b Gas station uses assumed four toilets.

2. Wastewater Facilities

The Lahontan Regional Water Quality Control Board (LRWQCB) enforces wastewater treatment and discharge requirements for the project area. The project would convey wastewater via municipal sewage infrastructure maintained by the City of Ridgecrest Sewer Department to the local wastewater treatment plant. The project developer will pay for the cost and installation of all sewer lines needed to serve the Specific Plan area.

The Specific Plan's conceptual sewer system plan includes the construction of gravity sewer improvements with an extension to the east along Bowman Road, then north along Forest Knoll Street to connect to the existing 21-inch

ACP sewer main in Upjohn Avenue. In the alternative, the proposed sewer system would include the construction of a lift station tying into the existing sewer line in China Lake Boulevard. All sewer extensions will be constructed within existing public rights-of way once they leave the Specific Plan area. There is a sewer main approximately 3 miles south of the plan area. Sewage from the area would be conveyed via sewer infrastructure to the local treatment plant. The conceptual off-site sewer plan is illustrated in Figure 13.

Currently the plant treats an average daily flow of 2.5 mgd and has capacity to treat an average daily flow of 3.7 mgd. It is estimated that the Specific Plan area would generate 21,400 gallons (0.0214 mgd) of wastewater daily as shown in Table 20-40.4-2.

Table 20-40.4-2. Estimated Wastewater Generation

Land Use	Size (sf)	Generation Rate ^a	Total Daily Water Demand (gpd)
Major Tenant	205,000	80 gallons/1,000 sf/day	16,400
Shopping Center	20,000	80 gallons/1,000 sf/day	1,600
Gas Station	4 toilets ^b	100 gallons/toilet/day	400
Fast Food Restaurant	10,000	300 gallons/1,000 sf/day	3,000
Total			21,400

Notes: sf = square feet; gpd = gallons per day

^aSource: City of Los Angeles, Draft L.A. CEQA Thresholds Guide Exhibit K.2-11, May 14, 1998. City of Los Angeles wastewater generation rates are considered acceptable to utilize per written communication from Joe Pollock, Assistant Director, City of Ridgecrest Public Works Department, January 19, 2006.

^bGas station uses assumed four toilets.

3. Storm Drains

The Specific Plan area is located within Bowman Wash and the College Heights Wash. These drainage areas contain several subareas that contribute to two channels that converge at the southwest corner of the Specific Plan area. The City has designed and is in the process of implementing a Storm Drain Master Plan designed to accommodate a storm recurrence interval of 100 years.

The following drainage improvements that implement the City's Storm Drain Master Plan will be constructed as part of the Specific Plan:

- Channel BW-9: existing channel will be completely regarded and improved along Bowman Road from Norma Street to China Lake Boulevard with native sides and floor
- Culvert BW-10: reinforced concrete culverts and/or pipes will be installed under China Lake Boulevard, connecting BW-9 to BW-11
- Culvert CHW-17: a concrete arched span culvert will be installed under East Bowman Road to connect CHW-16 to BW-11
- Channel BW-11: proposed storm drain channel improvements along the north side of Bowman Road will be graded and improved from South China Lake Boulevard and will extend east to Sunland Drive to convey the flows currently on Bowman Road
- A culvert will be installed to route onsite drainage to BW-11
- Culvert BW-12: a box culvert or pipe crossing will be installed under Sunland Road to connect BW-11 to BW-13 along Bowman Road
- Channel CHW-12: channel improvements from Bataan Avenue to southern site boundary with native sides and floor
- Channel CHW-16: channel improvements from CHW-12 to East Bowman Road with native sides and floor
- Culvert CHW -16 crossing: a proposed concrete arched span culvert will be installed where CHW-16 crosses under West Entrance Driveway
- Channel BW-13: channel retention basin improvements (existing flow path) along the north side of Bowman Road from Sunland Drive to Forest Knoll Street with native sides and floor

Runoff from the project site, as well as off-site flows, will be directed and collected in detention and retention ponds. All contaminants gathered during such routine cleaning would be disposed of in compliance with the Standard Urban Storm Water Mitigation Plan (SUSMP). The channel improvements proposed as part of the project are illustrated in Figures 14a through 14g. A final drainage plan shall be submitted for approval by the Public Services Department prior to commencing any construction.

4. Solid Waste Disposal

Ridgecrest Sanitation is the only authorized franchise waste hauler for the Ridgecrest area. Wastes are delivered to the Ridgecrest Sanitary Landfill, which is located at 3301 Bowman Road, west of Jack's Ranch Road. The Ridgecrest Sanitary Landfill has a peak permitted tonnage of 701 tons per day, and the current remaining daily flow capacity is 554 tons. The landfill's expected closure date is February 2014, but the facility is proposing a vertical and horizontal expansion that would allow the facility to operate through 2036. It is estimated that the Specific Plan area would generate approximately 2,205,000 pounds of solid waste per year (or 3.02 tons per day), as shown in Table 20-40.4-3.

Table 20-40.4-3. Estimated Solid Waste Generation

Land Use	Size (sf)	Generation Rate ^a	Total Solid Waste Generation (lbs/year)
Major Tenant	205,000	9 lbs/sf/year	1,845,000
Shopping Center	20,000	7 lbs/sf/year	140,000
Gas Station	^b	^b	0
Fast Food Restaurant	10,000	22 lbs/sf/year	220,000
Total			2,205,000

Notes: sf = square feet; lbs = pounds

^a Source: Kern County Waste Management Department Solid Waste Work Sheet, October 2004.

^b The amount of solid waste generated by a gas station is minimal, as individuals only use the site for a short amount of time while fueling up their vehicles.

5. Natural Gas

Natural gas service to the Specific Plan area will be provided by Pacific Gas and Electric (PG&E). Figure 11 identifies the locations of the proposed natural gas lines to serve the first phase of development in the Specific Plan area.

6. Fire

All fire hydrants shall be American Waterworks Association approved. The Kern County Fire Department must review and approve all water improvement plans prior to installation. All structures shall include a sprinkler system built to Kern County Fire Department standards.

7. U.S. Mail

The United States Postal Service will be consulted as to the location of a Mail Depository which will be installed per USPS recommendations.

8. Electricity and Telephone

The Specific Plan area is located within the Southern California Edison Company (SCE) service territory. SCE would provide electrical services to the proposed project. Telephone service to the Ridgecrest Commercial Specific Plan Site will be provided by Verizon. Figure 11 identifies the locations of the proposed electrical and telephone service lines to serve the first phase of development within the Specific Plan area. The installation of a raceway at a future location for electric car charging stations will be considered.

All wires, conductors, cables, raceways, and conduits for electrical, telephone and similar services that provide direct service to any property shall, within the boundary lines of such property, be installed underground. Associated equipment and appurtenances such as surface mounted transformers, pedestal mounted terminal boxes, meters, and service cabinets may be placed aboveground and shall be screened and located behind the front setback line of said property.

B. PROJECT ACCESS

Access to the Specific Plan area will be provided by one driveway from South China Lake Boulevard, two driveways along West Bowman Road, and a truck service entrance from Silver Ridge Street at the east end of the Specific Plan area. The driveway access on South China Boulevard will be a right-in/right-out only driveway. The first driveway east of South China Lake Boulevard on West Bowman Road will also be a right-in/right-out only driveway. The easterly West Bowman Road driveway will be a signalized full access driveway. The truck entrance from Silver Ridge Street at the east end of the Specific Plan area will be used primarily by service vehicles to gain access to the loading areas at the rear of the proposed Major Tenant. Although Silver Ridge Street is the primary truck entrance, it will be shared by delivery trucks and customers and appropriate signage should be used. Signage identifying weight limits for delivery trucks shall be placed along Silver Ridge Street at Specific Plan Area southern boundary to discourage truck traffic from using Bataan Avenue and College Heights Boulevard. As shown on Figure 12, the following off-site circulation improvements will be constructed as part of the Specific Plan:

- China Lake/Bowman Signal: traffic signal will be installed at South China Lake Boulevard and Bowman Road and associated turn lanes
- East Bowman Road: East Bowman Road will be widened to two lanes each direction with a 20 foot median along the northern boundary of the site South China Lake Boulevard to Silver Ridge Street. East of Silver Ridge Street, East Bowman Road will be widened to two lanes each direction from Silver Ridge Street to existing road conditions at Sunland Street with transition from improved road to existing conditions
- Sunland Street: Sunland Street will be paved with two 12 foot travel lanes and 8 foot compacted native shoulders from Dolphin Avenue to Upjohn Avenue
- Bataan Avenue: Construct and pave Bataan Avenue with two 12 foot travel lands and 8 foot compacted native shoulders from existing terminus near Desert Christian Center to Silver Ridge Street.
- Silver Ridge Street: Construct and pave two 12 foot paved travel lanes curb to curb along Specific Plan frontage and construct and pave two 12 foot paved travel lanes and 8 foot compacted native shoulders from southern Specific Plan boundary to Bataan Avenue
- Bowman Entrance signal: traffic signal will be installed at the main entrance on Bowman Road
- South China Lake Boulevard: Road improvements will include the transition from improved intersection at Bowman Road to existing conditions
- West Bowman Road: road improvements will include the widening of West Bowman Road to two lanes each direction at the existing Wal-Mart frontage and transition to existing improvements west of existing Wal-Mart.

The proposed physical configurations of the right-of-ways will allow for safe and efficient travel to and from the site. Administrative provisions and signage of the Specific Plan will facilitate direction and access throughout the project site. Truck traffic shall follow the routes established in Figure 9. Public transportation will be permitted throughout the Specific Plan area.

C. GRADING

Given the relatively level topography within the Specific Plan area, development will result in modest changes to topography and ground surface features to primarily address drainage flow. The conceptual grading plan for the intended initial phase of development within the Specific Plan area is illustrated in Figure 15. The final site grading plan shall be submitted for approval by the Public Services Department prior to commencing any construction.

SECTION 20-40.5 ADMINISTRATION

A. PERMIT PROCESSING

It is anticipated that the Specific Plan will be developed in phases. It is anticipated that the initial phase will be the development of Major Tenant portion of the Ridgecrest Commercial Specific Plan area is set forth in Figure 5. Development of the Major Tenant area which is consistent with the provisions of the Ridgecrest Commercial Specific Plan and Figure 5 may proceed directly to ministerial building permit and construction plan review.

Development of Outlots 1, 2 and 3, as shown on Figure 5, will be subject to Site Plan Review, as provided in the Ridgecrest Municipal Code Section 20-22.

Architectural elevations and colors shall be approved by the Planning Services Director.

B. SUBSTANTIAL CONFORMANCE

1. Purpose of Substantial Conformance

The purpose of substantial conformance is to provide a mechanism for implementing the Specific Plan. During review of construction plans and building permit applications, the Public Services Director or designee will have the limited ability to interpret the Specific Plan and determine that the proposed Major Tenant development is in substantial conformance with the Ridgecrest Commercial Specific Plan. Substantial conformance may include, but is not limited to, inclusion of land uses not listed in Chapter 3 of the Specific Plan; modifications that might be necessary to comply with applicable infrastructure, public services and facilities requirements, and landscape palette; minor adjustments to the Major Tenant and other issues except that unless specifically permitted by the provisions of this Specific Plan, substantial conformance shall not include modifications in the basic design of the project; significant changes to the height or bulk of the approved uses; or increases in the density or intensity of the approved uses.

The use of substantial conformance is intended to ensure orderly development, quality aesthetic design, and safe and harmonious placement of uses within the Specific Plan area. Determinations of substantial conformance (unless specifically noted otherwise) shall be made by the Public Services Director or designee administratively, without the need for a public hearing. In making a determination of substantial conformance, the Public Services Director or designee shall first make all of the required findings set forth in this chapter.

2. Guidelines for Determination of Substantial Conformance

The following guidelines define the provisions of the Specific Plan subject to determinations of substantial conformance, and the limits placed on the degree of variance from the provisions of the Specific Plan that can occur through the substantial conformance procedure.

Permitted Land Uses

Land uses not listed as permitted in Chapter 3 of this Specific Plan may be permitted, subject to a determination of substantial conformance, provided that:

- The proposed use is compatible with the uses permitted described in Chapter 3 of this Specific Plan; and
- The proposed use is similar to and will not cause environmental impacts substantially greater than the other permitted uses set forth within Chapter 3 of the Ridgecrest Commercial Specific Plan.

Infrastructure

Any modifications to the alignment of access roads; parking lot configurations, or adjustments to individual infrastructure facilities plans such as drainage, sewer, water, and utilities shall be subject to substantial conformance review and approval by the Public Services Director or designee. Prior to a determination of substantial conformance, the Public Services Director or designee shall make the finding that the proposed modification will not result in any environmental impacts substantially greater than those which would occur in the absence of the substantial conformance determination.

Environmental Mitigation Standards

The Public Services Director or designee may approve minor variations from the environmental standards set forth in Chapter 6 of this Specific Plan, subject to a determination of substantial conformance. In making such a determination, the Public Services Director or designee shall first find that the proposed variation provides substantially equivalent environmental protection as the originally approved standard.

Other Specific Plan Provisions

Provisions of the Specific Plan not identified above, including Figure 5; architectural details; landscape palette; building size, height, bulk, and orientation; parking lot layout; and other plan details may be modified utilizing substantial conformance provisions. In making such a determination, the Public Services Director or designee shall be required to find that the revisions requested under substantial conformance are consistent with the provisions of the Ridgecrest General Plan, and will not create impacts substantially greater than those that would have resulted from the original approval of the Specific Plan.

A maximum 10 percent modification to permitted lot coverage, setbacks, floor area (other than the maximum allowable with the project site), and fence and wall heights may be permitted subject to a determination of substantial conformance by the Public Services Director or designee. In making such a determination, the Public Services Director or designee shall be required to find that the revisions requested under substantial

conformance are consistent with the provisions of the Ridgecrest General Plan, and will not create impacts substantially greater than those that would have resulted from the original approval of the Specific Plan.

The required parking spaces may be reduced by the Public Services Director or designee subject to a determination of substantial conformance following preparation of a parking study that demonstrates the proposed reduction in parking spaces is justified based on the mix of uses within the Specific Plan area and the use of shared parking between those uses.

A Sign Permit Application shall be submitted with a comprehensive sign program for approval by the Public Services Director.

C. SUBSTANTIAL CONFORMANCE PROCEDURE

1. Application

Applications for the determination of substantial conformance shall be made on forms provided by the Public Services Director or designee and shall be accompanied by a filing fee, equivalent of a Site Plan Review. Applications shall be made by the owner of the property for which the approval is sought, or an authorized agent.

2. Hearing

No public hearing shall be required for a determination of substantial conformance.

3. Action by Reviewing Authority

The reviewing authority for a determination of substantial conformance shall be the Public Services Director or designee. The reviewing authority shall take action by providing written notice to the applicant approving, conditionally approving, or denying the determination of substantial conformance. The action of the Public Services Director or designee shall be final with no appeal.

4. Findings

In making a determination of substantial conformance, the Public Services Director or designee shall first make all of the following findings in addition to those identified above:

- The physical characteristics of the site have been adequately assessed, and proposed building sites are of adequate size and shape to accommodate proposed uses and all other features of development.
- There is supporting infrastructure, existing or available, consistent with the requirements of the Ridgecrest Commercial Specific Plan, to accommodate the development without significantly lowering service levels.
- The development resulting from the determination of substantial conformance will not have a substantial adverse effect on surrounding property or the permitted use thereof, and will be compatible with the existing and planned land uses, as well as the character of the surrounding area.
- The proposed improvements related to the development resulting from the determination of substantial conformance adequately address all natural and man-made hazards associated with the proposed development and the project site.

D. SPECIFIC PLAN AMENDMENTS

1. Purpose

Amendments to the Ridgecrest Commercial Specific Plan shall be required for revisions that are beyond the scope of substantial conformance determinations. Specific Plan amendments are governed by *Government Code* Section 65453 and the Ridgecrest Municipal Code Section 20-25.

2. Required Comprehensive Review

All proposed development within the Ridgecrest Commercial Specific Plan area for which a finding of substantial conformance cannot be made shall require a comprehensive review as part of any proposed amendment to the Ridgecrest Commercial Specific Plan. Comprehensive review shall include review by all applicable City departments and external agencies as determined by the Public Services Director or designee.

SECTION 20-40.6 ENVIRONMENTAL STANDARDS

The Specific Plan includes environmental standards to ensure that development proceeds with appropriate environmental sensitivity. Environmental technical studies were conducted for the Specific Plan area and

development proposal. Environmental standards were developed from these environmental technical studies along with information from the City of Ridgecrest General Plan. The following environmental technical studies were used in the creation of the Ridgecrest Commercial Specific Plan environmental standards.

- City of Ridgecrest Community Development Department. City of Ridgecrest General Plan and General Plan Final EIR 1991-2010, Adopted August 3, 1994
- Christopher A. Joseph & Associates, Ridgecrest Wal-Mart and Retail Center Revised Draft EIR, May 2009.
- Beaman Biological Consulting, Biological Resource Assessment. May 24, 2004.
- Jeff W. Kidd Biological Consulting, Updated Biological Resources Assessment, July 28, 2005.
- Gilbert Goodlett - EnviroPlus Consulting, Desert Tortoise Survey Report, April 1, 2007.
- Christopher A. Joseph & Associates, Burrowing Owl Survey Report, June 4 2007.
- Christopher A. Joseph & Associates, Jurisdictional Waters and Wetlands Delineation Report, June 2007.
- Christopher A. Joseph & Associates, Burrowing Owl Survey Report, August 18, 2008
- Geotechnical Professionals Inc., Geotechnical Investigation, December 10, 2004.
- Alaska Petroleum Environmental Engineering, Inc., Phase I Environmental Site Assessment, August 2003.
- Alaska Petroleum Environmental Engineering, Inc., Updated Phase I Environmental Site Assessment, May 2005.
- Thomas Graham Civil Design Group, Drainage Study, June 2007.
- California Historical Resources Information System Cultural Resources Records Search, January 26, 2006
- Natural History Museum of Los Angeles County Paleontological Resources, December 20, 2005
- Christopher A. Joseph & Associates, Ridgecrest Wal-Mart and Retail Center Project Revised Draft EIR, Appendix K-1
- Christopher A. Joseph & Associates, Air Quality Data, Ridgecrest Wal-Mart and Retail Center Project Revised Draft EIR, Appendix D
- Austin-Foust Associates, Inc., Traffic Impact Analysis, February 25, 2009.

The developer of the Specific Plan area is responsible to bear the entire cost of environmental standards monitoring and compliance documentation.

The Specific Plan's environmental standards and implementation process are listed in Table 20-40.6-1.

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 _____, 20___, and placed upon its second reading and adoption at a regular meeting of the City Council on _____, 20___, by the following votes:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTESTED:

Rachel Ford, City Clerk

Table 20-40.6-1. Ridgecrest Commercial Specific Plan Environmental Standards

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
Aesthetics			
B-1 All exterior structure or parking lot lighting shall be directed towards the specific location intended for illumination. State-of-the-art fixtures shall be used, and all lighting shall be shielded to minimize production of light overspill.	Project Developer	General Contractor, Ridgecrest Public Services Director or designee (Director)	Construction phase
Air Quality			
<p>C-1 During construction, the project developer shall implement comprehensive fugitive dust control measures. The project developer shall include in construction contracts the following control measures and any others required and recommended by the Kern County Air Pollution Control District (KCAPCD) at the time of development.</p> <ul style="list-style-type: none"> • Watering shall be used to control dust generation during demolition of structures or break-up of pavement. • The area of the project site being disturbed by construction activities and ingress/egress routes shall be minimized to the smallest area possible. If necessary, areas not under development shall be fenced to prevent excessive disturbance. • Active grading/excavation sites and unpaved surfaces shall be watered at least three times daily. • All stockpiles and inactive construction areas shall be covered with tarps or applied with non-toxic chemical soil binders. • Vehicle speed on unpaved roads shall be limited to 20 miles per hour. • All paved parking areas and staging areas shall be swept daily (with water sweepers). • Daily clean-up of mud and dirt carried onto paved streets from the site shall be performed. • Wheel washers for all exiting trucks shall be installed, or the tires or tracks of all trucks and equipment shall be washed off before leaving the site. • Wind breaks shall be installed at the windward sides of construction areas. • Excavation and grading activities shall be suspended when winds (instantaneous gusts) exceed 15 miles per hour over a 30-minute period or more. • An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive fugitive dust generation. Any reasonable complaint shall be rectified within 24 hours of receipt. 	Project Developer/Contractor	KCAPCD/Director	Construction phase
<p>C-2 Prior to the issuance of a Certificate of Occupancy, the project developer shall pave the unpaved portions of the following roadway segments:</p> <ul style="list-style-type: none"> • Dolphin Avenue between College Heights Boulevard and Sunland Street • Sunland Street between Bowman Road and Dolphin Avenue • Sunland Street between Upjohn Avenue and Bowman Road 	Project Developer	KCAPCD/Director	Prior to certificate of occupancy

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
<p>C-3 No operation or activity that emits odorous gases or other odorous matter in such quantities as to be dangerous, injurious, noxious, or otherwise objectionable to a level that is detectable with or without the aid of instruments at or beyond the property within which the odor is created shall be permitted. Uses shall conform to the applicable requirements of the KCAPCD.</p>	Project Developer	KCAPCD/Director	Prior to certificate of occupancy
Biological Resources			
<p>D-1 To mitigate for the removal of the 0.019 acre of riparian habitat comprised of a several desert willow trees within Channel BW-9, the Project Developer shall replace the riparian habitat at a minimum 2:1 acreage ratio at an appropriate on or off-site location. The replacement habitat shall be planted no later than the fall or winter following project completion. The replacement habitat shall consist of riparian or desert wash tree species native to the northern Mojave desert, and shall be designed to replace the 0.019 acre of habitat removed within 5 years after installation. The riparian replacement habitat shall be maintained for a minimum of three years to ensure survival, including any necessary irrigation, protection or weeding. The riparian replacement habitat shall be monitored annually for five years; if mortality of replacement trees occurs within this period, or the 2:1 replacement acreage is not met after 5 years, then additional riparian vegetation shall be planted and maintained and monitored for an additional 3-year period. Monitoring reports shall be submitted annually to the City and CDFG. This riparian habitat replacement shall also adhere to, or may be superseded by, any conditions of a Streambed Alteration Agreement issued by CDFG, under Environmental Standard D-8.</p>	Project Developer	California Department of Fish & Game (CDFG)	Construction phase
<p>D-2 To assess if desert tortoises that were not detected in March 2007 are now present, an up-to-date survey shall be conducted prior to project construction, but no more than one year before the initiation of construction activities. Based on the current survey protocol (USFWS2009), the U.S. Fish and Wildlife Service (USFWS) consider the results of surveys to be valid for no more than one year. Surveys shall be conducted by an Authorized Biologist following the most current survey protocol issued by the USFWS. An Authorized Biologist is defined on the "Desert Tortoise – Authorized Biologist and Monitor Responsibilities and Qualification" information sheet prepared by the Service and available online at http://www.fws.gov/ventura/speciesinfo/protocols_guidelines/. In general, an Authorized Biologist is a biologist with thorough and current knowledge of desert tortoise behavior, natural history ecology, and physiology, and demonstrates substantial field experience and training to safely and successfully conduct his or her required duties. Following the completion of the survey, a survey results report shall be prepared and provided to the appropriate USFWS and CDFG field offices for review. This report shall include, but shall not be limited to, the following: (1) a description of the project; (2) maps delineating the boundaries of the action area (defined by regulation as all areas to be affected directly or indirectly and not merely the immediate area involved in the action [50 CFR §402.02]); (3) a summary of the survey methods and results, including a copy of the original datasheets; and (4) photographs of the action area.</p> <p>Regardless of the survey results, the applicant shall consult with the USFWS and CDFG to obtain concurrence with the survey results and to determine if a federal and/or state permit that allows incidental "take" of the species is necessary. Project approvals by the City shall be contingent on the applicant securing a federal and/or state permit or receiving correspondence indicating that such permits are not required. Also, any additional measures, such as pre-construction avoidance measures, required by the USFWS and/or the CDFG shall be required by the City as a condition of project approvals.</p>	Project Developer	USFWS/CDFG	Prior to construction activities

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
<p>D-3 The occupied burrows shall be avoided by the project as recommended by the Burrowing Owl Survey Protocol and Mitigation Guidelines (Guidelines), consisting of maintaining a 75-meter radius protective buffer around the occupied burrows during the breeding season (February 1 through August 31). Mitigation will consist of passively excluding the owls from their burrow during the non-breeding season using methods specified in the guidelines in coordination with CDFG. In addition, off-site mitigation land will be purchased (through a mitigation bank or as a conservation easement) ranging from 9.75 acres to 19.5 acres per the guidelines, depending on the habitat present on the off-site mitigation land. The replaced burrow and mitigation foraging habitat will be preserved in perpetuity through a conservation easement. A mitigation plan shall be submitted to and approved by CDFG prior to project grading, including passive relocation methods and the location and acreage of proposed off-site mitigation land.</p> <p>A preconstruction survey may still be required by CDFG no more than 30 days prior to commencement of grading operations to ensure that no additional owls have moved onto the site. If additional owls are found on-site during the preconstruction survey, an informal consultation with CDFG will be required and mitigation shall follow the methods outlined in the mitigation plan approved by CDFG.</p>	Project Developer	CDFG	Construction phase
<p>D-4 To avoid adverse impacts to Mohave ground squirrel, the applicant will assume that Mohave ground squirrel is present on-site and apply for an Incidental Take Permit (Section 2081) from CDFG; project construction shall not begin until an Incidental Take Permit is received from CDFG. Permit conditions generally include biological monitoring during construction, and preservation and management of suitable or occupied off-site habitat at a 1:1 or 2:1 ratio (preserved habitat to removed marginal habitat) to be determined in consultation with CDFG during the permit process.</p>	Project Developer	CDFG	Prior to construction activities
<p>D-5 Limiting project construction activities that may destroy bird nests (i.e., vegetation removal or grading) to the non-breeding season for most birds, approximately September 1 through January 31, would avoid this impact. If any construction activities are scheduled to occur during the nesting season for migratory birds (generally February 1-August 31), then no more than three days prior to the start of work, the project developer shall have a qualified biologist survey the project site for the presence of any occupied nests. If such a nest is found, it shall be protected until nesting activity has ended to ensure compliance with the Federal Migratory Bird Treaty Act (MBTA) and Section 3503 of the California <i>Fish & Game Code</i>. The qualified biologist will determine an adequate avoidance buffer, based on the species and type of construction activity scheduled for the area. The qualified biologist will flag or otherwise designate the avoidance area and will conduct periodic site visits to monitor the nesting activity. Once the nestlings have fledged the nest, no further monitoring or mitigation is required.</p>	Project Developer	CDFG	Prior to construction activities
<p>D-6 To minimize the potential of accidental impacts to adjacent offsite habitat during site preparation (excavation and grading) activities, grading and clearing limits shall be clearly staked prior to the issuance of grading permits and/or land disturbance.</p>	Project Developer	Public Services Department	Prior to issuance of grading permits
<p>D-7 Landscaping adjacent to natural areas shall use native and drought-tolerant plant species such as honey mesquite (<i>Prosopis glandulosa</i>), desert lavender (<i>Hyptis emoryi</i>), creosote bush (<i>Larrea tridentata</i>) and cactus species. The use of non-native species known to be weedy invasives including, but not limited to, cape ivy (<i>Delairea odorata</i>), periwinkle (<i>Vinca major</i>), and/or iceplant (<i>Carpobrotus</i> spp.) shall be prohibited.</p>	Project Developer	Public Services Department	Landscaping phase

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
<p>D-8 The following actions will occur prior to project construction activities:</p> <ol style="list-style-type: none"> 1. Submit a Notification package to the CDFG under Section 1600 of the State <i>Fish & Game Code</i>. If CDFG determines that the project will require a Streambed Alteration Agreement for impacts to the drainage channel, then the Agreement will be acquired and all conditions will be agreed to prior to project construction. This permit application will include riparian habitat replacement as required by CDFG through a Streambed Alteration Agreement. 2. Submit a Notice of Intent to the Lahontan Regional Water Quality Control Board for their General Permit R6T-2003-0004 (for minor streambed alteration projects where the U.S. Army Corps of Engineers [USACE] does not have jurisdiction). This permit will be acquired and all conditions will be agreed to prior to project construction. 	Project Developer	Lahontan Regional Water Quality Control Board/CDFG	Prior to construction activities
Cultural Resources			
<p>E-1 If an archaeological resource is encountered, construction must be diverted and a qualified archaeologist must be consulted. An archaeologist must assess significance of the exposed archaeological discovery in accordance with California Register criteria. If a significant resource is identified during construction, the State Historic Preservation Office must be consulted regarding treatment options, and will make recommendations on the future handling of the resource, if any.</p>	Project Developer	Director	Construction phase
<p>E-2 Pursuant to California Health and Safety Code Section 7050.5, in the event of the discovery of a burial, human bone, or suspected human bone, construction in the area of the find shall be temporarily halted and the Kern County Coroner shall be contacted immediately. Proper legal procedures shall be followed to determine the disposition of the remains pursuant to Public Resources Code Section 5097.98. If the remains are found to be prehistoric, the Coroner will consult and coordinate with the California Native American Heritage Commission as required by State law.</p>	Project Developer	Director	Construction phase
<p>E-3 The project applicant shall identify a qualified paleontologist prior to any excavation, grading, or construction. The project paleontologist shall attend the pre-grading meeting to discuss how to recognize paleontological resources in the soil during grading activities. The prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying paleontological resources or removing paleontological resources from the project site.</p>	Project Developer	Director	Prior to construction activities
<p>E-4 If paleontological resources are encountered during the course of site development activities, work in that area shall be halted and the project paleontologist shall be notified of the find. The project paleontologist shall have the authority to temporarily divert or redirect grading to allow time to evaluate any exposed fossil material. "Temporarily" shall be two working days for the evaluation process.</p>	Project Developer	Director	Construction phase
<p>E-5 If the project paleontologist determines that the resource is significant, then any scientifically-significant specimens shall be properly collected by the project paleontologist. During collection activities, contextual stratigraphic data shall also be collected. The data will include lithologic descriptions, photographs, measured stratigraphic sections, and field notes.</p>	Archeologist/Project Developer	Director	Construction phase
<p>E-6 Scientifically significant specimens shall be prepared to the point of identification (not exhibition), stabilized, identified, and offered for curation to a suitable repository that has a retrievable storage system.</p>	Archeologist/Project Developer	Director	Construction phase
<p>E-7 The project archeologist shall prepare a final report at the end of the earthmoving activities; the report shall include an itemized inventory of recovered fossils and appropriate stratigraphic and locality data.</p>	Archeologist	Director	

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
Geology and Soils			
F-1 The project shall be designed in accordance with the requirements of the latest edition of the Uniform Building Code/California Building Code, and applicable ordinances of the City of Ridgecrest.	Architect/Project Developer/ Project Engineer	Director	Prior to issuance of building permits
F-2 The project shall comply with the following recommendations regarding earthwork: <ul style="list-style-type: none"> • Prior to grading, the areas to be developed should be cleared of all debris and pavement. Buried obstructions, such as utilities and tree roots, located within the proposed building areas should be removed. Inert demolition debris, such as concrete and asphalt, may be crushed for reuse in engineered fills outside the planned building areas. • Prior to placement of fills or construction of buildings, the loose natural soils and any existing undocumented fills within the proposed building pad (including the building, canopies, loading dock retaining walls, and other foundation supported improvements associated with the proposed Major Tenant and gas station) should be removed and replaced as properly compacted fill. • For planning purposes, it is recommend that removals in the Major Tenant building area and gas station pad extend to a depth of 4 feet below existing grades. The actual depths of removals will need to be determined during grading in the field by a representative of GPI. • The base of removals should extend laterally beyond the building line or perimeter footings a minimum distance of 10 feet. • Existing utility trench backfill within building areas should be removed and replaced as properly compacted fill. Removals over the utilities should extend to within 1-foot of the top of the pipe. For utilities that are 5 feet or shallower, the removal should extend laterally 1-foot beyond both sides of the pipe. For deeper utilities, the removals should include a zone defined by a 1:1 projection upward (and away from the pipe) from each side of the pipe. The actual limits of removal will be confirmed in the field. • Excavations in compacted fill or dense natural soils may be cut up to 4 feet vertically. In undocumented fill and the upper dry granular soils, even shallow vertical excavations may cave and will need to be shored or sloped back to an inclination of 1:1 or flatter. Excavations between 4 and 12 feet deep should be shored or sloped back to 1:1 or flatter. • Surcharge loads should not be permitted within a horizontal distance equal to the height of cut from the top of the excavation or 5 feet from the top of the slopes, whichever is greater, unless the cut is properly shored. Excavations that extend below an imaginary plane, inclined at 45 degrees below the edge of an adjacent existing site facility should be properly shored to maintain support of adjacent elements. All excavations and shoring systems should meet the minimum requirements given in the most current State of California Occupational Safety and Health Standards. • After completion of the removals in the building pads and to prepare the subgrade in pavement and hardscape areas, the exposed subgrade should be scarified to a depth of at least 12 inches, moisture-conditioned (wetted), and compacted to at least 95 percent of maximum dry density. • The on-site soils are, in general, suitable for use as compacted fill and retaining wall backfill. Retaining wall backfill should consist of on-site or imported granular soils. On-site clayey soils should not be used for wall backfill. 	Project Engineer/Contractor	Director	Construction phase

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
<ul style="list-style-type: none"> • Soils used in compacted fills should be free of debris and should not contain material larger than 6 inches in any dimension. Soils placed within 2 feet of the finished grade in building pad areas should not contain any particles larger than 2 inches in size. • All fill soils should be placed in horizontal lifts, moisture-conditioned, and mechanically compacted to at least 95 percent (under the Major Tenant and the upper 12 inches of the pavement areas) or 90 percent (greater than 12 inches below the finished pavement subgrade) of maximum dry density in accordance with ASTM D 1557. The optimum lift thickness will depend on the compaction equipment used and can best be determined in the field. • The moisture content of the fill materials should be within two percent over optimum to readily achieve the required degree of compaction. The moisture content of the existing near-surface soils is, in general, below optimum moisture content and will require moistening prior to compaction. • During backfill of excavations, the fill should be properly benched into the construction slopes as it is placed in lifts. • For earthwork volume estimating purposes, an average shrinkage value of 10 to 15 percent and subsidence of 0.1 feet may be assumed for the surficial soils. • Utility trench backfill, consisting of the on-site sandy soils, should be mechanically compacted in lifts. Wall backfill should consist of non-expansive granular soils. • In backfill areas where mechanical compaction of soil backfill is impractical due to space constraints, sand-cement slurry may be substituted for compacted backfill. 			
<p>F-3 The project shall comply with the following recommendations with regard to foundations:</p> <ul style="list-style-type: none"> • The proposed structures may be supported on conventional isolated and/or continuous shallow spread footings. All footings should be supported by properly compacted fill. • Prior to placement of steel and concrete, the Geotechnical Engineer should observe and approve all footing excavations. 	Project Engineer/Developer	Director of Public Works	Construction phase
<p>F-4 The project shall comply with the following recommendations with regard to building floor slabs:</p> <ul style="list-style-type: none"> • Building floor slabs should be underlain by a 4-inch thick layer of coarse aggregate base and a 2-inch layer of fine aggregate base. The coarse aggregate base layer should consist of material that meets the requirements for Size No. 67 as outlined in ASTM D 448-03 (90 to 100 percent passing 3/8-inch sieve, 20 to 55 percent passing 3/16-inch sieve, and 0-10 percent passing the No. 4 sieve). The fine aggregate base should meet the requirements for Size No. 10 as outlined in ASTM D 448-03 (85 to 100 percent passing the No. 4 sieve) with an additional requirement of having between 6 and 12 percent passing the No. 200 sieve. • If moisture-sensitive floor coverings are to be used, a vapor retarder/barrier should be provided. If the retarder/barrier is plastic sheeting, it should be at least 10 mils thick and be protected with at least 2 inches of clean sand (less than 5 percent passing the No. 200 sieve) above and below the sheeting. 	Project Engineer/Developer	Director of Public Works	Construction phase

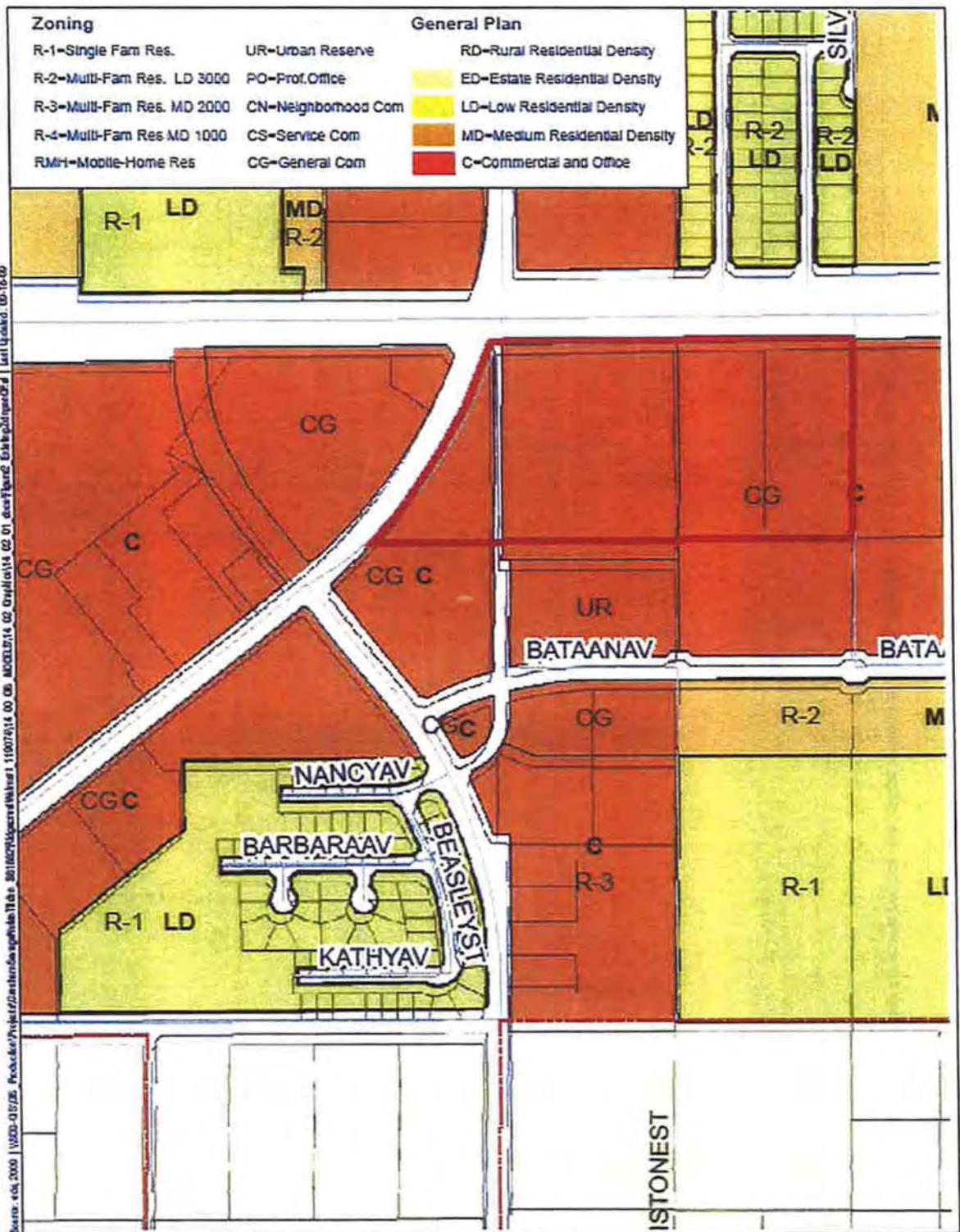
Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
<p>F-5 The project shall comply with the following recommendations with regard to lateral earth pressures:</p> <ul style="list-style-type: none"> • Active earth pressures can be used for designing walls that can yield at least 2 inches laterally in 10 feet of wall height under the imposed loads. • For level backfill comprised of properly drained, on-site or imported sandy soils, the magnitude of active pressures is equivalent to the pressures imposed by a fluid weighing 35 pounds per cubic foot (pcf). This pressure may also be used for the design of temporary excavation support. • For sloping backfill inclined at 2:1 (horizontal: vertical), an equivalent fluid pressure of 50 pcf should be used. • At-rest pressures should be used for restrained walls that remain rigid enough to be essentially non-yielding. At-rest pressures for the on-site or imported sandy soils are equivalent to the pressures imposed by a fluid weighing 50 pounds per cubic foot. <p>Walls subject to surcharge loads should be designed for an additional uniform lateral pressure equal to one-third and one-half the anticipated surcharge pressure for unrestrained and restrained walls, respectively. The wall backfill should be well-drained to relieve possible hydrostatic pressure or designed to withstand these pressures.</p>	Project Engineer/Developer/ Contractor	Director of Public Works	Construction phase
<p>F-6 The project shall comply with the following recommendations with regard to corrosivity:</p> <ul style="list-style-type: none"> • Resistivity testing of a representative sample of the on-site soils indicates that they are severely corrosive to metals. Should the use of buried metal pipe be proposed, a corrosion engineer should be consulted. 	Project Engineer/Developer	Director	Construction phase
<p>F-7 The project shall comply with the following recommendations with regard to drainage:</p> <ul style="list-style-type: none"> • Positive surface gradients should be provided adjacent to all structures so as to direct surface water run-off and roof drainage away from foundations and slabs and toward suitable discharge facilities. • Long-term ponding of surface water should not be allowed on pavements or adjacent to buildings. 	Project Engineer/Developer	Director of Public Works	Construction phase
<p>F-8 The project shall comply with the following recommendations with regard to exterior concrete and masonry flatwork:</p> <ul style="list-style-type: none"> • Exterior concrete and masonry flatwork should be supported on non-expansive, compacted fill. 	Project Engineer/Developer	Director of Public Works	Construction phase
<p>F-9 The project shall comply with the following recommendations with regard to paved areas:</p> <ul style="list-style-type: none"> • The pavement base course should be compacted to at least 95 percent of maximum dry density (ASTM D 1557). Aggregate base should conform to the requirements of Section 26 of the California Department of Transportation Standard Specifications for Class II aggregate base (three-quarter inch maximum) or Section 200-2 of the Standard Specifications for Public Works Construction (Green Book) for untreated base materials (except for processed miscellaneous base). • The design of paved areas should incorporate measures to prevent moisture build-up within the base course that can otherwise lead to premature pavement failure. 	Project Engineer/Developer	Director of Public Works	Construction phase
Water Quality			
<p>G-1 Prior to grading, a Storm Water Pollution Prevention Plan (SWPPP) will need to be prepared and filed with the State Water Resources Control Board (SWRCB) by the project applicant, and all Best Management Practices (BMPs) in the SWPPP will have to be implemented.</p>	Project Engineer/Developer	Director of Public Works	Prior to grading permit

Environmental Standard	Implementation Entity	Responsible Review Party	Standard Timing
G-2 The project is required to be designed in accordance to the Kern County Standard Urban Storm Water Mitigation Plan (SUSMP) pertaining to the detention, treatment and/or discharge of stormwater.	Project Engineer/Developer	Director of Public Works	Construction phase
Noise			
H-1 The project developer(s) implement measures to reduce the noise levels generated by construction equipment operating at the project site during project demolition, grading, and construction phases. The developer(s) shall include in construction contracts the following requirements or measures shown to be equally effective: <ul style="list-style-type: none"> • All construction equipment shall be equipped with improved noise muffling, and have the manufacturers' recommended noise abatement measures, such as mufflers, engine covers, and engine isolators in good working condition. • Stationary construction equipment that generates noise levels in excess of 65 dBA Leq shall be located as far away from the Desert Christian Center Church and existing residential areas as possible. If required to minimize potential noise conflicts, the equipment shall be shielded from noise sensitive receptors by using temporary walls, sound curtains, or other similar devices. • All equipment shall be turned off if not in use for more than five minutes. • An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive noise levels. Any reasonable complaints shall be rectified within 24 hours of their receipt. 	Project Developer/Contractor	Director	Construction phase
H-2 Delivery truck operations to and from the project site shall not occur between the hours of 10:00 PM and 7:00 AM.	Project Developer/Contractor	Director	Prior to construction activities
H-3 Trash compactor operations on the project site shall not occur between the hours of 10:00 P.M. and 7:00 AM.	Project Developer/Contractor	Director	Prior to construction activities
Transportation/Traffic			
J-1 A new traffic signal shall be installed along with removal of the existing all-way stop at the intersection of South China Lake Boulevard and West Bowman Road. The intersection shall be configured to include the following: <ul style="list-style-type: none"> • Provision of a second southbound left-turn lane; • Provision of an eastbound left-turn lane and second through lane; and • Provision of two westbound left-turn lanes. 	Project Engineer/Developer	City Public Works Department	Construction phase
J-2 A new traffic signal shall be installed at the intersection of the main project entrance and West Bowman Road.	Project Engineer/Developer	City Public Works Department	Construction phase

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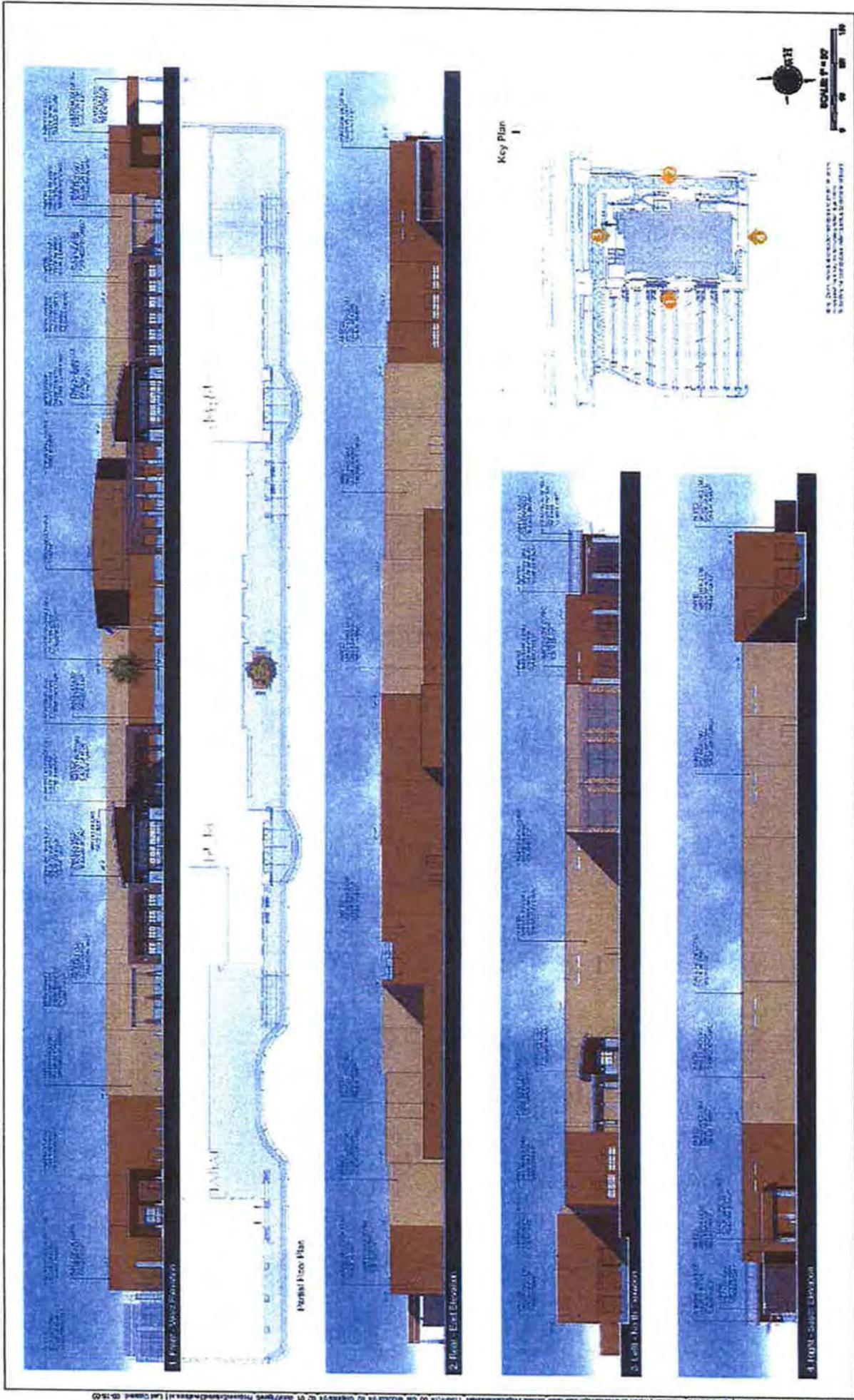
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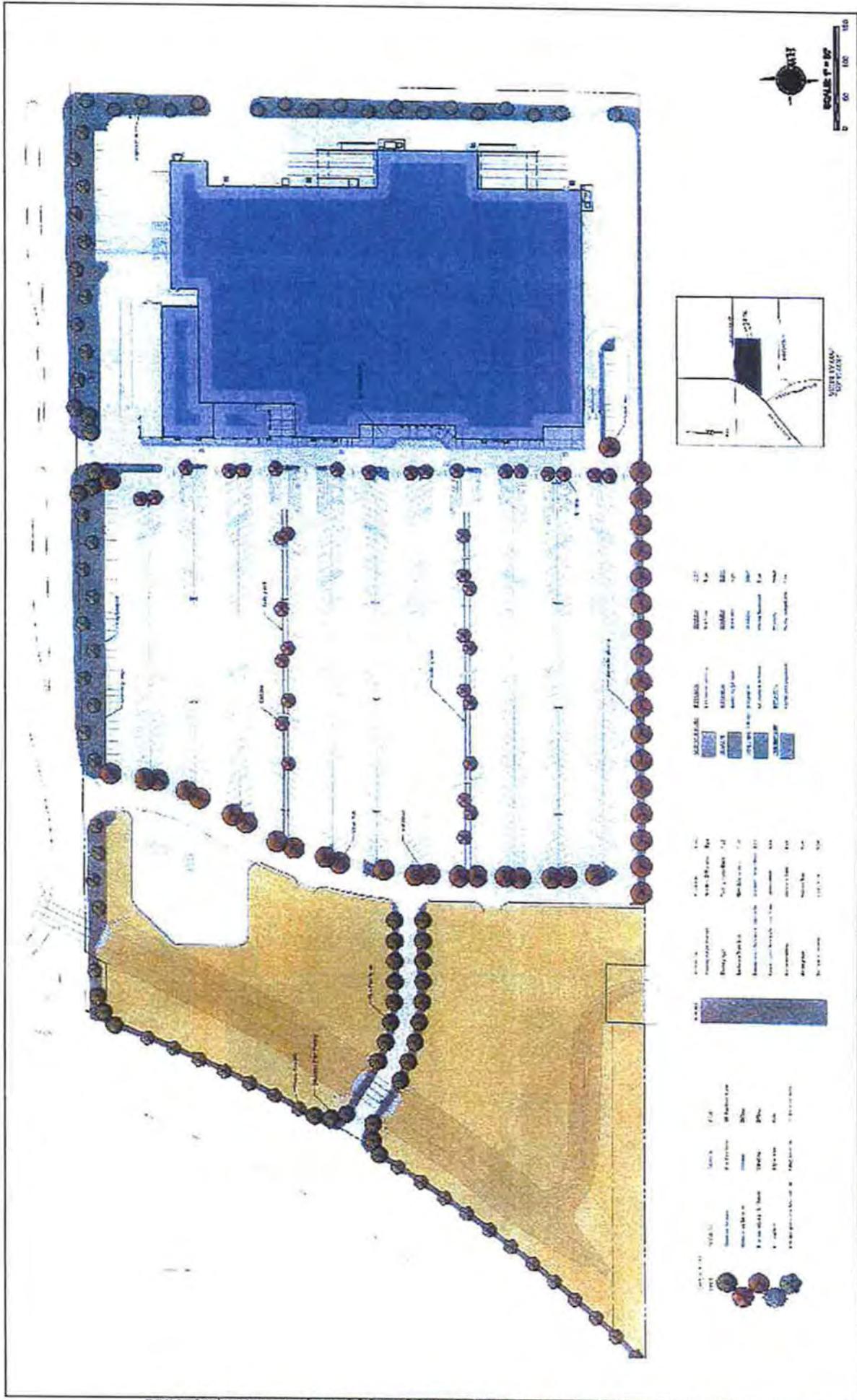
Existing Zoning and General Plan Designations
 FIGURE 2



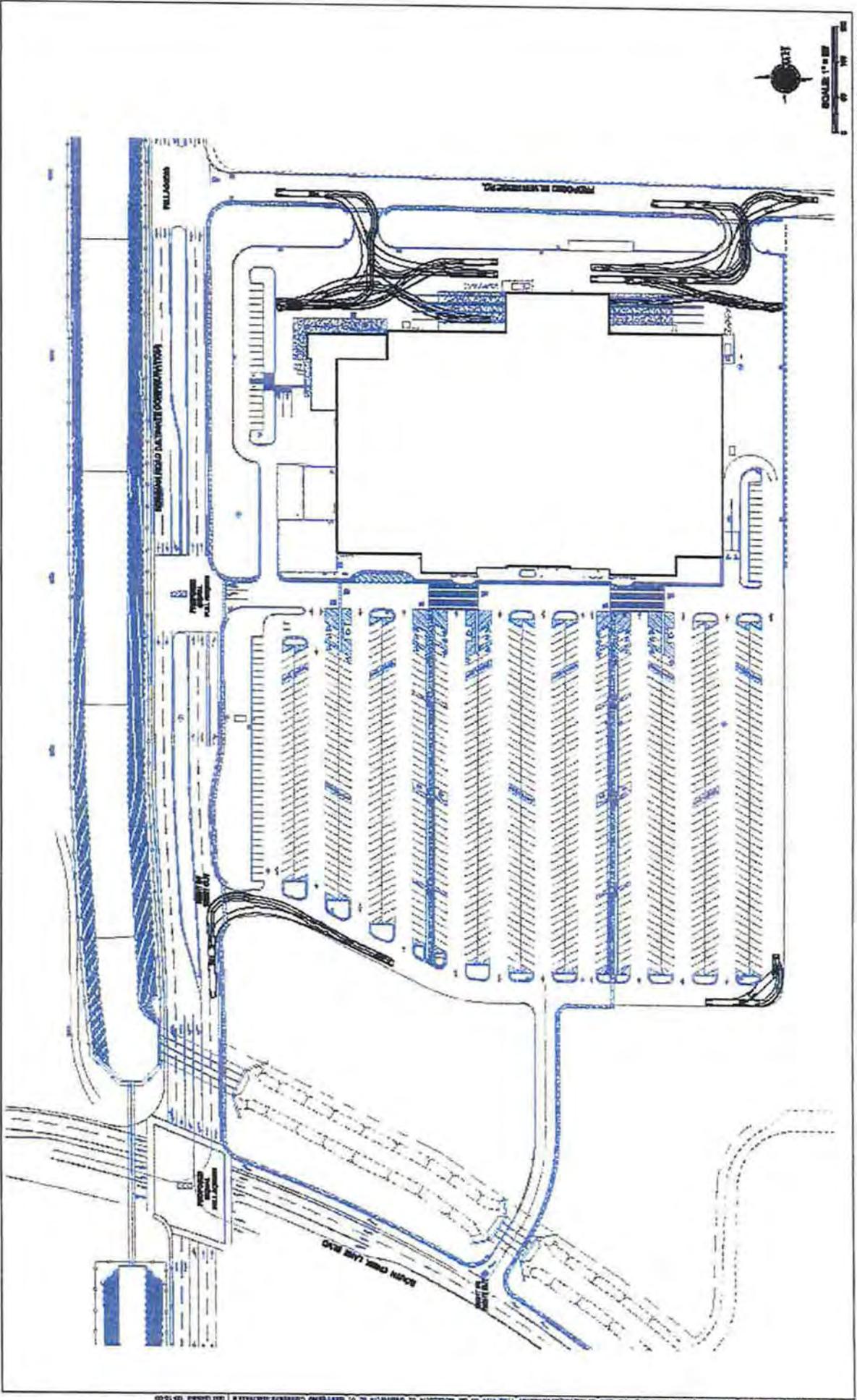
Surrounding Land Uses
FIGURE 3



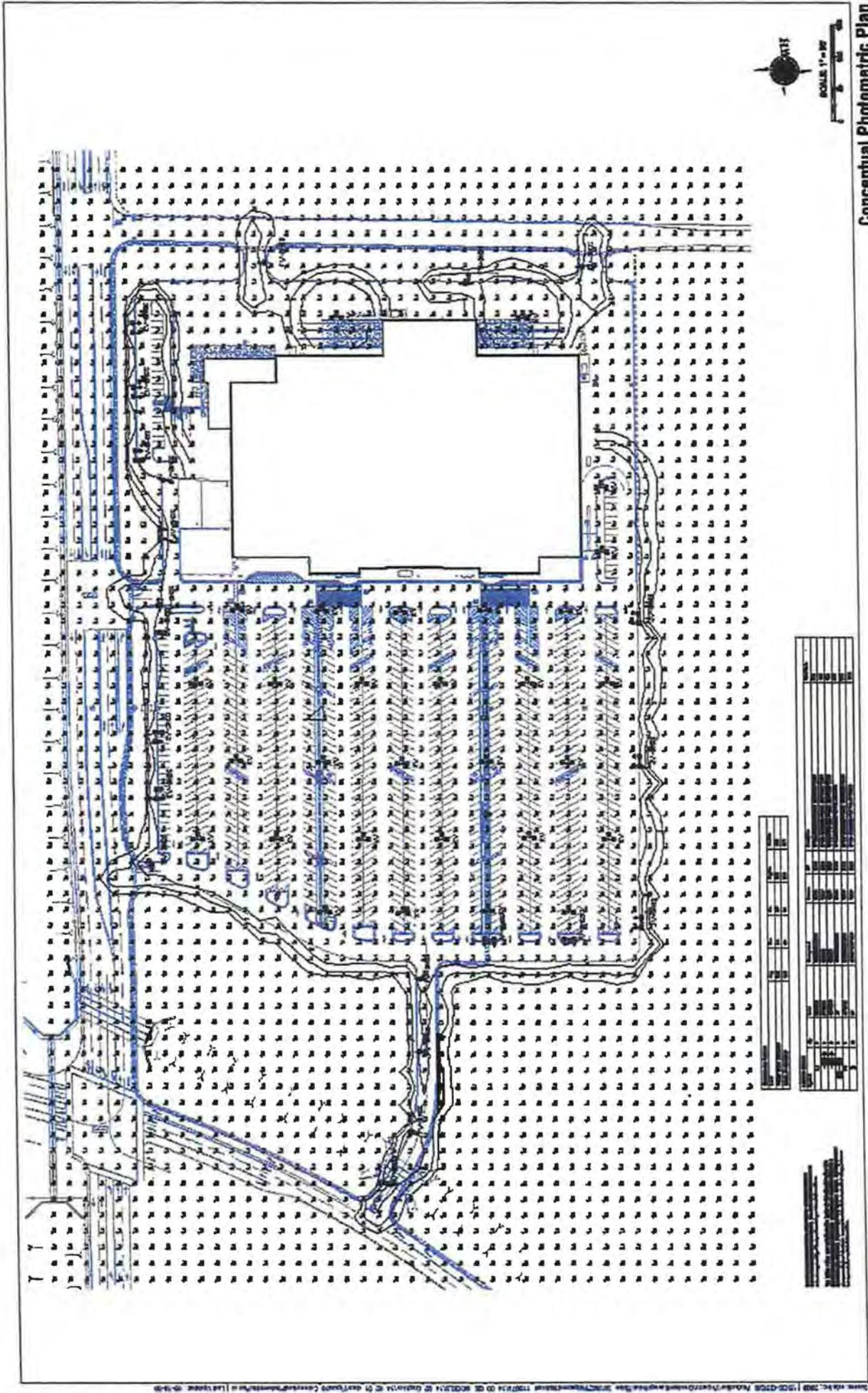
Conceptual Exterior Elevations
 FIGURE 6



Conceptual Landscape Plan
FIGURE 7



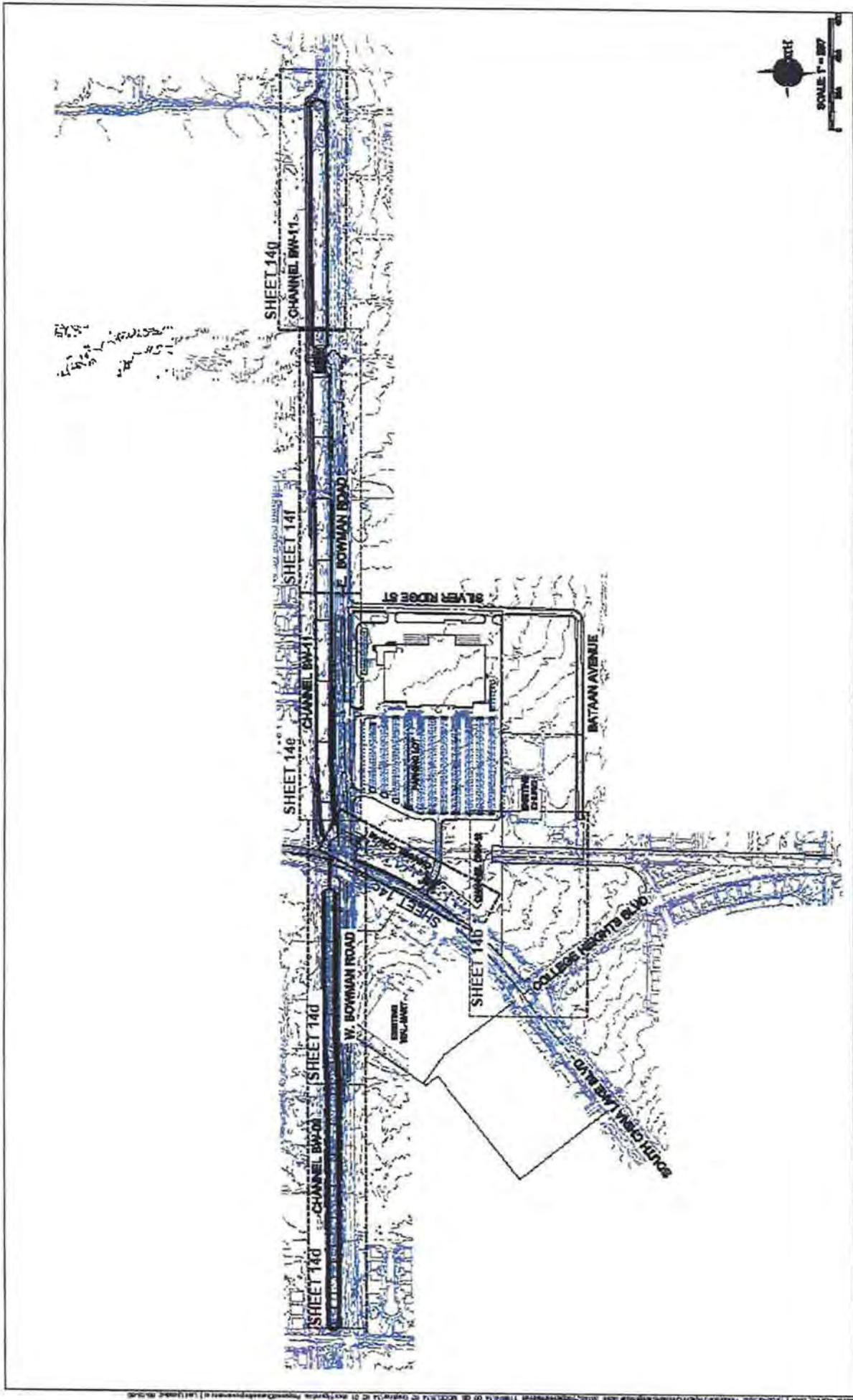
Conceptual Track Route Plan
FIGURE 9



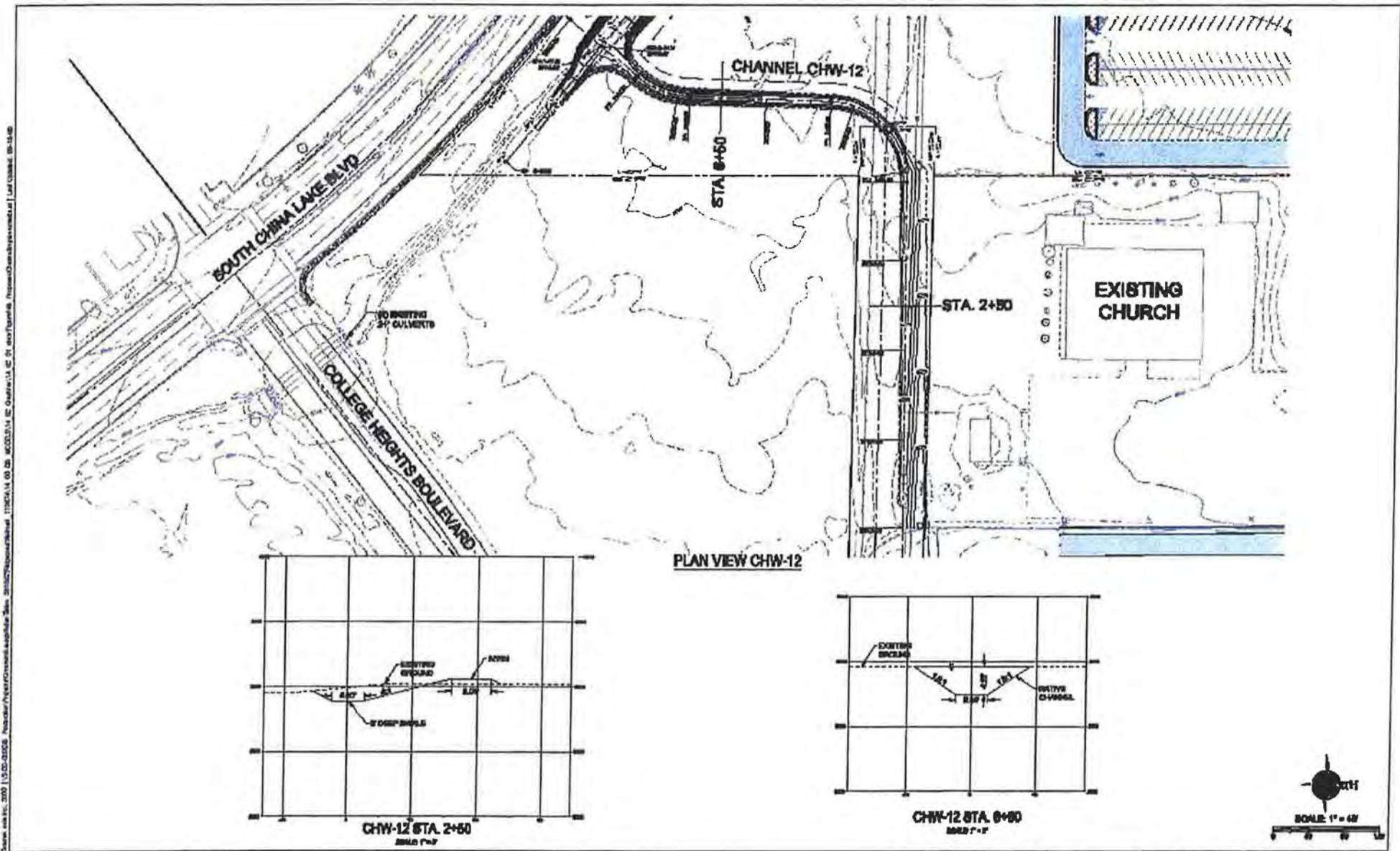
Conceptual Photometric Plan
 FIGURE 10



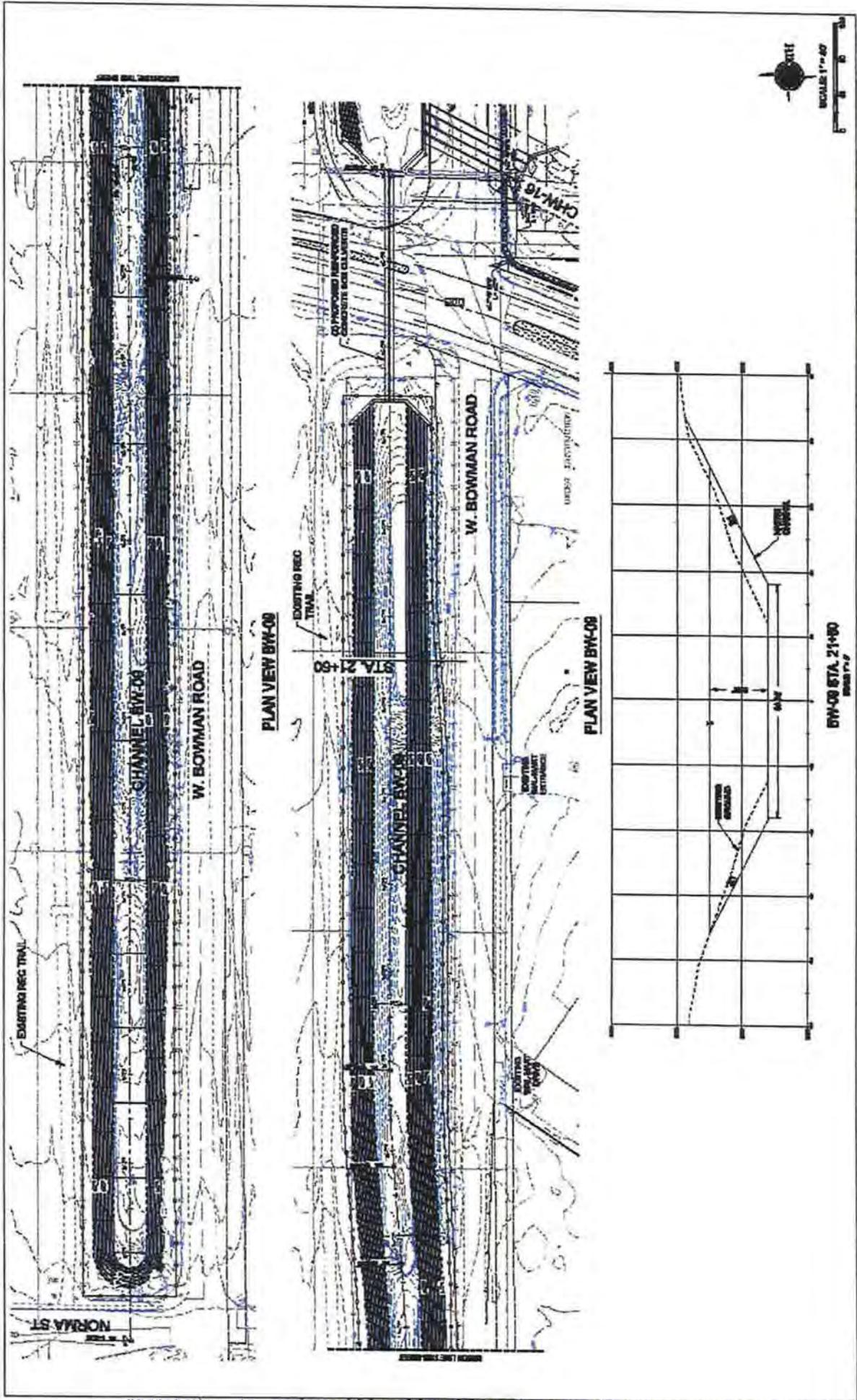
Conceptual Off-site Sewer Plan
FIGURE 13



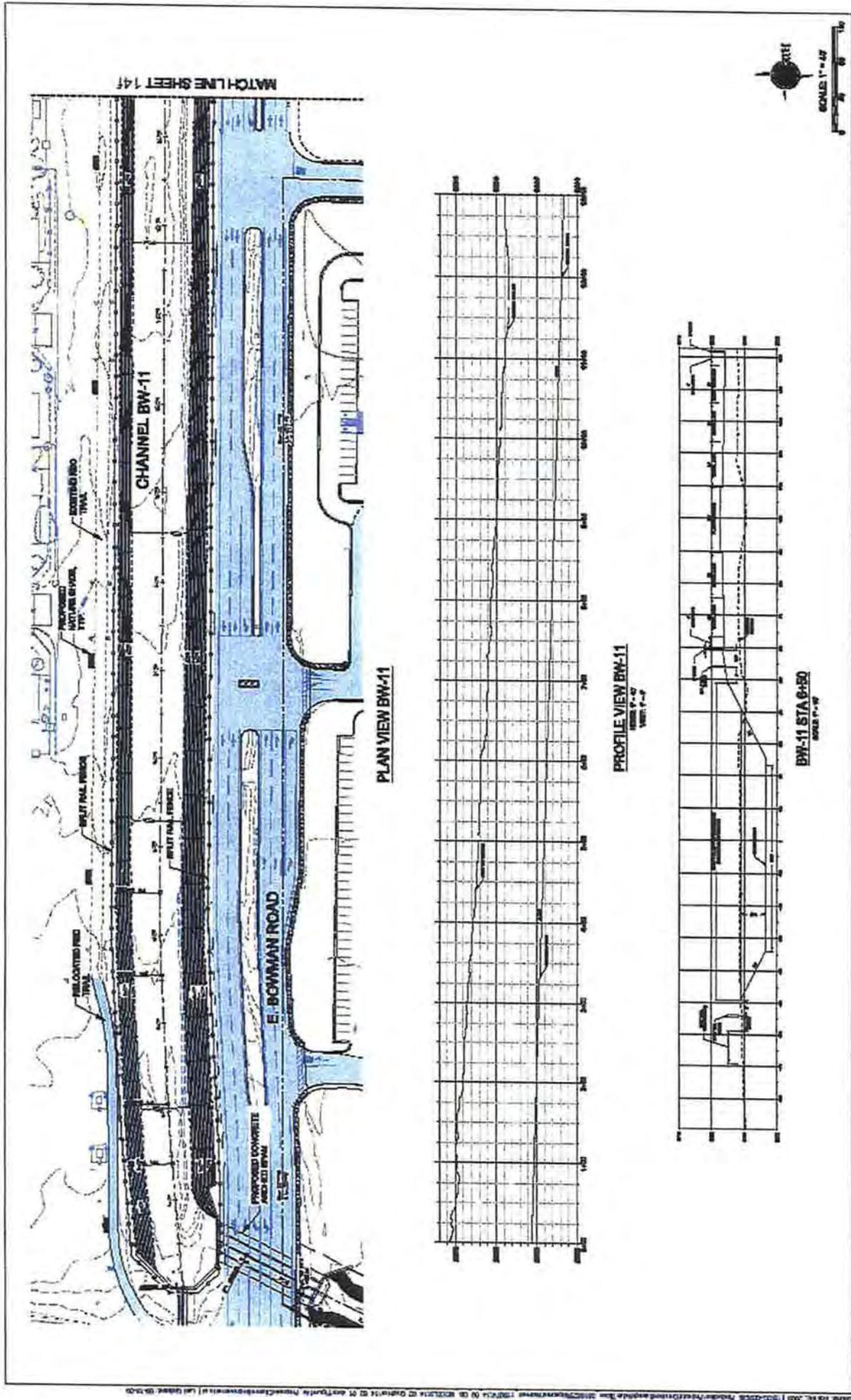
Proposed Channel Improvements - Sheet Index
FIGURE 14a



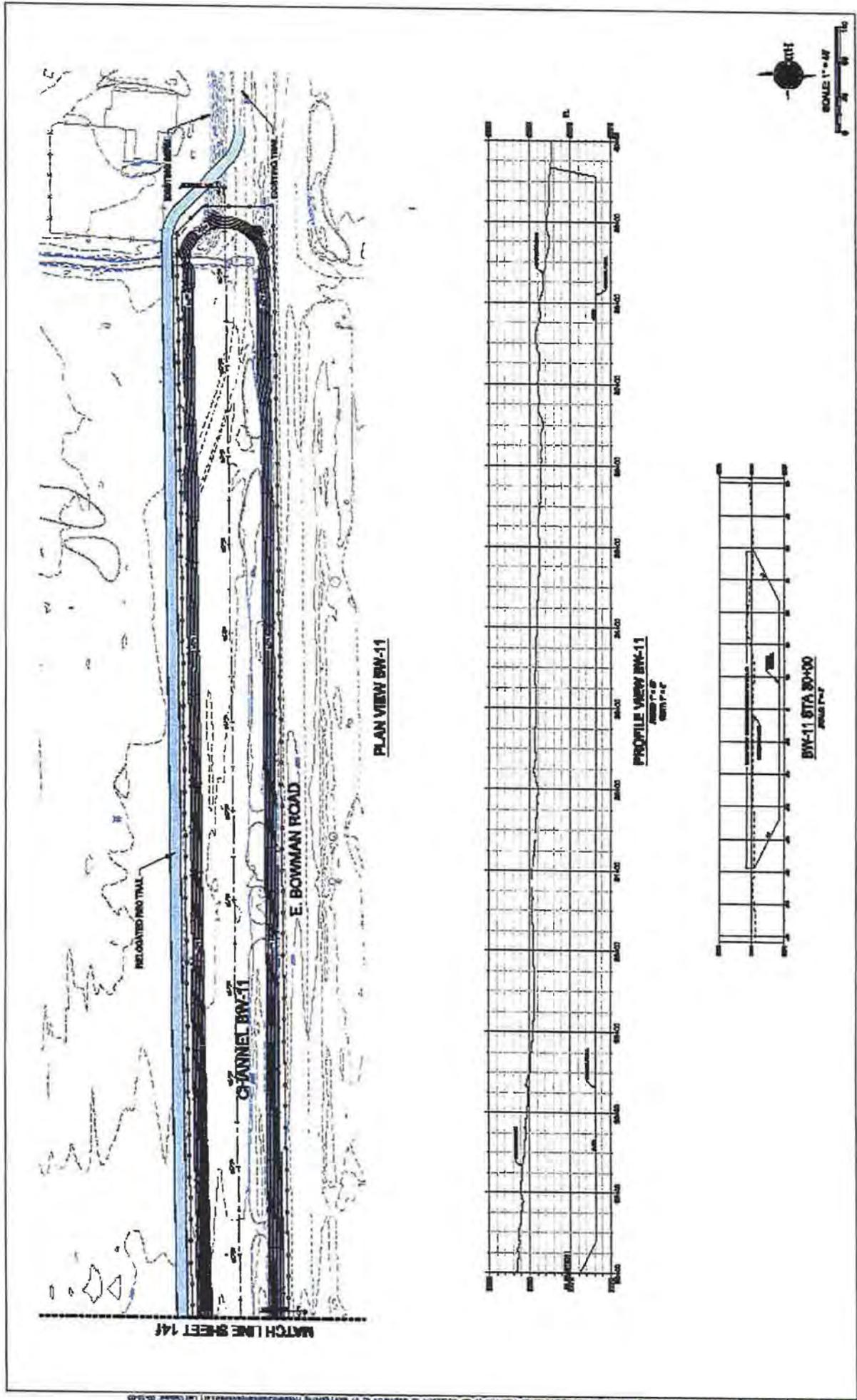
Proposed Channel Improvements - Conceptual Channel CHW-12
 FIGURE 146



Proposed Channel Improvements - Conceptual Channel BW-09
 FIGURE 144



Proposed Channel Improvements - Conceptual Channel BW-11
 FIGURE 14c



Proposed Channel Improvements - Conceptual Channel BW-11
 FIGURE 14g

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OCT 08 2009

City Clerks Office

EXHIBIT 2

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this [redacted] day of [redacted], 2009, by and between the CITY OF RIDGECREST, a municipal corporation ("City"), and DEVELOPER [*a person other than a governmental entity having a legal or equitable interest in the Real Property more particularly described in Exhibit "A"*], pursuant to the authority of Article 2.5, Chapter 4, Division 1, Title 7 (Sections 65864 *et seq.*) of the *Government Code*, relating to development agreements, with respect to the following matters:

RECITALS

A. California *Government Code* sections 65864 *et seq.* provides that cities and counties may enter into development agreements with private interests for the mutual benefit of the parties to such agreements, on satisfaction of the conditions specified therein.

B. The City Council of the City of Ridgecrest has adopted Chapter 20-30 of the Ridgecrest Municipal Code pursuant to *Government Code* section 65865(c) to implement procedures and requirements for the consideration of development agreements upon application by, or on behalf of, property owners or other persons having a legal or equitable interest in the property.

C. This Agreement relates to the Ridgecrest Commercial Specific Plan ("Project").

D. City and Developer have, in good faith, negotiated the terms of this Agreement hereinafter set forth. Said terms are consistent with the purposes set forth in *Government Code* sections 65864 *et seq.* and Chapter 20-30 of the Ridgecrest Municipal Code, and will assure City, Developer and the residents of the City that the Property will be developed in a manner consistent with the laws of the State of California and the ordinances, policies, procedures and adopted plans of the City.

E. This Agreement will eliminate uncertainty in planning and provide the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Ridgecrest Commercial Specific Plan, and generally serve the purposes for which development agreements under Sections 65864 *et seq.* of the *Government Code* are intended.

F. The Developer submitted a Notice of Petition for Initiative for approval of this Agreement.

AGREEMENT

NOW, THEREFORE, the City and Developer, pursuant to the authority contained in the Development Agreement Law and in consideration of the mutual covenants and agreements contained herein, agree as follows:

1. Effective Date.

The effective date of this Agreement shall be the same date as the effective date of the Initiative (the "Effective Date").

2. Definitions.

(a) "Applicable Standards" means:

- (1) The provisions of this Agreement;
- (2) Ridgecrest Commercial Specific Plan; and
- (3) Existing Land Use Regulations not superseded by the Ridgecrest Commercial Specific Plan.

(b) "Build-Out" shall mean the point upon which all of the following occur: (1) the City issues a certificate of occupancy for the Major Tenant, as identified in the Ridgecrest Commercial Specific Plan; (2) the City formally accepts the Public Offsite Improvements identified in Exhibit "D" and the Reimbursable Offsite Improvements identified in Exhibit "E;" and (3) a Certificate of Completion for said improvements is recorded.

(c) "City Council" means the City Council of the City of Ridgecrest.

(d) "Construction Code" shall mean the Ridgecrest Building Code (Ridgecrest Municipal Code Chapter IX), Kern County Building Code, California Building Code and those other uniform construction, fire and other codes applicable to improvements, structures and development, and the applicable version or revision of said codes in place at that time that a building, grading or other permit subject to such Construction Codes is submitted to the City for approval, provided that all of the following shall apply:

- (1) Such Construction Codes have been adopted by the City and are in effect on a citywide basis;
- (2) Such Construction Codes shall be interpreted and applied in a reasonable manner consistent with the express provisions and limits in the particular Construction Code(s) adopted by the City; and
- (3) The provisions of such Construction Code(s) shall be interpreted and applied to the property in a manner consistent with the generally prevailing interpretation of such provision(s) under the State Building Standards Code.

(e) “City Development Agreement Law” means Chapter 20-30 of the Ridgecrest Municipal Code.

(f) “Developer’s Fair Share” means the Developer’s portion of the cost of a Ridgecrest Commercial Specific Plan improvement or mitigation measure.

(g) “Development Agreement Law” means California *Government Code* section 65864 *et seq.*

(h) “Development Impact Fee” means those fees which are characterized as a monetary exaction, other than a tax or special assessment, whether characterized as a fee or tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that are charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the *Government Code* (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies that provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the *Health & Safety Code*). For purposes of this Agreement only, “Development Impact Fee” shall not include processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Approvals or for monitoring compliance with any Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the *Government Code*; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the *Government Code*; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the *Government Code*, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the *Government Code*, Sections 17951, 19132.3, and 19852 of the *Health & Safety Code*, Section 41901 of the *Public Resources Code*, and Section 21671.5 of the *Public Utilities Code*, as such codes may be amended or superseded, including by amendment or replacement.

(i) “Existing Development Impact Fees” means any City Development Impact Fee in effect on the Effective Date identified and described in Exhibit “F.”

(j) “Existing Land Use Regulations” means the ordinances, resolutions and regulations adopted by the City Council in effect on the Effective Date that govern the permitted uses of land, the density and intensity of use, the timing of development, any sign improvements, the engineering design standards and, except as provided below with

respect to the Construction Codes, construction specifications applicable to the implementation of the Ridgecrest Commercial Specific Plan, including, but not limited to:

- (1) The Zoning Ordinance found in Chapter 20 of the Ridgecrest Municipal Code (the "City Zoning Law"); and
- (2) The Subdivision Ordinance found in Chapter 19 of the Ridgecrest Municipal Code (the "City Subdivision Law"); and
- (3) This Development Agreement.

"Existing Land Use Regulations" does not include any City ordinances, resolution, code, rule, regulation or official policy, governing:

- (1) the conduct of businesses, professions, and occupations;
- (2) taxes and assessments;
- (3) the control and abatement of nuisances;
- (4) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;
- (5) the exercise of the power of eminent domain;
- (6) the procedural requirements of hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(k) "General Plan" means the General Plan of the City of Ridgecrest.

(l) "Reservations of Authority" means the right and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 5 of this Agreement.

(m) [Reserved]

(n) "Subsequent Approvals" means all entitlements and approvals, including, but not limited to, specific plans and specific plan amendments, tentative and final subdivision and parcel maps, approval of site plan, conditional use permits, lot line adjustments, certificates of occupancy, zoning, and grading and building permits, necessary for the development of the Property that the City requires subsequent to the Effective Date.

(o) "Subsequent Ministerial Approvals" means those subsequently enacted Subsequent Approvals approved by the City pursuant to the Existing Land Use Regulations, but requiring no individual judgment or discretion.

(p) "Subsequent Land Use Regulations" means any land use regulation adopted and effective after the Effective Date of this Agreement.

3. Duration.

(a) With the exception of Section 3(b), below, this Agreement shall expire ten (10) years from the Effective Date. Pursuant to *Government Code* Section 66452.6, any tentative subdivision map or tentative parcel map approved as part of the Approvals or Subsequent Approvals regarding development of the Ridgecrest Commercial Specific Plan on the Property shall remain valid for a period of time equal to the term of this Agreement. In the event that litigation to which the City and/or the Developer is a party, (or any of its officers, agents, employees, contractors, representatives or consultants), delays implementation or construction of the Ridgecrest Commercial Specific Plan on the Property, the expiration date of this Agreement shall be tolled from the time the summons and complaint is served on the defendant(s) until the judgment entered by the court is final and not subject to appeal.

(b) The City's obligations to reimburse for Reimbursable Off-Site Improvements, as established in Section 10, shall expire five (5) years from the Effective Date, unless Developer has obtained the necessary permits (grading, building or otherwise) and has commenced construction, which includes, but is not limited to pre-construction biological surveys, desert tortoise fencing, site surveys and staking, and rough grading.

4. Rights to Develop.

(a) Subject to Developer's fulfillment of its obligations under this Agreement and the City's Reservation of Authority, upon the Effective Date of this Agreement, the City hereby grants to Developer a vested right, to the fullest extent allowed under the Development Agreement Law, to develop the Property in accordance with the Ridgecrest Commercial Specific Plan. The development and use of the Property, and all the improvements for the Ridgecrest Commercial Specific Plan shall be governed by this Agreement and the Applicable Standards.

(b) Notwithstanding the Reservations of Authority excepted from the assurances and rights provided to Developer in paragraph (a) above, Developer's rights under this Agreement shall not be impaired, affected or limited by any ordinance or resolution of the City that is in conflict with the Applicable Standards, or that reduces the development rights provided by this Agreement or any amendment thereto. Without limiting the foregoing general statement, and for all purposes pursuant to this Agreement generally, and this Section specifically, an ordinance, resolution, or other measure shall be deemed to conflict with the Applicable Standards if the ordinance, resolution, or other measure seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (1) limit or reduce the density, intensity, height or size of structures or type of development on the Property; (2) regulate the timing of the development of the Property in any manner; (3) increase, or accelerate the due dates of, any fees applicable to the development of the Property; (4) require any additional onsite or offsite improvements not required by the Applicable Standards to be constructed or paid for by Developer or a

subsequent owner of the Property; or (5) restricting the use of the Property in any manner or degree, other than restrictions expressly set forth in the Applicable Standards.

(c) If any provision in this Agreement appears to be in conflict with the development standards in the Ridgecrest Municipal Code or the Applicable Standards, then the conflicting provision in this Agreement shall supersede and control. Except as otherwise provided herein, the Property shall not be subject to any subsequently enacted amendment of the General Plan, Municipal Code, zoning or subdivision ordinances, which alters or is in conflict with the Applicable Standards or this Agreement.

5. Reservation of Authority.

Notwithstanding any other provision of this Agreement, the City shall not be prevented from applying new rules, regulations and policies identified below upon the Ridgecrest Commercial Specific Plan, nor shall a development agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

- (a) Processing fees by City to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;
- (b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;
- (c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the City and any local amendments to those codes adopted by the City;
- (d) Regulations that may conflict with this Agreement and the Applicable Standards but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;
- (e) Regulations that do not conflict (i.e., those regulations that are consistent with this Agreement or Applicable Standards) with those rules, regulations and policies set forth in this Agreement or the Applicable Standards;
- (f) Regulations that may conflict but to which the Developer consents;
- (g) Pass-Through Development Impact Fees (as defined in Section 6 below);
- (h) Existing Development Impact Fees after the Lock Period or Tolling Period.

6. Development Impact Fees.

(a) Ridgecrest Commercial Specific Plan identifies particular mitigation measures to lessen or eliminate the impacts of the development of the Ridgecrest Commercial Specific Plan on traffic and air quality. Furthermore, the Ridgecrest Commercial Specific Plan includes several on and off-site measures into the design that addresses existing, Specific Plan-specific and cumulative impacts on drainage and sewer systems. Many of these measures address impacts of which the Ridgecrest Commercial Specific Plan is only partially responsible, so the incorporation of these measures extend benefits to the City as a whole.

(b) In addition to these measures, the development of the Ridgecrest Commercial Specific Plan will require the payment of the applicable Development Impact Fee. The estimated Development Impact Fees for the Major Tenant, as identified in the Ridgecrest Commercial Specific Plan, as of the Effective Date are set forth in Exhibit "F" and the parties agree that the estimated cost of the Development Impact Fees is approximately \$1,281,213. The amount of the Development Impact Fees shall be credited to the City against any Reimbursement due to the Developer pursuant to Section 10 of this agreement.

(c) The Development Impact Fees rates identified in Exhibit "F" shall remain the same until the fifth (5th) anniversary of the Effective Date. For purposes of this Agreement, the aforementioned period shall be known as the "Lock Period." Notwithstanding the foregoing, the Development Impact Fees rates shall be tolled for a period of no longer than five (5) years beyond the Lock Period ("Tolling Period") in the event that litigation to which the City and/or the Developer are a party, (or any of its officers, agents, employees, contractors, representatives or consultants), which delays implementation of the Ridgecrest Commercial Specific Plan on the Property. Upon expiration of the Lock Period or the Tolling Period, the City may impose new Development Impact Fees, in addition to the Existing Development Impact Fees, and may increase any of the Existing Development Impact Fees regarding the Ridgecrest Commercial Specific Plan. An increase to an Existing Development Impact Fee shall be limited to the lesser of: (i) the amount of such Development Impact Fee then charged to similar development projects within the City; or (ii) a percentage increase equal to the aggregate yearly percentage change in the Engineering News Record Construction Cost Index for the Los Angeles area or similar published index, since the Effective Date. Any such increase to an Existing Development Impact Fee shall be effective immediately, but such Existing Development Impact Fee may not be increased again until the next anniversary of the effective date of the most recent previous increase to such Development Impact Fee. Nothing contained in this Agreement shall be deemed a limitation on how often or when the City may impose new Development Impact Fees on the Ridgecrest Commercial Specific Plan pursuant to this Section 6.

(c) Nothing contained in this Agreement is intended to be nor shall be construed as limiting the ability of governmental agencies/entities other than the City from imposing new or increasing Development Impact Fees, nor as limiting the ability of the City to collect such new or increased Development Impact Fees of other governmental

agencies/entities on behalf of such other governmental agencies/entities (collectively, "Pass-Through Development Impact Fees") regarding the Ridgecrest Commercial Specific Plan, including, but not be limited to, any Development Impact Fees collected by City, on its own behalf, when the increase in any such fee or the need for a new fee is the result of changes in charges or standards by other governmental agencies/entities (i.e., increased water treatment standards, air quality standards or fire fighting equipment and facilities).

7. Subsequent Ministerial Approvals.

City and Developer acknowledge that development of the Ridgecrest Commercial Specific Plan may require Subsequent Ministerial Approvals for the development of the Specific Plan. City shall grant Subsequent Ministerial Approvals without any exercise of discretion or subjectivity, provided that the application(s) for such Subsequent Ministerial Approvals meet the requirements of this Agreement, and the Existing Land Use Regulations. On the request from time to time of the Developer, City will accept applications for and diligently process, in accordance with the Existing Land Use Regulations, any Subsequent Ministerial Approval, which is identified in this Agreement.

8. Public Benefits.

(a) The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Applicable Standards and further acknowledge and agree that this Agreement confers substantial private benefits on Developer that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Developer by providing more fully for the satisfaction of the public needs resulting from the Ridgecrest Commercial Specific Plan.

(b) Subject to the commencement of the development of the Ridgecrest Commercial Specific Plan, Developer shall, at its sole cost and expense, and without credit, reimbursement or other consideration from the City, design, construct and install the Public Offsite Improvements, which are described in Exhibit "D." As noted in more detail in Exhibit "D," some of these improvements are not required for the Ridgecrest Commercial Specific Plan, are not required to mitigate any impacts or were designed to handle existing or cumulative impacts beyond the Ridgecrest Commercial Specific Plan's Fair Share. Developer shall offer for dedication the Public Offsite Improvements within two (2) years from the issuance of the first building permit related to the Ridgecrest Commercial Specific Plan, without credit, reimbursement or other consideration from the City, to the reasonable satisfaction of the City Manager or his or her designee. Thereupon, the City shall formally accept title to the Public Offsite Improvements, and, thereafter, the City shall own, operate, maintain and repair the Public Offsite Improvements as City property at its cost and expense. Developer shall be responsible for the design and construction of the Public Offsite Improvements, provided that nothing in this Agreement shall be deemed to waive or modify any applicable requirement for design and construction of the Public Offsite Improvements established by statute, ordinance, rule or regulation.

9. Existing Commercial Development

If Developer owns another commercial development in the City and the Developer intends to relocate that commercial development to the Ridgecrest Commercial Specific Plan area, then the Developer agrees to keep the landscape, hardscape and building exterior at the existing commercial development well maintained. The physical condition of the structure and hardscape shall be kept, at a minimum, at the level of condition that exists on the Effective Date. The physical condition of the landscaping shall be maintained to the reasonable satisfaction of the Planning Services Director. In addition, nothing shall be done to the existing commercial development that would give the appearance that the building has been vacated. Any graffiti shall be removed within two business days. The Developer shall not use the existing commercial development for storage. The Developer shall actively market the existing commercial development building and shall make every effort to assure that it is reoccupied or sold within 24 months of it being vacated.

10. Reimbursable Offsite Improvements.

(a) Subject to commencement of the development of the Ridgecrest Commercial Specific Plan, and as a condition of developing the Property, Developer shall design, construct and install those public improvements identified and described in Exhibit "E" (the "Reimbursable Offsite Improvements"). City shall, where applicable, partially or fully reimburse Developer for the design, administration, project supervision, construction and installation of the Reimbursable Offsite Improvements, or any other costs that Developer may incur related to its obligations under this Agreement relating to the Reimbursable Offsite Improvements, subject to the terms of this agreement and as set forth in Exhibit "E". The parties agree that the total amount due to the Developer (the "Reimbursement") shall equal the construction costs of the Reimbursable Offsite Improvements with a fifteen percent (15%) contingency and a fourteen and one half percent (14.5%) overhead and profit charge applied to the construction cost plus contingency (including interest as detailed below).

(b) The parties acknowledge that initial reimbursement will be through in lieu credit of the Development Impact Fees, when due and payable. Reimbursement for expenses beyond that covered by the Development Impact Fees, is intended to be paid to Developer within 6 months from the date that the Certificate of Completion is issued pursuant to Section 11 of this agreement. Further, the parties agree that an interest rate consisting of the 5 year T bill rate (to be determined as of date of the Certification of Completion) plus one percentage point shall apply to the amount due.

(c) A prepayment discount of 200 basis points will apply to the applicable interest rate if the Reimbursement is tendered to the Developer at least 1 month prior of the 6 month date identified in subdivision (b) above.

(d) The parties acknowledge that the Developer is not responsible for obtaining any right-of-way necessary for the installation of the Reimbursable Offsite Improvements or the relocation of any utilities necessary for the installation of the Reimbursable Offsite

Improvements. If on the second anniversary of the Effective Date of this Agreement, the City has not acquired all necessary right-of-way or utility relocation, then the Developer will not be obligated to install the Reimbursable Offsite Improvements that require additional right-of-way. If the delay of City's acquisition or utility relocation prevents Developer from performing the work required, Developer shall still be able to get permits and certificate of occupancies for its intended uses as long as it is pursuing the work in good faith. In the event that any other person constructs all or any portion of the Reimbursable Offsite Improvements, or commences construction of the same, prior to development of the Property, Developer shall not be required to construct the Reimbursable Offsite Improvements or any such portion thereof.

11. Certificate of Completion.

(a) Promptly after completion of Developer's obligation to install the Public Offsite Improvements and the Reimbursable Offsite Improvements ("Improvements") in conformity with this Agreement, the City shall furnish Developer with an executed "Certificate of Completion" within fifteen (15) days after written request therefore by Developer. The City shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be substantially in the form attached hereto as Exhibit "G" and incorporated herein by reference. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. After the recordation of the Certificate of Completion, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Improvements, except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement.

(b) If the City refuses or fails to furnish the Certificate of Completion, after written request from Developer, the City shall, within fifteen (15) days of written request therefore, provide Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion of the actions Developer must take to obtain the Certificate of Completion. If Developer resolves the items in the City's refusal notice, the City shall issue to Developer the Certificate of Completion. Even if the City shall have failed to provide such written statement within said fifteen (15) day period, Developer shall not be deemed entitled to the Certificate of Completion.

(c) The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Ridgecrest Commercial Specific Plan, or any part thereof. The Certificate of Completion is not a recordable notice of completion as referred to in *Civil Code* Section 3093.

12. Prevailing Wages.

(a) Developer agrees with the City that the Developer shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction of the Public Offsite Improvements and the Reimbursable Offsite Improvements must be paid the prevailing per diem wage rate for their labor classification, as determined by the State, pursuant to *Labor Code* sections 1720 *et seq.*

(b) As a further material part of this Agreement, Developer agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, consultants and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever type or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of the Developer or Developer's contractors to comply with the prevailing wage laws of the State of California in connection with the Public Off-Site Improvements. If the City or any of the other indemnified parties is named as a party in any dispute arising from the failure of Developer or Developer's contractors to pay prevailing wages, City reserves the right to either (1) approve the attorney(s) which Developer selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Developer shall reimburse City forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

13. Regulation by Other Governmental Agencies/Entities.

The parties acknowledge that governmental agencies/entities other than City possess authority to regulate the development of the Ridgecrest Commercial Specific Plan on the Property and the parties agree that this Agreement does not and is not intended to affect the authority of such other governmental agencies/entities.

14. [Reserved].

15. Cooperation Between Parties in Implementation of this Agreement.

Developer and City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the terms of this Agreement and the Applicable Standards. The City shall proceed in an expeditious manner to complete all actions required for the implementation of the Ridgecrest Commercial Specific Plan, including but not limited to, processing and checking all maps, plans, permits, building plans and specifications and other plans relating to development of the Property filed by Developer or its nominee, successor or assign as necessary for development of the Property. It is the parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Property in accordance with the terms of this Agreement and the Applicable Standards.

16. New Taxes.

Any subsequently enacted Citywide taxes shall apply to the Property provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

17. Indemnity.

Developer agrees to indemnify and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any actual liability incurred by the City for any personal injury or property damage which may arise out of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction and improvement, of the Property or the Ridgecrest Commercial Specific Plan. City shall promptly notify Developer of any decision or judgment wherein City incurs any such liability. Notwithstanding the aforementioned, Developer shall have no indemnification obligation with respect to negligence or willful misconduct of the City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond).

18. Assignment.

(a) Developer may, at any time, or from time to time, transfer its right, title or interest in or to all or any portion of the Property. In accordance with *Government Code* Section 65868.5, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to Developer in the Property, except as provided in paragraph (c) below. As a condition precedent to any such transfer, Developer shall require the transferee to acknowledge in writing that transferee has been informed, understands and agrees that the burdens and benefits under this Agreement relating to such transferred property shall be binding upon and inure to the benefit of the transferee. All sales, transfers or assignments of this Agreement shall be made in strict compliance with the following:

- (1) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.
- (2) Concurrent with any such sale, transfer or assignment, or within ten (10) business days thereafter, Developer shall notify the City Manager, in writing, of such sale, transfer or assignment and shall provide City with an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of Developer under this Agreement with respect to the portion of the Property so sold, transferred or assigned.

- (3) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by subparagraph (ii) of this paragraph (b), the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny a proposed sale, transfer or assignment pursuant to the terms of this Section 18(iii), which approval shall not be unreasonably withheld.

(b) Notwithstanding any sale, transfer or assignment, a transferring Developer shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by City, which release shall be provided by City upon the full satisfaction by such transferring owner of the following conditions:

- (1) Developer no longer has a legal or equitable interest in all or any part of the Property sold, transferred or assigned.
- (2) Developer is not then in default under this Agreement.
- (3) Developer has provided City with the notice and executed agreement required under subparagraph (ii) of paragraph (a) above.
- (4) The purchaser, transferee or assignee provides City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder.

(c) In the event of a sale, transfer or assignment pursuant to the provisions of paragraph (b) above:

- (1) The assignee shall be liable for the performance of all obligations of Developer with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(a) Notwithstanding the foregoing, the assignee shall not be liable for the performance of any of the obligations stated in Section 8 or Section 10 if Developer remains fully responsible and liable for the design, construction and installation of the Public Offsite Improvements or Reimbursable Offsite Improvements (collectively "Improvements"). Developer shall ensure, prior to assignee's improvement or development of the transferred property should development of assignee's property precede Developer's property, that the assignee post cash, surety bonds, a letter of credit or other collateral reasonably acceptable to City to secure the completion of the Improvements.

(b) Notwithstanding the foregoing, the assignee shall not be responsible for any of the obligations stated in Section 14.

(2) The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(3) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the Developer.

(4) Such assignee shall be added to the notice provision in Section 35.

(d) Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 18.

19. Covenants Run With The Land.

The terms of this Agreement are legislative in nature, and apply to the Property as regulatory ordinances. During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof, and any interest therein, whether by sale, operation of law or other manner, and they shall inure to the benefit of the parties and their respective successors.

20. Conflict with State or Federal Law.

In the event that State or Federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. The Ridgecrest Commercial Specific Plan shall be deemed modified only to the extent necessary to comply with future state or federal laws or regulations. In the event Developer alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the City does not agree, the Developer may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 20 shall impose on City any monetary liability for contesting such declaratory relief (or other similar non-monetary relief). Should State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in any of the Applicable Standards, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the

Agreement shall be approved by the City Council in accordance with the Development Agreement Law.

21. Periodic Review.

During the term of this Agreement, the City shall conduct “annual” and/or “special” reviews of Developer’s good faith compliance with the terms and conditions of this Agreement in accordance with the Applicable Standards and the Development Agreement Law.

22. Amendment.

This Agreement shall be amended pursuant to Section 5 of the adopting Initiative Ordinance.

23. Entire Agreement.

This Agreement and all exhibits attached hereto or incorporated herein contain the sole and entire Agreement between the parties concerning the Property and Ridgecrest Commercial Specific Plan. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof, except representations set forth herein, and each party acknowledges that it has relied on its own judgment in entering this Agreement. The parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other.

24. Events of Default.

Developer shall be in default under this Agreement (an “Event of Default”) upon the happening of one or more of the following events:

(a) A warranty, representation or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made if the City shows that such warranty, representation or statement would have had a material, adverse effect on the City’s willingness to enter into this Agreement;

(b) A finding and determination by the City made following an annual or special review under the procedure provided for in the Development Agreement Law and that, upon the basis of substantial evidence, Developer has not complied in good faith with the terms and conditions of this Agreement; or

(c) Developer fails to fulfill any of its obligations set forth in this Agreement.

25. Procedure Upon Default.

(a) The City shall give Developer written notice of any Event of Default under this Agreement, which shall reasonably describe the alleged Event of Default, and Developer shall have thirty (30) days after the date of receipt of the notice to cure the Event of Default or to commence the procedures or actions needed to cure the Event of Default.

(b) Upon the occurrence of an Event of Default not cured by the Developer pursuant to Section 24 above, the City may terminate or modify this Agreement in accordance with the provisions of the Development Agreement Law.

(c) The City shall not be deemed to have waived any claim of defect in Developer's performance if, on annual or special review, the City does not propose to terminate this Agreement.

(d) No waiver or failure by the City or Developer to enforce any provision of this Agreement shall be deemed to be a waiver of any provision of this Agreement or of any subsequent breach of the same or any other provision.

(e) Any actions for breach of this Agreement shall be decided in a court of competent jurisdiction located in Kern County, California.

26. Attorneys' Fees and Costs.

If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs. In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization challenging the validity of the Ridgecrest Commercial Specific Plan, this Agreement, any subsequent approval, or the sufficiency of any environmental review, the parties agree to cooperate with each other in the defense of any such challenge. In the event City and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each may select its own legal counsel. Notwithstanding the above, City and Developer agree that City may, at its sole option, tender the complete defense of any such third party challenge to the Developer, and upon acceptance of such tender by Developer, Developer shall indemnify and hold harmless City against any and all fees and costs arising out of the defense of such challenge and shall control the defense. Should Developer refuse to accept such a tender by the City, City may defend such action or proceeding and if City so defends, Developer shall indemnify and hold City harmless from all fees and costs arising out of such defense.

27. Severability.

If any term or condition of this Agreement is for any reason held by a final judgment of a court of competent jurisdiction to be invalid ("Judgment"), then the remaining terms of this Agreement shall continue to be valid unless the provision that is found to be invalid constitutes a material change in the consideration for this Agreement, in which case, at the election by written notice of the party adversely affected by such change, this entire

Agreement shall become invalid, and shall be deemed null and void and of no further force or effect as of the date of the Judgment.

28. No Third Parties Benefited.

No person other than the City, Developer, or their respective successors is intended to or shall have any right or claim under this Agreement, this Agreement being for the sole benefit and protection of the parties hereto and their respective successors. Similarly, no amendment or waiver of any provision of this Agreement shall require the consent or acknowledgment of any person not a party or successor in interest to a party to this Agreement.

29. Binding Effect of Agreement.

The provisions of this Agreement shall bind and inure to the benefit of the parties originally named herein and their respective successors and assigns.

30. Relationship of Parties.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer and that the Developer is not an agent of City. The parties do not intend to create a partnership, joint venture or any other joint business relationship by this Agreement. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

31. Mortgagee Protection: Certain Rights of Cure.

(a) Mortgage Protection. This Agreement shall be superior and senior to all liens placed upon the Property or portion thereof after the date on which a memorandum of this Agreement is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

(b) Mortgagee Not Obligated. No foreclosing Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of any improvements required by this Agreement, or to pay for or guaranty construction or completion thereof. City, upon receipt of a written request therefor from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as is

reasonably possible, or the Mortgagee provides assurances reasonably satisfactory to City that such defaults will be cured. The foreclosing Mortgagee thereafter shall comply with all of the provisions of this Agreement.

(c) Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer hereunder and specifying the address for service thereof, City shall deliver to the Mortgagee (concurrently with service thereof to Developer), all notices given to Developer describing all claims by the City that an Event of Default has occurred, or will, after the expiration of any applicable cure period, occur. If City determines that Developer is not in compliance with this Agreement, City also shall serve notice of noncompliance on the Mortgagee, concurrently with service thereof on Developer. Each Mortgagee shall have sixty (60) days to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

32. Estoppel Certificate.

Either party from time to time may deliver written notice to the other party requesting written certification that, to the knowledge of the certifying party (i) this Agreement is in full force and effect and constitutes a binding obligation of the parties; (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications; and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and monetary amount, if any, of the default. A party receiving a request hereunder shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager of the City shall have the right to execute the certificates requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by permitted transferees, lessees, and Mortgagees. At the request of the Developer, the certificates provided by City establishing the status of this Agreement with respect to the Property shall be in recordable form, and Developer shall have the right to record the certificate at its cost.

33. Force Majeure.

Notwithstanding anything to the contrary contained herein, either party shall be excused for the period of any delay in the performance of any of its obligations hereunder, when prevented from so doing by certain causes beyond its control, including, and limited to, major weather differences from the normal weather conditions for the Ridgecrest, California area, war, acts of God or of the public enemy, fires, floods, strikes, freight embargoes, and acts of the government (other than the City).

34. Rules of Construction and Miscellaneous Terms.

(a) The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

(b) Time is and shall be of the essence in this Agreement.

(c) Where a party to this Agreement consists of more than one person, each such person shall be jointly and severally liable for the performance of such party's obligation hereunder.

(d) The captions in this Agreement are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the provisions thereof.

(e) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California in effect on the date thereof.

35. Exhibits

- Exhibit "A" - Legal Description
- Exhibit "B" - Description of the Project
- Exhibit "C" - Site Plan
- Exhibit "D" - Public Offsite Improvements
- Exhibit "E" - Reimbursable Offsite Improvements
- Exhibit "F" - Development Impact Fees
- Exhibit "G" - Certificate of Completion

36. Notices. All notices required or provided for under this Agreement be in writing and delivered in person or sent by certified mail, postage prepaid. Notice required to be given to the City shall be addressed as follows:

(a) **Prior to opening for business.** For any period of time prior to the date that Developer is operational (Developer having no obligation to do so), all notices and other communications shall be sent to the following addresses:

If to Developer:

[To be inserted by City Manager upon signature]

If to City:

City of Ridgecrest
Attention: Public Services Department
100 West California Avenue
Ridgecrest, California 92376

With a copy to:

[To be inserted by City Manager upon signature]

With a copy to:

[To be inserted by City Manager upon signature]

(2) **After opening for business.** For any period of time after Developer is operational (Developer having no obligation to do so), all notices and other communications shall be sent to the following addresses:

If to Developer:

[To be inserted by City Manager upon

If to City:

City of Ridgecrest

signature]

Attention: Public Services
Department
100 West California Avenue
Ridgecrest, California 92376

Notices shall be deemed effective upon receipt or rejection only.

A party may change its address for notice by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

CITY OF RIDGECREST

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

DEVELOPER

By: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Kern, City of Ridgecrest, and described as follows:

First Parcel:

Parcel A of Lot Line Adjustment No. 07-04 per Certificate of Compliance recorded August 13, 2007 as Instrument No. 0207167682, of Official Records, and as corrected by Instrument No. 0208082474, of Official Records, recorded on May 23, 2008, more particularly described as follows:

Being an adjustment of Parcel 1 of Parcel Map No. 5784, recorded December 10, 1980 in Book 26, page 6, of maps, a portion of the Northwest quarter of Section 10, Township 27 south, Range 40 East, Mount Diablo Meridian, together with a portion of the remainder of parcel map 9226, recorded May 23, 1990 in Book 40, page 71 of Parcel Maps, a portion of the Northeast quarter of Section 9, Township 27 south, Range 40 East, Mount Diablo Meridian, in the City of Ridgecrest, County of Kern, State of California, more particularly described as follows:

Commencing at the Northeast corner of said Section 9; thence South $00^{\circ}56'14''$ West along the East line of said Section 9, 113.94 feet to the point of beginning;

Thence South $00^{\circ}56'14''$ West along the Westerly boundary of said Parcel 1, a distance of 34.18 feet to an angle point in said Westerly boundary;

Thence North $89^{\circ}18'42''$ East along the Northerly boundary of said Parcel 1, a distance of 55.02 feet to an angle point in the Northerly boundary;

Thence, North $00^{\circ}56'14''$ East along the Westerly boundary of said Parcel 1, a distance of 64.03 feet to an angle point in said Westerly boundary;

Thence, North $89^{\circ}18'42''$ East along the Northerly boundary, 604.32 feet to the Northeast corner of said Parcel 1;

Thence, South $00^{\circ}56'57''$ West along the East boundary of said Parcel 1, a distance of 814.19 feet to the Southeast corner of said Parcel 1;

Thence, south $89^{\circ}59'52''$ West along the South boundary of said Parcel 1, a distance of 603.99 feet to the Southwest corner of said Parcel;

Thence, North $00^{\circ}56'14''$ East along the Westerly boundary of said Parcel 1, a distance of 55.01 feet to an angle point in said Westerly boundary;

EXHIBIT "A"
LEGAL DESCRIPTION

Thence, south 89°59'52" West along the Southerly boundary of said Parcel 1, a distance of 55.01 feet to an angle point in said Southerly boundary;

Thence, North 00°56'14" East along the Westerly boundary of said Parcel 1, a distance of 0.02 feet to an angle point in said Westerly boundary;

Thence, North 89°03'46" West along the Southerly boundary of said portion of remainder, a distance of 30.00 feet to an angle point in said Southerly boundary;

Thence, South 00°56'14" West along the Easterly border of said portion of remainder, a distance of 10.42 feet to the Southeast corner of said portion of remainder, hereinafter referred to as "Point A";

Thence, continuing South 89°59'52" West, 450.49 feet to a point on the Westerly boundary of said portion of remainder also being the East right of way line of South China Lake Boulevard, said point being the beginning of a non-tangent curve, concave to the Northwest, having a radius of 2055.00 feet to which point a radial line bears North 43°08'25" West;

Thence, Northeasterly along said curve through a central angle of 24°54'55", an arc length of 893.62 feet to an angle point in said portion of remainder also being a point on the South right of way line of Bowman Road;

Thence, South 18°07'01" East along the Northerly boundary of said portion of remainder, 32.31 feet to an angle point in said portion of remainder;

Thence, South 89°03'46" East along the Northerly boundary of said portion of remainder, 30.00 feet to the point of beginning.

Second and Third Parcel

Parcels A and B of Lot Line Adjustment No. 07-05 per Certificate of Compliance recorded August 13, 2007 as Instrument No. 0207167680, of Official Records, more particularly described as follows:

Parcel A:

Being an adjustment of Parcel 1 & 3 of Parcel Map No. 5870, recorded January 19, 1981 in Book 26 of Parcel maps at page 31, a portion of the East ½ of the West ½ of the NW ¼ of Section 10, T 27S., R 40 E, M.D.B.&M., in the City of Ridgecrest, County of Kern, State of California, more particularly described as follows:

Commencing at the Northwest corner of said Section 10; thence North 89°43'00" East along the Northerly line of said Section 10, also known as centerline of Bowman Road, 659.252 feet to the prolongation of the West line of said Parcel 1;

EXHIBIT "A" LEGAL DESCRIPTION

Thence, South 00°58'23" West a distance of 79.731 feet to the Northwest corner of said Parcel 1, also known as the point of beginning;

Thence, North 89°20'08" East along said Northerly boundary, 329.685 feet to the Northeast corner of said Parcel 1;

Thence, South 00°58'49" West, along the East boundary and prolongation of said parcel 1, a distance of 818.14 feet;

Thence, South 89°58'42" West, a distance of 329.51 feet to the point on the west lien of said Parcel map;

Thence, North 00°58'23" East along said westerly boundary, 814.19 feet to the point of beginning.

Parcel B:

Being an adjustment of Parcel 2 & 3 of Parcel Map No. 5870, recorded January 19, 1981 in Book 26 of Parcel Maps at page 31, a portion of the East ½ of the West ½ of the NW ¼ of Section 10, T 27S., R.40E., M.D.B.&M., in the City of Ridgecrest, County of Kern, State of California, more particularly described as follows:

Commencing at the North ¼ corner of said Section 10; thence south 89°43'00" West along the Northerly line of said Section 10, also known as centerline of Bowman Road, 1318.505 feet to the prolongation of the East line of said Parcel 2;

Thence, South 00°59'05" West a distance of 75.345 feet to the Northeast corner of said Parcel 2, also known as the point of beginning;

Thence, South 00°59'05" West along said Easterly boundary, 822.09 feet;

Thence, North 89°58'42" West, a distance of 329.52 feet;

Thence, North 00°58'49" East, along the prolongation of the Westerly boundary of said Parcel 2, a distance of 818.14 feet to the Northwest corner of said Parcel 2;

Thence North 89°20'08" East along said Northerly boundary, 329.686 feet to the point of beginning.

(End of Legal Description)

**EXHIBIT "A"
LEGAL DESCRIPTION**

EXHIBIT "B"

DESCRIPTION OF THE PROJECT

Site Description

The Ridgecrest Commercial Specific Plan is located at the southeast corner of South China Lake Boulevard and Bowman Road. The property is bounded by Bowman Road to the north, future Silver Ridge Drive and vacant commercially zoned land to the east, an existing church and commercially zoned vacant land to the south, and South China Lake Boulevard and existing commercial development.

Project Description

See Ridgecrest Commercial Specific Plan.

EXHIBIT "C"
SITE PLAN

See Ridgecrest Commercial Specific Plan, Figure 1.

EXHIBIT "C"

EXHIBIT "D"

PUBLIC OFFSITE IMPROVEMENTS

In addition to all public improvements which are required by the Ridgecrest Commercial Specific Plan, the Developer shall design, construct and install the following Public Offsite Improvements:

1. Drainage Improvements to BW-9. The estimated cost of this improvement is \$111,697.
2. Drainage Improvement CHW-16, a concrete arched span culvert under Bowman Road, connecting CHW-14 to BW-11. The estimated cost of this improvement is \$505,000.
3. Drainage Improvements to CHW-16. The estimated cost of this improvement is \$79,032.
4. Drainage Improvements to CHW-14. The estimated cost of this improvement is \$104,851.
5. Widening of Bowman Road from South China Lake Boulevard to Silver Ridge Street. The estimated cost of this improvement is \$548,204.
6. Traffic Improvements to Silver Ridge Street. The estimated cost of this improvement is \$167,641. (Extension of Silver Ridge from southern Project boundary to Bataan not required for Project.)
7. Bowman Road Traffic Signal. The estimated cost of this improvement is \$249,916.

EXHIBIT "D"

EXHIBIT "E"

REIMBURSABLE OFFSITE IMPROVEMENTS

The Developer shall design, construct and install the Reimbursable Offsite Improvements identified below. The City will reimburse the Developer for the portion of actual costs exceeding the Developer's share of the costs as set forth below. These improvements include the following:

1. Traffic Improvements at South China Lake Boulevard and Bowman Road. The estimated cost of this improvement is \$303,951 and the Developer is expected to pay approximately \$196,930 of the construction costs. The City's share of the improvement cost is \$125,000, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.
2. Traffic improvements to China Lake Boulevard. The estimated cost of this improvement is \$321,930 and the Developer is expected to pay approximately \$178,951 of the construction costs. The City's share of the improvement cost is \$125,000, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.
3. Traffic Improvements to Bataan Avenue. The estimated cost of this improvement is \$71,283. (Extension of Bataan from current terminus to connect to Silver Ridge not required for Project). The City's share of the improvement cost is \$71,283, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.
4. The BW-10 crossing, reinforced concrete pipes under South China Lake Boulevard, connecting BW-9 to BW-11. The estimated cost of the improvement is \$30,000 and the Developer is expected to pay approximately \$15,000 of the construction costs. The City's share of the improvement cost is \$15,000, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.
5. BW-11/BW-13 drainage channel from South China Lake Boulevard to Forest Knoll, along with BW-12 crossing, culverts under Sunland Street, connecting BW-11 to BW-13. The estimated cost of the improvement is \$795,374 and the Developer is expected to pay approximately \$509,786 of the construction costs. The City's share of the improvement cost is \$285,589, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.
6. Traffic Improvements to Sunland Road. The estimated cost of the improvement is \$340,454. The City's share of the improvement cost is \$340,454, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.

EXHIBIT "E"

7. Traffic Improvements to Bowman Road (east of Silver Ridge Street). The estimated cost of the improvement is \$224,836. The City's share of the improvement cost is \$224,836, which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.
8. Construction of off-site sewer improvements to Upjohn Street. The estimated cost of the improvement is \$761,565 and the Developer is expected to pay approximately \$247,000 of the construction costs. The City's share of the improvement cost is \$514,565 which will be reimbursed to the Developer with additional contingency, overhead and profit as set forth in the Development Agreement.

EXHIBIT "F"

ESTIMATED DEVELOPMENT IMPACT FEES FOR MAJOR TENANT

Drainage Impact Fees:	\$ 302,439 (28.9 acres x \$10,465/acre)
Traffic Impact Fees:	\$ 893,184 (192,000 square feet x \$4,652/1,000 square feet)
Sewer Impact Fees:	\$ 85,648 (Capacity fee: 424 fixtures x \$175/fixture + Sewer Connection fee: 424 fixtures x \$27/fixture)

EXHIBIT "F"

EXHIBIT "G"
CERTIFICATE OF COMPLETION

EXHIBIT "G"

RECORDING REQUESTED BY:
City Clerk
City of Ridgecrest

WHEN RECORDED MAIL TO:
City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 27383

CERTIFICATE OF COMPLETION

Public Offsite Improvements and Reimbursable Improvements

I, _____, City Manager of the City of Ridgecrest, a municipal corporation ("City"), certify as follows:

By its Resolution No. _____, adopted and approved _____, _____, the City Council resolved:

Section 1. The Public Offsite Improvements and Reimbursable Offsite Improvements ("Improvements") required to be constructed in accordance with that certain Development Agreement dated _____, 20____, by and between Developer, in relation to that certain real property described in the legal description(s) attached to this Certificate of Completion as Exhibit "A" are complete in accordance with the provisions of the Agreement.

Section 2. This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Development Agreement to construct and install the Improvements. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Development Agreement. The Development Agreement is an official record of the City and a copy of the Development Agreement may be inspected in the office of the City Clerk located at _____, California _____, during the regular business hours of the City.

DATED AND ISSUED this _____ day of _____, _____

City Manager

EXHIBIT "G"

Exhibit "A"

Legal Description

EXHIBIT "G"

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: A resolution establishing policies for the provision of services and administration of mandatory curbside solid waste and recycling ordinance.

PRESENTED BY: Harvey M. Rose, City Manager

SUMMARY: Having passed Ordinance No. 09-01 mandating curbside solid waste and recycling service, the City Council is asked to approve a resolution that establishes certain policies for the administration of this Ordinance. While we are in the first billing cycle of this service, certain questions and problems have arisen. It is hoped that the policies included in the attached resolution will clarify and correct.

The attached resolution has been drafted using minutes and notes from recent meetings of the City Council with the franchisee, the public, and staff. It is hoped that all Council recommendations have been included, If not, the attached resolution can be modified and returned for approval. Once the resolution is adopted, staff can craft an application for exemption/refund/credit/adjustment.

City Council may wish to adopt further policies as this new service unfolds in our community.

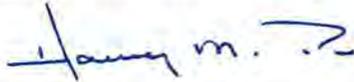
As discussed, these policies may be adopted by resolution, or by Council direction to staff, or by an executed agreement between the City and Benz.

Updates are based on a meeting held with representatives of Benz, Mayor Pro Tem Ronald Carter, Vice Mayor Thomas Wiknich, and staff on 1/7/10. As this Agenda cover sheet is being prepared, alternative policies written by representatives of Benz have not yet been received.

ACTION REQUESTED: Review, comment, adjust, and approve .

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



Submitted by: Harvey M. Rose, City Manager

Action Date: January 13, 2010

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING POLICIES FOR THE PROVISION OF SERVICES AND ADMINISTRATION OF ORDINANCE NO. 09-01 WHICH PROVIDES COMMUNITY WIDE UNIVERSAL (MANDATORY) CURBSIDE SOLID WASTE AND RECYCLING SERVICE

The City Council of the City of Ridgecrest, California, hereby resolves the establishment of the following policies for the efficient provision of services and administration of Ordinance No. 09-01 mandating curbside solid waste and recycling service:

1. Residential property owners with legitimate hardship or circumstances may be exempted or qualify for credits or adjustments:
 - a. Property is inaccessible by collection vehicles in that there is less than 14 feet clearance in height or width or poses a dangerous condition to the solid waste contractor.
 - b. Dwelling is unoccupied/vacant for a period in excess of three months, or dwelling is unoccupied while it is for sale, or dwelling is unoccupied between renters, or dwelling is unoccupied during construction or remodeling. Property owner will apply stating start and ending dates, and there will no waste receptacles placed at the curb during the stated dates.
 - c. Occupant property owner is certified as to low income, based on a review of a Federal 1040 Income Tax Form, (CARE) program, (LIEE) program, or other documents. Qualified property owners may be eligible for adjustments in the form of discounts.
 - d. Occupant property owner is physically incapable of bringing trash/recyclables/green waste receptacles to curb due to handicap as certified by licensed physician. Such an applicant may be eligible for special service.
 - e. Occupants of a duplex, triplex, or fourplex who reasonably show they can share trash/recyclables/green waste receptacles.
2. Residential or commercial property owners with legitimate circumstances may be exempted or qualify for credits or adjustments:
 - a. Commercial property owners or occupants may “right size” their trash/recyclables/green waste receptacles by reasonably showing they can contain all trash/recyclables/green waste in any of available size containers between pickups by the collector. This is not intended to promote “self haul.” The lids of smaller receptacles must be kept closed, weight limitations must be observed, and areas around receptacles must be kept in a sanitary and non-hazardous condition.

- b. Commercial property owners who currently receive multiple pickups each week may reduce the number of pickups provided containers are kept sanitary, and non-hazardous.
- 3. All service must result in containers with lids fully closed and not exceeding the weight limitations of the specific container or bin.
- 4. Additional certification of recycling and diversion reduction may be required in the future to assure compliance with CIWMB goals and objectives relating to overall community diversion rates.
- 5. Any exclusion granted by the City is revocable for cause. Any exclusion granted can be made conditional, as needed to ensure continuing eligibility. Violations of any such conditions can result in the revocation of the exclusion.

APPROVED this ____ day of _____, 20__ by the following votes:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST:

Rachel Ford, City Clerk

5

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

To grant a designated period for two years additional service credit (Golden Handshake) for the eligible local Miscellaneous member

PRESENTED BY:

Ann Taylor

SUMMARY:

Effective February 16, 2002 the city's contract with the California's Public Employees' Retirement System (CalPERS) was amended to allow two years of additional service credit (Golden Handshake) to local safety and local miscellaneous member. The retirement window is February 1, 2010 to April 30, 2010. This benefit allows members to retire during a designated window period because of impending mandatory transfer, layoff, or demotions and receive two additional years of service credit at no cost to the member. At this time it is a Maintenance II position only being offered the golden handshake.

FISCAL IMPACT:

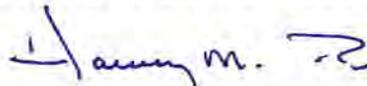
Reviewed by Finance Director

ACTION REQUESTED:

Approve as recommended

CITY MANAGER /EXECUTIVE DIRECTOR RECOMMENDATION

Action as requested:



Submitted by: Ann Taylor

Action Date: 01/13/10

RESOLUTION NO. 10-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL TO GRANT A DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICE CREDIT(GOLDEN HANDSHAKE) FOR THE ELIGIBLE LOCAL MISCELLANEOUS MEMBER

WHEREAS, the City of Ridgecrest is a contracting Public Agency of the Public employees Retirement System; and

WHEREAS, said Public Agency desires to provide a designated period for Two Years of Additional Service Credit, Government code Section 20903 and 7507, based on contract amendment included in said contract that provided for Section 20903, Two Years Additional Service Credit for the eligible Miscellaneous members; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Ridgecrest authorizes the designated period be from February 1, 2010 – April 30, 2010 for the eligible Miscellaneous member: Maintenance II Position

APPROVED AND ADOPTED this 13th day of January 2010 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST:

Rachel J. Ford, City Clerk

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT

Confirmation of Administrative Policy 2010-1 Model Home Permit Agreement.

PRESENTED BY:

James McRea

SUMMARY:

The City Council at their regular meeting of September 02,2009 considered the currently policy of the City of Ridgecrest in regards t one dwelling unit per lot of record. Government Code Section 66499.30 of the Subdivision Map act allow permits to be issued for model homes. A portion of the Government Code and an Administrative Policy is attached for review and or comment.

D.R. Horton is proceeding with development of Tract Map No. 6740 with two model homes. The Tract Map is scheduled to record towards the end of the month.

FISCAL IMPACT:

None

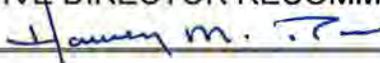
Reviewed by Finance Director

ACTION REQUESTED:

Motion to receive and file

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested :



Submitted by: James McRea
(Rev 6-12-09)

Action Date: 01-13-10

Department: Engineering & Public Services
Policy No.: 2010-1

Title: Model Home Permit Agreement

BACKGROUND/PURPOSE: Pursuant to Section 66499.30 of the California Government Code no person shall sell, lease, or finance any parcel or parcels of real property or commence construction of any building for sale, lease or financing thereon, except for model homes, or allow occupancy thereof, for which a final map or parcel map is required ...

POLICY: The Administrative Policy shall permit a maximum number of four models to be constructed on a Tentative Map or Parcel Map in accordance with the following:

Tract/Parcel Map No. _____ Plan Check No. _____

Project Site Address _____

It is hereby agreed that I/we understand that the purpose of a model home is to allow construction of a dwelling which may be used for sales purposes only.

A separate building permit will be required to change the approved occupancy of this building from commercial use to that of a single family dwelling unit and to make any necessary modifications to the structure (i.e., converting sales room back to a garage, etc.). This building may not be used as a dwelling unit until I/we have obtained a certificate of occupancy in writing from the City of Ridgecrest and that all development impact and associated fees have been paid.

Should it be determined subsequently by the City that changes in the building design are necessary after commencement of work authorized by this permit, I/we assume full responsibility and all risk of loss which may result by reason of such change. I/we agree that the building shall conform to the approved final plans as amended without regard to the stage of completion.

I/we certify that I/we have read, understand, and agree to the above conditions.

Owner signature Date

Contractor signature Date

Building Official Approval Date

Approved by City Manager: _____ Date: _____

GOVERNMENT CODE
SECTION 66499.30-66499.31

66499.30. (a) No person shall sell, lease, or finance any parcel or parcels of real property or commence construction of any building for sale, lease or financing thereon, except for model homes, or allow occupancy thereof, for which a final map is required by this division or local ordinance, until the final map thereof in full compliance with this division and any local ordinance has been filed for record by the recorder of the county in which any portion of the subdivision is located.

(b) No person shall sell, lease or finance any parcel or parcels of real property or commence construction of any building for sale, lease or financing thereon, except for model homes, or allow occupancy thereof, for which a parcel map is required by this division or local ordinance, until the parcel map thereof in full compliance with this division and any local ordinance has been filed for record by the recorder of the county in which any portion of the subdivision is located.

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT

Confirmation of Administrative Policy 2010-2 Recycled Products Purchasing and Procurement Policy.

PRESENTED BY:

James McRea

SUMMARY:

The City of Ridgecrest is adopting a Recycled Products Purchasing and Procurement Policy, as attached. It is a required task of the Local Assistance Plan (LAP) and therefore presented to the City Council for review and comment.

FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED:

Motion to receive and file

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested : *James M. McRea*

Submitted by: James McRea
(Rev 6-12-09)

Action Date: 01-13-10

Department: Public Services
Policy No.: 2010-2

Title: Recycled Products Purchasing and Procurement Policy

BACKGROUND/PURPOSE: The purpose of this policy is to support the purchase of recycled and environmentally preferred products consistent with the requirements of Assembly Bill 939, requiring a 50% reduction of material going to landfills. The City of Ridgecrest recognizes that true recycling can only be achieved if markets exist for products with recycle content. Therefore, all Departments and its employees will support market development by choosing the purchase of environmentally preferred products whenever:

- They perform satisfactorily; and
- They are available at a reasonably competitive price

The City shall adopt and promote the use of recycled/recyclable supplies and materials as a priority. In so doing, the City shall:

1. Encourage waste prevention, recycling, market development and use of recycled/recyclable materials through lease agreements, contractual relationships and purchasing practices with vendors, contractors, businesses and other governmental agencies.
2. Adopt waste prevention, recycling and use of recycled supplies/materials as a priority.
3. Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed.
4. Serve as a model for Kern County Cities to influence waste prevention, recycling and procurement efforts.

POLICY: The Administrative Policy shall require the following:

- A. City staff shall specify the use of recycled and environmentally preferable products, whenever practical, to the extent that use does not negatively impact health, safety, performance or operational efficiency.
- B. City staff shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- C. City staff will favorably consider the selection of recycled and other environmentally preferred products over their non-recycled content

alternatives in cases where availability, fitness, health and operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than the non-recycled content alternative.

- D. City staff shall practice waste prevention whenever practical.
- E. City staff shall practice recycling in their work areas whenever practical.

Best Practices

A. Procurement Practices

In cooperation with their customers, the City shall evaluate at least the following environmentally preferable product categories and purchase them whenever practical:

1. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
2. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper.
3. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
4. Re-refined antifreeze, including on-site antifreeze recycling.
5. Re-refined lubricating and hydraulic oils.
6. Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts.
7. Recycled content construction, building and maintenance products, including plastic lumber, paint, carpet, tiles and insulation.
8. Re-crushed cement concrete aggregate and asphalt.
9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
10. Re-treaded tires and products made from recycled tire rubber, including rubberized asphalt, playground surfaces and fatigue mats.
11. Compost, mulch, and other organics, including recycled biosolid products.
12. Re-manufactured paint.
13. Other products that may be designated by General Services.

B. Waste Prevention Practices

City staff is encouraged to reduce their consumption of resources by incorporating the following practices into their daily activities.

1. Consider durability and reparability of products prior to purchase.
2. Conduct routine maintenance on products/equipment to increase useful life.
3. Use duplex features on laser printers and copiers. Specify duplex on print jobs.
4. Send and store information electronically when possible. This includes email, website and electronic fax.
5. Review record retention policies and implement document imaging systems.
6. Other waste prevention practices that further the goals of this policy.

C. Responsibilities of City Staff

City staff shall be responsible for the implementation of this policy and shall:

1 Make every reasonable effort to purchase and use recycled products or those with recycled content whenever practical to the extent such use does not adversely affect health, safety, or operational efficiency and effectiveness, including but not limited to the items indicated on [Attachment 1](#), attached hereto and incorporated by reference. The term "recycled products" shall be construed to mean products which contain recycled materials or are reusable or recyclable, provided however, that recycled paper products must contain recycled materials.

2 Practice waste prevention and continue to utilize recycling programs and expand them where possible.

3 Review purchasing specifications and contract requirements and--where feasible--revise such specifications and contract requirements to encourage the use of recycled products. The staff shall consider--where feasible--the ability of products and/or their packaging to be reused, reconditioned, or recycled. Each Division shall purchase--where feasible--products which minimize waste and toxic by-products in their manufacture, use, recycling, and disposal. Each Division shall also purchase/lease--where feasible--capital equipment which is compatible with the use of products containing recycled materials.

a. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials.

- b. Develop specifications--where feasible--used in public bidding aimed at eliminating barriers to recycled-content products, such as outdated or overly-stringent product specifications and specifications not related to product performance.
- c. Ensure that procurement documents require environmental preferred alternatives whenever practical.
- d. Educate, promote and evaluate this policy annually.

D. Exemption

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

E. Definitions

"Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Waste Prevention" means any action undertaken by an individual or organization to eliminate or reduce the amount or toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution.

"Environmentally Preferable Products" means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation and/or disposal of the product.

"Recycled Products" are products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste and/or other waste that otherwise would not have been utilized.

"Practical" means sufficient in performance and reasonably available at a reasonably competitive cost

Approved by City Manager: _____ **Date:** _____

Procurement Policy -- Attachment 1

List of Recycled Products

Plastic	Paper	Rubber
Carpet	Business cards	Dock bumpers
Construction wall covering	Computer paper	Floor tiles
Corrugated drain pipe	Copier paper	Retread tires
Culverts	Corrugated boxes	Rubberized asphalt
Curbside recycling containers	Cover stock	Trailer bumpers
Dollies	Envelopes	Wheel chocks
Fence posts	Facial tissue	
Fire engine cab mats	Legal pads	Other materials
Garbage can liners	Letterhead	Acoustic ceiling tiles
Ice scrapers	Linerboard	Cellulose fiber insulation
Indoor/outdoor furniture	Loose-fill packaging	Compost
Landfill caps & liners	Mailing tubes	Fly ash/concrete mixtures
Locker room benches	Napkins	Desert Mix
Lumber	Newsprint	Paint
Pallets	Offset	Reflective road striping
Parking bumpers	Padded mail bags	Re-refined lubricating oil
Plastic bags	Paper towels	Road signs
Playground equipment	Poster board	Roofing shingles
Refuse carts	Toilet tissue	
Shower dividers	Typing paper	
Speed bumps		
Toiler partitions		
Traction mats		
Truck bed mats		
Urinal screens		

COUNTY OF KERN
Waste Management Department

MANUAL OF POLICIES AND PROCEDURES

Section No.: R-002 **Prepared by:** Aurora Rush
Effective Date: June 6, 2007 **Approved by:** _____
Date Revised: _____ Daphne B. Harley

SUBJECT: Recycled Products Purchasing Policy

REFERENCES: Kern County Ordinance 2.38.151 – Purchases outside normal bid procedure – Accepting other than low bid.

POLICY

I. Purpose

The purpose of this policy is to support the purchase of recycled and environmentally preferred products consistent with the requirements of Assembly Bill 939, requiring a 50% reduction of material going to landfills. The Waste Management Department recognizes that true recycling can only be achieved if markets exist for products with recycle content. Therefore, this Department and its employees will support market development by choosing the purchase of environmentally preferred products whenever:

- They perform satisfactorily; and
- They are available at a reasonably competitive price

The Waste Management Department shall adopt and promote the use of recycled/recyclable supplies and materials as a Department priority. In so doing, the Department shall:

1. Encourage waste prevention, recycling, market development and use of recycled/recyclable materials through lease agreements, contractual relationships and purchasing practices with vendors, contractors, businesses and other governmental agencies.
2. Adopt waste prevention, recycling and use of recycled supplies/materials as a Department priority.
3. Generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed.
4. Serve as a model for Kern County to influence waste prevention, recycling and procurement efforts.

II. Definitions

"Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Waste Prevention" means any action undertaken by an individual or organization to eliminate or reduce the amount or toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution.

"Environmentally Preferable Products" means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation and/or disposal of the product.

"Recycled Products" are products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste and/or other waste that otherwise would not have been utilized.

"Practical" means sufficient in performance and reasonably available at a reasonably competitive cost.

III. Policies

- A. Waste Management Department staff shall specify the use of recycled and environmentally preferable products, whenever practical, to the extent that use does not negatively impact health, safety, performance or operational efficiency.
- B. Waste Management Department staff shall solicit the use of recycled and other environmentally preferred products in its procurement documents as appropriate.
- C. Waste Management Department will favorably consider the selection of recycled and other environmentally preferred products over their non-recycled content alternatives in cases where availability, fitness, health and operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than the non-recycled content alternative.
- D. Waste Management Department staff shall practice waste prevention whenever practical.
- E. Waste Management Department staff shall practice recycling in their work areas whenever practical.

IV. Best Practices

A. Procurement Practices

In cooperation with their customers, the WMD shall evaluate at least the following environmentally preferable product categories and purchase them whenever practical:

1. Printing and Writing Papers, including all imprinted letterhead paper, envelopes, copy paper and business cards. When practical, these shall contain a minimum of 30% post-consumer recycled content.
2. Paper Products, including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products comprised largely of paper.
3. Remanufactured laser printer toner cartridges and remanufactured or refillable ink-jet cartridges.
4. Re-refined antifreeze, including on-site antifreeze recycling.
5. Re-refined lubricating and hydraulic oils.
6. Recycled plastic outdoor-wood substitutes, including plastic lumber, benches, fencing, signs and posts.
7. Recycled content construction, building and maintenance products, including plastic lumber, paint, carpet, tiles and insulation.
8. Re-crushed cement concrete aggregate and asphalt.
9. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
10. Re-treaded tires and products made from recycled tire rubber, including rubberized asphalt, playground surfaces and fatigue mats.
11. Compost, mulch, and other organics, including recycled biosolid products.
12. Re-manufactured paint.
13. Other products that may be designated by General Services.

B. Waste Prevention Practices

Waste Management Department staff is encouraged to reduce their consumption of resources by incorporating the following practices into their daily activities.

1. Consider durability and reparability of products prior to purchase.
2. Conduct routine maintenance on products/equipment to increase useful life.
3. Use duplex features on laser printers and copiers. Specify duplex on print jobs.
4. Send and store information electronically when possible. This includes email, website and electronic fax.
5. Review record retention policies and implement document imaging systems.
6. Other waste prevention practices that further the goals of this policy.

V. Responsibilities of Waste Management Department

Waste Management Department staff shall be responsible for the implementation of this policy and shall:

- A. Make every reasonable effort to purchase and use recycled products or those with recycled content whenever practical to the extent such use does not adversely affect health, safety, or operational efficiency and effectiveness, including but not limited to the items indicated on [Attachment 1](#), attached hereto and incorporated by reference. The term "recycled products" shall be construed to mean products which contain recycled materials or are reusable or recyclable, provided however, that recycled paper products must contain recycled materials.
- B. Practice waste prevention and continue to utilize recycling programs and expand them where possible.
- C. Review purchasing specifications and contract requirements and--where feasible--revise such specifications and contract requirements to encourage the use of recycled products. The Department shall consider--where feasible--the ability of products and/or their packaging to be reused, reconditioned, or recycled. Each Division shall purchase--where feasible--products which minimize waste and toxic by-products in their manufacture, use, recycling, and disposal. Each Division shall also purchase/lease--where feasible--capital equipment which is compatible with the use of products containing recycled materials.
- D. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials.
- E. Develop specifications--where feasible--used in public bidding aimed at eliminating barriers to recycled-content products, such as outdated or overly-stringent product specifications and specifications not related to product performance.
- F. Ensure that procurement documents require environmental preferred alternatives whenever practical.
- G. Educate, promote and evaluate this policy annually.
- H. Encourage other County Departments to adopt similar policies.

VI. Exemption

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

Procurement Policy -- Attachment 1

List of Recycled Products

Plastic	Paper	Rubber
Carpet	Business cards	Dock bumpers
Construction wall covering	Computer paper	Floor tiles
Corrugated drain pipe	Copier paper	Retread tires
Culverts	Corrugated boxes	Rubberized asphalt
Curbside recycling containers	Cover stock	Trailer bumpers
Dollies	Envelopes	Wheel chocks
Fence posts	Facial tissue	
Fire engine cab mats	Legal pads	Other materials
Garbage can liners	Letterhead	Acoustic ceiling tiles
Ice scrapers	Linerboard	Cellulose fiber insulation
Indoor/outdoor furniture	Loose-fill packaging	Compost
Landfill caps & liners	Mailing tubes	Fly ash/concrete mixtures
Locker room benches	Napkins	Glassphalt
Lumber	Newsprint	Paint
Pallets	Offset	Reflective road striping
Parking bumpers	Padded mail bags	Re-refined lubricating oil
Plastic bags	Paper towels	Road signs
Playground equipment	Poster board	Roofing shingles
Refuse carts	Toilet tissue	
Shower dividers	Typing paper	
Speed bumps		
Toiler partitions		
Traction mats		
Truck bed mats		
Urinal screens		

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A Resolution To Approve a Professional Services Purchase Agreement with, Helt Engineering , Inc. for the preparation and provision of plans, specifications and engineering for the reconstruction and widening of South Norma Street from Church Avenue to Upjohn Avenue Authorize the City Manager to execute this agreement., and Accept the terms of the advance of CDBG funds.

PRESENTED BY:

Dennis Speer

SUMMARY:

The City of Ridgecrest is proposing to widen and reconstruct South Norma Street from Church Avenue to Upjohn Avenue using Community Development Block Grant (CDBG) funds administered by the Kern County Resource Management Agency (RMA). The current estimated construction cost is approximately \$500,000. This professional services purchase agreement is for the preparation and provision of plans, specifications and engineering that comply with City, State, and Federal requirements. The work provided under this agreement will enable this project to advance to the construction phase utilizing advanced CDBG allocations from FYs 2010-11 and 2011-12.

The proposed fee to complete the engineering work is \$42,507.

The opportunity to receive advanced CDBG funds is conditioned as follows:

1. 'Repay' the CDBG Funds in FYs 2010-11 and 2011-12.
2. Fund the Design cost.
3. Deliver the PS&E by April 30, 2010.

Staff recommends that the City enter into a professional services purchase agreement with Helt Engineering, Inc. for the preparation and provision of plans, specifications and engineering for this street project, and accept the terms of the advance of CDBG funds.

FISCAL IMPACT:

\$42,507. The fee for this service is budgeted in the Public Works Budget.

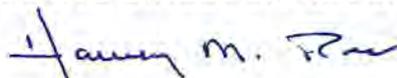
Reviewed by Administrative Services Director:

ACTION REQUESTED:

Adopt the resolution that Approves a Professional Services Purchase Agreement with Helt Engineering, Inc. for the preparation of plans, specifications and engineering for the reconstruction and widening of South Norma Street from Church Avenue to Upjohn Avenue, Authorize the City Manager to execute this agreement, and Accept the terms of the advance of CDBG funds.

CITY MANAGER/EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



RESOLUTION NO. 10-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING A PROFESSIONAL SERVICES PURCHASE AGREEMENT WITH HELT ENGINEERING, INC. FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ENGINEERING FOR THE RECONSTRUCTION AND WIDENING OF SOUTH NORMA STREET FROM CHURCH AVENUE TO UPJOHN AVENUE, AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AGREEMENT, AND ACCEPTING THE TERMS OF THE ADVANCE OF CDBG FUNDS.

WHEREAS, the City of Ridgecrest is proposing to widen and reconstruct South Norma Street from Church Avenue to Upjohn Avenue using Community Development Block Grant (CDBG) funds administered by the Kern County Resource Management Agency (RMA); and

WHEREAS, the proposed project is dependent on the advancement of CDGB Funds; and

WHEREAS, the Kern County Resource Management Agency (RMA) has conditioned the advancement of funds; and

WHEREAS, these conditions require the City of Ridgecrest to repay the advanced CDBG Funds, fund the cost of the design, and complete the design phase of the project prior to April 30, 2010; and

WHEREAS, the City of Ridgecrest retains Helt Engineering, Inc. as Contract City Engineer; and

WHEREAS, Helt Engineering, Inc. is professionally licensed for the preparation and provision of the plans, specifications and engineering for the project; and

WHEREAS, the proposed fee of \$42,507 is within the budget for these services;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby Approves a Professional Services Purchase Agreement with Helt Engineering, Inc. for the preparation of plans, specifications and engineering for the reconstruction and widening of South Norma Street from Church Avenue to Upjohn Avenue, Authorizes the City Manager to execute this agreement, and Accepts the terms of the advance of CDBG funds.

APPROVED AND ADOPTED THIS 13th DAY OF January, 2010 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Steven P. Morgan, Mayor

Rachel J. Ford, City Clerk

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Establish the safe speed along Drummond Avenue between China Lake Boulevard and Knox Road at 35mph.

PRESENTED BY: Dennis Speer

SUMMARY:

A list of City wide speed zones, existing and proposed, was provided to the firm of Hall& Foreman, Inc., the Traffic Engineering Consultant, for the purpose of conducting a city wide speed zone survey. An engineering and traffic survey was completed on each street identified on the list for the purpose of establishing radar enforceable speed limits. The survey was supervised by a registered traffic engineer. The results of the study were compiled in the City Wide Speed Zone Survey Report prepared by Hall& Foreman, Inc.

The summary of the results of the report is attached as Table 1 and the location map showing the speed zones is attached as Exhibit A.

The City Council accepted the Report and authorized the posting of the speed zones accordingly.

The Speed Zone along Drummond Avenue between China Lake Boulevard and Knox Road was recently reevaluated by the Traffic Engineering Consultant. It was determined that though the recommended speed limit of 40 mph was based on the 85th percentile speed of 42.2 mph other factors must be considered. In accordance with the California MUTCD, the recommended speed may be reduced by 5 miles per hour from the nearest 85th percentile speed where engineering study indicates the need for a reduction in speed to match existing conditions with the traffic safety needs of the community. Based on the comfortable and safe speed of 35 mph on the two horizontal curves along Drummond Avenue just east of China Lake Boulevard, it would be more acceptable for a posted speed limit of 35 mph.

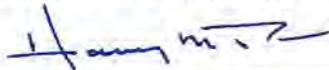
FISCAL IMPACT: The cost of posting the speed signs.

Reviewed by Finance Director

ACTION REQUESTED: Adopt the Resolution which establishes the safe speed along Drummond Avenue between China Lake Boulevard and Knox Road at 35mph and authorize the posting of the speed zones accordingly.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



Submitted by: Dennis Speer

Action Date: January 13, 2010

RESOLUTION NO. 10-

REQUEST FOR ADOPTION OF THE RESOLUTION WHICH ESTABLISHES THE SAFE SPEED ALONG DRUMMOND AVENUE BETWEEN CHINA LAKE BOULEVARD AND KNOX ROAD AT 35MPH AND AUTHORIZE THE POSTING OF THE SPEED ZONES ACCORDINGLY.

WHEREAS, the Vehicle Code Sections 22357 and 22358 permit local authorities to set intermediate speed limits between 25 miles per hour and 65 miles per hour on the basis of an engineering and traffic survey; and

WHEREAS, an engineering and traffic survey, as defined in California Vehicle Code Section 627 and in accordance with the California Manual of Uniform Traffic Control Devices methodology for conducting an engineering and traffic survey, was performed on Drummond Avenue between China Lake Boulevard and Knox for the purpose of establishing radar enforceable speed limits; and

WHEREAS, the results of the of the engineering and traffic survey was presented to the City Council; and

WHEREAS, the results of the reevaluation of the engineering and traffic survey was presented to the City Council; and

WHEREAS, the Ridgecrest Municipal Code Sections 4-1.501 and 4-1.503 require the recommendation of the Traffic Engineer and the authorization of City Council to establish and post the speed limits within speed zones; and

WHEREAS, the Traffic Engineer recommends establishing the safe speed along Drummond Avenue between China Lake Boulevard and Knox Road at 35mph and authorize the posting of the speed zones accordingly.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ridgecrest : Adopts the Resolution which establishes the safe speed along Drummond Avenue between China Lake Boulevard and Knox Road at 35mph and authorizes the posting of the speed zone accordingly.

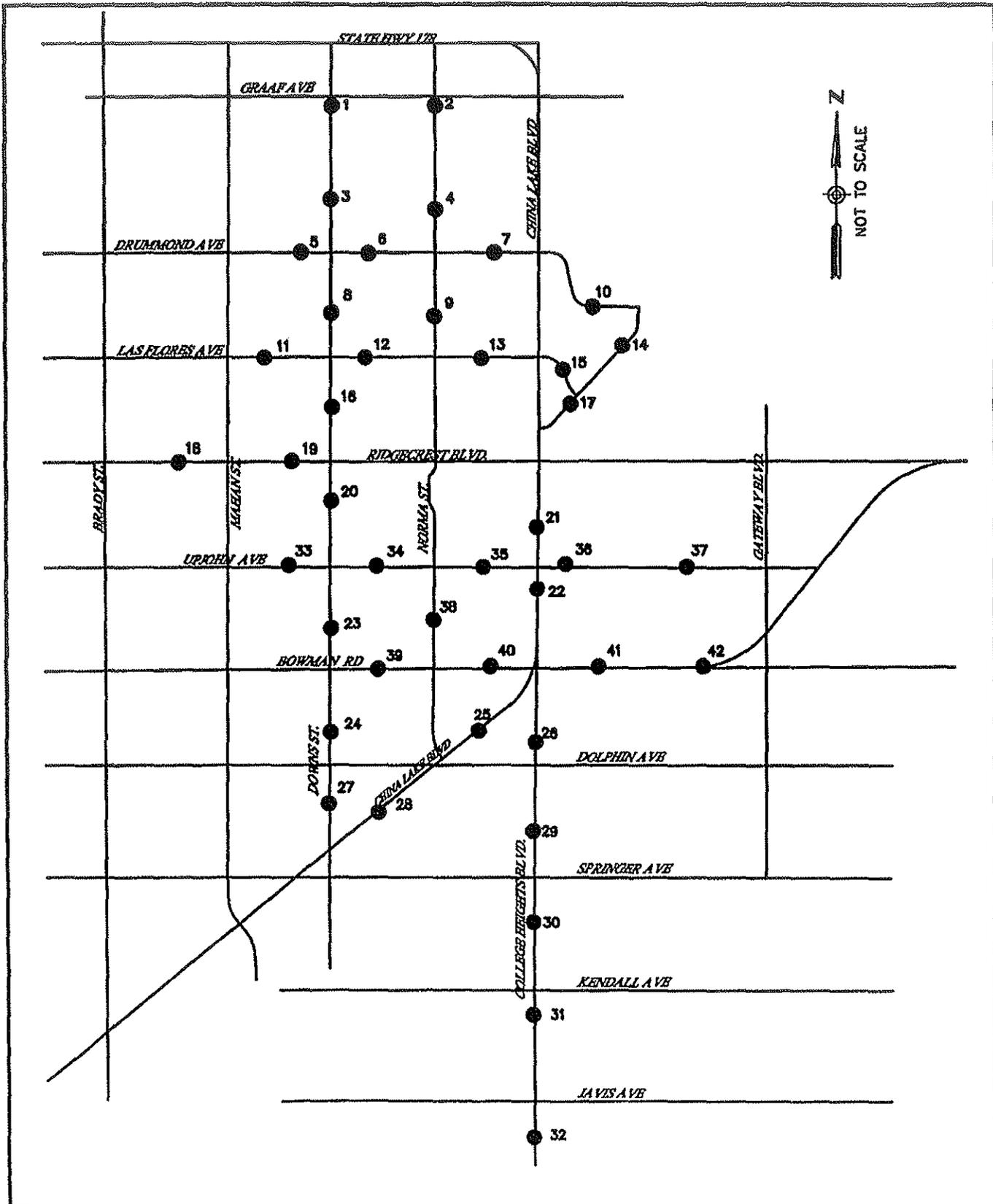
APPROVED AND ADOPTED this 13th day of January, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven P. Morgan, Mayor

ATTEST

Rachel Ford, City Clerk



Hall & Foreman, Inc.
 Engineering • Surveying • Planning • Landscape Architecture
 1437 CAJON ST, SUITE 101 VICTORVILLE, CA 92382 760-334-9100

SPOT SPEED SURVEY LOCATIONS

RIDGECREST, CALIFORNIA

EXHIBIT
 A

**2008-2009 SPOT SPEED STUDY
CITY OF RIDGECREST**

Table 1

STUDY LOCATIONS	Hourly Traffic Volumes	Posted Speed Limit (mph)	85 TH Percentile Speed (mph)	50 TH Percentile Speed (mph)	Speed change (mph)	Recommended Speed Limit (mph)
1 N.DOWNS BET INYOKERN/WARD	219	45	46.47	40.76	0	45
2 N.NORMA BET INYOKERN/WARD AVE	208	N/A	38.32	34.21	N/A	40
3 N.DOWNS BET WARD/DRUMMOND AVE	88	45	48.45	43.55	0*	45*
4 N.NORMA BET WARD/DRUMMOND	268	N/A	46.38	41.31	N/A	40
5 DRUMMOND AVE BET MAHAN /DOWNS ST	94	40	37.3	33	-5	35
6 DRUMMOND AVE BET DOWNS /NORMA ST.	202	40	43.05	38.35	0*	40*
7 DRUMMOND AVE BET NORMA/CHINA LAKE BLVD.	200	35	40.44	35.83	5	40
8 N.DOWNS BET DRUMMOND/LAS FLORES	214	45	47.19	42.24	0	45
9 N.NORMA BET DRUMMOND/ LAS FLORES	210	25	40.35	36.41	15	40
10 DRUMMOND AVE BET CHINA LAKE/KNOX	134	35	42.18	36.67	5	40
11 LAS FLORES AVE BET MAHAN/DOWNS ST.	96	35	38.37	35	5	40
12 LAS FLORES AVE BET DOWN/NORMA ST.	214	25	35.89	30.84	10	35
13 LAS FLORES AVE BET NORMA/CHINA LAKE BLVD.	207	40	43.4	37.53	0*	40*
14 FRENCH AVE BET LAS FLORES AVE/DRUMMOND	130	35	44.63	39.83	5	40
15 LAS FLORES AVE BET CHINA LAKE/FRENCH	135	35	34.2	29.63	0	35
16 N.DOWNS BET LAS FLORES/RIDGECREST BLVD.	225	45	47.57	41.97	0	45
17 FRENCH AVE BET CHINA LAKE/LAS FLORES AVE	211	35	42.04	34.11	5	40
18 RIDGECREST BLVD.BET BRADY/MAHAN	182	45	56.1	48.89	10	55
19 RIDGECREST BLVD.BET MAHAN/DOWNS	152	45	49.8	45	5	50
20 S.DOWNS BET RIDGECREST/UPJOHN RD.	206	35	41.23	36.87	5	40

* 5mph reduction below 85TH percentile speed.

**2008-2009 SPOT SPEED STUDY
CITY OF RIDGECREST**

Table 1

	STUDY LOCATIONS	Hourly Traffic Volumes	Posted Speed Limit (mph)	85 TH Percentile Speed (mph)	50 TH Percentile Speed (mph)	Speed change (mph)	Recommended Speed Limit (mph)
21	CHINA LAKE BLVD BET RIDGECREST/UPJOHN	207	35	35.9	31.98	0	35
22	CHINA LAKE BLVD BET UPJOHN/BOWMAN	206	35	37.86	34.04	0*	35*
23	S.DOWNS BET UPJOHN/BOWMAN RD.	212	45	48.53	42.94	0*	45*
24	S.DOWNS BET BOWMAN/DOLPHIN AVE.	188	45	48.53	43.82	0*	45*
25	CHINA LAKE BLVD BET COLLEGE HGTS/DOLPHIN	205	45	48.66	43.74	0*	45*
26	COLLEGE HEIGHTS BET CHINA LAKE/DOLPHIN	201	45	47.85	42.98	0*	45*
27	S.DOWNS BET DOLPHIN/CHINA LAKE BLVD.	129	45	46.44	41.25	0	45
28	CHINA LAKE BLVDS BET DOLPHIN AND DOWNS	177	45	57.08	51.54	10	55
29	COLLEGE HEIGHTS BET DOLPHIN/SPRINGER	203	45	51.26	46.07	0*	45*
30	COLLEGE HEIGHTS BET SPRINGER/KENDALL	209	45	52.58	46.97	5	50
31	COLLEGE HEIGHTS BET KENDALL/JAVIS AVE	197	N/A	55.56	47.94	N/A*	50*
32	COLLEGE HEIGHTS S/O JAVIS AVE	169	N/A	54.66	48.96	N/A*	50*
33	UPJOHN ROAD BET MAHAN ST/DOWNS.	138	25	39.26	33.57	15	40
34	UPJOHN ROAD BET DOWNS/ NORMA ST.	212	35	41.36	36.29	5	40
35	UPJOHN ROAD BET NORMA/CHINA LAKE BLVD.	225	35	41.32	35.92	5	40
36	UPJOHN ROAD BET CHINA LAKE/SUNLAND	208	40	39.07	34.15	0	40
37	UPJOHN ROAD BET SUNLAND/GATEWAY	200	N/A	38.57	33.67	N/A	40
38	S.NORMA BET UPJOHN/BOWMAN RD.	203	25	39.32	34.42	15	40
39	BOWMAN ROAD BET DOWNS/NORMA	180	N/A	47.71	41.54	N/A*	45*
40	BOWMAN ROAD BET NORMA/CHINA LAKE BLVD.	211	N/A	43.15	38.18	N/A	45
41	BOWMAN ROAD BET CHINA LAKE/ SUNLAND	201	35	45.98	41.09	15	50
42	BOWMAN ROAD BET SUNLAND/GATEWAY	207	N/A	51.289	44.28	N/A	50

* 5mph reduction below 85TH percentile speed.

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Change in transit service from demand responsive to deviated fixed routes.

PRESENTED BY:

Dennis Speer

SUMMARY:

The City of Ridgecrest updated its five year short range transportation development plan (TDP) in 2006. The TDP analyzed the City's transit operation and determined that the implementation of a deviated fixed route service would optimize transit service to the community. The updated plan recommended that the City change its public transit services from a demand responsive (dial-a-ride) service to a deviated fixed route service. To accomplish this conversion, required that the City prepare a transportation transition plan (TTP) that is compatible with TDA, FTA, and ADA standards.

The City retained a consultant, Moore & Associates, Inc., for this service. Moore & Associates, Inc. completed the TTP and presented the plan to City Council. The TTP recommended the implementation of a deviated fixed route service. The proposed service recommended three routes operating 12 hours per day. This significantly exceeds the current transit budget. The TTP was modified by staff to reflect peak service hours which accommodate the funding currently available to Transit. The modified TTP was presented to the City Organization and Services Committee. The Committee reviewed the modified TTP and recommended that it be scheduled for City Council Approval.

Staff recommends that the City Council approve the modified transportation transition plan and direct its implementation.

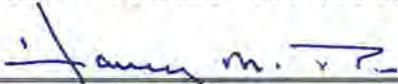
FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED:

Approve the modified transportation transition plan and direct its implementation.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: 

Submitted by: Dennis Speer

Action Date: January 13, 2010

RESOLUTION NO. 10-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL RECEIVING THE PRESENTATION OF A TRANSPORTATION TRANSITION PLAN BY MOORE & ASSOCIATES, INC. AND CONSIDERING ITS IMPLEMENTATION

WHEREAS, the City of Ridgecrest updated its five year short range transportation development plan (TDP) in 2006;

WHEREAS, the transportation development plan recommended that the City change its public transit services from a demand responsive (dial-a-ride) service to a deviated fixed route service.

WHEREAS, a transportation transition plan (TTP) that is compatible with TDA, FTA, and ADA standards is required to implement the change in transit service;

WHEREAS, the consultant, Moore & Associates, Inc. has completed the Transportation Transition Plan;

WHEREAS, staff modified the Transportation Transition Plan to accommodate current transit funding;

WHEREAS, the City Organization and Services Committee reviewed the modification and recommended that it be scheduled for City Council approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby approves the modified Transportation Transition Plan and directs its implementation.

APPROVED AND ADOPTED this 13th day of January 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven P. Morgan, Mayor

ATTEST:

Rachel J. Ford, City Clerk

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Minutes of the Regular City Council/Redevelopment Agency Meeting of December 16, 2009

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Regular Council/Redevelopment Agency Meeting of December 16, 2009

FISCAL IMPACT:

None

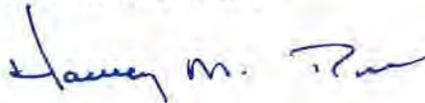
Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested:



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

Action Date: January 13, 2010



**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**

**December 16, 2009
6:30 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 Carter, 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

- Item 4 removed due to question of sufficiency of petition. Will reschedule for future council meeting.

Motion to approve the agenda as amended was made by Council Member Carter, Second by Council Member Holloway, Motion carried by voice vote of 5 Ayes, 0 No's, 0 Abstain, 0 Absent.

REGULAR SESSION – 6:50 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

CITY ATTORNEY REPORTS

- ❖ Other – Wayne Lemieux wished the public Merry Christmas

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

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Next meeting January 13, 2010

- Council Member Wiknich - Will meet in January

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 January 11, 2010

- Council Member Taylor
 - Transit deviated fixed route discussion, staff report coming to council.
 - MIS Financial Computer system discussion, budget item pending and staff working thru holidays to repair. Budget mid-year delayed.

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
 - Last meeting discussion of neighborhood watch

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

- ❖ **Holiday Schedule - Discussion of January 6 Council Meeting**
 - City Hall will be closed between Christmas and New Year's which interferes with agenda preparation, staff request approval to cancel January 6 council meeting.
 - Mayor Morgan – will not be available for January 20 meeting, CIWMB in Sacramento
 - Council Member Taylor – Sacramento meeting on 21st.
 - Mayor Morgan – Tuesday, January 19th next meeting. City Clerk will post the meeting notice.
- ❖ **Announcement - GFOA Award**
 - City has been recognized by Government Finance Officers Association for openness and honesty in government finance reporting. This is a prestigious recognition by Peers and Tess Sloan will receive the recognition on behalf of the finance staff for their efforts.

PUBLIC HEARINGS

1. **A Public Hearing Of The City Council To Consider The Planning Commission's Recommendations To Approve The Mitigated Negative Declarations, Zone Designations, Annexation Applications And The Proceedings For Annexation No. 17-1, 40.6 Acres (Taft Corp) And No. 17-2, 23.92 Acres (PAM)**

McRea

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Annexation 17-1: An application of Taft Corporation to annex 40.6 acres into the City of Ridgecrest with a zone designation of E-2 (Estate Residential 10,000 s.f. min) located north of the northwest corner of Kendall Ave. and S. Norma St. (TIM 6731) APN: 510-010-06 and 07

Annexation 17-2: An application of PAM Ridgecrest Venture, LLC to annex 23.92 acres into the City of Ridgecrest with a zone designation of E-1 (Estate Residential 40,000 s.f. min.) located at the northeast corner of W. Ridgecrest Blvd. and N. Brady St which includes part of W. Ridgecrest Blvd, N. Brady St., W. Las Flores Ave and Garth St. (a part of Wild Pointe Ranch-TTM 6691) APN: 455-100-06 and a portion of 455-100-07.

On November 24, 2009, the City of Ridgecrest Planning Commission held a public hearing for Annexation 17. LFACO approved a Municipal Service Review (MSR) for the Ridgecrest Area on May 27, 2009 which made it possible to accept and process the annexation request. City Council Approval of the recommended Resolutions is necessary to submit with the Annexation Application to LAFACO.

- Jim McRea gave staff report identifying 2 items presented as combined public hearing. Staff reports and records from Planning Commission. Request speakers for Annexation No. 17-1 to speak first and those speaking on Annexation No. 17-2 to speak second. Resolutions to be approved following public hearing.

Public Hearing for 17-1 opened by Mayor Morgan at 6:44 pm

- There were no public speakers.
- There were no Council questions.
- Public Hearing Closed at 6:44 pm

Public Hearing for 17-2 opened by Mayor Morgan at 6:45pm

- Dave Matthews – project between Ridgecrest and Las Flores with cross street Brady. Is this project going to develop Ridgecrest Blvd. in that area and also concerned about traffic flow thru this section, Las Flores traffic has been increasing in normal business hours due to development. Hope traffic flow is addressed, future additional traffic lights.
 - Council Member Taylor – outlined the additions
- Public hearing closed at 6:47pm

Motion to approve mitigated negative declaration was made by Council Member Taylor, second by Council Member Wiknich. Motion Carried by voice vote of 5 ayes, 0 no's, 0 abstain, and 0 absent.

Motion to approve zone designation was made by Council Member Carter, second by Council Member Taylor. Motion carried by voice vote of 5 ayes, 0 no's, 0 abstain, and 0 absent.

Motion to approve annexation application was made by Council Member Taylor, second by Council Member Wiknich. Motion carried by voice vote of 5 ayes, 0 no's, 0 abstain, and 0 absent.

ORDINANCES AND RESOLUTIONS

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2. Resolution No. 09- , A Resolution Of The Ridgecrest City Council Establishing Policies For The Provision Of Services And Administration Of Ordinance No. 09-01 Which Provides Community Wide Universal (Mandatory) Curbside Solid Waste And Recycling Service Rose

Having passed Ordinance No. 09-01 mandating curbside solid waste and recycling service, the City Council is asked to approve a resolution that establishes certain policies for the administration of this Ordinance. While we are in the first billing cycle of this service, certain questions and problems have arisen. It is hoped that the policies included in the attached resolution will clarify and correct. Once the resolution is adopted, staff can craft an application for exemption/refund/credit/adjustment.

- Harvey Rose – gave outline of problems discovered in implementation of Ordinance 09-01. Based on information gathered from various sources, a resolution has been prepared and CIWMB is concerned with section 2(a) they would like to discuss further with City prior to adoption of that section. Read each item in section 1 and gave brief details. Future documents will define in depth the nature of accepted exemptions. Items outlined included inaccessible property; unoccupied dwellings; low income; physically disabled; multi-plex property sharing cost. Item 2(a) state is not opposed but would like more details prior to this provision being adopted. Item 2(b) covers ‘right-size’ of service to allow various size receptacle. Item 2(c) commercial property multiple pickups. Additional certification may be required to ensure compliance with State goals and objectives. Proposing adjustments with these policies however State will continue to monitor and if their goal is not being met then further adjustments may have to be made. Exclusions can be revoked for cause or have conditions placed on them.
- Mayor Morgan – Opened item to Council for comments.
- Council Member Taylor – Where are we with County discussion for sort ability? Self-hauling issue.
 - Jim McRea – authorizes staff to meet with both CIWMB and Franchisee prior to enhancements. Shaw Report pending and once received will meet with Mr. Landon and County.
 - Council Member Taylor – one example item of commercial being forced into having 2 services, commercial and residential. Would like to add clause allowing that if showing compliance at least one location, then only have to cover 1 service. Concerned because numbers have not come in yet. Looking for significant reduction in fees. Also protected class rather than low-income
 - Attorney Wayne Lemieux – can give senior citizen discount.
 - Mayor Morgan – from what both committees have heard, these issues mostly heard and documented. Come from previous meeting and public comments including press. Good work and good direction. Does not consider this need to be in ordinance format. One occurrence from this document, another public meeting for more public suggestions. Consider this to be direction to staff from meetings. Not willing to vote on this because believe is unnecessary step, wish to occur but believe need to just give direction to staff to continue process. Public comment may still happen. Does show good work and appreciate that staff contacted CIWMB and worked with them on their concerns up front, shows working on state level to prevent additional fines. This is showing progress, making sure we are still in line and doing what we need to do to move forward. Believe this direction will be modified after tonight, don’t believe should vote as a resolution to prevent future rescinding.

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- Council Member Wiknich – disagree on basis last couple month's comments from people who are waiting for us to take decisive action. Now at point to do this thru resolution. Need to start doing, not just talking. Set a standard. Not decisive to talk but not take action. Time to move and make these changes. Need to go ahead and do this and show community and Benz this is what we want done. Not just thinking and talking. Would like to add resolve not to enforce violation section and when ordinance is revised, remove violations from ordinance. Wants something from council we will not enforce that section.
 - Attorney Wayne Lemieux – takes ordinance to amend ordinance, need to start now. Resolution stating not going to enforce not allowed. Amend ordinance with ordinance, not resolution. Don't anticipate citations on a new program, if council expresses that view will carry weight with staff.
 - Council Member Taylor – not sure if processes are in place.
 - Harvey Rose – new program, establish policies, 1st billing cycle has mistakes, not coming down on people now and will be long time. First try to make existing ordinance work before penalizing people.
 - Council Member Carter – support resolution. Community changes need to be made. Appreciate Benz sitting down and trying to solve. Due to emails, council appearance and input this is the result. Agree with Jerry Taylor addition. Do we need resolution or can we just direct staff.
 - Attorney Wayne Lemieux – either way, council discretion.
 - Council Member Holloway – nothing here that I don't like. On commercial side, recycling being picked up weekly regardless? May need to adjust to have recycling emptied more often than traditional. Agree with Mayor. Can't do this without discussing with Benz. Some details need to be worked out to make sure policies are reasonable for Benz to meet. Physical implementation of this resolution needs to be considered. Dealing with big numbers, every time discount offered it puts a burden on the remaining participants in the program. Need to let everyone know the cost of the changes. Other thing we have question is this ordinance legal? Are we sure this ordinance is written in a way that is legal.
 - Attorney Wayne Lemieux – referring to whether this is mandatory recycling? It is mandatory.
 - Council Member Holloway – sometimes pass off questions.
 - Attorney Wayne Lemieux – sometimes laws you right are similar to sausage. This was written then had changes along the way. Could be written better and judge can tell us if it is right or wrong.
 - Council Member Taylor – volunteer, willing to meet on December 21st with public.
 - Jim McRea – solid waste also on agenda item No. 6
- Mayor Morgan – open public comment at 7:21pm looking for comments and suggestions
 - Brian Waterman – discussion on ordinance regard to legality, question to attorney, is the ordinance title and chapter headings have affect to law?
 - Attorney Wayne Lemieux – municipal code has separate provision dealing with titles and headings. Generally titles and headings are to be consistent with body, body is what counts.
 - Mr. Waterman – When drafting ordinances, is there guidance available?
 - Attorney Wayne Lemieux – not a guide book, broad regulations.
 - Jim Rachels – stated ordinance is not proper in format. 2 months have asked staff what part of ordinance mandates recycle collection service. December 7 received answer,

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green but not blue. Also, exclusive franchise rights to Benz. Cited section about self-hauling. This is wrong; none of these items mandate a recycle collection program. Anyone reading ordinance, clear there is requirement for green for solid waste but none for blue recycle. Resolution should not be voted on as it clarifies something that does not exist. Cannot allow Benz to do mandatory recycling and bill for it. Request council amend ordinance or enforce in the way written which does not include recycling.

- Harvey Rose – law is written as a body of information not sentence by sentence
- Jim Rachels – bringing lawsuit against Benz soon.
- Mayor Morgan – forwarded response to attorney and has asked for response to Council. Not talking about the ordinance tonight. Talking about this resolution to make corrections on what has been done.
- Dave Matthews – are we discussing with or without section 2(a)
 - Mayor Morgan – full resolution at this point.
 - Dave Matthews – feel 2(a) is reasonable. Not clear where leaseholder fits in, commercial or residential
 - Harvey Rose – several areas referenced to owners or tenants.
 - Dave Matthews – son-in-law rentals in town including tri-plex with large bin that is commercial.
 - Mayor Morgan – further clarification required.
 - Dave Matthews – disagree with mayor about this resolution, mentions certifications and affidavit, should be something rather than just direction to staff. Would like to see forms as soon as possible.
- Debbie Ball – question on 1(b) about dwelling. Stated in ordinance owner agreement, if tenant moves out does owner have to sign up for service for such a short time (3 months) then if vacant longer ask for credits and suspension of service.
 - Harvey Rose – tenant signs up, tenant leave, stop service. You want service to continue?
 - Debbie Ball – clarified
 - Harvey Rose – if tenant leaves and services is not wanted, owner should fill out form stating expectation of vacancy time.
 - Debbie Ball – don't see it written in resolution, can we add
 - Harvey Rose – could be added
 - Mayor Morgan – Ms. Ball assist with writing provision?
 - Debbie Ball – yes, just call me.
- Jim Sharp – don't feel anyone has problem with low income or senior citizens receiving 1(c) but does change rates for those receiving service without discount. Regard to EPA individual taking trash from home not allowed in commercial bin. Is time to move, can annual statement of profits be generated for public and then redistributed to public?
 - Council Member Wiknich – would like to add you are right about rate modified in future due to number of people getting exemption, problem is don't know the numbers until policy is implemented. Based on applications will change financial impact to program. Still looking at final rate because of these changes. Unfortunately won't have numbers until applications are received.
 - Jim Sharp – already been one rate hike, if going to remove violation section why don't just not pay until rate is figured out.
 - Council Member Wiknich – violations still has penalties, not the same as not paying bill.
 - Jim Sharp – if takes several months to get numbers, will see another rate hike, can it be a fixed rate for a set amount of time?

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- Council Member Wiknich – full audit of actual costs.
- Walt Maurer – question is anything on resolution legally binding?
 - Attorney Wayne Lemieux – ordinances enforced by misdemeanor infraction, resolutions can be enforced without misdemeanor infraction.
 - Walt Maurer – item 2(a) specifically statement number 2 includes both residential and commercial. Gave scenario of 5000 of 10,000 sign affidavit, are they entitled to not pay anything for recycling? Extreme example every citizen has problem with mandatory recycling, no one pays?
 - Harvey Rose – declaration is statement of truth, what 2(a) is attempt to legitimize self-hauling, may be open to exemption or adjustment. May be a rate, perhaps lower, that everyone must pay for cost of recycling. In general State is still monitoring to see if we meet their goals. If this policy does not allow us to meet that goal would have to change policy to meet goal.
 - Walt Maurer – caveats implied, caution public, may is not equal to shall, may be partial rather than full refunds or discounts. No longer share excitement because may not shall, and revocable for cause. Who's going to go around checking people's trash cans? Commend council but citizens have solution and expecting press release in next week or so. If resolution is legally binding but concerned about words like 'may' rather than 'shall'. Most people will sign declaration until see details.
 - Mayor Morgan – correct, will you help give additional comments?
 - Walt Maurer – no, already said what I wish to say. voluntarytrash.net has comments. Article 1 section 7b
 - Mayor Morgan – not part of the resolution
 - Walt Maurer – read constitution article.
 - Attorney Wayne Lemieux – state law grants military special privileges not given to any others, many laws grant special privileges, can't discriminate or create unlawful classes, analysis beyond constitution. Appropriate to give military special privileges.
 - Walt Maurer – can read constitution rather than case laws. Intent is clear. Why should anybody not have a discount? 'May' needs to be converted to 'shall', if don't want service, no fee.
- Robert Eierman – unoccupied or vacant property, 3 months is long time. 1 month more reasonable. If tenant goes landlord still has to pay. Class of citizens that could be created without being unconstitutional would be level of service; any citizen could take advantage of that. Other class creating is people who reside in multi-plexes. If they can share then all citizens should be able to share. No reason to violate constitution to handle this situation. Don't know the purpose when written, strict reading of section 2(a). Caution against 'virtually all' goal is 50% diversion.
- Jim Winegardner – 1(c) will float, new base will adjust for those receiving discount and/or signing affidavit. If given the opportunity will self-haul, under penalty of perjury would take it. Revenue will shift away from Benz and City would have to adjust rate again. Recent article that Benz has invested significant money in equipment, won't absorb if City walks away from recycling component, veiled threat or statement of fact they intend to recover those funds, don't walk away from capital investment. If City, after adjusting the rate settles on a rate significantly higher, then it creates problems for rate payers. Agree with Mayor, no reason for resolution format. City has number of policies and procedures they operate on that don't come to Council, believe the council should direct staff to take thru committees for more public input. Don't believe requires council action.

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- Nolan Paulson – one thing missing is cost incurred and cost to pay for trash hauled, if don't have trash hauled then no cost. If Benz isn't incurring cost to pick up trash then shouldn't be fee. Market be market and government be government, enforcing market with government causes problems. How much does it really cost to take trash to dump and recycle? Setting rate schedule without those numbers. Benz invested without costs, gambled on economic base. Going to fight rate structure, opting out or in, still need formula to set costs. To pay for services not received isn't good business. Example of parent traveling for several months, no trash during that time. What is problem with canceling that with proof? Ability to call Benz and suspend service and no charge. Why is it so hard? Getting into process of legislating fees will fight for the life of the ordinance.
- Stan Retorah – clarification of part (e) for multi units. Past could get second bin at reduced price, for duplex don't want tenants sharing bins, can they get reduction in cost for second bin? Indicated but not specified.
- Mark Ball – is cost for this program, service is where argument is. In agreement with fee that covers facilities, similar to phone bill. Fair and equitable and broken down by service level we want. Portions of ordinance addresses item 1(e) allowing commercial rate on properties, Benz won't recognize. Appreciate is in writing, currently not adequate city staff to resolve legitimate issues and staff does not have authority. If Council does this, will Benz step up and honor what is currently in ordinance? Not willing to wait until January while it still costs me money. Mr. Parsons is very busy responding to calls but does not have authority to resolve. Don't have problems with basic charge if not getting trash but needs to be lower. Currently paying full price on some vacancies. Invite Mr. Benz to attend and stand up. If not we are wasting time. Additional suggestion is to start process to cancel 10 year agreement. Purpose is for capital investment. Can't guarantee any business will be here 10 years, request City begin.
- Margie Petrolia – single senior citizen, what would happen if every cart was put out every week whether anything in it or not. Paying same as someone who puts out a full container every week, make truck stop at every place. Weight on recycling at Tehachapi, rocks and such add weight. Water bill is set by use, trash should be same.
- Mike Neel – note in resolution has fundamental flaws. City manager states adjust rates and wait to see if we meet State's goals, remind goal of state board is that we have mandatory trash and recycling for every residence in town. That was stated by CIWMB and council. This resolution violates that goal, what will we tell state. Other problem created, as soon as people get off collection, other have to pay more. Does this solve the problem? Can't be solved by resolution, people need freedom and be allowed to pay for what they want.
- Ivan Beyer – one things read from CIWMB was overall attempt was 50% diversion, can't argue pros & cons or validity. Know the intent is 50% diversion and understand they came down on City for Mandated program. Don't understand mandated program vs. mandatory for every resident. Diversion is on pro-rated basis yet being done on house rather than number of people in the residence. Agree trash and recycling we all need to participate, but option of individually rather than mandated. Even with capital investment made by company on best information available, they overshoot their target. Adjusting rates because discounts does not mean justifiable rate increase to pay for equipment they overbought.

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- Ron Porter – disturbed about violating constitution because someone else did.
 - Attorney Wayne Lemieux – not what was said, said it is constitutional to create valid class and gave example of military.
 - Ron Porter – asking again for cost justification of current fees, has requested in past. Why changed from 1 week pickup to 2 weeks. Doubled volume of all citizens, now ½ can be picked up weekly, can't find anything requiring trash pickup weekly. This resolution good step forward. Consider number of persons in residence.
- Diana Moon – don't believe can mandate recycle without giving credit on bill as other cities do.
- Dave Matthews – not sure how many times blue bin has been picked up, never full except for one time. Usually 1/3 or less, if don't have anything won't set out. If been gone for a week, would not set out green can but still paid for it, however in case of recycling could do with less frequent pickup. When blue bins came out, heard there was one size, however yesterday saw a smaller one here at City Hall. Would like to get one of those and pay less. Mr. Taylor mentioned concerns about 2(a) because county didn't have means of sorting here, after town hall mentioned using hazard waste area for sorting, asked Mr. Peterson (McQuiston rep), staff should ask county
 - Mayor Morgan – staff, CIWMB and county have been in discussions.

Public comment closed at 8:26pm

- Council Member Carter – Request Council hold another town hall meeting to get more input from the public.
- Council Member Taylor – Monday, December 21 at 5:00pm, Council Chambers. Will take list and work with staff to re-write these and bring additional version to meeting of 21st. also willing to have special council meeting next week.
- Council Member Wiknich – don't do anything tonight?
- Council Member Taylor – willing to pass on for tonight and come back with changes.
- Council Member Carter – hoping will communicate with city manager changes to move forward.
- Council Member Taylor – email to city manager, couldn't make changes previously but willing to make changes now and interact with public to make this better. Issue is there will need to be compromise, can't make everyone happy. Personally hear request for Senior discount from non-seniors. Other cost issues coming out of this so rate may not be able to go as low as we hoped.
- Mayor Morgan – in this process, meetings and discussions with various committees, staff, county, and state. Underlying comments is this is not specific enough; only thing that is going to be specific is a revised contract. Can do this with staff direction, motion to council will be coming. Impossible to get all of the moving parts together at one time in such a short time. Need to include transfer station. Believe have good start and staff understands direction needs to go, after town hall meeting, changes put in writing, and then another meeting with Benz needs to occur.

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- Council Member Wiknich – add has no problem getting more public input. This resolution as staff reported was shared with CIWMB and contrary to what was stated about no longer being mandatory is not true, CIWMB has accepted all provisions in section 1, number 2(a) they want to talk to us more and that is understandable. If not by resolution, then clear direction to staff to proceed with these items with exception of 2(a) and add fine details.
- Council Member Taylor – staff tomorrow based on input tonight makes changes to be presented to public on Monday at town hall meeting. Draft another version to be reviewed. Propose special meeting before everyone leaves for the holidays. 24 hours notice to comply with Brown Act. Town Hall December 21 at 5:00pm. If all wording on 2(a) people required to certify by affidavit they truly do recycle 100% of items from their homes. Rather than ‘virtually all’. Certifying nothing going to landfill. There are costs and we have signed up for certain level of service. This was intent and can be worked on.
 - Harvey Rose – understand the language here came from state pamphlet. One owner or occupant with service at both residence and business may share between the residence and business.
- Council Member Taylor – 1 month vacancy to suspend service.
 - Harvey Rose – state information suggested up to 5 months recognizing that lower period of time is administrative headache for both franchisee and city. Couple week couldn’t keep track.
 - Council Member Taylor – if tenant pays rather than rental fee, bills revert back to owner. Several suggestions.
 - Harvey Rose – automatic transfer from tenant to owner, have been cases shown owner is not responsible to tenant with regards to billing.
 - Council Member Taylor – procedural issue, simplify cancellation process. Lack of trust.
- Mayor Morgan – if something is passed, we must cancel resolution to create new. Ask for motion to approve resolution. Given specific changes made so far.

No motion, Council direct staff to work on language of resolution with things heard tonight and bring back to discuss Monday December 21st.

Scheduled December 23rd special meeting at 6:00pm.

3. **Ordinance 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**
McRea

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 was brought back to Council for first reading on December 2, 2009, and was approved by motion to prepare for second reading.

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- Jim McRea gave staff report. Changes have been shown in backup.

No Council statements

- Penelope LePope – is waiving reading can summarize? Voiced suggestions for changes.
 - Council Member Taylor – what comments?
 - Penelope LePope – mandatory requirement about runoff, concerned that people need to be noticed before fined
 - Mayor Morgan – runoff redefined and read the changes made to the definition. And violation portion completely changed. Read changes.
- Richard Wagner – tenant and landlord discussion. Any resolution to who would be responsible.
 - Attorney Wayne Lemieux – person controlling the valve.
- Randall Paulson – the city will pass and water district will mirror. Will city enforce?
 - Mayor Morgan – city will enforce their ordinance.
 - Randall Paulson – double fines?
 - Attorney Wayne Lemieux – can't be charged twice for same offense, water district will shut off service rather than write citations. Don't expect City to make much effort to enforce.
- Nolan Paulson – this is really modified behavior by a rate structure? If I have a large lawn and expend a lot of water to water it.
 - Council Member Taylor – water district will turn off valve, City isn't here to discuss rates or Water district board.
 - Attorney Wayne Lemieux – just talking about turning off the valve if broken.
 - Nolan Paulson – ticketed by City?
 - Attorney Wayne Lemieux – no.

Recommended Motions – 2 motions

Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance 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

Motion To Waive Reading In Full And To Adopt By Title Only, 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 Was Made By Council Member Taylor, Second By Council Member Carter. Motion Carried By Voice Vote Of 5 Ayes, 0 No's, 0 Abstain, And 0 Absent.

Requires a Second

Motion To Adopt, By Title Only, Ordinance 09-05, An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XII Article 9 And Repealing

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Chapter IV, Article 19 Of The City Of Ridgecrest Municipal Code Concerning Water Efficient Landscape Requirements

Motion To Adopt, By Title Only, 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 Was Made By Council Member Taylor, Second By Council Member Carter. Motion Carried By Voice Vote Of 5 Ayes, 0 No's, 0 Abstain, And 0 Absent.

Requires a Second

RECESS (if necessary) – meeting was recessed for 5 minutes

- *Item 4 was pulled from the agenda prior to approval of the agenda.*

4. Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Adding Section 20-40 To Chapter 20 Of The Ridgecrest Municipal Code Concerning A Residential Commercial Specific Plan Rose

As this report is being written, the Kern County Clerk is auditing signatures for the Wal-Mart initiative. Unless informed otherwise by the Kern County Clerk, it is assumed that sufficient signatures have been submitted for the initiative. This being the case, Staff recommends the City Council exercise its right to approve the Initiative, and adopt the associated Ordinance in lieu of an election. This would avoid another six month delay in the initiation of the Wal-Mart construction project.

Recommended Motions – 2 motions

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Adding Section 20-40 To Chapter 20 Of The Ridgecrest Municipal Code Concerning A Residential Commercial Specific Plan

Requires a Second

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Adding Section 20-40 To Chapter 20 Of The Ridgecrest Municipal Code Concerning A Residential Commercial Specific Plan

Requires a Second

- *Moved item 7 to this location due to persons needing to leave.*

7. Resolution No 09- ; A Resolution Of The Redevelopment Agency Of The City Of Ridgecrest Approving An Olde Towne Action Plan Program McRea

The resolution as presented will authorize the establishment of an Olde Towne Action Plan Committee and Program to initiate implementation of the Olde Towne Goals and Objectives approved as part of the recently adopted Ridgecrest General Plan Update. The Olde Towne Action Plan Committee shall be comprised of 11 members, (5 members from the Planning Commission and 6 members representing Olde Towne Merchants, Property Owners and/or the Chamber of Commerce.

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- Jim McRea gave staff report with brief overview of action plan (OTAPP) appropriate for council to approve resolution.
- Mayor Morgan – question on the number of planning commissioners on the committee.
 - Attorney Wayne Lemieux – could result in due process hearings and recommend committee not include all commissioners to avoid conflict.
- Council Member Wiknich – recommend 2 commissioners?
 - Attorney Wayne Lemieux – yes
- Council Member Taylor – does have to be same 2 commissioners or can they rotate
 - Attorney Wayne Lemieux – issue is due process, trying to save trouble. Pick somebody to stay off the committee and keep it that way.
- Trisha Stratton – new business owner, 2 ½ years and has learned a lot. Been appointed as chairperson for past year, would be great if Olde Towne could pull together, lot of merchants are interested, few still skeptical. Glad city is considering the program.
- Dave Matthews – has not looked at entire item but thought Mr. McRea said this was going to entail city staff time, if that is correct would look at ways to reduce that since staff is already burdened with furloughs.
- Matthew Alexander – issue of number of participants was discussed and while respect attorney's recommendation, with all planners on it don't have to decide who, if council is going to amend to 2 commissioners then suggest 2 council members also be part of the committee.
- Council Member Holloway – is designation 'Olde Towne' or all-American city?
 - Matthew Alexander – can apply for all-American designation
 - Council Member Holloway – is that the goal?
 - Matthew Alexander – one of the things would like to see come out of this.
 - Council Member Holloway – Sacramento representative conference call to go over details.
- Council Member Taylor – positive experience working on GPAC, appreciate staff and look forward to what they can do, encourage council members to participate. Will throw name in the hat.
- Council Member Carter – understand shouldn't have all five; recommend 2 but can we have 3?
 - Attorney Wayne Lemieux – getting into Brown Act if quorum, meetings need to be noticed as council meetings or commission meeting. Minutes have to be taken; awkward is some show up just in case. May want to keep it to 2 as practical matter.
 - Council Member Carter – recommend 2 planning commissioners, 1 or 2 council members and more business members.
- Council Member Holloway – volunteered

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- Mayor Morgan – recommended amendment to the resolution to reduce number of planning commissioners to 2 and add 2 council members (Taylor & Holloway have volunteered) any other comments from board or public.
 - Matthew Alexander – recommend approve resolution tonight and at next council meeting will provide roster.
- Council Member Taylor – council members are participants not chair the committee
- Council Member Carter – remove commissioners names and state number of commissioners and council members
- Mark Ball – encourage committee to involve property owner as well as business owner. Include on notices.
- Jason Patin – no problem with process. What is the difference between GPAC and this with all commissioners?
- Jim McRea – GPAC was study session prior to formation of committee. Was a planning commission project. This would create overlay district using Tehachapi model or other main street designation. Different than the general plan process.
- Mayor Morgan – called for a motion

Motion To Approve Resolution 09- , A Resolution Of The Redevelopment Agency Of The City Of Ridgecrest Approving An Olde Towne Action Plan Program As Amended Was Made By Council Member Taylor, Second By Council Member Holloway. Motion Carried By Voice Vote Of 5 Ayes, 0 No's, 0 Abstain, And 0 Absent.

5. **Resolution 09- , A Resolution Of The Ridgecrest City Council Authorizing The City Manager To Transfer Funds From The Redevelopment Agency To Match Transportation And Development Act (TDA), Article 3 Grants For Street And Bike Lane Improvements** **Rose**

Several years ago the City of Ridgecrest received TDA Article 3 grants totaling \$413,949 for the construction and improvement of street and bicycle lane improvement projects at various locations within the City, however matching funds in the amount of \$120,000 are required to complete the projects.

At the direction of the City Manager, the City Engineer prepared a cost analysis of the aged projects which was presented to the Infrastructure Committee for review. The committee determined that all of the projects should be pursued providing shortfall funding is available. It has been determined these projects are RDA worthy and funds are available from the RDA after all other set asides and obligations are met. Recommendation to Council is to authorize City Manager to transfer funds in the amount of \$120,000 from RDA to provide the matching funds to complete these projects.

- Harvey Rose gave staff report highlighting grant funding available and projects that have not been completed. Matching funds necessary to complete the 4 projects outlined in the staff report. If completion is not done by the deadline then the funds will be lost. Worked with Tyrell to find the matching funds and

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after RDA meets all obligations to state there are funds available for these projects which are RDA eligible.

- Council Member Taylor – does attorney agree with appropriations from RDA
 - Attorney Wayne Lemieux – blight elimination
- Mayor Morgan – have used it in the past.
 - Jim McRea – RDA provides for redevelopment, infrastructure and blight elimination. Determination class I bikeway would match the plan so is eligible expenditure.
- Council Member Taylor – appreciate these projects getting completed.
- Mike Neel – what is total of projects not completed?
 - Harvey Rose – 1st 4 lines represent grants with last column showing shortfall, bottom line shows combined Upjohn cost which shows less shortfall.
 - Mike Neel – making up shortfall of \$120,000, if don't do this, what happens?
 - Harvey Rose – grants go away, may or may not get funds to finish projects in future.
 - Mike Neel – none of these projects have been started.
 - Harvey Rose – multi-phase projects that are partially completed.
 - Mike Neel – seems there are other things in town needed more than bike paths. Also continue to contest RDA funds for these types of purchases. Elimination of blight is primary emphasis, hard time justifying that bare ground was blight. Fraudulent use of funds.
- Council Member Taylor – item includes curb and gutter, improvement to street, signage.
- Richard Wagner – afraid of being hit by cars as paths aren't wide enough, see this as good expenditure
- Mayor Morgan – agree with Neel's statements however under guidelines of TDA grant funding don't always get to choose, only get what is approved by County. One pocket of money expended is for bike paths. City received this pocket of money and if we hadn't received it, someone else would have. There is an expenditure of city fund is approximately 5 to 1, spend couple hundred thousand and receive seven hundred thousand.

Motion to approve Resolution 09- , A Resolution Of The Ridgecrest City Council Authorizing The City Manager To Transfer Funds From The Redevelopment Agency To Match Transportation And Development Act (TDA), Article 3 Grants For Street And Bike Lane Improvements was made by Council Member Wiknich, second by Council Member Carter. Motion carried by voice vote of 5 ayes, 0 no's, 0 abstain, and 0 absent.

DISCUSSION AND OTHER ACTION ITEMS

6. CIWMB Status Report

McRea

- a. 2006 Base Year
- b. MRF Feasibility Study recommendations

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c. City Council Committee reports and recommended action

- Jim McRea gave overview of status report.
 - Copy of attachment from CIWMB board setting base year of 36%.
 - Acknowledgement and added to resolution that City of Ridgecrest was not in agreement with resolution.
 - 10% or less biomass diversion rate.
 - MRF study forwarded to CIWMB and reviewed with Shaw. Page 37 executive summary and findings gave no recommendations. City developing alternate. Portion is provided in agenda attachment and full copy available at city hall. Direct hall cost summary and transfer facility cost summary. MRF numbers go to \$14.00. Report was forwarded to all parties. \$2million for transfer station. Required to implement program that includes building of MRF, take several years to go on line.
 - 2 committees established by Council to conduct meetings with public and Benz to resolve issues. At this point less than 50% of commercial services have subscribed to service. System failure has prevented a business license listing for billing.
 - Service and billing began November 1.
 - 24 hour hotline is operating. 760-499-5069 can ask for call-back but 3-4 day delay for lack of staffing.
 - Desiree Becker new contact 760-499-5062
 - No action required, just status report.

- Mayor Morgan – citizens committee meeting December 21 at 5:00pm for public

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.

- Mayor Morgan – read items on consent calendar

- Council Member Wiknich – minute's question, closed session strike language.

Motion to approve Consent Calendar as amended was made by Council Member Holloway, second by Council Member Taylor. Motion carried by voice vote of 5 ayes, 0 no's, 0 abstain, and 0 absent.

8. Minutes Of The Regular City Council/Redevelopment Agency Meeting Of December 2, 2009 Ford

9. Resolution No. 09- , A Resolution Of The Ridgecrest City Council Authorizing The Submittal Of A Kern County Air Pollution Control District (KCAPCD) Motor Vehicle Emission Reduction Project (MVERP) Application For A Vehicle Taylor

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Staff is requesting to submit a Kern County Air Pollution Control District 2010 Motor Vehicle Emission Reduction Program (MVERP) request for Proposal.

Staff is requesting two Vehicles to replace a 1996 Mercury Grand Marque and 1996 Ford Crown Victoria gas fueled vehicles in the Police Department with more fuel efficient vehicles to reduce pollutants.

10. **Resolution 09- , A Resolution Of The Ridgecrest City Council Authorizing The Resolution Of The Ridgecrest City Council Approving The Applicant To Apply For Grant Funds For The Energy Efficiency And Conservation Block Grant (EECBG) Program Under The American Recovery And Re Investment Act 2009**

Taylor

The block grant program is designed to provide small cities and counties within the State of California grant funding to install eligible cost-effective energy efficiency retrofits within their jurisdictions. The City has been energy conscious. Most of the interior lighting has been changed to high efficiency lamps or Compact Fluorescents.

The City of Ridgecrest allocation is \$146,071.00. There is no match requirement.

One of the projects would be to replace the High Pressure Sodium Light to Induction lamps for the City-owned Street lamps and other eligible projects such as parking lot lights and Energy Efficient HVAC systems for City facilities providing funds are available.

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.

- Jim Rachels – rate for green trash cans must be set by city council resolution have not seen anything establishing a rate for the green trash can. Asking council to do resolution actually setting a rate. Why did rate go up when Benz got a larger customer base?
- Dave Matthews – merry Christmas. For information to City and other senior citizens, last week was subject of attempted telephone scam. Widespread centered in Montreal Canada. Call from grandson, supposedly, in Canada with friends in movie industry. Party and auto accident after drinking. Friend unable to drive. Took away phone and calling with calling card from jail with no call-back number. Only way to contact was wait for his call. Needed \$4100 to pay damages with no license issues. Requested to wire money gram and pay back after getting home. Was supposed to keep to self due to argument of going to Canada. Was hard pressed for money so called family and found out grandson not in Canada but in class. Realized was a scam. Notified police and FBI who referred to Verizon fraud who took information and passed on. Real grandson had heard of the scam in San Diego so contacted and advised. Called and found out confirmation digits and when person called back gave them number of digits.

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Finally called back with something wrong with numbers. Just letting people know this is happening.

- Richard Wagner – resolution pertaining to time of unoccupied residence time is too long. One month suggested.
- Morgan Campbell – moved here from liberal, politically correct area. Appreciate businesses in town saying Merry Christmas. Liberals were allowed to take over where I came from. Appreciate this council for not providing a venue for politically correct people taking over.
- Mike Neel – asking again for public comment to be placed at beginning of meeting.
- Mark Ball – Merry Christmas. Need to discuss the end of evergreen part of Benz contract. Gives me heartburn for 10 year end date. Need to get rid of it. In ordinance 9-01 2.5 (c) reviewed rate sheet for commercial and multiplexes. Benz interprets this differently than way it is written. Staff is short staffed and taking approximately 4 weeks to get return calls. Finger pointing; have not been able to get a resolution to our problem both at home and business. Discounts for old folks, everyone plans on getting old, would be nice to get a break when on a fixed income.

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

- Council Member Carter – merry Christmas, appreciate the season. Thanks to elks club for parade. Odessa-Newman Staples chaired the parade and did a great job. Wonderful to be in the parade and see people.
- Council Member Holloway – Ask staff to have copies of cost breakdown for the meeting of December 21 meeting. Also ask people to think about the evergreen, no one complained when it was \$9.00 and voluntary. Going to have to have a contract with someone else and chances are they will want an evergreen contract also. Remote location and hard to get haulers to come here. California City has Benz also. Merry Christmas and Happy New Year.
- Council Member Wiknich – Mr. Matthews scam reminded about another scam firm offering property reduction for \$189. Don't fall into that one. Happy Hanukkah and Merry Christmas. Love our community.
- Council Member Taylor – Merry Christmas. Find myself getting lazy about saying Happy Holidays. Consider starting council at 5:30 to start council meeting at 6pm. Look forward to meeting on 21st and working with Chip to get these updates completed. Will make best we can within shackles given by state.

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- Mayor Morgan – city Hall closed December 24 thru January 3. Animal Shelter fundraiser at Kentucky Fried Chicken, flyers available. Progress report, Benz tonnage information 62.36 tons from commercial, 10.36 tons not recyclable. 114.37 tons residential 5.72 tons not recyclable. Commercial should be greater than residential, can make it work with a little help. Comments made about council and how much we don't do. Personal example, don't keep exact records but since being questioned went back thru year 108 total meetings 196 hours. 14 meetings out of town for 22 days. Average 9 meetings per month. Total number of days 30 at 24 hours. 98 hour work days for the community. Council doesn't brag, but wanted to give these numbers and they are not accurate. Appreciate the gentlemen on the council. 36 events attended. Uses council stipend to pay for those events, do not bill the city. 7233 miles driven. Length of California 9 times. Thank you and Merry Christmas.

ADJOURNMENT

Rachel J. Ford, City Clerk